

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION**

**MONDAY, JULY 27, 2015  
REGULAR MEETING**

**HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS  
CITY HALL/200 EAST KLEBERG AVENUE  
6:00 P.M.**

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

#### **OPEN MEETING**

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

#### **MINUTES OF PREVIOUS MEETING(S) – Required by Law** Regular Meeting – July 13, 2015

APPROVED BY:

  
Courtney Alvarez  
Interim City Manager

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

1. Public hearing for a special use permit for a wrecking or salvage yard currently zoned as I1 (light Industrial) located at Corral, Block 2, Lot 23 also known as 1200 E. Corral by Eric J. Cantu, agent, for Daniel Rosas, owner.

### **III. Reports from Commission & Staff.<sup>2</sup> (City Manager's Staff Report Attached).**

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

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

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

**V.**

**Consent Agenda**

**Notice to the Public**

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

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

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

1. Motion to approve a resolution authorizing the City Manager to enter into an Engagement Letter Agreement between the City of Kingsville, Texas and John Womack & Co., P.C. for the 2014-2015 Fiscal Year Audit. (Finance Director).
2. Motion to approve the Historical Development Board decision on an application for a sign permit for a new hanging sign at 306 E. Kleberg Avenue, which was unanimously approved by the board. (Downtown Manager).
3. Motion to approve the Historical Development Board decision on an application for a building permit for a new garage at 321 E. Fordyce, which was unanimously approved by the board. (Downtown Manager).

**REGULAR AGENDA**

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

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

4. Consider introduction of an ordinance amending the zoning ordinance by granting a Special Use Permit for 1200 E. Corral Avenue (Corral, Block 2, Lot 23) for automobile storage/impound lot. (Director of Planning & Development Services).
5. Consider introduction of an ordinance amending the Fiscal Year 2014-2015 General Fund Budget to cover unanticipated departmental group health insurance costs. (Director of Finance).
6. Consider introduction of an ordinance amending the Fiscal Year 2014-2015 General Fund Budget to cover excess audit fees. (Director of Finance).
7. Consider introduction of an ordinance amending the Fiscal Year 2014-2015 General Fund Budget to cover increased communication fees. (Director of Finance).
8. Consider introduction of an ordinance amending the Fiscal Year 2014-2015 General Fund Budget to cover additional FEMA Grant cash match for Fire Department. (Director of Finance).
9. Consider introduction of an ordinance amending the Fiscal Year 2014-2015 General Fund Budget for Parks Department recreational programs. (Director of Finance).
10. Consider introduction of an ordinance amending the Fiscal Year 2014-2015 General Fund Budget for a Kleberg County Airport grant cash match. (Director of Finance).

11. Consider approval of a resolution authorizing the City Manager to execute an Interlocal Agreement for E9-1-1 Public Safety Answering Point Services between the City of Kingsville and the Coastal Bend Council of Governments. (Interim City Manager).

12. Consider approval of a resolution authorizing the City Manager to enter into a Cooperative Purchasing Agreement between the City of Kingsville and Western States Contracting Alliance for all allowable purchases including but not limited to participating addendum for data communications products and services 14-19. (Director of Purchasing & Technology).

13. Consider approval of a resolution authorizing the City Manager to enter into an Interlocal Participation Agreement for the Goodbuy Purchasing Cooperative. (Director of Purchasing & Technology).

14. Consider authorizing wireless network installation project to enhance security and reliability of the City's network infrastructure. (Director of Purchasing & Technology).

## VII. Adjournment.

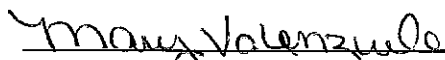
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

### NOTICE

This City of Kingsville and Commission Chambers is 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](mailto: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 in the City Hall, 200 East Kleberg, 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:

July 24, 2015 at 2:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

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

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

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

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

**JULY 13, 2015**

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JULY 13, 2015 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.**

**CITY COMMISSION PRESENT:**

Sam Fugate, Mayor  
Dianne Leubert, Commissioner  
Noel Pena, Commissioner  
Al Garcia, Commissioner

**CITY COMMISSION ABSENT:**

Arturo Pecos, Commissioner

**CITY STAFF PRESENT:**

Courtney Alvarez, Interim City Manager/City Attorney  
Mary Valenzuela, City Secretary  
David Mason, Purchasing/IT Director  
Tom Ginter, Director of Planning & Development Services  
Emilio Garcia, Health Director  
Deborah Balli, Finance Director  
Diana Gonzales, Human Resources Director  
Charlie Cardenas, Public Works Director/Engineer  
Willie Vera, Task Force Commander  
Ricardo Torres, Police Chief  
Robert Rodriguez, Library Director  
Leo Alarcon, Tourism Director  
Bill Donnell, Asst. Public Works Director  
Luke Stevens, Sanitation Supervisor  
Tony Verdin, IT Specialist  
Joey Reed, Fire Chief  
Jennifer Bernal, Community Appearance Supervisor  
Cynthia Martin, Downtown Manager

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate called the meeting to order in the Robert H. Alcorn Commission Chamber at 6:00 p.m. and announced quorum with four Commission members present. Commissioner Pecos absent.

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

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

**MINUTES OF PREVIOUS MEETING(S) – Required by Law**

Special Meeting – July 7, 2015

Mayor Fugate called for a motion to approve the minutes of July 7, 2015 as presented.

**Motion made by Commissioner Pena to approve the July 7<sup>th</sup> minutes as presented, seconded by Commissioner Leubert and Commissioner Garcia. The motion was passed and approved by the following vote: Garcia, Leubert, Pena, Fugate voting “FOR”.**

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

### **1. NONE.**

## **III. Reports from Commission & Staff.<sup>2</sup> (City Manager's Staff Report Attached).**

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

Mrs. Courtney Alvarez, Interim City Manager/City Attorney reported that she would like to remind staff of the scheduled staff meeting on Wednesday, July 16<sup>th</sup> at 11:00 a.m. She further reported that there will be a presentation made by TMRS and Nationwide on Thursday, July 16<sup>th</sup> at 9:30 a.m. in the City Commission Chambers. Alvarez also reported that the next scheduled Commission meeting is Monday, July 27<sup>th</sup> with agenda items and staff reports due to the City Manager's office by Friday, July 17<sup>th</sup>.

Mr. Tom Ginter, Director of Planning & Development Services gave an update on the Eagle Ford Center for Research Education and Outreach, which is housed in one of the city's building. Ginter stated that the research program has one staff, seven graduate students and one undergraduate student who office at the building. The research program has received several grants totaling to an amount of \$218,675 from the following establishments for their continued research; Coastal Bend Community Foundation, NAS Kingsville, City of Corpus Christi, NSF RCN CE3SAR, City of Cotulla, Port of Corpus Christi, Kingsville Area Industrial Foundation, BHP Bilton, Sponsors-Workshop. Currently they are working on five to seven projects for the following; two for NAS Kingsville, two for the City of Corpus Christi, and three technologies for the Houston Advanced Research Center. Ginter further reported that they are in the process of recruiting two startup companies, STRYDER Construction and Pipeline and H5 Services, LLC to relocate to the CARE Building. One of the strategies that this kind of function can be good for is a small business incubator program. This is an area that if nurtured successfully can grow into a bigger company which could then relocate in our community and provide jobs. Ginter further commented that it is anticipated that when an executive director is hired, it will increase progress in many of the areas that they have started to work on.

Commissioner Garcia asked for a briefing on the startup companies that are being proposed to come in.

Dr. Rhen, TAMUK responded that STRYDER Construction and Pipeline has the intentions to expand their business within our area. H5 Service LLC is not a new company and has brought up some discussion as to allow them to move in. The research program wants companies that will increase growth within the incubation program that will bring in new jobs. A company out of Port Aransas is being sought for new technology development. The idea is to move forward with technology and begin that the partnership between the University, industry, and the general public. Individuals can come into the research center and give their ideas. At that time students will assist in growing the idea and develop it so it can be placed on the market.

Commissioner Pena commented that he is excited and optimistic that they are going in the right direction. Once an executive director is hired it will make a major difference on what is being looked into and what the research program is striving.

Mayor Fugate stated that within this new budget year coming up, he is proposing have the parking lot redone in front of the research center.

Commissioner Leubert stated that she requested this report on the research center. This gives the citizens of Kingsville an opportunity to hear what the research center is all about.

Mayor Fugate presented Mr. Larry Lewis a Certificate of Appreciation along with a watch. Mr. Lewis worked for the City of Kingsville for the past 28 years in the Sanitation Department. Mayor Fugate further presented Mr. Jack Curtis Luthenbacher, III and Mr. Ryan Garcia with a proclamation for their award of Eagle Scout. Mayor Fugate, Commissioner Leubert, and Ms. Jennifer Bernal presented the Because You Care Award to representatives of Kleberg County for their work around Kleberg County Courthouse grounds.

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

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

Ms. Delia Martinez of the Texas A&M Health Science Center stated that she would like to speak about Diabetes Education classes that are being offered. This program brings diabetes education and medication assistance to Kleberg County. They have partnered with Methodist Health Care Ministries and First United Methodist Church where they will be providing classroom and office space for this program. Classes that will be offered include topics in what is diabetes, blood glucose monitoring, carbohydrate counting, meal planning, how to read food labels, medication and insulin administration, preventing diabetes complications, and exercise. These classes are available at no cost to the citizens of Kingsville.

Mayor Fugate commented that it is not appropriate for the Commission to respond to the speaker under the public comments section of the agenda, but he feels that this is an important subject to speak about. Fugate asked how someone can contact them to receive assistance.

Ms. Martinez responded that they have an office located in Kingsville but can contact the office located in Corpus Christi at 361-857-2945 or can stop by the office between the hours of 8:00 a.m. to 5:00 p.m. located at 123 N. 5<sup>th</sup> Street in Kingsville. Classes are being held at the Community Life Center in Kingsville.



V.

**Consent Agenda**

**Notice to the Public**

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

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

Mayor Fugate asked for a motion to approve the consent agenda items as presented.

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

- 1. Motion to approve final passage of an ordinance amending the fiscal year 2014-2015 General Fund budget to accept and expend donations made to the Kingsville Parks and Recreation Department for Summer Program transportation costs. (Director of Finance).**
- 2. Motion to approve the appointment of Mr. Mike Klepec to the Planning & Zoning Commission for a two (2) year term. (Director of Planning & Development Services).**
- 3. Motion to approve the appointment of Mr. Mario Garcia to the Planning & Zoning Commission for a two (2) year term. (Director of Planning & Development Services).**
- 4. Motion to approve the reappointment of Mr. Ken Moses to the Joint Airport Zoning Board for a three (3) year term. (Director of Planning & Development Services).**
- 5. Motion to approve the reappointment of Mr. John Garza to the Zoning Board of Adjustments for a two (2) year term. (Director of Planning & Development Services).**

**REGULAR AGENDA**

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

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

- 6. Consider participation with Kleberg County for Library repair expenses &/or for County Airport grant match. (Mayor Fugate).**

Mayor Fugate commented that he asked for this item to be placed on the agenda because both of these projects have been presented to the City Commission in the past. Fugate further commented that he doesn't know what the City Commission wants to do with these items. Fugate further asked for Mrs. Alvarez's legal opinion if the City has any obligations on either one of these items.

Mrs. Alvarez responded that the City has no obligation.

Mayor Fugate further asked why the City has no obligation to the Library. Mrs. Alvarez responded that because the interlocal agreement reads, the two entities split 50/50 the cost

when the items are 1) previously budgeted items and 2) items that have gone through the proper process and as we became aware, the electrical repairs to the Library were not items that were previously budgeted by either entity.

Mayor Fugate commented that it is his understanding that the grant for the airport is around \$8,300. Fugate stated that he spoke to Frances last week and was told that the electrical expenses are up to \$42,000 and increasing. Fugate asked the Commission for their suggestions.

Commissioner Leubert asked if the Commission can make a motion on the airport item as it is a timely item. Mayor Fugate responded that a motion can be made.

**Motion made by Commissioner Leubert to approve the amount of \$8,333.16 to fund the Kleberg County Airport, seconded by Commissioner Garcia.**

Commissioner Garcia commented that since these items were not budgeted, how is the city going to provide this funding.

Mrs. Alvarez responded that the funding for the airport will require a budget amendment. Alvarez further commented that she previously spoke with the Finance Director about funds leftover from the 6<sup>th</sup> Street Corridor Project that could potentially be used. It was anticipated that it would wash to fund balance and cover some of the losses in the Golf Department due to all the rains which effected revenues, but if it's the Commission will to fund the airport, that's what will do.

Commissioner Garcia asked if by giving this amount, it would not wipe out that account. Mrs. Alvarez responded no.

Mayor Fugate commented that this is a great project and anytime you can get a 90/10 grant match, it is not wise not to take it. Fugate further commented that his only reluctance is that this is not a city project. He is aware this project benefits the city but citizens that live inside the city limits of Kingsville are Kleberg County citizens too and have to pay Kleberg County taxes as well. Citizens who reside inside the city limits are not only paying for this project with their Kleberg County taxes but also paying with their city taxes and have a real issue with this. Fugate further stated that we all have our own projects and if the County wants to start half some of these cost, such as repairing the parking lot at the Call Center which cost roughly around \$60,000. We all have things that we do that we don't need to be asking others for assistance.

**The motion was passed and approved by the following vote: Pena, Garcia, Leubert, Fugate voting "FOR".**

Mayor Fugate stated that he assumes the Commission will not be taking action on the Library repairs tonight.

**7. Consider a resolution authorizing the City to request approval to utilize remaining grant funding for vehicle intercom communications systems from the FEMA Assistance to Firefighters Grant (that was used to fund fire station exhaust removal systems) on behalf of the Kingsville Fire Department with an anticipated \$1,000 cash match. (Fire Chief).**

Mr. Joey Reed, Fire Chief stated that the Fire Department would like to request authorization to utilize the remaining grant funds from the FEMA AFG Exhaust Removal Grant for the vehicle intercom communications systems. Reed further stated that the installation of the exhaust removal system at both Kingsville Fire Stations has been completed. The total cost for the installation came under budget by \$17,530. The Fire Department would like to request an amendment to the original grant to utilize \$10,000 of excess funds for the purchase of vehicle intercom communications systems.

**Motion made by Commissioner Pena to approve this resolution, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Garcia, Leubert, Pena, Fugate voting "FOR".**

**VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 6:41 p.m.

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

**ATTEST:**

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

# **PUBLIC HEARING(S)**

# **PUBLIC HEARING #1**

**ORDINANCE NO. 2015-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR 1200 E. CORRAL AVENUE (CORRAL, BLOCK 2, LOT 23) FOR AUTOMOBILE STORAGE/IMPOUND LOT; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.**

**WHEREAS**, the Planning Commission has forwarded to the City Commission it's reports and recommendations concerning the application of owner Eric J. Cantu, for amendment to the zoning map of the City of Kingsville;

**WHEREAS**, with proper notice to the public, public hearings were held on Wednesday, July 15, 2015, during a meeting of the Planning Commission, and on Monday, July 27, 2015, during a meeting of the City Commission, in the Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, a majority of the Planning Commission by an unanimous 7-0 vote APPROVED the requested special use permit; and

**WHEREAS**, the Land Use Chart located in the City Code of Ordinances does not have a specific use titled "impound lot" but does have uses for "storage of autos" and "wrecking or salvage yards for auto or parts" and both of those uses are allowed only by special use permit in an I1 Zone; and, as this property is located in an I1 Zone this special use permit is necessary for the intended business of an automobile storage/impound lot;

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

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

**SECTION 1.** That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for an automobile storage/impound lot on the premises known as 1200 E. Corral Ave. (Corral, Block 2, Lot 23), as more specifically describe on site plan attached as Exhibit A.

**SECTION 2.** That the Special Permit granted in Section 1 of this Ordinance is subject the following conditions:

1. ALLOWED USE: The only uses authorized by this Special Permit other than the permitted "I1" Light Industrial District uses is as an automobile storage/impound lot.

2. TIME LIMIT: This Special Permit is good for the duration of the business from

the date of this ordinance **unless** (a) the property is not being used for the purpose outlined in Condition 1, or (b) any other conditions have not been complied with, or (c) there is a change in ownership of the business.

4. **SPECIAL CONDITION:** (4.1) The applicant shall obtain all required licenses for operating the business and permits for building, fire and health thereby meeting all adopted codes to operate said business, and shall cooperate with all annual fire safety, health, and sanitation inspections, in order to maintain compliance with state and city regulations for the automobile storage/impound lot. (4.2) The automobile storage/impound lot and outdoor storage of equipment and/or materials shall be completely enclosed by a 100% sight obscuring privacy fence to prevent the contents from being visible from the public right-of-way and/or adjacent property, in conformance with City Code. (4.3) All activity on site shall be in complete compliance of all City codes, especially the nuisance, fire, building and zoning codes.

**SECTION 3.** That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendment to the Zoning Ordinance made by Section 1 of this ordinance.

**SECTION 4.** That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

**SECTION 5.** That to the extent that this amendment to the Zoning Ordinance represents a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

**SECTION 6.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

**SECTION 7.** That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville. Codification is not required.

**INTRODUCED** on this the 27th day of July, 2015.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of August, 2015.

**THE CITY OF KINGSVILLE**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



To: Courtney Alvarez, Interim City Manager

From: Tom Ginter, Director of Planning and Development Services



Subject: Special Use Permit request for 1200 E. Corral

The Planning and Zoning Commission reviewed a special use permit request from owner Eric J. Cantu to have an impound lot located at 1200 E. Corral. I realize that the agenda item is written in regards to a salvage yard which is how it was represented to us by Daniel Rosas. Mr. Rosas is a part owner of the ground while Mr. Cantu is the owner of the business. The process is the same for both uses. A special use permit is required even though the land is already zoned I1.

Attached are the following documents: staff memo, application which does say Impound Lot, letter notification area and names, public notice, the page from the ordinances pertaining to land uses and the zoning around the property.

The Planning and Zoning Commission did clarify with a conference call to Mr. Cantu that it is his intention to put an impound lot on the property. He stated that there will be no salvage operations, wrecking or dismantling of vehicles. Mr. Cantu also understood that there will be fencing requirements and that he would also landscape the property since it is his intent to present the property as clean as possible. I have also talked to a Ray Eurestra who is a property owner and he confirmed for me that the use of the ground was for an impound lot.

While we have no specific ordinance on impound lots, there is wording in our fence regulations that he will have to abide by. Since Corral Street is the responsibility of TXDOT the issue of maintenance isn't warranted here. We did receive one phone call against the request.

**The Planning and Zoning Commission voted 7 to 0 unanimously to recommend approval of the special use permit.**

# PLANNING & ZONING COMMISSION AGENDA

Wednesday, July 15, 2015, 6:00 p.m.

Regular Meeting

Honorable Robert H. Alcorn Commission Chambers,  
1<sup>st</sup> Floor – City Hall, 200 E. Kleberg Ave., Kingsville, Texas

## PLANNING & ZONING COMMISSION SEATING ARRANGEMENT

### COMMISSION MEMBERS

Steve Zamora,

### COMMISSION MEMBERS

Robert McCreight

Chairman

Lupe Alvarez

Albert Garcia

Debbie Tiffie

Ramon Perez

Bill Aldrich

### CITY STAFF

Adela Barrientes,  
Administrative Assistant II

Tom Ginter,  
Director of Planning  
& Development Services

*The following rules of conduct have been adopted by this Commission:*

1. Give your name and complete address.
2. No one may speak more than twice on the same item.
3. No one may speak more than 5 minutes at a time without permission from the Chairman.
4. No one may speak a second time on a question until every person who wants to speak has done so.
5. All submissions of evidence, i.e., photos, drawings, will be retained by the Planning & Zoning Commission and will become a part of the permanent file.

**A COPY OF CHAPTER 15 "LAND USAGE", FROM THE CITY OF KINGSVILLE CODE OF ORDINANCES, IS AVAILABLE.**

## AGENDA

- CALL TO ORDER
- ROLL CALL
- APPROVAL OF MINUTES OF SPECIAL MEETING – April 15, 2015
- PUBLIC COMMENTS FOR ALL AGENDA & NON-AGENDA ITEMS
- POSTPONEMENTS/ADJUSTMENTS TO THE AGENDA
- OLD BUSINESS – None
- NEW BUSINESS

ITEM #1 Welcome newly appointed members to the Planning & Zoning Commission:  
Mike Klepec and Mario Garcia.

\*ITEM #2\* Daniel Rosas, owner by Eric J. Cantu, agent – requesting a special use permit for a wrecking or salvage yard currently zoned as I1 (Light Industrial) located at CORRAL, BLOCK 2, LOT 23 also known as 1200 E. Corral.

ITEM #3 Discussion regarding fence regulations.

To: Planning and Zoning Commission Members

From: Tom Ginter, Director of Planning and Development Services

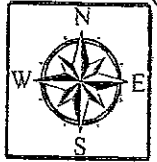
1/2

Subject: Agenda Items

1. On Monday, July 13, 2015 the City commission will have on their agenda, the appointment of Mr. Michael Klepec and Mr. Mario Garcia. These appointments will give you a full board of (9) members
2. Attached are the related documents for this request. This property is currently zoned I1. According to the land use regulations, a special use permit is required. The only regulation that we have concerning the operation is that it be completely enclosed by a wall at least eight feet in height, except for a maximum of two gates no more than 20 feet wide. Also attached is a map of the area which shows the zoning near the properties. As expected I1 properties are on the west side of the applicants. The properties across the street are zoned C2. The property located directly next to the applicant on the east side is zoned C2. As you know much of Corral Street is of I1 zoning or uses that close to that. All communities in some way shape or form have to have a street or area for these businesses to operate. The question is there enough already on Corral Street? While these businesses are a part of the community how do we minimize the look of an impound lot. Clearly the reason for the wall to encircle the property is that enough? I have received one call from a property owner that was notified and that individual was against it. The reasons related to the appearance over the long term. Corral Street is a TXDOT responsibility for maintenance if you wondering about that aissue.
3. Since I have been here since October 2014, I have had the opportunity to listen to builders, citizens about parts of the code that may be to restrictive. Consequently from time to time, I will bring these particular code sections up for discussion. In the fence regulation specifically (f) the fence is restricted to 6.5 feet in height in a side or rear yard area. Because of the lay of the land and a desire of property owners they would like to have the discretion of a higher fence. We do have an item in front of the board of adjustment pertaining to a variance on this and the property owners who have been contacted like the higher fence. I believe that this has been discussed in the past but I am interested in your thoughts on this.
4. The same goes for the carport regulations which specifically I have been asked about is Section 15-6-27 (10) Residential accessory buildings b.2 Be located in the side or rear

yard. It seems from experience that most folks want to put up a carport in the driveway because the garage has been transformed into a living area and they want cover for their car. The other question comes up is when we tell them that we have to have a carport plan certified by an engineer. I realize that safety and appearance are a priority for the neighborhood when it comes to this type of structure. Again I am interested in your thoughts on this.

# City of Kingsville



13883

14203

24074

23737

24509

## E Corral Ave

## N 16th St

23843

16279

24612

17035

25361

17785

20523

21126

### Legend



Ownership




1200 E. Corral Ave.

200 ft. radius



City Limits

Current Path: N:\Engineering\GIS Techs\MAPS\MAP\_DOCUMENTS\Arc\_City\_Ubikies\_Map\_3.5x11.mxd

Page 1 / 1	Drawn By: Engineering 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><b>CITY OF KINGSVILLE</b>  <b>ENGINEERING DEPARTMENT</b>                  200 E. Kleberg                  Kingsville, Texas 78363                  Office: 361 595 8005                  Fax: 361 595 8035</p>
	Last Update: 6/18/2015		
	Note:		

WEST PAUL M  
489 N COUNTY ROAD 1050  
KINGSVILLE, TX 78363  
#14203

VILLARREAL JOSE D  
2105 E LOTT  
KINGSVILLE, TX 78363  
#24074

MARTORELLO FABRIZIO  
614 W RICHARD AVE  
KINGSVILLE, TX 78363  
#23737

WEST PAUL M  
489 N COUNTY ROAD 1050  
KINGSVILLE, TX 78363  
#13883

WEST PAUL M  
489 N COUNTY ROAD 1050  
KINGSVILLE, TX 78363  
#24509

CHAPA KARLA TERESA  
2003 CARLA ST  
ZAPATA, TX 78076  
#23843

LONGORIA FRANCISCO  
1205 E CORRAL AVE  
KINGSVILLE, TX 78363  
#16279

SALDANA SOFIA LORRETTA  
1211 E CORRAL AVE  
KINGSVILLE, TX 78363  
#24612

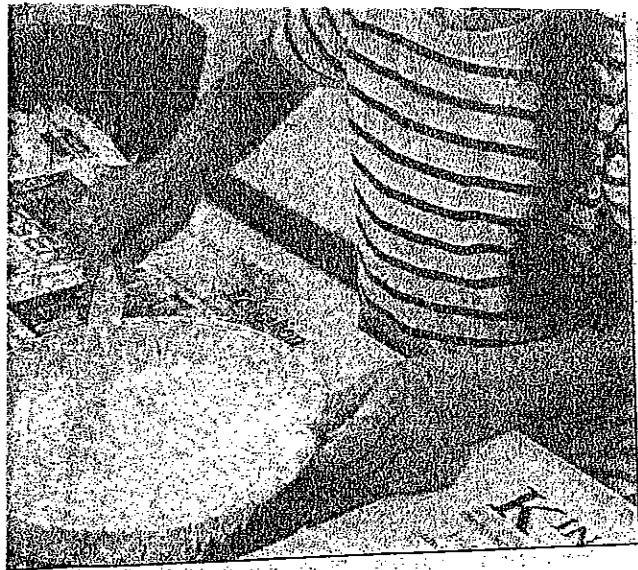
SALDANA SOFIA  
1211 E CORRAL  
KINGSVILLE, TX 78363  
#17035

SALDANA FRANK  
1219 E CORRAL AVE  
KINGSVILLE, TX 78363  
#25361

SALDANA FRANCISCO  
1219 E CORRAL AVE  
KINGSVILLE, TX 78363  
#17785

RAMIREZ JUAN EST  
220 W RICHARD AVE  
KINGSVILLE, TX 78363  
#20523

ESCAMILLA BALDEMAR  
1233 E CORRAL AVE  
KINGSVILLE, TX 78363  
#21126



Area children recently attended the Power to Choose Kids College Camp at Coastal Bend College in Kingsville. (Photo by Amber Aldaco)

to learn about animals and birds of South Texas.

After a presentation from the speakers, the children also completed a project, said Melissa Perez-Estrada, one of the teachers for the Power to Choose camp. Perez-Estrada is a kindergarten teacher at Harrel Elementary.

"That's one of the great things about this camp - it's hands on," Perez-Estrada said. "The children are not only able to listen to all the speakers, they are able to do neat and educational projects that have to do

all the projects we had while making a stone. Brian, who's favorite subject is said his favorite was when the students their own salt robot on the science math career day. "The robot was cool," Brian said. Though the showcased a variety of different careers encouraged them 9, to continue to animal sciences. "Before I came

Although Manzoni will teach English this coming school year at H.M. King High School, she has experience in STEM related fields and was impressed to see the kids excited about the science projects.

"I was so glad to see the

## PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, July 15, 2015 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:

**Daniel Rosas, owner by Eric J. Cantu, agent - Requesting a special use permit for a wrecking or salvage yard zoned as I1 (Light Industrial) located at CORRAL, BLOCK 2, LOT 23 also known as 1200 E. Corral.**

The meeting will be held at City Hall, 200 East Kleberg, in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

## PUBLIC HEARING NOTICE

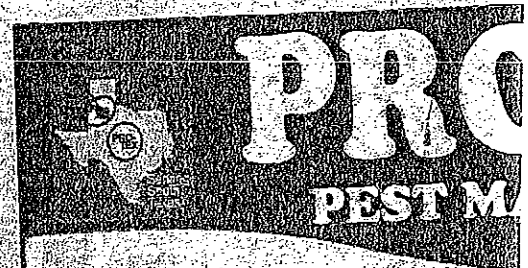
The City Commission of the City of Kingsville will hold a Public Hearing Monday, July 27, 2015 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

**Daniel Rosas, owner by Eric J. Cantu, agent - Requesting a special use permit for a wrecking or salvage yard currently zoned as I1 (Light Industrial) located at CORRAL, BLOCK 2, LOT 23 also known as 1200 E. Corral.**

The meeting will be held at City Hall, 200 East Kleberg, in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

Visit us at

[www.KingsvilleTX.com](http://www.KingsvilleTX.com)



\*Commercial  
\*Residential  
\*Hunting Camps

- Roaches
- Scorpions
- Mosquitos
- Termites
- Rodents
- Ants
- Fleas and Ticks
- Bees
- Other Pests



# CITY OF KINGSVILLE

200 E. Kleberg Avenue  
Planning & Development Services Dept.  
Planning & Zoning Division

Kingsville, Texas 78363  
Phone: (361) 595-8055  
Fax: (361) 595-8065

## Master Land Use Application

### PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1200 East Corral St Located in the City ETJ

(Proposed) Subdivision Name \_\_\_\_\_ Total number of Lots \_\_\_\_\_

Legal Description: Corral, BLOCK 2, Lot 23

Existing Zoning Designation 11 Light Industrial Future Land Use Designation \_\_\_\_\_

### OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Eric J. Cantu Phone 361 980 9999 FAX 361 883 3098

Email Address (for project correspondence only): ECantu@LonestarWreckers.com

Mailing Address PO Box 271477 City Corpus Christi State TX Zip 78427

Property Owner Daniel Rosa Phone 361-355-6158 FAX \_\_\_\_\_

Ray Eusebia  
Email Address (for project correspondence only): \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Select appropriate request(s) for which approval is sought. Attach appropriate checklist(s) 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.....	\$200.00
<input checked="" 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"/> Conceptual Development Plat.....	\$100.00
<input type="checkbox"/> PUD Request.....	\$250.00	<input type="checkbox"/> Subdivision Variance Request.....	\$25.00 ea
<input type="checkbox"/> Lot Line Adjustment Plat.....	\$100.00	<input type="checkbox"/> Amending Plat.....	\$100.00

Please provide a basic description of the proposed project:

Impound Lot

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: \_\_\_\_\_ Date: 6/9/15

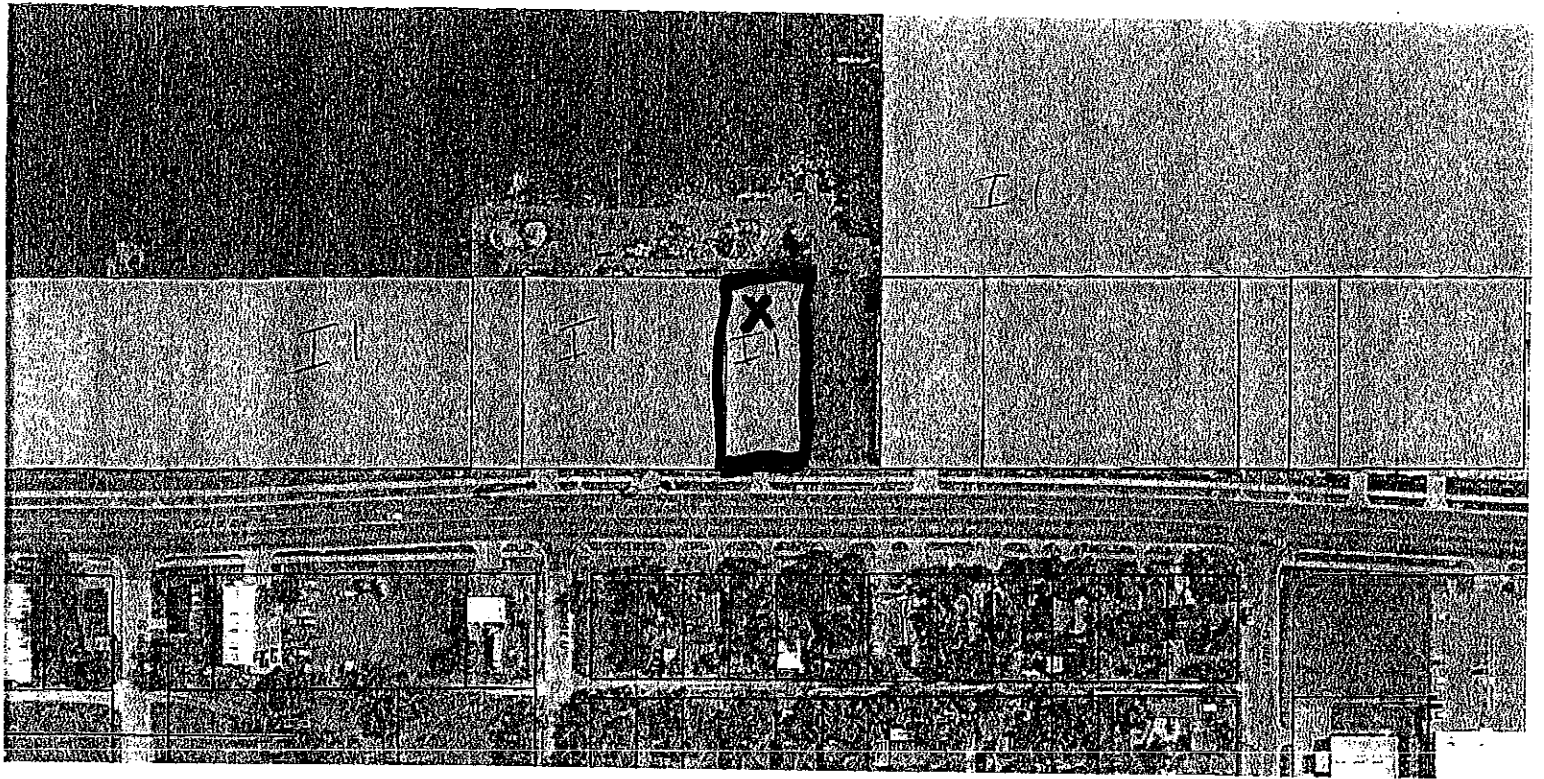
Property Owner's Signature: \_\_\_\_\_ Date: 6/10/15

Application and Fee Accepted by: Adela Barrientes Date: 6/10/15



R1 R2 R3 R4 MH C1 C2 C3 C4 I1-I2 Ag

Drag strip, race track										S	S	
Gasoline service station							P	P	P	P		
Gasoline sales						S	P	P	P	P		
Commercial parking structure auto only							S	P	P	P		
Truck storage							S	S	P	P	P	
Used auto parts, sales, indoors							S	P	P	P	P	
New or reconditioned auto parts, indoors							S	P	P	P		
Seat cover or muffler installation shop							S	P	P	P		
Tire recapping and retreading shop									S	P	P	
Wrecking or salvage yards for auto or parts									S	S	*	
X Storage of autos							S	S	P	S	X	P
Retail or Related Uses												
Antique or collectable shop						S	S	P	P			
Art supply store						S	P	P	P			
Animal clinic or pet hospital, no outdoor pens							P	S	P	P		
Animal clinic or pet hospital with outdoor pens							S		S	P	P	P



X = 1200 E. Corral - applicant

1. All of the properties to the west are ~~zoned~~   
 I-1
2. The property directly ~~west~~   
 east is zoned C-2-
3. The properties across the street are zoned   
 C-3
4. To the north is the property that is   
 zoned C-2

Sec. 15-6-28. - Fence regulations.

(a) Purpose. The purpose of these regulations is to establish criteria for the location, maintenance and appearance of privacy fences and other visual barriers including landscaped hedges. The intent is to limit the amount of privacy fencing/barriers in order to promote the open, unencumbered characteristics of Kingsville and ensure the safe visibility of pedestrian and vehicular traffic.

~~\*(b)~~ Permit required. Except as provided for single strand electrical wires herein, a fence permit shall be obtained and the required fee paid as set out in Section 15-1-6(B)(4) before installation of any fence. A site plan indicating the location of the proposed fence, property lines, setbacks and buildings, and a typical detail of the fence showing the material and general appearance of the fence shall be submitted with the permit request. A boundary survey of the property is not required but may be deemed necessary by the property owner, applicant or City in the case of a boundary line dispute or other reason as deemed necessary by the property owner or applicant. All swimming pool permits are to be accompanied by a fence permit when an existing compliant fence is not present to prevent unwanted entry.

(c) For all property within the City, no person or business shall erect or maintain a sight obscuring fence forward from the front building line, excluding any and all porches, decks, patios or similar appurtenances, except where otherwise authorized by this code.

(d) Fences over three (3) feet in height and with more than 50% sight obscured shall be deemed to be a Sight-Obscuring Fence.

(e) In no case shall a sight-obscuring fence, hedge, tree or other visual barrier be placed or maintained in excess of three feet high within a Street or Driveway Intersection Sight Visibility Triangle as defined in Section 15-6-21 of this code of ordinances. Trees within a Street or Driveway Intersection Sight Visibility Triangle shall be kept trimmed so the tree canopy is no less than ten (10) feet high.

(f) Fences in residential areas shall not exceed four (4) feet in height in any front yard area and six and a half (6.5) feet in height in any side or rear yard area. Nonresidential areas are restricted to a maximum of four (4) feet in the front yard area and a minimum of eight (8) feet in height in any side or rear yard area but shall not exceed ten (10) feet in height. ~~x~~

(g) Commercial or industrial buildings adjacent to residential properties shall install, at a minimum, an eight (8) foot high sight-obscuring fence constructed of a consistent solid material such as wood, brick or block. The fence shall be so constructed so that the finished side is facing the residential properties.

(h) Fences or hedges/landscape materials shall be required to screen storage areas allowed in all commercial and industrial districts and shall be of sufficient height to screen the storage from adjacent public right-of-way and adjacent properties. If screening is required to exceed eight (8) feet in height, then landscaping material shall be utilized to soften the impact and add to the screening. Trees that will grow to a sufficient height to screen storage from adjacent properties shall be utilized where the terrain is such that a screen exceeding ten (10) feet in height is needed.

# **CONSENT AGENDA**

# **AGENDA ITEM #1**

**RESOLUTION NO. 2015-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ENGAGEMENT LETTER AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND JOHN WOMACK & CO., P.C. FOR THE 2014-2015 FISCAL YEAR AUDIT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**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 an Engagement Letter Agreement Between John Womack & Co., P.C. and the City of Kingsville, Texas for the 2014-2015 Fiscal Year audit 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 27 th day of July, 2015.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

P.O. Box 1147  
205 South 10<sup>th</sup> Street  
Kingsville, Texas 78364  
361-592-2671  
361-592-1411 fax  
[womworn@swbell.net](mailto:womworn@swbell.net)

**John Womack & Co.,  
P.C.**

# Memo

**To:** Ms. Deborah Balli, Finance Director  
**From:** Debby Womack  
**Date:** June 19, 2015  
**Re:** Engagement Letter for the 2015 Audit Year for the City of Kingsville, Texas

---

Deborah,

Attached you will find the engagement letter for the City of Kingsville for the 2015 audit year. Luke wanted to let you know the fee has not changed except that he reallocated \$10,000 from the GASB's and GFOA report presentation to the general audit fee and then added the amount for the new implementation of the GASB 68 reporting requirements. If you have any questions, please do not hesitate to give Luke a call.

Please have the Commission approve, sign and return one signed copy of the engagement letter to us.

Thanks.

Debby Womack

JOHN WOMACK & CO., P.C.  
CERTIFIED PUBLIC ACCOUNTANTS

JOHN L. WOMACK, CPA

JOHN R. WOMACK, CPA  
MARGARET KELLY, CPA

P. O. BOX 1147  
KINGSVILLE, TEXAS 78364  
(361) 592-2671  
FAX (361) 592-1411

June 19, 2015

Mayor Sam Fugate, City Commissioners and City Manager  
City of Kingsville  
P.O. Box 1458  
Kingsville, Texas 78364

We are pleased to confirm our understanding of the services we are to provide the City of Kingsville for the year ended September 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Kingsville as of and for the year ended September 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Kingsville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Kingsville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary comparison schedules.
3. GASB required supplementary pension information and





#### 4. OPEB.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Kingsville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statement:

1. Combining statements for the CAFR and
2. Individual Fund Statements and Supporting Schedules.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Kingsville and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Kingsville's financial statements. Our report will be addressed to the Mayor and City Commissioners of the City of Kingsville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with

*Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Kingsville is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements, related notes and depreciation schedules (if needed) using your assigned life and depreciation method. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, related notes and depreciation schedules (if needed) using your assigned life and depreciation method and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, related notes and depreciation schedules (if needed) using your assigned life and depreciation method that you have reviewed and approved the financial statements, related notes and depreciation schedules (if needed) using your assigned life and depreciation method prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements in conformity with U.S.

generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories,

and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Kingsville's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Matters and Limitation on Liability**

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City agrees to participate in mediation, under the Commercial Mediation Rules of the American Arbitration Association, before any claim is asserted.

In the event that John Womack & Co., P.C. is found to be negligent in provision of any services covered by this agreement which result in damage to the City, John Womack & Co., P.C.'s liability to the City will be limited to actual damages or losses incurred by the City. John Womack & Co., P.C. will not be liable to the City for any punitive damages.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order for such additional work.

We will provide copies of our reports to the City Commission however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of John Womack & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to cognizant audit agencies or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of John Womack & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant audit agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

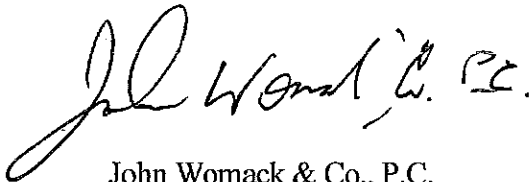
We expect to begin our audit on approximately November 02, 2015 and to issue our reports no later than March 31, 2016. John L Womack is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We estimate our fee for these services will be \$59,500 for the audit, \$2,500 for the Task Force, \$15,000 for the GASB 34, 35 and 54 and GFOA report presentation, \$4,500 (as

needed) for the fixed assets, \$3,500 for the state and federal grants and \$1,875 for the new Retirement System disclosure reporting requirements for GASB 68, plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Kingsville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

A handwritten signature in cursive script, appearing to read "John Womack & Co., P.C.", is written over the printed name.

John Womack & Co., P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of Kingsville.

Management Signature: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

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

## **AGENDA ITEM #2**



To: Mayor and City Commission

From: Cynthia Martin, Downtown Manager

Date: July 16, 2015

Subject: Historical Development Board review – 306 E Kleberg

The Historical Development Board met on Wednesday, July 15, 2015, to evaluate a sign permit application for a new hanging sign at Spa Hacienda, 306 E Kleberg, presented by J Cody Benton, owner, to determine if the desired work will alter or destroy the historical integrity of the building. Attached is information pertaining to this request.

**The Historical Development Board unanimously recommended approval of a sign permit to install a new sign as proposed at Spa Hacienda, 306 E Kleberg.**

---

## **Staff Report to the HISTORICAL DEVELOPMENT BOARD and CITY COMMISSION**

by Cynthia Martin, Downtown Manager  
City of Kingsville, Texas

**Request:** APPROVAL FOR A SIGN AT ORIG TOWN, BLOCK 42, LOT 29. THIS PROPERTY IS ALSO KNOWN AS 306 E KLEBERG AVENUE.

Petitioner and Agent: J Cody Benton  
Date of HDB Hearing: July 15, 2015

### **EXHIBITS PRESENTED**

- Historical Development Board Review Application
- Sign Design
- Proof of Ownership
- Photographs

### **BACKGROUND AND PERTINENT DATA**

The subject property is a c. 1920 one story, one-part commercial block building with transom windows and a canopy. The building is located in the historic downtown district. The building has been restored and retains a good portion of its historical and architectural integrity.

### **STAFF REVIEW AND RECOMMENDATIONS**

In general, Historical Development Board considers the following factors when making a recommendation concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or part of any building, structure or appurtenance within a historic district:

- (1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.
- (2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.
- (3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its conformity to the general character of the particular historic area involved.
- (4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.
- (5) The value of the historic district as an area of unique interest and character shall not be impaired.

Staff recommends approval of this request with the following findings:

---

Attachment of the proposed hanging or projecting sign to the canopy or building will have little or no effect on the historical integrity of the building. The size of the sign is sympathetic to those around it and the design is simple and unobtrusive. The sign material choice, wood, is a good fit as the canopy is wooden as well.

Prepared by:

  
Cynthia Martin, Downtown Manager

## **AGENDA ITEM #3**

To: Mayor and City Commission

From: Cynthia Martin, Downtown Manager

Date: July 16, 2015

Subject: Historical Development Board review – 321 E Fordyce

The Historical Development Board met on Wednesday, July 15, 2015, to evaluate an application for construction of a new garage at 321 E Fordyce, presented by David Gonzalez, owner, to determine if the desired work will alter or destroy the historical integrity of the site. Attached is information pertaining to this request.

**The Historical Development Board unanimously recommended approval of a building permit for construction of a new garage as presented at 321 E Fordyce.**

---

## **Staff Report to the HISTORICAL DEVELOPMENT BOARD and CITY COMMISSION**

by Cynthia Martin, Downtown Manager  
City of Kingsville, Texas

**Request:**        **APPROVAL FOR A NEW GARAGE AT 1ST, BLOCK 88, LOT 8-10. THIS PROPERTY IS ALSO  
KNOWN AS 321 E FORDYCE AVENUE.**

Petitioner and Agent:     David Gonzalez  
Date of HDB Hearing:     July 15, 2015

### **EXHIBITS PRESENTED**

- Historical Development Board Review Application
- Plans
- Proof of Ownership
- Photographs

### **BACKGROUND AND PERTINENT DATA**

The subject property is a 1983 single family house located in the local historic district. The originally rectangular home has a newer rear addition. The proposed 12' x 24' garage will be accessed off the alley and will sit on the southeast corner of the lot.

The garage doors will be placed on the longer side of the building and will be facing the alley. There will be no windows in the garage and one man door. The garage will have a gabled roof, like the house, and also, like the house, will be sided with T111 siding. The shingles and paint color will match those of the house. The side of the garage will be covered from view of the street by an existing, wooden, privacy fence.

### **STAFF REVIEW AND RECOMMENDATIONS**

In general, Historical Development Board considers the following factors when making a recommendation concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or part of any building, structure or appurtenance within a historic district:

- (1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.
- (2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.
- (3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its conformity to the general character of the particular historic area involved.
- (4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.


---

(5) The value of the historic district as an area of unique interest and character shall not be impaired.

Staff recommends approval of this request with the following findings:

The simple, garage style and size will compliment the house and will sit far enough away to not interfere with the house's appearance from the street. The applicant may want to consider adding windows to the garage for appearance sake and ease of working inside the structure although we understand the desire for security.

Prepared by:

  
Cynthia Martin, Downtown Manager

# **REGULAR AGENDA**



# **AGENDA ITEM #4**

**ORDINANCE NO. 2015-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR 1200 E. CORRAL AVENUE (CORRAL, BLOCK 2, LOT 23) FOR AUTOMOBILE STORAGE/IMPOUND LOT; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.**

**WHEREAS**, the Planning Commission has forwarded to the City Commission it's reports and recommendations concerning the application of owner Eric J. Cantu, for amendment to the zoning map of the City of Kingsville;

**WHEREAS**, with proper notice to the public, public hearings were held on Wednesday, July 15, 2015, during a meeting of the Planning Commission, and on Monday, July 27, 2015, during a meeting of the City Commission, in the Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, a majority of the Planning Commission by an unanimous 7-0 vote APPROVED the requested special use permit; and

**WHEREAS**, the Land Use Chart located in the City Code of Ordinances does not have a specific use titled "impound lot" but does have uses for "storage of autos" and "wrecking or salvage yards for auto or parts" and both of those uses are allowed only by special use permit in an I1 Zone; and, as this property is located in an I1 Zone this special use permit is necessary for the intended business of an automobile storage/impound lot;

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

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

**SECTION 1.** That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for an automobile storage/impound lot on the premises known as 1200 E. Corral Ave. (Corral, Block 2, Lot 23), as more specifically describe on site plan attached as Exhibit A.

**SECTION 2.** That the Special Permit granted in Section 1 of this Ordinance is subject the following conditions:

1. ALLOWED USE: The only uses authorized by this Special Permit other than the permitted "I1" Light Industrial District uses is as an automobile storage/impound lot.

2. TIME LIMIT: This Special Permit is good for the duration of the business from

the date of this ordinance **unless** (a) the property is not being used for the purpose outlined in Condition 1, or (b) any other conditions have not been complied with, or (c) there is a change in ownership of the business.

**4. SPECIAL CONDITION:** (4.1) The applicant shall obtain all required licenses for operating the business and permits for building, fire and health thereby meeting all adopted codes to operate said business, and shall cooperate with all annual fire safety, health, and sanitation inspections, in order to maintain compliance with state and city regulations for the automobile storage/impound lot. (4.2) The automobile storage/impound lot and outdoor storage of equipment and/or materials shall be completely enclosed by a 100% sight obscuring privacy fence to prevent the contents from being visible from the public right-of-way and/or adjacent property, in conformance with City Code. (4.3) All activity on site shall be in complete compliance of all City codes, especially the nuisance, fire, building and zoning codes.

**SECTION 3.** That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendment to the Zoning Ordinance made by Section 1 of this ordinance.

**SECTION 4.** That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

**SECTION 5.** That to the extent that this amendment to the Zoning Ordinance represents a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

**SECTION 6.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

**SECTION 7.** That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville. Codification is not required.

**INTRODUCED** on this the 27th day of July, 2015.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of August, 2015.

**THE CITY OF KINGSVILLE**

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

**ATTEST:**

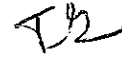
\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

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

To: Courtney Alvarez, Interim City Manager

From: Tom Ginter, Director of Planning and Development Services



Subject: Special Use Permit request for 1200 E. Corral

The Planning and Zoning Commission reviewed a special use permit request from owner Eric J. Cantu to have an impound lot located at 1200 E. Corral. I realize that the agenda item is written in regards to a salvage yard which is how it was represented to us by Daniel Rosas. Mr. Rosas is a part owner of the ground while Mr. Cantu is the owner of the business. The process is the same for both uses. A special use permit is required even though the land is already zoned I1.

Attached are the following documents: staff memo, application which does say Impound Lot, letter notification area and names, public notice , the page from the ordinances pertaining to land uses and the zoning around the property.

The Planning and Zoning Commission did clarify with a conference call to Mr. Cantu that it is his intention to put an impound lot on the property. He stated that there will be no salvage operations, wrecking or dismantling of vehicles. Mr. Cantu also understood that there will be fencing requirements and that he would also landscape the property since it is his intent to present the property as clean as possible. I have also talked to a Ray Eurestra who is a property owner and he confirmed for me that the use of the ground was for an impound lot.

While we have no specific ordinance on impound lots, there is wording in our fence regulations that he will have to abide by. Since Corral Street is the responsibility of TXDOT the issue of maintenance isn't warranted here. We did receive one phone call against the request.

**The Planning and Zoning Commission voted 7 to 0 unanimously to recommend approval of the special use permit.**

# PLANNING & ZONING COMMISSION AGENDA

Wednesday, July 15, 2015, 6:00 p.m.

Regular Meeting

Honorable Robert H. Alcorn Commission Chambers,  
1<sup>st</sup> Floor – City Hall, 200 E. Kleberg Ave., Kingsville, Texas

## PLANNING & ZONING COMMISSION SEATING ARRANGEMENT

### COMMISSION MEMBERS

Robert McCreight  
Albert Garcia  
Ramon Perez

Steve Zamora,  
Chairman

### COMMISSION MEMBERS

Lupe Alvarez  
Debbie Tiffie  
Bill Aldrich

### CITY STAFF

Adela Barrientes,  
Administrative Assistant II

Tom Ginter,  
Director of Planning  
& Development Services

*The following rules of conduct have been adopted by this Commission:*

1. Give your name and complete address.
2. No one may speak more than twice on the same item.
3. No one may speak more than 5 minutes at a time without permission from the Chairman.
4. No one may speak a second time on a question until every person who wants to speak has done so.
5. All submissions of evidence, i.e., photos, drawings, will be retained by the Planning & Zoning Commission and will become a part of the permanent file.

***A COPY OF CHAPTER 15 "LAND USAGE", FROM THE CITY OF KINGSVILLE CODE OF ORDINANCES, IS AVAILABLE.***

## AGENDA

- CALL TO ORDER
- ROLL CALL
- APPROVAL OF MINUTES OF SPECIAL MEETING – April 15, 2015
- PUBLIC COMMENTS FOR ALL AGENDA & NON-AGENDA ITEMS
- POSTPONEMENTS/ADJUSTMENTS TO THE AGENDA
- OLD BUSINESS – None
- NEW BUSINESS

ITEM #1 Welcome newly appointed members to the Planning & Zoning Commission:  
Mike Klepec and Mario Garcia.

\*ITEM #2\* Daniel Rosas, owner by Eric J. Cantu, agent – requesting a special use permit for a wrecking or salvage yard currently zoned as I1 (Light Industrial) located at CORRAL, BLOCK 2, LOT 23 also known as 1200 E. Corral.

ITEM #3 Discussion regarding fence regulations.

To: Planning and Zoning Commission Members

From: Tom Ginter, Director of Planning and Development Services

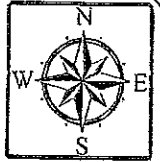
1/2

Subject: Agenda Items

1. On Monday, July 13, 2015 the City commission will have on their agenda, the appointment of Mr. Michael Klepec and Mr. Mario Garcia. These appointments will give you a full board of (9) members
- x 2. Attached are the related documents for this request. This property is currently zoned I1. According to the land use regulations, a special use permit is required. The only regulation that we have concerning the operation is that it be completely enclosed by a wall at least eight feet in height, except for a maximum of two gates no more than 20 feet wide. Also attached is a map of the area which shows the zoning near the properties. As expected I1 properties are on the west side of the applicants. The properties across the street are zoned C2. The property located directly next to the applicant on the east side is zoned C2. As you know much of Corral Street is of I1 zoning or uses that close to that. All communities in some way shape or form have to have a street or area for these businesses to operate. The question is there enough already on Corral Street? While these businesses are a part of the community how do we minimize the look of an impound lot. Clearly the reason for the wall to encircle the property is that enough? I have received one call from a property owner that was notified and that individual was against it. The reasons related to the appearance over the long term. Corral Street is a TXDOT responsibility for maintenance if you wondering about that aissue.
3. Since I have been here since October 2014, I have had the opportunity to listen to builders, citizens about parts of the code that may be to restrictive. Consequently from time to time, I will bring these particular code sections up for discussion. In the fence regulation specifically (f) the fence is restricted to 6.5 feet in height in a side or rear yard area. Because of the lay of the land and a desire of property owners they would like to have the discretion of a higher fence. We do have an item in front of the board of adjustment pertaining to a variance on this and the property owners who have been contacted like the higher fence. I believe that this has been discussed in the past but I am interested in your thoughts on this.
4. The same goes for the carport regulations which specifically I have been asked about is Section 15-6-27 (10) Residential accessory buildings b.2 Be located in the side or rear

yard. It seems from experience that most folks want to put up a carport in the driveway because the garage has been transformed into a living area and they want cover for their car. The other question comes up is when we tell them that we have to have a carport plan certified by an engineer. I realize that safety and appearance are a priority for the neighborhood when it comes to this type of structure. Again I am interested in your thoughts on this.





13883

14203

24074

23737

24509

**E Corral Ave**

**N 16th St**

23843

16279

24612

17035

25361

17785

20523

21126

**Legend**



Ownership




1200 E. Corral Ave.

200 ft. radius



City Limits

current Path: N:\Engineering\GIS Techs\MAPS\MAP\_DOCUMENTS\Arc\_City\_Uilities\_Map\_8.5x11.mxd

Page 1 / 1	Drawn By: Engineering Department	<p><b>DISCLAIMER</b></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><b>CITY OF KINGSVILLE</b>  <b>ENGINEERING DEPARTMENT</b>                  200 E. Kleberg                  Kingsville, Texas 78363                  Office: 361 595 8005                  Fax: 361 595 8035</p>
	Last Update: 6/18/2015		
	Note:		

WEST PAUL M  
489 N COUNTY ROAD 1050  
KINGSVILLE, TX 78363  
#14203

VILLARREAL JOSE D  
2105 E LOTT  
KINGSVILLE, TX 78363  
#24074

MARTORELLO FABRIZIO  
614 W RICHARD AVE  
KINGSVILLE, TX 78363  
#23737

WEST PAUL M  
489 N COUNTY ROAD 1050  
KINGSVILLE, TX 78363  
#13883

WEST PAUL M  
489 N COUNTY ROAD 1050  
KINGSVILLE, TX 78363  
#24509

CHAPA KARLA TERESA  
2003 CARLA ST  
ZAPATA, TX 78076  
#23843

LONGORIA FRANCISCO  
1205 E CORRAL AVE  
KINGSVILLE, TX 78363  
#16279

SALDANA SOFIA LORRETTA  
1211 E CORRAL AVE  
KINGSVILLE, TX 78363  
#24612

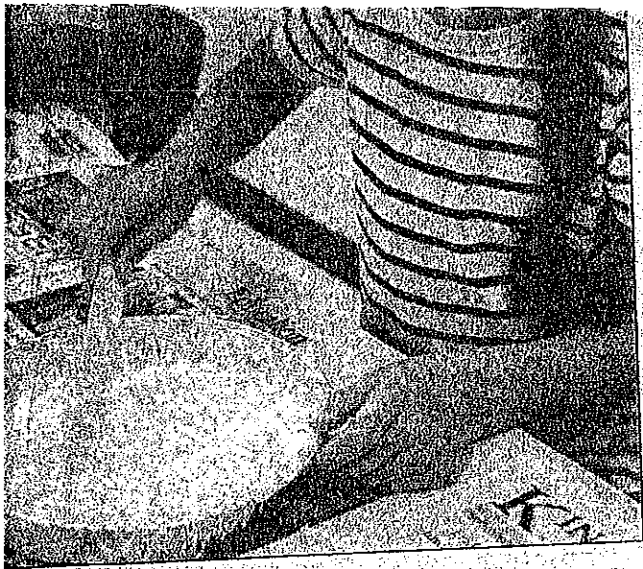
SALDANA SOFIA  
1211 E CORRAL  
KINGSVILLE, TX 78363  
#17035

SALDANA FRANK  
~~1219 E CORRAL AVE~~  
KINGSVILLE, TX 78363  
#25361

SALDANA FRANCISCO  
~~1219 E CORRAL AVE~~  
KINGSVILLE, TX 78363  
#17785

RAMIREZ JUAN EST  
220 W RICHARD AVE  
KINGSVILLE, TX 78363  
#20523

ESCAMILLA BALDEMAR  
1233 E CORRAL AVE  
KINGSVILLE, TX 78363  
#21126



Area children recently attended the 'Power to Choose Kids College Camp' at Coastal Bend College in Kingsville. (Photo by Amber Aldaco)

to learn about animals and birds of South Texas.

After a presentation from the speakers, the children also completed a project, said Melissa Perez-Estrada, one of the teachers for the Power to Choose camp. Perez-Estrada is a kindergarten teacher at Harrel Elementary.

"That's one of the great things about this camp - it's hands on," Perez-Estrada said. "The children are not only able to listen to all the speakers, they are able to do neat and educational projects that have to do

all the projects we had the students do is that any parent can purchase these projects, and the websites we used to design video games are free," said Jessica Manzone, another teacher for the Power to Choose camp.

Although Manzone will teach English this coming school year at H.M. King High School, she has experience in STEM related fields and was impressed to see the kids excited about the science projects.

"I was so glad to see the

while making a stone.

Brian, who's favorite subject is said his favorite was when the students their own salt robot on the science math career day.

"The robot was cool," Brian said.

Though the showcased a variety of different careers encouraged Jean 9, to continue to animal sciences.

"Before I came

## PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, July 15, 2015 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:

**Daniel Rosas, owner by Eric J. Cantu, agent - Requesting a special use permit for a wrecking or salvage yard zoned as I1 (Light Industrial) located at CORRAL, BLOCK 2, LOT 23 also known as 1200 E. Corral.**

The meeting will be held at City Hall, 200 East Kleberg, in the City Commission Chambers. 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, July 27, 2015 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

**Daniel Rosas, owner by Eric J. Cantu, agent - Requesting a special use permit for a wrecking or salvage yard currently zoned as I1 (Light Industrial) located at CORRAL, BLOCK 2, LOT 23 also known as 1200 E. Corral.**

The meeting will be held at City Hall, 200 East Kleberg, in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

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[www.Kingsville](http://www.Kingsville)



**Commercial  
Residential  
Hunting Camps**

- Roaches
- Scorpions
- Mosquitos
- Termites
- Rodents
- Ants
- Fleas and Ticks
- Bees
- Other Pests



OW ON 10 DRS

# CITY OF KINGSVILLE

200 E. Kleberg Avenue  
Planning & Development Services Dept.  
Planning & Zoning Division

Kingsville, Texas 78363  
Phone: (361) 595-8055  
Fax: (361) 595-8065

## Master Land Use Application

### PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1200 East Corral St Located in the City ETJ

(Proposed) Subdivision Name \_\_\_\_\_ Total number of Lots \_\_\_\_\_

Legal Description: Corral, BLOCK 2, LOT 23

Existing Zoning Designation 11 Light Industrial Future Land Use Designation \_\_\_\_\_

### OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Eric S. Cantu Phone 361 980 9999 FAX 361 883 3098

Email Address (for project correspondence only): ECantu@LoneStarWeeks.com

Mailing Address PO Box 271477 City Corpus Christi State TX Zip 78427

Property Owner Daniel Rojas Phone 361-358-6158 FAX \_\_\_\_\_  
Ray Eufestra 361-779-5848

Email Address (for project correspondence only): \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Select appropriate request(s) for which approval is sought. Attach appropriate checklist(s) 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.....	\$200.00
<input checked="" 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"/> Conceptual Development Plat.....	\$100.00
<input type="checkbox"/> PUD Request.....	\$250.00	<input type="checkbox"/> Subdivision Variance Request.....	\$25.00 ea
<input type="checkbox"/> Lot Line Adjustment Plat.....	\$100.00	<input type="checkbox"/> Amending Plat.....	\$100.00

Please provide a basic description of the proposed project:

Impound Lot

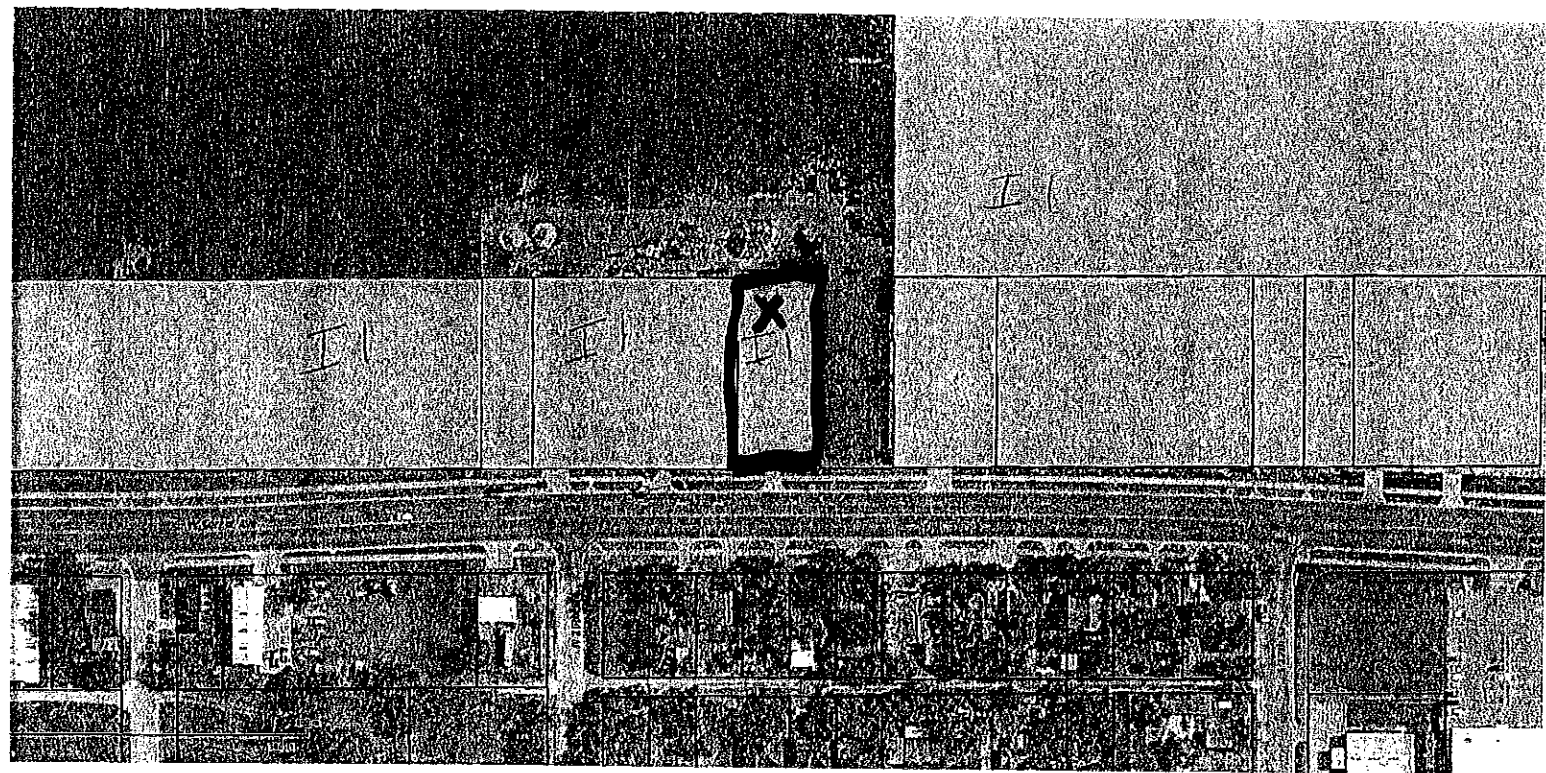
I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature: \_\_\_\_\_ Date: 6/9/15

Property Owner's Signature: \_\_\_\_\_ Date: 6/10/15

Application and Fee Accepted by: Adela Barrientes Date: 6/10/15

	R1	R2	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Drag strip, race track										S	S	
Gasoline service station							P	P	P	P		
Gasoline sales						S	P	P	P	P		
Commercial parking structure auto only							S	P	P	P		
Truck storage							S	S	P	P	P	
Used auto parts, sales, indoors							S	P	P	P	P	
New or reconditioned auto parts, indoors							S	P	P	P		
Seat cover or muffler installation shop							S	P	P	P		
Tire recapping and retreading shop									S	P	P	
Wrecking or salvage yards for auto or parts									S	S	X	
X Storage of autos							S	S	P	S	X	P
<i>Retail or Related Uses</i>												
Antique or collectable shop						S	S	P	P			
Art supply store						S	P	P	P			
Animal clinic or pet hospital, no outdoor pens							P	S	P	P		
Animal clinic or pet hospital with outdoor pens							S		S	P	P	P



X = 1200 E. Corral - applicant

1. All of the properties to the west are ~~zoned~~ zoned I1
2. The property directly ~~west~~ east is zoned C-2-
3. The properties across the street are zoned C-3
4. To the north is the property that is zoned C-2

Sec. 15-6-28. - Fence regulations.

(a) Purpose. The purpose of these regulations is to establish criteria for the location, maintenance and appearance of privacy fences and other visual barriers including landscaped hedges. The intent is to limit the amount of privacy fencing/barriers in order to promote the open, unencumbered characteristics of Kingsville and ensure the safe visibility of pedestrian and vehicular traffic.

~~X~~(b) Permit required. Except as provided for single strand electrical wires herein, a fence permit shall be obtained and the required fee paid as set out in Section 15-1-6(B)(4) before installation of any fence. A site plan indicating the location of the proposed fence, property lines, setbacks and buildings, and a typical detail of the fence showing the material and general appearance of the fence shall be submitted with the permit request. A boundary survey of the property is not required but may be deemed necessary by the property owner, applicant or City in the case of a boundary line dispute or other reason as deemed necessary by the property owner or applicant. All swimming pool permits are to be accompanied by a fence permit when an existing compliant fence is not present to prevent unwanted entry.

(c) For all property within the City, no person or business shall erect or maintain a sight obscuring fence forward from the front building line, excluding any and all porches, decks, patios or similar appurtenances, except where otherwise authorized by this code.

(d) Fences over three (3) feet in height and with more than 50% sight obscured shall be deemed to be a Sight-Obscuring Fence.

(e) In no case shall a sight-obscuring fence, hedge, tree or other visual barrier be placed or maintained in excess of three feet high within a Street or Driveway Intersection Sight Visibility Triangle as defined in Section 15-6-21 of this code of ordinances. Trees within a Street or Driveway Intersection Sight Visibility Triangle shall be kept trimmed so the tree canopy is no less than ten (10) feet high.

(f) Fences in residential areas shall not exceed four (4) feet in height in any front yard area and six and a half (6.5) feet in height in any side or rear yard area. ~~X~~Nonresidential areas are restricted to a maximum of four (4) feet in the front yard area and a minimum of eight (8) feet in height in any side or rear yard area but shall not exceed ten (10) feet in height. ~~X~~

(g) Commercial or industrial buildings adjacent to residential properties shall install, at a minimum, an eight (8) foot high sight-obscuring fence constructed of a consistent solid material such as wood, brick or block. The fence shall be so constructed so that the finished side is facing the residential properties.

(h) Fences or hedges/landscape materials shall be required to screen storage areas allowed in all commercial and industrial districts and shall be of sufficient height to screen the storage from adjacent public right-of-way and adjacent properties. If screening is required to exceed eight (8) feet in height, then landscaping material shall be utilized to soften the impact and add to the screening. Trees that will grow to a sufficient height to screen storage from adjacent properties shall be utilized where the terrain is such that a screen exceeding ten (10) feet in height is needed.

# **AGENDA ITEM #5**



**ORDINANCE NO. 2015-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 GENERAL FUND BUDGET TO COVER UNANTICIPATED DEPARTMENTAL GROUP HEALTH INSURANCE COSTS.**

**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 2014-2015 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
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**Fund 001 General Fund**

Capital

2		Unreserved Fund Balance	61000		<u>\$19,065</u>
					<u>\$19,065</u>

Expenses

5-1701 Recycle Center	Group Health Insurance	11600	\$1,700	
5-1803 Municipal Court	Group Health Insurance	11600	\$11,325	
5-1901 Purchasing	Group Health Insurance	11600	\$3,400	
5-1902 Technology Svcs	Group Health Insurance	11600	\$2,640	
			<u>\$19,065</u>	

[To amend the FY15 General Fund Budget to cover unanticipated Group Health Insurance costs that were not known due to changes in coverage and personnel after the budget was adopted and that were not able to be absorbed by savings in other line items as per the attached memo from the Director of Finance.]

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 27th day of July, 2015.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2015.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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## MEMORANDUM

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To: COURTNEY ALVAREZ, INTERIM CITY MANAGER

From: DEBORAH BALLI, FINANCE DEPARTMENT DIRECTOR

Date: JULY 17, 2015

Subject: GROUP HEALTH INSURANCE

The Finance Department is requesting a budget amendment to cover Group Health Insurance expenditures at the department level that cannot be absorbed by savings in other line items. The following departments either had personnel changes or changes in coverage resulting in increased Group Health Insurance expenditures.

Recycle Center	\$1,700
Municipal Court	\$11,325
Purchasing	\$3,400
Technology Services	\$2,640
<b>Total</b>	<b>\$19,065</b>

Open enrollment occurred after the budget was adopted. Since these expenditures were not known during the FY 14-15 budget process, we are requesting a budget amendment in the amount of \$19,065.

This budget amendment, given your approval, would be on the Commission Meeting agenda July 27, 2015 for first reading.

Sincerely,  
Deborah Balli

## **AGENDA ITEM #6**

**ORDINANCE NO. 2015-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 GENERAL FUND BUDGET TO COVER EXCESS AUDIT FEES.**

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

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2014-2015 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<u>Capital</u>					
2		Unreserved Fund Balance	61000		<u>\$22,076</u>
					<u>\$22,076</u>
<u>Expenses</u>					
5-1801	Finance	Prof Svcs-Audit Services	31470	\$22,076	<u>\$22,076</u>

[To amend the FY15 General Fund Budget to cover excess audit fees as per the attached memo from the Director of Finance. While the audit fees came in over projected budgeted amounts, the total fees were lower than the prior year total audit fees.]

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 27th day of July, 2015.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2015.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# CITY OF KINGSVILLE

FINANCE DEPARTMENT



## MEMORANDUM

To: COURTNEY ALVAREZ, INTERIM CITY MANAGER

From: DEBORAH BALLI, FINANCE DEPARTMENT DIRECTOR

Date: JULY 17, 2015

Subject: AUDIT FEES

The Finance Department is requesting a budget amendment to cover excess audit fees in the amount of \$22,076. The FY 14-15 budget for audit services totaled \$86,500 while total audit fees came in at \$108,576. While this is over budget, this is a \$3,934 decrease over FY 13-14.

<b>Audit Fees</b> <b>Fiscal Year 2012-2013</b>	<b>Audit Fees</b> <b>Fiscal Year 2013-2014</b>
\$112,510	\$108,576

This budget amendment, given your approval, would be on the Commission Meeting agenda July 27, 2015 for first reading.

Sincerely,  
Deborah Balli

## **AGENDA ITEM #7**



**ORDINANCE NO. 2015-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 GENERAL FUND BUDGET TO COVER INCREASED COMMUNICATION FEES.**

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

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2014-2015 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<u>Capital</u>					
2		Unreserved Fund Balance	61000		<u>\$32,000</u>
					<u>\$32,000</u>
<u>Expenses</u>					
5-1020	Municipal Bldg	Communications	31100	\$19,000	
5-2103	PD-Comm.	Communications	31100	\$13,000	
				<u>\$32,000</u>	

[To amend the FY15 General Fund Budget to cover increased Communication Fees as per the attached memo from the Director of Finance. Due to changes in providers, the communication fees for these two departments have come in higher than budgeted.]

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 27th day of July, 2015.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2015.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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## MEMORANDUM

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To: COURTNEY ALVAREZ, INTERIM CITY MANAGER  
From: DEBORAH BALLI, FINANCE DEPARTMENT DIRECTOR  
Date: JULY 17, 2015  
Subject: COMMUNICATIONS

The Finance Department is requesting a budget amendment to cover increased Communication Fees in the Municipal Building and PD-Communications Department. Due to recent changes with communication providers, the costs of phone services has increased. City staff is currently working with the communications providers to ensure all billings are correct. Since the departments will not be able to cover the entire amount of the increase with line item transfers we are asking for a \$32,000 budget amendment for communication expenditures.

This budget amendment, given your approval, would be on the Commission Meeting agenda July 27, 2015 for first reading.

Sincerely,  
Deborah Balli

## **AGENDA ITEM #8**

**ORDINANCE NO. 2015-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 GENERAL FUND BUDGET TO COVER ADDITIONAL FEMA GRANT CASH MATCH FOR FIRE DEPARTMENT.**

**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 2014-2015 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<u>Capital</u>					
4-2200	Fire	Unreserved Fund Balance	61000		\$1,000
					<u>\$1,000</u>
<u>Revenues</u>					
4-2200	Fire	State Grants	72010	\$9,000	
				<u>\$9,000</u>	
<u>Expenses</u>					
5-2200	Fire	Equipment/Machinery	71200	\$10,000	
				<u>\$10,000</u>	

[To amend the FY15 General Fund Budget to cover additional FEMA grant purchases as per the attached memo from the Director of Finance. Leftover grant funds from exhaust removal system were requested to be reallocated for intercom communication system, which would also require a 10% cash match that is shown above.]

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 27th day of July, 2015.

**PASSED AND APPROVED** on this the \_\_ day of \_\_\_\_\_, 2015.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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## MEMORANDUM

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To: COURTNEY ALVAREZ, INTERIM CITY MANAGER  
From: DEBORAH BALLI, FINANCE DEPARTMENT DIRECTOR  
Date: JULY 17, 2015  
Subject: FEMA GRANT FUNDS

The Finance Department is requesting a budget amendment to cover the grant revenues and expenditures associated with the recently approved Resolution 2015-38 authorizing the City to request approval to utilize the remaining funding for vehicle intercom communications system from the FEMA Assistance to Firefighters Grant (that was used to fund fire station exhaust removal systems) on behalf of the Kingsville Fire Department with an anticipated \$1,000 cash match.

This budget amendment, given your approval, would be on the Commission Meeting agenda July 27, 2015 for first reading.

Sincerely,  
Deborah Balli

## **AGENDA ITEM #9**



**ORDINANCE NO. 2015-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 GENERAL FUND BUDGET FOR PARKS DEPARTMENT RECREATIONAL PROGRAMS.**

**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 2014-2015 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<u>Revenues</u>					
4-4503	Parks & Rec.	Adult Softball League Fees	58058	\$6,175	
4-4503	Parks & Rec.	Swim Team Registration	58062	\$2,535	
				<u>\$8,710</u>	
<u>Expenses</u>					
5-4503	Parks & Rec.	Adult Softball League	31498	\$6,175	
5-4503	Parks & Rec.	Swim Team Program	31497	\$2,535	
				<u>\$8,710</u>	

[To amend the FY15 General Fund Budget for recreational programs as discussed in the attached memo provided by the Parks & Recreation Manager to show program fees collected and expended.]

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 27th day of July, 2015.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2015.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# CITY OF KINGSVILLE

FINANCE DEPARTMENT



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## MEMORANDUM

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To: COURTNEY ALVAREZ, INTERIM CITY MANAGER

From: DEBORAH BALLI, FINANCE DEPARTMENT DIRECTOR

Date: JULY 17, 2015

Subject: PARKS RECREATIONAL PROGRAMS

The Finance Department is requesting a budget amendment to record recreational program entry fees and recreational program expenditures in the budget. The Adult Softball League has collected \$6,175 and the Swim Team has collected \$2,535.

This budget amendment, given your approval, would be on the Commission Meeting agenda July 27, 2015 for first reading.

Sincerely,  
Deborah Balli

## **AGENDA ITEM #10**

**ORDINANCE NO. 2015-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 GENERAL FUND BUDGET FOR A KLEBERG COUNTY AIRPORT GRANT CASH MATCH.**

**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 2014-2015 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<u>Revenues</u>					
4-0000	Non-Depart	Transfer In from Fund 091	75091	\$8,334	
<u>Expenses</u>					
5-1030	City Special	Prof Srv-Kleberg Co. Airport	31463	\$8,334	
<u>Expenses</u>					
5-1601	Planning	Grounds & Perm Fixtures	59100		\$8,334
5-6900	Fund Trsfrs	Transfer Out to Fund 001	80001	\$8,334	

[To amend the FY15 General Fund Budget for a Kleberg County Airport grant cash match as per the attached memo from the Director of Finance. The airport intends to submit for a TXDOT grant that has a 10% cash match. The County approved their half of the cash match and this covers the City's half of the match.]

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 27th day of July, 2015.

**PASSED AND APPROVED** on this the \_\_ day of \_\_\_\_\_, 2015.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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## MEMORANDUM

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To: COURTNEY ALVAREZ, INTERIM CITY MANAGER  
From: DEBORAH BALLI, FINANCE DEPARTMENT DIRECTOR  
Date: JULY 17, 2015  
Subject: KLEBERG COUNTY AIRPORT GRANT CASH MATCH

The Finance Department is requesting a budget amendment to transfer \$8,334 from Fund 091-General Fund Capital Projects to General Fund for a Kleberg County Airport grant cash match. The item was approved by the City Commission on the July 17<sup>th</sup>, 2015 agenda. Funds from the 6<sup>th</sup> Street Corridor Tree Planting Project will be used for this transfer.

This budget amendment, given your approval, would be on the Commission Meeting agenda July 27, 2015 for first reading.

Sincerely,  
Deborah Balli

# **AGENDA ITEM #11**



**RESOLUTION NO. 2015-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES BETWEEN THE CITY OF KINGSVILLE AND THE COASTAL BEND COUNCIL OF GOVERNMENTS.**

**WHEREAS**, the City Commission previously approved Resolution #2013-43 on July 22, 2013, Resolution #2011-49 on August 22, 2011, and #2009-59 on October 26, 2009 for E9-1-1 Public Safety Answering Point Services with the COG, which must be renewed every two years; and

**WHEREAS**, the Commission on State Emergency Communications has a requirement that began in 2009 that a new interlocal agreement must be executed between the CBCOG and a participating local government (ie, city or county) every two years and it is time for said renewal; and

**WHEREAS**, the proposed agreement has not changed, but for period of time during which it is in effect, from the one the City Commission approved in 2013 and includes the minimum requirements to remain compliant with existing laws governing 9-1-1 services in the region.

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into an Interlocal Agreement for E9-1-1 Public Safety Answering Point Services between the City of Kingsville and the Coastal Bend Council of Governments 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 27<sup>th</sup> day of July, 2015.

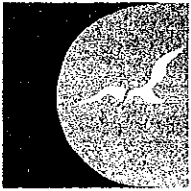
\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# Coastal Bend Council of Governments

July 13, 2015

Ms. Courtney Alvarez  
Interim City Manager  
City of Kingsville  
P.O. Box 1458  
Kingsville, TX 78364

RE: **Interlocal Agreement for E9-1-1 Public Safety Answering Point Services**

Dear Ms. Alvarez:

Councils of government (COGs)/regional planning commissions(RPCs) are required to execute a "Contract for 9-1-1 Services" with the Commission on State Emergency Communications (CSEC) every 2 years in order to continue providing emergency communications services (9-1-1) in this region of Texas. This happens every two years, at the start of a new biennium. At this time, the CBCOG has to execute such an agreement before the end of August 2015. On or before August 31, 2015, I have to certify that the CBCOG has interlocal agreements executed with all 17 local governments in order to receive continuation funding for the 9-1-1 program in this region.

In the Contracts for 9-1-1 Service between the CSEC and the COGs or RPCs, there is an Article 4 that requires an interlocal agreement between the COG and a local government entity operating a Public Safety Answering Point (PSAP). This requirement began in the summer of 2009 and has been in place every two years since. This is the same agreement that was executed 2 years ago.

I have signed and enclosed two copies of an "Interlocal Agreement for E9-1-1 Public Safety Answering Point Services between your local government and the CBCOG. The agreement has not changed other than the period of time during which it is in effect. This agreement includes the minimum requirements to remain compliant with existing laws governing 9-1-1 services in the region. Please sign both documents as soon as possible but before **08/31/2015** and return a fully executed document to me.

Thank you for continuing to provide E9-1-1 services within your jurisdiction and for assisting the CBCOG in this matter.

Sincerely,

John P. Buckner  
Executive Director

Enclosures (2)

cc: Chief Ricardo Torres (letter only)

# **INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY ANSWERING POINT SERVICES**

## **Article 1: Parties & Purpose**

1.1 The **Coastal Bend Council of Governments** (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region **20** (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 **City of Kingsville** (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

## **Article 2: Applicable Law**

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act, Texas Government Code (including Uniform Grant and Contract Management Standards [UGMS]), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

### **Article 3: Deliverables**

#### **3.1 The Local Government agrees to:**

3.1.1 Operate and maintain the **Kingsville Police Department** PSAP located at 1700 E King Street, Kingsville, Texas in the Kingsville Police Department;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

#### **3.2 Ownership, Transference & Disposition of Equipment**

3.2.1. The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the **Coastal Bend Council of Governments** and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.

### 3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

### 3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

### 3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

### 3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;

3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

#### **Article 4: Performance Monitoring**

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

#### **Article 5: Procurement**

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall **Not** purchase or reimburse Local Government for supplies necessary for performance of the deliverables per this Agreement.

#### **Article 6: Financial**

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.

## **Article 7: Records**

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC's current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor's Office shall have the same access and examination rights as the RPC.

## **Article 8: Assignment**

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

## **Article 9: Nondiscrimination and Equal Opportunity**

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

## **Article 10: Dispute Resolution**

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated



legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

#### **Article 11: Suspension for Unavailability of Funds**

11.1 In the event that (i) the RPC's approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC's approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

#### **Article 12: Notice to Parties**

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article and signed on behalf of the party.

12.2 The RPC's address is:

**Coastal Bend Council of Governments  
2910 Leopard Street  
Corpus Christi, TX 78408**

The Local Government's address is:

**City of Kingsville  
City Manager's Office  
P.O. Box 1458  
Kingsville, TX 78364**

12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

### **Article 13: Effective Date and Term**

13.1 This Agreement is effective as of **September 1, 2015** and shall terminate on **August 31, 2017**.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

### **Article 14: Force Majeure**

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

### **Article 15: Confidentiality**

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

### **Article 16: Indemnification**

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.

## **Article 17. Historically Underutilized Business Requirements**

17.1 The Local Government shall comply with requirements of Chapter 2261 of the Government Code regarding Historically Underutilized Businesses.

## **Article 18: Miscellaneous**

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:


Attachment A	Ownership Agreement
Attachment B	Transfer of Ownership Form
Attachment C	Scope of Work
Attachment D	PSAP Operations Performance Measures and Monitoring
Attachment E	Commission Documents – Legislation, Rules and Program Policy Statements

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest.

18.7 This Agreement is executed in duplicate originals.

**Coastal Bend Council of Governments**

**City of Kingsville**

By: 

Printed Name: John P. Buckner

Title: Executive Director

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

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

Printed Name: Courtney Alvarez

Title: Interim City Manager

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

## Attachment A

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction.

The RPC hereby establishes all equipment purchased with 9-1-1 funds located at the Kingsville Police Department PSAP (PSAP Name), in Kingsville, Kleberg County, Texas to be the property of the Coastal Bend Council of Governments, hereinafter referred to as "Owner".

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

Positron VIPER Host Central Premises Equipment [CPE], front and backroom  
Positron ePrinter  
Eventide voice recorder  
[any other equipment with CBCOG numbered name tag displayed on it]

### Coastal Bend Council of Governments

By: 

Printed Name: John P. Buckner

Title: Executive Director

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

### City of Kingsville

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

Printed Name: Courtney Alvarez

Title: Interim City Manager

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

## Attachment B

As stipulated in Article 3 of the Agreement between [REDACTED] (RPC) and [REDACTED] (Local Government) dated [REDACTED], 20[REDACTED], the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer \_\_\_\_\_ Disposition \_\_\_\_\_ Lost \_\_\_\_\_

Please provide the following information in as much detail as possible.

Inventory Number	Current Assignee:
Description	Location:
Serial Number	Signature:
Acquisition Date	Date:
Acquisition Cost	New Assignee:
Vendor	Location:
Invoice Number	Signature:
Purchase Order Number	Date:
Condition	

Continued.....

**Attachment B**  
**Transfer of Ownership Form (continued)**

Action Recommended by: \_\_\_\_\_

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

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

Comments: \_\_\_\_\_

Approved:    \_\_\_\_ Yes    \_\_\_\_ No

Proceeds, if any: \_\_\_\_\_

Approved by: \_\_\_\_\_

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

Comptroller

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

Disposed or Lost Property shall require approval by the agency head.

Reviewed by: \_\_\_\_\_  
Executive Director (or other appropriate title of agency head)

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

## **Attachment C Scope of Work**

*[Include specific activities to be performed, including but not limited to, standards for the use of answering points and the creation of new answering points, inventory/equipment categories, coordination, insurance, technical activities, operating procedures, frequency of testing, event reporting, etc. to insure compliance with this Agreement, the CSEC/RPC contract, Regional Strategic Plan and individual local requirements.]*

**The following pages are taken from the Coastal Bend Council of Governments FY 2016-2017 Stage 2, Section A, 9-1-1 Strategic Plan and these sections of that report address the Scope of Work the sections include:**

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- A.6. Network Testing Plan**
- A.7. Contingency Routing and Call Overflow Plan**
- A.8. PSAP Monitoring Plan**
- A.9. Call Taker Training Plan**



# **Commission on State Emergency Communications**

## **7. Network Testing Plan**

### **Coastal Bend Council of Governments FY 2016-2017**

**To create a paragraph, type "Alt Enter".**

Describe how routine network testing will be accomplished.

**Attach separate sheets, if necessary.**

#### **Network Testing Schedule – how often, who documents the calls, etc.:**

In accordance to Rule 251.1, Regional Strategic Plans for 9-1-1 Services, the CBCOG has established procedures for testing all 9-1-1 Customer Premise Equipment (CPE) including TDD/TTY, 9-1-1 network and 9-1-1 Database services. Testing occurs on a routine basis during quarterly monitoring visits, any time the service is modified or new service is implemented or after outages or problems have occurred.

#### **Network Testing Checklist – ANI, ALI, SR to correct PSAP, etc.:**

CBCOG Public Safety Answering Point (PSAP) operation is a part of the Interlocal Agreement between the CBCOG and the PSAP governing entity. This agreement contains duties that the PSAP has agreed to perform. The duties include making test calls at least once a month to test specifically for wireline and wireless network services, database service, TDD/TTY and any equipment problems. Test calls are documented in a log book by calls taken at the PSAP. Any problems are to be reported immediately to either the maintenance vendor or CBCOG. The agreement also includes a statement that PSAP personnel will assist the CBCOG, at least quarterly, to conduct an inspection of all equipment and network for quality assurance.

#### **Procedure for Reporting Network Testing Findings:**

A trouble LOG is kept at CBCOG of any reported trouble and monitoring checklists are also kept. Outstanding issues are reported when they occur to CBCOG Executive Director, at Emergency Communications Advisory Committee meetings and to CSEC in the quarterly performance report.

## Commission on State Emergency Communications

### 8. Contingency Routing and Call Overflow Plan

#### Coastal Bend Council of Governments

FY 2016-2017

List each PSAP in your Region.

For each PSAP, list (1) what happens to an incoming call when all call taker workstations are busy (overflow plan) and (2) the name of the Alternate PSAP that you have designated to receive the PSAP's 9-1-1 calls in case the PSAP cannot answer their calls.

#### Contingency Routing Plan (Attach separate sheets if necessary)

	Each PSAP has at least two 10-digit admin. lines that are answered in the call taker room to accommodate 911 call overflow.	
Aransas Public Safety Center		San Patricio County SO
Bee County SO	"	Bee PD
Beeville PD	"	Bee County SO
Brooks County SO	"	Jim Wells County SO
Duval County SO	"	Jim Wells County SO
Freer PD	"	Duval County SO
Jim Wells County SO	"	Alice PD
Alice PD	"	Jim Wells County SO
Kleberg County SO	"	Kingsville PD
Kingsville PD	"	Kleberg County SO
Live Oak County SO	"	Bee County SO
Port Aransas PD	"	MetroCom(CCPD/Nueces SO)
Robstown PD	"	MetroCom(CCPD/Nueces SO)
Refugio County SO	"	Bee County SO
San Patricio County SO	"	Aransas Public Safety Center
Ingleside PD	"	San Patricio County SO
Mathis PD	"	San Patricio County SO

# Commission on State Emergency Communications

## 9. PSAP Monitoring Plan

p.1

### Coastal Bend Council of Governments

FY 2016-2017

To create a paragraph, type "Alt Enter".

Provide the following: (1) schedule or frequency of on-site monitoring, (2) method of reporting findings, and (3) attach a sample checklist.

#### **PSAP On-Site Monitoring Schedule:**

Since PSAP monitoring was instituted, the CBCOG has monitored all PSAPs in the Coastal Bend 9-1-1 Network on a quarterly basis. There are 18 PSAPs that are monitored each quarter. The Corpus Christi/Nueces County MetroCom is only required to be monitored once per year. However, it is monitored every quarter until the so called "random performance report validation" comes up in order to not have data available for that report to include MetroCom. If the CBCOG report validation does not come up until the 4th quarter, MetroCom is monitored 4 times. The CBCOG's responsibility is associated with the 20% of the 9-1-1 calls coming from rural Nueces County.

PSAPs are monitored during all 3 months of the quarter. Those monitored in the first month of the quarter are generally monitored in the first month of the next quarter to maintain an approximate 90-day span between monitoring visits. Those PSAPs in close proximity to each other are monitored on the same day to conserve on travel costs.

#### **Method of Reporting PSAP Monitoring Findings:**

Monitoring is performed once every quarter at each PSAP. Any findings are logged on a quarterly monitoring checklist. A copy of all checklists are given to the CBCOG Executive Director/9-1-1 Coordinator with findings listed and these findings are resolved in a timely and appropriate manner. These reports and findings are presented at Emergency Communications Advisory Committee meetings and also reported to the CSEC in the quarterly Performance Reports.

# Commission on State Emergency Communications

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## 9. PSAP Monitoring Plan

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p.2

### 2016 TARGETS

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
Target number of on-site visits	18	18	18	18

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### 2017 TARGETS

	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
Target number of on-site visits	18	18	18	18

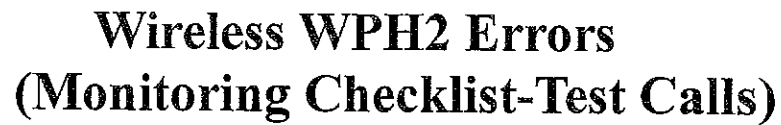
**Coastal Bend Council of Governments**  
**911 Network**  
**Monitoring Checklist**

**PSAP** \_\_\_\_\_ **Quarter** \_\_\_\_\_ **Date** \_\_\_\_\_

Category	Check Box if in Compliance	Findings/Comments
<b>Posted Info</b>		
Language Line	<input type="checkbox"/>	
COG SOP	<input type="checkbox"/>	
<b>Network Testing</b>		
Make Busy	<input type="checkbox"/>	
Call Rollover	<input type="checkbox"/>	
Trunks	<input type="checkbox"/>	
Transfers	<input type="checkbox"/>	
<b>Positions</b>	<input type="checkbox"/>	
<b>Wireless ANI</b>	<input type="checkbox"/>	
<b>Wireline ANI/ALI</b>	<input type="checkbox"/>	
<b>Map/Display</b>	<input type="checkbox"/>	
<b>GIS Update</b>	<input type="checkbox"/>	
<b>Printers</b>		
Eprinter	<input type="checkbox"/>	
Laser	<input type="checkbox"/>	
Eprinter print to Laser	<input type="checkbox"/>	
Positions print to Laser	<input type="checkbox"/>	
<b>TDD Equipment</b>		
Stand alone	<input type="checkbox"/>	
Current test call logs	<input type="checkbox"/>	
<b>UPS/Battery</b>	<input type="checkbox"/>	Load      Battery      Est.Run Time
<b>Voice recorders</b>		
Audio Quality/Function	<input type="checkbox"/>	
<b>Miscellaneous</b>		
PSAP Radio	<input type="checkbox"/>	
Servers Reboot/Clear Counter	<input type="checkbox"/>	

**Quality Assurance Inspections**

At least quarterly, the CBCOG and the PSAP shall conduct inspections for all CPE and network equipment located at each answering point. Inspections shall include phone position buttons/labels, trunks, printers, TDDs, UPS battery levels, voice recorders, ANI/ALI displays on each answering position, accessibility and condition of 9-1-1 equipment, non-CSEC- approved third party software integration, and other items as identified by CBCOG.



### Location/Long-Lat

- PSAP's need to wait 30 seconds in between re-transmitting (RTX) from WRLS to WPH2
- Fax sheets to CBCOG at 361.883.5749

# **Commission on State Emergency Communications**

## **10. Call Taker Training Plan**

### **Coastal Bend Council of Governments**

**FY 2016-2017**

**To create a paragraph, type "Alt Enter".**

The plan may include on-site training provided at the PSAP, on-line training, and off-site classes.

Call takers should be afforded the most current information available.

TDD training must be made available to the call takers as least twice each year.

Please provide: (1) the proposed schedule of training and (2) the training plan.

#### **Call Taker Training Class Calendar (Attach separate sheet if necessary)**

The CBCOG has now secured two Texas Comomission on Law Enforcement (TCOLE) certified local instructors to provide the 8 hour TCIC/NCIC courses for the dispatchers in the Coastal Bend region. This class will be provided at no cost to call takers from any PSAP within the Coastal Bend Region. The classes are scheduled on an as needed basis which is usually 2 or 3 times per year.

The basic 40-hour TCOLE dispatch training isi offered to the dispatchers locally at their own PSAP sites. Websites have also been provided to offer 40-hour courses online.

The CBCOG makes available TDD/TTY classes twice a year (every 6 months) as required for both FY 2015 and 2016. CBCOG has secured 2 local instructors. The class is provided at no cost to call takers from any PSAP in the Coastal Bend Region. The class is scheduled for March 2015, 2016 and 2017 and in September 2015, 2016 and 2017.

#### **Plan for providing training to 9-1-1 call takers in the region (Attach manual or separate sheet if necessary)**

The CBCOG has inter-local agreements in place with all local governments having a PSAP. That agreement addresses call taker training requirements. Local governments must provide call taker s and/or dispatchers access to emergency communications training, as required. The local government must notify the CBCOG of any new 9-1-1 call takers/disptchers and schedule training for them as soon as possible. The local government may train its own personnel but it must certifyin writing to the CBCOG that new 9-1-1 call takers have been trained. The CBCOG will also solicit interest in the TDD classes via ECAC meetings and mailings to PSAP managers.

The CSEC "Best Practices for Basic 9-1-1 Training," i.e. Training Manual is included within a resource guide at each PSAP in the call taker/dispatch room. The manual is reviewed with the call takers during quarterly monitoring visits. This resource guide includes the latest operating procedure guidance and covers how to answer 9-1-1 calls, how to handle misrouted calls, the language line circuit, equipment testing, trouble reporting and contact information. A copy of the document follows.

**Coastal Bend Council of Governments**

**Operating Procedures**

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**For**

**Public Safety Answering Points**



## **ANSWERING CALLS**

- 1) Calls should be answered by the 3rd ring.
- 2) Verify the callers location
- 3) Transfer the call to another PSAP if not in your jurisdiction
- 4) Determine the situation and problems
- 5) Dispatch appropriate agency
- 6) Release the call

## **MIS-ROUTED CALLS**

- 1) On the provided log sheets, document all ALI information. It is imperative to get the ESN and address along with the PSAP where the call was transferred.
- 2) Send the log sheet to the designated person at CBCOG with the appropriate printout for the 911 call in question.
- 3) This should be done on the day it occurred.
- 4) If this appears to be a global issues, all calls from an area/exchange, escalate this to a telephone company issue and contact CBCOG directly.

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## **IMPROPER ALI INFORMATION**

- 1) On the provided log sheets, document all ALI information and correct information.
- 2) Forward the log sheet to your designated Addressing Agent with the printout of 911 call information.

## **"NO RECORD FOUND" ALI INFORMATION**

- 1) On the provided log sheets, document all information that you can get from the caller. Most importantly get the caller's phone number and name, record the date/time and your name.  
Provide as much location information as possible to assist the Addressing Agent
- 2) Forward the log sheet to your designated Addressing Agent with a printout of the 911 call information.

## **"FOREIGN LANGUAGE" CALLER**

- 1) Your ID and Access Code is posted on a the wall/bulletin board and will be required by AT&T
- 2) Conference the A.T. & T. Language Line operator with the call  
**DO NOT TRANSFER THE CALL**

## **9-1-1 CIRCUITS and EQUIPMENT TESTING**

### **CPE – Receiving Calls**

- 1) Each shift should perform "911 Test Calls" to verify CPE and Telephone Company functionality
- 2) One call should be placed for each 911 Trunk and verified that the trunks rotate and can be answered. The phone company will rotate for each successive call beginning with trunk #1 then trunk #2 and when the last trunk is used will roll to trunk #1.

### **CPE – Additional Functions**

- 1) Weekly testing, during "off peak hours", should be performed for each PSAP Transfer Button and Speed Dial Button for functionality and that the transfer is going to the correct location.

### **TRUNK Roll Over**

- 1) Monthly, during "off peak hours", place a 911 call, answer it and put the call on hold. Then from another line or cell phone continue placing calls and putting them on hold until all 911 lines are busy and on hold. The next call should then be "rolled over" by the telephone company to your 7-digit lines.
- 2) Report any problems as a "minor failure", during normal business hours to CBCOG.

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### **MAKE BUSY Circuit**

- 1) Monthly, during "off peak hours", the Make Busy Switch circuit should be tested by turning the switch to the marker "ON" or "TRANSFER" position and then doing a "test call". The call should then be transferred by the telephone company to your 7-digit phone line. After the test set the switch back to the "OFF" or "NORMAL" position.

NOTE: In some instances the Make Busy will be programmed to send calls to another PSAP

- 2) Report any problems as a "minor failure", during normal business hours to CBCOG.

### **VOICE RECORDERS**

- 1) Insure that previous test calls were legibly recorded and that the rewind, fast forward, play and record functions work correctly.
- 2) This should be done in accordance with the agency protocol, depending on the level of access the user is granted to the recording system by the agency. [ may need supervisor access rights ]
- 3) Report any problems as a "minor failure" during normal business hours to the CBCOG and/or the Vendor.

### **TDD Keyboards [or stand alones]**

- 1) Daily, in a scheduled rotation so that each call taker maintains skills
  - 2) Place a call from one unit to 911 or have a outside person/agency place a TDD call
  - 3) Call taker should use the preprogrammed keys along with the keyboard for questions/answers
  - 4) Do a final test of each key to insure that each person is sending, receiving and printing each key.
  - 5) Take the print out, initial and date it, and keep it with a "TDD Testing Folder" for verification
- NOTE: Verification is not only for CBCOG and CSEC but could be required for ADA Compliance

## **TROUBLE REPORTING**

Take Immediate Action as necessary

1) Follow any agency guidelines and "good judgement" such as:

- A) Disconnecting electrical power if equipment is on fire
- B) Preventing rising water from damaging equipment
- C) Evacuation procedures

After arriving at location Contact CBCOG Emergency Number and CBCOG Staff

NOTE: If you feel that the problem will not be covered by warranty and/or service contract then:

- 1) Ask yourself "Is this important to call me at 2:00am?"
- 2) Follow your agency protocol, ie. contact your supervisor
- 3) Contact CBCOG

### **Critical Failures & Alarms**

Not receiving any calls

Can not answer call [phone rings]

No ALI information [both circuits are down]

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1) Contact the appropriate Vendor (below) Emergency Numbers

2) Contact CBCOG Emergency Number in SOP manual.

3) Contact CBCOG staff by direct page in SOP manual in order shown ]

NOTE: allow enough time for first response before proceeding

### **Major Failures & Alarms**

One 911 Trunk not functioning

One ALI Circuit Down [when time exceeds one hour]

1) Contact CBCOG Emergency Number

2) Contact CBCOG Staff by pager [ in order shown ]

NOTE: allow enough time for first response before proceeding

### **Minor Failures & Alarms**

1) Contact CBCOG Emergency Number in SOP manual.

2) Contact CBCOG Staff by pager[ in order shown in SOP manual.

NOTE: allow enough time for first response before proceeding

### **All other issues**

1) Contact CBCOG during normal business hours

## **AGENDA ITEM #12**

**RESOLUTION NO. 2015-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND WESTERN STATES CONTRACTING ALLIANCE FOR ALL ALLOWABLE PURCHASES INCLUDING BUT NOT LIMITED TO PARTICIPATING ADDENDUM FOR DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") has previously benefited from cooperative purchasing agreements with other governmental bodies to work for the benefit of our citizenry when able to do so; and

**WHEREAS**, state laws allows governing bodies, like the City, to enter into agreements like this one to take advantage of those purchasing contracts for the benefit of their city; and

**WHEREAS**, the City has previously entered into cooperative purchasing agreements with other entities and found them to be useful; and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of 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 Cooperative Purchasing Agreement Between the City of Kingsville and Western States Contracting Alliance for all allowable purchases including but not limited to Participating Addendum for Data Communications Products and Services 14-19 between City of Kingsville, Texas and ShoreTel, Inc., and allowing Endorsement and Authorization as a Participating Entity 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 27th day of July, 2015.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## Purchasing/IT Department

361-595-8025  
361-595-8035 Fax

DATE: July 16, 2015  
TO: City Commission through City Manager  
FROM: David Mason, Purchasing/IT Director  
SUBJECT: Addendum to WSCA-NASPO Agreement for Shoretel

### **SUMMARY**

This addendum to our current participation agreement with the Western States Cooperative Alliance (WSCA) covers Data Communications Products and Services contracts and allows for the purchase of the Shoretel phone system previously authorized by City Commission.

### **BACKGROUND**

This addendum is very similar to the addendum approved by City Commission in September 2011 with Autozone through WSCA.

### **FINANCIAL IMPACT**

There is no specific financial impact of the contract addendum itself, however it does provide for the purchase of the phone system and network infrastructure of \$211,108.48 on PO 151389 to Richline Technical Services the local installer of Shoretel.

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
**Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
ShoreTel, Inc  
Master Agreement No: AR627  
(hereinafter "Contractor")

And  
City of Kingsville, TX  
(hereinafter "Participating State/Entity")

Page 1 of 3

1. **Scope:** This addendum covers the Data Communications Products and Services 14-20 contracts led by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Agreement:**  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)  
**No changes are required.**

4. **Lease Agreements:**  
**No equipment will be leased.**

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Holly Davis
Address	960 Stewart Drive Sunnyvale, CA 94085
Telephone	408-900-1195
Fax	
E-mail	<a href="mailto:hdavis@shoretel.com">hdavis@shoretel.com</a>

Participating Entity

Name	City of Kingsville, TX
Address	PO Box 1458 Kingsville, TX 78364



**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
**Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
ShoreTel, Inc  
Master Agreement No: AR627  
(hereinafter "Contractor")

And  
City of Kingsville, TX  
(hereinafter "Participating State/Entity")

Page 2 of 3

Telephone	361.595.8025
Fax	361.595.8035
Email	dmason@cityofkingsville.com

6. Subcontractors: All [contractor] dealers and resellers authorized in the State of xxxxxxxxx, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: City of Kingsville, TX	Contractor:
By:	By:
Name: David Mason	Name:
Title: Director of Purchasing and Technology	Title:
Date:07/16/2015	Date:

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Paul Stembler
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**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19**  
**Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
ShoreTel, Inc  
Master Agreement No: AR627  
(hereinafter "Contractor")

And  
City of Kingsville, TX  
(hereinafter "Participating State/Entity")

Page 3 of 3

Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

**[Please email fully executed PDF copy of this document to**  
**PA@wsca-naspo.org to support documentation of participation and**  
**posting in appropriate data bases]**

## **AGENDA ITEM #13**

**RESOLUTION NO. 2015-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL PARTICIPATION AGREEMENT FOR THE GOODBUY PURCHASING COOPERATIVE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") has previously benefited from cooperative purchasing agreements with other governmental bodies to work for the benefit of our citizenry when able to do so; and

**WHEREAS**, state laws allows governing bodies, like the City, to enter into agreements like this one to take advantage of those purchasing contracts for the benefit of their city; and

**WHEREAS**, the City has previously entered into cooperative purchasing agreements with other entities and found them to be useful; and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of 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 an Interlocal Participation Agreement for the Goodbuy Purchasing Cooperative 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 27th day of July, 2015.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## Purchasing/IT Department

361-595-8025  
361-595-8035 Fax

DATE: July 16, 2015

TO: City Commission through City Manager

FROM: David Mason, Purchasing/IT Director

SUBJECT: Purchasing Coop Agreement with Goodbuy Purchasing Cooperative

### **SUMMARY**

This item authorizes an interlocal agreement for cooperative purchasing with the GoodBuy Purchasing Cooperative, ESC2, 209 N Water, Corpus Christi, TX 78401. Chapter 271 Subchapter F of the local government code, and the Interlocal Cooperation Act, 791.001, allow cities to enter into agreements with each other as well as other state and national organizations to purchase goods and services.

### **BACKGROUND**

Cooperative purchasing has served the City of Kingsville by offering items that have been bid, saving time and money.

### **RECOMMENDATION**

It is recommended we are allowed to enter into this interlocal agreement with the Goodbuy Purchasing Cooperative for the mutual benefit of all entities.

### **FINANCIAL IMPACT**

There is no specific financial impact of the interlocal agreement itself.



Purchasing Program of the Education Service Center, Region 2

## **Interlocal Participation Agreement for the Goodbuy Purchasing Cooperative**

This Interlocal Participation Agreement is entered into by and between the Goodbuy Purchasing Cooperative, and the Education Service Center, Region 2, a state agency of cooperating local governments, acting on its own behalf of all participating local governments, and the undersigned local government of the State of Texas (Cooperative Member). Herein, referred to as Goodbuy. The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

### **Witnesseth:**

WHEREAS, the Cooperative Members are authorized by the Texas Government Code, Chapter 791, et seq., of the Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form Purchasing Cooperatives; and

WHEREAS, the Education Service Center, Region 2 is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Interlocal Participation Agreement, and such further amendments as may be made in the future, reflecting the evolving mission of Goodbuy and further agrees to become an additional party to that certain Interlocal Agreement.

NOW BE IT RESOLVED, that the undersigned Cooperative Member in consideration of the agreement of the Goodbuy Purchasing Cooperative and the Cooperative Members to provide services as detailed in this agreement, does hereby agree to the following terms, conditions, and general provisions.

In return for the membership, and subject to all terms of this Agreement, the parties agree as follows:

### **TERMS AND CONDITIONS**

#### **1. Adopt Interlocal Cooperation Participation Agreement:**

The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Interlocal Participation Agreement.

#### **2. Term:**

This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals.

#### **3. Termination:**

(a) **By the Cooperative Member:** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to Goodbuy;



Purchasing Program of the Education Service Center, Region 2

(b) **By the Cooperative:** The Cooperative may terminate this Agreement by giving thirty (30) days notice by certified mail to the Cooperative Member if the Cooperative Member fails to abide by this Agreement, or by state laws of the State of Texas or any procedure of the Cooperative.

(c) **Termination Procedure:** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if Goodbuy terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases by the Cooperative Member occurring after the termination date.

#### **4. Cooperative Reporting:**

The Cooperative Member shall provide monthly activity reports to Goodbuy (all purchases conducted through Cooperative contracts). These reports may be modified from time to time as deemed appropriate by Goodbuy.

### **GENERAL PROVISIONS**

#### **1. Authorization to Participate:**

Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Goodbuy Purchasing Cooperative.

#### **2. State Laws:**

The Cooperative Member and Goodbuy agree to abide by the State of Texas laws governing the Purchasing Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.

#### **3. Cooperation and Access:**

The Cooperative Member and Goodbuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by Goodbuy or the Cooperative Member. Goodbuy reserves the right to audit the relevant records of any Cooperative Member, and vice-versa. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

#### **4. Coordinator:**

The Cooperative Member agrees to appoint a Cooperative coordinator who shall have expressed authority to represent the Cooperative Member, and Goodbuy will not be required to contact any other individual regarding Cooperative matters. Any notice to the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Goodbuy Administrator within 10 days. Such notice is not effective until received by Goodbuy.

#### **5. Defense and Prosecution of Claims:**

The Cooperative Member authorizes Goodbuy to regulate the commencement, defense, intervention, or participate in a judicial, administrative, or other governmental proceedings or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of Goodbuy and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, at the Cooperative's sole discretion, with respect to such litigation, claims or disputes. The Cooperative Member does hereby agree that any suit brought against Goodbuy or a Cooperative Member may be defended in the





Purchasing Program of the Education Service Center, Region 2

name of Goodbuy or the Member by the counsel selected by Goodbuy, at its sole discretion, or its designee, on behalf of and at the expense of Goodbuy as necessary for the prosecution of any litigation. The Texas School Law Bulletin, 2012 Edition - page 33, Section 8.006 Immunity from Liability: An employee or volunteer of a regional education service center is immune from liability to the same extent as an employee or volunteer of a school district (added by Acts 1997 - 75th leg. ch.268, 1 eff. May 26, 1997). Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates Goodbuy to act as a class representative on its behalf in matters rising out of this Agreement.

#### **6. Governance:**

Goodbuy shall be governed by a Board of Trustees ("Board") for the Education Service Center, Region 2, in accordance with the laws of the State of Texas.

#### **7. Limitations of Liability:**

COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

#### **8. Warranty:**

THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9. Merger:**

The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the Goodbuy Purchasing Cooperative, and Cooperative Member electing to participate in the Cooperative.

#### **10. Notice:**

Any written notice to the Goodbuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: Goodbuy Bid Administrator, Education Service Center, Region 2, 209 North Water Street., Room 2-022, Corpus Christi, Texas 78401-2528.

#### **11. Venue:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and venue shall lie in Nueces County, Texas.

#### **12. Warranty:**



Purchasing Program of the Education Service Center, Region 2

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives;  
**TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE**, as acting on behalf of all other Cooperative Members

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Katie Hoover, Goodbuy Purchasing Cooperative Specialist

\_\_\_\_\_  
(Name of Local Government)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of authorized representative of Cooperative Member)

Coordinator for the Cooperative Member:

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



## **AGENDA ITEM #14**



## Purchasing/IT Department

361-595-8025  
361-595-8035 Fax

DATE: July 16, 2015  
TO: City Commission through City Manager  
FROM: David Mason, Purchasing/IT Director  
SUBJECT: Wireless Network Installation

### **SUMMARY**

This project will connect City building through a wireless network.

### **BACKGROUND**

In order to provide a more secure and reliable network for multiple City buildings, wireless network infrastructure was budgeted under Capital Outlay for New City Hall under 091-5-103.0-713.00. It will be accomplished with two separate POs. One to Aruba Wireless Hardware for \$44,639.52 and one to CDWG for managed services for \$111,275.49 under the DIR contract.

### **RECOMMENDATION**

It is recommended that we proceed with this project to enhance security and reliability of the City's network infrastructure.

### **FINANCIAL IMPACT**

This will expend a total of \$155,915.01 from 091-5-103.0-713.00