AGENDA
CITY COMMISSION
MONDAY, NOVEMBER 13, 2023
REGULAR MEETING
CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
5:00 P.M.

Live Videostream: https://www.facebook.com/cityofkingsvilletx

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – October 23, 2023

Special Meeting – November 1, 2023

APPROVED BY:

Mark McLaughlin
City Manager

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

None.

III. Reports from Commission & Staff.[2]

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

IV. Public Comment on Agenda Items.[3]

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

V. Consent Agenda

Notice to the Public

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III-Administration, Article 3-Departments, Boards, & Commissions, by adopting Sections 3-3-160 through 3-3-170, providing for creation of a Tree Board, duties, prohibitions, recommendations, and education. (Parks Director).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the Water Meter Carry Over Project. (Finance Director).

3. Motion to approve final passage of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the purchase orders rolled forward from the prior Fiscal Year. (Finance Director).

4. Motion to approve final passage of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the additional expenditures on the Tourism Video Signage Carry-Over Project. (Tourism Director).

5. Motion to approve final passage of an ordinance amending the Fiscal 2023-2024 Budget to appropriate funding for the Police Department technology infrastructure. (network improvements ARP funds). (IT Director).

6. Motion to approve final passage of an ordinance amending the Fiscal 2023-2024 Budget to appropriate funding for the purchase of golf equipment and course improvements. (Parks Director).

7. Motion to approve final passage of an ordinance amending the Fiscal 2023-2024 Budget to appropriate funding for the ARP funded Parks projects roll forward from the prior fiscal year. (Parks Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.[4]

8. Consider a resolution casting the City of Kingsville's votes to candidate Crispin Trevino for election to the Board of Directors of the Kleberg County Appraisal District. (City Attorney).

9. Consider a resolution by the City of Kingsville, Texas authorizing and approving membership in the Cities Served By Centerpoint Gas (Cities) for the purpose of protecting

the interest of the City and its citizens with respect to Centerpoint matters; further suspending the December 4, 2023 effective date of the Statement of Intent of Centerpoint Energy Resources Corp., D/B/A Centerpoint Energy Entex and Centerpoint Energy Texas Gas to change rates in the Texas division; to permit the City time to study the request and to establish reasonable rates; finding that the City's reasonable rate case expenses shall be reimbursed by the company; authorizing participation with the Cities Served By Centerpoint Gas; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. (City Attorney).

10. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the purchase orders rolled forward from the prior fiscal year. (Finance Director).

11. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the CO Series 2023A bond issue. (Finance Director).

12. Consider accepting donations for Parks Department Healthy Family Events. (Parks Director).

13. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to accept and expend donations from sponsors of the Park Healthy Family Events. (Parks Director).

14. Consider authorizing the use of ARP Funding for the fire station design fees. (proposed fire station #3). (Purchasing Manager).

15. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate additional ARP funding for the fire station design fees. (Purchasing Manager).

16. Consider a resolution authorizing the City Manager/Mayor to enter into a Standard Form Agreement between Owner (City of Kingsville) and Architect (Brown Reynolds Watford Architects, Inc.) for Fire Station No.3. (Purchasing Manager).

17. Consider authorizing use of ARP Funds to purchase stock water meters and apparatus for the Utility Billing Department. (Purchasing Manager).

18. Consider authorizing purchase of stock water meters and apparatus via DIR purchasing cooperative, as per staff recommendation. (Purchasing Manager).

19. Consider authorizing purchase of Police Vehicle (F-150 Responder Truck) from Silsbee Ford via TIPS purchasing cooperative, as per staff recommendation. (Stonegarden Grant funds & Ch 59 Funds). (Purchasing Manager).

20. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for a Stonegarden Grant awarded Police Vehicle purchase. (Purchasing Manager).

21. Consider authorizing purchase of Double Drum Steel Wheel Roller for Street Department from Nueces Power Equipment via BuyBoard purchasing cooperative, as per staff recommendation. (CO2023A). (Purchasing Manager).

22. Consider authorizing purchase of Excavator for Landfill Department from Doggett Heavy Machinery Service LLC via Sourcewell purchasing cooperative, as per staff recommendation. (CO2023A). (Purchasing Manager).

23. Consider authorizing purchase of Waste Handler Dozer for Landfill Department from Doggett Heavy Machinery Service LLC via Sourcewell purchasing cooperative, as per staff recommendation. (CO2023A). (Purchasing Manager).

24. Consider a resolution authorizing City Manager to execute a Contract for Services with Andale Construction, Inc. for repairs to part of Kleberg Ave. and part of 8th Street. (awarded 10/23/23). (Purchasing Manager).

25. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to accept and expend grant funding from Borderstar for Police Department personnel costs, fuel and equipment purchases. (subset of Local Border Security Program). (Interim Police Chief).

26. Consider a resolution authorizing the Mayor to enter into an Interlocal Agreement Between Kleberg County, Texas and the City of Kingsville, Texas for P25 Phase II Radio System Upgrade Project. (County approved 11/01/23). (City Manager).

27. Consider awarding bid to Dailey-Wells Communications for equipment and services for P25 Phase II Radio System Upgrades via HGAC purchasing cooperative, as per staff recommendation. (IT Director).

28. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the Police Department P25 Phase 2 Radio System Upgrade. (IT Director).

29. Consider approving Change Orders #1 (GLO funds) and #1A (City funds) with Gerke Excavating, Inc. for GLO CDBG-MIT Project #3. (18" wastewater main replacement to 3MGD WWTP project). (City Engineer).

30. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 budget to appropriate funding for a change order for the Wastewater Main Replacement Line (Project #3) included in the D218 GLO Grant. (Change Order#1A). (City Engineer).

31. Consider rejecting low bid due to errors and missing documentation and awarding bid for GLO CDBG-MIT Project #4 to second lowest bidder Gerke Excavating, Inc., as per recommendation of outside engineer. (for sanitary sewer improvements in alley between E. Johnston Ave. and E. Fordyce Ave.; Contract D218). (City Engineer).

32. Consider awarding bid for GLO CDBG-MIT Project #2 to lowest (lone) bidder Infrastructure Rehabilitation USA Inc. contingent on GLO approval by November 26, 2023, as per recommendation of outside engineer. (for manhole rehabilitation project; Contract D218). (City Engineer).

33. Consider awarding RFP #24-03 for archeological services to Johnson, Mirmiran and Thompson, Inc., as per staff recommendation. (GLO CDBG-MIT #22-085-009-D237-Project 7). (City Engineer).

34. Consider a resolution authorizing the Mayor to execute an Archeological Services Agreement between City of Kingsville, Texas and Johnson, Mirmiran and Thompson, Inc. for the Community Development Block Grant-Mitigation Contract Number 22-085-009-D237. (Project 7). (City Engineer).

35. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinance §15-4-3 and §15-4-4 of Chapter XV, Article 4, Flood Damage Prevention, providing for updated map dates and correction. (City Attorney/City Engineer).

VII. Adjournment.

1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.

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

NOTICE

This City of Kingsville and Commission Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodation 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 at City Hall, City of Kingsville, 400 West King Avenue, 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 9, 2023, at 11:30 A.M. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Mary Valenzuela

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

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

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

MINUTES OF PREVIOUS MEETING(S)

OCTOBER 23, 2023

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, OCTOBER 23, 2023, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:
Hector Hinojosa, Commissioner
Norma N. Alvarez, Commissioner
Edna Lopez, Commissioner
Ann Marie Torres, Commissioner

CITY COMMISSION ABSENT:
Sam R. Fugate, Mayor

CITY STAFF PRESENT:
Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, Director of Information & Technology
Derek Williams, IT
Emilio Garcia, Health Director
Deborah Balli, Finance Director
Bill Donnell, Public Works Director
Diana Gonzales, Human Resources Director
Kwabena Agyekum, Senior Planner/HPO
Janine Reyes, Tourism Director
Brad Lile, Interim Police Chief
Rudy Mora, Engineer
Mike Mora, Capital Improvements Manager
Susan Ivy, Parks Director
J.J. Adame, Fire Chief
Charlie Sosa, Purchasing Manager

I. Preliminary Proceedings.

OPEN MEETING
Mayor Pro-Tem Hinojosa opened the meeting at 5:00 P.M. with four commission members present. Mayor Fugate was absent from the meeting.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)
The invocation was delivered by Ms. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – October 10, 2023

Motion made by Commissioner Lopez to approve the minutes of October 10, 2023 as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Lopez, Hinojosa voting "FOR". Torres "ABSTAINED".

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

None.

III. Reports from Commission & Staff.[2]

"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning

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

Mr. McLaughlin, City Manager reported that there will be a joint meeting with Kleberg County Commissioners Court to discuss interlocal agreements between the City and Kleberg County. The meeting will take place on Wednesday, November 1st at 5:00 p.m. It was further reported that early voting is taking place, with the first day being today, at the Early Voting Annex Building across from the courthouse.

Ms. Courtney Alvarez, City Attorney reported that the next regular city commission meeting is scheduled for Monday, November 13th. The deadline for staff to submit agenda items is November 1st. It was further reported that the city will be closed on November 10th for Veteran's Day.

At this time, the Commission read and presented three proclamations, National Veteran's Small Business Week, Arbor Day, and Patrolman Sherman Otto Benys, Jr. Day.

IV. Public Comment on Agenda Items.[3]

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

Mrs. Vicki Benys, 1914 Martin commented that there are scheduled events on November 3rd, Blood Drive will be at Kingsville Police Department in honor of her late husband, Patrol Sherman Otto Benys, Jr. She further commented that Kleberg County Attorney, Mrs. Kira Talip-Sanchez had a credit for a 5K Run and offered it for an event in honor of Patrolman Benys. The 5K Run is called the 5K Hero United Battle of the Badges. The event will take place on November 4th with registration at 7:00 a.m. and 5K Run beginning at 8:00 a.m. She further stated that the 911 call that her husband responded to was a call for domestic violence. She further stated that proceeds from the 5K Run will be shared with organizations such as the Purple Door.

V. <u>Consent Agenda</u>

<u>Notice to the Public</u>

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.

<u>CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:</u>

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

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

1. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, amending the location of speed limit zones on West King Avenue and reducing the speed limit to 45 mph; providing for appropriate penalties, fines, and fees regarding the regulation thereof. (per TxDOT request). (City Attorney).

2. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, providing for a revised school zone for the Santa Gertrudis Independent School District's Elementary and Intermediate School on King Street. (per TxDOT request). (City Attorney).

3. Motion to approve membership with Electric Reliability Counsil of Texas (ERCOT) for 2024. (renewal of annual membership). (City Attorney).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.[4]

4. Consider appointing Eden Hernandez to the Zoning Board of Adjustment for a two-year term as a regular member. (Interim Planning & Economic Development Director).

Motion made by Commissioner Lopez and Commissioner Alvarez to approve the appointment of Eden Hernandez to the Zoning Board of Adjustment for a two-year term as a regular member, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Torres, Alvarez, Lopez, Hinojosa voting "FOR".

5. Consider a resolution accepting a Petition for and calling for a public hearing on the creation of the Somerset at Kingsville Public Improvement District Number 1 within the City of Kingsville, Texas pursuant to Chapter 372 of the Texas Local Government Code and authorizing the mailing and publication of notice of the public hearing. (City Attorney).

Ms. Alvarez stated that previously the city had done this about a year ago. Due to inflation and other supply costs, things have gone up. The project hasn't started yet but they need to update the PID to increase the amount that the PID would cover due to the inflation that has incurred between the last time this was done and now. This resolution accepts the petition requesting for it to be established and sets a public hearing date for November 27, 2023, at 5:00 p.m.

Motion made by Commissioner Torres to approve the resolution accepting a Petition for and calling for a public hearing on the creation of the Somerset at Kingsville Public Improvement District Number 1 within the City of Kingsville, Texas pursuant to Chapter 372 of the Texas Local Government Code and authorizing the mailing and publication of notice of the public hearing, seconded by Commissioner Alvarez.

Commissioner Hinojosa asked about streetlights within this area.

Mr. Wiley McIlwain of Somerset Land Co. stated that the streetlights are not included in the PID funding because it doesn't end up being part of the public infrastructure. The lights are

installed and owned by AEP for which he signs a contract with them during the time period during the development process and they figure how many services they will get and as per his contract he will pay them the difference on what credits they give him for the number of houses.

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

6. Consider a hearing:on of the City Commission of the City of Kingsville, Texas, setting a public hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Kingsville, Texas; authorizing the issuance of notice by the City Manager of Kingsville, Texas regarding the public hearing; directing the City to prepare a preliminary reinvestment zone financing plan; and providing for an effective date. (City Attorney).

Ms. Alvarez stated that the city received a request to create the TIRZ. This is similar to the PID, you accept the petition for the request then set a date for the public hearing, which in this case would be December then take further action on it. She stated that she has spoken with bond counsel Mr. Dan Martinez, and he will be present at the meetings for both public hearings. If this is approved, then we go to see if other taxing entities would like to participate or not. If they do, then they may appoint one person to the Board of Directors and that Board would be responsible for supervising the TIRZ and the funds collected and disbursed from that according to the Tax Code. She further stated that this would assist with funding development for land within the area covered by the TIRZ.

Motion made by Commissioner Alvarez to approve the resolution of the City Commission of the City of Kingsville, Texas, setting a public hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Kingsville, Texas; authorizing the issuance of notice by the City Manager of Kingsville, Texas regarding the public hearing; directing the City to prepare a preliminary reinvestment zone financing plan; and providing for an effective date, seconded by Commissioner Lopez.

Commissioner Torres asked if both resolutions were for Somerset but have to be two separate resolutions.

Ms. Alvarez stated that because there are two different types of economic development tools, the PID would have to be done first then the TIRZ.

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

7. Consider declaring Oxcon Systems the sole source product and Andale Construction the sole source installer of polymeric composite micro materials and awarding quote for same. (for concrete overlay on parts of Kleberg Avenue and on parts of 8th Street; using Street Maintenance Fee). (Purchasing Manager).

Mr. Charlie Sosa, Purchasing Manager stated that this item authorizes the city to award and approve a contract with Andale Construction from Vally Center of Kansas for the resurfacing of Kleberg Avenue from 6th Street to 9th Street and 8th Street from Kleberg Avenue to King Avenue.

Commissioner Lopez asked why the project wouldn't continue up to the courthouse. Mr. Sosa responded due to the price. Mr. Sosa further stated that the city has received a lot of complaints in the area of 8th Street. Mr. Sosa further stated that once the commission sees

the surfacing material that will be used, if it's satisfactory, then they can continue with the rest of the area.

Commissioner Hinojosa asked what the fund balance is in maintenance fees. Mr. Sosa responded that what is annually collected is $1 million. But staff would like to save some of those funds to be able to do some of the other streets throughout the city.

Mr. McLaughlin stated that the fund balance is around $900,000 currently. He further stated that what is being proposed is just the driving lanes as those are the worst parts of those roads. Under the advisement of the Street Supervisor and Public Works Director, they believe that this coating should go from curb to curb which means they can't go from 6th to 9th Street, we can only go from 6th to 8th Street and from King to Klebert on 8th Street. What has been spoken about, 6th to 9th Street driving lanes only and the part of 8th Street will cost about $375,000. If staff removes the piece from 8th to 9th Street, we can fill in the parking all along Kleberg from 5th to 8th Street and do the parking areas on 8th Street so that it's completely covered from curb to curb the price would be around $600,000. Mr. McLaughlin stated that we have the funds for one or the other.

Motion made by Commissioner Alvarez to declare Oxcon Systems the sole source product and Andale Construction the sole source installer of polymeric composite micro materials and awarding quote for same. (for concrete overlay on parts of Kleberg Avenue and on parts of 8th Street; using Street Maintenance Fee), seconded by Commissioner Lopez.

Commissioner Torres asked if staff considered going all the way down to the courthouse. Mr. McLauglin yes, but it would cost over $ 1 million. Commissioner Torres asked what the recommendation from the Street Department is. Mr. McLaughlin stated that their recommendation is from 6th Street to 8th Street, on Kleberg curb to curb and 8th to King Avenue. Commissioner Torres asked if the Street Department looked at the area from 9th Street to 10th Street where most people have fallen.

Mr. Bill Donnell, Public Works Director, responded that the entire street was looked at but what is being brought to the commission now is a small portion of the entire project. There is no way that the entire project could be done. He further stated as far as patching between 9th and 10th Street, what is needed is to do a better job of patching before the parades.

Commissioner Hinojosa stated that he would go along with the staff's recommendation as other streets need to be worked on as well.

Commissioner Lopez commented that she would like for staff to budget in the next fiscal year funds to finish this project and continue all the way towards the courthouse.

Mr. McLaughlin commented that for the next budget cycle, he will be requesting the street fee to be increased due to inflation.

Commissioner Hinojosa asked about the warranty for this product. Mr. Sosa responded that it has a 10-year warranty, but they have found out that this product lasts up to 25 years.

Commissioner Lopez commented that this commission will probably not be around in 25 years...

Commissioner Hinojosa called for the question.

Commissioner Hinojosa further asked for clarification on the agenda item that the commission would be approving, what is being proposed is from 6th Street to 8th Street on Kleberg from curb to curb, then 8th Street from Kleberg to King Avenue. Mr. McLaughlin responded that this was correct.

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

8. Consider approving a Proclamation naming November 3, 2023 as Arbor Day in the City of Kingsville. (Parks Director).

Mrs. Susan Ivy, Parks Director, stated that this is a step in working towards the designation of Tree City USA.

Motion made by Commissioner Alvarez to approve the proclamation naming November 3, 2023 as Arbor Day in the City of Kingsville, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa voting "FOR".

9. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III-Administration, Article 3-Departments, Boards, & Commissions, by adopting Sections 3-3-160 through 3-3-170, providing for creation of a Tree Board, duties, prohibitions, recommendations, and education. (Parks Director).

Mrs. Ivy stated that in an effort to become a Tree City, we must establish a Tree Board to oversee the planning, installation, care, and education of trees in our community. The ordinance commits the Parks Advisory Board to serve as the Tree Board with advisement from the Texas Forest Service, Kleberg Kenedy Agri Life Extension, Kingsville Parks & Recreation, Kingsville Public Works, Tourism, Planning Department, and City Manager's Office. The Tree Board Operations will operate through the Parks Department. An application to become a Tree City will be presented to the City Commission for approval sometime in November 2023.

Introduction item.

10. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the Water Meter Carry Over Project. (Finance Director).

Mrs. Deborah Balli, Finance Director stated that the water meter project started in Fiscal Year (FY) 22-23 with an estimated completion date of December 31, 2023. At the time the FY 23-24 budget was being developed it was difficult to determine how far along the project was going to be at the end of FY 22-23. The Finance Department decided to wait until the beginning of FY 23-24 to establish the remaining budget. The amount of this budget amendment is the amount that is the balance of this project at the end of FY 22-23 and is the amount that needs to be appropriated for FY 23-24 expenditures.

Introduction item.

11. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the purchase orders rolled forward from the prior Fiscal Year. (Finance Director).

Mrs. Balli stated that at the end of each fiscal year, there are outstanding purchase orders that have been created and sent to vendors, and due for various reasons as to why they remain outstanding.

Introduction item.

12. Consider authorizing use of Tourism ARP Funds for installation of signage at Tourism Center. (Tourism Director).

Ms. Janine Reyes, Tourism Director stated that in June the City Commission approved the use of Tourism ARPA funds to order updated video screens to promote upcoming events

at our office space right off the highway. After delivery, facilities staff determined that due to its large size and the need for some support bracket hardware. The signage will be installed by Macareno Signs. The quote provided by Macareno Signs is for an additional $2,500.

Motion made by Commissioner Lopez to authorize use of Tourism ARP Funds for installation of signage at the Tourism Center, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Torres, Alvarez, Hinojosa voting "FOR".

13. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the additional expenditures on the Tourism Video Signage Carry-Over Project. (Tourism Director).

Introduction item.

14. Consider a resolution authorizing the City Manager to execute a Lease with Maintenance Agreement, State and Local Government Addendum, and other documents related thereto with Toshiba Business Solutions. (copier services; via DIR purchasing program). (IT Director).

Mr. Kyle Benson, IT Director stated that the city is currently under agreement with Kyocera Document Solutions for leased print equipment and print services. The quality of service has been sub-par and billing has been inaccurate and inconsistent over the last 18-24 months. After multiple attempts to work with Kyocera to remedy the issues, we are unable to reach a mutually beneficial resolution and therefore wish to change providers to a company better able to meet the needs of the organization while also billing in a fashion necessary to meet our financial obligations. The new contract with Toshiba Business Solutions is for a 48-month term. This contract would include a lump sum payoff of the existing contract in place with Kyocera as well as the replacement of all leased multi-function printers.

Commissioner Hinojosa asked what the payoff amount is for the current contract. Mr. Benson responded that the amount is $44,388.90.

Motion made by Commissioner Torres to approve the resolution authorizing the City Manager to execute a Lease with Maintenance Agreement, State and Local Government Addendum, and other documents related thereto with Toshiba Business Solutions. (copier services; via DIR purchasing program), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Torres, Alvarez, Lopez, Hinojosa voting "FOR".

15. Consider authorizing use of ARP Funds for Police Department network improvements. (IT Director).

Mr. McLaughlin stated that this item authorizes approval of the installation of outdated network equipment including firewalls and network switches, upgrade of server operating systems to supported versions and reconfiguration of network and server infrastructure to industry best practices and CJIS compliance, and replacement of access control hardware for the Kingsville Police Department Central location.

Motion made by Commissioner Torres to authorize use of ARP Funds for the Kingsville Police Department network improvements, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa voting "FOR".

16. Consider authorizing purchase of Police Department network improvements through FreeIT Data Solutions of Austin, Texas via DIR Contract as per staff recommendation. (using ARP funds). (IT Director).

Motion made by Commissioner Alvarez to authorize purchase of Police Department network improvements through FreeIT Data Solutions of Austin, Texas via DIR Contract as per staff recommendation. (using ARP funds), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Torres, Alvarez, Hinojosa voting "FOR".

17. Consider authorizing purchase of Police Department access control as part of network improvements through American Integrated Solutions of Corpus Christi, Texas via GoodBuy Contract as per staff recommendation. (using ARP funds). (IT Director).

Motion made by Commissioner Lopez to authorizing purchase of Police Department access control as part of network improvements through American Integrated Solutions of Corpus Christi, Texas via GoodBuy Contract as per staff recommendation. (using ARP funds), seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Torres, Alvarez, Lopez, Hinojosa voting "FOR".

18. Consider introduction of an ordinance amending the Fiscal 2023-2024 Budget to appropriate funding for the Police Department technology infrastructure. (network improvements ARP funds). (IT Director).

Introduction item.

19. Consider introduction of an ordinance amending the Fiscal 2023-2024 Budget to appropriate funding for the purchase of golf equipment and course improvements. (Parks Director).

Mrs. Ivy stated that this item is asking for approval of a budget amendment to allocate $14,500 for a zero-turn mower for the Golf Course, $7,400 for aeration of greens, and $4,400 for fairway sprinkler heads.

Commissioner Alvarez asked if the city would still be in charge of the Golf Course. Mr. McLaughlin responded yes, as it was included in the Fiscal Year 23-24 budget.

Introduction item.

20. Consider authorizing the use of ARP Funds for various Park improvements. (Parks Director).

Ms. Ivy commented that they are still working on several projects and some of the funding was uncertain at budget time as to whether it would be completed last year or not. The total for the projects is $301,489.83 less the $180,000 budgeted which equals to $121,489.83 needed.

Motion made by Commissioner Torres to authorize the use of ARP Funds for various Park improvements, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa voting "FOR".

21. Consider introduction of an ordinance amending the Fiscal 2023-2024 Budget to appropriate funding for the ARP funded Parks projects roll forward from the prior fiscal year. (Parks Director).

Introduction item.

22. Consider additional one-time compensation for Finance Director for work performed during the budgetary process due to Accounting Manager vacancy. (City Manager).

Motion made by Commissioner Alvarez to approve the additional one-time compensation for the Finance Director for work performed during the budgetary process due to the Accounting Manager vacancy, seconded by Commissioner Torres.

Commissioner Alvarez commented that this was a lot of extra work that needed to be done on the Finance Directors part and also having to work on the city's budget.

Ms. Alvarez commented that the Finance Director also had to prepare the quarterly reports and also do the bond rerating and bond issuance, which were all going on at the same time and normally have two people working on that.

Mr. McLaughlin commented that this was his initiative and he felt that being an exempt employee, the city policy doesn't require any extra compensation for exempt employees. However, after Mr. David Bodiford left the position in June, he has full accountability, through emails, for all the extra hours that the Finance Director worked without Mr. Bodiford's assistance. He further commented that he himself took up some of the duties to assist with the budget process, but the Finance Director worked an additional 220 extra hours in three months which is working two extra weeks in one month. He further commented that normally, in the past, when Mr. Bodiford was still with the city, he would grant them a 40-hour leave for all the extra hours worked. He stated that this was above and beyond and felt she should be compensated. He stated that this is a one-time stipend for the Finance Director. This is not to set a precedence as everyone's compensation is already fixed in the compensation plan. He stated that he would be addressing these types of situations on a case-by-case basis and have it brought forward to the commission for their approval. He stated that what he is asking for is to compensate the Finance Director for the extra hours worked in July, August, and September at $1,000 for each of those months, for a total of $3,000.

Commissioner Torres asked if this is like any other stipend that is given to any other position. Mr. McLaughlin responded that there are not too many stipends given in the city, this is only a one-time stipend.

Commissioner Lopez asked if there were any other stipends given out. Mr. McLaughlin responded that the only other stipend that is given is to the Tourism Director for Public Information Officer (PIO), as it is not worth it for the city to hire a full-time employee for PIO. Commissioner Lopez further asked if there is anything in writing for setting stipends. Mr. McLaughlin responded that the policy talks about what exempt employees do but it also says that the City Manager may make recommendations on changes to the compensation plan.

Commissioner Hinojosa commented that he is aware of the type of work that is needed to build a budget, it's a lot of work, especially for one individual. He further asked if anyone else within the Finance Department could assist with all this work.

Mr. McLaughlin responded no because what goes into the building of the budget is working in the EA's and DR's and the finance staff is working on the real-time budget by doing accounts receivable and accounts payable.

Commissioner Hinojosa commented that this would not create a precedence in the future. Mr. McLaughlin responded no and doesn't want anybody on staff to think that they could go out and work extra hours and think they would receive compensation for it. He would see this as a case-by-case and see if it is justified that they have done more than what the policy says that an exempt employee is supposed to do.

Commissioner Lopez asked where the city stands in hiring for that particular position. Mr. McLaughlin responded that the position had already been filled a week ago.

Commissioner Alvarez calls for the question.

Commissioner Hinojosa calls for a roll call vote.

Commissioner Lopez comments that the call for the question made by Commissioner Alvarez did not have a second.

Commissioner Torres commented that she seconded the call for the question made by Commissioner Alvarez.

Commissioner Lopez commented that it was not announced.

Commissioner Hinojosa commented that there was a call for the question by Commissioner Alvarez and seconded by Commissioner Torres.

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

23. Consider out-of-state travel for Commissioner Torres to attend the NALEO Policy Institute on Health: Creating Pathways Toward Latino Well-Being from November 15-18, 2023 in Newport Beach, CA. (Commissioner Torres).

Commissioner Torres stated that expenses for this trip would be paid for by a scholarship she was awarded by NALEO.

Commissioner Alvarez asked if the trip was to be paid for through a scholarship and not city funds, why would it require commission approval?

Mrs. Alvarez responded that any out-of-state travel for city business, paid for by city funds or through a scholarship, would require commission approval in order to insure the traveler through the city's insurance.

Motion made by Commissioner Alvarez to approve the out-of-state travel for Commissioner Torres to attend the NALEO Policy Institute on Health: Creating Pathways Toward Latino Well-Being from November 15-18, 2023, in Newport Beach, CA, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Torres, Alvarez, Lopez, Hinojosa voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:16 P.M.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, TRMC, CMC, City Secretary

NOVEMBER 1, 2023

A SPECIAL JOINT MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION AND KELBERG COUNTY COMMISSIONERS' COURT WAS HELD ON WEDNESDAY, NOVEMBER 1, 2023, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

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

CITY STAFF PRESENT:
Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, Director of Information & Technology
Derek Williams, IT
Deborah Balli, Finance Director
Bill Donnell, Public Works Director
Diana Gonzales, Human Resources Director
Brad Lile, Interim Police Chief
Rudy Mora, Engineer
Susan Ivy, Parks Director
J.J. Adame, Fire Chief

I. Preliminary Proceedings.

OPEN MEETING
Mayor Fugate opened the meeting at 5:00 P.M. with all five commission members present.

Kleberg County Judge Rudy Madrid opened the meeting for the County at 5:05 p.m. with all five County Commissioners present.

INVOCATION / PLEDGE OF ALLEGIANCE
The invocation was delivered by Ms. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

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

1. None.

III. Reports from Commission & Staff.[2]

"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development , Code Enforcement, Proposed Development Report; Accounting & Finance – Financial Services - Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works- Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements,

Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."

Mr. Mark McLaughlin, City Manager welcomed the County Commissioners' Court to the meeting. He further stated that the three items that will be discussed this evening are the P25 Radion System, Jail Contract, and Emergency Medical Services for a certain section of Kleberg County.

Ms. Courtney Alvarez, City Attorney reported that the next regular commission meeting is scheduled for November 13, 2023. She also reported that city offices will be closed on Friday, November 10, 2023, for Veterans Day.

IV. Public Comment on Agenda Items.[3]

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

No public comments were made.

V. Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member 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. Discuss and consider giving staff direction on proposed City-County Interlocal Agreement for P25 Phase II Radio System Upgrades. (City Manager).

Mr. Richard Kirkpatrick, Kleberg County Sheriff stated that they have been in discussion about the radio system for some time now. Both city and county share the radio system with the county having the tower. The ongoing issue today is that Kingsville is like being isolated on an island. Some of the surrounding counties and jurisdictions around Kleberg County do not share the 800mghz radio system. Different agencies such as DPS and Border Patrol are on different types of radio systems. Because of this, no one can talk to each other, which has always been the problem. What has been proposed by Dailey Wells is that we allow the system to be upgraded to Phase 2 which means that we would be investing in the ability to

join all the radio networks up to San Antonio and with the possibility of sometime in the future, further points north. Sheriff Kirkpatrick stated that what his officers would be able to do is drive from Kleberg County to San Antonio, without changing the channel and be able to speak to the dispatcher in Kleberg County directly. He further stated that the proposal presented tonight is aggressive in terms of allowing the entities to pay it out on a term, which would not force the entities to come up with all the funds at one time, but rather over a three-year period. Sheriff Kirkpatrick stated that this is a good thing for both the County and the City and would solve some of the issues with the radio system.

Mayor Fugate asked if Sheriff Kirkpatrick was satisfied with the payment plan that had been proposed. Sheriff Kirkpatrick responded that he was satisfied and believes it is a fair deal.

Commissioner Hinojosa asked that with this system, would both entities be able to tie in with DPS.

Sheriff Kirkpatrick responded that the way the radio system is today, in order for DPS to speak with the officers they have to have our frequency plugged into our radio, which is not easy to do. The radio system network now is secured which prevents anyone from typing in the frequency and starting to talk. The way the system is built and depending if these agencies have the capability to have their radio to communicate on an 800mghz system now become part of a bigger puzzle. He further stated that to answer Commissioner Hinojosa's question, yes, because those individuals will be able to do that once we start upgrading the system.

Commissioner Hinojosa asked what about the Fire Department, will they be able to tie into the system? Sheriff Kirkpatrick responded yes.

County Judge Madrid asked if the current radio system is compatible with this. Sheriff Kirkpatrick responded that most of the radios that they own today, which he cannot speak on behalf of all the other entities, but in our situation, we would not need to pay for any radios in order to make the change. He further stated that according to the City of Corpus Christi and Peter Collins, he has assured him that during this timeframe he will assist in changing the feature sets on the radio so that we would not have to incur additional costs in order for those to be enabled. The existing radios would be used.

Commissioner Alvarez asked if the city's radios would be compatible. Sheriff Kirkpatrick responded that there is a strong possibility that they are.

Mayor Fugate asked both Fire Chief and Police Chief if they were satisfied with this. Both responded yes.

County Commissioner Chuck Schulz commented that Mr. Peter Collins has seen all of the county and city radios for all emergency departments.

Commissioner Alvarez asked about the radios for the Texas A&M University-Kingsville Police Department and NAS Kingsville.

Sheriff Kirkpatrick responded that they would be jointly affected as well. He believes that the radios would be nothing more than a patch to those radios, but they would have to be inclusive of it as they would have to have the opportunity to speak with them.

Commissioner Torres asked that if the university and NAS Kingsville get connected, will they be contributing to this as well?

Mr. Kyle Benson, Director of Information and Technology stated that both the university and NAS Kingsville have radios that would be compliant with the new system. The way they are connecting to us now would not change. The Phase 2 radios are backward compatible with Phase 1 networks. He further stated that we would be leveraging those until the time they are ready to make the investment, but connectivity would remain active.

Mr. McLaughlin stated that the quote for equipment, software, and licensing is $186,595.00. There is a second quote for the upgrade of every radio, which we were quoted for 750 units, but we know we don't have that many units, so the price may be lower, the quote was $62,000. He further stated that Dailey Wells, working through Peter Collins, if the city and county went jointly on this, pay it out over three fiscal years with the first payment due on December 12, 2023. The total amount for 750 units is $249,408, in order to upgrade the radios to phase 2. Each payment is $83,136.15, assuming that 750 radios would be upgraded. The first bill would be due December 12, 2023, the second bill due on October 12, 2024, and the last final bill due on October 12, 2025. What is being proposed is for the city to pay the first bill, which is due on December 12, 2023, with the second payment paid for by both entities and the last final payment to be paid by Kleberg County. This would allow the county to be able to budget accordingly for it.

Commissioner Hinojosa asked with the purchase of the equipment, who will retain it.

Mr. McLaughlin stated that if it goes on county property, the county would retain and same if it goes on city property, then the city would retain it.

Mayor Fugate asked for staff to put this item for consideration on the November 13, 2023, commission agenda. No action was taken by the City Commission on this item.

County Judge Madrid stated that his commissioners' court is ready to act on this item now, from the county's side. County Commissioners voted unanimously in favor.

2. Discuss and consider giving staff direction on potential City-County Interlocal Agreement for Emergency Medical Services in the northern section of Kleberg County. (City Manager).

Judge Madrid stated that a contract was not drawn up as he wanted to make sure if the city would like to assist the county with emergency medical services, it would give the Fire Chief the ability to meet with their ambulance service where they can meet on the meet and bounds for the service. Judge Madrid further stated that traditionally the county has had two ambulance services, one stationed in Rivera which covers Rivera and Ricardo with the other located in the City of Kingsville. He further stated that the prices across the state have gone extremely high as there is a shortage of services. He felt that in order to save our taxpayers some money, instead of having the second ambulance in the city and with the amounts of calls being very low, use the Fire Department which is closer to the University and manned 24/7 for the area that the second ambulance services. He stated that their ambulance would still be available to provide backup coverage in the event there were multiple calls at the same time. If the city decides that this is something they would like to assist with, a contract can then be worked on with all the details listed.

Commissioner Hinojosa commented that the judge is telling us, but he has always told city staff to not tell us but to show us. He further stated that he would like to show the statistics. He also stated that his concern is not having the city covered with an ambulance while they are on a call for the county.

Mayor Fugate commented that the city has done this before while covering Bishop, TX for some time. He further commented that the city would need to have its cost covered.

Judge Madrid commented that when their Kingsville ambulance receives a call the Rivera ambulance comes to the Kingsville line and covers the area while the Kingsville ambulance is on a call. Judge Madrid stated that he had provided a report on ambulance runs for their area.

Mr. McLaughlin stated that he received the report, and the report shows that the current rate for outside ambulance companies has drastically increased largely because this unit receives a very low number of calls. The past year Kingsville-based County ambulance ran 210 calls which averages 17 calls per month in that response territory.

Mayor Fugate asked if the city had a provision in the Bishop agreement that if the city needed its ambulances back in the city limits, the city could opt out.

Ms. Alvarez responded that staff would need to look into the 2008 agreement with Bishop in order to see what exactly the agreement stated, but she believes the agreement had some language to that effect. She stated that she believed it stated that they would attempt to get in contact with at least two other providers prior to contacting the city for emergency services, for the Bishop agreement. She further stated that it also stated that whenever it seemed advisable from the senior officer of the Fire Department they could make the decision if the city had the apparatus and personnel available to respond to the call, if so, they could dispatch someone to the call. She further stated that in the agreement it also stated that the rendering of assistance is not mandatory if the asset is not available to render the aid. It also states that there is a bill that would be sent to the county per run with a bill sent to the individual who received the service.

Commissioner Hinojosa asked why the city no longer has this agreement with the Bishop, TX.

Ms. Alvarez responded that they were only in a temporary situation as they hadn't created the emergency service district, and they were also having an issue with the EMS provider.

Judge Madrid stated that the county did go out for bids on this service and did not end up choosing a provider and stayed with their current provider as the bids were expensive. He further stated that this is the county's Plan B with their Plan C being to choose one of the expensive providers.

Commissioner Alvarez asked what the cost would be now.

Judge Madrid responded that currently, they are paying $500,000 in Rivera and if they get this one it will total to a little more than $1 million.

Commissioner Alvarez asked what they were charging for the northern part of the county. Judge Madrid responded that he bought the county some time as he was going to try and negotiate with the city for those services. Judge Madrid stated that the county is hoping for a two-year contract for this ambulance service, at least until the Oxy Plant arrives. He also stated that he has been intimate with these EMS Systems as this is something he used to do during his years in the United States Navy. When the county went out for bids for their providers he also went out and spoke with other County Judges within the surrounding areas regarding situations when it comes to major emergencies, and it be required to have

ambulance services. He stated that in an event as such, the city's ambulance can then move to the county line while both of the county ambulances are tending to the incident. Commissioner Torres stated that she has a concern on how this would affect the city's Fire Department personnel and would like to know what the Fire Chief's thoughts in regard to his staff. Would this put a strain on the city's personnel and medical supplies if the city decides to get into this type of agreement?

Mr. J.J. Adame, Fire Chief stated that any time one commits to additional responsibilities there will be a need to cover those costs. He stated that they respond out to the county if requested by the county. A unit may be sent to the county depending on the coverage of the city. After hours, the commanders have the authority to dispatch a unit outside city limits, pending the level of coverage for the city. This is not something that has not been done in the past, but it would depend on what the level of commitment turns out to be.

Commissioner Torres asked who would do the billing. Chief Adame responded that they bill on calls that we make out on the county, which are handled by the city's billing company.

Commissioner Alvarez asked if the city had three ambulances. Chief Adame responded that there are two frontline units and one reserve unit.

Mr. McLaughlin stated that on the weekly reports he provides to the City Commission, a light week for our Fire Department is about 55 to 60 calls per week. A normal week would be more like in the 70's. There have been times that we have between 80 to 90 calls per week. This would mean one ambulance being out of the station at least every two hours. When one ambulance is out moving patients around, there is only one other ambulance that is available for any other calls. Whether the city could respond to a county call or not, would depend on what is being used at that particular time that a call is received for a county call.

Commissioner Torres asked if we would be able to qualify for the EMS Trauma Grant. If the city would be assisting the county, would the city be able to apply for the EMS Trauma Grant?

Judge Madrid stated that this would be a city grant as there are no grants for EMS Services that counties could apply for at this time. He further stated that this is a hot topic amongst counties at this time, as there are no grants that are available for counties for this type of service. He stated that to be able to order an ambulance, there is a two-year waiting period for it. He further stated that counties are not required by state statute to provide ambulance services. This is something that they have done for many years and feel that it is important enough to spend money on in order to provide emergency services to their taxpayers.

Mayor Fugate commented that this looks to be a bit premature at this time and suggested that the city's attorney meet with the county attorneys and Fire Chiefs and see what they can come up with.

Commissioner Hinojosa asked how many times the two city ambulances have been on a call at the same time with another call coming in all at the same time. Chief Adame responded that he would need to look into this.

Mr. McLaughlin stated that though the city has three ambulances, the city does not have the staff to be able to man the third ambulance. He further stated that this is doable if we understand the geographical area and how much this puts the city in jeopardy of not being able to cover our own citizens, which would be a big deal to our citizens. If the city can do it, he would support it, as the city's EMS would not be making runs all the way to Baffin Bay.

If it's the north, between Armstrong and Hwy 77 up to the county line, it could be doable for the city, so long as the city is still able to provide coverage to its citizens.

Commissioner Alvarez asked that when there is an accident on what is called the 14-mile stretch, going towards the airport, who responds to those calls.

Mr. McLaughlin responded that it would all depend on who was dispatching at that time. If it is a minor accident the county would get dispatched, but depending on the nature of the injury the city may be asked to respond to the call as city EMS is closer to the area that needs the response. If the county needs to respond to the call, they will need to come from Rivera into town and out to Hwy 141 to respond to the call, which is about 8 miles to respond to a call in that area.

Commissioner Lopez asked for a number of individuals who are in that particular area. Judge Madrid responded that the city would be looking at about half a patient a day.

Mr. McLaughlin responded that he thinks it would be operationally feasible to do so long as we have a clear waterfall for the Fire Department and Dispatchers to know that they have no City of Kingsville ambulance dispatched, and they need an ambulance in the county and it would be dispatched to the geographical area, then they can dispatch it out. With this being said, it would mean that the second ambulance would need to be clearly tethered to the city for any city calls.

Judge Madrid commented that it would be needed for Chief Adame to put together a tactical plan with Kleberg Volunteer Fire Department and EMS that is stationed in Rivera, in the event they get called.

Mr. McLaughlin commented that he could work with Chief Adame in drafting an agreement with what could work for the city. This will give the county an understanding of what the capabilities are based on certain scenarios.

Judge Madrid commented that the county is building an operation center, and an office could be provided for them in that center.

Commissioner Alvarez asked about the amount of money that is being spoken about. Judge Madrid responded that the city already bills the county for any ambulance runs that are made to the county. Commissioner Alvarez stated that she wasn't sure if the county would be paying a flat fee for this service or if it would be per run.

Ms. Alvarez responded that in the past the city had a flat fee per run that was billed to the City of Bishop for each call.

Mayor Fugate commented that the city wouldn't know what the actual cost would be for each run.

Ms. Alvarez commented that for example, if a call comes in for ambulance service and our ambulance goes out on that run, for example, it would be $250 that the governmental entity would be billed. Depending on what happens with the patient would be a separate bill, which for example could be $900 or more, depending on the call and what is needed to tend to that patient, which will then go through the patient's insurance. She further stated that there is a cost to assist in providing the service and billing the patient's insurance.

Mayor Fugate commented that this may be a bit premature to consider at this time. Staff will need some time to draft an agreement that both entities agree upon.

Judge Madrid commented that he wanted the talks to begin on this and see what could be drafted that both entities would agree on for this service.
Commissioner Alvarez asked if the county had a timeframe that they would like this to be put in place. Judge Madrid responded that the sooner the better.

Discussion item only.

3. Discuss and consider giving staff direction on possible amendment of City-County Interlocal Agreement on Jail. (City Manager).

Judge Madrid stated that each year the jail bill has been increasing. The jail bill alone, not including the Sheriff's Office, the county had to budget over $3 million into it this year. This covers health care, indigent defense, transportation, housing, and meals; with health care being the largest cost. He further commented that the County Commissioners came up with a standard rate for their jail and currently Kenedy County also utilizes the use of the jail as well. Madrid stated that they had an overtime issue as their jailers were spending a lot of time in the emergency room. They receive a large number of inmates, and the minute they are booked in the jail they start claiming health issues and by law, medical services must be rendered. He further commented that the County is mandated to pay for the health care coverage that is required by each inmate. He also stated that he always feels as if we are double taxing our taxpayers because when taxes are filed at the end of the year you pay into indigent health care. When it is required to take them into the emergency room and charge the county for it you are now charging each of them for their health care, when our taxpayers have already paid at the end of the year. He further stated that the Sheriff's Office budget is about $6 million dollars for law enforcement.

Mayor Fugate asked what Kenedy County pays. Judge Madrid responded that it's the same amount that is being charged to the city, a flat rate. Madrid further commented that it is very expensive to run a detention center now and officers are being underpaid.

Commissioner Schulz stated that they have looked at the contract with the city and it looks like it's the same as it was in 2016.

Mr. McLaughlin responded that he and the City Attorney compared the county's proposal to the 2016 contract. He stated that he is aware that the city needs to pay for its fair share for city prisoners, but the city just doesn't know what that amount is. One of the questions asked was that the contract went from $55 for a set number of beds and if the city exceeded the amount of beds the city used then the county would charge a premium above that. Now the new proposal from the county went to being by space with $125 per bed. This is difficult for the city to budget for as we wouldn't know how many prisoners the city would have. He further stated that the city is all for paying its fair share but would like to see how the $125 was calculated.

Ms. Alavarez stated that this is for only city inmates who are jailed for city warrants for only city charges. It's not for the guy that goes and burglarizes in the town, which would not be a city charge, it would be a state jail charge. The city would not get charged for that particular inmate as it is not a city prisoner, and he would not be there for a city charge or for a warrant.

Commissioner Torres asked if the city inmates are those that usually have warrants. Ms. Alvarez responded that only for Class C warrants. A city inmate would be one with a Class

C warrant or Class C offenses. Commissioner Torres further asked if the city is paying $55 per day for 7 beds only, could the city do a give and take if the city would be providing ambulance service for a certain area of the county.

Ms. Alvarez stated that this would be two separate agreements.

Judge Madrid commented that by having it separate it keeps it simpler. The city provides a service for the county, the county will pay for that service and vice versa. He further stated that he understands that it is very hard to do an anticipated expenditure sheet according to how many inmates the entity will have at any given time. He further stated that with the wording on the new proposed contract, and space availability, that language can be changed to read differently, such as having seven beds.

Mr. McLaughlin stated that at one point the county was low on jail guards, which hurt the city because inmates were not allowed due to staffing.

Judge Madrid stated that while he was working on his budget, he thought it was unfair to charge the city for beds not being used, so that language was removed. He further stated that on this agreement the city has the option that if a city inmate needed emergency room care, the county would bill the city the amount that would be paid to the officer tending the city's inmate or the city can replace the officer with a city officer to sit with the city's inmate and relive the county officer to return to the jail.

Mr. McLaughlin asked how this would be different from the 2016 agreement.

Ms. Alvarez responded that what Judge Madrid is speaking about with regard to if an inmate to go to any type of medical facility the city would have the option to either pay for the sheriff's personnel tending to the city's inmate or send one of our own officers for coverage purposes.

Mr. McLaughlin stated that the original contract from 2016 states that if a City of Kingsville inmate needs to be transported to a hospital in an emergency, Kleberg County shall provide adequate and reasonable security to secure the inmate while at the hospital.

Ms. Alvarez stated that if they were arrested on a state charge they would become the county prisoners, so the county would be responsible. She stated that what is being said is that if the prisoner is a city prisoner under city warrants and the only reason they are in the jail, that's when the city beds would be charged and when that section of the clause would be triggered.

Judge Madrid states that this reflects the overtime that is being paid to the county employee for sitting with an inmate at the hospital.

Commissioner Hinojosa asked if there were any federal prisoners in the jail. Judge Madrid responded no. Commissioner Hinojosa further commented he also agrees that the city should pay its fair share.

Mr. McLaughlin commented that if the $125 per bed is what is being charged to all other entities that house their inmates, then he is fine, so long as the City Commission agrees, as well as having a certain number of beds for city inmates. He further stated that there is a clause in the proposed contract regarding health care costs for a city inmate. He stated that he does not recall the city ever having to pay for health care costs.

Judge Madrid commented that as far as the health care costs, it would be whatever bill is sent for the care of that city inmate.

Sheriff Kirkpatrick commented that it cannot be predicted what type of health care will be needed if an inmate requires medical care.

Mr. Bradley Lile, Interim Police Chief commented that if the inmate was solely in for Class C, City of Kingsville charges and had medical issues, the Patrol Supervisors can give a promise to appear. We will not delay someone's medical care if it's needed. He further stated that he only ask to define what the city charges are.

Commissioner Alvarez asked if there is something that states what city charges are.

Mr. McLaughlin responded no, as we never had this in the past. It would need to be listed on the draft that says Kingsville shall reimburse Kleberg County for any and all hospital health care, prescription and non-prescription drugs provided to an inmate housed by Kleberg for Kingsville. He stated that is it being assumed that this is for a city prisoner on a misdemeanor.

Judge Madrid stated that this is due to the county's medical bills being so high. He is not sure how many of those inmates who required medical assistance were city inmates or county inmates. What is only being asked is for the city to pay only city inmates. It is hard to say what the amount of the medical bill would be for an inmate, as it depends on what they are going in for.

Mr. McLaughlin asked if the city has an inmate in the county jail today, and what is the fee that the city is being charged.

Judge Madrid responded that the city is being charged $125 per day, which is the new rate. He further stated that the purpose of the contract is to guarantee the city the bed space and price per day.

Commissioner Hinojosa asked if staff had seen how the county came up with $125 per day. Mr. McLaughlin stated that he had not, but he never saw how they arrived at the $55 per day from the previous contract. Commissioner Hinojosa stated that he would like to see the documentation that shows how the county arrived at the $125 per day.

Mr. McLaughlin stated that city staff would need a few days to review the proposed contract and if any questions arise, they would contact county staff.

Discussion item only. No action was taken.

4. <u>Discuss any other projects that involve both the City and the County. (City Manager).</u>

Mr. McLaughlin stated that an update on the JK parking lot, the city set aside $150,000, using Tourism funds, to improve the facility will give it a chance to get events that will put heads in beds. Funds of $85,000 have already been used for the west side of that facility leaving about $75,000 remaining. Mr. McLaughlin stated that he has had conversations with his Public Works Director about beginning work on the east side of the facility. He further stated that the agreement with the county was that the city would do $150,000 of parking lot work and any overages would be paid by the county. So, the thought is if Commissioner Rosse's staff has the same equipment as the city, then if the county prepped it then the city

can pave it with the remaining $75,000 and any overages would be less because the county would have done the prep work. If the city has to do all the work, then it could be more expensive for the county.

Commissioner Rosse commented that he would have to go out to the site and look at all that would need to be done as he is just now having a full staff, which he has not had in the past four years.

Mr. McLaughlin commented that city staff could meet with county staff at the site as city staff have already looked at the site and have an idea of what would be needed.

Commissioner Rosse stated that he can commit to it, but with weather permitting.

Mr. McLaughlin stated that Judge Madrid had asked if this project could be completed before the livestock show in January.

Judge Madrid commented that he understands if the project is unable to be completed before the livestock show. He stated that they are still on task for April, as the Emergency Operation Center should be completed by the end of December, but on task for April.

VII. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:32 P.M.

_____

Sam R. Fugate, Mayor

ATTEST:

_____

Mary Valenzuela, TRMC, CMC, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

Kingsville Parks & Recreation
400 W. King (mailing)
501 Santiago Park Lane (physical)
Kingsville, Texas 78363
361-221-8705
Susan Ivy, Director
361-219-9125

For Information on events and facilities
www.cityofkingsville.com/department/parks
Email:
sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

To: Mark McLaughlin, City Manager
From: Susan Ivy, Director of Parks & Recreation
Date: October 5, 2023
Subject: Agenda Request – Establishment of Tree Board

****

Request: We are asking City Commission to approve an ordinance establishing a "Tree Board" for the City of Kingsville.

History: In an effort to become a "Tree City" we must establish a "Tree Board" to oversee the planning, installation, care and education of trees in our community. The ordinance commits the Parks Advisory Board to serve as this "Tree Board" with advisement from Texas Forest Service, Kleberg Kenedy Agri Life Extension, Kingsville Parks & Recreation, Kingsville Public Works, Tourism, Planning and the City Manager's Office. Tree Board Operations will operate through the Parks Department. An Application to become a "Tree City" will be presented to you for approval in November.

Financial Impact: This will not have any financial impact at this time.

Action: We ask that Commission approve the ordinance establishing the "Tree Board" as presented.

ORDINANCE NO. 2023-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER III-ADMINISTRATION, ARTICLE 3-DEPARTMENTS, BOARDS, & COMMISSIONS, BY ADOPTING SECTIONS 3-3-160 THROUGH 3-3-170, PROVIDING FOR CREATION OF A TREE BOARD, DUTIES, PROHIBITIONS, RECOMMENDATIONS, AND EDUCATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City Commission of the City of Kingsville believes that having a Tree Board to recommend trees appropriate for our geographical region and provide education on location and pruning of trees improves the quality of life of its citizens and enhances tourism; and

WHEREAS, the City Commission has determined that the formal creation of a Tree Board should be formed to help make recommendations on implementaton of a Tree Plan; and

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

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

I.

THAT Chapter III-Administration, Article 3- Departments, Boards & Commissions of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to adopt Sections 3-3-160 through 3-3-170 as follows:

TREE BOARD

§ 3-3-160 TREE BOARD ESTABLISHED.

This section will be governed by the City of Kingsville Parks Advisory Board with advisement from representatives from Texas Forest Service, Kleberg Kenedy County Extension Service, and City of Kingsville Public Works, Tourism, Planning, and Parks staff. The day-to-day operation of this section will be administered by the Director of Parks and Recreation.

§ 3-3-161 DUTIES OF TREE BOARD.

The Tree Board shall recommend approval of the City Tree Plan that is administered through the Parks and Recreation Department and approved by City Manager and by City Commission. This plan will outline the three (3) stages for tree care. First, proper planting techniques; second, regular maintenance; and, third, removal. A copy of this plan shall be kept on file at the Parks and Recreation Department.

§ 3-3-162 PROHIBITION AGAINST HARMING CITY-OWNED TREES.

It shall be unlawful for any person on public property owned by the city to damage, cut, carve, abuse, poison or harm any tree or injure the bark of any tree without authorization from the City Manager or a duly authorized representative thereof.

§ 3-3-163 RECOMMENDED TREES IN CITY RIGHTS-OF-WAY.

The City and its authorized agents, employees, and contractors shall have the right to trim or remove any trees in city rights-of-way. The property owner adjacent to any city street or right-of-way shall be responsible for any damage caused by negligently pruned trees that is actionable under state law. This provision is not intended to create any duties that do not currently exist under state law and shall not constitute a waiver of any governmental immunity of the City.

§ 3-3-164 PROHIBITION OF TREES IN CITY RIGHTS-OF-WAY.

It shall be unlawful to plant any tree in a city right-of-way other than a shrub that normally grows, at maturity, to a height of less than for (4) feet.

§ 3-3-165 RECOMMENDED DISTANCE OF TREES FROM CURB AND SIDEWALK.

It is recommended that the following trees not be planted any closer to curb or sidewalk than the following distances:

a. Small Trees – 2 feet

b. Medium trees – 3 feet

c. Large Trees – 4 feet or as specified on the recommended tree species list.

§ 3-3-166 RECOMMENDED TREES TO BE PLANTED UNDER UTILITIES.

It is recommended that no trees other than those species listed as small trees be planted within ten (10) feet of any overhead utility line or over or within five (5) lateral feet of any underground water or sewer line.

§ 3-3-167 PUBLIC TREE CARE.

The City shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all rights-of-way, streets, alleys, avenues, lanes, squares, and public grounds, as may be necessary to preserve or enhance the symmetry and beauty of such public areas.

§ 3-3-168 TOPPING OF TREES.

It is recommended not to top trees as a normal practice. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree to remove the normal canopy and disfigure the tree.

§ 3-3-169 EDUCATION.

The City will serve as a resource for educational and training opportunities for groups and individuals for tree maintenance, selection, planting, and programs. The City will offer, provide, or make the public aware of training/educational opportunities in the area.

§ 3-3-170 RECOMMENDED TREE SPECIES.

Recommended tree species will be available at the Parks and Recreation Department. This list will be updated annually and established by the Tree Board. Contributing agencies on the recommended list are the Texas Forest Service - Urban Forestry Program, Kleberg Kenedy County Extension Service, and the City.

II.

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

III.

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

IV.

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

INTRODUCED on this the 23rd day of October, 2023.

PASSED AND APPROVED on this the 13th day of November, 2023.

EFFECTIVE DATE: _____, 2023.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #2

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: October 12, 2023

SUBJECT: Budget Amendment #1 – Water Meter Carry Over Project

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Summary:
The Water Meter project started in FY 22-23 with an estimated completion date of December 31, 2023. At the time the FY 23-24 budget was being developed it was difficult to determine how far along the project was going to be at the end of FY 22-23. Finance decided to wait until the beginning of the FY 23-24 to establish the remaining budget.

Financial Impact:
The amount of this budget amendment is the amount that is the balance of this project at the end of FY 22-23 and is the amount that needs to be appropriated for FY 23-24 expenditures. The funding for this budget amendment will come from the unappropriated fund balance of the CO Series 2023-UF Fund 141.

Recommendation:
Staff recommends the approval of this budget amendment.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE WATER METER CARRY OVER PROJECT.

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 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#01

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 141 – CO Series 2023-UF					
Expenditures - 5					
6001	Water Constr	Utility Plant	54300	$2,560,650.50	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the Water Meter carry over project. Funding will come from the unappropriated fund balance of the CO Series 2023 Fund 141.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 23rd day of October 2023.

PASSED AND APPROVED on this the 13th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #3

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: October 13, 2023

SUBJECT: BA #03 - Request to roll end of year purchase orders for items ordered in FY 22-23 that are expected to be received in FY 23-24.

Summary:
At the end of each fiscal year, there are outstanding purchase orders that have been created and sent to vendors and due to various reasons, they remain outstanding.

Background:
All purchase orders that remain outstanding at the end of the fiscal year are reviewed to determine if the products are on order but have not been received or if the project has been started but not yet completed. If there are purchase orders in that state, the purchase order and the associated budget must both be rolled to the next fiscal year to cover the expenditure. During the budget process, it is not always known if items or projects are going to be received or completed by September 30, 2023. If allowances have not been made for this expenditure in the following fiscal year budget, a budget amendment must be submitted to cover the expenditure.

Financial Impact:
Rolled purchase orders will decrease the unappropriated fund balance of the corresponding fund by the following amounts:

- Fund 001 - PO #232384 – Helen Marie Drainage Flume & Footing - $1,850
- Fund 026 - PO #232197 – John Deere Vertical Cut Mower - $10,642.95
- Fund 051 - PO #232274 – SCADA Computer & HDMI Upgrade - $38,700
- Fund 051 - PO #230963 – Bloodhound Mini Nozzel & Sound Bullet - $1,114
- Fund 054 - PO #232250 – Emergency Repairs to Water Well #24 - $98,316
- Fund 092 - PO #232326 – Cat Asphalt Lay Down Machine Rental - $19,347.34
- Fund 113 - PO #232350 – Legal Ad for GLO Project 4 - $403
- Fund 115 - PO #231618 – Police Vehicles - $147,026
- Fund 121 - PO #231625 – Manual Lift Chair for pool - $2,910
- Fund 121 - PO #231584 – Diving Board at pool - $18,784.96
- Fund 126 - PO #221950 – Patrol Units Striping - $1,425
- Fund 206 - PO #232257 – Restroom Plumbing at Chamberlain Park - $13,650
- Total - $354,169.25

City of Kingsville
Finance Department

Failure to roll forward the budgets for the rolled purchase orders will require current FY 23-24 budget appropriations to cover these costs and may result in shortages in current needs. The prior fiscal year's appropriations included these amounts and dropped to fund balance at the end of FY 22-23.

Recommendation:
Staff recommends the approval of the budget amendment for the rolled purchase orders.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE PURCHASE ORDERS ROLLED FORWARD FROM THE PRIOR FISCAL YEAR.

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 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#03

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Expenditures - 5					
3050	Street	Drainage	53100	$1,850.00	
Fund 026 – Golf Course Capital Projects					
4502	Golf Course	Machinery & Equip	71200	$10,642.95	
Fund 051 – Utility Fund					
6002	Water Prod	Utility Plant	54300	$38,700.00	
7003	Wastewater	Minor Equipment	21700	$1,114.00	
Fund 054 – Utility Capital Projects					
6002	Water Prod	Utility Plant	54300	$98,316.00	
Fund 092 – Street Fund					
3050	Streets	Professional Services	31400	$19,347.34	
Fund 113 – City WW Collection System					
7003	Wastewater	System Improvements	72202	$403.00	
Fund 115 – Tax Note Series 2021					
2102	Police	Vehicles	71100	$147,026.00	

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
121 – GF ARP					
4503	Parks	Grounds & Perm Fixt	59100	$2,910.00	
4503	Parks	Grounds & Perm Fixt	59100	$18,784.96	
126 – GF Tax Note Series 2022					
2102	Police	Vehicle	71100	$1,425.00	
206 – Chamberlain Park Fund					
4503	Parks	Grounds & Perm Fixt	59100	$13,650.00	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the purchase orders rolled forward from the prior fiscal year. Funding will come from the unappropriated fund balances of the associated funds.]

Below is a list of the purchase orders that were rolled forward:

- PO #232384 – Helen Marie Drainage Flume & Footing - $1,850
- PO #232197 – John Deere Vertical Cut Mower - $10,642.95
- PO #232274 – SCADA Computer & HDMI Upgrade - $38,700
- PO #230963 – Bloodhound Mini Nozzel & Sound Bullet - $1,114
- PO #232250 – Emergency Repairs to Water Well #24 - $98,316
- PO #232326 – Cat Asphalt Lay Down Machine Rental - $19,347.34
- PO #232350 – Legal Ad for GLO Project 4 - $403
- PO #231618 – Police Vehicles - $147,026
- PO #231625 – Manual Lift Chair for pool - $2,910
- PO #231584 – Diving Board at pool - $18,784.96
- PO #221950 – Patrol Units Striping - $1,425
- PO #232257 – Restroom Plumbing at Chamberlain Park - $13,650

II.

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

III.

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

IV.

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

INTRODUCED on this the 23rd day of October 2023.

PASSED AND APPROVED on this the 13th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #4

BA - ARP

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

Date: October 13, 2023

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

Summary: In June, City Commission approved the use of Tourism ARPA funds to order updated video screens to promote upcoming events at our office space right off the highway. The screens have been delivered. After delivery, facilities staff determined that due to its large size and the need for some support bracket hardware, the signage should be installed by a contractor. Macareno signs has provided a quote for materials and service for the install.

Financial Impact: The quote provided by Macareno Signs is a total of $2,500. The estimate is attached.

Recommendation: Staff recommends Commission approve using $2,500 in Toursim ARPA funds to finalize this project.

Estimate

Date	Estimate #
9/29/2023	7822

Macareno Signs and Graphics® is a Registered Trademark of Macareno Brothers Inc.

Kingsville, Texas

Please remit payment to:
209 E. Nettie Ave.
Kingsville, Texas 78363
(361) 592-0545 / Fax: (361) 595-4053

Customer
CITY OF KINGSVILLE TOURISM DEPARTMENT 1501 N HWY 77 KINGSVILLE, TEXAS 78364

Rep
JMM

Item	Qty	Description	Rate	Total
Materials - ...	1	heavy duty 3"x3" angle and 4"x4" angle with support bracket and hardware bolts for installation	500.00	500.00
Service	1	Service welding and installation of support structure and lifting of sign 2 units 54"x76" led signs	2,000.00	2,000.00

Warranty Coverage: All vinyl graphics have a 3 year warranty which covers any peeling, fading or structural damage due to weather-related occurrences. Labor and materials covered under warranty.

Subtotal	$2,500.00
Sales Tax (0.0%)	$0.00
Total	**$2,500.00**

Phone #	E-mail
361-592-0545	sales@macarenosigns.com

City of Kingsville Touri

			Date Paid
Calculated ARPA Beginning Balance	-$173,544.00		
Wayfinding Signs	$10,000.00	Design/Deposit	Jan-23
Wayfinding Signs	$39,504.00	Fabrication (estimate)	Sep-23
WOST Air Show	$25,000.00		Mar-21
WOST Air Show reversal	-$25,000.00		Mar-21
Train Depot Painting	$12,500.00		Jul-22
Tourism Couch Set	$8,100.00		Jun-22
Tourism Couch Set Freight	$675.00		Oct-22
Promotional Photo Frames	$9,383.28		Mar-23
DI Conceptual Design	$46,390.00		Aug-23
LED Sign Deposit	$9,485.00		Jul-23
LED Sign Final Payment	$9,485.00		Fall 2023
LED Sign Install	$2,500.00		Fall 2023
Total Remaining	-$25,521.72		
Anticipated Projects			
Cartoon Map	$10,000.00	EST	
Butterfly garden sun shades	$5,000.00	EST	
Mural	$3,000.00	EST	
Mini Dog Park	$10,000.00	EST	
Total if approved	$2,478.28		

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE ADDITIONAL EXPENDITURES ON THE TOURISM VIDEO SIGNAGE CARRY-OVER PROJECT.

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 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#02

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 205 – Tourism ARP					
Expenditures - 5					
1071	Tourism Adm	Professional Services	31400	$2,500	

[To amend the City of Kingsville FY 23-24 budget to appropriate additional funding for the Tourism Video Signage carry-over project. Funding will come from the unappropriated fund balance of the Tourism ARP Fund 205.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 23rd day of October 2023.

PASSED AND APPROVED on this the 13th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #5

Budget Am

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Kyle Benson, Director of Information Technology

DATE: October 23, 2023

SUBJECT: KPD Network Improvements via ARP Funding

Summary:
This item authorizes approval of the installation of 1) Replacement and configuration of outdated network equipment including firewalls and network switches, 2) upgrade of server operating systems to supported versions, 3) re-configuration of network and server infrastructure to industry best practices and CJIS compliance, and 4) replacement of access control hardware for KPD Central location.

Background:
The existing network equipment at both Kingsville Police Department sites is of an advanced age making it difficult to manage and secure. In addition to its age, this equipment is also configured in a fashion not meeting generally accepted industry standards. The version of operating system being run on most servers present on the KPD network is no longer supported as of October 10, 2023, and needs to be updated to the latest version to continue receiving security updates and maintain CJIS compliance. The current access control system has multiple door controllers that have failed. With parts scarcity to contend with these failures may lead to a situation where existing working equipment must be scavenged to repair failed equipment. Due to the nature of the equipment present, additional changes may be needed to ensure full operational efficiency and will be factored in as a contingency to financial impact.

Financial Impact:
Funds are available through General Fund ARP line item 121-5-2101-71200, of which $360,000.00 are available this fiscal year. The total cost of this project is estimated to not exceed $120,000 inclusive of the contingency for unforeseen issues, so there is adequate funding for this item.

Recommendation:
It is recommended the City approve the use of ARP funds for improvements and upgrades to the network of the Kingsville Police Department through FreeIT Data Solutions of Austin, Texas through DIR Contract # DIR-CPO-4795 and replacement of the access control through American Integrated Solutions of Corpus Christi, Texas on GoodBuy Contract # 22-23-7A000.

CITY OF Kingsville TEXAS

Freeit™
DATA SOLUTIONS

Contract No:	DIR-TSO-4229
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

Kingsville Police Department
Kyle Benson
200 E Kleberg
Kingsville, TX 78363
(361) 595-8014
kbenson@cityofkingsville.com

Quote Number: 148746791
Quote Date: 9/13/2023
Expiration Date: 10/13/2023

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact:	Joe White
(216) 235-7816	Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
HPE - 3yr Term				
Hardware				
3	P52766-B21	HPE DL320 Gen11 8SFF CTO Server	$1,257.87	$3,773.61
3	P49610-B21	INT Xeon-S 4410Y CPU for HPE	$672.82	$2,018.46
24	P43328-B21	HPE 32GB 2Rx8 PC5-4800B-R Smart Kit	$341.72	$8,201.28
3	P52743-B21	HPE DL320 G11 8SFF x1Tmode U.3 BC BP Kit	$287.73	$863.19
3	P26262-B21	BCM 57414 10/25GbE 2p SFP28 Adptr	$204.24	$612.72
3	P08449-B21	INT I350 1GbE 4p BASE-T OCP3 Adptr	$207.00	$621.00
3	P48908-B21	HPE DL3X0 Gen11 1U High Perf Fan Kit	$238.46	$715.38
6	865408-B21	HPE 500W FS Plat Ht Plg LH Pwr Sply Kit	$92.49	$554.94
6	AF573A	HPE Rdnt 2m 10A C13-C14 Jpr Cord	$6.55	$39.30
3	BD505A	HPE iLO Adv 1-svr Lic 3yr Support	$258.89	$776.67
3	875519-B21	HPE Bezel Lock Kit	$42.99	$128.97
3	P50450-B21	HPE DL3XX Gen11 1U Bezel Kit	$65.55	$196.65
3	P55417-B21	HPE DL320 Gen11 Intrusion Detection Kit	$7.14	$21.42
3	P48183-B21	HPE NS204i-u Gen11 Ht Plg Boot Opt Dev	$343.96	$1,031.88
3	P48904-B21	HPE DL3X0 Gen11 1U Stnd Heat Sink Kit	$40.05	$120.15
3	P52349-B21	HPE Gen 11 EI Rail Kit 1	$115.82	$347.46
3	P52786-B21	HPE DL320 Gen11 NS204i-u NVMe Boot Kit	$18.80	$56.40
3	R7A11AAE	HPE GreenLake COM En 3y Up ProLiant aaS	$310.50	$931.50
Support				
1	HU4A6A3	HPE 3Y Tech Care Essential SVC	$0.00	$0.00
3	HU4A6A300DL	HPE DL320 Gen11 Support	$1,648.28	$4,944.84
		Support Period Duration: 36 months		
Services				
2	FDS-SMTSRT	Freeit Smart Start Installation	$2,337.50	$4,675.00

List Total:	$101,206.00
DIR Discounted Total:	$71,100.64
Shipping and Tax not applicable:	$0.00
Additional Discount:	($40,469.82)
Grand Total:	$30,630.82

Customer Signature of Acceptance **Date** **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/dir-tso-4229 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Freeit
DATA SOLUTIONS

Contract No:	DIR-CPO-4795
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

City of Kingsville
Kyle Benson
200 E Kleberg
Kingsville, TX 7836
Ph: (361) 595-8014
kbenson@cityofkingsville.com

Quote Number: 234642-2
Quote Date: 10/6/2023
Expiration Date: 11/5/2023

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact:	Joe White
(216) 235-7816	Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Freeit Professional Services				
Services				
1	FDS-AD-PS	Freeit Professional services for Active Directory Domain Upgrade - Refer to SOW FDS10062023 for additional details.	$8,750.00	$8,750.00
			Grand Total:	$8,750.00

Customer Signature of Acceptance **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/dir-cpo-4795 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Freeit™
DATA SOLUTIONS

Contract No:	DIR-TSO-4288
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

City of Kingsville
Kyle Benson
200 E Kleberg
Kingsville, TX 78363
Ph: (361) 595-8014
kbenson@cityofkingsville.com

Quote Number: 40682955
Quote Date: 9/5/2023
Expiration Date: 10/5/2023

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact:	Joe White
(216) 235-7816	Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Fortinet - 3yr Term				
Hardware/Subscription				
1	FG-100F-BDL-950-36	FortiGate-100F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	$6,472.06	$6,472.06
1	FG-200F-BDL-950-36	FortiGate-200F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	$11,960.36	$11,960.36
1	FS-124E-POE	FortiSwitch-124E-POE L2+ managed POE switch with 24GE +4SFP, 12 port POE with max 185W limit and smart fan temperature control	$679.91	$679.91
4	FS-148E	FortiSwitch-148E L2+ managed switch with 48GE port + 4SFP	$629.11	$2,516.44
		Subscription Period Duration: 36 Months		
3	FC-10-F100F-464-02-12	FortiGate-100F FortiAnalyzer Cloud SOCaaS: Cloud-based Log Monitoring (PaaS), including IOC Service and FortiCloud	$1,200.46	$3,601.38
3	FC-10-F200F-464-02-12	FortiGate-200F FortiAnalyzer Cloud SOCaaS: Cloud-based Log Monitoring (PaaS), including IOC Service and FortiCloud	$2,218.45	$6,655.35
		Subscription Period Duration: 12 Months		
Support				
1	FC-10-S248P-247-02-36	FortiSwitch-124E-POE 3 Year FortiCare Premium Support	$249.13	$249.13
4	FC-10-S148E-247-02-36	FortiSwitch-148E 3 Year FortiCare Premium Support	$230.52	$922.08
		Support Period Duration: 36 Months		
Services				
1	FDS-SMTSRT	Freeit Smart Start Installation	$4,675.00	$4,675.00

List Total:	$52,695.70
DIR Discounted Total:	$42,500.45
Shipping and Tax not applicable:	$0.00
Additional Discount:	($4,768.74)
Grand Total:	$37,731.71

Customer Signature of Acceptance **Date** **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/DIR-TSO-4288 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

American Integrated Solutions
3636 S. Alameda, Ste. B, PMB 165
Corpus Christi, TX 78411
Ph. 361-334-5353 Fax: 361-334-5358
g.violett@aisfirst.com

PROPOSAL AND SALES CONTRACT

Fire Alarms • Security Alarms • Sound Systems • Intercom Systems • Access Control Systems • CCTV Systems • Mobile Surveillance Systems

CUST.PO NO.	SALESMAN	TERMS	DATE	JOB NUMBER	TYPE
	Kent Taylor	NET 30 DAYS	08/08/2023		ICT

Invoice To	Job Location
City of Kingsville	
P O Box 1458	Police Department
Kingsville, TX 78363	

Attn: Kyle Benson Ph.# Fax. # Job Name Access Control

Price includes: All design, labor, materials, freight, and permit fees to provide the work as detailed hereinafter. All work will be performed during normal weekday working hours and installed in accordance with all state and local codes. Price Excludes: Any Painting, 120 vac Work, Conduit Work, After Hours Work, Drywall Repair, Lift Rental Fees or any Special Equipment Rental Fees. All floor areas are to be cleared by the buyer to facilitate the installation work.

Scope of Work: **GoodBuy Contract # 22-23-7A000**

AIS will provide the following material that will constitute a complete upgrade/overhaul to the City access control system.

AIS will provide and install one ICT Protégé GX 18-door Controller in the current MDF adjacent to Dispatch. AIS will utilize the existing composite cabling to manage and control doors currently wired to the existing access control platform.

In addition, AIS will:

- **Install two 1200lb Maglocks w/Bond Sensors, one PIR, and one REX assembly on front double storefront doors**
- **Install one PIR and one REX on Dispatch Entry door, utilizing the existing Door Strike, if possible**
- **Install one PIR, one REX, one 1200lb Maglock w/Bond Sensor, plus one *Dual-authentication* Card Reader on the Vault door**
- **Install one Gate Lock Hardware Kit on each of the two existing Gates. Price does NOT include any (underground, etc) repair measures for either Gate. These gates are to be wired back to the ICT Controller in cooperation with Gate/Electrical Contractor performing actual repairs to said Gates.**

☐ TIME AND MATERIAL ☐ PRICE NOT TO EXCEED $ _____ ☒ FIXED PRICE OF $ 31,000

IMPORTANT NOTICE TO CUSTOMER

A) THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.
B) THE PRICE FOR WORK TO BE PERFORMED UNDER THIS AGREEMENT SHALL BE BASED UPON THE PREVAILING AMERICAN INTEGRATED SOLUTIONS PRICES FOR MATERIAL, LABOR, AND RELATED ITEMS, IN EFFECT AT THE TIME SUPPLIED UNDER THIS AGREEMENT, FURTHER, IN THE EVENT THAT THIS AGREEMENT IS EXCUTED ON A "PRICE NOT TO EXCEED" BASIS, THE PRICE TO THE CUSTOMER SHALL BE THE LESSER OF 1) THE LIMIT PRICE QUOTED, OR 2) THE ACTUAL CUMULATIVE BILLING BASED ON THE AFOREMENTIONED PREVAILING PRICES.
C) THIS PROPOSAL NOT VALID IF NOT EXECUTED WITHIN THIRTY (30) DAYS OF THE DATE OF THE PROPOSAL.
D) SEE PAGE TWO OF THIS ORDER FOR OTHER TERMS AND CONDITIONS.

ACCEPTED BY:

_____
SIGNATURE OF AUTHORIZED CUSTOMER DATE

_____
TITLE OF PERSON SIGNING

I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS.

INITIALS OF AUTHORIZED CUSTOMER

TERMS AND CONDITIONS

ENTIRE CONTRACT
The provisions herein contained constitute all the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

PROPOSALS AND CONTRACT
Seller's proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES
In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT
Terms of payment have been set out in Paragraph A of the CONTRACT. Final payment shall be in all cases due and payable within thirty (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts.

DELAYS
Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

SITE FACILITIES
Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits.

STRUCTURE AND SITE CONDITIONS
While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed, wiring, fixtures or other equipment. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

LIMITATIONS OF LIABILITY
In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contact, shall be limited to that set forth in the paragraph entitled "Warranty".

WARRANTY
Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS
Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY
If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

ASSIGNMENT
Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS
Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE
For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

CLAIMS
Any claims against Seller arising hereunder must be presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS
The terms and conditions specified herein shall be in addition to those set out in Sellers technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION
At the option of Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

OVERTIME
Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES
All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT
In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. All such remedies of Seller are cumulative and not exclusive.

Default by Purchaser shall consist of Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, liened or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

OSHA and ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

I HAVE REVIEWED ALL TERMS AND CONDITIONS. _____ DATE: _____
SIGNATURE OF AUTHORIZED CUSTOMER

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE POLICE DEPARTMENT TECHNOLOGY INFRASTRUCTURE.

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 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#05

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 121 – GF ARP					
Revenues - 4					
0000	Transfer In	Transfer From Fund 125	75125	$120,000	
Revenues - 5					
2101	Police	Machinery & Equipment	71200	$120,000	
Fund 125 – UF ARP					
6900	Transfer Out	Transfer to Fund 121	80121	$120,000	
6001	Water Constr	Utility Plant	54300		($120,000)

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the Police Department technology infrastructure. Funding will come from the unappropriated fund balance of the UF ARP Fund 125.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of

competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 23rd day of October 2023.

PASSED AND APPROVED on this the 13th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #6

Kingsville Parks & Recreation
400 W. King (mailing)
501 Santiago Park Lane (physical)
Kingsville, Texas 78363
361-221-8705
Susan Ivy, Director
361-219-9125

For Information on events and facilities
www.cityofkingsville.com/department/parks
Email:
sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

To: Mark McLaughlin, City Manager
From: Susan Ivy, Director of Parks & Recreation
Date: October 13, 2023
Subject: Agenda Request for budget amendment for golf course improvements
****

Request: We are asking City Commission to approve a budget amendment to allocate $14,500.00 for zero turn mower for golf course and $7,400.00 for aeration of greens and $4400 for fairway sprinkler heads. Ou request totals $26,300.00.

History: A zero turn mower is needed to replace an older mower we have had difficulty with. We are also requesting funding for $2400.00 for sand for greens, $5000 for aeration of greens this spring and $4400 for sprinkler heads for fairway. Sand is for when they aerate the greens and the sprinkler heads are needed in addition to the budget allowed from general fund. Aeration will be done in the spring.

There is currently $50,500.98 in the fund balance of fund 026 for golf course improvements.

Financial Impact: This will increase funding in line item 026-5-71200 by $$14,500.00 and 026-5-4502-59100 by $11,800.00

Action: We ask that the Commission approve the budget amendment to fund these improvements.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE PURCHASE OF GOLF EQUIPMENT AND COURSE IMPROVEMENTS.

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 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#07

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 026 – Golf Course Capital Maintenance Projects					
Expenditures - 5					
4502	Golf	Machinery & Equipment	71200	$14,500.00	
4502	Golf	Grounds & Perm Fixtures	59100	$11,800.00	
		Total		$26,300.00	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the purchase of golf course equipment and course improvements. Funding will come from the unappropriated fund balance of the Golf Course Capital Maintenance Fund 026.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 23rd day of October 2023.

PASSED AND APPROVED on this the 13th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #7

Budget Am.

Kingsville Parks & Recreation
400 W. King (mailing)
501 Santiago Park Lane (physical)
Kingsville, Texas 78363
361-221-8705
Susan Ivy, Director
361-219-9125

For Information on events and facilities
www.cityofkingsville.com/department/parks
Email:
sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

To: Mark McLaughlin, City Manager
From: Susan Ivy, Director of Parks & Recreation
Date: October 13, 2023
Subject: Agenda Request approval of budget amendment to rollover ARP funds

****

Request: We are asking City Commission to approve a budget amendment to rollover funds for projects still in progress.

History: We are still working on several projects and some of the funding was uncertain at budget time as to whether it would be completed last year or not.
An estimate of $180,000 was used for budget purposes. Our actual funds are $302,707.35.
Concession bldg. $3,500.00 ($2,215.00) = $1,285.00
Pool. $35,000.00 ($10,888.95) = $24,111.05 ($13,784.96 & $1,140.00, $2,910. rollover pos) =$6,276.09
Parking lot. $150,000.00 ($149,496.72) = $ 503.78
Flag poles. $25,000.00
Field lighting. $253,590.00 ($143,000.00)= $110,590.00
Trails. $140,000.00

$301,489.83 total less $180,000.00 budgeted= $121,489.83

Financial Impact: This will increase funding in line item 121-5-4503-59100 by $121,489.83.

Action: We ask that Commission approve the budget amendment to establish the correct funding.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE ARP FUNDED PARKS PROJECTS ROLLED FORWARD FROM PRIOR FISCAL YEAR.

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 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#06

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 121 – GF ARP					
Expenditures - 5					
4503	Parks	Grounds & Perm Fixtures	59100	$25,396.05	
4503	Parks	Dick Kleberg Park	59113	$96,093.78	
		Total		$121,489.83	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for ARP funded Parks projects rolled forward from prior fiscal year. Funding will come from the unappropriated fund balance of the GF ARP Fund 121.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 23rd day of October 2023.

PASSED AND APPROVED on this the 13th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #8

KLEBERG COUNTY APPRAISAL DISTRICT
P.O. BOX 1027 * 502 E. KLEBERG * KINGSVILLE, TEXAS 78364
PHONE: (361) 595-5775 * FAX: (361) 595-7984

received
10-25-2023

DATE: October 23, 2023

TO: SAM FUGATE, CITY OF KINGSVILLE MAYOR

FROM: ERNESTINA (TINA) FLORES, R.P.A.
CHIEF APPRAISER OF KLEBERG COUNTY

Enclosed is the ballot listing the nominees for the Board of Directors of the Kleberg County Appraisal District in alphabetical order by candidate's last name. According to the Property Tax Code, I should deliver this ballot before October 30th.

I have also enclosed another copy of the 2024-2025 Board of Directors Votes Per Voting Unit spreadsheet and another copy of the Calculation of Voting Entitlement For Each Voting Unit spreadsheet that were included in the Board of Directors election letter that was dated June 16, 2023.

The Texas Property Tax Code states that the governing body of each taxing unit entitled to vote shall determine its vote **by resolution** and submit it to the chief appraiser **before December 15th** *(if the last day of the performance of an act is Saturday, Sunday or legal state or national holiday, the act is timely if performed on the next regular business day).* You may cast all your votes for one candidate or you may distribute the votes among any number of candidates, but the casting of votes must be in the form of a motion in order to be a resolution.

According to the Property Tax Code, a voting entity must cast its votes for a person named on the ballot. The Chief Appraiser may not count any votes for someone not listed on the official ballot. The Chief Appraiser will count the votes and notify the taxing units and the candidates of the results before December 31, 2023.

Thank you for your cooperation in this matter. Please feel free to call me if you have any questions.

Sincerely,

Ernestina "Tina" Flores, R.P.A.
Chief Appraiser

Enclosures

Cc: Mark McLaughlin, City Manager
Deborah Balli, Finance Director
Mary Valenzuela, City Secretary

ELECTION OF BOARD OF DIRECTORS

FOR THE

KLEBERG COUNTY APPRAISAL DISTRICT

FOR THE 2024 – 2025 TERM

BALLOT

INSTRUCTION NOTE: All votes may be cast for one candidate or may be distributed among any number of candidates.

CANDIDATES	*VOTES*
Barrera, Brandon →	
Cantu, Roy →	
Coufal, Brian →	
Garcia, Frances →	
Morales, Daniel →	
Trevino, Crispin →	925

TOTAL 925

KLEBERG COUNTY APPRAISAL DISTRICT
2024-2025 BOARD OF DIRECTORS
TAXING ENTITY VOTES

TAXING JURISCTIONS	2022 LEVIES	PERCENT	TOTAL VOTES	CALCULATED DISTRICT VOTES	ACTUAL VOTES
KLEBERG COUNTY	$13,828,668.63	0.306442	5000	1532	1530
CITY OF KINGSVILLE	$8,372,234.72	0.185528	5000	928	925
KINGSVILLE I.S.D.	$15,191,199.68	0.336636	5000	1683	1685
RICARDO I.S.D.	$2,352,765.58	0.052137	5000	261	260
RIVIERA I.S.D.	$2,975,965.83	0.065947	5000	330	330
SANTA GERTRUDIS I.S.D.	$1,247,917.74	0.027654	5000	138	140
SOUTH TEXAS WATER AUTHORITY	$1,109,833.24	0.024594	5000	123	125
KENEDY COUNTY GROUNDWATER	$42,315.64	0.000938	5000	5	5
CITY OF CORPUS CHRISTI	$5,639.86	0.000125	5000	0.6	0
TOTAL	$45,126,540.92	100.00%		5000	5000

KLEBERG COUNTY APPRAISAL DISTRICT
2024-2025 BOARD OF DIRECTORS
TAXING ENTITY CALCULATION OF VOTES

KLEBERG COUNTY

$13,828,668.63	÷	$45,126,540.92
0.306442	X	1000
306.44	=	306
306	X	5
	=	1530

CITY OF KINGSVILLE

$8,372,234.72	÷	$45,126,540.92
0.185528	X	1000
185.53	=	185
185	X	5
	=	925

KINGSVILLE I.S.D.

$15,191,199.68	÷	$45,126,540.92
0.336636	X	1,000
336.64	=	337
337	X	5
	=	1685

RICARDO I.S.D.

$2,352,765.58	÷	$45,126,540.92
0.052137	X	1000
52.14	=	52
52	X	5
	=	260

RIVIERA I.S.D.

$2,975,965.83	÷	$45,126,540.92
0.065947	X	1,000
65.95	=	66
66	X	5
	=	330

SANTA GERTRUDIS I.S.D.

$1,247,917.74	÷	$45,126,540.92
0.027654	X	1,000
27.65	=	28
28	X	5
	=	140

KLEBERG COUNTY APPRAISAL DISTRICT
2024-2025 BOARD OF DIRECTORS
TAXING ENTITY CALCULATION OF VOTES

SOUTH TEXAS WATER AUTHORITY

$1,109,833.24	÷	$45,126,540.92
0.024594	X	1,000
24.59	=	25
25	X	5
	=	125

KENEDY COUNTY GROUNDWATER

$42,315.64	÷	$45,126,540.92
0.000938	X	1,000
0.94	=	1
1	X	5
	=	5

CITY OF CORPUS CHRISTI

$5,639.86	÷	$45,126,540.92
0.00012	X	1,000
0.12	=	0
0	X	5
	=	0

RESOLUTION NO. #2023-_____

A RESOLUTION CASTING THE CITY OF KINGSVILLE'S VOTES TO CANDIDATE CRISPIN TREVINO FOR ELECTION TO THE BOARD OF DIRECTORS OF THE KLEBERG COUNTY APPRAISAL DISTRICT; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

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

I.

THAT the City of Kingsville herewith casts all its votes to the following candidate for election to the Board of Directors of the Kleberg County Appraisal District:

CRISPIN TREVINO

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 13 th day of November, 2023.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #9

City of Kingsville
Legal Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Courtney Alvarez, City Attorney

DATE: March 8, 2023

SUBJECT: **Resolution regarding Centerpoint Energy Resources Corp., D/B/A Centerpoint Energy Entex and Centerpoint Energy Texas Gas's Statement of Intent to change rates in the Texas Division**

Summary: On October 30, 2023, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint or Company), filed a Statement of Intent seeking to change rates in the Texas Division. In the filing, the Company asserts it is entitled to a $37.4 million increase in annual non-gas revenue or a 5.8% increase over current adjusted revenues, excluding gas costs. In addition to requesting a change in rates, the Company is proposing to consolidate the Houston, Texas Coast, South Texas and Beaumont/East Texas Divisions into a new single division, the Texas Division.

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days following the filing of the application to change rates. CenterPoint has proposed an effective date of December 4, 2023. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, CenterPoint's rate request is deemed administratively approved.**.

Background: The purpose of the Resolution is to authorize membership of the City into the Cities Served by CenterPoint Gas coalition, to extend the effective date of the Company's proposed rate increase, and to give the City time to review the rate-filing package. The resolution suspends the December 4, 2023 effective date of the Company's request for the maximum period permitted by law to allow the City to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue, including settlement and ultimately to approve reasonable rates. The Resolution must be passed before December 4, 2023.

City of Kingsville
Legal Department

Explanation of "Be It Ordained" Paragraphs:

Section 1. This section incorporates the "whereas" provisions in preamble into the Resolution.

Section 2. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective so long as the City has a legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as the "maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend its effective date and, therefore, extend the deadline for final city action to increase the time that the City retains jurisdiction (for example, if necessary to reach settlement on the case).

If the effective date is not otherwise extended by the Company, the City must take final action on CenterPoint's request to raise rates by December 4, 2023.

Section 3. This section confirms that the City has authorized formal membership into the Cities Served by CenterPoint Gas (Cities) and authorizes the hiring of outside attorneys and consultants to work on this matter.

Section 4. This section explains that, as a member of Cities, the City will work with the coalition to review the application to insure fair and just rates and authorizes intervention in the Railroad Commission proceeding.

Section 5. By law, the Company must reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will present their invoices to Cities which will then seek reimbursement from CenterPoint. The City will not incur liability for payment of rate case expenses by adopting a suspension resolution.

Section 6. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.

Section 7. This section provides that both CenterPoint's designated representative and counsel for Cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

Section 8. This section identifies the effective date of the Resolution as the time it is adopted.

City of Kingsville
Legal Department

Financial Impact: This action has no financial impact to the City.

Recommendation: Approve the resolution as presented.

RESOLUTION NO. 2023-_____

A RESOLUTION BY THE CITY OF KINGSVILLE, TEXAS AUTHORIZING AND APPROVING MEMBERSHIP IN THE CITIES SERVED BY CENTERPOINT GAS (CITIES) FOR THE PURPOSE OF PROTECTING THE INTEREST OF THE CITY AND ITS CITIZENS WITH RESPECT TO CENTERPOINT MATTERS; FURTHER SUSPENDING THE DECEMBER 4, 2023 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS TO CHANGE RATES IN THE TEXAS DIVISION; TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY CENTERPOINT GAS; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, on or about October 30, 2023, CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint or Company) filed with the City of Kingsville (City) and the other affected Texas municipalities a Statement of Intent seeking to change rates within the Texas division to be effective December 4, 2023; and

WHEREAS, the City is a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the Cities Served by CenterPoint Gas (Cities) is a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to gas issues affecting rates charged in CenterPoint's service area; and

WHEREAS, the Cities Served by CenterPoint Gas (Cities) has hired outside consultants to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, the City's consultants and attorneys recommend that the City suspend the application for further review.

WHEREAS, CenterPoint has filed an application with the Railroad Commission that could become the docket into which appeals of city action on the CenterPoint filing are consolidated;

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

SECTION 1. That the findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. That the December 4, 2023, effective date of the request to increase rates submitted by CenterPoint on or about October 30, 2023, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 3. That the City is a member of the Cities Served by CenterPoint Gas (Cities) municipalities in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Jamie L. Mauldin of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C. ,Karl J. Nalepa of the consulting firm of ReSolved Energy Consulting, L.L.C., and Lane Kollen of J. Kennedy & Associates, Inc., as well as any additional consultants deemed necessary, to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 4. That the City shall work with Cities in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and intervene as a necessary party in the Railroad Commission of Texas' consideration of the CenterPoint rate filing as it affects the customers in the unincorporated areas of CenterPoint's Texas Division.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to Keith L. Wall, CenterPoint Energy, at P.O. Box 2628, Houston, Texas 77252-2628, and to Jamie L. Mauldin at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

SECTION 8. That this Resolution shall be and become effective from and after its adoption..

PASSED AND APPROVED by a majority vote of the City Commission on the 13th day of November, 2023.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #10

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: October 20, 2023

SUBJECT: BA #08 - Request to roll end of year purchase orders for items ordered in FY 22-23 that are expected to be received in FY 23-24.

Summary:
At the end of each fiscal year, there are outstanding purchase orders that have been created and sent to vendors and due to various reasons, they remain outstanding.

Background:
All purchase orders that remain outstanding at the end of the fiscal year are reviewed to determine if the products are on order but have not been received or if the project has been started but not yet completed. If there are purchase orders in that state, the purchase order and the associated budget must both be rolled to the next fiscal year to cover the expenditure. During the budget process, it is not always known if items or projects are going to be received or completed by September 30, 2023. If allowances have not been made for this expenditure in the following fiscal year budget, a budget amendment must be submitted to cover the expenditure.

Financial Impact:
Rolled purchase orders will decrease the unappropriated fund balance of the corresponding fund by the following amounts:

- PO #232105 - Fund 055 – Tranquitas Creek Bridge Repair - $27,090
- PO #230346 - Fund 121 – Tutoring Hours – Time & Attendance Software - $1,800
- PO #231640 - Fund 128 – TWDB Master Plan-Location 8 Projects - $377,000
- Total - $405,890

Failure to roll forward the budgets for the rolled purchase orders will require current FY 23-24 budget appropriations to cover these costs and may result in shortages in current needs. The prior fiscal year's appropriations included these amounts and dropped to fund balance at the end of FY 22-23.

Recommendation:
Staff recommends the approval of the budget amendment for the rolled purchase orders.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE PURCHASE ORDERS ROLLED FORWARD FROM THE PRIOR FISCAL YEAR.

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 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#08

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 055 – Storm Water Drainage Capital Improvements					
Expenditures - 5					
3050	Street	Drainage	53100	$27,090.00	
Fund 121 – GF ARP					
1030	City Special	Professional Services	31400	$1,800.00	
Fund 028 – TWDB Master Plan-Location 8					
8600	Storm Water	Drainage-Loan	71600	$377,000.00	
		Total		$405,890.00	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the purchase orders rolled forward from the prior fiscal year. Funding will come from the unappropriated fund balances of the associated funds.]

Below is a list of the purchase orders that were rolled forward:

PO #232105 – Tranquitas Creek Bridge Repair - $27,090
PO #230346 – Tutoring Hours – Time & Attendance Software - $1,800
PO #231640 – TWDB Master Plan-Location 8 Projects - $377,000

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of November 2023.

PASSED AND APPROVED on this the 27th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #11

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: November 03, 2023

SUBJECT: Budget Amendment #9 – CO Series 2023A Bond Issue

Summary:
The City issued CO Series 2023A bonds for the purchase of equipment for Street, Landfill and Sanitation. The City received $4,748,289.71 from the sale of bonds. The sale was completed after the budget was adopted and now that the sale is final, the CO Series 2023A funds needs to be appropriated and installed in the FY23-24 budget.

Financial Impact:
All purchases of equipment will be paid for by the proceeds from the sale of the CO Series 2023A. Purchasing is still waiting on the final quotes on all the equipment, but the budget needs to be installed based on the proceeds received.

Recommendation:
Staff recommends the approval of this budget amendment.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE CO SERIES 2023A BOND ISSUE.

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 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#09

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 151 – CO Series 2023A					
Revenues - 4					
0000	Non-Dept	Bond Proceeds	99550	$4,625,000.00	
0000	Non-Dept	Bond Premium	99600	$240,110.18	
5100	Debt Svc	Bond Issuance Costs	31404	$116,320.47	
5100	Debt Svc	Paying Agent Fees	63100	$500.00	
3050	Street	Machinery & Equipment	71200	$1,108,364.71	
1702	Sanitation	Vehicles	71100	$2,252,925.00	
1703	Landfill	Machinery & Equipment	71200	$1,387,000.00	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the CO Series 2023A Bond Issue. Funding will come from the net bond sale proceeds.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 13th day of November 2023.

PASSED AND APPROVED on this the 27th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #12

Accept Donations

Kingsville Parks & Recreation
400 W. King (mailing)
501 Santiago Park Lane (physical)
Kingsville, Texas 78363
361-221-8705
Susan Ivy, Director
361-219-9125

For Information on events and facilities
www.cityofkingsville.com/department/parks
Email:
sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

To: Mark McLaughlin, City Manager

From: Susan Ivy, Parks Director

Date: October 26, 2023

Re: City Commission Agenda Request Receipt of Donations from Healthy Family Sponsors

Summary – We are requesting Commission approve the receipt of donations for Parks Department Healthy Family Events.

History – Parks Department started this initiative in 2015 to supplement the need for additional funds in our recreation programming budget due to increased involvement in festivals and special events and the need to offer more programming to our community that focuses on drug/alcohol/bully free and active lifestyles.

Our partners this year are: Kleberg County Attorney's Specialized Crimes and Narcotics Task force $2,500
Christus Spohn Hospital Kleberg $2,500
Walmart Kingsville - $2,500
L'Aiglon Foundation $2,500
Sparklight Communications $2,500
Driscoll Health Plan $2,500
District Attorney John Hubert $1,500
King Ranch - $1,500
Communities in Schools Coastal Bend $1,500
Ultra Screen Printing $1,500.00
Tejas Nursery $100
Southern Horizon Nursery $100
Project Community Care $100
Zimmerman Law Firm $100
Diva Association of Kingsville $100
Brookshire Foundation is a named sponsor money will come in later

Total Donations are $21,500.00.

Financial Impact – These Healthy Family donations will increase our recreational programming budget by $21,500. We ask that $9,000 be coded to special events 001-5-4513-31441 and $12,500 be coded to recreational programs 001-5-4513-31499.

Recommendation - We ask that you approve the receipt of these donations and authorize the expenditure of these funds for the purpose for which they were donated and approve the associated budget amendment.

AGENDA ITEM #13

Budget Amend - donations

Kingsville Parks & Recreation
400 W. King (mailing)
501 Santiago Park Lane (physical)
Kingsville, Texas 78363
361-221-8705
Susan Ivy, Director
361-219-9125

For Information on events and facilities
www.cityofkingsville.com/department/parks
Email:
sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

To: Mark McLaughlin, City Manager

From: Susan Ivy, Parks Director

Date: October 26, 2023

Re: City Commission Agenda Request Receipt of Donations from Healthy Family Sponsors

Summary – We are requesting Commission approve the receipt of donations for Parks Department Healthy Family Events.

History – Parks Department started this initiative in 2015 to supplement the need for additional funds in our recreation programming budget due to increased involvement in festivals and special events and the need to offer more programming to our community that focuses on drug/alcohol/bully free and active lifestyles.

Our partners this year are: Kleberg County Attorney's Specialized Crimes and Narcotics Task force $2,500
Christus Spohn Hospital Kleberg $2,500
Walmart Kingsville - $2,500
L'Aiglon Foundation $2,500
Sparklight Communications $2,500
Driscoll Health Plan $2,500
District Attorney John Hubert $1,500
King Ranch - $1,500
Communities in Schools Coastal Bend $1,500
Ultra Screen Printing $1,500.00
Tejas Nursery $100
Southern Horizon Nursery $100
Project Community Care $100
Zimmerman Law Firm $100
Diva Association of Kingsville $100
Brookshire Foundation is a named sponsor money will come in later

Total Donations are $21,500.00.

Financial Impact – These Healthy Family donations will increase our recreational programming budget by $21,500. We ask that $9,000 be coded to special events 001-5-4513-31441 and $12,500 be coded to recreational programs 001-5-4513-31499.

Recommendation - We ask that you approve the receipt of these donations and authorize the expenditure of these funds for the purpose for which they were donated and approve the associated budget amendment.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO ACCEPT AND EXPEND DONATIONS FROM SPONSORS OF THE PARK HEALTHY FAMILY EVENTS.

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 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#11

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Revenues - 4					
4513	Recreation	Donations	58003	$21,500.00	
Expenditures - 5					
4513	Recreation	Special Events	31441	$9,000.00	
4513	Recreation	Recreational Programs	31499	$12,500.00	

[To amend the City of Kingsville FY 23-24 budget to accept and expend donations from sponsors of the Park's Healthy Family Events. Funding will come from the donations for the stated purpose of the donors.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of November 2023.

PASSED AND APPROVED on this the 27th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #14

Authorize Use ARP Funds

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: August 15, 2023

SUBJECT: RFQ 23-05 Architectural Services for Proposed Fire Station #3

Summary:
This item authorizes the city staff to enter into a contract with BRW; Brown Reynolds Watford Architects, for Architectural Services for the design of the New Fire Station #3 for the City of Kingsville.

Background:
We published a Request for Qualifications #23-06 in the newspaper on April 13, 2023, and April 27, 2023. Responses were accepted until 2:00 PM on May 16, 2023. Eight responses were received from: Solka Navo Turno, LLC; BRW: Brown Reynolds Watford Architects; Turner Ramirez & Associates; Komatsu Architects; ICE Engineering; Sam Garcia Architect; CG5 Architect LLC; and Fresch, Freeman, Schroder Architect. Staff reviewed the responses received and found the information received to be responsive. The Selection Review Committee interviewed the top two firms based on Experience, Capacity to Perform, and familiarity with Fire Station Design Projects. The Selection Committee selected Brown Reynolds Watford Architects, 175 Century Square Drive Suite 350, College Station, Texas, 77840, as they were determined to be the most highly qualified firm for the project. The Selection Committee consisted of JJ Adame, Fire Chief; Red Sandoval, Fire Captain; and Charlie Sosa, Purchasing Manager. The committee recommended and the City Commission awarded the RFQ to BRW on August 28, 2023. At that time, staff was instructed to negotiate a contract to bring to Commission. The parties have met and negotiated a contract for the architectural services.

Financial Impact:
The total amount of $618,800.00 is needed for the services and will be funded with ARP Funds. The amount of $150,000.00 had originally been allocated and an additional $468,800.00 of ARP funding is being requested to cover the Architectural Design fee for the new Fire Station #3.

Recommendation:
It is recommended that the City Commission: 1) authorize the use of additional ARP funds for the Fire Station #3 Design Architectural Services RFQ #23-05 to Brown Reynolds Watford Architects, and 2) authorizes staff to enter into a contract with Brown Reynolds Watford Architects, 175 Century Square Drive Suite 350, College Station, Texas, 77840 in the amount of $618,800.00.

CITY OF Kingsville TEXAS

BROWN REYNOLDS WATFORD
ARCHITECTS

175 CENTURY SQUARE DRIVE
SUITE 350
COLLEGE STATION, TEXAS 77840
979-694-1791
WWW.BRWARCH.COM

~~September 15, 2023~~ – October 16, 2023

Professional Services Proposal

City of Kingsville, Texas
ATTN: Charles Sosa, Purchasing Manager
400 W. King Avenue
Kingsville, TX 78363
csosa@cityofkingsville.com

RE: Kingsville Fire Station 3

BRW Architects is pleased to submit this proposal for architectural services to design Fire Station No. 3 for the City of Kingsville.

The project scope, scope of services, project schedule, and compensation are described below:

1. INITIAL INFORMATION

Scope - The following professional architectural services described in this proposal are for the design and construction of a new single-story Fire Station 3 on a 1.38-acre site at the Northeast Corner of W. General Cavazos Blvd. and S 6th Street. The new central station will meet current firefighting operations and standards that will allow for faster turnout times and cleaner work environments for the safety of firefighters. The new station will include three (2) drive-through apparatus bays, a fully functional kitchen, a day room that will accommodate 8 firefighters, administration offices for EOC and Fire Admin, a conference room, a decontamination room accessible from the bays, a compressor room, a bunker gear room, a utility room, individual bedrooms, restrooms with showers, locker room, cascade room, training spaces, vehicle and equipment maintenance, and storage rooms. The new station will be approximately 13,000 SF. with a Construction Budget of approximately $6.8 Million ($525 per SF).

2. ARCHITECT'S RESPONSIBILITIES

A. The Architect shall provide the professional services as set forth in this agreement.

B. Architectural

- A more detailed description of the basic services are listed below under section 6. Scope of Services by Project Phases for the Kingsville Fire Station 3 Facility.
- Preparation or assistance of Solicitation and Contract Document Procedures

C. Landscape Architecture
- Landscape design to meet zoning ordinance requirements as applicable using drought-tolerant / Native vegetation goals
- Fencing as required around rear of station

D. Landscape Irrigation
- Irrigation system design and documentation plans and specifications

E. Civil Engineering
- Drainage, grading and paving design
- Grading spot elevation adequate for TAS compliance
- On-site water, gas, and sewer utilities
- On-site electrical
- Surveying for meets and bounds, easements, setbacks, topo, existing utilities, existing vegetation.

- Geo-Tech Engineering
- Storm Water Pollutant Prevention Plan (SWPPP to be provided by Contractor)
- Building and site review submittal
- Pre-emption light Coordination with 2 conduits form light to fire station

F. Structural Engineering
- Structural foundation
- Structural framing
- Windstorm Design

G. Mechanical, Plumbing and Electrical Engineering
- Mechanical systems, including temperature controls systems and written sequence of operations
- Fire Protection (sprinkler system)
- Electrical power, lighting, and fire alarm systems
- Coordination with utility companies for electrical power, telephone, fiber, cable TV, service entrances, etc.
- Emergency generator
- Station radio, and alerting systems.
- Audio / Visual Equipment
- Building Security door access and cameras Equipment
- Lightning and surge protection
- Per the City of Kingsville specifications, Telecommunications and computer equipment and wiring, including voice data, cable TV, fiber optic cabling, data drops, IT cabinets, racks, wire management systems and terminations.

3. EXCLUSIONS FROM BASIC SERVICES

A. The services shown below are not anticipated at this time; however, project requirements identified during design may require them to be added.

B. Architectural
- LEED Design / LEED Certification
- Full-time on-site construction observation
- Environmental or hazardous materials conditions / issues
- Preparation or assistance of additional bid packages after the initial bid

C. Demolition
- Demolition of buildings and other structures.

D. Civil Engineering
- Zoning modifications, including street abandonments, easements
- Environmental II or hazardous materials conditions / issues
- Platting
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- Geotech Engineering
- Construction material Testing
- Traffic Study.
- Detention Pond design and review process
- Pre-emption light

E. Mechanical, Electrical and Plumbing Engineering
- Building utility bill estimates
- Acoustical Design and Documentation
- Radio tower
- Direct capture exhaust in the truck bays

4. OWNER PROVIDED SERVICES AND SYSTEMS

A. The Owner shall furnish services those listed below as applicable:
- Laboratory materials testing / inspections (during construction)
- Test and Balance.

5. SCOPE OF SERVICES BY PROJECT PHASE

Phase I - Programming and Schematic Design

A. Kick Off Meeting
- Review scope of work and project schedule with project team. Identify contact information as well as chain of command for distributing information.

B. Programming
- BRW, working with Kingsville Fire Department and city staff, will establish the program of spaces for the New Station No. 3. The Programming shall include two (2) working design meetings with the Owner.

C. Code Research
- Research all applicable building code requirements, zoning restrictions, and city ordinances related to the new Fire Station No. 3, including: the International Building Code, International Electric Code, International Energy Conservation Code, International Fire Prevention Code, International Building Mechanical Code, International Plumbing Code as well as site, floodplain, and TAS requirements.

D. Schematic Design
- Schematic Design documents shall include a site plan, building floor plans, sections, elevations, and renderings. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Design phase shall include two (2) working design meetings with the Owner.

- BRW will provide a statement of probable cost at the completion of Schematic Design, which will be a general estimate developed from several cost data bases including our own to determine the anticipated cost per square foot.

Phase II - Preliminary Design

E. Design Development
- BRW will develop the Schematic Design to greater detail. The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and probable cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections and elevations, typical construction details, and outline specifications. The Design Development Documents shall include in general the quality levels for major materials and project systems.

- During the design process, the Architect shall work with the Owner and user group to coordinate the scope of the project. At the completion of Design Development, the Architect shall update the probable cost of the Work and the project schedule. The Architect shall advise the Owner of any changes from previous cost projections due to adjustments in the project scope, refinement of the probable cost of the work, or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

- BRW will provide preliminary Civil, Structural, Mechanical, Electrical, and Plumbing engineering. Design and coordination with the Owner's IT department will be implemented at this phase. During this phase interior elevations will be developed and BRW will review finish materials, lighting, and furniture. BRW will review with the Owner, equipment and furniture that are owner supplied vs.

items supplied by the contractor during construction. Door hardware will be outlined and reviewed. BRW will prepare an outline for materials and products used for specifications.

- Our civil engineer will evaluate our site conditions along with parking, drainage, landscaping, and irrigation requirements.

- Meetings and Deliverables. The Design Development phase shall include two (2) working design meetings with the Owner. At the end of the Design Development phase, the City of Kingsville will be provided with two (2) hard-copy tabloid (11" x 17") sets and two (2) 8.5" x 11" project manuals (front ends).

- BRW will provide a statement of probable cost at the completion of Design Development, which will be a general estimate developed from several cost data bases including our own to determine the cost per square foot and general costs of selected materials and methods. BRW will submit the estimate in PDF/electronic format.

Phase III – Final Design

F. Construction Documents

- The Architect shall provide Construction Documents based on the approved Design Development Documents and updated probable cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and project systems required for construction.

- The Architect shall update the estimate of the Cost of the Work and project schedule at 30%, 60% and 90% completion of Construction Documents. The statement of Probable Cost shall be an estimate to include materials, equipment, component systems and construction types for construction costs. The Statement of Probable Cost will also include project costs consisting of alternates to the bid, owner provided furniture and equipment, an allowance for construction testing, along with the contingency. The contingency includes Owner Generated Changes, Architectural and Engineering Design Contingency, and Unforeseen Construction Conditions. It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, over competitive bidding, or market conditions. Accordingly, the Architect acknowledges that the bids may vary from the Owner's budget or the Architect's cost estimate.

- During the development of the Construction Documents, the City of Kingsville shall prepare a Project Manual including (front end documents) bidding and procurement information which describes the time, place and conditions of bidding.

- Final design and coordination of the mechanical, electrical, and plumbing will be completed. Mechanical engineering will include sizing of equipment, ducts, diffusers, dampers, and appropriate calculations. Plumbing engineer will include design of wastewater system tied into the existing system, supply water, and gas system. Electrical engineer will provide lighting, speaker system, phone, cable, and data wiring. Civil engineering work will be reviewed and coordinated, and final details will be drawn and specified.

- Upon receiving a letter of notice to proceed, BRW will update the building project schedule.

- Prepare complete Construction Documents, Specifications, Architect's Cost Estimate and Schedule and submit for Permit. Submit plans to Developmental Services Department for their review.

- BRW will be responsible for submitting construction documents to Development Services (DS) for plan review. BRW will be responsible for addressing any DS code comments and providing a permit ready set of construction documents.

- Submit plans and coordinate with Texas Department of Licensing and Regulation (TDLR) or

Registered Accessibility Specialist (RAS) for accessibility review and city permitting. Obtain EAB Number and Plan Review Report and approval for permit.

- Coordination of all architectural drawings will be detailed and finalized. Specifications will be coordinated with drawings and completed. BRW shall assist in the solicitation for inclusion in the specifications.

- The Construction Documentation Phase shall consist of five (5) meetings. Construction Documents phase deliverables shall include PDF documents as well as two (2) Tabloid (11" x 17") sets of documents at 30% completion, 60% completion, and 90% completion for the Owner's review and comment. Final deliverables at 100% completion will include the Contract Documents and Specifications and will be coordinated and submitted per standard process with engineering services: submittals at 30/60/90/100.

G. Bidding includes the following:

- The Owner intends to utilize Competitive Sealed Proposal delivery method for the project. The term "competitive bidding" and "competitive sealed proposals" as used in this agreement shall mean the same method of construction procurement ultimately selected by the Owner. BRW will provide drawings and specifications to the Owner for posting.

- The Architect shall prepare responses to questions from proposers and provide clarifications and interpretations of the Contract Documents in the form of Addenda.

- The Architect shall consider requests for substitutions during the pricing period, as permitted by the Contract Documents, and shall prepare Addenda including approved substitutions.

- The Architect will participate in a pre-proposal conference for prospective bidders.

- The Bidding phase shall include one (1) working design meetings with the Owner.

- BRW will assist the City during the bidding phase.

H. Construction Administration

- Participate in Pre-Construction Meeting.

- Attend and chair construction progress meetings based roughly on one (1) meeting per week.

- The Architect shall not have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction as selected by the Contractor, or for the safety precautions and programs incident to the work of the Contractor, or for the failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

- The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data, samples, and mock-ups for general conformance with information given and the design concept expressed in the Contract Documents. Review is not conducted for the purpose of determining the accuracy, completeness, or quantities, or for substantiating instructions for installation or performance of equipment or systems.

- The Architect shall visit the site to become generally familiar with the progress of the quality of the work completed (assuming work is ongoing). The Architect's representative shall attend pre-arranged progress meetings and prepare field reports described the status of the work and any deviations observed from the Construction Documents.

- Through the construction administration activities with monthly progress meetings, submittal approvals, RFI's, change orders, construction schedule approval, and project close-out, BRW will serve as the representative of the Owner during construction to observe the construction effort and the general conformance by the construction contractor with the construction drawings and specifications.

- Architect shall perform final closeout procedures as defined in the Contract Documents, including preparation and verification of Punch Lists for the Contractor's use and transfer red-lined drawings into a set of as-builts. BRW will provide the City of Kingsville as-builts in digital format.

- One (1) year warranty walk through after Final completion.

- Construction Administration services beyond the following limits shall be an Additional Service:

  - Evaluation of Contractor's substitution requests after thirty (30) days following the execution of the contract.
  - Owner requested project scope changes resulting in changes to the Construction Documents.
  - Evaluation of claims submitted by the Contractor in connection with the work.

- Construction Administration services provided more than sixty (60) days after the date of the Substantial Completion, originally established in the construction contract shall be Additional Services, with the exception of final completion and project closeout, and warranty walk. The monthly lump-sum fee for extended Construction Administration (CA) services shall be the CA portion of the fee divided by the number of months for construction originally established in the construction contract.

6. COMPENSATION

A. **Payment for Architectural services is not to exceed an amount of $618,800 to be invoiced monthly based on the percentage of the hourly not to exceed amount projected.**

B. **Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as stated below.**

C. COST BREAKDOWN BY PHASES

Schematic Design (20%)	$123,760
Design Development (15%)	$92,820
Construction Documents (40%)	$247,520
Bid Phase (5%)	$30,940
Construction Admin Phase (20%)	$123,760
	Total $618,800

D. COST BREAKDOWN BY DESIGN DISCIPLINE

Architectural	$393,692
Structural	$49,946
MEP	$91,078
Civil	$52,884
Landscape & Irrigation	$16,200
Geo-Tech Engineering	$7,200
Topographic Surveying	$7,800
TOTAL BASIC SERVICES	$618,800

E. COST OF THE WORK

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents. The Architect's estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques.

F. BILLING RATES

The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

- Site Principal / Engineer $240.00/hour
- Sr. Project Manager / Engineer $185.00/hour

▪ Project Manager / Engineer	$170.00/hour
▪ Project Architect / Engineer	$150.00/hour
▪ Architect / Engineer	$125.00/hour
▪ Intern Architect I / Engineer	$105.00/hour
▪ Intern Architect II / Engineer	$85.00/hour
▪ Admin	$70.00/hour

G. Additional Services

- Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. Additional Services will be negotiated on a lump sum basis.

- Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization.

H. BRW does not anticipate compensation for reimbursable expenses. Travel and other related expenses are figured into the overall fee.

7. PROJECT SCHEDULE

We anticipate the following time periods for the project phases:

PROJECT PHASE	COMPLETED
▪ Programming/ Schematic Design	8 weeks
▪ Design Development	4 weeks
▪ Construction Documents	12 weeks
▪ City review	4 weeks
▪ Bidding	8 weeks
▪ City Council Approval	4 weeks
▪ Building Construction	12 months

9. SCOPE AGREEMENT

Agreement represents the entire and integrated agreement between Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement entered as of the day and year first written above.

ARCHITECT

Ray Holliday

(Signature)

Ray W. Holliday, AIA, ASLA, ASID, APA, LI
Principal
Brown Reynolds Watford Architects, Inc.

AGENDA ITEM #15

Budget Am.

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: August 15, 2023

SUBJECT: RFQ 23-05 Architectural Services for Proposed Fire Station #3

Summary:
This item authorizes the city staff to enter into a contract with BRW; Brown Reynolds Watford Architects, for Architectural Services for the design of the New Fire Station #3 for the City of Kingsville.

Background:
We published a Request for Qualifications #23-06 in the newspaper on April 13, 2023, and April 27, 2023. Responses were accepted until 2:00 PM on May 16, 2023. Eight responses were received from: Solka Navo Turno, LLC; BRW: Brown Reynolds Watford Architects; Turner Ramirez & Associates; Komatsu Architects; ICE Engineering; Sam Garcia Architect; CG5 Architect LLC; and Fresch, Freeman, Schroder Architect. Staff reviewed the responses received and found the information received to be responsive. The Selection Review Committee interviewed the top two firms based on Experience, Capacity to Perform, and familiarity with Fire Station Design Projects. The Selection Committee selected Brown Reynolds Watford Architects, 175 Century Square Drive Suite 350, College Station, Texas, 77840, as they were determined to be the most highly qualified firm for the project. The Selection Committee consisted of JJ Adame, Fire Chief; Red Sandoval, Fire Captain; and Charlie Sosa, Purchasing Manager. The committee recommended and the City Commission awarded the RFQ to BRW on August 28, 2023. At that time, staff was instructed to negotiate a contract to bring to Commission. The parties have met and negotiated a contract for the architectural services.

Financial Impact:
The total amount of $618,800.00 is needed for the services and will be funded with ARP Funds. The amount of $150,000.00 had originally been allocated and an additional $468,800.00 of ARP funding is being requested to cover the Architectural Design fee for the new Fire Station #3.

Recommendation:
It is recommended that the City Commission: 1) authorize the use of additional ARP funds for the Fire Station #3 Design Architectural Services RFQ #23-05 to Brown Reynolds Watford Architects, and 2) authorizes staff to enter into a contract with Brown Reynolds Watford Architects, 175 Century Square Drive Suite 350, College Station, Texas, 77840 in the amount of $618,800.00.

CITY OF Kingsville TEXAS

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~~September 15, 2023~~ – October 16, 2023

Professional Services Proposal

City of Kingsville, Texas
ATTN: Charles Sosa, Purchasing Manager
400 W. King Avenue
Kingsville, TX 78363
csosa@cityofkingsville.com

RE: Kingsville Fire Station 3

BRW Architects is pleased to submit this proposal for architectural services to design Fire Station No. 3 for the City of Kingsville.

The project scope, scope of services, project schedule, and compensation are described below:

1. INITIAL INFORMATION

Scope - The following professional architectural services described in this proposal are for the design and construction of a new single-story Fire Station 3 on a 1.38-acre site at the Northeast Corner of W. General Cavazos Blvd. and S 6th Street. The new central station will meet current firefighting operations and standards that will allow for faster turnout times and cleaner work environments for the safety of firefighters. The new station will include three (2) drive-through apparatus bays, a fully functional kitchen, a day room that will accommodate 8 firefighters, administration offices for EOC and Fire Admin, a conference room, a decontamination room accessible from the bays, a compressor room, a bunker gear room, a utility room, individual bedrooms, restrooms with showers, locker room, cascade room, training spaces, vehicle and equipment maintenance, and storage rooms. The new station will be approximately 13,000 SF. with a Construction Budget of approximately $6.8 Million ($525 per SF).

2. ARCHITECT'S RESPONSIBILITIES

A. The Architect shall provide the professional services as set forth in this agreement.

B. Architectural

- A more detailed description of the basic services are listed below under section 6. Scope of Services by Project Phases for the Kingsville Fire Station 3 Facility.
- Preparation or assistance of Solicitation and Contract Document Procedures

C. Landscape Architecture
- Landscape design to meet zoning ordinance requirements as applicable using drought-tolerant / Native vegetation goals
- Fencing as required around rear of station

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- Irrigation system design and documentation plans and specifications

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4. OWNER PROVIDED SERVICES AND SYSTEMS

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5. SCOPE OF SERVICES BY PROJECT PHASE

Phase I - Programming and Schematic Design

A. Kick Off Meeting
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items supplied by the contractor during construction. Door hardware will be outlined and reviewed. BRW will prepare an outline for materials and products used for specifications.

- Our civil engineer will evaluate our site conditions along with parking, drainage, landscaping, and irrigation requirements.

- Meetings and Deliverables. The Design Development phase shall include two (2) working design meetings with the Owner. At the end of the Design Development phase, the City of Kingsville will be provided with two (2) hard-copy tabloid (11" x 17") sets and two (2) 8.5" x 11" project manuals (front ends).

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Phase III – Final Design

F. Construction Documents

- The Architect shall provide Construction Documents based on the approved Design Development Documents and updated probable cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and project systems required for construction.

- The Architect shall update the estimate of the Cost of the Work and project schedule at 30%, 60% and 90% completion of Construction Documents. The statement of Probable Cost shall be an estimate to include materials, equipment, component systems and construction types for construction costs. The Statement of Probable Cost will also include project costs consisting of alternates to the bid, owner provided furniture and equipment, an allowance for construction testing, along with the contingency. The contingency includes Owner Generated Changes, Architectural and Engineering Design Contingency, and Unforeseen Construction Conditions. It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, over competitive bidding, or market conditions. Accordingly, the Architect acknowledges that the bids may vary from the Owner's budget or the Architect's cost estimate.

- During the development of the Construction Documents, the City of Kingsville shall prepare a Project Manual including (front end documents) bidding and procurement information which describes the time, place and conditions of bidding.

- Final design and coordination of the mechanical, electrical, and plumbing will be completed. Mechanical engineering will include sizing of equipment, ducts, diffusers, dampers, and appropriate calculations. Plumbing engineer will include design of wastewater system tied into the existing system, supply water, and gas system. Electrical engineer will provide lighting, speaker system, phone, cable, and data wiring. Civil engineering work will be reviewed and coordinated, and final details will be drawn and specified.

- Upon receiving a letter of notice to proceed, BRW will update the building project schedule.

- Prepare complete Construction Documents, Specifications, Architect's Cost Estimate and Schedule and submit for Permit. Submit plans to Developmental Services Department for their review.

- BRW will be responsible for submitting construction documents to Development Services (DS) for plan review. BRW will be responsible for addressing any DS code comments and providing a permit ready set of construction documents.

- Submit plans and coordinate with Texas Department of Licensing and Regulation (TDLR) or

Registered Accessibility Specialist (RAS) for accessibility review and city permitting. Obtain EAB Number and Plan Review Report and approval for permit.

- Coordination of all architectural drawings will be detailed and finalized. Specifications will be coordinated with drawings and completed. BRW shall assist in the solicitation for inclusion in the specifications.

- The Construction Documentation Phase shall consist of five (5) meetings. Construction Documents phase deliverables shall include PDF documents as well as two (2) Tabloid (11" x 17") sets of documents at 30% completion, 60% completion, and 90% completion for the Owner's review and comment. Final deliverables at 100% completion will include the Contract Documents and Specifications and will be coordinated and submitted per standard process with engineering services: submittals at 30/60/90/100.

G. Bidding includes the following:
- The Owner intends to utilize Competitive Sealed Proposal delivery method for the project. The term "competitive bidding" and "competitive sealed proposals" as used in this agreement shall mean the same method of construction procurement ultimately selected by the Owner. BRW will provide drawings and specifications to the Owner for posting.

- The Architect shall prepare responses to questions from proposers and provide clarifications and interpretations of the Contract Documents in the form of Addenda.

- The Architect shall consider requests for substitutions during the pricing period, as permitted by the Contract Documents, and shall prepare Addenda including approved substitutions.

- The Architect will participate in a pre-proposal conference for prospective bidders.

- The Bidding phase shall include one (1) working design meetings with the Owner.

- BRW will assist the City during the bidding phase.

H. Construction Administration
- Participate in Pre-Construction Meeting.

- Attend and chair construction progress meetings based roughly on one (1) meeting per week.

- The Architect shall not have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction as selected by the Contractor, or for the safety precautions and programs incident to the work of the Contractor, or for the failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

- The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data, samples, and mock-ups for general conformance with information given and the design concept expressed in the Contract Documents. Review is not conducted for the purpose of determining the accuracy, completeness, or quantities, or for substantiating instructions for installation or performance of equipment or systems.

- The Architect shall visit the site to become generally familiar with the progress of the quality of the work completed (assuming work is ongoing). The Architect's representative shall attend pre-arranged progress meetings and prepare field reports described the status of the work and any deviations observed from the Construction Documents.

- Through the construction administration activities with monthly progress meetings, submittal approvals, RFI's, change orders, construction schedule approval, and project close-out, BRW will serve as the representative of the Owner during construction to observe the construction effort and the general conformance by the construction contractor with the construction drawings and specifications.

- Architect shall perform final closeout procedures as defined in the Contract Documents, including preparation and verification of Punch Lists for the Contractor's use and transfer red-lined drawings into a set of as-builts. BRW will provide the City of Kingsville as-builts in digital format.

- One (1) year warranty walk through after Final completion.

- Construction Administration services beyond the following limits shall be an Additional Service:

  - Evaluation of Contractor's substitution requests after thirty (30) days following the execution of the contract.
  - Owner requested project scope changes resulting in changes to the Construction Documents.
  - Evaluation of claims submitted by the Contractor in connection with the work.

- Construction Administration services provided more than sixty (60) days after the date of the Substantial Completion, originally established in the construction contract shall be Additional Services, with the exception of final completion and project closeout, and warranty walk. The monthly lump-sum fee for extended Construction Administration (CA) services shall be the CA portion of the fee divided by the number of months for construction originally established in the construction contract.

6. COMPENSATION

A. **Payment for Architectural services is not to exceed an amount of $618,800 to be invoiced monthly based on the percentage of the hourly not to exceed amount projected.**

B. **Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as stated below.**

C. COST BREAKDOWN BY PHASES

Schematic Design (20%)	$123,760
Design Development (15%)	$92,820
Construction Documents (40%)	$247,520
Bid Phase (5%)	$30,940
Construction Admin Phase (20%)	$123,760
	Total $618,800

D. COST BREAKDOWN BY DESIGN DISCIPLINE

Architectural	$393,692
Structural	$49,946
MEP	$91,078
Civil	$52,884
Landscape & Irrigation	$16,200
Geo-Tech Engineering	$7,200
Topographic Surveying	$7,800
TOTAL BASIC SERVICES	$618,800

E. COST OF THE WORK

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents. The Architect's estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques.

F. BILLING RATES

The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

- Site Principal / Engineer $240.00/hour
- Sr. Project Manager / Engineer $185.00/hour

▪ Project Manager / Engineer	$170.00/hour
▪ Project Architect / Engineer	$150.00/hour
▪ Architect / Engineer	$125.00/hour
▪ Intern Architect I / Engineer	$105.00/hour
▪ Intern Architect II / Engineer	$85.00/hour
▪ Admin	$70.00/hour

G. Additional Services

- Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. Additional Services will be negotiated on a lump sum basis.

- Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization.

H. **BRW does not anticipate compensation for reimbursable expenses. Travel and other related expenses are figured into the overall fee.**

7. PROJECT SCHEDULE

We anticipate the following time periods for the project phases:

PROJECT PHASE	COMPLETED
▪ Programming/ Schematic Design	8 weeks
▪ Design Development	4 weeks
▪ Construction Documents	12 weeks
▪ City review	4 weeks
▪ Bidding	8 weeks
▪ City Council Approval	4 weeks
▪ Building Construction	12 months

9. SCOPE AGREEMENT

Agreement represents the entire and integrated agreement between Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement entered as of the day and year first written above.

ARCHITECT

Ray Holliday

(Signature)

Ray W. Holliday, AIA, ASLA, ASID, APA, LI
Principal
Brown Reynolds Watford Architects, Inc.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE ADDITIONAL ARP FUNDING FOR THE FIRE STATION DESIGN FEES.

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 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#10

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 121 – GF ARP Fund					
Revenues – 4					
0000	Transfer In	Transfer From Fund 125	75125	$468,800	
Expenditures - 5					
2200	Fire	Professional Services	31400	$468,800	
Fund 125 - UF ARP					
Expenditures – 5					
6900	Transfers	Transfer To Fund 121	80121	$468,800	

[To amend the City of Kingsville FY 23-24 budget to appropriate additional funding for the Fire Station design fees for proposed fire station #3. Funding will come from the unappropriated fund balance of the UF ARP fund 125.]

I.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause,

phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 13th day of November 2023.

PASSED AND APPROVED on this the 27th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #16

– contract

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: August 15, 2023

SUBJECT: RFQ 23-05 Architectural Services for Proposed Fire Station #3

Summary:
This item authorizes the city staff to enter into a contract with BRW; Brown Reynolds Watford Architects, for Architectural Services for the design of the New Fire Station #3 for the City of Kingsville.

Background:
We published a Request for Qualifications #23-06 in the newspaper on April 13, 2023, and April 27, 2023. Responses were accepted until 2:00 PM on May 16, 2023. Eight responses were received from: Solka Navo Turno, LLC; BRW: Brown Reynolds Watford Architects; Turner Ramirez & Associates; Komatsu Architects; ICE Engineering; Sam Garcia Architect; CG5 Architect LLC; and Fresch, Freeman, Schroder Architect. Staff reviewed the responses received and found the information received to be responsive. The Selection Review Committee interviewed the top two firms based on Experience, Capacity to Perform, and familiarity with Fire Station Design Projects. The Selection Committee selected Brown Reynolds Watford Architects, 175 Century Square Drive Suite 350, College Station, Texas, 77840, as they were determined to be the most highly qualified firm for the project. The Selection Committee consisted of JJ Adame, Fire Chief; Red Sandoval, Fire Captain; and Charlie Sosa, Purchasing Manager. The committee recommended and the City Commission awarded the RFQ to BRW on August 28, 2023. At that time, staff was instructed to negotiate a contract to bring to Commission. The parties have met and negotiated a contract for the architectural services.

Financial Impact:
The total amount of $618,800.00 is needed for the services and will be funded with ARP Funds. The amount of $150,000.00 had originally been allocated and an additional $468,800.00 of ARP funding is being requested to cover the Architectural Design fee for the new Fire Station #3.

Recommendation:
It is recommended that the City Commission: 1) authorize the use of additional ARP funds for the Fire Station #3 Design Architectural Services RFQ #23-05 to Brown Reynolds Watford Architects, and 2) authorizes staff to enter into a contract with Brown Reynolds Watford Architects, 175 Century Square Drive Suite 350, College Station, Texas, 77840 in the amount of $618,800.00.

CITY OF Kingsville TEXAS

RESOLUTION #2023-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A STANDARD FORM AGREEMENT BETWEEN OWNER (CITY OF KINGSVILLE) AND ARCHITECT (BROWN REYNOLDS WATFORD ARCHITECTS, INC.) FOR KINGSVILLE FIRE STATION NO.3; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have architectural design work done for the proposed new Fire Station #3 located at the northeast corner of General Cavazos Blvd. and South 6th Street to better serve the needs of the citizens and staff; and

WHEREAS, the City Commission on August 28, 2023 awarded RFQ #23-05 to Brown Reynolds Watford Architects, Inc. ("BRW") and authorized staff to negotiate a contract for a fair and reasonable price under the Professional Services Procurement Act;

WHEREAS, the City and BRW have worked to prepare a Contract for Professional Services between the City of Kingsville and Brown Reynolds Watford Architects, Inc. for architecture work for the Kingsville Fire Station No. 3.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Standard Form of Agreement Between Owner (City of Kingsville, Texas) and Architect (Brown Reynolds Watford Architects, Inc.) for architecture and related work for the Kingsville Fire Station No.3 to be located at the northeast corner of General Cavazos Blvd. and South 6th Street in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 13th day of November, 2023.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of November in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)
City of Kingsville, Texas
400 W. King Avenue
Kingsville, TX 78363

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)
Brown Reynolds Watford Architects, Inc. (BRW)
175 Century Square Drive, Suite 350
College Station, TX 77840

for the following Project:
(Name, location and detailed description)
Kingsville Fire Station No. 3
Kingsville, TX

The Owner and Architect agree as follows.

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7 COPYRIGHTS AND LICENSES

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10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit A – Professional Services Proposal

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

A new single-story Fire Station 3 on a 1.38-acre site at the Northeast Corner of W. General Cavazos Blvd. and S 6th Street. The new central station will meet current firefighting operations and standards that will allow for faster turnout times and cleaner work environments for the safety of firefighters. The new station will include drive-through apparatus bays, a fully functional kitchen, a day room that will accommodate 8 firefighters, administration offices for EOC and Fire Admin, a conference room, a decontamination room accessible from the bays, a compressor room, a bunker gear room, a utility room, individual bedrooms, restrooms with showers, locker room, cascade room, training spaces, vehicle and equipment maintenance, and storage rooms.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Approximately $6.8 Million ($525 per SF)

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Not Applicable.

.2 Construction commencement date:

Upon "Notice to Proceed" issued by Kingsville Fire Station No 3.

.3 Substantial Completion date or dates:

TBD Upon the date of the "Notice to Proceed".

.4 Other milestone dates:

Not Applicable.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Unknown at the time of execution.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Charles Sosa, Purchasing Manager
City of Kingsville, TX
400 W. King Avenue
Kingsville, TX 78363
csosa@cityofkingsville.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not Applicable.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of November in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)
City of Kingsville, Texas
400 W. King Avenue
Kingsville, TX 78363

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)
Brown Reynolds Watford Architects, Inc. (BRW)
175 Century Square Drive, Suite 350
College Station, TX 77840

for the following Project:
(Name, location and detailed description)
Kingsville Fire Station No. 3
Kingsville, TX

The Owner and Architect agree as follows.

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(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit A – Professional Services Proposal

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

A new single-story Fire Station 3 on a 1.38-acre site at the Northeast Corner of W. General Cavazos Blvd. and S 6th Street. The new central station will meet current firefighting operations and standards that will allow for faster turnout times and cleaner work environments for the safety of firefighters. The new station will include drive-through apparatus bays, a fully functional kitchen, a day room that will accommodate 8 firefighters, administration offices for EOC and Fire Admin, a conference room, a decontamination room accessible from the bays, a compressor room, a bunker gear room, a utility room, individual bedrooms, restrooms with showers, locker room, cascade room, training spaces, vehicle and equipment maintenance, and storage rooms.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Approximately $6.8 Million ($525 per SF)

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Not Applicable.

.2 Construction commencement date:

Upon "Notice to Proceed" issued by Kingsville Fire Station No 3.

.3 Substantial Completion date or dates:

TBD Upon the date of the "Notice to Proceed".

.4 Other milestone dates:

Not Applicable.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Unknown at the time of execution.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mark McLaughlin, City Manager
City of Kingsville, TX
400 W. King Avenue
Kingsville, TX 78363
mmclaughlin@cityofkingsville.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Not Applicable.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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User Notes: (1464167256)

Not Applicable.

.2 Civil Engineer:

Not Applicable.

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Laboratory materials testing / inspections (during construction) – Consultant to be determined

Test and Balance – Consultant to be determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Ray Holliday, AIA, ASLA, LI, Principal
Brown Reynolds Watford Architects, Inc. (BRW)
175 Century Square Drive, Suite 350
College Station, TX 77840

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Gessner Engineering, LLC
401 West 26th Street, Suite 3
Bryan, TX 77803

.2 Mechanical Engineer:

To Be Determined.

.3 Electrical Engineer:

To Be Determined.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not Applicable.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building

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User Notes: (1464167256)

Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

SCOPE OF WORK

- See Exhibit A – Professional Services Proposal

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~($) for each occurrence and ($~~ One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~($)~~ One Million Dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

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§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and One Million Dollars ($ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000.00) per claim and Four Million Dollars ($ 4,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies

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discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
.2 issue Certificates of Substantial Completion;
.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect / Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Architect
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Exhibit A – Professional Services Proposal.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 To Be Determined ( ) visits to the site by the Architect during construction

.3 To Be Determined ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 To Be Determined ( ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

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§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,

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.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

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not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] ~~Arbitration pursuant to Section 8.3 of this Agreement~~

[X] Litigation in a court of competent jurisdiction , Kleberg County, TX

[ ] ~~Other: *(Specify)*~~

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~**§ 8.3 Arbitration**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the~~

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~~date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 Consolidation or Joinder**~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

~~**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~
~~*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*~~

~~.1 Termination Fee:~~

~~.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. in the State of Texas

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201 2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

~~.1 Stipulated Sum~~

.3 Other
(Describe the method of compensation)

~~*(Insert amount)*~~

~~.2 Percentage Basis~~
~~*(Insert percentage value)*~~

~~( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~Payment for **Basic Architectural services** is not to exceed an amount of **$618,800.00** to be invoiced monthly based on the percentage of the hourly not to exceed amount projected.

Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as stated below.

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COST BREAKDOWN BY PHASES	
Schematic Design (20%)	$ 123,760.00
Design Development (15%)	$ 92,820.00
Construction Documents (40%)	$ 247,520.00
Bid Phase (5%)	$ 30,940.00
Construction Admin Phase (20%)	$ 123,760.00
Total	**$ 618,800.00**

COST BREAKDOWN BY DESIGN DISCIPLINE	
Architectural	$ 393,692.00
Structural	$ 49,946.00
MEP	$ 91,078.00
Civil	$ 52,884.00
Landscape & Irrigation	$ 16,200.00
Geo-Tech Engineering	$ 7,200.00
Topographic Surveying	$ 7,800.00
TOTAL BASIC SERVICES	**$ 618,800.00**

~~.3 Other~~
~~*(Describe the method of compensation)*~~

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)
Not Applicable.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Additional Services will be negotiated in lump sum agreement.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
~~Procurement~~ Procurement/ Bid Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate ($0.00)
Site Principal / Engineer	$240.00 per hour
Sr. Project Manager / Engineer	$185.00 per hour
Project Manager / Engineer	$170.00 per hour
Project Architect / Engineer	$150.00 per hour
Architect / Engineer	$125.00 per hour
Intern Architect I / Engineer	$105.00 per hour
Intern Architect II / Engineer	$ 85.00 per hour
Admin	$ 70.00 per hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

~~.1 Transportation and authorized out-of-town travel and subsistence;~~

~~.2 Long-distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~**BRW does not anticipate compensation for reimbursable expenses. Travel and other related expenses**

~~.3 Permitting and other fees required by authorities having jurisdiction over the Project;~~**are figured into the overall fee.**

.1

~~.4 Printing, reproductions, plots, and standard form documents;~~

~~.5 Postage, handling, and delivery;~~

~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

~~.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;~~

~~.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;~~

~~.9 All taxes levied on professional services and on reimbursable expenses;~~

~~.10 Site office expenses;~~

~~.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~

~~.12 Other similar Project-related expenditures.~~

§ 11.8.2 ~~For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.~~

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§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)
Not Applicable.

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

The lower 5% % per annum or the maximum rate allowed under chapter 2251, Texas Government Code.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Any element of this agreement later held to violate a law or regulation shall be deemed void and all remaining provisions shall continue in force. However, the Owner and the Architect will, in good faith, attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners (TBAE)
PO Box 12337
Austin, TX 78711
512.305.9000

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)
Not Applicable.

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Not Applicable.

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Not Applicable.

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)
Exhibit A – Professional Services Proposal.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Mark McLaughlin, City Manager City of Kingsville, TX	Ray Holliday, AIA, ASLA, LI, Principal Brown Reynolds Watford Architects, Inc.
(Printed name and title)	*(Printed name, title, and license number, if required)*

Init.

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BROWN REYNOLDS WATFORD
ARCHITECTS BRW

175 CENTURY SQUARE DRIVE
SUITE 350
COLLEGE STATION, TEXAS 77840
979-694-1791
WWW.BRWARCH.COM

~~September 15, 2023~~ – October 16, 2023

Professional Services Proposal – EXHIBIT A

City of Kingsville, Texas
ATTN: Charles Sosa, Purchasing Manager
400 W. King Avenue
Kingsville, TX 78363
csosa@cityofkingsville.com

RE: Kingsville Fire Station 3

BRW Architects is pleased to submit this proposal for architectural services to design Fire Station No. 3 for the City of Kingsville.

The project scope, scope of services, project schedule, and compensation are described below:

1. INITIAL INFORMATION

Scope - The following professional architectural services described in this proposal are for the design and construction of a new single-story Fire Station 3 on a 1.38-acre site at the Northeast Corner of W. General Cavazos Blvd. and S 6th Street. The new central station will meet current firefighting operations and standards that will allow for faster turnout times and cleaner work environments for the safety of firefighters. The new station will include drive-through apparatus bays, a fully functional kitchen, a day room that will accommodate 8 firefighters, administration offices for EOC and Fire Admin, a conference room, a decontamination room accessible from the bays, a compressor room, a bunker gear room, a utility room, individual bedrooms, restrooms with showers, locker room, cascade room, training spaces, vehicle and equipment maintenance, and storage rooms. The new station will be approximately 13,000 SF. with a Construction Budget of approximately $6.8 Million ($525 per SF).

2. ARCHITECT'S RESPONSIBILITIES

A. **The Architect shall provide the professional services as set forth in this agreement.**

B. **Architectural**

- A more detailed description of the basic services are listed below under section 6. Scope of Services by Project Phases for the Kingsville Fire Station 3 Facility.
- Preparation or assistance of Solicitation and Contract Document Procedures

C. **Landscape Architecture**
- Landscape design to meet zoning ordinance requirements as applicable using drought-tolerant / Native vegetation goals
- Fencing as required around rear of station

D. **Landscape Irrigation**
- Irrigation system design and documentation plans and specifications

E. **Civil Engineering**
- Drainage, grading and paving design
- Grading spot elevation adequate for TAS compliance
- On-site water, gas, and sewer utilities
- On-site electrical
- Surveying for meets and bounds, easements, setbacks, topo, existing utilities, existing vegetation.

- Geo-Tech Engineering
- Storm Water Pollutant Prevention Plan (SWPPP to be provided by Contractor)
- Building and site review submittal
- Pre-emption light Coordination with 2 conduits form light to fire station

F. **Structural Engineering**
- Structural foundation
- Structural framing
- Windstorm Design

G. Mechanical, Plumbing and Electrical Engineering
- Mechanical systems, including temperature controls systems and written sequence of operations
- Fire Protection (sprinkler system)
- Electrical power, lighting, and fire alarm systems
- Coordination with utility companies for electrical power, telephone, fiber, cable TV, service entrances, etc.
- Emergency generator
- Station radio, and alerting systems.
- Audio / Visual Equipment
- Building Security door access and cameras Equipment
- Lightning and surge protection
- Per the City of Kingsville specifications, Telecommunications and computer equipment and wiring, including voice data, cable TV, fiber optic cabling, data drops, IT cabinets, racks, wire management systems and terminations.

3. EXCLUSIONS FROM BASIC SERVICES

A. The services shown below are not anticipated at this time; however, project requirements identified during design may require them to be added.

B. Architectural
- LEED Design / LEED Certification
- Full-time on-site construction observation
- Environmental or hazardous materials conditions / issues
- Preparation or assistance of additional bid packages after the initial bid

C. Demolition
- Demolition of buildings and other structures.

D. Civil Engineering
- Zoning modifications, including street abandonments, easements
- Environmental II or hazardous materials conditions / issues
- Platting
- Communication Tower
- Geotech Engineering
- Construction material Testing
- Traffic Study.
- Detention Pond design and review process
- Pre-emption light

E. Mechanical, Electrical and Plumbing Engineering
- Building utility bill estimates
- Acoustical Design and Documentation
- Radio tower
- Direct capture exhaust in the truck bays

4. OWNER PROVIDED SERVICES AND SYSTEMS

A. The Owner shall furnish services those listed below as applicable:
- Laboratory materials testing / inspections (during construction)
- Test and Balance.

5. SCOPE OF SERVICES BY PROJECT PHASE

Phase I - Programming and Schematic Design

A. Kick Off Meeting
- Review scope of work and project schedule with project team. Identify contact information as well as chain of command for distributing information.

B. Programming
- BRW, working with Kingsville Fire Department and city staff, will establish the program of spaces for the New Station No. 3. The Programming shall include two (2) working design meetings with the Owner.

C. Code Research
- Research all applicable building code requirements, zoning restrictions, and city ordinances related to the new Fire Station No. 3, including: the International Building Code, International Electric Code, International Energy Conservation Code, International Fire Prevention Code, International Building Mechanical Code, International Plumbing Code as well as site, floodplain, and TAS requirements.

D. Schematic Design
- Schematic Design documents shall include a site plan, building floor plans, sections, elevations, and renderings. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Design phase shall include two (2) working design meetings with the Owner.

- BRW will provide a statement of probable cost at the completion of Schematic Design, which will be a general estimate developed from several cost data bases including our own to determine the anticipated cost per square foot.

Phase II - Preliminary Design

E. Design Development
- BRW will develop the Schematic Design to greater detail. The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and probable cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design establishing the scope, relationships, forms, size, and appearance of the project by means of plans, sections and elevations, typical construction details, and outline specifications. The Design Development Documents shall include in general the quality levels for major materials and project systems.

- During the design process, the Architect shall work with the Owner and user group to coordinate the scope of the project. At the completion of Design Development, the Architect shall update the probable cost of the Work and the project schedule. The Architect shall advise the Owner of any changes from previous cost projections due to adjustments in the project scope, refinement of the probable cost of the work, or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

- BRW will provide preliminary Civil, Structural, Mechanical, Electrical, and Plumbing engineering. Design and coordination with the Owner's IT department will be implemented at this phase. During this phase interior elevations will be developed and BRW will review finish materials, lighting, and furniture. BRW will review with the Owner, equipment and furniture that are owner supplied vs.

items supplied by the contractor during construction. Door hardware will be outlined and reviewed. BRW will prepare an outline for materials and products used for specifications.

- Our civil engineer will evaluate our site conditions along with parking, drainage, landscaping, and irrigation requirements.

- Meetings and Deliverables. The Design Development phase shall include two (2) working design meetings with the Owner. At the end of the Design Development phase, the City of Kingsville will be provided with two (2) hard-copy tabloid (11" x 17") sets and two (2) 8.5" x 11" project manuals (front ends).

- BRW will provide a statement of probable cost at the completion of Design Development, which will be a general estimate developed from several cost data bases including our own to determine the cost per square foot and general costs of selected materials and methods. BRW will submit the estimate in PDF/electronic format.

Phase III – Final Design

F. Construction Documents

- The Architect shall provide Construction Documents based on the approved Design Development Documents and updated probable cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and project systems required for construction.

- The Architect shall update the estimate of the Cost of the Work and project schedule at 30%, 60% and 90% completion of Construction Documents. The statement of Probable Cost shall be an estimate to include materials, equipment, component systems and construction types for construction costs. The Statement of Probable Cost will also include project costs consisting of alternates to the bid, owner provided furniture and equipment, an allowance for construction testing, along with the contingency. The contingency includes Owner Generated Changes, Architectural and Engineering Design Contingency, and Unforeseen Construction Conditions. It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, over competitive bidding, or market conditions. Accordingly, the Architect acknowledges that the bids may vary from the Owner's budget or the Architect's cost estimate.

- During the development of the Construction Documents, the City of Kingsville shall prepare a Project Manual including (front end documents) bidding and procurement information which describes the time, place and conditions of bidding.

- Final design and coordination of the mechanical, electrical, and plumbing will be completed. Mechanical engineering will include sizing of equipment, ducts, diffusers, dampers, and appropriate calculations. Plumbing engineer will include design of wastewater system tied into the existing system, supply water, and gas system. Electrical engineer will provide lighting, speaker system, phone, cable, and data wiring. Civil engineering work will be reviewed and coordinated, and final details will be drawn and specified.

- Upon receiving a letter of notice to proceed, BRW will update the building project schedule.

- Prepare complete Construction Documents, Specifications, Architect's Cost Estimate and Schedule and submit for Permit. Submit plans to Developmental Services Department for their review.

- BRW will be responsible for submitting construction documents to Development Services (DS) for plan review. BRW will be responsible for addressing any DS code comments and providing a permit ready set of construction documents.

- Submit plans and coordinate with Texas Department of Licensing and Regulation (TDLR) or

Registered Accessibility Specialist (RAS) for accessibility review and city permitting. Obtain EAB Number and Plan Review Report and approval for permit.

- Coordination of all architectural drawings will be detailed and finalized. Specifications will be coordinated with drawings and completed. BRW shall assist in the solicitation for inclusion in the specifications.

- The Construction Documentation Phase shall consist of five (5) meetings. Construction Documents phase deliverables shall include PDF documents as well as two (2) Tabloid (11" x 17") sets of documents at 30% completion, 60% completion, and 90% completion for the Owner's review and comment. Final deliverables at 100% completion will include the Contract Documents and Specifications and will be coordinated and submitted per standard process with engineering services: submittals at 30/60/90/100.

G. Bidding Includes the following:

- The Owner intends to utilize Competitive Sealed Proposal delivery method for the project. The term "competitive bidding" and "competitive sealed proposals" as used in this agreement shall mean the same method of construction procurement ultimately selected by the Owner. BRW will provide drawings and specifications to the Owner for posting.

- The Architect shall prepare responses to questions from proposers and provide clarifications and interpretations of the Contract Documents in the form of Addenda.

- The Architect shall consider requests for substitutions during the pricing period, as permitted by the Contract Documents, and shall prepare Addenda including approved substitutions.

- The Architect will participate in a pre-proposal conference for prospective bidders.

- The Bidding phase shall include one (1) working design meetings with the Owner.

- BRW will assist the City during the bidding phase.

H. Construction Administration

- Participate in Pre-Construction Meeting.

- Attend and chair construction progress meetings based roughly on one (1) meeting per week.

- The Architect shall not have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction as selected by the Contractor, or for the safety precautions and programs incident to the work of the Contractor, or for the failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor furnishing and performing the work.

- The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as shop drawings, product data, samples, and mock-ups for general conformance with information given and the design concept expressed in the Contract Documents. Review is not conducted for the purpose of determining the accuracy, completeness, or quantities, or for substantiating instructions for installation or performance of equipment or systems.

- The Architect shall visit the site to become generally familiar with the progress of the quality of the work completed (assuming work is ongoing). The Architect's representative shall attend pre-arranged progress meetings and prepare field reports described the status of the work and any deviations observed from the Construction Documents.

- Through the construction administration activities with monthly progress meetings, submittal approvals, RFI's, change orders, construction schedule approval, and project close-out, BRW will serve as the representative of the Owner during construction to observe the construction effort and the general conformance by the construction contractor with the construction drawings and specifications.

- Architect shall perform final closeout procedures as defined in the Contract Documents, including preparation and verification of Punch Lists for the Contractor's use and transfer red-lined drawings into a set of as-builts. BRW will provide the City of Kingsville as-builts in digital format.

- One (1) year warranty walk through after Final completion.

- Construction Administration services beyond the following limits shall be an Additional Service:

  Evaluation of Contractor's substitution requests after thirty (30) days following the execution of the contract.
  Owner requested project scope changes resulting in changes to the Construction Documents.
  Evaluation of claims submitted by the Contractor in connection with the work.

- Construction Administration services provided more than sixty (60) days after the date of the Substantial Completion, originally established in the construction contract shall be Additional Services, with the exception of final completion and project closeout, and warranty walk. The monthly lump-sum fee for extended Construction Administration (CA) services shall be the CA portion of the fee divided by the number of months for construction originally established in the construction contract.

6. COMPENSATION

A. **Payment for Architectural services is not to exceed an amount of $618,800 to be invoiced monthly based on the percentage of the hourly not to exceed amount projected.**

B. **Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as stated below.**

C. COST BREAKDOWN BY PHASES

Schematic Design (20%)	$123,760
Design Development (15%)	$92,820
Construction Documents (40%)	$247,520
Bid Phase (5%)	$30,940
Construction Admin Phase (20%)	$123,760
	Total $618,800

D. COST BREAKDOWN BY DESIGN DISCIPLINE

Architectural	$393,692
Structural	$49,946
MEP	$91,078
Civil	$52,884
Landscape & Irrigation	$16,200
Geo-Tech Engineering	$7,200
Topographic Surveying	$7,800
TOTAL BASIC SERVICES	$618,800

E. COST OF THE WORK

In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents. The Architect's estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques.

F. BILLING RATES

The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

- Site Principal / Engineer $240.00/hour
- Sr. Project Manager / Engineer $185.00/hour

▪ Project Manager / Engineer	$170.00/hour
▪ Project Architect / Engineer	$150.00/hour
▪ Architect / Engineer	$125.00/hour
▪ Intern Architect I / Engineer	$105.00/hour
▪ Intern Architect II / Engineer	$85.00/hour
▪ Admin	$70.00/hour

G. **Additional Services**

- Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services shall entitle the Architect to compensation and an appropriate adjustment in the Architect's schedule. Additional Services will be negotiated on a lump sum basis.

- Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization.

H. **BRW does not anticipate compensation for reimbursable expenses. Travel and other related expenses are figured into the overall fee.**

7. PROJECT SCHEDULE

We anticipate the following time periods for the project phases:

PROJECT PHASE	COMPLETED
▪ Programming/ Schematic Design	8 weeks
▪ Design Development	4 weeks
▪ Construction Documents	12 weeks
▪ City review	4 weeks
▪ Bidding	8 weeks
▪ City Council Approval	4 weeks
▪ Building Construction	12 months

9. SCOPE AGREEMENT

Agreement represents the entire and integrated agreement between Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement entered as of the day and year first written above.

ARCHITECT

Ray Holliday

(Signature)

Ray W. Holliday, AIA, ASLA, ASID, APA, LI
Principal
Brown Reynolds Watford Architects, Inc.

AGENDA ITEM #17

Authorize Use ARP
- water meters

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: August 15, 2023

SUBJECT: ARP Funding for Stock Water Meters and Apparatuses

Summary:
This item authorizes the city staff to allocate ARP Funding for stock water meters and apparatuses for the Utility Billing Department to purchase the items.

Background:
The water meters and apparatuses will be used to have in stock and on hand for the Utility Billing Department. The stock meters and apparatuses will be for new construction and new services that can be installed by city technicians. The items are available via DIR-TSO-4229 purchasing cooperative.

Financial Impact:
The total amount of ARP Funds request is $150,000.00 for stock water meters and apparatuses for the Utility Billing Department.

Recommendation:
It is recommended that the City Commission (1) allocate $150,000.00 of ARP Funds to fund water meter and apparatus for the Utility Billing Department and (2) authorize the purchase of water meter and apparatuses via DIR-TSO-4229 purchasing cooperative.

AGENDA ITEM #18

Purchase
- water meters

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: August 15, 2023

SUBJECT: ARP Funding for Stock Water Meters and Apparatuses

Summary:
This item authorizes the city staff to allocate ARP Funding for stock water meters and apparatuses for the Utility Billing Department to purchase the items.

Background:
The water meters and apparatuses will be used to have in stock and on hand for the Utility Billing Department. The stock meters and apparatuses will be for new construction and new services that can be installed by city technicians. The items are available via DIR-TSO-4229 purchasing cooperative.

Financial Impact:
The total amount of ARP Funds request is $150,000.00 for stock water meters and apparatuses for the Utility Billing Department.

Recommendation:
It is recommended that the City Commission (1) allocate $150,000.00 of ARP Funds to fund water meter and apparatus for the Utility Billing Department and (2) authorize the purchase of water meter and apparatuses via DIR-TSO-4229 purchasing cooperative.

CITY OF Kingsville TEXAS

AGENDA ITEM #19

Authorize purchase - truck

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin

FROM: Charlie Sosa Purchasing Manager

DATE: October 27, 2023

SUBJECT: Purchase of New PPV Truck F-150 Responder for Police Department

Summary:

This item authorizes the City Manager to approve the purchase of a new PPV Truck F-150 Responder and outfitting with Silsbee Ford of Silsbee, Texas, through TIPS Purchasing Cooperative Contract # 210907 for the City of Kingsville Police Department.

Background:

The new PPV F-150 Responder Truck will be purchased through a Stonegarden Grant and with Chapter 59 Forfeiture Funds. TIPS is a member of the Purchasing Cooperative which meets Local Government Code Chapter 271 Subchapter F that allows for the use of a cooperative purchasing program. Specifically, 271.102 (c), states, "A local government that purchases goods 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.

Financial Impact:

Funds are available through GL Fund 016-5-2100-71119 in the amount of $65,452.00 with a Budget Amendment, and the remaining amount of $29,119.15 is available through GL Fund 005-5-2100-71100. The amount of the new police vehicle will be $94,571.15.

Recommendation:

It is recommended the City Manager be authorized to approve the purchase of the new PPV Truck F-150 Responder with Silsbee Ford of Silsbee, Texas, Texas, through TIPS Purchasing Cooperative Contract # 210907 for the City of Kingsville Police Department, as per staff recommendation.

PURCHASE BREAKDOWN

POLICE DEPARTMENT	
NAME	CITY OF KINGSVILLE
ADDRESS	PO BOX 1458
CITY, STATE, ZIP	KINGSVILLE, TX 78363
C/O	CHARLIE SOSA
PHONE	361-595-8025

DATE
October 30, 2023

Purchasing Dept.

QTY	NEW USED	MODEL	SERIAL NUMBER	GL#Account	DESCRIPTION	CASH PRICE
1	NEW	F-150	Responder	016-5-2100-71119	FORD F-150 Responder PPV Truck	45,799.00
					Options 2305	2,305.00
1	NEW	F-150	Outfitting	005-5-2100-71100	Dana Safety Outfittng PKG# 505604-C	22,619.40
					FACTORY FREIGHT	763.00
					Floor Plan Interest	300.00
					Lot Ins.	250.00
					5% Discount	(115.25)
					Dailey Wells Communications Radio	$ 4,425.00
					Vigilant LPR	18,225.00

TRADE -IN EQUIPMENT

MAKE, MODEL, AND DESCRIPTION	HOURS	SERIAL NO.	ALLOWANCE
			$
			$
			$
Gross Trade-In Allowance			$ -
Less: Amount Owed To:			$
Net Trade-In Allowance			$ -

Sub Total Truck/Outfitting	71,921.15
Other Charges Radio/LPR	22,650.00
Total Cash Price	94,571.15
Trade-In Allowance	-
Total Cash Price After Trade-In	94,571.15
Sales Tax	
State Fuel Surcharge	
Heavy Inventory Tax	
Cash on Delivery	
Balance Due	⇨ 94,571.15

DISCLAIMER OF WARRANTIES

Any Warranties on the products sold hereby are those made by the Manufacturer.

CITY OF KINGSVILE P.O. #

#GL ACCOUNT

Police Department

PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF KINGSVILLE
Contact: CHARLIE SOSA
Email:
Product Description: FORD F150 RESPONDER

Prepared by: MICHAEL WILEY
Phone: 254-541-9061
Email: mwiley.silsbeefleet@gmail.com
Date: October 30, 2023

A. **Bid Item:** 59 — **A. Base Price:** $ 45,799.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W1P	FORD 2023 RESPONDER 4X4 SHORT BED	$ -	91B	BLISS	$ 590.00
998	3.5L V6 ECOBOOST	INCL			
44G	10 SPEED TRANS AUTO	INCL			
18B	BLACK PLATFORM RUNNING BOARDS	$ 250.00			
53A	TRAILER TOW PACKAGE	$ 1,075.00			
67P	REMOTE KEYLESS / WITH FOB	$ 340.00			
41A	BADGE DELETE	$ -			
62B	FLEET KEYED ALIKE 1284X	$ 50.00			

Total of B. Published Options: $ 2,305.00

Published Option Discount (5%) $ (115.25)

C. **Unpublished Options** $= 47.0 %

Description	Bid Price	Options	Bid Price
DANA SAFETY PKG # 505604-C	$ 22,619.40	EXTERIOR- BLACK	
		INTERIOR- PG MEDIUM EARTH GRAY	
		150A- EQUIPMENT GROUP	

Total of C. Unpublished Options: $ 22,619.40

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ 300.00

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ 250.00

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 436 — $ 763.00

H. **Subtotal:** $ 71,921.15

I. **Quantity Ordered** 1 x H = $ 71,921.15

J. **Trade in:** $ -

K.

L. **Total Purchase Price** $ 71,921.15

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	505604-C
Customer No.	SILSBEE

Bill To	**Ship To**
SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656	SILSBEE FORD FLEET GROUP **NEED ONLY ONE INVOICE PER SO#** **NEED ONLY ONE INVOICE PER SO#** SILSBEE, TX 77656
Contact: SETH GAMBLIN **Telephone:** 512-436-1313 **E-mail:**	**Contact:** SETH GAMBLIN **Telephone:** 512-436-1313 **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
10/17/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	SETH GAMBLIN	17605331440

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO 2023 F-150- KINGSVILLE Warehouse: LAFE	0.0000	0.00
1	1	Y	EVP EMERGENCY VEHICLE PACKAGE Warehouse: LAFE	15,719.4000	15,719.40
1	1	Y	SIFMJS-FD15-P3 FED SINGLE SPECTRALUX ILS LOW-PROFILE SIFM CENTE FOCU Warehouse: LAFE	0.0000	0.00
1	1	Y	SIFMJR-FD15-P3 FED F-150 LIGHTBAR R/B/A Warehouse: LAFE	0.0000	0.00
1	1	Y	FED-PF200S17B FED SIGNAL PATHFINDER 100/200W.17 BTN Warehouse: LAFE	0.0000	0.00
1	1	Y	ES100C FED ES100/DYNAMAX 100W CLASS A SPEAKER Warehouse: LAFE VEHICLE SPECIFIC MOUNTING BRACKETS ARE SOLD SEPERATELY **********	0.0000	0.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

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10/17/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	SETH GAMBLIN	17605331440

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	DFC-SB-ES100C Fed Speaker Bracket for Mounting ES100C Warehouse: RROC	0.0000	0.00
2	2	Y	EXPMOD24 FEDERAL SIGNAL PATHFINDER EXPANSION MODULE Warehouse: LAFE	0.0000	0.00
16	16	Y	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC 4- REAR TAIL GATE 4- PUSH BUMPER (8) RUNNING BOARD AREA 4- PER SIDE	0.0000	0.00
1	1	Y	MPSW9X-RW FED MPS WIDE ANG X,RED/WHT Warehouse: LAFE	0.0000	0.00
1	1	Y	MPSW9X-BW FED MPS WIDE ANG X,BLU/WHT Warehouse: LAFE	0.0000	0.00
1	1	Y	MPSMW9-FRD21MIR FED KIT,BRACKET,MPSW9, MIRROR 22F150 Warehouse: LAFE	0.0000	0.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

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10/17/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	SETH GAMBLIN	17605331440

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	FED-416900XZ-BW FED TAILLIGHTS DUAL COLOR 12 LED LIGHT HEAD Warehouse: LAFE REVERSE	0.0000	0.00
1	1	Y	FED-416900XZ-RW FED TAILLIGHTS DUAL COLOR 12 LED LIGHT HEAD Warehouse: LAFE REVERSE	0.0000	0.00
1	1	Y	FHL-TAIL FED UNIVERSAL TAIL LIGHT FLASHER - 18" LEADS Warehouse: LAFE	0.0000	0.00
1	1	Y	FHL-CHG FED Flasher, Headlight, 2006-newer, Dodge Charger and Warehouse: LAFE	0.0000	0.00
1	1	Y	MISC FED DFC-PB-FRD21 Warehouse: RROC	0.0000	0.00
1	1	Y	DFC-TC4L-2 FED SIG FOUR-LIGHT TOP CHANNEL FOR PUSH BUMPER Warehouse: RROC Four-Light top channel for Ford F-150 and Dodge Durango push bumper, use with MPS6U lights (lights sold separately)	0.0000	0.00

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

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SILSBEE, TX 77656

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10/17/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	SETH GAMBLIN	17605331440

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MISC FED DFC-UG-FRD21 Warehouse: RROC	0.0000	0.00
1	1	Y	PK0369FDT15F150 SMC #8VS Recessed Panel 1/2 Coated Polycarbonate 1/2 Warehouse: LAFE Vinyl Coated Expanded Metal	0.0000	0.00
1	1	Y	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: LAFE "Dual T-Rail Mount2 Universal XL Handcuff Key Override"	0.0000	0.00
1	1	Y	DK0100FDT21F150 SMC DOOR PANEL VS TPO PLASTIC BLACK Warehouse: LAFE	0.0000	0.00
1	1	Y	WK0514FDT15F150H SMC Window Barrier Steel Horizontal 2015+ Ford F150 Warehouse: LAFE VEHICLE YEAR - NOTE: VERTICAL BAR WINDOW BARRIERS WERE FOUND TO BLOCK THE DRIVERS VISION ON THIS VEHICLE & ARE NOT AVAILABLE. ********** WK0514FDT15F150H	0.0000	0.00

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10/17/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	SETH GAMBLIN	17605331440

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	WK0055FDT15F150 SMC WINDOW BARRIER VS STEEL REAR WINDOW Warehouse: LAFE	0.0000	0.00
1	1	Y	15371 GJ DUAL USB POWER PORT 4.2 A Warehouse: LAFE FITS ROCKER SWITCH KNOCK-OUT **********	0.0000	0.00
1	1	Y	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685) Warehouse: LAFE FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE. **********	0.0000	0.00
1	1	Y	7160-0322 GJ full faceplate motorola xtl 2500/5000 full size Warehouse: LAFE	0.0000	0.00
1	1	Y	7160-0338 GAMBE FACEPLATE FULL FED SIGNAL SMART SIREN Warehouse: LAFE PLATINUM	0.0000	0.00

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10/17/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	SETH GAMBLIN	17605331440

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	3130-0152 GJ MCS 1/2 BLANK FILLER PANEL Warehouse: LAFE	0.0000	0.00
1	1	Y	7160-1626 GJ 2021+ Ford F-150 Wide Body Console Box Warehouse: LAFE 7160-1626	0.0000	0.00
1	1	Y	7110-1013 GJ ARM REST FOR TAHOE CONSOLE Warehouse: LAFE MOUNTS TO THE DRIVER SIDE OF GAMBER JOHNSON CONSOLE MODEL #7160-0435	0.0000	0.00
1	1	Y	7160-0996-00 GJ MAGNETIC BASE CELL PHONE HOLDER Warehouse: LAFE	0.0000	0.00
2	2	Y	15082 GJ ROCKER SWITCH & CIGARRETTE KNOCK-OUT PANEL Warehouse: LAFE	0.0000	0.00
2	2	Y	GJ-19345 GJ FILLER PLATE 5.00" Warehouse: LAFE	0.0000	0.00
3	3	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: LAFE	0.0000	0.00

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4809 KOGER BLVD
GREENSBORO, NC 27407

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
10/17/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	SETH GAMBLIN	17605331440

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: LAFE	0.0000	0.00
1	1	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: LAFE	0.0000	0.00
1	1	Y	DF4 DECKED 2 DRAWER PICK UP TRUCK BED BOX FOR 5'6" BE Warehouse: LAFE	0.0000	0.00
1	1	Y	226339 KEYS BAKFLIP G2 BED COVER Warehouse: LAFE	0.0000	0.00
1	1	Y	805-0022-00 STALKER Dual - 2 Antenna Radar System Warehouse: LAFE END USER: MAKE YEAR & MODEL:	0.0000	0.00
1	1	Y	155-2211-00 STALKER REMOTE DISPLAY INTRCONNECT CABLE Warehouse: LAFE	0.0000	0.00
1	1	Y	200-1341-10 STLK 21-22 FORD F-150 FRONT COMBO MOUNT Warehouse: LAFE	0.0000	0.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	505604-C
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10/17/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Maria Rivera	Maria Rivera - La Feria	SETH GAMBLIN	17605331440

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	200-1342-00 Stalker Rear Antenna Mount for Ford F150 Warehouse: LAFE	0.0000	0.00
1	1	Y	200-1503-01 STALKER SPEED MODULE W/EXTERNAL ANTENNA Warehouse: LAFE	0.0000	0.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: LAFE LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	225.0000	225.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: LAFE * CUSTOMER PROVIDIDNG - RADIO - CAMERA	4,500.0000	4,500.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	10/30/23
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Printed By: Maria Rivera

Subtotal	20,444.40
Freight	2,175.00
Order Total	22,619.40

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

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Telephone: 512-436-1313
E-mail:

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Subtotal	20,444.40
Freight	2,175.00
Order Total	22,619.40

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219

L3HARRIS

DAILEY-WELLS

To: Kyle Benson, IT Director
For: City of Kingsville
Phone: 361-221-6051
Date: October 24, 2023
email kbenson@cityofkingsville.com

From: Edward Martinez
Major Accounts Representative
Dailey-Wells Communications
361-548-5660 Cell
210.893.6702 Fax
emartinez@dwcomm.com

XG-75M Mobile Radio, 768/ 861 MHZ,P25 Phase II

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	MAMW-SDMXX	MOBILE, XG-75M/M7300, 764-870 MHZ, HALF DPLX	1	$ 2,510.00	26%	$ 1,857.40	$ 1,857.40
2	AN-125001-001	ANTENNA, BASE, STANDARD ROOF MOUNT	1	$ 40.00	26%	$ 29.60	$ 29.60
3	AN-225001-001	ANTENNA, ELEMENT, 700/800 3dB	1	$ 90.00	26%	$ 66.60	$ 66.60
4	MW-P25ED	FEATURE PACKAGE, P25 TRUNKING & EDACS	1	$ 1,750.00	26%	$ 1,295.00	$ 1,295.00
5	MW-PL4U	FEATURE, SINGLE-KEY-DES ENCRYPTION	1	$ 0.01	100%	$ -	$ -
6	MW-PL9E	FEATURE, SINGLE-KEY AES ENCRYPTION	1	$ 0.01	100%	$ -	$ -
7	MW-PL4F	FEATURE PACKAGE, P25 PHASE 2, TDMA	1	$ 250.00	26%	$ 185.00	$ 185.00
8	MAMW-NCP9E	CONTROL UNIT, CH-721, SCAN, REMOTE MOUNT	1	$ 785.00	26%	$ 580.90	$ 580.90
9	MAMW-NMC7Z	MICROPHONE, STD, STRAIGHT CONNECTOR	1	$ 165.00	26%	$ 122.10	$ 122.10
10	MAMW-NZN7R	ACCESSORIES, XG-75M/M7300 REMOTE MOUNT	1	$ 360.00	26%	$ 266.40	$ 266.40
		TOTAL FOR RADIO PACKAGE:		$ 5,950.02		$ 4,403.00	
11	DWC-Shipping	Shipping / Handling	1	$ 22.00	0%	$ 22.00	$ 22.00
						Extended Total	$ 4,425.00

P.O

Terms: Net 30 Days
Shipping: Pre-Pay & add to invoice
Price valid until November 30, 2023

Bill to: City of Kingsville
PO Box 1458
Kingsville, TX 78364

Ship To: Kingsville Police Department
1700 E King
Kingsville, TX 78363
Attn: Kyle Benson

Quote for:

Kingsville Police Department

Attn:

Kyle Benson

Reference:

(1) Two Cam Mobile LPR System

Quote By:

Chris Morgan

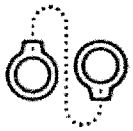
Date:

10-18-23

VIGILANT SOLUTIONS

Vigilant Solutions is about protecting officers, families and communities. Vigilant is about saving lives – creating innovative and essential intelligence solutions for law enforcement that enhance policing efforts. Intelligence can solve crimes, prevent crimes before they occur, and improve safety for officers and the public that they serve and protect. Vigilant's solutions are designed to collect, organize and share data to credentialed law enforcement personnel, making intelligence actionable and readily accessible.

WHAT WE DO:



REDUCE CRIME RATES



OFFICER SAFETY



INCREASE EFFICIENCY & PRODUCTIVITY



REVENUE DISCOVERY/ RECOVERY

OUR PRODUCTS:

- License Plate Recognition (LPR) Data and Analytics
- Fixed and Mobile LPR Cameras
- Body Worn Cameras
- Facial Recognition
- Campus Safety Solutions
- Parking Enforcement Solutions
- Corporate Security Solutions

BE SAFE. BE SMART. BE VIGILANT.

VIGILANTSOLUTIONS.COM · 925-398-2079

MOTOROLA SOLUTIONS	Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113	

Issued To:	Kingsville Police Department - Attention: Kyle Benson	Date:	10-18-23
Project Name:	(1) Two Cam Mobile LPR System	Quote ID:	CHM-0117-01

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description

(1)	**Mobile LPR SYS-1**
	CDM-2-45--L5M
		Mobile LPR 2-Camera L5M High-Definition System (Expandable to 4 Cams)
		Hardware:
		• Qty=1 16mm lens package
		• Qty=1 25mm lens package
		• VLP-5200 Processing Unit
		• Wiring harness w/ ignition control (Direct to Battery)
		  o Single point power connection
		• Field installed GPS antenna
		Software:
		• CarDetector Mobile LPR software application for MDC unit
		  o LPR vehicle license plate scanning / real time alerting
		  o Full suite of LPR tools including video tool set

(2)	CAM-MOUNT-FLAT-ASSY-SET	**Universal LPR Camera Mounting Bracket** • RAM Ball Mount with Flat Base • Mounted directly to vehicle surface o Requires drilling • Includes Locking Plate, Thumb Screw and Locking Screw • One per camera
(1)	VSBSCSVC-01	**Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments** • Managed/hosted server account services by Vigilant o Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for up to 14 total camera units registered • Requires new/existing Enterprise Service Agreement (ESA)
(1)	SSU-SYS-COM	**Vigilant System Start Up & Commissioning of 'In Field' LPR system** • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Includes CDM/CDF Training • Applies to mobile (1 System) and fixed (1 Camera) LPR systems

(1)	VS-TRVL-01	**Vigilant Travel via Client Site Visit** • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services	
(1)	VS-SHP-01	**Vigilant Shipping Charges - Mobile** • Applies to each Mobile LPR System • Shipping Method is FOB Shipping	
Subtotal Price (Excludes sales tax)			**$14,025.00**

Additional Options

Qty	Item #	Description	
(1)	CDMS24HWW	**2-Camera Mobile LPR System - Extended Hardware Warranty - 4 Additional Years** • Full mobile LPR hardware component replacement warranty • Applies to 2-Camera hardware system kit • Valid for 4 years from standard warranty expiration	
Subtotal Price (Excludes sales tax)			**$4,200.00**

Quote Notes:

1. This Quote will expire in 90 Days from the date of the Quote.
2. No installation and/or service included in this proposal unless explicitly stated above.
3. MSI's Master Customer Agreement: https://www.motorolasolutions.com/en_us/about/legal.html (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty

Quoted by: Chris Morgan - Regional Sales Manager - 512-755-9006 - chris.morgan@motorolasolutions.com

Total Price	**$18,225.00**	(Excludes sales tax) (Including All Adds)

AGENDA ITEM #20

BA - truck

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin

FROM: Charlie Sosa Purchasing Manager

DATE: October 27, 2023

SUBJECT: Purchase of New PPV Truck F-150 Responder for Police Department

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Summary:

This item authorizes the City Manager to approve the purchase of a new PPV Truck F-150 Responder and outfitting with Silsbee Ford of Silsbee, Texas, through TIPS Purchasing Cooperative Contract # 210907 for the City of Kingsville Police Department.

Background:

The new PPV F-150 Responder Truck will be purchased through a Stonegarden Grant and with Chapter 59 Forfeiture Funds. TIPS is a member of the Purchasing Cooperative which meets Local Government Code Chapter 271 Subchapter F that allows for the use of a cooperative purchasing program. Specifically, 271.102 (c), states, "A local government that purchases goods 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.

Financial Impact:

Funds are available through GL Fund 016-5-2100-71119 in the amount of $65,452.00 with a Budget Amendment, and the remaining amount of $29,119.15 is available through GL Fund 005-5-2100-71100. The amount of the new police vehicle will be $94,571.15.

Recommendation:

It is recommended the City Manager be authorized to approve the purchase of the new PPV Truck F-150 Responder with Silsbee Ford of Silsbee, Texas, Texas, through TIPS Purchasing Cooperative Contract # 210907 for the City of Kingsville Police Department, as per staff recommendation.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR A STONEGARDEN GRANT AWARDED POLICE VEHICLE PURCHASE.

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 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#13

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 005-PD Seizure Fund					
Expenditures - 5					
2100	Police	Vehicle	71100	$28,639.87	
Fund 016 – PD Stonegarden					
Expenditures – 5					
2100	Police	Vehicle	71116	$65,452.00	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for a Stonegarden grant awarded police vehicle purchase. Funding for the vehicle will come from the Stonegarden Grant Fund 016 and the outfitting will come from the unappropriated fund balance of the PD Seizure Fund 005.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of November 2023.

PASSED AND APPROVED on this the 27th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #21

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: October 28, 2023

SUBJECT: Purchase of 2023 HAMM DOUBLE DRUM STEEL WHEEL ROLLER

Summary:
This item authorizes the purchase of a new 2023 HAMM Double Drum Steel Wheel Roller from Nueces Power Equipment, though BuyBoard Purchasing Cooperative Contract #0685-22 for the City of Kingsville Street Department.

Background:
The existing wheeled compactor is approximately 11+ years old and is undersized for the street department's application for streets. The new double drum wheeled roller is a major component to the street department's daily operation. The purchase of a new double drum steel wheel roller will increase productivity for the street department. BuyBoard is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.

Financial Impact:
Funds are available through 151-5-3050-71200, CO 2023-A, of which $135,993.49 are available this fiscal year.

Recommendation:
It is recommended the City Purchase the New 2023HAMM Double Drum Steel Wheel Loader from Nueces Power Equipment, though BuyBoard Contract #0685-22.

NPE

NUECES POWER EQUIPMENT

CORPUS CHRISTI, TX
(361) 289-0066

EL PASO, TX (915) 541-0066 | LAREDO, TX (956) 725-0066 | VICTORIA, TX (361) 576-0066 | SAN BENITO, TX (956) 361-0066 | HOUSTON, TX (713) 247-0066 | SAN ANTONIO, TX (210) 310-0066

PURCHASE CONTRACT

CUSTOMER

NAME: CITY OF KINGSVILLE
ADDRESS: PO BOX 1458
CITY, STATE, ZIP: KINGSVILLE, TX 78363
C/O: CHARLIE SOSA
PHONE: (361) 455-7746

DATE: October 26, 2023

NPE
P.O. BOX 4789
CORPUS CHRISTI, TEXAS 78469-4789

QTY	NEW USED	MODEL	SERIAL NUMBER	STOCK NO.	DESCRIPTION	CASH PRICE
1	NEW	HD70VV	H186.1106	C18523	2023 HAMM HD70VV DOUBLE DRUM ROLLER	127,077.06
					FULL MANUFACTURER WARRANTY	
					OPEN ROPS	
					66" DRUMS	
					FACTORY FREIGHT	4,500.00
					DELIVERY TO CUSTOMER	1,500.00
					PDI	2,700.00

TRADE-IN EQUIPMENT

MAKE, MODEL, AND DESCRIPTION	HOURS	SERIAL NO.	ALLOWANCE
			$
			$
			$
Gross Trade-In Allowance			$ -
Less: Amount Owed To:			$
Net Trade-In Allowance			$ -

Sub Total	
Other Charges	
Total Cash Price	135,777.06
Trade-In Allowance	-
Total Cash Price After Trade-In	135,777.06
Sales Tax	
State Fuel Surcharge	
Heavy Inventory Tax	216.43
Cash on Delivery	
Balance Due	⇨ 135,993.49

DISCLAIMER OF WARRANTIES

Any Warranties on the products sold hereby are those made by the Manufacturer. The Seller, Nueces Power Equipment, hereby expressly disclaims all warranties, either expressed or implied, including any implied Warranty of Merchantability or fitness for a particular purpose, and Nueces Power Equipment neither assumes nor authorizes any other person to assume to any liability connection with the sale of said product. All factory authorized warranty repairs are to be performed at NPE's service center. Travel time and/or hauling are at buyer's expense.

BALANCE DUE UPON DELIVERY

BUYER AGREES TO ALL TERMS AND CONDITIONS OF THE SALE SET FORTH ON THIS PAGE

BUYER'S SIGNATURE

#240294
CUSTOMER P.O. #

SELLER'S NAME

SELLER'S SIGNATURE

This quote is valid for 30 days from the specified date. All units are subject to prior sale.

AGENDA ITEM #22

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: October 28, 2023

SUBJECT: Purchase of 2023 John Deer 210P Excavator

Summary:
This item authorizes the purchase of a 2023 John Deer 210P Excavator from Doggett Heavy Machinery Service LLC., though Sourcewell Purchasing Cooperative Contract #032119-JDC for the City of Kingsville Landfill Sanitation Department.

Background:
The existing dozer is approximately 15+ years old and has been sent in for repairs frequently. The Landfill Department excavator is a major component to the landfill daily operation. Frequent repair has caused the Landfill Department to fall behind on getting garbage covered, thus increasing maintenance and operation expenses. The purchase of the new excavator will increase productivity and decrease operation expenses. Sourcewell 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.

Financial Impact:
Funds are available through 151-5-1702-71200 on CO 2023-A, of which $238,964.20 are available this fiscal year.

Recommendation:
It is recommended the City Purchase the 2023 John Deer 210P Excavator from Doggett Heavy Machinery Service LLC., though Sourcewell Purchasing Cooperative Contract #032119-JDC.

SALES QUOTATION

DOGGETT

Salesperson: Drew Schuelke
Cell: 361-212-1280
E-mail: Drew.schuelke@doggett.com

134 North Padre Island Dr
Corpus Christi, TX, 78406

Customer:	City of Kingsville	**Make:**	John Deere
Contact:		**Model:**	210P
Phone:		**Stock #:**	Factory Order
PO#		**Serial #:**	Factory Order
Date:	10/27/2023	**Expires:**	11/27/23

Year: 2023 **Excavator** **Hours: 3**

Quantity	Code	Description	Retail Price
		Build Codes Attached	$322,565.00
		Price increase after 11/27/23	
		Sourcewell Discount 32%	$103,220.80
		Sourcewell Contract 032119-JDC	
		Freight	$9,750.00
		Factory Check in (PDI)	$4,970.00
		Extended Warranty 36 months 3000Hrs Full Machine	$4,900.00

AGENDA ITEM #23

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: October 28, 2023

SUBJECT: Purchase of 2024 John Deere 950K Waste Handler Dozer

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Summary:
This item authorizes the purchase of a 2024 John Deere 950K Waste Handler Dozer from Doggett Heavy Machinery Service LLC., though Sourcewell Purchasing Cooperative Contract #011723-JDC for the City of Kingsville Landfill Sanitation Department.

Background:
The existing dozer is approximately 8+ years old with 11,000 + hours and has been sent in for repairs frequently and needs an engine rebuilt. The Landfill Department dozer is a major component to the landfill daily operation. Frequent repair has caused the Landfill Department to use rental equipment to compact trash, thus increasing maintenance and operation expenses. The purchase of the new dozer will increase productivity and decrease operation expenses. Sourcewell 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.

Financial Impact:
Funds are available through 151-5-1702-71200 on CO 2023-A, of which $716,556.78 are available this fiscal year.

Recommendation:
It is recommended the City Purchase the 2024 John Deere 950K Waste Handler Dozer from Doggett Heavy Machinery Service LLC., though Sourcewell Purchasing Cooperative Contract #011723-JDC.

SALES QUOTATION

DOGGETT

Salesperson: Drew Schuelke
Cell: 361-212-1280
E-mail: Drew.schuelke@doggett.com

134 North Padre Island Dr
Corpus Christi, TX, 78406

Customer:	City of Kingsville	**Make:**	John Deere
Contact:		**Model:**	950K
Phone:		**Stock #:**	Factory Order
PO#		**Serial #:**	Factory Order
Date:	10/25/2023	**Expires:**	

Year: 2024 **Waste Handler Dozer** **Hours: 0**

Quantity	Code	Description	Retail Price
		Build Codes Attached	$963,734.00
		*ETA if ordered today is January 2024	
		Sourcewell Discount 33%	$318,032.22
		Sourcewell Contract t #011723-JDC	
		Freight	$16,890.00
		PDI Factory Check In	$8,450.00
		36 month/3000hr Full Machine Warranty	$10,215.00
		4000Hr Periodic Maintenance Agreement	$34,500.00
		Striker Bar Install	$800.00
			-
			$ -
		0 hour	$0.00

TRADE #1	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:			
TRADE #2	YEAR: MAKE: MODEL: DESCRIPTION: SERIAL: HOURS:			
WARRANTY	TYPE	MONTHS	HOURS	
	Full	36	3000	
Preventive Maintenance				
PM	MONTHS	HOURS		
		0		

Machine Sale Price	**$716,556.78**
Rental Interest	$0.00
Down Payment	$0.00
TRADE IN + PAYOFF (if applicable)	$0.00
DOC FEES (Non-JD Lender)	$0.00
SUB TOTAL	$716,556.78
DOCUMENT FEES (JDF ONLY)	$0.00
TOTAL Without Tax	**$716,556.78**
Applicable Tax/Insurance	**$0.00**
Total	**$716,556.78**

AGENDA ITEM #24

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: November 6, 2023

SUBJECT: Kleberg Avenue Concrete Resurfacing Project

Summary:

This item authorizes the City to award and approve a contract with Andale Construction from Vally Center, Kansas 67147, for the resurfacing of Kleberg Avenue from 6th Street to 8th Street curb to curb and 8th Street from Kleberg Avenue to King Avenue.

Background:

City staff has been directed by the City Commission to search for an economical solution for the resurfacing of concrete streets, especially the downtown area on Kleberg Avenue. During the 2023 Texas Municipal League Conference staff visited Oxcon Systems Concrete Surfacer and demonstrated the resurfacing process. Staff visited the construction site currently under construction in Dallas. The process includes cleaning the surface to remove all oil, asphalt and debris, all cracks on concrete are filled with a slurry, then a fiberglass mesh is matted over each crack, then a ¼" thick slurry is placed over the entire area to be resurfaced. The outcome of the product resembles a newly resurfaced street offering an environmentally friendly, longevity and strength to the existing concrete pavement, that can have traffic flowing the following workday. Please see attached proposal and map. Oxcon Systems Concrete Surfacer is a Sole Source Company offering a resurfacing material that is not available through any other manufacture. Therefore, competitive bidding statutes have been met. After numerous meetings and negotiations with the Oxcon Systems Concrete Surfacer, City staff negotiated the best value for the City with the vendor. City Commission awarded the project at a meeting on October 23, 2023.

Financial Impact:

Funding is available through a Budget Amendment for line item 092-5-3050-52100, which is the Fund 92 Street Fund. The total cost of services is $605,462.26. Currently, $978,250.00 exists in the line item.

Recommendation:

It is recommended that the City Commission: approve a contract with Andale Construction from Valley Center, Kansas 67147, for the resurfacing of Kleberg Avenue from 6th Street to 8th Street curb to curb and 8th Street from Kleberg Avenue to King Avenue.

RESOLUTION #2023-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SERVICES WITH ANDALE CONSTRUCTION, INC. FOR REPAIRS TO PART OF KLEBERG AVE. AND PART OF 8TH STREET; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") needs to repair part of Kleberg Ave. and part of 8th Street and has found a vendor, Andale Construction, Inc. ("Andale") who works with a specialized product to surface concrete streets; and

WHEREAS, on October 23, 2023, the City Commission declared Oxcon Systems the sole source product and Andale Construction the sole source installer of polymeric composite micro materials and awarded the repair of part of Kleberg Ave. and part of 8th Street, using funds from the Street Maintenance Fee; and

WHEREAS, the sole source finding complies with state purchasing law, a bid was awarded, and the parties have negotiated a contract for services;

WHEREAS, the City and Andale now bring the contract before City Commission for approval.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to execute a Contract for Services between the City of Kingsville, Texas and Andale Construction, Inc. for concrete surfacing repairs on parts of Kleberg Ave. and parts of 8th St. in accordance with Exhibit A hereto attached and made a part thereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 13th day of November, 2023.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

CONTRACT FOR SERVICES
CITY OF KINGSVILLE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KLEBERG §

THIS CONTRACT is made and entered into this date by and between the **CITY OF KINGSVILLE**, a Texas municipal corporation (hereinafter referred to as the "CITY"), and **ANDALE CONSTRUCTION, INC.** (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide installation of OxCon resurfacing material on the CITY OF KINGSVILLE streets, VENDOR'S response sole source quote on file, submitted by correspondence, on proposal dated 10/12/2023, Kleberg Ave., Kingsville, Texas.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.

B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in VENDOR'S sole source quote to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of services to be furnished to the City is an estimate and that the City may order more or less depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of the contract.

C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable in the submittal for the purchase of services designated herein and in no event shall total payments under the base contract exceed $605,462.26 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 days of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for a term of four months. This Contract is effective as of 10/23/2023 and shall terminate on 02/29/2024, unless otherwise terminated as provided in Paragraph XV herein. The parties shall evidence the renewal in writing, with any additional terms set out in the said writing.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Kingsville prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any

business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Public Works Director or their designee, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY'S City Commission, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR's associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMINITY

VENDOR warrants that services it performs for CITY will be done in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, CONTRACTOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be $1,000,000.00 per occurrence/ $2,000,000 aggregate for general liability and for property damage, and $1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by CONTRACTOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and CONTRACTOR shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but it is not limited to, a reduction in coverage below the amounts required under this agreement.

CONTRACTOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver or subrogation. CONTRACTOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performed in Kleberg County and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Kleberg County.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Kingsville, its rules, regulations, procedures, and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. ADDITIONAL VERIFICATIONS

VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government

Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

XX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XXI. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses show below, unless either party is otherwise notified in writing by the other party:

CITY:
City of Kingsville
ATTN: Mark McLaughlin, City Manager
400 W. King Ave.
Kingsville, TX 78363
Phone: 361-595-8002
Email: mmclaughlin@cityofkingsville.com

VENDOR:
Andale Construction, Inc.
ATTN: Caleb Fiske, Director
3170 N. Ohio, Wichita, KS, 67219
Phone: 505-716-6851
Email: caleb@andaleconstruction.com

XXII. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXIII. RIGHT OF REVIEW

VENDOR covenants and agrees that they CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

XXIV. WAIVER OF ATTORNEY FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the _____day of _____, _____.

CITY OF KINGSVILLE, TX

By: _____
Mark McLaughlin
City Manager

ATTEST:

_____
Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez
City Attorney

ANDALE CONSTRUCTION, INC.

By: _____

Name: _____

Title: _____

OXCON SYSTEMS CONCRETE SURFACER



Kingsville, Texas
Total Project Size: 71,838 SF
Proposal



Summary:

The highest return on investment (ROI) is achieved by installing OXCON'S Concrete Surfacing Products.

Performance is calculated to be two to three times longer compared to using standard methods of tear out and replace of concrete.

Beyond the cost benefits OXCON provides, residents experience less community intrusion as road closures are needed much less frequently.

Performance History of Surface Treatments:

The single biggest items to focus on when planning using a concrete overlay is:

- What will provide the maximum extension of pavement life per every dollar spent?
- Validating a product's performance beyond pictures. Assesing a treatment's performance history over time is paramount.

ANDALE CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

OXCON SYSTEMS CONCRETE SURFACER

WHAT IS OXCON'S CONCRETE RESURFACER?

A proven system that can improve and protect your bridges, roads, parking garages, driveways, and damaged slabs. Designed to deliver long-lasting solutions for aging substrates. Our Concrete Resurfacer is a PCMO (Polymer Composite Micro Overlay) based material specifically designed to fix deterioration such as spalling, scaling, and disintegration. In addition, our product provides a new durable and wear-resistant surface. Fast installation with over 20 years in case studies ensure this is a proven and effective product to add to your toolbox.

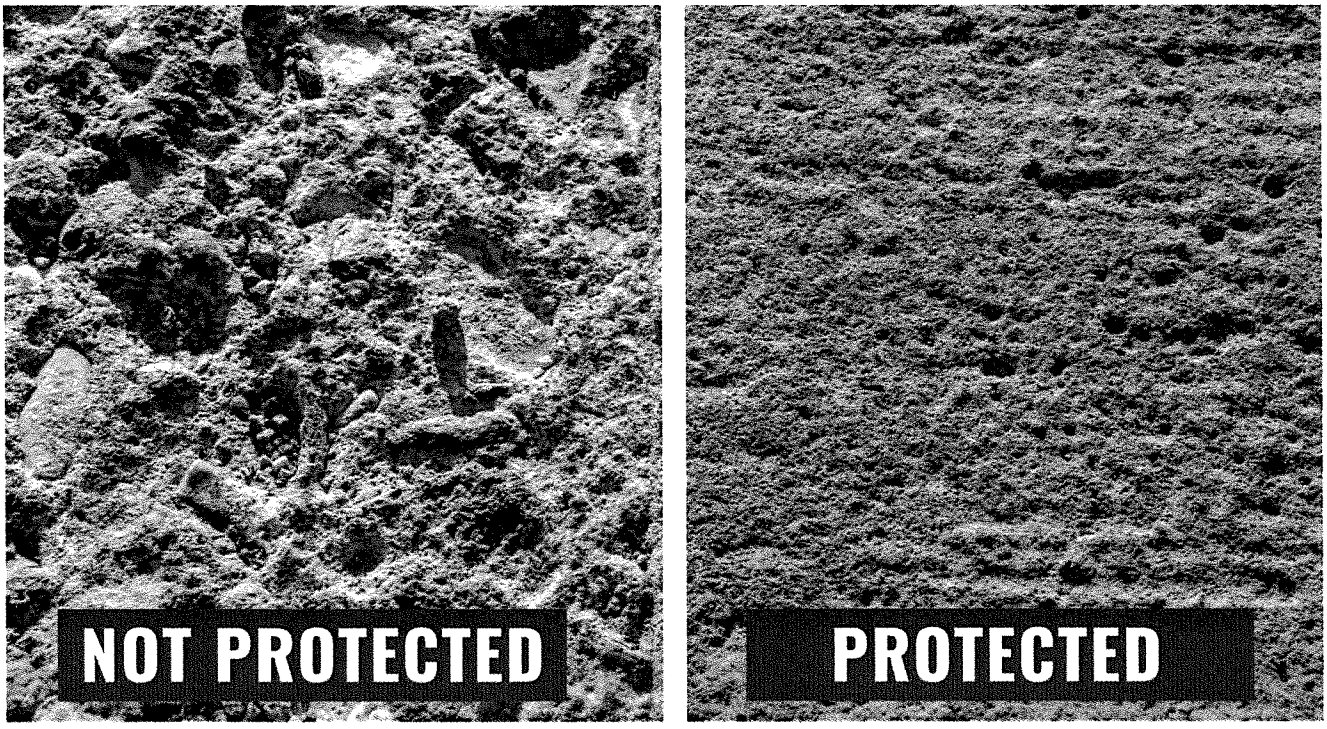
WHAT DOES THIS SYSTEM OFFER?

In today's environment, how do we add value, longevity, and strength to a project while reducing construction costs, schedule, and maintenance expenses for the customer? The answer is simple... by adding the engineering benefits with the use of our concrete resurfacer. Unlike traditional methods, we do not require lengthy and costly demolition of your surfaces.

When comparing other treatment options, engineers noted the following benefits of our concrete resurfacer

- Least expensive annualized cost
- Effectively seals existing pavement from further deterioration and degradation
- Long life expectancy compared to other surface treatments
- Adds an additional wearing surface
- Freeze thaw and chemical resistant
- Environmentally friendly

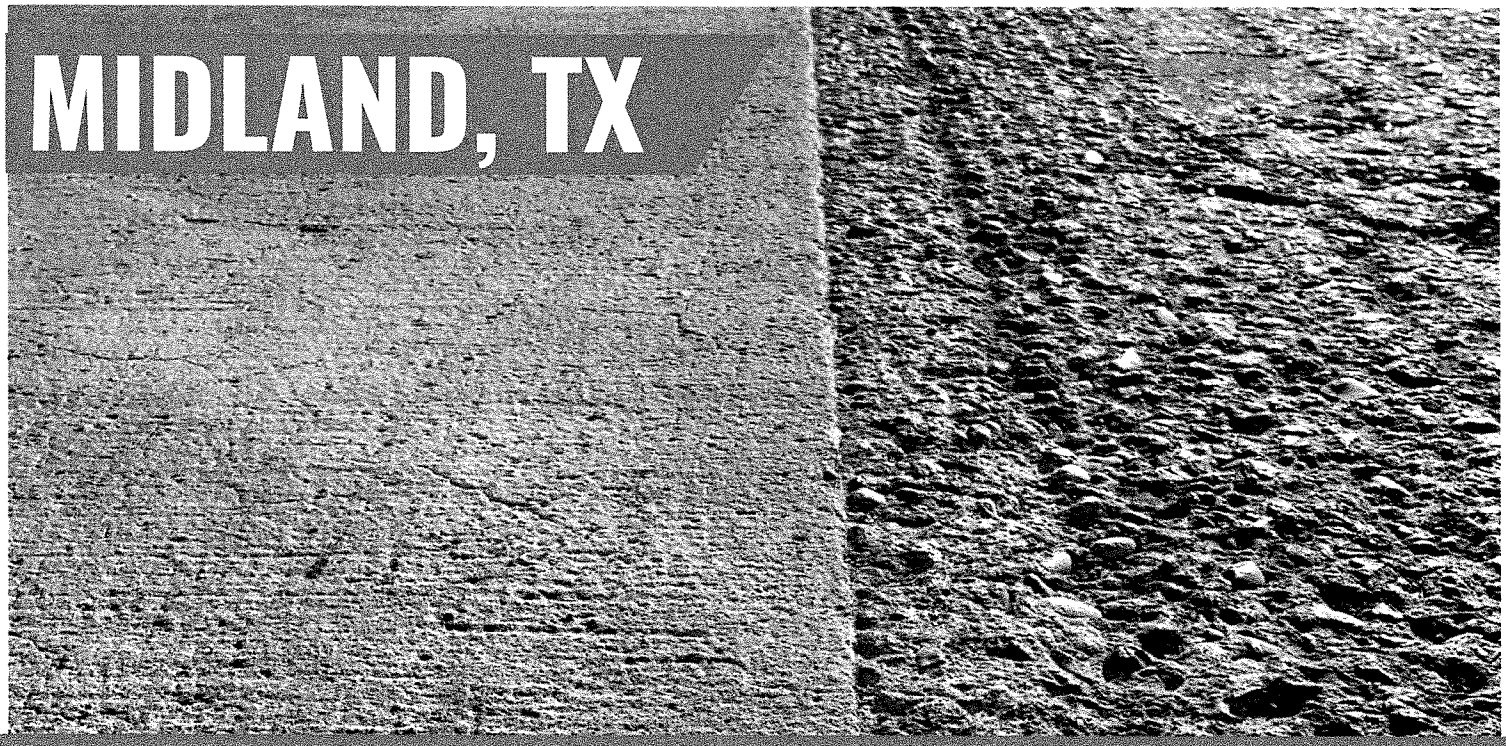
8 YEAR INSTALLATION ON SAME BRIDGE DECK



For more information visit:
www.oxconsystems.com

OXCON SYSTEMS

CONCRETE SURFACER



AGE OF CONCRETE RESURFACER INSTALLATION: 8 YEARS

INTRODUCTION

We pride ourselves on delivering products of paramount quality. We set ourselves apart by continuing to use advanced construction methods which reduces the cost to the customer and increased durability.
We stand behind our final product and offer warranties unmatched in our industry! We have a well-rounded team that understands construction and how everyone on the job must work together as one to perform at a high level

ANDALE CONSTRUCTION

Founded in 1972

IS Networld™ contractor

Six-time Golden National Award Winner

Over 1500 Successful projects completed

Phone: (505) 716-6851

Website: andaleconstruction.com

For more information visit:
www.oxconsystems.com

OXCON SYSTEMS

7700 N. Hayes Dr. | Valley Center, KS 67147
Phone: (316) 832-0063 Fax: (316) 440-8810
www.andaleconstruction.com

Texas Office
193 Welco Ln. Jourdanton, TX
Phone: (505) 716-6851

PROPOSAL	Date:	10/12/2023	Estimate:	

Client	Project Description	Project Location
Kingsville, Texas	Apply PCMO	Kleberg Ave

P.O. Number	Terms	Advisor	Region	State License #
		Anthony Capul	TX	

Description	Quantity	U/M	Rate	Total
Polymeric Composite Micro Overlay: -- Install Oxcon resurfacing material per Oxcon systems specification	71,838	SF	$ 8.06	$ 579,014.28
Mobilization	1	LS		$ 17,649.24
Traffic Control	1	LS		$ 7,824.32
PPE & Safety Equipment	1	LS		$ 974.42
*Actual SF applied will be billed at the Unit Price Rate. This is not a Lump Sum Bid. *Pricing is based upon one mobilization for the project. *Projects that are broken up to be done over different time periods requiring multiple mobilizations would result in the project being priced based upon the tier of the square footage for each scheduled project. *Excessively dirty roads will require separate cleaning fees. *Crews will follow mandates regarding COVID-19 and all equipment/shuttles will be properly sanitized throughout the project. *Tax will be charged unless Exemption Certificate is provided.				
			Total	$605,462.26

PROPOSAL: Void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Andale Construction Inc. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply. Andale Construction Inc. is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval.

PAYMENT TERMS: Due Upon Completion (Completion by line item 'Progess Billing' and/or completion of project core) There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Andale Construction Inc. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.

CLIENT: As the Client I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to $750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice. I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fee's of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to $3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Certified Payroll unless stated otherwise.

INSURANCE: These insurance limits are listed by Andale Construction to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Andale Construction agrees to differing limits. Certificates available upon request.

GENERAL LIABILITY: $1m (inc.), $2m (agg.) **AUTO:** $1m **UMBRELLA:** $2m (inc.), $2m (agg.) **PERSONAL INJ:** $1m **WORKERS COMP:** $1m

GUARANTEE: .

Signature:_____ **Print Name:**_____ **Date:**_____ **Andale Construction Inc.**_____


Kingsville, TX
71,838 SF
Legend
8th St
Kleberg Ave
7th St
King Ave
Google Earth
Image © 2023 Airbus
300 ft
N

AGENDA ITEM #25

City of Kingsville
Police Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Bradley Lile, Interim Chief of Police

DATE: October 23, 2023

SUBJECT: 2024 Local Border Security Program (LBSP)

Summary:
The Kingsville Police Department was invited to participate in the 2024 Local Border Security Program (LBSP). The grant period is from 09/01/2023 to 08/31/2024. The Department recently received notice that it had been awarded grant funding in the amount of $78,000.00.

Background:
The Public Safety Office (PSO) is soliciting grant applications under the Local Border Security Program (LBSP) for projects that support Operation Border Star during state fiscal year 2024. Operation Border Star centers on the use of intelligence to increase the effectiveness of federal, state, and local law enforcement assets. The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques
for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.

- Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Protection (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.
- Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
- Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- Increase intelligence-based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.
- Aid in the humane retrieval and processing of the remains of undocumented migrants.

Financial Impact:
The grant for "Operation Border Star" is a reimbursement type but does not require any cash match. We are requesting funds to cover personnel costs, fuel, and equipment. As the grant has been awarded, a budget amendment is needed to reflect the award.

Recommendation:
We would request a budget amendment for the awarded grant funds. Please place this on the next available agenda. Thank you for your assistance regarding this matter.

Statement of Grant Award (SOGA)

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

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

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

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

Grant Number:	2994109	**Award Amount:**	$78,000.00
Date Awarded:	9/26/2023	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2023 - 08/31/2024	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2024	**Grantee GPI:**	$0.00
Program Fund:	BL-Local Border Security Program (LBSP)	**Total Project Cost:**	$78,000.00
Grantee Name:	Kingsville, City of		
Project Title:	Local Border Security Program		
Grant Manager:	Lynne Crow		
Unique Entity Identifier (UEI):	MYHPJ4MJZCL4		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2024-BL-ST-0016
Total Federal Award/State Funds Appropriated:	$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO ACCEPT AND EXPEND GRANT FUNDING FROM BORDERSTAR FOR POLICE DEPARTMENT PERSONNEL COSTS, FUEL AND EQUIPMENT PURCHASES.

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 2023-2024 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 017 – Local Border Star					
Revenues -4					
2100	Police	State Grants	72010	$78,000.00	
Expenditures - 5					
2100	Police	Overtime	11201	$78,000.00	

[To amend the City of Kingsville FY 23-24 budget to accept and expend funding from Borderstar for Police Department Personnel Costs, Fuel and Equipment purchases. Funding will come from the grant funding.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of November 2023.

PASSED AND APPROVED on this the 27th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #26

InterLocal Agrmt w/ County - P25 Ph2

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Kyle Benson, Director of Information Technology

DATE: October 31, 2023

SUBJECT: P25 Phase 2 Radio System Upgrades

Summary:
This item authorizes approval of the upgrade of all radios and core radio infrastructure for the City of Kingsville Police and Fire Departments. This includes the installation of new radio equipment, dedicated server, and all associated licensing required to upgrade the current P25 Phase 1 system to Phase 2. This upgrade will allow interoperability across most surrounding counties as well as those located along the US 77/37 Corridor to Bexar County.

Background:
In early 2011 the initial P25 compliant radio equipment was purchased by KPD to address limitations discovered when working with other agencies as part of Operation Border Star and begin future-proofing the system in place at that time. With changes in technology and normal obsolescence a need for newer equipment arose and the existing 800MHz radio system was approved for purchase by City Commission in November 2016. At that time the stated objective was to modernize the radio system and allow for the P25 standard to be adopted across all City of Kingsville public safety operations to align with industry standards. In August 2017 Hurricane Harvey illustrated a need for greater communications interoperability across multiple agencies in our region. In the months following Hurricane Harvey the concept of a regional radio system was introduced and a plan developed for a regional partnership structured around the P25 standard. The goal of this partnership was for all agencies to reach Phase 2 compliance to allow for the most efficient use of available frequency and bandwidth. The City of Kingsville agreed to participate in this partnership and, with surrounding communities achieving Phase 2 compliance, is now able to fully recognize the benefits of the upgrade.

Vendor for the P25 Phase II Project is Dailey-Wells of San Antonio and the items are available through the HGAC Purchasing Cooperative (HGAC Contract # H-GAC RA05-21), thereby satisfying State purchasing law requirements.

City of Kingsville
Finance Department

Total cost of the upgrade is $249,408.45, which is to be equally split between the City and Kleberg County over three years through an Interlocal Agreement for that purpose. The 3 annual installments of $83,136.15 would be made as follows:
Year 1 (Dec. 2023)-City pays $83,136.15.
Year 2 (Oct. 2024)-City and County each pay half the $83,136.15, which is $41,568.084 each.
Year 3 (Oct. 2025)-County pays $83,136.15.

Financial Impact:
As noted above, the total cost of the upgrade is $249,408.45, which is to be equally split with Kleberg County. The City's payment for year one of $83,136.15 for this project is available through Fund 005, Chapter 59 funds.

Recommendation:
It is recommended the City Commission approve:
1) the MOU with Kleberg County for Phase II of the P25 Project,
2) authorization to purchase the equipment/services for the upgrade of the radio system to the P25 Phase 2 standard, and
3) the budget amendment to cover the City's payment of year one of the three-year payment plan for this project, which is due in December 2023.

RESOLUTION # 2023-___

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN KLEBERG COUNTY, TEXAS AND THE CITY OF KINGSVILLE, TEXAS FOR P25 PHASE II RADIO SYSTEM UPGRADE PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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, on November 1, 2023, the City Commission and County Commissioners Court met to discuss the P25 Phase II Radio System Upgrade Project and the County voted to approve the attached agreement for same; and

WHEREAS, the parties shared the expenses of Phase I of the P25 Radio System and now desire to do the same for Phase II; and

WHEREAS, the County and the City desire to see the continued operation of the P25 Radio System within Kleberg County for the benefit of both parties and their citizens; and

WHEREAS, the County and the City have tentatively agreed to evenly split the cost of the P25 Phase II Radio System Upgrade Project with each party paying as noted in the agreement.

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 Cooperation Agreement Between Kleberg County, Texas and the City of Kingsville, Texas for P25 Phase II Radio Upgrade Project as reflected in the attached document.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 13th day of November, 2023.

_____
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
P25 PHASE II RADIO SYSTEM UPGRADE 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 P25 Phase II Radio System Upgrade Project ("Project") for the Kingsville Police Department and the Kleberg County Sheriff's Department located in Kingsville, Texas 78363.

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 P25 Phase II Radio System Upgrade Project will provide for the multi-agency communications between local, state, and federal first responders to improve the health and safety of the residents of their jurisdictions.

WHEREAS, the County and the City agree to split evenly the total cost of the P25 Phase II Radio System Upgrade Project, which may include adjustments to payments based on what is actually upgraded at the County and City.

WHEREAS, the P25 Phase II Radio System Upgrade Project is a one-time upgrade of hardware, licensing and other support equipment under a purchase agreement between Dailey-Wells Communications and the City, that directly supports the County's ability to simultaneously utilize the P25 Phase II Radio System.

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 P25 Phase II Radio System Upgrade as described herein this Agreement. The total cost for the P25 Phase II Radio System Upgrade Project through the vendor, Dailey-Wells Communications (3440 E. Houston St., San Antonio, TX 78219) is $249,408.45, payable in three equal annual installments.

I. CITY'S CONTRIBUTION

The City is entering into a purchase agreement with Dailey-Wells Communications to upgrade the P25 Phase II Radio System to include software, licensing and VIDA core upgrades that support the City and County collectively. The City agrees to pay the first annual installment in its entirety, split the cost of the second installment, and the County paying the entirety of the third and final installment as stipulated below. The total cost of the P25 Phase II Radio System Upgrade Project is Two Hundred and Forty-Nine Thousand Four Hundred and Eight Dollars and Forty-Five Cents ($249,408.45). The three annual payments for the project will be divided over three years with the City making the first payment in an amount of $83,136.15 by December 12, 2023. The City and County will equally split the second payment with each party paying $41,568.08 by October 12, 2024. The County will make the third and final payment in an amount of $83,136.15 by October 12, 2025. If the proposed contracted upgrade costs differ from the quoted amount (see attachment), the County and City agree to make adjustments to payments to ensure an equitable cost share. In addition, the City agrees to maintain the Radio Shelter, A/C Unit, Radio Equipment, Network Equipment, Un-interupted Power Supply, Circuit to Core and Generator for support of the P25 Radio System. The City shall retain ownership and possession of all its hardware and radios upgraded to the P25 Phase II System and any additional costs for maintenance of City equipment outside the P25 Phase II Radio System Updgrade shall be born by the City.

II. COUNTY'S CONTRIBUTION

The County agrees to make no payment for the first installment in Fiscal Year 23-24 (payment will be paid by the City as described above). The County and City will equally split the second annual payment with each party paying $41,568.08 by October 12, 2024. The County will make the third and final annual payment in an amount of $83,136.15 by October 12, 2025. If the proposed contracted upgrade costs differ from the quoted amount (see attachments), the County and City agree to make adjustments to payments to ensure an equitable cost share. In addition, the County shall maintain ownership and maintenance of the Tower, Antennas, Amplifiers and Cabling, annual structural inspections of said equipment, and County owned radios upgraded to the P25 Phase II System. Any additional costs for maintenance of County equipment outside the P25 Phase II Radio System Updgrade shall be born by the County.

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 Project and final payment for 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 P25 Phase II Radio System Upgrade Project consists of the Dailey-Wells Communications Statement of Work (see attachment) and the Dailey-Wells Communications invoice of system upgrades unit items and costs (see attached).

IV. AUDIT

County and City, their auditors, or their designated representative(s) shall have the unrestricted right to audit with reasonable notice during normal working hours of the other entity 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 other entity regarding the Agreement. County and 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 other entity of any such records it requests to have copies of, the other entity shall submit a written request for such records to the entity maintaining the record 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 hand-delivered 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 availablility 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:

_____

Salvador "Sonny" Barrera
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

AGENDA ITEM #27

Authorize Increase
-P25 Ph 2

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Kyle Benson, Director of Information Technology

DATE: October 10, 2023

SUBJECT: P25 Phase 2 Radio System Upgrades

Summary:
This item authorizes approval of the upgrade of all radios and core radio infrastructure for the City of Kingsville Police and Fire Departments. This includes the installation of new radio equipment, dedicated server, and all associated licensing required to upgrade the current P25 Phase 1 system to Phase 2. This upgrade will allow interoperability across most surrounding counties as well as those located along the US 77/37 Corridor to Bexar County.

Background:
In early 2011 the initial P25 compliant radio equipment was purchased by KPD to address limitations discovered when working with other agencies as part of Operation Border Star and begin future-proofing the system in place at that time. With changes in technology and normal obsolescence a need for newer equipment arose and the existing 800MHz radio system was approved for purchase by City Commission in November 2016. At that time the stated objective was to modernize the radio system and allow for the P25 standard to be adopted across all City of Kingsville public safety operations to align with industry standards. In August 2017 Hurricane Harvey illustrated a need for greater communications interoperability across multiple agencies in our region. In the months following Hurricane Harvey the concept of a regional radio system was introduced and a plan developed for a regional partnership structured around the P25 standard. The goal of this partnership was for all agencies to reach Phase 2 compliance to allow for the most efficient use of available frequency and bandwidth. The City of Kingsville agreed to participate in this partnership and, with surrounding communities achieving Phase 2 compliance, is now able to fully recognize the benefits of the upgrade.

Vendor for the P25 Phase II Project is Dailey-Wells of San Antonio and the items are available through the HGAC Purchasing Cooperative (HGAC Contract # H-GAC RA05-21), thereby satisfying State purchasing law requirements.

City of Kingsville
Finance Department

Total cost of the upgrade is $249,408.45, which is to be equally split between the City and Kleberg County over three years through an Interlocal Agreement for that purpose. The 3 annual installments of $83,136.15 would be made as follows:
Year 1 (Dec. 2023)-City pays $83,136.15.
Year 2 (Oct. 2024)-City and County each pay half the $83,136.15, which is $41,568.084 each.
Year 3 (Oct. 2025)-County pays $83,136.15.

Financial Impact:
As noted above, the total cost of the upgrade is $249,408.45, which is to be equally split with Kleberg County. The City's payment for year one of $83,136.15 for this project is available through Fund 005, Chapter 59 funds.

Recommendation:
It is recommended the City Commission approve:
1) the MOU with Kleberg County for Phase II of the P25 Project,
2) authorization to purchase the equipment/services for the upgrade of the radio system to the P25 Phase 2 standard, and
3) the budget amendment to cover the City's payment of year one of the three-year payment plan for this project, which is due in December 2023.

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219

L3HARRIS
DAILEY-WELLS

To: Bradley Lile, Police Chief
For: City of Kingsville
Phone: 361-675-0677
Date: August 21, 2023
email bradley.lile@kingsvillepd.us

From: Edward Martinez
Major Accounts Representative
Dailey-Wells Communications
361-548-5660 Cell
210.893.6702 Fax
emartinez@dwcomm.com

HGAC ACCOUNT **H-GAC RA05-21**

System Upgrade, Symphony Console Upgrade

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	MASV-NSG9K	Feature,Software,P25 Phase 2	5	$9,500.00	26%	$ 7,030.00	$ 35,150.00
2	NS-SH1J	LICENSE,P25 SITE TALKPATH,CONNECT	5	$1,000.00	26%	$ 740.00	$ 3,700.00
3	NS-PNSW	SERVER, DELL R640, CONNECT	1	$ 24,000.00	5%	$ 22,800.00	$ 22,800.00
4	NS-SN5K	SERVICE,SYBASE LICENSE	2	$ 2,677.00	26%	$ 1,980.98	$ 3,961.96
5	NS-VM2L	SOFTWARE,CONNECT CORE,VM	1	$ 30,000.00	26%	$ 22,200.00	$ 22,200.00
6	NS-CA5G	CABINET,NSS,42 RU,120V	1	$ 6,450.00	5%	$ 6,127.50	$ 6,127.50
7	NS-ZM2F	POWER KIT,SR10A.4,VIDA CONNECT,110VAC	1	$ 45.00	5%	$ 42.75	$ 42.75
8	NS-DW1U	DRAWINGS,VIDA CONNECT/ESSENTIALS	1	$ 1.00	100%	$ -	$ -
9	VSVS02	VIDA Security, NSC	1	$ 1,095.57	5%	$ 1,040.79	$ 1,040.79
10	CM-027501-100102	License,Quest Authentication,Server	5	$ 455.00	5%	$ 432.25	$ 2,161.25
11	VS-CR2D	ROUTER,ISR,C1111-8P,APP	1	$ 3,250.00	5%	$ 3,087.50	$ 3,087.50
12	VS-MN3X	KIT, C1111 ROUTER SITE MTG	1	$ 156.00	5%	$ 148.20	$ 148.20
13	MANM-NSG9C	License,Quad Mode Vocoder	1	$ 35.00	26%	$ 25.90	$ 25.90
14	NS-SH1F	LICENSE,CONSOLE,CONNECT	10	$ 1,000.00	26%	$ 740.00	$ 7,400.00
15	NS-SH1G	LICENSE,CONSOLE TALKPATH,CONNECT	60	$ 250.00	26%	$ 185.00	$ 11,100.00
16	NS-SH1H	LICENSE,P25 SITE,CONNECT	1	$ 10,000.00	26%	$ 7,400.00	$ 7,400.00
17	NS-SG2Y	LICENSE,VIDA CONNECT	1	$ 15,000.00	26%	$ 11,100.00	$ 11,100.00
18	NS-SH1D	LICENSE,P25 APPLICATION,CONNECT	1	$ 10,000.00	26%	$ 7,400.00	$ 7,400.00
19	UD-SW1N	SW,SYMPHONY PC APP	5	$200.00	26%	$ 148.00	$ 740.00
20	14031-0004-11	WIN 10, 64BIT, LTSB	7	$195.00	26%	$ 144.30	$ 1,010.10
21	DWC-LABOR	DWC-LABOR	1	$40,000.00	0%	$ 40,000.00	$ 40,000.00
						Extended Total	$ 186,595.95

Radio Feature Upgrades

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XL-PL4F	FEATURE, P25 PHASE 2, TDMA	750	$250.00	66.50%	$ 83.75	$ 62,812.50
						Sub Total	$ 62,812.50
						Extended Total	$ 249,408.45

Note: does not include labor for feature installation
P.O

Bill to: City of Kingsville
PO Box 1458
Kingsville, TX 78364

Ship to: Kingsville Police Department
1700 E King
Kingsville, TX 78363

Terms: Net 30 Days
Shipping: Pre-Pay and add to the invoice.
Price valid until November 30, 2023

Payment Schedule for Three Payments		
Payment 1	$83,136.15	December 12, 2023
Payment 2	$83,136.15	October 12, 2024
Payment 3	$83,136.15	October 12, 2025

AGENDA ITEM #28

Budget Am-
P25 Ph 2

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Kyle Benson, Director of Information Technology

DATE: October 31, 2023

SUBJECT: P25 Phase 2 Radio System Upgrades

Summary:
This item authorizes approval of the upgrade of all radios and core radio infrastructure for the City of Kingsville Police and Fire Departments. This includes the installation of new radio equipment, dedicated server, and all associated licensing required to upgrade the current P25 Phase 1 system to Phase 2. This upgrade will allow interoperability across most surrounding counties as well as those located along the US 77/37 Corridor to Bexar County.

Background:
In early 2011 the initial P25 compliant radio equipment was purchased by KPD to address limitations discovered when working with other agencies as part of Operation Border Star and begin future-proofing the system in place at that time. With changes in technology and normal obsolescence a need for newer equipment arose and the existing 800MHz radio system was approved for purchase by City Commission in November 2016. At that time the stated objective was to modernize the radio system and allow for the P25 standard to be adopted across all City of Kingsville public safety operations to align with industry standards. In August 2017 Hurricane Harvey illustrated a need for greater communications interoperability across multiple agencies in our region. In the months following Hurricane Harvey the concept of a regional radio system was introduced and a plan developed for a regional partnership structured around the P25 standard. The goal of this partnership was for all agencies to reach Phase 2 compliance to allow for the most efficient use of available frequency and bandwidth. The City of Kingsville agreed to participate in this partnership and, with surrounding communities achieving Phase 2 compliance, is now able to fully recognize the benefits of the upgrade.

Vendor for the P25 Phase II Project is Dailey-Wells of San Antonio and the items are available through the HGAC Purchasing Cooperative (HGAC Contract # H-GAC RA05-21), thereby satisfying State purchasing law requirements.

City of Kingsville
Finance Department

Total cost of the upgrade is $249,408.45, which is to be equally split between the City and Kleberg County over three years through an Interlocal Agreement for that purpose. The 3 annual installments of $83,136.15 would be made as follows:
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Year 3 (Oct. 2025)-County pays $83,136.15.

Financial Impact:
As noted above, the total cost of the upgrade is $249,408.45, which is to be equally split with Kleberg County. The City's payment for year one of $83,136.15 for this project is available through Fund 005, Chapter 59 funds.

Recommendation:
It is recommended the City Commission approve:
1) the MOU with Kleberg County for Phase II of the P25 Project,
2) authorization to purchase the equipment/services for the upgrade of the radio system to the P25 Phase 2 standard, and
3) the budget amendment to cover the City's payment of year one of the three-year payment plan for this project, which is due in December 2023.

CITY OF Kingsville TEXAS

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219

L3HARRIS

DAILEY-WELLS

To: Bradley Lile, Police Chief
For: City of Kingsville
Phone: 361-675-0677
Date: August 21, 2023
email bradley.lile@kingsvillepd.us

HGAC ACCOUNT H-GAC RA05-21

From: Edward Martinez
Major Accounts Representative
Dailey-Wells Communications
361-548-5660 Cell
210.893.6702 Fax
emartinez@dwcomm.com

System Upgrade, Symphony Console Upgrade

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	MASV-NSG9K	Feature,Software,P25 Phase 2	5	$9,500.00	26%	$ 7,030.00	$ 35,150.00
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7	NS-ZM2F	POWER KIT,SR10A.4,VIDA CONNECT,110VAC	1	$ 45.00	5%	$ 42.75	$ 42.75
8	NS-DW1U	DRAWINGS,VIDA CONNECT/ESSENTIALS	1	$ 1.00	100%	$ -	$ -
9	VSVS02	VIDA Security, NSC	1	$ 1,095.57	5%	$ 1,040.79	$ 1,040.79
10	CM-027501-100102	License,Quest Authentication,Server	5	$ 455.00	5%	$ 432.25	$ 2,161.25
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12	VS-MN3X	KIT, C1111 ROUTER SITE MTG	1	$ 156.00	5%	$ 148.20	$ 148.20
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14	NS-SH1F	LICENSE,CONSOLE,CONNECT	10	$ 1,000.00	26%	$ 740.00	$ 7,400.00
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16	NS-SH1H	LICENSE,P25 SITE,CONNECT	1	$ 10,000.00	26%	$ 7,400.00	$ 7,400.00
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18	NS-SH1D	LICENSE,P25 APPLICATION,CONNECT	1	$ 10,000.00	26%	$ 7,400.00	$ 7,400.00
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21	DWC-LABOR	DWC-LABOR	1	$40,000.00	0%	$ 40,000.00	$ 40,000.00
						Extended Total	$ 186,595.95

Radio Feature Upgrades

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XL-PL4F	FEATURE, P25 PHASE 2, TDMA	750	$250.00	66.50%	$ 83.75	$ 62,812.50
						Sub Total	$ 62,812.50
						Extended Total	$ 249,408.45

Note: does not include labor for feature installation

P.O

Bill to: City of Kingsville
PO Box 1458
Kingsville, TX 78364

Ship to: Kingsville Police Department
1700 E King
Kingsville, TX 78363

Terms: Net 30 Days
Shipping: Pre-Pay and add to the invoice.
Price valid until November 30, 2023

Payment Schedule for Three Payments		
Payment 1	$83,136.15	December 12, 2023
Payment 2	$83,136.15	October 12, 2024
Payment 3	$83,136.15	October 12, 2025

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE POLICE DEPARTMENT P25 PHASE 2 RADIO SYSTEM UPGRADE.

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 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#04

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 005 – PD Seizure Fund					
Expenditures - 5					
2100	Police	Professional Services	31400	$83,136.15	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the Police Department P25 Phase 2 Radio System Upgrades. Funding will come from the unappropriated fund balance of the PD Seizure Fund 005.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of November, 2023.

PASSED AND APPROVED on this the 27th day of November, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #29

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: November 13, 2023

SUBJECT: Consider Approving Change Order No.1 for Bid 23-08 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218 Project 3 – 18" Wastewater Main Replacement to 3MGD Wastewater Treatment Plant

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Purpose:
Approving General Land Office Change Order No. 1 will reduce the scope of work for Project 3. This Change Order reduces the project scope by 800 linear feet, 1 manhole, and adds 1 day to the contract time. City Change Order No. 1A includes additive alternate bid items for replacing fences and a flagpole but were not included in the construction contract. Change Order No. 1A items are not eligible construction items covered by the GLO Funds and will be paid for by other City Funds. The project will be completed in 120 calendar days.

Summary:
GLO Change Order No. 1

Item	Description	Unit	Quantity	Unit Cost	Total
A3	SWPP (Sediment Control Fence)	LF	-80	$3.62	($289.60)
A4	Remove 18" Sanitary Sewer Line	LF	-800	$24.18	($19,344.00)
A5	Remove Bollard / Guard Rail	EA	-3	$244.27	($732.81.00)
A6	Remove Existing Sanitary Sewer Manholes	Ea	-2	$1,094.32	($2,188.64)
A13	Trench Excavation	LF	-800	$2.80	($2,240.00)
A14	Trench Safety	LF	-800	$6.98	($5,584.00)
A15	24" Dia. Sanitary Sewer Line PVC SDR-26	LF	-800	$244.00	($195,200.00)
A16	6' Dia. Fiberglass Sanitary Sewer Manhole	EA	-1	$27,421.58	($27,421.58)
A17	6" Dia. Steel Bollards	EA	-4	$934.96	($3,739.84)

GLO Change Order No. 1 Total **($256,740.47)**

City of Kingsville
Engineering Dept.

City Change Order No. 1A

Item	Description	Unit	Quantity	Unit Cost	Total
A24	Replace Brick Fence Columns	EA	+10	$1,881.60	$18,816.00
A25	Replace Flag Pole	EA	+1	$1,411.20	$1,411.20
A26	Replace Cable Fence	LF	+10	$235.20	$2,352.00
Change Order No. 1A Total					**+$22,579.20**

Background:
Sealed bids were received on August 15, 2023. This project was advertised in the local newspaper, Historically Underutilized Business (HUB), Minority and Women-Owned Business Enterprises (MWBE) and on the City's website. Bids were opened, read aloud and the apparent low bidder was identified. Three (3) bids were received which included Gerke Excavating Inc.; from Tomah, WI, Clark Pipeline Services LLC.; from Corpus Christi, TX., and Jhabores Construction Co. Inc.; from Corpus Christi, TX. The base bids ranged from $1,498,733.34 to $3,392,942.00 and additive alternate bids ranged from $15,595.00 to $22,579.20. Additive alternate bids were not awarded as part of this initial project. Gerke's bid was the lowest bid and there were some errors noted on the bids and of a minor clerical nature, such as a mistake in transcribing numbers, misplaced decimal, and/or typographical errors. The error added $11.70 to Gerke's base bid. Staff recommended accepting and enforcing the bid with the noted error as it would not cause substantial hardship to the bidder because the total bid price and terms are not materially affected. Commission awarded this bid on September 11, 2023.

Financial Impact:
The financial impact of GLO Change Order No. 1 would be to reduce the awarded amount for Project 3 of $1,498,733.34 by ($256,740.47) or 17.13% and allow funding for the other 6 pending projects that will be funded by Fund 113 Citywide Wastewater Collection System Improvements. City Change Order No. 1A would add $22,579.20 or 0.018% and be funded by 051-5-7001-55100 Sewer Line.

Recommendation:
Staff recommends approving Change Orders No.1 and 1A for CDBG-MIT GLO Contract No. 22-082-016-D218 – Project 3 – 18" Wastewater Main Replacement to 3MGD WWTP in the amounts CO1 ($256,740.47) and CO1A +$22,579.20.

Attachments:
GLO Change Order No. 1
City Change Order No. 1A

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient	City of Kingsville	GLO Contract Number:	22-082-016-D218	Date:	10/31/2023

Engineer Name Address & Phone	Subrecipient Name, Address, & Phone Number:	Contractor Name, Address & Phone Number:
International Consulting Engineers 261 Saratoga Blvd. Corpus Christi, TX 78417 361-826-5805	City of Kingsville 400 W. King Ave. Kingsville, TX 78363 361-595-8040	Gerke Excavating, Inc. 15341 State Highway 131 Tomah, Wisconsin 54660 608-372-4203

Project #:	3	Bid Package #:	1	Change Order #:	1
Contract Origination Date	9/25/2023	Project Description:	Sewer line replacement		

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
A3	SWPP (SEDIMENT CONTROL FENCE), -80 LF	289.6	
A4	REMOVE 18" DIAM. SANITARY SEWER LINE, -800 LF	19344	
A5	REMOVE BOLLARDS / GUARD RAIL, -3 EA	732.81	
A6	REMOVE EXISTING SANITARY SEWER MANHOLES, -2 EA	2188.64	
A13	TRENCH EXCAVATION, -800 LF	2240	
A14	TRENCH SAFETY, -800 LF	5584	
A15	24" DIAM. SANITARY SEWER LINE PVC SDR-26 (GREEN COLOR), -800 LF	195200	
A16	6' DIAM. CONCRETE SANITARY SEWER MANHOLE, -1 EA	27421.58	
A17	6" DIAM. STEEL BOLLARDS, -4 EA	3739.84	

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:	1498733.34
Cumulative Previous Change Order(s) Total:	0
Contract Price Prior to this Change Order:	1498733.34
Net Increase/Decrease of this Change Order:	-256740.47

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	120
Net Change from Previous Change Order(s) in Days:	0
Contract Time Prior to this Change Order in Days	120
Net Increase/Decrease of this Change Order in Days:	1

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	1241992.87	Contract Time with All Approved Change Orders in Days:	121
Cumulative Percent Change in Contract Price (+/-)	-17.13%	Subrecipient Contract End Date:	1/31/2025
Construction Contract Start Date:	10/12/2023	Construction Contract End Date:	2/9/2024

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

***This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requiremements**

Subrecipient Signature	Engineer Signature	Contractor Signature
	JUAN CARLOS CARDENAS, P.E. SENIOR ENGINEER	Scott Lucia Project Manager
Subrecipient Nam and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☑ No Change

If there is a change, how many beneficiaries will be affected Total ____ LMI ____

2. Effect of this change on the scope of work: ☐ Increase ☑ Decrease ☐ No Change

3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☑ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? ☑ Yes ☐ No

If "no", explain:

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☑ No

If "yes", is an environmental assessment required?

6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)?	☑ Yes	☐ No
7. Is the CCN permit still valid? (*sewer projects only*)	☑ Yes	☐ No
8. Are the disability access requirements/approval still valid (if applicable)?	☑ Yes	☐ No
9. Are other Disaster Recovery contractural special condition clearances still valid?	☑ Yes	☐ No

If "no", explain:

Disclaimer: *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

CHANGE ORDER NO. 1A

GLO SS PROJECT 3 (REMOVE AND REPLACE 18" LINE FROM E. CORRAL AVE. TO E. SANTA GERTRUDIS AVE.) SANITARY SEWER IMPROVEMENTS (CDBG-MIT GLO CONTRACT NO. 22-082-016-D218))

ADDITIVITE ALTERNATE AMOUNT

WORK ACTIVITIES	QUANTITIES	UNIT	UNIT PRICE	AMOUNT
Replace Brick Fence Columns	10	EA	$ 1,881.60	$ 18,816.00
Replace Flag Pole	1	EA	$ 1,411.20	$ 1,411.20
Replace Cable Fence	10	LF	$ 235.20	$ 2,352.00
			Total	$ 22,579.20

ORIGIONAL CONTRACT	$ 1,498,733.34
GLO NO. 1 (CHANGE ORDER)	$ (256,740.47)
CITY CHANGE ORDER NO. 1A	$ 22,579.20
REVISED CONTRACT AMOUNT	**$ 1,264,572.07**

Contractor's Authorization

Contractor's Signature _____ Date _____

Engineer's Recommendation

Engineer's Signature _____ Date _____

City Commission Approval

Mayor's Signature _____ Date _____

AGENDA ITEM #30

Budget Amend.
- GLO: Proj 3

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: November 13, 2023

SUBJECT: Consider Approving Change Order No.1 for Bid 23-08 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218 Project 3 – 18" Wastewater Main Replacement to 3MGD Wastewater Treatment Plant

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Purpose:
Approving General Land Office Change Order No. 1 will reduce the scope of work for Project 3. This Change Order reduces the project scope by 800 linear feet, 1 manhole, and adds 1 day to the contract time. City Change Order No. 1A includes additive alternate bid items for replacing fences and a flagpole but were not included in the construction contract. Change Order No. 1A items are not eligible construction items covered by the GLO Funds and will be paid for by other City Funds. The project will be completed in 120 calendar days.

Summary:
GLO Change Order No. 1

Item	Description	Unit	Quantity	Unit Cost	Total
A3	SWPP (Sediment Control Fence)	LF	-80	$3.62	($289.60)
A4	Remove 18" Sanitary Sewer Line	LF	-800	$24.18	($19,344.00)
A5	Remove Bollard / Guard Rail	EA	-3	$244.27	($732.81.00)
A6	Remove Existing Sanitary Sewer Manholes	Ea	-2	$1,094.32	($2,188.64)
A13	Trench Excavation	LF	-800	$2.80	($2,240.00)
A14	Trench Safety	LF	-800	$6.98	($5,584.00)
A15	24" Dia. Sanitary Sewer Line PVC SDR-26	LF	-800	$244.00	($195,200.00)
A16	6' Dia. Fiberglass Sanitary Sewer Manhole	EA	-1	$27,421.58	($27,421.58)
A17	6" Dia. Steel Bollards	EA	-4	$934.96	($3,739.84)
GLO Change Order No. 1 Total					**($256,740.47)**

CITY OF Kingsville TEXAS

City of Kingsville
Engineering Dept.

City Change Order No. 1A

Item	Description	Unit	Quantity	Unit Cost	Total
A24	Replace Brick Fence Columns	EA	+10	$1,881.60	$18,816.00
A25	Replace Flag Pole	EA	+1	$1,411.20	$1,411.20
A26	Replace Cable Fence	LF	+10	$235.20	$2,352.00
Change Order No. 1A Total					**+$22,579.20**

Background:
Sealed bids were received on August 15, 2023. This project was advertised in the local newspaper, Historically Underutilized Business (HUB), Minority and Women-Owned Business Enterprises (MWBE) and on the City's website. Bids were opened, read aloud and the apparent low bidder was identified. Three (3) bids were received which included Gerke Excavating Inc.; from Tomah, WI, Clark Pipeline Services LLC.; from Corpus Christi, TX., and Jhabores Construction Co. Inc.; from Corpus Christi, TX. The base bids ranged from $1,498,733.34 to $3,392,942.00 and additive alternate bids ranged from $15,595.00 to $22,579.20. Additive alternate bids were not awarded as part of this initial project. Gerke's bid was the lowest bid and there were some errors noted on the bids and of a minor clerical nature, such as a mistake in transcribing numbers, misplaced decimal, and/or typographical errors. The error added $11.70 to Gerke's base bid. Staff recommended accepting and enforcing the bid with the noted error as it would not cause substantial hardship to the bidder because the total bid price and terms are not materially affected. Commission awarded this bid on September 11, 2023.

Financial Impact:
The financial impact of GLO Change Order No. 1 would be to reduce the awarded amount for Project 3 of $1,498,733.34 by ($256,740.47) or 17.13% and allow funding for the other 6 pending projects that will be funded by Fund 113 Citywide Wastewater Collection System Improvements. City Change Order No. 1A would add $22,579.20 or 0.018% and be funded by 051-5-7001-55100 Sewer Line.

Recommendation:
Staff recommends approving Change Orders No.1 and 1A for CDBG-MIT GLO Contract No. 22-082-016-D218 – Project 3 – 18" Wastewater Main Replacement to 3MGD WWTP in the amounts CO1 ($256,740.47) and CO1A +$22,579.20.

Attachments:
GLO Change Order No. 1
City Change Order No. 1A

CITY OF Kingsville TEXAS

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: City of Kingsville | GLO Contract Number: 22-082-016-D218 | Date: 10/31/2023

Engineer Name Address & Phone	Subrecipient Name, Address, & Phone Number:	Contractor Name, Address & Phone Number:
International Consulting Engineers 261 Saratoga Blvd. Corpus Christi, TX 78417 361-826-5805	City of Kingsville 400 W. King Ave. Kingsville, TX 78363 361-595-8040	Gerke Excavating, Inc. 15341 State Highway 131 Tomah, Wisconsin 54660 608-372-4203

Project #: 3 | Bid Package #: 1 | Change Order #: 1

Contract Origination Date: 9/25/2023 | Project Description: Sewer line replacement

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
A3	SWPP (SEDIMENT CONTROL FENCE), -80 LF	289.6	
A4	REMOVE 18" DIAM. SANITARY SEWER LINE, -800 LF	19344	
A5	REMOVE BOLLARDS / GUARD RAIL, -3 EA	732.81	
A6	REMOVE EXISTING SANITARY SEWER MANHOLES, -2 EA	2188.64	
A13	TRENCH EXCAVATION, -800 LF	2240	
A14	TRENCH SAFETY, -800 LF	5584	
A15	24" DIAM. SANITARY SEWER LINE PVC SDR-26 (GREEN COLOR), -800 LF	195200	
A16	6' DIAM. CONCRETE SANITARY SEWER MANHOLE, -1 EA	27421.58	
A17	6" DIAM. STEEL BOLLARDS, -4 EA	3739.84	

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:	1498733.34
Cumulative Previous Change Order(s) Total:	0
Contract Price Prior to this Change Order:	1498733.34
Net Increase/Decrease of this Change Order:	-256740.47

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	120
Net Change from Previous Change Order(s) in Days:	0
Contract Time Prior to this Change Order in Days	120
Net Increase/Decrease of this Change Order in Days:	1

COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	1241992.87	Contract Time with All Approved Change Orders in Days:	121
Cumulative Percent Change in Contract Price (+/-)	-17.13%	Subrecipient Contract End Date:	1/31/2025
Construction Contract Start Date:	10/12/2023	Construction Contract End Date:	2/9/2024

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

***This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements**

Subrecipient Signature	Engineer Signature	Contractor Signature
	JUAN CARLOS CARDENAS, P.E. SENIOR ENGINEER	
Subrecipient Nam and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)
Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? ☐ Increase ☐ Decrease ☑ No Change

If there is a change, how many beneficiaries will be affected Total [ ] LMI [ ]

2. Effect of this change on the scope of work: ☐ Increase ☑ Decrease ☐ No Change

3. Effect on operation and maintenance costs: ☐ Increase ☐ Decrease ☑ No Change

4. Are all prices in the change order dependent upon unit prices found in the original bid? ☑ Yes ☐ No

If "no", explain:

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? ☐ Yes ☑ No

If "yes", is an environmental assessment required?

6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)?	☑ Yes	☐ No
7. Is the CCN permit still valid? (*sewer projects only*)	☑ Yes	☐ No
8. Are the disability access requirements/approval still valid (if applicable)?	☑ Yes	☐ No
9. Are other Disaster Recovery contractural special condition clearances still valid?	☑ Yes	☐ No

If "no", explain:

Disclaimer: *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

CHANGE ORDER NO. 1A

GLO SS PROJECT 3 (REMOVE AND REPLACE 18" LINE FROM E. CORRAL AVE. TO E. SANTA GERTRUDIS AVE.) SANITARY SEWER IMPROVEMENTS (CDBG-MIT GLO CONTRACT NO. 22-082-016-D218))

ADDITIVE ALTERNATE AMOUNT

WORK ACTIVITIES	QUANTITIES	UNIT	UNIT PRICE	AMOUNT
Replace Brick Fence Columns	10	EA	$ 1,881.60	$ 18,816.00
Replace Flag Pole	1	EA	$ 1,411.20	$ 1,411.20
Replace Cable Fence	10	LF	$ 235.20	$ 2,352.00
			Total	$ 22,579.20

ORIGINAL CONTRACT	$ 1,498,733.34
GLO NO. 1 (CHANGE ORDER)	$ (256,740.47)
CITY CHANGE ORDER NO. 1A	$ 22,579.20
REVISED CONTRACT AMOUNT	**$ 1,264,572.07**

Contractor's Authorization

Contractor's Signature — Date: 11/2/2023

Engineer's Recommendation

Engineer's Signature — Date

City Commission Approval

Mayor's Signature — Date

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR A CHANGE ORDER FOR THE WASTEWATER MAIN REPLACEMENT LINE (PROJECT #3) INCLUDED IN THE D218 GLO GRANT.

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 2023-2024 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 051 – Utility Fund					
Expenditures - 5					
7001	Wastewater	Sewer Line	55100	$22,579.20	
7001	Wastewater	Budget Amendment Res	86000		$22,579.20

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for a change order for the Wastewater main replacement line included in the D218 GLO grant. Funding will come from the Budget Amendment Reserve line item in Division 7001 of the Utility Fund 051.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of November 2023.

PASSED AND APPROVED on this the _27th___ day of _November____, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #31

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: November 13, 2023

SUBJECT: Consider Awarding Bid No. 24-01 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218 Project 4 – Alley Between E. Johnston Ave. and E. Fordyce Ave. Sanitary Sewer Improvements

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Purpose:
Awarding our second GLO CDBG-MIT 2016 Flood Mitigation Project 4 – Alley Between E. Johnston Ave. and E. Fordyce Ave. Sanitary Sewer Improvements. Project includes replacing 966 linear feet of existing 8" clay pipe with 8" PVC pipe, 2 manholes and other related appurtenances. The project will be completed in 180 calendar days.

Summary:
Sealed bids were received on October 24, 2023. This project was advertised in the local newspaper, Historically Underutilized Business (HUB), Minority- and Women-Owned Business Enterprises (MWBE) and on the City's website. Bids were opened, read aloud and the apparent low bidder was identified. Three (3) bids were received which included D&M Underground Construction; from Corpus Christi, Texas, Gerke Excavating Inc.; from Tomah, WI, and Mammoth Foundation Repair LLC; from Corpus Christi, TX. The base bids ranged from $176,564.18 to $230,757.02 and additive alternate bids ranged from $43,559.82 to $87,653.00. Additive alternate bids will not be awarded as part of this project until an environmental clearance and a contract amendment is approved by the General Land Office (GLO). Once GLO approves the additive alternate can be approved by a change order for $65,508.07 for a total project cost of $265,722.23.

D&M Underground Construction was the lowest bid but there were some mathematical errors noted on the bids, with some of a minor clerical nature, such as a mistake in transcribing numbers, misplaced decimal, and/or typographical errors. One base bid error reduced item A13 by $1,000.00, but the overall base bid was incorrectly totaled to be $165,960.18. The correct total was $176,564.18 for an increased difference of $10,604.00

to D&M Underground's base bid. The additive alternate bid was also incorrectly totaled to be $56,163.82. The correct total was $43,559.82 for a decreased difference of $12,604.00.

In addition to the mathematical errors previously noted in D&M Underground's bid:

- Certification of bidder Regarding Civil Rights Laws and Regulations form is missing the vendor name and address
- Contractor's Local Opportunity Plan is missing the 2nd page with signature, date, title
- Certification for business Concerns (Section 3) form is missing the City's name, GLO contract No. and date at the top
- Not specific to D&M packet: Same as with Project 3, we will need the bid packet cover page version that is signed and sealed by ICE

Staff recommends rejecting this lowest bid and awarding to Gerke Excavating which is an increased difference of $23,649.98. No errors were noted on the second lowest bid.

Background:
The General Land Office(GLO) Awarded $7,293,111.00 to the City of Kingsville for Citywide Wastewater Improvements on March 11, 2021. Texas Land Commissioner George P. Bush announced the Texas General Land Office approved $135,462,438 in flood mitigation projects to 21 grantees in the second round of grant funding for the GLO's $2.3 billion regional mitigation competitions.

"Texas continues to experience tremendous economic and population growth across our state, and the GLO is working with local leaders to protect our communities against natural disasters such as flooding," said Commissioner Bush. "The GLO was provided with historic funding to help communities fortify critical infrastructure in preparation for flooding events. This $135 million in vital mitigation funds awarded by the GLO will provide essential protection for residents, businesses, and local government infrastructure."

The GLO received a historic $4.3 billion allocation in Community Development Block Grant Mitigation (CDBG-MIT) funds from the U.S. Department of Housing and Urban Development (HUD) to mitigate against future damage from hurricanes, flooding, and other natural disasters in repetitively damaged areas. Within the $2.3 billion set aside for regional mitigation awards, $147,680,760 was allocated to the 2016 Floods State Mitigation Competition, with 50% going to the HUD- and state-designated Most Impacted and Distressed (MID) areas. HUD requires at least 50% of the total $4.3 billion must be spent on activities benefiting low- to moderate-income (LMI) populations. Of the 504,428

residents benefiting from the announced grants, 284,196 – or more than 56% – are low- to moderate-income.

For the 2016 Floods Competition, the GLO received 35 applications representing a total request of $244,674,464 for $147,680,760 in available funding. The grantees announced represent the highest scoring applications meeting program eligibility requirements based on the 2016 Floods State Mitigation Competition Applicant Scoring and Eligibility Competition Criteria and the CDBG-MIT Action Plan.

Financial Impact:

Project 4 will be funded by Fund 113 Citywide Wastewater Collection System Improvements in the amount of $200,214.16.

Recommendation:
Staff recommends awarding CDBG-MIT GLO Contract No. 22-082-016-D218 – Project 4 – Alley Between E. Johnston Ave. and E. Fordyce Ave. Sanitary Sewer Improvements in the amount $200,214.16.

Attachments:
Bid Memo
Bid Tabulation

BID TABULATION

City of Kingsville

Project Name: GLO SS Project 4 (Alley Between E. Johnston Ave. and E. Fordyce Ave.) Sanitary Sewer Improvments
CDBG-MIT GLO Contract No. 22-082-016-D218
Bid Number: 24-01
Date: October 24, 2023 at 2:00PM

				D&M Underground Const. P.O. Box 6007 Corpus Christi, TX 78466		Gerke Excavating Inc. 15341 State Hwy 131 Tomah, WI 54660		Mammoth Foundation Repair LLC 261 Saratoga Unit A Corpus Christi, TX 78417	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID: Insert name of Project here...									
A1	1	LS	Mobilization / Bonds / Insurance	$23,473.18	$23,473.18	$35,738.00	$35,738.00	$46,129.02	$46,129.02
A2	1	LS	Traffic Control	$8,375.00	$8,375.00	$4,725.00	$4,725.00	$10,000.00	$10,000.00
A3	200	LF	SWPP (Sediment Control Fence)	$5.00	$1,000.00	$3.10	$620.00	$40.00	$8,000.00
A4	48	LF	SWPP (Erosion Control Log)	$4.00	$192.00	$4.79	$229.92	$180.00	$8,640.00
A5	966	LF	Remove Existing 8" Sanitary Line	$31.00	$29,946.00	$15.05	$14,538.30	$25.00	$24,150.00
A6	16	SY	Remove Existing H.M.A.C. Pavement	$20.25	$324.00	$49.28	$788.48	$150.00	$2,400.00
A7	30	LF	Remove Existing Curb and Gutter	$15.00	$450.00	$56.67	$1,700.10	$60.00	$1,800.00
A8	970	LF	Trench Safety	$10.00	$9,700.00	$2.85	$2,764.50	$15.00	$14,550.00
A9	2	EA	4' Θ Fiberglass Sanitary Sewer Manhole	$8,500.00	$17,000.00	$4,951.00	$9,902.00	$18,900.00	$37,800.00
A10	967	LF	8" Θ Sanitary Sewer Line PVC DR-18 C900 (Non-Blue)	$82.00	$79,294.00	$123.00	$118,941.00	$64.00	$61,888.00
A11	1	EA	8" Θ PVC Tie-In connection to Existing Sanitary Sewer Manhole	$5,200.00	$5,200.00	$1,488.98	$1,488.98	$5,200.00	$5,200.00
A12	16	SY	H.M.A.C. Pavement Repair	$50.00	$800.00	$256.23	$4,099.68	$300.00	$4,800.00
A13	30	LF	6" Curb & Gutter Repair	$27.00	$810.00	$155.94	$4,678.20	$180.00	$5,400.00
TOTAL BASE BID					**$176,564.18**		**$200,214.16**		**$230,757.02**
ALTERNATE BID NO. 1: Insert Alternate Bid Items here for first & subsequent...									
B1	350	LF	SWPP (Sediment Control Fence)	$5.00	$1,750.00	$3.09	$1,081.50	$40.00	$14,000.00
B2	147	LF	Abandon, Cut, Plug and Fill Exist. 8"Θ SS Pipe with Flowable Fill	$44.56	$6,550.32	$147.77	$21,722.19	$65.00	$9,555.00
B3	22	SY	Remove Existing H.M.A.C. Pavement	$20.25	$445.50	$35.84	$788.48	$150.00	$3,300.00
B4	10	FL	Remove Existing Curb and Gutter	$15.00	$150.00	$57.50	$575.00	$60.00	$600.00
B5	178	FL	Trench Safety	$10.00	$1,780.00	$2.86	$509.08	$15.00	$2,670.00
B6	2	EA	4' Θ Fiberglass Sanitary Sewer Manhole	$8,500.00	$17,000.00	$6,465.83	$12,931.66	$18,900.00	$37,800.00
B7	177	LF	8"Θ Sanitary Sewer Line PVC CR-18 C900 (Non-Blue)	$82.00	$14,514.00	$119.24	$21,105.48	$64.00	$11,328.00
B8	22	SY	H.M.A.C. Pavement Repair	$50.00	$1,100.00	$167.79	$3,691.38	$300.00	$6,600.00
B9	10	LF	6" Curb & Gutter Repair	$27.00	$270.00	$310.33	$3,103.30	$180.00	$1,800.00
TOTAL ALTERNATE BID NO. 1					**$43,559.82**		**$65,508.07**		**$87,653.00**
TOTAL BASE BID + ALTERNATIVE BID NO. 1					**$220,124.00**		**$265,722.23**		**$318,410.02**

** DENOTES ERROR IN BID*

BID RESULTS RANKING - LOWEST TO HIGHEST:	1	2	3

November 2, 2023

Rutilio "Rudy" Mora, P.E., CFM
City Engineer
City of Kingsville
400 W. King Ave.
Kingsville, TX 78363

Re: **CDBG-MIT GLO Contract No. 22-082-016-D218 Project 4, (City of Kingsville Bid No. 24-01) – ICE award recommendation**

Dear Mr. Mora,

This memorandum is in reference to ICE's recommendation for award of the above-mentioned project which consists of the removal and installation of 970 LF of 8" PVC sanitary sewer line, including the installation two (2) 4'-diameter manholes and appurtenances associated with the installation (i.e., service connections, curb and gutter repairs, pavement repairs, traffic control, etc.).

The following is a Bid Summary for the above referenced project. Three (3) general contractors submitted bids to the City of Kingsville on 10/24/2023. Their information is attached herewith. The bidders' list with their total bid is given below:

City of Kingsville - GLO Project 4

Rank	Company	Base Bid	Additive Bid No. 1	Total 1
1	D&M Underground Construction Corp	$176,564.18	$43,559.82	$220,124.00
2	Gerke Excavating, Inc.	$200,214.16	$65,508.07	$265,722.23
3	Mammoth Foundation Repair LLC	$230,757.02	$87,653.00	$485,846.23

D&M Underground Construction Corp, submitted the lowest total bid of $220,124.00. However, several discrepancies were found in their bid packet. There was a mathematical error on their base bid on item A13 (6" curb and gutter). Their bid tab shows 30 LF at $27.00 which should equal $810.00, D&M shows $1,810.00. We believe that this error was clerical in nature. However, D&M shows their base bid at $165,960.18 (it should be $177,564.18 with the A13 mathematical error) and the additive alternate bid no. 1 at $55,163.82 (it should be $43,559.82). both bids have the exact same difference of $11,604.00. This does not change the total bid of $221,124.00 (with the mathematical error). We do not see why the difference amount was removed from the base bid and moved to the additive alternate bid.

The other discrepancies in the bid packet are:

A. The Certification of Bidder Regarding Civil Rights Laws and Regulations form is missing the Contractors name and address.
B. The Contractor's Local Opportunity Plan is missing the signature page which includes the signature and date of the Plan agreement.
C. The Certification for Business Concerns (Section 3) form is missing the City's name, GLO contract number and the date.

These discrepancies show an incomplete bid packet. It is ICE's opinion, that D&M Underground Construction Corp bid should be disqualified based on the mathematical errors and the incomplete packet.

Based on our review, the second lowest bid was determined to be Gerke Excavating Inc with the Total Construction Cost of **$265,722.23**. The Engineer's estimate is $211,714.00. This is 25% above the engineer's estimate which is considered reasonable. Furthermore, no errors or discrepancies was found in Gerke Excavation Inc. packet. Therefore, it is ICE's recommendation that Gerke Excavation Inc., be awarded this bid. It is the city's discretion to waive any informality or to reject any or all bids.

If you have any questions or need additional information, please contact me at (361) 826-5805 or charlie@icengineers.net

Sincerely,

Juan Carlos "Charlie" Cardenas, P.E.
Senior Engineer

AGENDA ITEM #32

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: November 13, 2023

SUBJECT: Consider Awarding Bid No. 23-09 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-082-016-D218 Project 2 – Manhole Rehabilitation Project

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Purpose:
Awarding our third GLO CDBG-MIT 2016 Flood Mitigation Project 2 – Manhole Rehabilitation Project - Sanitary Sewer Improvements. Project includes rehabilitation of 74 existing manholes, concrete collars, ring and covers, CIP liners and other related appurtenances. The project will be completed in 120 calendar days.

Summary:
Sealed bids were received on August 28, 2023. This project was advertised in the local newspaper, Historically Underutilized Business (HUB), Minority- and Women-Owned Business Enterprises (MWBE) and on the City's website. Bids were opened, read aloud and the apparent low bidder was identified. One (1) bid was received from Infrastructure Rehabilitation USA Inc, from Shreveport, Louisiana. The sole base bid received tabulated $473,306.40. Since there was only one bidder, GLO considers the bid as non-competitive and GrantWorks submitted on behalf of the city a request for consideration to accept the single bid and allow the city to award the project. GLO will need to approve this request prior to the 90 days of bid opening which is November 26, 2023. We are requesting the City Commission award the project to Infrastructure Rehabilitation USA Inc. contingent on GLO approving our request. The if is not approved by the deadline. The city will need to rebid the project and rescind the award.

Background:
The General Land Office (GLO) Awarded $7,293,111.00 to the City of Kingsville for Citywide Wastewater Improvements on March 11, 2021. Texas Land Commissioner George P. Bush announced the Texas General Land Office approved $135,462,438 in flood

mitigation projects to 21 grantees in the second round of grant funding for the GLO's $2.3 billion regional mitigation competitions.

"Texas continues to experience tremendous economic and population growth across our state, and the GLO is working with local leaders to protect our communities against natural disasters such as flooding," said Commissioner Bush. "The GLO was provided with historic funding to help communities fortify critical infrastructure in preparation for flooding events. This $135 million in vital mitigation funds awarded by the GLO will provide essential protection for residents, businesses, and local government infrastructure."

The GLO received a historic $4.3 billion allocation in Community Development Block Grant Mitigation (CDBG-MIT) funds from the U.S. Department of Housing and Urban Development (HUD) to mitigate against future damage from hurricanes, flooding, and other natural disasters in repetitively damaged areas. Within the $2.3 billion set aside for regional mitigation awards, $147,680,760 was allocated to the 2016 Floods State Mitigation Competition, with 50% going to the HUD- and state-designated Most Impacted and Distressed (MID) areas. HUD requires at least 50% of the total $4.3 billion must be spent on activities benefiting low- to moderate-income (LMI) populations. Of the 504,428 residents benefiting from the announced grants, 284,196 – or more than 56% – are low- to moderate-income.

For the 2016 Floods Competition, the GLO received 35 applications representing a total request of $244,674,464 for $147,680,760 in available funding. The grantees announced represent the highest scoring applications meeting program eligibility requirements based on the 2016 Floods State Mitigation Competition Applicant Scoring and Eligibility Competition Criteria and the CDBG-MIT Action Plan.

Financial Impact:

Project 2 will be funded by Fund 113 Citywide Wastewater Collection System Improvements in the amount of $473,306.40.

Recommendation:

Staff recommends awarding CDBG-MIT GLO Contract No. 22-082-016-D218 – Project 2 – Manhole Rehabilitation Project -Sanitary Sewer Improvements to Infrastructure Rehabilitation USA Inc, from Shreveport, Louisiana in the amount $473,306.406 contingent on GLO approving our request by November 26, 2023.

Attachments:

Bid Memo

CITY OF Kingsville TEXAS

September 13, 2023

Rutilio "Rudy" Mora, P.E., CFM
City Engineer
City of Kingsville
200 E King Street
Kingsville, TX 78363

Re: **CDBG-MIT GLO Contract No. 22-082-016-D218 Project 2, (City of Kingsville Bid No. 23-09) – ICE award recommendation**

Dear Mr. Mora,

This memorandum is in reference to ICE's recommendation for award of the above-mentioned project which consists of the rehabilitation of 74 manholes, including the installation of 74 flow inhibitors, 29 concrete collars, 22 ring and covers and the installation of 3,363.83 SF of Cured in Place liner.

The following is a Bid Summary for the above referenced project. One (1) general contractor submitted a bid to the City of Kingsville on 08/28/2023. Their information is attached herewith. The total bid is given below:

City of Kingsville - GLO Project 2

Rank	Company	Base Bid	Additive Bid No. 1	Additive Bid No. 2	Total
1	Infrastructure Rehabilitation USA LLC	$ 473,306.40			$ 473,306.40

Infrastructure Rehabilitation USA LLC, submitted the lowest (lone) bid for this project. Appropriate measures were conducted to maximize bidder outreach and ensure that the bid prices were competitive and accurate. Infrastructure Rehabilitation USA LLC, has met all the requirements of the specifications approved by the City of Kingsville and the General Land Office (GLO).
Therefore, ICE recommends **Infrastructure Rehabilitation USA LLC** to be considered for approval of award for the Base Bid of **$473,306.40** for this contract, contingent upon approval from the General Land Office (GLO) for a lone bidder. The City of Kingsville has the right to make the decision that is in the best interest of the City.
If you have any questions or need additional information, please contact me at (361) 826-5805 or charlie@icengineers.net

Sincerely,

Juan Carlos "Charlie" Cardenas, P.E.
Senior Engineer

AGENDA ITEM #33

Award Bid

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: November 13, 2023

SUBJECT: Consider Awarding RFP No. 24-03 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 for Archaeological Firm Services

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Purpose:
Awarding this Request for Proposal (RFP 24-03) will fulfill the request from the environmental review team for the General Land Office regarding Project 7.

Summary:
Request for Proposals were received on October 31, 2023. This project was advertised in the local newspaper, Historically Underutilized Business (HUB), Minority- and Women-Owned Business Enterprises (MWBE) which include the Council of Texas Archaeologists and on the City's website. Two (2) RFP's were received and evaluated. The City of Kingsville negotiated a contract with Johnson, Mirmiran and Thompson, Inc. for archaeologist services for S. 6th Street Storm Water Improvements for CDBG-MIT 22-085-009-D237.

The negotiated contract amount is $13,695.00.

Background:
Texas General Land Office (GLO) approved more than $46 million in flood mitigation projects to improve drainage infrastructure in Kleberg County and the City of Kingsville. These infrastructure projects will directly benefit thousands of residents in a majority low-to-moderate income (LMI) area that has faced repetitive storm damage in 2016 and in 2017 with Hurricane Harvey.

"Texas leads the nation in repetitive flooding that affects counties across our state," said Commissioner Bush. "This first round of mitigation funding represents a historic investment in protecting coastal communities, minimizing environmental impacts of severe storms, reducing obstacles to a fast and safe evacuation of hazard areas, preserving public and private emergency response capability, and minimizing disruption to utilities. These

large-scale drainage infrastructure improvements in Kleberg County will benefit residents – especially low-to moderate income families – for generations to come."

"For large portions of our county, the current drainage systems and infrastructure just aren't adequate to deal with heavier and heavier storm events," said Kleberg County Judge Rudy Madrid. "Unfortunately, this leaves Kleberg County and the City of Kingsville very vulnerable to natural disasters. This $46 million in funding from Commissioner George P. Bush and the GLO will be instrumental in upgrading our drainage systems to prevent flooding, and thereby help protect lives, safety, and property."

City of Kingsville: Citywide Drainage System Improvements - $36,311,929

LMI Percentage: 52.19%

The city of Kingsville Drainage Master Plan was amended in the year 2020 to include five additional sites, encompassing all areas of the city. Given the scope of the work needed, external funds are required to accomplish these activities. The project aims to increase community resiliency by reducing economic loss from flooding, protecting public investment in community-owned facilities, minimizing environmental impacts of hazards, reducing obstacles to a timely and safe evacuation of hazard areas, preserving public and private emergency response capability, and minimizing disruption to utilities.

Collectively, these drainage improvements will more efficiently move water from residential neighborhoods and businesses to outflows where it can discharge to Santa Gertrudis Creek and San Fernando Creek, and ultimately to Baffin Bay.

Financial Impact:

Archaeologists Services will be funded by Fund 122 General Land Office Hurricane Harvey Mitigation Grant in the amount of $13,695.00.

Recommendation:

Staff recommends awarding Archaeologist Services for CDBG-MIT GLO Contract No. 22-085-009-D237 to Johnson, Mirmiran and Thompson Inc. in the amount of $13,695.00.

Attachments:

Professional Services Contract
Resoution

AGENDA ITEM #34

R.SAM – for Agrmt.

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: November 13, 2023

SUBJECT: Consider Awarding RFP No. 24-03 for the General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) Contract No. 22-085-009-D237 for Archaeological Firm Services

---

Purpose:
Awarding this Request for Proposal (RFP 24-03) will fulfill the request from the environmental review team for the General Land Office regarding Project 7.

Summary:
Request for Proposals were received on October 31, 2023. This project was advertised in the local newspaper, Historically Underutilized Business (HUB), Minority- and Women-Owned Business Enterprises (MWBE) which include the Council of Texas Archaeologists and on the City's website. Two (2) RFP's were received and evaluated. The City of Kingsville negotiated a contract with Johnson, Mirmiran and Thompson, Inc. for archaeologist services for S. 6th Street Storm Water Improvements for CDBG-MIT 22-085-009-D237.

The negotiated contract amount is $13,695.00.

Background:
Texas General Land Office (GLO) approved more than $46 million in flood mitigation projects to improve drainage infrastructure in Kleberg County and the City of Kingsville. These infrastructure projects will directly benefit thousands of residents in a majority low-to-moderate income (LMI) area that has faced repetitive storm damage in 2016 and in 2017 with Hurricane Harvey.

"Texas leads the nation in repetitive flooding that affects counties across our state," said Commissioner Bush. "This first round of mitigation funding represents a historic investment in protecting coastal communities, minimizing environmental impacts of severe storms, reducing obstacles to a fast and safe evacuation of hazard areas, preserving public and private emergency response capability, and minimizing disruption to utilities. These

large-scale drainage infrastructure improvements in Kleberg County will benefit residents – especially low-to moderate income families – for generations to come."

"For large portions of our county, the current drainage systems and infrastructure just aren't adequate to deal with heavier and heavier storm events," said Kleberg County Judge Rudy Madrid. "Unfortunately, this leaves Kleberg County and the City of Kingsville very vulnerable to natural disasters. This $46 million in funding from Commissioner George P. Bush and the GLO will be instrumental in upgrading our drainage systems to prevent flooding, and thereby help protect lives, safety, and property."

City of Kingsville: Citywide Drainage System Improvements - $36,311,929

LMI Percentage: 52.19%

The city of Kingsville Drainage Master Plan was amended in the year 2020 to include five additional sites, encompassing all areas of the city. Given the scope of the work needed, external funds are required to accomplish these activities. The project aims to increase community resiliency by reducing economic loss from flooding, protecting public investment in community-owned facilities, minimizing environmental impacts of hazards, reducing obstacles to a timely and safe evacuation of hazard areas, preserving public and private emergency response capability, and minimizing disruption to utilities.

Collectively, these drainage improvements will more efficiently move water from residential neighborhoods and businesses to outflows where it can discharge to Santa Gertrudis Creek and San Fernando Creek, and ultimately to Baffin Bay.

Financial Impact:

Archaeologists Services will be funded by Fund 122 General Land Office Hurricane Harvey Mitigation Grant in the amount of $13,695.00.

Recommendation:

Staff recommends awarding Archaeologist Services for CDBG-MIT GLO Contract No. 22-085-009-D237 to Johnson, Mirmiran and Thompson Inc. in the amount of $13,695.00.

Attachments:

Professional Services Contract
Resoution

RESOLUTION #2023-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ARCHEOLOGICAL SERVICES AGREEMENT BETWEEN CITY OF KINGSVILLE, TEXAS AND JOHNSON, MIRMIRAN AND THOMPSON, INC. FOR TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-MITIGATION CONTRACT #22-085-009-D237; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville applied for and was awarded a Texas General Land Office (GLO)-Community Development Block Grant Program-Mitigation (CDBG-MIT) Contract #22-085-009-D237 for S. 6th Street Storm Water Improvements (Project #7);

WHEREAS, the project requires professional archeological services, so a Request for Proposal (RFP) was prepared and the process for Archeological Services has been completed in accordance with the CDBG-MIT and GLO requirements;

WHEREAS, the proposals received by the due date of Tuesday, October 31, 2023, have been reviewed and evaluated to determine the most qualified and responsive provider for this service; f

WHEREAS, after complying with the State's solicitation process and scoring requests for proposals for archeological services, the City awarded the RFP for archeological services to Johnson, Mirmiran and Thompson, Inc.;

WHEREAS, the City and Johnson, Mirmiran and Thompson, Inc. worked to prepare a contract for Archeological Services for S. 6th Street Storm Water Improvements (Project #7) and the parties have both agreed to the terms of the proposed contract.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter and execute an Archeological Services Agreement between the City of Kingsville, Texas and Johnson, Mirmiran and Thompson, Inc. for grant archeological services for S. 6th Street Storm Water Improvements in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 13th day of November, 2023.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

Archeological Services

PART I
AGREEMENT

THIS AGREEMENT, entered into the 13th day of November , 2023 , by and between the City of Kingsville hereinafter called the "City", acting herein by Sam R. Fugate, Mayor hereunto duly authorized, and Johnson, Mirmiran and Thompson, Inc. hereinafter called "the Contractor", acting herein by Kristi Flagg, PE/Senior Vice President in compliance with General Land Office professional services procurement procedures and applicable state procurement law.

WITNESSETH THAT:

WHEREAS, the City of Kingsville desires to complete the following: archeological services necessary for the environmental clearance of the City of Kingsville Community Development Block Grant – Mitigation (hereinafter called "CDBG-MIT") Program administered by the General Land Office (hereinafter called "GLO"); and Whereas the City desires to engage a professional service provider to furnish the City with archeological services, Contract Number 22-085-009-D237.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services- The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence upon the signing of the contract. In any event, all of the services required and performed hereunder shall be completed no later than 120 days from Notice to Proceed.
3. Local Program Liaison - For purposes of this Contract, the Community Development Director or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed $ 13,695.00 . Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
5. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the CDBG-MIT contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
    a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the County of Kleberg, Texas.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Extent of Agreement
This Agreement, which includes Parts I-IV, and attachments A-E represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and Contractor.

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

BY:	BY:
_____	_____
(Owner)	(Contractor's Authorized Representative)
Sam R. Fugate	_____
(Printed Name)	(Printed Name)
Mayor	_____
(Title)	(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

An archaeological survey is required along the proposed drainage improvements beginning at the northeast corner of Cecil Avenue & 6th Street, ending at the 6th Street crossing of Santa Gertrudis Creek, defined as GPS endpoint 27.484886, -97.867561. The area to be surveyed is to a point measuring ≈1,318 feet from the GPS endpoint to Cecil Avenue.

The following scope of services describes Contractor's approach to the Phase I cultural resource survey of the proposed area of potential effect (APE) in City of Kingsville, Kleberg County, Texas. All work will be conducted in accordance with current specifications for conducting fieldwork and preparing cultural resource reports issued by the Texas Historical Commission (THC), which serves as the State Historic Preservation Office (SHPO) for Texas.

Pre-Field Tasks: Upon award of the contract, CONTRACTOR will conduct a number of pre-field tasks. First, because the project area is owned by the City of Kingsville, which is a political subdivision of the state of Texas, CONTRACTOR will need to prepare an application for a Texas Antiquities Permit to be submitted to THC. The second task will be to conduct an 811 call to have all buried utilities within the survey area identified and marked to avoid the possibility of disturbing any utilities through excavations.

The final pre-field task will be a review of data on file with THC, historic mapping, and other pertinent historic documents for context development and the identification of the locations of potential historic resources within the project area. The results of this work will be summarized in the report of findings completed for this project.

Field Research: The field investigation will consist of an intensive survey of the proposed area following standard archaeological methods (i.e., pedestrian and shovel test survey), and will be performed according to the Archeological Survey Standards for Texas set forth by the THC. This requires pedestrian survey of the property on transects spaced no more than 30 m, supplemented by the excavation of screened shovel tests in areas with the potential for buried archaeological sites or that have limited surface visibility due to vegetation or other ground cover. The entire project area will be subjected to pedestrian survey and any areas of exposed ground will be visually inspected for evidence of archaeological materials and cultural soil horizons. Areas of relatively flat terrain will be tested for subsurface archaeological materials through the excavation of screened shovel tests measuring 30 x 30 cm. All archaeological sites discovered within the APE and all historic standing structures within the direct APE will be recorded following current THC specifications. It is CONTRACTOR's understanding that consideration of historic resources does not need to extend into an indirect, or visual, APE in this instance. All safety protocols defined for the project through CONTRACTOR's company safety protocol and OSHA safety standards will be met with all fieldwork.

Report and Collection Preparation: The results of the background research and field investigations will be documented in a detailed written report. Per the THC guidelines, the report will conform to the Guidelines for Cultural Resource Management Reports issued by the Council of Texas Archeologist, as well as for any other reviewing agencies. The report will describe all cultural resources located during the investigation and make recommendations for their treatment in relation to potential impacts. In addition, site survey forms will be prepared for each

archaeological site recorded with this data submitted to the proper agency. The draft report will first be submitted to the client for review and CONTRACTOR will make any requested revisions. Following client review, and as per THC guidelines, CONTRACTOR will submit a copy of the report to THC and any other pertinent parties for their official review. Once all official review is completed, CONTRACTOR will make any necessary revisions to the report requested by the reviewing parties and provide the client with a copy of the final report. Per THC guidelines, CONTRACTOR will also provide THC one unbound, printed copy of the final report, a completed abstract form submitted via their online system, two copies of the tagged PDF report on CD (one with site location information and one without), and verification that any artifacts recovered, and records produced during the investigation are curated at a suitable repository. Eleven printed copies will also be furnished to university-based libraries and archaeological research facilities around the state, per the THC guidelines for permitted projects (i.e., those projects for which it was necessary to acquire a Texas Antiquities Permit). Also, per the requirements of the Texas Antiquities Permit, any collections (documents, photographs, and artifacts) produced as a result of the cultural resource investigations will be prepared for permanent curation at an appropriate curation facility according to the curation guidelines of that facility.

Note: This scope also covers any and all necessary research, permit coordination and submittal, pre-field preparation, field investigation, interim and draft reporting, agency review and comment response, curation/final report production associated with meeting all federal, state, and local requirements and codes that is not mentioned above for the preparation of the initial report.

PART III

PAYMENT SCHEDULE

The City shall reimburse (Contractor) for archeological services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Completion of project outlined in Part II scope	100%
Total	100%

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services. Localities may also opt to reimburse Professional Services Contracts on an hourly basis.

PART IV
TERMS AND CONDITIONS

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

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

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

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

3. Changes. The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to

negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
   a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
   b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

1. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they

shall not be made available to any individual or organization without the prior written approval of the City.

2. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

3. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
4. Conflicts of interest.
   a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the CDBG-MIT award between GLO and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

   b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

   c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

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

Federal Compliance.

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

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to $100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of

a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts. g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Contractors.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

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

22. Patent Rights and Inventions -The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

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

23. Energy Efficiency – The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

24. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's CDBG-MIT contract with GLO.

25. Retention of Records - The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

26. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through

the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

27. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code

AGENDA ITEM #35

NATIONAL FLOOD INSURANCE PROGRAM
COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS
REVIEW CHECKLIST

Community: _____ **C.I.D.:** _____ **State:** Texas

Reviewed by:_____ Date of Review:_____

Item Description *(Section reference to the NFIP Regulations follows)*	**Level of Regs** a	b	c	d[1]	e[1]	**Applicable Ordinance Section/Comments**
☒ Start of Construction ☒ Structure ☒ Substantial Damage ☒ Substantial Improvement ☒ Violation						Chapter 15-4-3
14. Adopt or reference correct Map and date. [60.3(b)] (If the community has an automatic adoption provision in its ordinance, is it a valid provision?)						Article 3, Sec. B Map date incorrect, current map date is: March 17, 2014
15. Adopt or reference correct Flood Insurance Study and date. [60.3(c), (d), and/or (e)] (If the community has an automatic adoption provision in its ordinance, is it a valid provision?)						Article 3, Sec. B Flood Insurance Study date incorrect: should be March 17, 2014
16. Require permits for all proposed construction or other development including placement of manufactured homes to determine whether such construction or development is in a floodplain. [60.3(a)(1)]						N/A
17. Require permits for all proposed construction and other development within SFHAs. [60.3(b)(1)]				x		Article 3, Sec. C Article 4, Sec. C(1)
18. Assure that all other State and Federal permits are obtained. [60.3(a)(2)]				x		Article 4, Sec. B(4)
19. Review permits to assure sites are reasonably safe from flooding and require for new construction and substantial improvements in flood-prone areas [60.3(a)(3)]: (a) Anchoring (including manufactured homes) to prevent flotation, collapse, or lateral movement of the structure. [60.3(a)(3)(i)]				x		Article 4, Sec. B(2) Article 5, Sec. A(1)
(b) Use of flood-resistant materials. [60.3.(a)(3)(ii)]				x		Article 5, Sec. A(3)
(c) Construction methods and practices that minimize flood damage. [60.3(a)(3)(iii)]				x		Article 5, Sec. A(2)
(d) Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities designed and/or located to prevent water entry to accumulation. [60.3(a)(3)(iv)]				x		Article 5, Sec. A(4)

NATIONAL FLOOD INSURANCE PROGRAM
COMMUNITY FLOODPLAIN MANAGEMENT REGULATIONS
REVIEW CHECKLIST

Community: _____ **C.I.D.:** _____ **State:** Texas

Reviewed by:_____ Date of Review:_____

Item Description *(Section reference to the NFIP Regulations follows)*	**Level of Regs**					**Applicable Ordinance Section/Comments**
	a	**b**	**c**	**d**[1]	**e**[1]	
35.[3] Until a regulatory floodway is designated, no encroachment may increase the Base Flood level more than 1 foot. [60.3(c)(10)]				x		Article 4, Sec. B(9) 'shall' is repeated in second line.
36.[4] In Zones AO and AH, require drainage paths around structures on slopes to guide water away from structures. [60.3(c)(11)]				x		Article 5, Sec. D(4)
37. Require that manufactured homes placed or substantially improved within A1-30, AH, and AE Zones, which meet one of the following location criteria, to be elevated such that the lowest floor is to or above the Base Flood Elevation and be securely anchored: (i) outside a manufactured home park or subdivision; (ii) in a new manufactured home park or subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; iv) on a site in an existing park which a manufactured home has incurred substantial damage as a result of a flood. [60.3(c)(6)]				x		Article 5, Sec. B(4b)
38. In A1-30, AH, and AE Zones, require that manufactured homes to be placed or substantially improved in an existing manufactured home park to be elevated so that (i) the lowest floor is at or above the Base Flood Elevation; OR (ii) the chassis is supported by reinforced piers no less than 36 inches in height above grade and securely anchored. [60.3(c)(12)]				x		Article 5, Sec. B(4c)
39. In A1-30, AH, and AE Zones, all recreational vehicles to be placed on a site must (i) be elevated and anchored; OR (ii) be on the site for less than 180 consecutive days; OR (iii) be fully licensed and highway ready. [60.3(c)(14)]				x		Article 5, Sec. B(5)
40. Designate a regulatory floodway which will not increase the Base Flood level more than 1 foot. [60.3(d)(2)]				x		Article 4, Sec. B(9,10)

[3] Item 35 is not required if all streams have floodways designated.

[4] Item 36 is not required if the community has no AO or AH Zones.

ORDINANCE NO. 2023-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES §15-4-3 AND §15-4-4 OF CHAPTER XV, ARTICLE 4, FLOOD DAMAGE PREVENTION, PROVIDING FOR UPDATED MAP DATES AND CORRECTION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

WHEREAS, this ordinance is in need of revision to clarify sections of the model ordinance received from the Texas Water Development Board;

WHEREAS, the Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City Commission of the City of Kingsville, Texas, does ordain as follows below.

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

I.

THAT Section 15-4-4 through 15-4-5 of Article 4: Flood Damage Prevention of Chapter XV, Land Usage Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

§ 15-4-3 APPLICABILITY, COMPLIANCE, INTERPRETATION, AND THE LIKE.

...

(B) *Basis for establishing the areas of special flood hazard.* The areas of special flood hazard identified by the Federal Emergency Management in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for the City of Kingsville, dated March 17, 2014 ~~August 17, 1981~~, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) Community Number 48042, dated March 17, 2014 ~~August 17, 1981~~, and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

...

§ 15-4-4 ADMINISTRATION.

...
(B) Duties and responsibilities of the Floodplain Administrator.
Duties and responsibilities of the *Floodplain Administrator* shall include, but not be limited to, the following:
...

(9) When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) ~~shall~~ shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
...

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of November, 2023.

PASSED AND APPROVED on this the 27th day of November, 2023.

Effective Date: _____/

_____
Sam R. Fugate, Mayor

ATTEST:

_____

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____

Courtney Alvarez, City Attorney