

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, NOVEMBER 23, 2020 REGULAR MEETING

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

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

OR

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

I. Preliminary Proceedings.

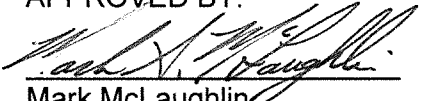
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Special Meeting - November 16, 2020

APPROVED BY:


Mark McLaughlin
City Manager

****AUDIENCE AND PRESENTER SOCIAL DISTANCING
AND PUBLIC TESTIMONY AND PUBLIC HEARING INPUT
AT PUBLIC MEETINGS OF THE CITY COMMISSION. To**

reduce the chance of COVID-19 transmission, public meetings will be held in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with members of Community, City Staff, and City Commission. Public testimony and public hearing input for Public Comment and all items on the agenda at public meetings of the City Commission shall be provided in written format and presented to the City Secretary and/or designee prior to the start of each meeting of the City Commission. This testimony and/or public input shall be in accordance with the City Secretary's instructions, which shall be posted on the City Secretary's outdoor public bulletin board at City Hall and on the City website and allow for electronic submission. The written public testimony shall be provided to members of the City Commission prior to voting on measures for that meeting. Written testimony shall be limited in accordance with the City Secretary requirements and shall be placed into the record of each meeting. This written testimony shall serve as the required public testimony pursuant to Texas Government Code section 551.007 and shall constitute a public hearing for purposes of any public hearing requirement under law. The meeting may be held telephonically or via videoconference; and, if so conducted, the public may participate remotely by

following the instructions of the City Secretary which would be posted on the City Secretary's outdoor public bulletin at City Hall and on the City website.

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

1. Public Hearing to consider an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit (BQ) for the establishment known as Kwik Pantry #1 at 1105 N. 14th St., Kingsville, Texas. (Planning & Economic Development Director).

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

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Consider a resolution appointing Hector M. Hinojosa as Mayor Pro Tempore. (City Attorney).
2. Consider a resolution appointing a Commission Member to the City of Kingsville Investment Committee. (City Attorney).
3. Consider a resolution appointing two representatives and two alternates to the Coastal Bend Council of Governments. (City Attorney).
4. Consider an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit (BQ) for the establishment known as Kwik Pantry #1 at 1105 N. 14th St., Kingsville, Texas. (Planning & Economic Development Director).
5. Consider a request for City participation in Kingsville Wine Walk Holiday Sip & Shop event to occur in downtown Kingsville on December 5th, 12th, and 19th from 5pm-8pm. (Downtown Manager/HPO).
6. Consider a resolution declaring intention to reimburse certain expenditures (that allows for ordering of items/projects to be financed). (Finance Director).
7. Consider a resolution authorizing the City Manager to execute a Professional Services Agreement with Azavar Audit Solutions, Inc. (for sales tax and other revenue audit services). (Finance Director).
8. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 Budget to appropriate funding for the rollover project for greens maintenance and repairs. (Parks Director).
9. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (City Manager).
10. Consider a resolution authorizing the Mayor to execute an Amended Economic Incentive Agreement between the City of Kingsville, Texas and D'Ville Partners, LLC (for Starbucks Developer). (City Attorney).

VII. Adjournment.

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

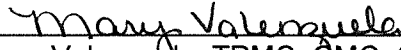
NOTICE

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn

into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551-076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

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

November 19, 2020 at 10:00 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



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

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

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

MINUTES OF PREVIOUS MEETING(S)

NOVEMBER 16, 2020

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, NOVEMBER 16, 2020 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
Edna Lopez, Commissioner
Hector Hinojosa, Commissioner

CITY COMMISSION ABSENT:

Arturo Pecos, Commissioner
Dianne Leubert, Commissioner

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Janine Reyes, Tourism Director
Kyle Benson, IT Manager
Derek Williams, IT
Bill Donnell, Public Works Director
Ricardo Torres, Police Chief
Uchechukwu Echeozo, Director of Planning & Development Services

STAFF PRESENT VIA CONFERENCE CALL OR VIDEOSTREAM

Emilio Garcia, Health Director

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with three Commission members present. Commissioner Leubert and Commissioner Pecos absent.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting - November 09, 2020

Motion made by Commissioner Lopez to approve the minutes of November 9, 2020 as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Hinojosa, Fugate voting "FOR".

****AUDIENCE AND PRESENTER SOCIAL DISTANCING AND PUBLIC TESTIMONY AND PUBLIC HEARING INPUT AT PUBLIC MEETINGS OF THE CITY COMMISSION.**

To reduce the chance of COVID-19 transmission, public meetings will be held in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with members of Community, City Staff, and City Commission. Public testimony and public hearing input for Public Comment and all items on the agenda at public meetings of the City Commission shall be provided in written format and presented to the City Secretary and/or designee prior to the start of each meeting of the City Commission. This testimony and/or public input shall be

in accordance with the City Secretary's instructions, which shall be posted on the City Secretary's outdoor public bulletin board at City Hall and on the City website and allow for electronic submission. The written public testimony shall be provided to members of the City Commission prior to voting on measures for that meeting. Written testimony shall be limited in accordance with the City Secretary requirements and shall be placed into the record of each meeting. This written testimony shall serve as the required public testimony pursuant to Texas Government Code section 551.007 and shall constitute a public hearing for purposes of any public hearing requirement under law. The meeting may be held telephonically or via videoconference; and, if so conducted, the public may participate remotely by following the instructions of the City Secretary which would be posted on the City Secretary's outdoor public bulletin at City Hall and on the City website.

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

Mr. Mark McLaughlin, City Manager reported that the new Capital Improvements Manager, Mr. Michael Mora started his first day with the City of Kingsville today. He further updated the Commission on the chip seal of Santa Gertrudis up to University Boulevard. Mr. McLaughlin further thanked the Kingsville Police Department for their hard work on a drug seizure that occurred this past weekend.

Ms. Courtney Alvarez, City Attorney reported that the next City Commission meeting is scheduled for Thursday, November 19th at 5:30 p.m. This is a special meeting for the swearing-in of the newly elected officials. The next regular Commission meeting is scheduled for Monday, November 23rd at 5:00 p.m. The Commission will also be meeting on December 14th at 5:00 p.m. for their regular City Commission meeting. The deadline for staff to submit agenda items for the December 14th meeting is Thursday, December 3rd. Alvarez further reported that traditionally the second meeting in December is usually cancelled as it comes close to the holidays.

Mayor Fugate thanked staff for their assistance with Chick-fil-A agreements. He further announced that Harbor Freights will be opening soon. Fugate mentioned that there is a

large truck stop interested in coming to Kingsville which will probably be located by Hwy 77.

IV. Public Comment on Agenda Items.³

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

No public comments made or received.

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)

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 Budget to accept and expend grant funding from the Patrick Leahy Bulletproof Vest for Police Body Armor, the Coronavirus Emergency Supplemental Funding Program for overtime, the Local Boarder Security Program for operational overtime, and the Enhancement Body Worn Camera Policy and Implementation Program for replacement cameras. (Police Chief).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 Budget to appropriate funding for the carry-over purchase orders that were for projects started last fiscal year and will be completed in this fiscal year. (Finance Director).

3. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 Budget to appropriate funding for the purchase of a narcotics detection K9. (Finance Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

4. Consider a resolution authorizing the Mayor to enter into three Texas Water Code Section 15.005 Memorandums of Understanding between Kleberg County and the City of Kingsville for the shared sub watersheds of Tranquitas, Santa Gertrudis, and Escondido Creeks as needed for TWDB. (City Engineer).

Mr. McLaughlin stated that these agreements are required by GrantWorks for the Texas Water Development Board applications. Anytime the City works on its portion of the water shed or the County works on their side of the water shed could have an impact on the other.

These agreements say that all parties will work together and report annually together through the course of the project.

Mrs. Alvarez commented that this does not bind either party to the other financially.

Motion made by Commissioner Lopez to approve the resolution authorizing the Mayor to enter into three Texas Water Code Section 15.005 Memorandums of Understanding between Kleberg County and the City of Kingsville for the shared sub watersheds of Tranquitas, Santa Gertrudis, and Escondido Creeks as needed for TWDB, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Hinojosa, Fugate voting "FOR".

5. Consider a resolution authorizing the Mayor to execute an Economic Development Agreement between the City of Kingsville, Texas and New Urban Development Corporation, LLC. (Planning & Economic Development Director).

Mr. McLaughlin stated that this agreement is for Chick-fil-A. The agreement states that the company desires to build a driveway on the easement owned by the City. The City will allow, based on certain conditions. As a condition to allow the driveway in the easement, the Company agrees to pay for the permitting, construction, and maintenance of the driveway and acknowledges and agrees that the City may require at some point in the future for the movement, relocation, removal, and or reconstruction of the driveway at the business owner's expense in order for the City to access the property to inspect, maintain, repair, and or replace the utilities located within the City's easement.

Motion made by Commissioner Lopez to approve the resolution authorizing the Mayor to execute an Economic Development Agreement between the City of Kingsville, Texas and New Urban Development Corporation, LLC, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Lopez, Fugate voting "FOR".

6. Consider a resolution and order canvassing the election returns and declaring the results of the City of Kingsville's General Election conducted on November 3, 2020. (City Secretary).

Mrs. Mary Valenzuela, City Secretary commented that the reason for having two separate resolutions for the canvassing of the November 3rd election is election results for the Charter Amendments are required to be filed with the Texas Secretary of State Office. The General Election is not an election that would need to be filed with the Secretary of State Office.

Motion made by Commissioner Lopez to approve the resolution and order canvassing the election returns and declaring the results of the City of Kingsville's General Election conducted on November 3, 2020, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Hinojosa, Fugate voting "FOR".

7. Consider a resolution and order canvassing the election returns and declaring the results of the City of Kingsville's Special Election conducted on November 3, 2020. (City Secretary).

Motion made by Commissioner Lopez to approve the resolution and order canvassing the election returns and declaring the results of the City of Kingsville's Special Election conducted on November 3, 2020, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Lopez, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:13 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

City of Kingsville
Planning and Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uche Echeozo, Director

DATE: November 12, 2020

SUBJECT: Request for alcohol variance for a Wine and Beer Retailer's Off-Premise License (BQ) for the establishment known as Kwik Pantry #1 Located at 1105 N 14th St., Kingsville TX 78363

Summary: The property owner, through the agent – Jazmin Flores, is requesting this variance for a wine and beer retailer's off-premise license for an establishment known as Kwik Pantry #1, situate at 1105 N 14th Street, Kingsville TX 78363.

Background: The said property falls within the 300-foot boundary of a daycare known as VIP Providers Inc. and therefore, would require a variance according to City Ordinance, sections 11-3-4. Notices have been sent to property owners within the 300-foot radius boundary and a notice published in the local newspaper with respect to the public hearing to be held on Monday, November 16, 2020 in the City Hall. The Planning Department received no citizen feedback.

Financial Impact: None.

Recommendation: Approve the alcohol variance as requested.



CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

RECEIVED

Date: 10/29/2020

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1105 N 14th St Nearest Intersection E Coral Ave

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: SIMS 3, Block 7, Lot W4.6' 25, 26-31

Existing Zoning Designation C4 Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Jarmin Flores Phone 361 808 0517 FAX _____

Email Address (for project correspondence only): jaz.virago@icloud.com

Mailing Address 712 Wincroft Dr #2013 City Houston State TX Zip 77042

Property Owner Zaback Enterprise Inc Phone 832.715.8034 FAX _____

Email Address (for project correspondence only): nick.kurji@gmail.com

Mailing Address 4711 Norwetherly Dr City Seagrass Land State TX Zip 77479

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

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

Please provide a basic description of the proposed project:

alcohol variance

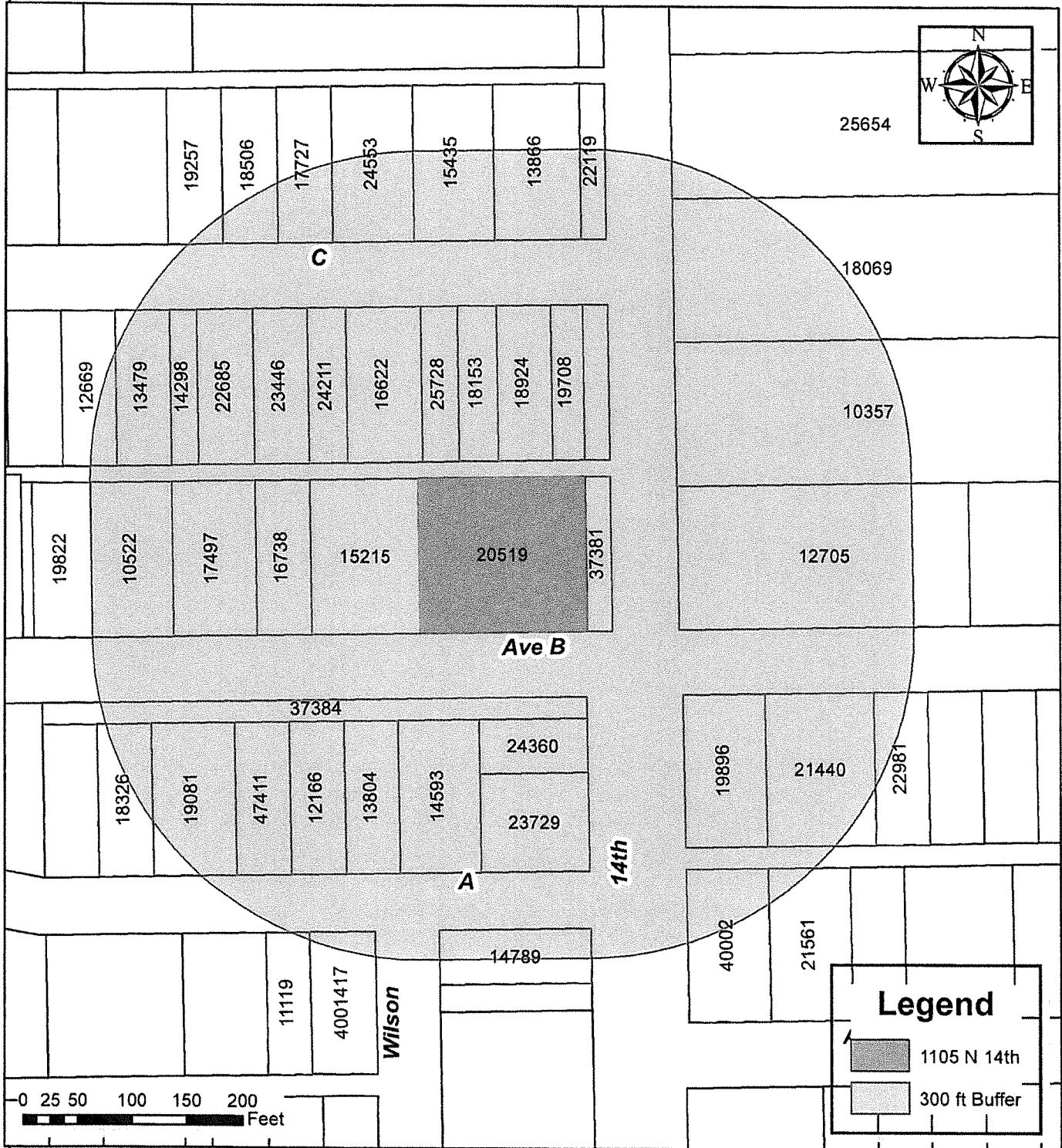
I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature Jarmin Flores Date: 10/28/2020


Property Owner's Signature Nick D. Kurji Date: 10/28/2020

Accepted by: _____ Date: _____

300 ft Buffer Map of 1105 N. 14th



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\New Buffer Maps.mxd

Page 1 / 1	Drawn By: Planning Department	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055
	Last Update: 10/30/2020		
	Note:		

ODDETT GARZA
WEATHERSPOON
611 E WARREN AVE
KINGSVILLE, TX 78363-5725
#22685

ADAN RODRIGUEZ
1010 DAKOTA ST
ROBSTOWN, TX 78380-4004
#16622

GUADALUPE TREVINO EST
% ROBERT G TREVINO
618 W AVE F
KINGSVILLE, TX 78363
#18924

JACKIE LYNN PIERCE
926 E AVE B
KINGSVILLE, TX 78363
#16738

MARKY HOLDINGS LTD
ETAL
3009 POST OAK STE 1200
HOUSTON, TX 77056
#10357

SIRILDO MONSIBAIS
PO BOX 923
KINGSVILLE, TX 78364-0923
#19081

RITA CANTU
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#13804

AGAPITO SALINAS III
221 W FAIRVIEW DR
KINGSIVLLE, TX 78363-4115
#23729

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BISHOP, TX 78343-0665
#17727

TEXAS HIGHWAY PATROL
PO BOX 14087
AUSTIN, TX 78773-0001
#22119

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923 E C AVE
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#23446

LUISA M PEREZ
CLARISSA M MORENO (TR)
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#25728

VENTURA GONZALEZ III
1029 LYNDALE ST
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#19708

EPIGMENIO
EREVIA
ETUX BLANCA G
934 E B AVE
KINGSVILLE, TX 78363
#15215

ZHANGUSA INVESTMENTS LLC
DBA ZIDG KINGSVILLE LLC
PO BOX 23642
WACO, TX 76702
#12705

SIVILDO MONSIBAIS
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#47411

RITA CANTU
930 E AVE A
KINGSVILLE, TX 78363-3980
#14593

ANGEL R GONZALEZ JR
287 E FARM ROAD 772
KINGSVILLE, TX 78363-2647
#19896, 21440

JOSE ENRIQUE REYNA
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#24553

JUAN MANUEL CANTU
909 ½ E C AVE
KINGSVILLE, TX 78363
#12669

LUIS ARMANDO RODRIGUEZ
ETUX VERONICA V EST
927 E C AVE
KINGSVILLE, TX 78363-3923
#24211

JAIME MILLER
924 S 24TH ST
KINGSVILLE, TX 78363
#18153

HILDA T ARMENDAREZ
3418 WOODBRIAR DR
HOUSTON, TX 77068-1329
#17497

TEXAS HIGHWAY PATROL
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AUSTIN, TX 78773-0001
#37381

CITY OF KINGSVILLE
PO BOX 1458
KINGSVILLE, TX 78364-1458
#37384

JANIE R MURILLO
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KINGSVILLE, TX 78363-3916
#12166

SYLVIA SALINAS
ALEX M MATA
221 W FAIRVIEW DR
KINGSVILLE, TX 78363
#24360

ANNA R DUNCAN
916 E C AVE
KINGSVILLE, TX 78363-3924
#19257, 18506

JOAQUIN BARRAZA EST
ETUX FRANCES EST
ALICIA BARRAZA (IND EXEC)
18 TEN BROEK PLACE
ALBANY, NY 12210
#15435, 13866

HOMER GUTIERREZ
915 E C AVE
KINGSVILLE, TX 78363-3923
#13479

FRANK LONGORIA
461 UNIVERSITY DR
CORPUS CHRISTI, TX 78412-
2743
#14298

JOSE S GARCIA
ETUX ROSALINDA R GARCIA
829 E AVENUE A
KINGSVILLE, TX 78363-3981
#18326

RAMON LERMA
809 RIXEKKA ST
HOUSTON, TX 77076-4430
#14789

VICTOR SALAZAR SR EST
ETUX GLORIA P
1017 E AVE B
KINGSVILLE, TX 78363-4005
#22981

JANIE R MURILLO
912 E AVE B
KINGSVILLE, TX 78363-3916
#19822

ELIDA G YBARRA
801 S 24TH ST
KINGSVILLE, TX 78363-6519
#11119

FOUR PALMS SELF STORAGE
LLC
PO BOX 5299
KINGSVILLE, TX 78364
#25654

DELMA RIOS
329 W RICHARD AVE
KINGSVILLE, TX 78363-4473
#40002

HILDA T ARMENDAREZ
3418 WOODBRIAR DR
HOUSTON, TX 77068-1329
#10522

ARMANDO R RIOS
ETUX SANDRA RIOS
902 CLARENCE BOHLS LN
PFLUGERVILLE, TX 78660-2347
#4001417

LA PALOMA DAY CARE SERV CORP
1212 N 14TH ST
STE 1
KINGSVILLE, TX 78363-4020
#18069

DELMA RIOS-SALAZAR
329 W RICHARD AVE
KINGSVILLE, TX 78363
#21561



CITY OF
KINGSVILLE
MEMORANDUM

Date	Wednesday, October 28, 2020
To	Mary Valenzuela, City Secretary
From	Engineering Department
Subject	Alcohol License for 1105 N 14th Street

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at **1105 N 14th Street**, we have concluded that the property in question does fall within the 300ft boundary of **1 daycare**; therefore, it will require a variance according to City Ordinance sections 11-3-4. Notices must be sent to the property owners within the 300-foot boundary and a public hearing and publication in the local newspaper is required.

Thank You,

Engineering Department

Attachment 1 shows the property and the relative location of 1 daycare; suspected to be close to the property. VIP Providers Inc is within the 300-foot boundary. All properties within the 300-foot boundary are shown with their short Property ID by the Kleberg Appraisal District.



TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

received
10-26-2020

OFF-PREMISE PREQUALIFICATION PACKET

L-OFF (12/2019)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13
All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: <input checked="" type="checkbox"/> Original			
<input type="checkbox"/> Reinstatement		<input type="checkbox"/> Reinstatement and Change of Trade Name License/Permit Number _____	
<input type="checkbox"/> Change of Location		<input type="checkbox"/> Change of Location and Trade Name License/Permit Number _____	
2. Type of Off-Premise License/Permit			
<input checked="" type="checkbox"/> BQ Wine and Beer Retailer's Off-Premise Permit		<input type="checkbox"/> LP Local Distributor's Permit	
<input type="checkbox"/> BF Beer Retail Dealer's Off-Premise License		<input type="checkbox"/> E Local Cartage Permit	
<input type="checkbox"/> P Package Store Permit		<input type="checkbox"/> ET Local Cartage Transfer Permit	
<input type="checkbox"/> Q Wine Only Package Store Permit		<input type="checkbox"/> PS Package Store Tasting Permit	
3. Indicate Primary Business at this Location			
<input type="checkbox"/> Grocery/Market		<input type="checkbox"/> Convenience Store without Gas	
<input type="checkbox"/> Liquor Store		<input type="checkbox"/> Miscellaneous _____	
<input checked="" type="checkbox"/> Convenience Store with Gas			
4. Trade Name of Location (Name of store, business, etc.) Kwik Pantry #1			
5. Location Address 1105 N 14th St			
City Kingsville		County Kleberg	State TX
Zip Code 78363			
6. Mailing Address 4711 Norsworthy Dr		City Sugarland	State TX
Zip Code 77479			
7. Business Phone No.	Alternate Phone No. 832-715-8034	E-mail Address nick.kurji@gmail.com	

OWNER INFORMATION

8. Type of Owner			
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> City/County/University	
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other _____	
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Joint Venture		
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Trust		
9. Owner of Business /Applicant (Name of Corporation, LLC, etc.) Zahra K Enterprise Inc.			

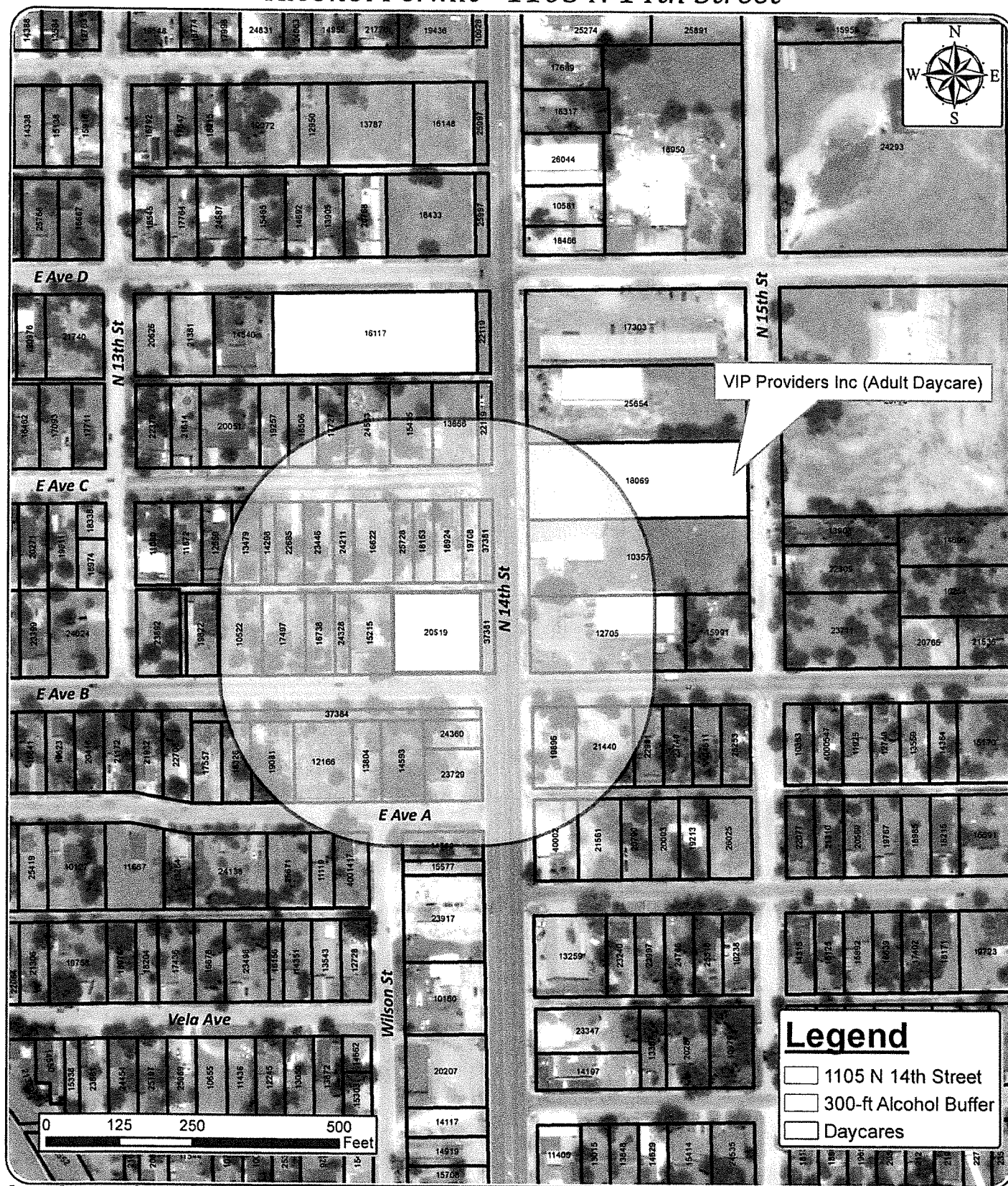
PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact phone and email are mandatory and must be active and updated regularly. If additional information is needed, it will be requested from this contact person. Delays in responding to requests may delay the processing and approval of your permit/license.

10. Contact Person: Jazmin Flores	Relation to Business: Authorized Agent
Phone (mandatory): 346-208-0517	Email (mandatory): jaz.virago@icloud.com

TABC DATESTAMP

Alcohol Permit - 1105 N 14th Street



Document Path: L:\Joseph Coufal\Alcohol Permits\Alcohol Permit Base Map.mxd

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, November 23, 2020 at 5:00 P.M. to discuss and/or take action on the following item:

Request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit (BQ) for the establishment known as Kwik Pantry #1 at 1105 N 14th St., Kingsville, Texas.

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

Badgers roll over Falfurrias Jerseys

FRED SALINAS
SPORTS CONTRIBUTOR

The Bishop Badgers came out of a bye week to steamroll the Falfurrias Jerseys 44-0 Friday night in Bishop to improve their record to 2-1 on the season.

Bishop got off to a slow start, scoring only once in the first half.

"We started slow, but we came out in the second half and played very well on both sides of the ball," Bishop Badgers head coach Louie Rodriguez said after the game.

With 2:12 left in the opening quarter, the Badgers jumped out to the early lead with a pass completion from quarterback Manny Piña to receiver Jace Wilson followed by a successful extra-point kick by Waylon Fugate to give Bishop a 7-0 lead.

Meanwhile, the Badger defense held the Jerseys in check and out of the end zone on the ensuing drive.

Bishop took the 7-0 advantage into intermission, as they got ready for the second half.

Whatever was done in the lockers definitely worked because the Badgers came out firing on all cylinders.

Bishop's running back Isaiah Rodriguez weaved 80 yards through traffic on a short reception to reach pay dirt and extend the Badger lead 14-0 after a Fugate kick with 5:29 left in the third quarter.

The Badger defense quickly tackled on another

score on a pick six by defensive back Manny Pelagio followed by a two-point conversion to take a 22-0 lead with 4:38 remaining in the third quarter.

While the Bishop defense continued to control the Jerseys, the Badger offense reached the end zone once again on a short run by Rodriguez to widen the gap 29-0 after a successful Fugate kick with 2:21 left in the third quarter.

With 1:39 remaining in the quarter, Badger linebacker Aaron Carrillo picked off a Jersey pass and returned it for a defensive touchdown to hold a 36-0 advantage.

Bishop kept the pedal to the metal as they successfully performed an on-side kick to keep the ball to end the third quarter.

The Badgers moved down the field eventually scoring as Rodriguez entered the end zone for the third time on the night to end the scoring at 44-0 and the victory.

"It was such a great feeling to dominate in the second half and to see our players and fans so excited. To see our community and fans come out to watch our only home game this season was awesome," Rodriguez said.

Rodriguez went on to say he loved the small-town Texas feeling atmosphere along with the excitement that surrounds Texas high school football and wanted to thank Badger Nation for all the support for coming out to cheer on the Badgers.

In the stats, Bishop collected 20 first downs, while

accumulating 450 yards of total offense in the contest.

Piña led the Badger offense with 282 total yards, the bulk coming via the air with 262 yards on 16 completions out of 26 attempts, with two touchdowns.

Leading the receiving corps was Wilson, with seven receptions for 122 yards and one touchdown, while Rodriguez followed with 87 yards on two catches and one score.

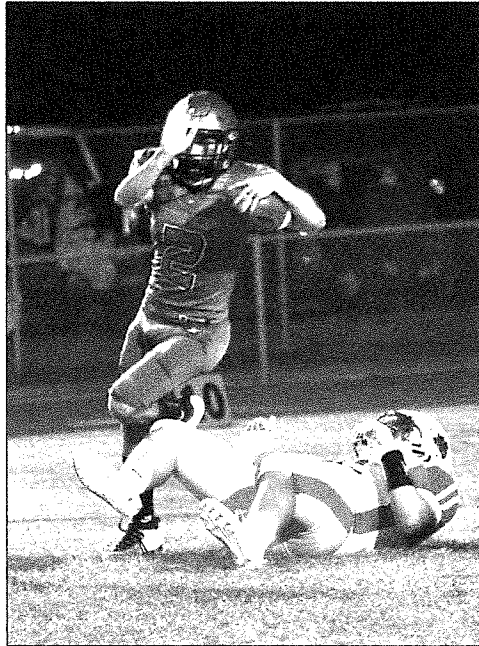
Rodriguez led the ground attack with 111 yards rushing on 19 carries and two touchdowns.

Defensively, Bishop was led by Carrillo with nine tackles (three solo, 12 assisted) and one pick six, while fellow linebacker Noah Jasso collected six tackles (two solo, eight assisted) in the game.

Pelagio also had a pass interception return for a score, while defensive back Marcos Hernandez received the "turnover chain" for the first time in Bishop football history on a pass interception of his own early in the game.

Fugate remained perfect as he went four for four on extra-point attempts to keep his season record unblemished.

"We have a huge game next week and we need as many people there to help cheer these boys on," Rodriguez said. Next up is an upcoming game against the Santa Gertrudis Academy Lions set for 7:30 p.m., Saturday, Nov. 7 at TAMUK Javelina Stadium.



'Excuse me, I have a touchdown to score'

Bishop running back Isaiah Rodriguez leaps over a Jersey defender on his way to lead the Badgers with 111 yards rushing and three touchdowns in the 44-0 shutout victory over Falfurrias. (Photo by Fred Salinas)

Seahawks fall in battle with MMA

The Riviera Seahawks traveled to Harlingen on Friday to take on the Marine Military Academy Leathernecks.

MMA won the game

53-22. The Seahawks fought hard until the final buzzer.

Riviera started five freshmen this week at different positions offensively and defensively and ended the night with many more on the field.

The Leathernecks jumped out to an early lead taking control of the game by halftime.

The Seahawks got on

the board in the second quarter with a Nathan Saenz to Adrian Lopez pass from 5 yards out midway through the second quarter.

In the second half the Seahawks put up 16 more points one of those coming on a QB sneak from QB Freshman Peyton Borden who came

into the game for Nathan Saenz who was sidelined by an injury late in the 1st half.

The next score was a 42 yard run by Sophomore Jacob Colston who split time with the hard running Steven Beltran with the running back

duties. Borden hooked up with fellow freshman Jacob Soto (who also started on defense) for both 2 point conversion passes.

Borden completed 8 passes (and was picked off by MMA once) to A.J. Guevara, Rolando Garcia, Adrian Lopez and Jacob Soto on the night one of which, a TD pass to Rolando Garcia was called back for a hold.

Defensively the Seahawks were led by Defensive lineman Mark Paz, Joseph Moreno and Freshmen Linebackers D.J. Castillo and Jacob Soto.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 2, 2020 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

S&S Kingsville Construction LLC, owner is requesting the approval of a preliminary plat and final plat for Section 20, Lot 25 of the Kleberg Town and Improvement Company Subdivision also known as Escondido Ranch No. 4. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 14, 2020 at 5:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:


S&S Kingsville Construction LLC, owner is requesting the approval of a preliminary plat and final plat for Section 20, Lot 25 of the Kleberg Town and Improvement Company Subdivision also known as Escondido Ranch No. 4. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, November 23, 2020 at 5:00 P.M. to discuss and/or take action on the following item:

Request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit (BQ) for the establishment known as Kwik Pantry #1 at 1105 N 14th St., Kingsville, Texas.


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



KINGSVILLE

CHAMBER OF COMMERCE

Save the Date



WINE WALK SIP & SHOP

The Kingsville Chamber of Commerce is partnering with the Kingsville Visitor's Center for a Holiday Sip and Shop in Historic Downtown Kingsville!

If you would like to be an event sponsor, you need to hurry because you have a limited window!

The event will benefit the Boys and Girls Club of Kingsville

The Sip and Shop will be a family friendly, multi-week and socially distanced event on December 5th, 12th and 19th.

If you need more information on sponsorships please reach out to Manny at the Chamber or Janine at the Visitor's Center

Sip and Shop Sponsorship Packet

Sip and Shop Passport Sample



REGULAR AGENDA

AGENDA ITEM #1

RESOLUTION #2020-_____

A RESOLUTION APPOINTING HECTOR M. HINOJOSA AS MAYOR PRO TEMPORE; REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

I.

THAT in accordance with Article V, Section 11, of the City Charter, Hector M. Hinojosa is chosen as Mayor Pro Tempore based on the results of the May 2020 City Election that was postponed until November 3, 2020 due to the COVID-19 Pandemic.

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 23rd day of November, 2020.

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #2

RESOLUTION #2020-_____

A RESOLUTION APPOINTING A COMMISSION MEMBER TO THE CITY OF KINGSVILLE INVESTMENT COMMITTEE; REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville currently has one Commission Member appointed to the City of Kingsville Investment Committee;

WHEREAS, the City Election that was scheduled for May 2, 2020 but was postponed due to the COVID 19 pandemic until November 3, 2020 resulted in a change in Commission membership, the new Commission is able to select a Commission Member for the Investment Committee;

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

I.

THAT _____ be appointed to the City of Kingsville Investment Committee as the Commission Member representative.

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 23rd day of November, 2020.

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

RESOLUTION #2020-_____

A RESOLUTION APPOINTING TWO REPRESENTATIVES AND TWO ALTERNATES TO THE COASTAL BEND COUNCIL OF GOVERNMENTS; REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville currently has two representatives to the Coastal Bend Council of Governments (COG) which are held by the City Manager and Commissioner Dianne Leubert;

WHEREAS, the City Election that was scheduled for May 2, 2020 but was postponed due to the COVID 19 pandemic until November 3, 2020 resulted in a change in Commission membership, the new Commission is able to select two representatives for the City at the COG;

WHEREAS, COG staff suggested two alternates also be named to represent the City at COG meetings;

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

I.

THAT _____ and the _____ be appointed to represent the City of Kingsville at the COG and that _____ and _____ be alternates to represent the City at the COG when needed.

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 23rd day of November, 2020.

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

City of Kingsville
Planning and Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uche Echeozo, Director

DATE: November 12, 2020

SUBJECT: Request for alcohol variance for a Wine and Beer Retailer's Off-Premise License (BQ) for the establishment known as Kwik Pantry #1 Located at 1105 N 14th St., Kingsville TX 78363

Summary: The property owner, through the agent – Jazmin Flores, is requesting this variance for a wine and beer retailer's off-premise license for an establishment known as Kwik Pantry #1, situate at 1105 N 14th Street, Kingsville TX 78363.

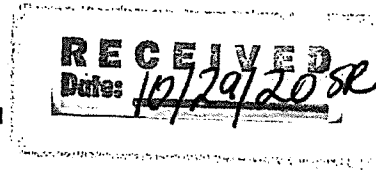
Background: The said property falls within the 300-foot boundary of a daycare known as VIP Providers Inc. and therefore, would require a variance according to City Ordinance, sections 11-3-4. Notices have been sent to property owners within the 300-foot radius boundary and a notice published in the local newspaper with respect to the public hearing to be held on Monday, November 16, 2020 in the City Hall. The Planning Department received no citizen feedback.

Financial Impact: None.

Recommendation: Approve the alcohol variance as requested.



CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION



PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1105 N 14th St Nearest Intersection E Canal Ave
 (Proposed) Subdivision Name _____ Lot _____ Block _____
 Legal Description: SIMS 3, Block 7, Lot W4.6' 25, 26-31
 Existing Zoning Designation C4 Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Jarmin Flores Phone 346 708 0517 FAX _____
 Email Address (for project correspondence only): jaz.virago@icloud.com
 Mailing Address 712 Wilcrest Dr #313 City Houston State TX Zip 77042
 Property Owner Zahra K Enterprise Inc Phone 832.715.8034 FAX _____
 Email Address (for project correspondence only): nick.kurji@gmail.com
 Mailing Address 4711 Norwoodway Dr City Seagrass Land State TX Zip 77479

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

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

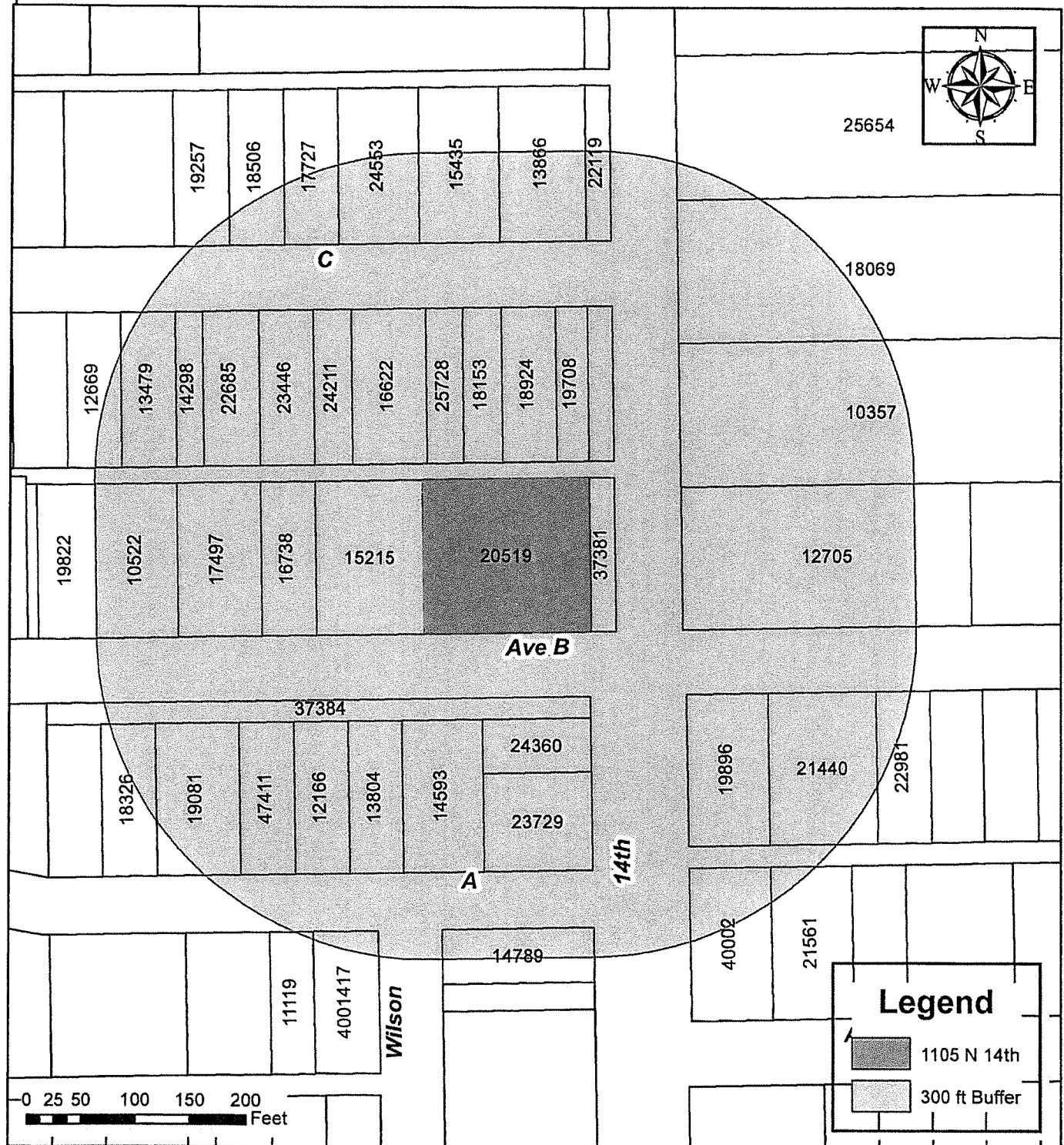
Please provide a basic description of the proposed project:

alcohol variance

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

Applicant's Signature Jarmin Flores Date: 10/28/2020
 Property Owner's Signature: Nick Kurji Date: 10/28/2020
 Accepted by: _____ Date: _____

300 ft Buffer Map of 1105 N. 14th



Document Path: C:\Users\sresendez\Desktop\GISMaps\New Buffer Maps.mxd

1 / 1 Page	Drawn By: Planning Department	<p>DISCLAIMER</p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE PLANNING DEPARTMENT</p> <p>410 West King Kingsville, Texas 78363 Office: 361-595-8055</p>
	Last Update: 10/30/2020		
	Note:		

ODDETT GARZA
WEATHERSPOON
611 E WARREN AVE
KINGSVILLE, TX 78363-5725
#22685

ADAN RODRIGUEZ
1010 DAKOTA ST
ROBSTOWN, TX 78380-4004
#16622

GUADALUPE TREVINO EST
% ROBERT G TREVINO
618 W AVE F
KINGSVILLE, TX 78363
#18924

JACKIE LYNN PIERCE
926 E AVE B
KINGSVILLE, TX 78363
#16738

MARKY HOLDINGS LTD
ETAL
3009 POST OAK STE 1200
HOUSTON, TX 77056
#10357

SIRILDO MONSIBAIS
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KINGSVILLE, TX 78364-0923
#19081

RITA CANTU
930 E AVE A
KINGSVILLE, TX 78363-3980
#13804

AGAPITO SALINAS III
221 W FAIRVIEW DR
KINGSVILLE, TX 78363-4115
#23729

MARGARET CARMONA
PO BOX 665
BISHOP, TX 78343-0665
#17727

TEXAS HIGHWAY PATROL
PO BOX 14087
AUSTIN, TX 78773-0001
#22119

CINDY ANN GOMEZ
923 E C AVE
KINGSVILLE, TX 78363-3923
#23446

LUISA M PEREZ
CLARISSA M MORENO (TR)
935 E C AVE
KINGSVILLE, TX 78363-3923
#25728

VENTURA GONZALEZ III
1029 LYNDAL ST
KINGSVILLE, TX 78363-6463
#19708

EPIGMENTO
EREVIA
ETUX BLANCA G
934 E B AVE
KINGSVILLE, TX 78363
#15215

ZHANGUSA INVESTMENTS LLC
DBA ZIDG KINGSVILLE LLC
PO BOX 23642
WACO, TX 76702
#12705

SIVILDO MONSIBAIS
ETUX NOEMI
921 E AVE B
KINGSVILLE, TX 78363
#47411

RITA CANTU
930 E AVE A
KINGSVILLE, TX 78363-3980
#14593

ANGEL R GONZALEZ JR
287 E FARM ROAD 772
KINGSVILLE, TX 78363-2647
#19896, 21440

JOSE ENRIQUE REYNA
930 E C AVE
KINGSVILLE, TX 78363-3924
#24553

JUAN MANUEL CANTU
909 ½ E C AVE
KINGSVILLE, TX 78363
#12669

LUIS ARMANDO RODRIGUEZ
ETUX VERONICA V EST
927 E C AVE
KINGSVILLE, TX 78363-3923
#24211

JAIME MILLER
924 S 24TH ST
KINGSVILLE, TX 78363
#18153

HILDA T ARMENDAREZ
3418 WOODBRIAR DR
HOUSTON, TX 77068-1329
#17497

TEXAS HIGHWAY PATROL
PO BOX 14087
AUSTIN, TX 78773-0001
#37381

CITY OF KINGSVILLE
PO BOX 1458
KINGSVILLE, TX 78364-1458
#37384

JANIE R MURILLO
912 E AVE B
KINGSVILLE, TX 78363-3916
#12166

SYLVIA SALINAS
ALEX M MATA
221 W FAIRVIEW DR
KINGSVILLE, TX 78363
#24360

ANNA R DUNCAN
916 E C AVE
KINGSVILLE, TX 78363-3924
#19257, 18506

JOAQUIN BARRAZA EST
ETUX FRANCES EST
ALICIA BARRAZA (IND EXEC)
18 TEN BROEK PLACE
ALBANY, NY 12210
#15435, 13866

HOMER GUTIERREZ
915 E C AVE
KINGSVILLE, TX 78363-3923
#13479

FRANK LONGORIA
461 UNIVERSITY DR
CORPUS CHRISTI, TX 78412-
2743
#14298

JOSE S GARCIA
ETUX ROSALINDA R GARCIA
829 E AVENUE A
KINGSVILLE, TX 78363-3981
#18326

RAMON LERMA
809 RIXEKKA ST
HOUSTON, TX 77076-4430
#14789

VICTOR SALAZAR SR EST
ETUX GLORIA P
1017 E AVE B
KINGSVILLE, TX 78363-4005
#22981

JANIE R MURILLO
912 E AVE B
KINGSVILLE, TX 78363-3916
#19822

ELIDA G YBARRA
801 S 24TH ST
KINGSVILLE, TX 78363-6519
#11119

FOUR PALMS SELF STORAGE
LLC
PO BOX 5299
KINGSVILLE, TX 78364
#25654

DELMA RIOS
329 W RICHARD AVE
KINGSVILLE, TX 78363-4473
#40002

HILDA T ARMENDAREZ
3418 WOODBRIAR DR
HOUSTON, TX 77068-1329
#10522

ARMANDO R RIOS
ETUX SANDRA RIOS
902 CLARENCE BOHLS LN
PFLUGERVILLE, TX 78660-2347
#4001417

LA PALOMA DAY CARE SERV CORP
1212 N 14TH ST
STE 1
KINGSVILLE, TX 78363-4020
#18069

DELMA RIOS-SALAZAR
329 W RICHARD AVE
KINGSVILLE, TX 78363
#21561



CITY OF
KINGSVILLE

MEMORANDUM

Date	Wednesday, October 28, 2020
To	Mary Valenzuela, City Secretary
From	Engineering Department
Subject	Alcohol License for 1105 N 14 th Street

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at **1105 N 14th Street**, we have concluded that the property in question does fall within the 300ft boundary of **1 daycare**; therefore, it will require a variance according to City Ordinance sections 11-3-4. Notices must be sent to the property owners within the 300-foot boundary and a public hearing and publication in the local newspaper is required.

Thank You,

Engineering Department

Attachment 1 shows the property and the relative location of 1 daycare; suspected to be close to the property. VIP Providers Inc is within the 300-foot boundary. All properties within the 300-foot boundary are shown with their short Property ID by the Kleberg Appraisal District.



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

received
10-26-2020

**OFF-PREMISE
PREQUALIFICATION PACKET**

L-OFF (12/2019)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

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<input type="checkbox"/> Reinstatement		<input type="checkbox"/> Reinstatement and Change of Trade Name License/Permit Number _____	
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5. Location Address 1105 N 14th St			
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6. Mailing Address 4711 Norsworthy Dr		City Sugarland	State TX Zip Code 77479
7. Business Phone No.		Alternate Phone No. 832-715-8034	E-mail Address nick.kurji@gmail.com

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<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> City/County/University
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<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Joint Venture	
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Trust	
9. Owner of Business /Applicant (Name of Corporation, LLC, etc.) Zahra K Enterprise Inc.		

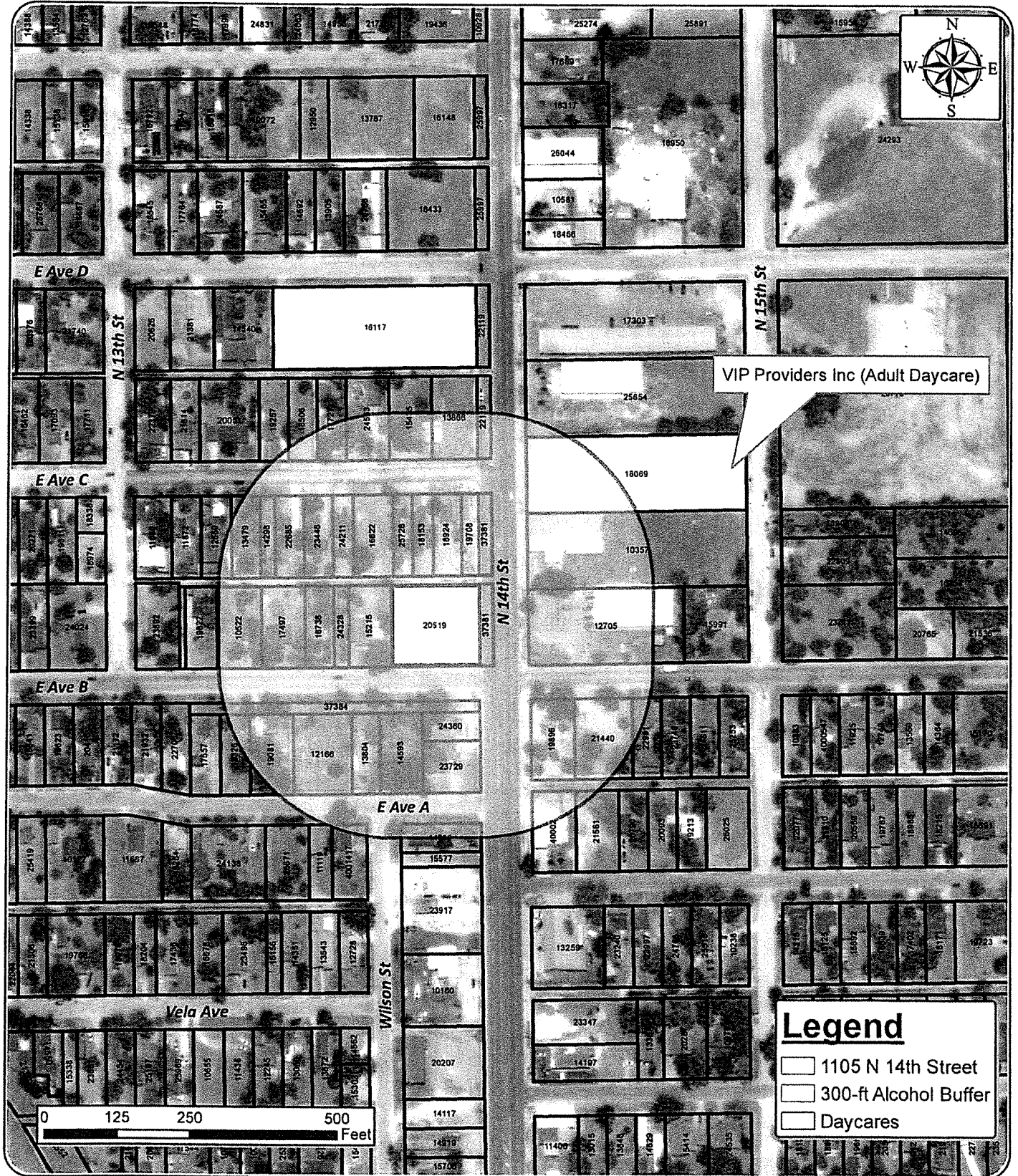
PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact phone and email are mandatory and must be active and updated regularly. If additional information is needed, it will be requested from this contact person. Delays in responding to requests may delay the processing and approval of your permit/license.

10. Contact Person: Jazmin Flores	Relation to Business: Authorized Agent
Phone (mandatory): 346-208-0517	Email (mandatory): jaz.virago@icloud.com

TABC DATESTAMP

Alcohol Permit - 1105 N 14th Street



Document Path: L:\Joseph Coufal\Alcohol Permits\Alcohol Permit Base Map.mxd

Page 1 / 1	Drawn By: Engineering Dept.	<p>DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave Kingsville, Texas 78363 Office: (361) 595-8007 Fax: (361) 595-8064</p>
	Last Update: 10/28/2020		
	Note: Please see attached documents.		

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, November 23, 2020 at 5:00 P.M. to discuss and/or take action on the following item:

Request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit (BQ) for the establishment known as Kwik Pantry #1 at 1105 N 14th St., Kingsville, Texas.

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

Badgers roll over Falfurrias Jerseys

FRED SALINAS
SPORTS CONTRIBUTOR

The Bishop Badgers came out of a bye week to steamroll the Falfurrias Jerseys 44-0 Friday night in Bishop to improve their record to 2-1 on the season.

Bishop got off to a slow start, scoring only once in the first half.

"We started slow, but we came out in the second half and played very well on both sides of the ball," Bishop Badgers head coach Louie Rodriguez said after the game.

With 2:12 left in the opening quarter, the Badgers jumped out to the early lead with a pass completion from quarterback Manny Piña to receiver Jace Wilson followed by a successful extra-point kick by Waylon Fugate to give Bishop a 7-0 lead.

Meanwhile, the Badger defense held the Jerseys in check and out of the end zone on the ensuing drive.

Bishop took the 7-0 advantage into intermission, as they got ready for the second half.

Whatever was done in the lockers definitely worked because the Badgers came out firing on all cylinders.

Bishop's running back Isaiah Rodriguez weaved 80 yards through traffic on a short reception to reach pay dirt and extend the Badger lead 14-0 after a Fugate kick with 5:29 left in the third quarter.

The Badger defense quickly tacked on another

score on a pick six by defensive back Manny Pelagio followed by a two-point conversion to take a 22-0 lead with 4:38 remaining in the third quarter.

While the Bishop defense continued to control the Jerseys, the Badger offense reached the end zone once again on a short run by Rodriguez to widen the gap 29-0 after a successful Fugate kick with 2:21 left in the third quarter.

With 1:39 remaining in the quarter, Badger linebacker Aaron Carrillo picked off a Jersey pass and returned it for a defensive touchdown to hold a 36-0 advantage.

Bishop kept the pedal to the metal as they successfully performed an on-side kick to keep the ball to end the third quarter.

The Badgers moved down the field eventually scoring as Rodriguez entered the end zone for the third time on the night to end the scoring at 44-0 and the victory.

"It was such a great feeling to dominate in the second half and to see our players and fans so excited. To see our community and fans come out to watch our only home game this season was awesome," Rodriguez said.

Rodriguez went on to say he loved the small-town Texas feeling atmosphere along with the excitement that surrounds Texas high school football and wanted to thank Badger Nation for all the support for coming out to cheer on the Badgers.

In the stats, Bishop collected 20 first downs, while

accumulating 450 yards of total offense in the contest.

Piña led the Badger offense with 282 total yards, the bulk coming via the air with 262 yards on 16 completions out of 26 attempts, with two touchdowns.

Leading the receiving corps was Wilson, with seven receptions for 122 yards and one touchdown, while Rodriguez followed with 87 yards on two catches and one score.

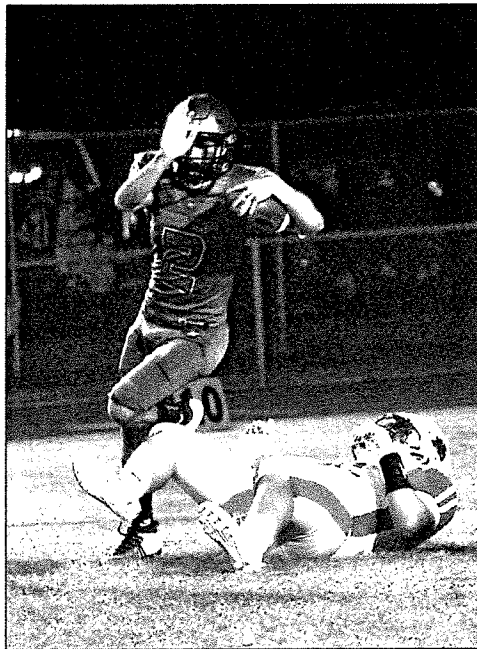
Rodriguez led the ground attack with 111 yards rushing on 19 carries and two touchdowns.

Defensively, Bishop was led by Carrillo with nine tackles (three solo, 12 assisted) and one pick six, while fellow linebacker Noah Jasso collected six tackles (two solo, eight assisted) in the game.

Pelagio also had a pass interception return for a score, while defensive back Marcos Hernandez received the "turnover chain" for the first time in Bishop football history on a pass interception of his own early in the game.

Fugate remained perfect as he went four for four on extra-point attempts to keep his season record unblemished.

"We have a huge game next week and we need as many people there to help cheer these boys on," Rodriguez said. Next up is an upcoming game against the Santa Gertrudis Academy Lions set for 7:30 p.m., Saturday, Nov. 7 at TAMUK Javelina Stadium.



'Excuse me, I have a touchdown to score'

Bishop running back Isaiah Rodriguez leaps over a Jersey defender on his way to lead the Badgers with 111 yards rushing and three touchdowns in the 44-0 shutout victory over Falfurrias. (Photo by Fred Salinas)

Seahawks fall in battle with MMA

The Riviera Seahawks traveled to Harlingen on Friday to take on the Marine Military Academy Leathernecks.

MMA won the game 33-22. The Seahawks fought hard until the final buzzer.

Riviera started five freshmen this week at different positions offensively and defensively and ended the night with many more on the field.

The Leathernecks jumped out to an early lead taking control of the game by halftime. The Seahawks got on

the board in the second quarter with a Nathan Saenz to Adrian Lopez pass from 5 yards out midway through the second quarter.

In the second half the Seahawks put up 16 more points one of those coming on a QB sneak from QB Freshman Peyton Borden who came into the game for Nathan Saenz who was sidelined by an injury late in the 1st half.

The next score was a 42 yard run by Sophomore Jacob Colston who split time with the hard running Steven Beltran. The Seahawks got on

duties.

Borden hooked up with fellow freshman Jacob Soto (who also started on defense) for both 2 point conversion passes.

Borden completed 8 passes (and was picked off by MMA once) to A.J. Guevara, Rolando Garcia, Adrian Lopez and Jacob Soto on the night one of which, a TD pass to Rolando Garcia was called back for a hold.

Defensively the Seahawks were led by Defensive lineman Mark Paz, Joseph Moreno and Freshmen Linebackers D.J. Castillo and Jacob Soto.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 2, 2020 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

S&S Kingsville Construction LLC, owner is requesting the approval of a preliminary plat and final plat for Section 20, Lot 25 of the Kleberg Town and Improvement Company Subdivision also known as Escondido Ranch No. 4. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 14, 2020 at 5:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

S&S Kingsville Construction LLC, owner is requesting the approval of a preliminary plat and final plat for Section 20, Lot 25 of the Kleberg Town and Improvement Company Subdivision also known as Escondido Ranch No. 4. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, November 23, 2020 at 5:00 P.M. to discuss and/or take action on the following item:

Request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit (BQ) for the establishment known as Kwik Pantry #1 at 1105 N 14th St., Kingsville, Texas.

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



The Kingsville Chamber of Commerce is partnering with the Kingsville Visitor's Center for a Holiday Sip and Shop in Historic Downtown Kingsville!

If you would like to be an event sponsor, you need to hurry because you have a limited window!

The event will benefit the Boys and Girls Club of Kingsville

The Sip and Shop will be a family friendly, multi-week and socially distanced event on December 5th, 12th and 19th.

If you need more information on sponsorships please reach out to Manny at the Chamber or Janine at the Visitor's Center

Sip and Shop Sponsorship Packet

Sip and Shop Passport Sample

AGENDA ITEM #5

City of Kingsville Downtown

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Brenda Joyas, Downtown Manager/HPO

DATE: November 23, 2020

SUBJECT: Request for City Support for Kingsville Wine Walk Holiday Sip & Shop

Summary:

The City Commission has a tradition of granting support for community events that benefit the promotion of the City of Kingsville and its historic downtown. It is requested that the City Commission waive the street closing fees and support costs for the Kingsville Wine Walk Holiday Sip & Shop.

Background:

Due to these unprecedented times of Covid-19, the Ranch Hand event had to be cancelled due to its draw of a large crowd. Instead the Director of Tourism, Janine Reyes, put together an event that will spread over three weekends to manage crowds and present the Kingsville Wine Walk Holiday Sip & Shop, an event worthy of substituting Ranch Hand. Proceeds of this event will benefit the Boys and Girls Club of Kingsville.

For any event requiring temporary closure of one or more streets, City ordinances require a fee to be paid for the requisite street closure and require that the City be reimbursed any actual costs and expenses incurred by them in support of the event. Ordinances also allow the City Commission to waive these requirements. Event organizers are still required to comply with all



City ordinances and state laws with regards to health and safety issues, as well as submit a request for a permit for the required street closures.

Financial Impact:

The total event costs to the City for the Kingsville Wine Walk Holiday Sip & Shop are estimated to similar or less to the past La Posada event:

Downtown Event:

Kingsville Wine Walk Holiday Sip & Shop

December 5, 12, 19: 5pm-8pm

Closures from Train Depot (100 block) E. Kleberg to 8th Street

Public Works

- Barricades: Build-up & Tear-down: \$10/hr (15men/6hrs)=\$900, for each day
- Trash and Recycling: Delivery/Pick-up/Dumping: \$6 (x20)= \$120, for each day
- Dumpsters: \$30 (x3)=\$90, for each day

Parade Permit: Waived

Estimated for each day (or less depending on employee/hours worked): \$1,110

Estimated Total (or less depending on employee/hours worked): \$3,330

Recommendation:

It is recommended that the street closing fees be waived, and the services provided by the City in support of this event be considered as in-kind sponsorship.



To be filled in by all event applicants

APPLICANT INFORMATION

Applicant Janine Reyes
Address City 1501 N. Hwy 77 State TX Zip 78363
Phone (361) 592-8518 Cell (361) 455-5946 Email jreyes@CityofKingsville.com

To be filled in if organization is involved

Organization/Company Boys: Girls Club of Kingsville
Address City 1238 E. Kennedy Ave State TX Zip 78363
Phone (361) 592-2100 Cell _____ Email _____
Tax exempt status CB Form of proof _____
Copy of charter _____
Chairman _____
Address City _____ State _____ Zip _____
Phone _____ Cell _____ Email _____
Letter from company authorizing applicant _____
Signature of applicant Janine Reyes DATE: 11/9/2020

Janine Reyes

From: John Perez <ceo@bgckingsville.com>
Sent: Monday, November 9, 2020 2:45 PM
To: Janine Reyes

This sender is trusted.

Janine,

Please be advised:

I John Perez agree to co-host the wine walk sip & shop event with the city of Kingsville tourism department. All proceeds will be going to the Boys and Girls Club of Kingsville.

December 5,12,19

Thank you

JP

John Perez, CEO
Boys & Girls Club of Kingsville
1238 E. Kenedy
Kingsville TX 78363
ceo@bgckingsville.com
361-592-2100

GREAT FUTURES START HERE.

To be filled in about all events

EVENT INFORMATION

Community ☒ Charity ☒ Church ☐ School ☐ Private ☐
Recreational ☐ Street Closing: ☒ Charitable Solicitation ☐ Parade ☐
Date of event _____ Name of Activity _____

Description of the event with purpose/schedule/itinerary Sip & Shop event
to include 5 pour tables and Christmas shopping.

Estimated Attendance (minimum/likely/maximum) 250 / 500

Vendors of merchandise 10

Vendors of food 0 Restaurants to remain open

Alcohol sold or served ☒

Vendor fees charged \$50/winning

Price of Admission \$25 / \$10 Price of participation 0

For income producing events, list where the proceeds go Boys and Girls
Club of Kingsville

PERMITS & FEES REQUIRED

Street Closure: Neighborhood ☐ \$0 Small ☐ \$100 Large ☐ \$150 Parade ☐ \$0

Charitable Solicitation ☐ \$25 Speaker ☐ \$0 Vendor ☐ \$25 Parade Vendor ☐ \$10

Food: Establishment or mobile ☐ \$100 Temporary ☐ \$25 Nonprofit ☐ \$10

Food handler ☐ \$10 Nonprofit food handler group ☐ \$20

Reimbursement of costs: City may charge actual costs for its expenses, may request 4% of gross receipts, and may charge a \$15 cleaning deposit. Beer and wine and liquor permits are handled by the State; however the City must approve liquor sales and serving on public property. Street closures require indemnification forms.

Signature of applicant Janine Keggs DATE: 11/16/2020

STREET CLOSURES/PARADES

Date(s)/Times of parade/street closure 3 pm to 8 pm ^{12/5} ^{12/12} ^{12/19}

Assembly/set up time 2 pm Breakdown time 8:30 pm

Duration of Parade None

Location of assembly area and/or street 100, 200, 300 Block of E. Kleberg

Parade units (floats and modified vehicles) may require inspection by fire marshal and/or building official _____

Time units will arrive at assembly area N/A

List all streets that will be affected or closed for the event 100-300 E. Kleberg, Alarcon + Yoakum, 10th @ Yoakum, 7th @ Yoakum, 8th @ Kleberg, 11th @ King, 11th @ King Alley by Embroidle

Attach map showing event area or parade route. The need for street closures, barricades and/or other equipment and services must be identified.

Have 80% of affected property owners been contacted and approved of the street closure? Yes

Approximate number of people N/A Animals _____ Vehicles _____

Arrangements for "throws" N/A

Length of parade N/A Maximum spacing _____

Will parking be restricted? Yes

Are barricades needed? Yes

City to provide barricades ☒ Set up barricades ☒ Remove barricades _____

Escort needed NO

Other information required by City _____

Signature of applicant Amine Aguilera DATE: 11/6/2020

To be filled in as required

ADDITIONAL INFORMATION

- ☒ Security plan that states what type of security is needed. *Working w/ KPD. Two*
- ☒ *off duty officers to be hired.*
- ☒ Procedure for notifying affected tenants/property/business owners of the activity, closures, and/or detours. (80% approval) *Visits w/ merchants & large*
- ☒ *merchant participation*
- ☒ List of all permits & licenses required (ex. TABC, Vendor, Health) *TABC permit to be obtained*
- ☒ Statement of intent to provide insurance coverage
- ☒ Arrangements made to avoid competition with local businesses
- ☒ Arrangements made to collect local sales tax

N/A Inspection of Floats

EVENT NEEDS

- ☐ Exclusive use of a facility, space, equipment or services
- ☒ City of Kingsville Police Department officers
- ☐ Fire Department personnel
- ☒ Traffic cones or barricades
- ☒ Trash Dumpster or cans
- ☐ Street Sweeper
- ☐ Electrical Power
- ☐ Water
- ☐ Restrooms
- ☐ First Aid
- ☐ Indemnification
- ☐ Insurance
- ☐ Stages, tables, chairs, booths, equipment
- ☐ Other _____

CITY EVENT SPONSORSHIP/PARTNERSHIP

City ordinances allow for various fees for the various permits that apply to events. In addition, there are provisions for charges for City services, equipment, and materials. There are even provisions for the City to share in proceeds generated by events.

The City is very interested in supporting events that meet municipal goals and which advance the economic vitality, quality of life, and civic pride of the overall community. To that end, the City considers waiving fees and charges, on a case-by-case basis.

The City's considerations are:

1. How will the City's contribution of labor, equipment, materials, and other taxpayer-financed resources benefit the economy, quality of life, or community identity?
2. How will the City taxpayers' contribution be acknowledged?
3. What sponsorship benefits are being offered: naming opportunities, inclusion in media, other public recognition, etc.?

1. Hotel packages are being offered to increase Hot revenue, shopping is being encouraged; incentivized King Ranch also booking special Sunday tours

2- City logo included in all advertising material: spots.

3. City to share in all sponsor benefits.

To be filled in for in-street charitable solicitations only

12/5/12

IN STREET CHARITABLE SOLICITATION

Date(s) and Times of solicitation 12/5/12
(Limited to up to 3 days, 9AM to one hour prior to sunset)

Location of solicitation (Attach Map) _____

(Limited to within 100 feet of an intersection equipped with traffic control signal lights)

Names, addresses, phone numbers, and ages (must be 18) of each individual who will be soliciting

Purpose of Solicitation _____

Proof of liability insurance
(\$500,000) _____

Indemnification agreement with City _____

Fee \$25 _____

ANY OTHER INFORMATION DEEMED NECESSARY BY CHIEF OF POLICE
Each person soliciting shall: have a copy of permit to display if requested by anyone; be named in the permit; wear a visibility vest; be in street only when the traffic light prohibits vehicle movement in that lane; remain within 100 feet of the approved intersection while soliciting;

Traffic cones shall be placed on the centerline on all approaches to the intersection, between 100 and 150 feet from the intersection.

It is an offense to tamper with or post any object on median markers, reflectors, control boxes, traffic signs or pedestrian walk lights.

Signature of Applicant _____ DATE: _____

Required for all events

HOLD HARMLESS AGREEMENT

In consideration of the City of Kingsville authorizing the temporary use and/or partial closure of certain streets, rights-of-way or other City property, namely:

The use of: 100 - 300 E. Kleberg Avenue
(Name of Streets or Facility Involved)

By: Boys & Girls Club / City of Kingsville For: Wine Walk Holiday Sip Shop
(Name of Organizing Entity) (Description of Event)

To be held on Dec 5, 2019 Organizer hereby agrees to indemnify, protect, and hold harmless the City of Kingsville, officers, officials, volunteers and employees from and against any and all liability or alleged liability in any form whatsoever including but not limited to all claims, demands, suits, judgments or causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of persons and any losses for damages to property caused by or alleged to be caused, arising out of, or alleged to arise out of, either directly or indirectly from any cause whatsoever in connection with or incidental to the temporary closure of certain streets, rights-of-way or other City property, as described above, whether or not said claims, demands, causes of actions are caused by the sole negligence of the City, its officers, officials, volunteers and employees, or whether it is caused by concurrent negligence of the City and a party to this agreement, or whether it was caused by concurrent negligence of the City and some other third party. Notwithstanding the foregoing, the Organizer specifically agrees to so indemnify, protect, and hold harmless the City from and against any and all liability that may be made or pursued by any agent, employee, officer or other person connected to Organizer or by any person who is a participant or bystander at Organizer's event in connection with or incidental to the temporary closure described above which is alleged to be attributed to any condition of or upon the City's property, facilities, material, or equipment. The Organizer also agrees to waive any and all claims it may have against City resulting from or arising out of claims and suits covered by this Agreement and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstances against City, its officers, officials, volunteers and employees. Organizer further agrees to release the City its agents, officers and employees from all claims, demands, suits, causes or action or judgments which Organizer ever had, now has, or may have in the future or any claim to have against the City, arising out of or in any way connected with the temporary closure described above, whether or not said claims, demands, suits, causes or action or judgments are caused by the sole negligence of the City, its officers, officials, volunteers and employees, or whether it was caused by concurrent negligence of the City and a party to this agreement, or whether it was caused by concurrent negligence of the City and some other third party.

Signed: Janine Reyes

Date Nov. 6, 2020

Printed Name and Organization Name Janine Reyes for Boys & Girls Club of Kingsville

ACCEPTED BY CITY:

Signed: _____

Printed Name and Title _____

Date _____, 2012

State of Texas, County of Kleberg

SUBSCRIBED AND SWORN before me, by the said _____ on this _____ day of _____, 2012.

Seal

Notary Public Signature: _____

This liability form releasing the City of Kingsville from any & all damages must be signed by owner or agent.

September 22, 2020

Wine Walk Holiday Sip & Shop, December 5th, 12th and 19th, 3 p.m. to 8 p.m.. I give my approval for the required street closure for these parades and events.

In signing, I affirm that I am the managing tenant or, if the building is vacant, I am the managing property owner of the below named property.

<u>204 E Kleberg Ave</u>	<u>[Signature]</u>	<u>9-25-20</u>
Property address	Signature	Date
<u>206 E Kleberg Ave</u>	<u>[Signature]</u>	<u>9-25-20</u>
Property address	Signature	Date
<u>210 E Kleberg Ave</u>	<u>[Signature]</u>	<u>9-25-20</u>
Property address	Signature	Date
<u>213 E Kleberg Ave</u>	<u>[Signature]</u>	<u>9/22/2020</u>
Property address	Signature	Date
<u>215 E Kleberg Ave</u>	<u>[Signature]</u>	<u>9/22/2020</u>
Property address	Signature	Date
<u>214 E Kleberg Ave</u>	<u>[Signature]</u>	<u> </u>
Property address	Signature	Date
<u>316 E Kleberg Ave</u>	<u>[Signature]</u>	<u>9-24-20</u>
Property address	Signature	Date
<u>308 E Kleberg</u>	<u>[Signature]</u>	<u>9-24-20</u>
Property address	Signature	Date
<u>310 E Kleberg</u>	<u>[Signature]</u>	<u> </u>
Property address	Signature	Date
<u>312 E Kleberg</u>	<u>[Signature]</u>	<u> </u>
Property address	Signature	Date
<u>220 1/2 E Kleberg</u>	<u>[Signature]</u>	<u>9-25-20</u>
Property address	Signature	Date
<u>205 E Kleberg</u>	<u>[Signature]</u>	<u> </u>
Property address	Signature	Date

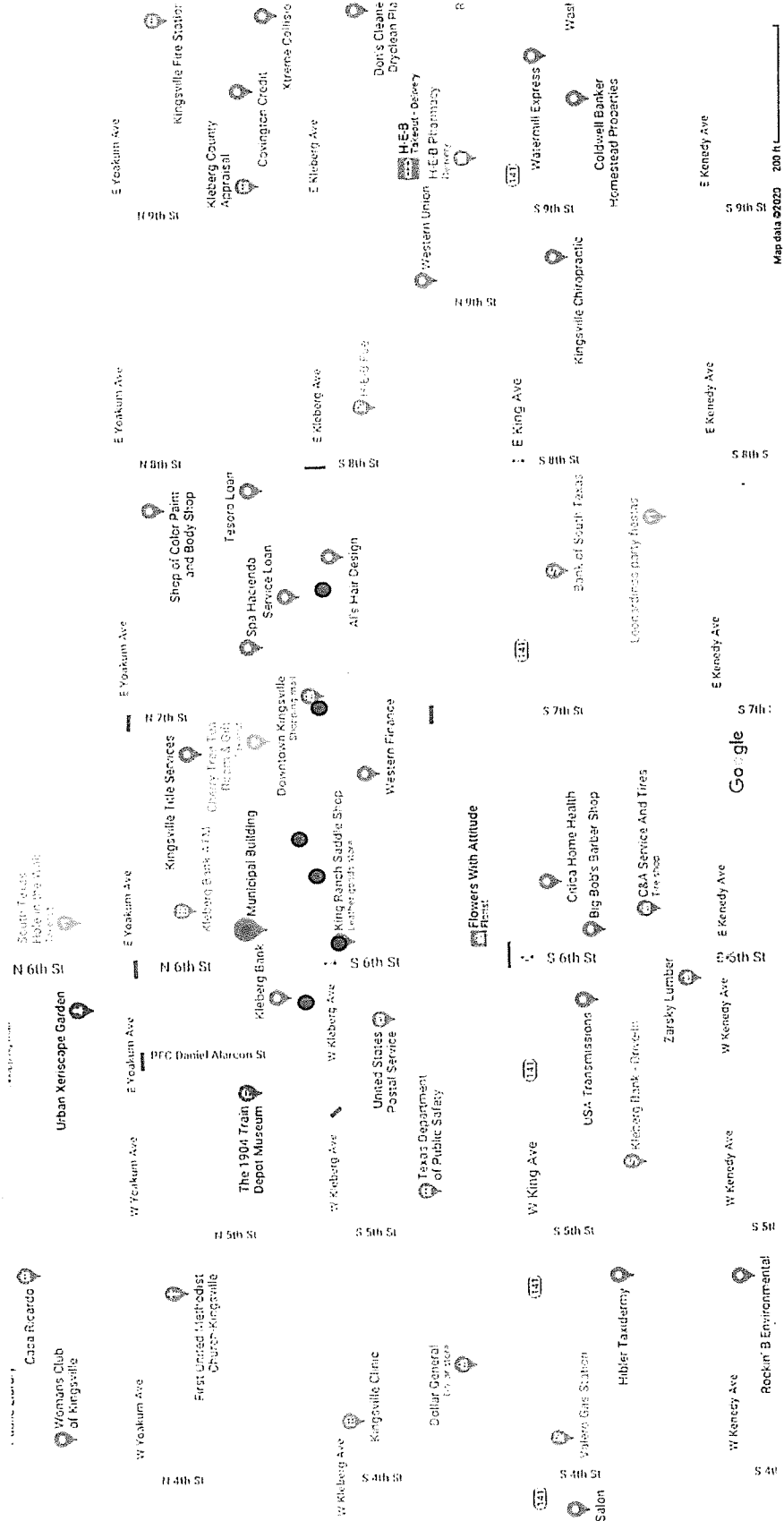
September 22, 2020

Wine Walk Holiday Sip & Shop, December 5th, 12th and 19th, 3 p.m. to 8 p.m.. I give my approval for the required street closure for these parades and events.

In signing, I affirm that I am the managing tenant or, if the building is vacant, I am the managing property owner of the below named property.

<u>201 E Kleberg</u> Property address	<u>[Signature]</u> Signature	<u>9-25-20</u> Date
<u>220 E Kleberg</u> Property address	<u>[Signature]</u> Signature	<u>9-29-20</u> Date
<u>222 E. Kleberg</u> Property address	<u>Johanne Johnson</u> Signature	<u>9-29-20</u> Date
<u>222 E. Kleberg</u> Property address	<u>[Signature]</u> Signature	<u>9-29-20</u> Date
<u>221 E. Kleberg</u> Property address	<u>[Signature]</u> Signature	<u>9/29/20</u> Date
<u>328 E. Kleberg</u> Property address	<u>Christine Villalta</u> Signature	<u>10/01/20</u> Date
<u>318 E. Kleberg Ave</u> Property address	<u>[Signature]</u> Signature	<u>10-2-20</u> Date
<u>313 E. Kleberg Ave</u> Property address	<u>[Signature]</u> Signature	<u>10-2-20</u> Date
<u>311 E Kleberg</u> Property address	<u>Joe Di Francesco</u> Signature	<u>10-2-20</u> Date
<u>Property address</u>	<u>Signature</u>	<u>Date</u>
<u>Property address</u>	<u>Signature</u>	<u>Date</u>
<u>Property address</u>	<u>Signature</u>	<u>Date</u>

17 total



AGENDA ITEM #6

CERTIFICATE FOR RESOLUTION

We, the undersigned Mayor and City Secretary of the City of Kingsville, Texas (the "City"), hereby certify as follows:

1. The City Commission of the City (the "City Commission") convened in regular session, open to the public, on November 23, 2020 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to wit:

Sam R. Fugate, Mayor
Hector Hinojosa, Commissioner
Ann Marie Torres, Commissioner

Edna Lopez, Commissioner
Norma Nelda Alvarez, Commissioner

and all of said persons were present, except _____, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled:

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES

(the "Resolution") was duly introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:

YES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the City Commission's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Commission's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the City Commission as indicated therein; each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE,
TEXAS ON NOVEMBER 23, 2020.

City Secretary

Mayor

(CITY SEAL)

RESOLUTION NO. 2020-_____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES

WHEREAS, the City of Kingsville, Texas (the "City") desires to pay expenditures in connection with the design, planning, acquisition, construction, equipping, and/or renovating of the project or facilities described in Exhibit A attached hereto (the "Project");

WHEREAS, Chapter 1201, Texas Government Code (the "Code") permits the City to use the proceeds of obligations to reimburse the City for costs attributable to the Project paid or incurred before the date of issuance of such obligations; and

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the objectives of the City's programs and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

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

Section 1. This Resolution declares the intention of the City to reimburse the expenditures for the Project with the proceeds of obligations. The City presently intends to reimburse the expenditure by incurring obligations issued under Texas law, the interest on which is excludable from gross income under section 103 of the Internal Revenue Code of 1986, as amended.

Section 2. The City reasonably expects to incur debt, in one or more series of obligations, in an aggregate maximum principal amount now estimated to be \$1,500,000 for the purpose of paying the costs for the acquisition of certain property and related improvements for the City.

Section 3. The City intends to reimburse the expenditures hereunder not later than 18 months after the date the original expenditure is paid or the date the Project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the Project is a construction project for which the City and a licensed architect or engineer have certified that at least five years are necessary to complete the Project in which event the maximum reimbursement period is five years after the date of the original expenditure.

Section 4. The City intends that this Resolution satisfy the official intent requirement set forth in Section 1.150-2 of the Treasury Regulations and evidences its intentions under Section 1201.042(c) of the Code.

Section 5. This Resolution shall be liberally construed to evidence the intent of the City to comply with state law and federal income tax law in the issuance of tax-exempt obligations for the Project.

Approved on this the 23rd day of November, 2020 by a majority vote of the City Commission of the City of Kingsville, Texas.

Sam R. Fugate, Mayor

Attest: _____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Providing for the payment of contractual obligations to be incurred in connection with the design, planning, purchasing, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, including (1) police vehicles; (2) backhoe; (3) fire command vehicle; (4) garbage trucks and (5) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal).

AGENDA ITEM #7



FINANCE MEMORANDUM

TO: Mark McLaughlin, City Manager
FROM: Deborah Balli, Finance Director
DATE: November 17, 2020
SUBJECT: Azavar Services Agreement

Background: The City of King'sville has determined the need to continue audits to be conducted on sales taxes paid by businesses to review any reporting errors resulting in decreased revenue.

The Finance Department is requesting to enlist the services of Azavar which is a company that specializes in this type of audit.

Financial Impact: Their agreement is based on a 22% contingency fee, so there would not be a financial impact to the budget.

Recommendation:

This Finance Department recommends enlisting the services of Azavar to conduct a sales tax audit.

RESOLUTION #2020-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH AZAVAR AUDIT SOLUTIONS, INC.; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville is looking to have sales tax receipts audited to ensure appropriate funds are being received and Finance staff has been in contact with Azavar Audit Solutions, Inc. ("Azavar") and other vendors of such services; and

WHEREAS, Azavar is a leading provider of a variety of revenue audit services for governmental entities; and

WHEREAS, the parties have worked on a Professional Services Agreement for compliance audits & ongoing revenue maximization and monitoring services on a contingency basis; and

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

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Professional Services Agreement between the City of Kingsville and Azavar Audit Solutions, Inc. 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 23rd day of November, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

This Professional Services Agreement (this "Agreement") is made and entered into on the 31st day of December, 2020 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Kingsville, a Texas municipal corporation having its principal place of business at 400 West King Avenue Kingsville, Texas 78363 ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services ("Services") in accordance with written statements of work agreed to by the parties (each, a "Statement of Work") attached hereto as Exhibit A, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.

1.2 Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.

1.3 Customer agrees to provide reasonable facilities and space should Azavar work on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. PAYMENT TERMS. Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within thirty (30) days of the date of

each invoice. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement, any Statement of Work attached hereto, and seek recovery of all estimated fees due to Azavar. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other, which is proprietary, private, and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefore shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take

such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

7.1 This Agreement shall be effective ("Term") from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar ("Initial Term") and automatic renewal terms ("Renewal Terms"). The Initial Term shall be for a twelve (12) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive twelve (12) month periods, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.

7.2 Termination for any cause or under any provision of this Agreement shall not

prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:
General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard
Suite 2100
Chicago, Illinois 60604

If to Customer:
Finance Director
City of Kingsville
400 West King Avenue
Kingsville, Texas 78363

9. ASSIGNMENT. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. NONSOLICITATION OF EMPLOYEES. During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section 10.

11. USE OF CUSTOMER NAME. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

COMPLETE AGREEMENT

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Texas and the parties hereby consent to the jurisdiction of the courts of the State of Texas.

City of Kingsville, Texas

BY:

NAME:

TITLE:

Azavar Audit Solutions, Inc.

BY:

NAME:

TITLE:

EXHIBIT A – STATEMENT OF WORK 1

This Statement of Work ("Statement of Work") is made and entered into on this 31st Day of December, 2020 by and between Azavar Audit Solutions, Inc., an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Kingsville, Texas, a Texas municipal corporation having its principal place of business at 400 West King Avenue, Kingsville, Texas 78363 ("Customer").

WHEREBY the parties entered into a Professional Services Agreement ("Agreement") by signature by the parties attached hereto on December 31, 2020.

1. **COMPLIANCE AUDITS & ONGOING REVENUE MAXIMIZATION AND MONITORING SERVICES:** In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:
- (a) Azavar, as Customer's authorized agent and third-party administrator ("TPA"), shall undertake a Local Government Revenue Compliance Audit, Maximization, and Monitoring Program ("Revenue TPA Program") on behalf of the Customer. As part of the Revenue TPA Program Azavar shall, on behalf of the Customer, separately review, audit, maximize, and regularly monitor for the Term of this Statement of Work any and all sources of Customer revenue and related expenses ("Audits"), including, but not limited to, each sales, occupation, and use tax, ordinance, license, service fee, contract, franchise agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenses imposed by or upon the Customer within the Customer's corporate boundaries, and as permitted by the Customers' ordinances and state and federal law, including those revenues, whether levied, imposed, or administered by the Customer, elsewhere locally, by the state or federal government, taxpayers, remitters, or those that should be remitting any funds or savings to the Customer ("Auditee(s)"), revenues and expenditures related to (and where applicable), but not limited to the following:
- i. Electricity providers and/or consumers
 - ii. Natural gas providers and/or consumers
 - iii. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
 - iv. Telecommunications (i.e. phone, fiber, wireless, etc.) providers and/or consumers
 - v. Water, sewer, and/or stormwater providers and/or consumers
 - vi. Waste or refuse hauling providers and/or consumers
 - vii. Fuel providers and/or consumers, oil and gas well drilling and production, and oil and gas pipelines in right-of-way
 - viii. Locally imposed, levied, and/or administered charges, fees, or fines
 - ix. Locally imposed and/or administered Business Licenses, Registrations, or Occupation Taxes
 - x. Locally imposed and/or administered Residential Rental Licenses
 - xi. Taxpayers subject to Property Taxes and Levies
 - xii. Taxpayers subject to Vehicle Related Fees or Taxes (i.e. Wheel Tax, Rental Tax, etc.)
 - xiii. Taxpayers subject to Local Amusement or Entertainment Taxes
 - xiv. Taxpayers subject to Business License and/or Registration Fees
 - xv. Taxpayers subject to the Food & Beverage, Restaurant, or Places of Eating Tax
 - xvi. Taxpayers subject to Liquor Licenses and/or Taxes
 - xvii. Online travel companies and short-term online rental management platforms taxpayers subject to local occupation/sales/use taxes
 - xviii. Taxpayers subject to Real Estate Transfer Taxes
 - xix. A review of revenues distributed to the Customer by the state, including reviewing state distributions and address designations for sales tax, remote sellers sales tax, service taxes, use taxes, and service use taxes.
 - xx. Should the Customer own or operate its own utilities including, but not limited to, electric, natural gas, water, or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.
- (b) The purpose of each Audit is to determine past, present, and future taxes, license fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and state law, the Customer's own local ordinances and databases, any agreements, contracts or bills between Customer and Auditee are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits reports detailing compliance findings and findings of monies paid, due, or potentially due to the Customer for review by the Customer per Auditee ("Findings"). Where already allowable by existing Customer contracts or agreements or federal, state, or local laws or ordinances, this Statement of Work authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Additionally, Azavar shall regularly monitor all revenues and related expenditures monthly during the Term of this Agreement and shall make any corrections accordingly. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of this Statement of Work, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
- (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Statement of Work and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees during the Term of this Statement of Work that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or agreements related to any Audits as contemplated under this Statement of Work without Azavar's prior written consent;
- (d) In order to perform the Audits, Azavar shall require full access to Customer records and Auditee records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Auditees. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Auditees when requested by Azavar. Customer shall notify Azavar of any Auditee communications or requested meetings with Customer and shall include Azavar in said communications and meetings. Customer shall also designate one (1) professional staff member to be the Customer's Primary Contact. During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will

immediately terminate its Audit for that specific Auditee and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof;

- (e) Customer acknowledges that each Auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an Auditee will take to limit its responsibility or liability during an Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees for that Audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits and that would have been compensable under Section 2 of this Statement of Work;
- (f) During the Audits, Azavar will educate fee and taxpayers and provide all necessary support to onboard them to file and remit payments to Customer using Azavar software as defined in Exhibit A – Statement of Work 2;
- (g) Audit timelines and processes are set in accordance with Azavar's proprietary audit process and applicable law. The first Audit start date is expected to be within no later than thirty (30) days from the date of this Statement of Work unless changed and approved by the Customer's Primary Contact;
- (h) Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping Audit work may take place at the discretion of Azavar. Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer's Primary Contact and will occur approximately every quarter;
- (i) Jason Perry, Local Government Revenue Compliance Audit, Maximization, and Monitoring Program, and Azavar specialists will be auditors under this Statement of Work. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

2. PAYMENT TERMS.

- 2.1 Customer shall compensate Azavar the fees set forth in this Statement of Work on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Statement of Work. Should Customer negotiate, abate, cancel, amend, delay, or waive, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-nine (39) months. If Customer later implements during the subsequent thirty-nine (39) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-nine (39) months at the contingency fee rates set forth below.
- 2.2 For Audits pertaining to prospective short-term online rental management platform, and/or online travel company, and sales and use tax Findings (under Paragraph 1.(a).xvii and 1.(a) xix, Customer shall pay Azavar an amount equal to twenty-two (22) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for twenty-two (22) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to twenty-two (22) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent twenty-two (22) month period for each account individually will accrue to the sole benefit of the Customer.
- 2.3 For Audits pertaining to franchise fees findings (under Paragraph 1.(a).v), Customer shall pay Azavar an amount equal to thirty-three (33) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty- nine (39) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to thirty-three (33) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent thirty-nine (39) month period for each account individually will accrue to the sole benefit of the Customer.
- 2.4 For any and all other Audits and/or Findings including Solid Waste(under Section 1), Customer shall pay Azavar an amount equal to thirty-nine (39) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty-nine (39) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to thirty-nine (39) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent thirty-nine (39) month period for each account individually will accrue to the sole benefit of the Customer.
- 2.5 Customer shall reimburse Azavar's travel expenses, which shall be preapproved in writing by the Customer, in accordance with Internal Revenue Service guidelines and rules.

3. **COMPLETE AGREEMENT:** This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER CITY OF KINGSVILLE, TEXAS

By _____

By _____

Title _____

Title _____

AGENDA ITEM #8

**City of Kingsville
Parks & Recreation**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Susan Ivy, Parks Director

Date: November 18,2020

SUBJECT: Rollover of Golf Improvement funds

Summary:

In late fiscal year 2019/2020 Commission approved \$100,000.00 to be dedicated to emergency greens repair, fairway improvements and other improvements needed at the golf course.

These funds were added to the funds committed by the City and County fairway renovation projects in fund 026.

When the fiscal year ran out there was \$111,584 remaining in the fund after expenses funds for repairs to greens, sand purchase, backhoe rental, purchasing turf grass, contracting the consultant currently assisting with developing the annual maintenance and operation plan. The chemical application plan has been finalized and training and application will begin on Saturday, November 21st.

We are asking that the entire balance of \$111,584 be rolled over so that we can continue with the greens renovation, increased chemical plan, fairway renovations, sand trap fill in, cleanout, seeding, t box improvements and other things that may come from advisements from the consultants review.

Financial Impact: The golf course improvement fund budget (026) will be increased by \$111,584.

Recommendation: I respectfully request that City Commission approve the request for the Golf Course Improvement budget (fund 026) be amended to reflect an additional \$111,584 to be expended as detailed above.



ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO APPROPRIATE FUNDING FOR THE ROLLOVER PROJECT FOR GREENS MAINTENANCE AND REPAIRS.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 026 – Golf Course Capital Maintenance					
<u>Expenditures</u>					
4502	Golf	Grounds & Perm Fixtures	59100	\$111,584	

[To amend the City of Kingsville FY 20-21 Budget to appropriate funding for the rollover project for greens maintenance and repairs. Funds will come the unappropriated fund balance.]

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 November, 2020.

PASSED AND APPROVED on this the 14th day of December, 2020.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #9

AGENDA ITEM #10

RESOLUTION #2020-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED ECONOMIC INCENTIVE AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND D'VILLE PARTNERS, LLC; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville, Texas ("City") desires to implement economic development programs authorized by Texas law and approved by the Kingsville City Commission, including those authorized by Chapter 380 of the Texas Local Government Code, to promote State and local economic development and to stimulate business and commercial activity in the City of Kingsville, Texas; and

WHEREAS, the City finds that the financial incentives to assist the developer with recouping some of the development costs for the Duece D'Ville, LLC ("Company") as stated in the previously approved Economic Incentive Agreement in a maximum amount not to exceed the amount stated in the agreement for the construction of a building for Starbucks on real property within the city limits of Kingsville, Texas would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose; and

WHEREAS, the City intends to provide the financial incentives as stated in the agreement in exchange for Company developing and constructing prior to February 1, 2020 a commercial property for Starbucks Inc. within the city limits of Kingsville, Texas; and

WHEREAS, if Company does not meet the requirements set out in the agreement, then Company shall pay back to City all of the economic benefits received, if any, no later than 120 days following receiving such notice from the City; and

WHEREAS, the City approved an economic incentive agreement with Duece D'Ville, LLC on July 8, 2019 via Resolution #2019-57 and has been approached by the developer to amend that agreement to: 1) provide for a different form of economic incentive and 2) assign the agreement to another entity, D'Ville Partners, LLC; and

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

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Amended Economic Incentive Agreement between the City of Kingsville, Texas and D'Ville Partners, LLC 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 23rd day of November, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**AMENDED ECONOMIC INCENTIVE AGREEMENT
BETWEEN THE
CITY OF KINGSVILLE, TEXAS
AND
D'VILLE PARTNERS, LLC**

This Amended Economic Incentive Agreement ("Agreement") is made and entered into by and between the City of Kingsville, Texas (the "City"), a home-rule, municipal corporation in the State of Texas, and D'Ville Partners, LLC (the "Company") under a requested assignment from Duece D'Ville, LLC, a Texas limited liability corporation, pursuant to an economic development agreement approved on July 8, 2019 by the City Commission via Resolution #2019-57, and for the purposes and considerations stated below.

RECITALS:

WHEREAS, the City and the Company are desirous to amend the Agreement.

WHEREAS, the City and the Company entered in the Agreement with an Effective Date of September 9, 2019 to provide economic incentives as stated in Section 3 of this agreement in exchange for Company developing and constructing for business a new commercial enterprise, Starbucks Corporation, a publicly traded company ("Starbucks"), within the City limits of Kingsville, Texas ("the Starbucks Development" or "Tenant") prior to February 1, 2020 as authorized by Texas law and approved by the City Commission, including those authorized by Chapter 380 of the Texas Local Government Code, to promote State and local economic development and to stimulate business and commercial activity in the City of Kingsville, Texas; and

WHEREAS, the City and the Company now desire to amend the Agreement to: 1) provide for a different form of economic incentive as noted in paragraph 3.3, and 2) assign the agreement to another entity, D'Ville Partners, LLC; and

WHEREAS, if Company does not meet the afore-mentioned requirements, then Company shall pay back to City all of the economic incentives received after default is declared by City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

SECTION 1 Authorization: This Agreement is authorized by §380.001 of the Texas Local Government Code. The recitals set forth above are hereby found to be true and correct for all purposes.

SECTION 2 Term: This Agreement shall be effective as of the date of execution by both parties. This Agreement shall remain in full force and effect until the City and Company have completed their respective obligations hereunder or has been earlier terminated by the parties in writing.

SECTION 3 Economic Incentives: City shall provide economic incentives as stated below that are conditioned on the new commercial business, Starbucks, that Company is to construct for Starbucks to operate for business in Kingsville, Texas, opening in calendar year 2020.

3.1 The City of Kingsville and Company agree and acknowledge that this Agreement has provided for economic incentives, under the conditions set forth herein. The City will provide economic incentives through two methods: 1) a one-time monetary grant of funds in the amount of thirty-thousand dollars (\$30,000.00) to assist with costs incurred in the initial development of the Project that is conditioned on two milestones being met, and 2) for the duration of this agreement the City will provide a monetary incentive equal to the city sales tax returned by the State of Texas for taxable sales generated on the Property covered by this agreement (the "Starbucks Sales Tax Rebate") conditioned on meeting certain criteria as stated below, which shall not in total exceed twenty thousand dollars (\$20,000.00). In no event shall the combination of City's monetary incentives ever exceed \$50,000.00.

3.2 The provision of a one-time grant of thirty-thousand dollars (\$30,000.00), was split and paid into two payments and as conditioned on the successful achievement of two completed milestones. The milestones are as follows: 1) upon the issuance of all building construction permit fees, the Company will receive \$15,000; and 2) upon the receipt of a certificate of completion for the Starbucks Project that is to be constructed by Company, the Company will receive \$15,000.

3.3 The monetary incentive comprising the Starbucks Sales Tax Rebate, shall be disbursed quarterly for the preceding three months of taxable sales at the Property that are received by the City. The City sales tax rate is \$.015 per one dollar (\$1.00). As it takes up to two months from the time of sale for the City to receive its portion of the sales tax from the State, sales tax rebate payments under this section would begin four months after approval by both parties. Quarterly payments would be made on the 20th of the month following the end of each quarter. If no Sales and Use Tax receipts are received for any quarter, no payment shall be due for that quarter.

3.4 Definitions. The following definitions apply to this agreement. "Sales Tax Receipts" shall mean the City's receipts from the State of Texas of monies reflecting Tenant's collections of Sales and Use Tax for the applicable Grant Period for the sale of Taxable Items Consummated in the City at the Property.

"Sales and Use Tax" for the purposes of this Agreement shall mean seventy-five percent (75%) of the 1.5% portion of all taxes collected as imposed pursuant to Chapter 321 of the Texas Tax Code on the Sale of Taxable Items by the Tenant's store consummated in the City at the Property (it is estimated that the 75% of all taxes collected will be a 1.5% sales tax and it is expressly understood that the City's Sales and Use Tax is being used only as measurement for its participation through the use of general funds).

"State of Texas" shall mean the office of the Texas Comptroller of Public Accounts, or its successor.

"Taxable Items" shall have the same meaning assigned by Chapter 151, Tex. Tax Code, as amended.

3.5 Amended Sales Tax Returns. In the event that Tenant files an amended Sales and Use Tax return or report or if additional Sales and Use Tax is due and owing by Tenant to the State of Texas, as determined by or as approved by the State of Texas, affecting Sales and Use Tax Receipts for a previous Grant Period, then the Grant payment for the Grant Period immediately following the City's receipt of Sales Tax Receipts from the State of Texas shall be adjusted accordingly.

3.6 Confidentiality. The City agrees, to the extent allowed by law, to keep all information and documentation received from the State of Texas pursuant to this Agreement hereof ("Confidential Tax Information") confidential. The City will only provide access to the

Confidential Tax Information to its employees, independent contractors or agents on a “need-to-know” basis. The City will use the Confidential Tax Information solely for the purposes of determining the Company’s entitlement to a Grant, a refund or to determine if any additional Sales and Use Tax is due. The City will not, without the Company’s and Tenant’s prior written authorization, directly or indirectly, intentionally or inadvertently: (a) disclose to any other person except as may be required by law (other than as expressly permitted above) the Confidential Tax Information; (b) copy, photograph, photocopy, reduce to writing or otherwise reproduce or duplicate the Confidential Tax Information in any form or medium, electronic or otherwise except in connected with the purposes provided herein. In the event the City is requested or becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Tax Information, the City shall provide Company and Tenant at the address stated on the Waiver with prompt written notice of such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section.

SECTION 4 Company Obligations: Company has developed and constructed the Starbucks Project prior to February 1, 2020 a new commercial building occupying approximately 1,950 square feet of building floor area within the City limits of Kingsville, Texas for the Starbucks Development. Therefore, the Company Obligations have been met and satisfied as conditioned and agreed to with the City.

SECTION 5 Default: If either party should default (the “Defaulting Party”) with respect to any of its obligations hereunder and should fail, within fifteen (15) days after delivery of written notice of such default from the other party (the “Complaining Party”) to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default.

SECTION 6 Mutual Assistance: The City and the Company shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions. The Company hereby consents to and agrees to cooperate in any reasonable request by the City to obtain information necessary to carry out this Agreement.

SECTION 7 Representations and Warranties: The City represents and warrants to the Company that the economic incentives and this Agreement are within the scope of its authority and the provisions of the City’s Charter and that it is duly authorized and empowered to establish the Economic Development Program and enter into this Agreement. The Company represents and warrants to the City that it has the requisite authority to enter into this Agreement.

SECTION 8 Hold Harmless and Indemnification: Each party to this Agreement will be responsible for their own liabilities or damages brought by a third party actually suffering based on this Agreement, unless such liabilities or damages are due to the willful or gross negligence of the other party, in which case the party that is willfully or grossly negligent agrees to protect, defend, hold harmless and indemnify the other party, any member of its government body, its officers, employees and agents.

SECTION 9 Section or Other Headings: Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 10 Attorneys' Fees: In the event any legal action or proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action.

SECTION 11 Entire Agreement: This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

SECTION 12 Amendment: This Agreement may only be amended or altered by mutual consent in a written instrument signed by the Company and the City.

SECTION 13 Successors and Assigns: This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Company may assign all or part of its rights and obligations hereunder only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed and should be provided within 30 days or less. Notwithstanding the foregoing provisions of this section, in the event the Company desires to transfer or assign its rights or obligations hereunder to any entity which is an affiliate of Company, it shall have the right to do so without the consent or approval by the City, so long as the Company shall remain responsible and obligated to the City for the performance of its obligations under this Agreement. As of the approval of this amended agreement, Company hereby assigns all its rights and obligations under this agreement from Duece D'Ville, LLC to D'Ville Partners, LLC and the City approves of the assignment. Company acknowledges that the economic incentives in paragraph 3.2 have already been met by the City to Duece D'Ville, LLC and are no longer owed to any party under this or any prior agreement.

SECTION 14 Notice: Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, or upon receipt by nationally recognized overnight courier, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing.

COMPANY:	D'Ville Partners, LLC Attn: Mark P. Carroll, Manager 2410 Hidden Shore Dr Katy, TX 77450 Phone: (713) 213-0334 Email: mcarroll@shiloh-re.com
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With copies to:	Schlanger-Silver, LLP Attn: Louis J. Silver 109 North Post Oak Blvd. Suite 300 Houston, TX 77024 Phone: (713) 735-8515 Fax: (713) 785-2091 Email: lsilver@schlangersilver.com
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CITY:	City of Kingsville, Texas Attention: Mark McLaughlin
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City Manager
P.O. Box 1458
Kingsville, TX 78364
Phone: (361) 595-8002
Fax: (361) 595-8024
Email: citymanager@cityofkingsville.com

With copies to:

Courtney Alvarez
City Attorney
P.O. Box 1458
Kingsville, TX 78364
Phone: (361) 595-8016
Fax: (361) 592-4696
Email: attny@cityofkingsville.com

SECTION 15 Interpretation: Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

SECTION 16 Applicable Law: This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in state courts located in Kleberg, County, Texas.

SECTION 18 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED this _____ day of _____, 2020.

ATTEST:

CITY OF KINGSVILLE, TEXAS

NAME: Mary Valenzuela
TITLE: City Secretary

NAME: Sam R. Fugate
TITLE: Mayor

APPROVED AS TO
FORM:

NAME: Courtney Alvarez
TITLE: City Attorney

EXECUTED this _____ day of _____, 2020.

ATTEST:

STATE OF TEXAS §
COUNTY OF KLEBERG §

Before me, _____, a notary public on this day personally appeared Sam R. Fugate, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Mayor of the City of Kingsville, a municipal corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and official seal this ____ day of _____, 2020.

My commission expires: _____
Notary Public

EXECUTED this _____ day of _____, 2020.

ATTEST:
Duece D'Ville LLC,
a Texas Limited Liability Corporation

Duece D'Ville , LLC
Attn: Mark P. Carroll, Manager
2410 Hidden Shore Dr
Katy, TX 77450
Phone: (713) 213-0334
Email: mcarroll@shiloh-re.com

NAME: Mark P. Carroll
TITLE: Manager

ATTEST:

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, _____, a notary public on this day personally appeared Mark P. Carroll, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Manager of Duece D'Ville, LLC, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and official seal this ____ day of _____, 2020.

My commission expires: _____
Notary Public

EXECUTED this _____ day of _____, 2020.

ATTEST:

D'Ville Partners, LLC,
a Texas Limited Liability Corporation

NAME: Mark P. Carroll
TITLE: Manager

STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, _____, a notary public on this day personally appeared Mark P. Carroll, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Manager of D'Ville, Partners, LLC, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and official seal this ____ day of _____, 2020.

My commission expires: _____

Notary Public