

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION**

**MONDAY, FEBRUARY 22, 2016  
REGULAR MEETING**

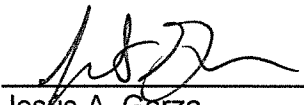
**HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS  
CITY HALL/200 EAST KLEBERG AVENUE  
5:30 P.M.-Workshop  
6:00 P.M.-Regular Meeting**

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

#### **OPEN MEETING**

**WORKSHOP:** Presentation from the EDC and the Retail Coach. (City Manager).

APPROVED BY:

  
\_\_\_\_\_  
Jesus A. Garza  
City Manager

#### **REGULAR MEETING RESUMES**

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

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

Regular Meeting – February 8, 2016

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

1. NONE.

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

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

*Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."*

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

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

#### **V.**

##### **Consent Agenda**

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

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

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

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

1. Motion to approve final passage of an ordinance amending Chapter VII, Article 5, Traffic Schedules, reducing the speed limit on certain areas of Santa Gertrudis (from Seale Street west to Santa Monica Street) to 20 miles per hour, providing for appropriate penalties, fines, and fees regarding the regulation thereof. (City Engineer/Public Works Director).
2. Motion to approve a resolution authorizing the City Manager to enter into an Interlocal Agreement for Cooperative Purchasing of goods and services between the City of Kingsville and the City of Frisco, Texas, as per staff recommendation. (Purchasing & Technology Director).

##### **REGULAR AGENDA**

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

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

3. Consideration and approval of an ordinance authorizing the issuance of "City of Kingsville, Texas Certificates of Obligation, Series 2016" and approving all other matters related to the issuance of the certificates of obligation. (Finance Director).
4. Consider a resolution authorizing the City Manager to enter into the 2016 Election Services Agreement between the City of Kingsville and Kleberg County Clerk. (City Secretary).
5. Consider a resolution authorizing the City to submit an application to the State Defense Economic Adjustment Assistance Grant (DEAAG) Program for the purpose of requesting grant funding for land acquisition for encroachment prevention near the base. (Planning & Development Services Director).
6. Consider authorizing the purchase of an Air Curtain Incinerator for the Landfill via BuyBoard, as per staff recommendation. (Purchasing & Technology Director).

7. Consider a resolution authorizing the submission of an application to the Coastal Bend Council of Governments for the purpose of requesting prescription drug collection units. (Commissioner Leubert).
8. Consider final passage of an ordinance amending the Chapter III, Article 7, Personnel Policies, Section 1 Classification and Compensation Plan to add a Capital Improvements Manager position and correct clerical error to the City of Kingsville Classification and Compensation Plan for Fiscal Year 2015-2016. (City Manager).
9. Consider final passage of an ordinance amending the Fiscal Year 2015-2016 Utility Fund Budget for the addition of a Capital Improvements Manager. (Finance Director).
10. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Budget to use remaining funds in CO Series 1998 and CO Series 2011 for street maintenance funding. (Finance Director).
11. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Budget for the retainage portion of the Water Well #25 drilling contract. (Finance Director).
12. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 8, Section 3- Traffic Control Devices, providing for the authority to replace yield sign with stop sign on Armstrong Ave. at Caesar Ave. (City Engineer/Public Works Director).
13. Consider authorizing the purchase of a fire apparatus (engine) and equipment from Metro Fire Apparatus Specialists, Inc. via HGAC, as per staff recommendation. (Purchasing & Technology Director).
14. Consider authorizing the purchase and installation of driving range improvements at the City's L.E. Ramey Golf Course with Synlawn via TCPN Purchasing Cooperative, as per staff recommendation. (Purchasing & Technology Director).

## **VII. Adjournment.**

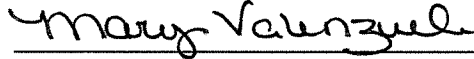
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative 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 are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail [mvalenzuela@cityofkingsville.com](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:

February 19, 2016 at 3:30 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)**

**FEBRUARY 8, 2016**

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, FEBRUARY 8, 2016 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.**

**CITY COMMISSION PRESENT:**

Sam Fugate, Mayor  
Al Garcia, Commissioner  
Arturo Pecos, Commissioner  
Noel Pena, Commissioner

**CITY COMMISSION ABSENT:**

Dianne Leubert, Commissioner

**CITY STAFF PRESENT:**

Jesús Garza, City Manager  
Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
Tom Ginter, Director of Planning & Development Services  
Deborah Balli, Finance Director  
Charlie Cardenas, Public Works Director/Engineer  
Susan Ivy, Parks Manager  
Emilio Garcia, Health Director  
Robert Rodriguez, Library Director  
David Mason, Purchasing Director  
Ricardo Torres, Police Chief  
Willie Vera, Task Force Commander  
Melissa Perez, Risk Manager  
Leo Alarcon, Tourism Director  
Frank Garcia, Waste Water Supervisor  
Bill Donnell, Assistant Public Works Director  
Alicia Tijerina, Administrative Assistant II

**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 Leubert being absent.

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

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

**MINUTES OF PREVIOUS MEETING(S)**

Regular Meeting – January 25, 2016

Mayor Fugate called for a motion to approve the minutes of January 25, 2016.

**Motion made by Commissioner Garcia to approve the minutes of January 25, 2016 as presented, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Garcia, Pena, Pecos, Fugate voting “FOR”.**

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

1. NONE.

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

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

Mr. Garza presented a certificate to Alicia Tijerina for Employee of the Month for the month of January for her dedication and hard work. Mr. Garza announced that the Texas Department of Agriculture has awarded grant funding to the City of Kingsville in the amount of \$58,000 which will be used for downtown projects. He further announced that Melissa Perez Risk Manager has submitted her resignation for any opportunity to work with Brazos County. Mrs. Perez's last day with the city is February 29<sup>th</sup>.

Mrs. Courtney Alvarez announced that the next regular meeting is scheduled for February 22<sup>nd</sup>. Agenda items for this meeting are due by Friday, February 12<sup>th</sup>. Staff will be doing a bond rating call on Wednesday, February 11<sup>th</sup> and bond bids will open on February 22<sup>nd</sup>; there should be an action at the meeting scheduled on February 22<sup>nd</sup> to award the bid for the bonds with the anticipated delivery date of March 17<sup>th</sup>.

Mr. Garza stated that the Certificates of Obligation that staff is pursuing includes \$250,000 for the Golf Course. Some discussion has been taking place exploring the options for course of action for improvements at the Golf Course. The idea is to convert the driving range into a practice facility which will include adding some synthetic greens and bunkers to create more of a practice facility. The second thing are the greens and fairways, there were a few options that are being taken into consideration; one being to completely redo the greens and fairways but due to the labor extensive component behind it, would require to shut down the Golf Course. The other option is to close nine holes at a time and complete the project that way. The first nine holes will close March 1<sup>st</sup> and plan on finishing this project by June 1<sup>st</sup>.

Commissioner Pecos stated that option 2, closing nine holes at a time is the best option as the Golf Course will still be operating on a daily basis. Pecos further asked about the kitchen area. Mr. Garza state that some monies have been allocated for the kitchen area. At this time staff is working with Aramark of TAMUK to potential assets the equipment that is in the kitchen. Staff has already worked on the physical improvements the kitchen needs as well as the addition of some potential furniture.

Commissioner Garcia stated that his concern is the cleanliness of the kitchen and has it been addressed. Mr. Garza responded that he was not sure at this time.

Mayor Fugate asked about the lighting at the Golf Course. Mr. Garza stated that funding has not been allocated at this time. Mayor Fugate commented that he did not understand why the Golf Course has not applied for alcohol license. Mr. Garza responded that the preference is for a third party to come in and do the concessions, and they would need to retrieve the license for the sale of alcohol.

Commissioner Garcia asked that if a third party handles the beer sales, how would this benefit the City. Mr. Garza responded that with a concessionaire contract, the concessionaire would pay rent and a percentage of their profits.

Mrs. Deborah Balli, Finance Director presented the Fiscal Year 2015-2016 First Quarter Investment Report for quarter ended December 31, 2015. Total Cash and Investments are as follows: Kleberg Bank Non Investment Cash Balances \$4,698,939.80; Texas Class Investment Bank Accounts \$13,797,141.83; Certificates of Deposits \$10,160,138.02, for a total cash and investments \$28,656,219.65. Total Cash & Investments – Annual Comparative for 1<sup>st</sup> Quarter ended December 31, 2015 is Kleberg Bank Non Investment Cash Balances last was \$4.2 million versus \$4.6 million this year; Texas Class Investment Bank Account had \$17.3 million versus \$13.7 million for this year; Certificates of Deposit were \$8 million versus \$10.1 million this year; for a total cash & investments of \$29.5 million for last year versus \$28.6 million for this year. Balli stated that investment requirements are as followed; percentages in cash should be at least 35% with it now being 64%. Percentage in CD's at least 10% with is now being 35%. Percentage in US Treasuries not to exceed 10% is at 0.00%. Total Non-Investment Cash Account Balances is \$4,298,939.80. Balli further discussed the City of Kingsville's CD's from October 1, 2015 through December 31, 2015. Total of this account as of December 31, 2015 is principal amount of \$10,160,138.02, interest earned through 1<sup>st</sup> Quarter totals to \$23,050.03 and Principal plus interest total \$10,183,188.05. Balli further discussed the investment summary comparison quarter ended September 30, 2015 versus quarter ended December 31, 2015.

Mrs. Balli presented the 2015-2016 Quarterly Budget Report for quarter ending December 31, 2015. Balli stated that all revenue accounts are trending as expected in relation to current year projections and past year performances.

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

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

No public comments were made.

#### **V.**

##### **Consent Agenda**

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

*The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the*

*item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.*

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

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

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

**1. Motion to approve final passage of an ordinance granting a special use permit for 3430 S. U.S. Hwy. 77 Bypass (6.07 acres at Lot 2, Abinco Ind Park 1 (amended replat) (A/K/A Hwy. 77 One Stop) for a recreational vehicle park. (Planning & Development Services Director).**

**2. Motion to approve final passage of an ordinance amending the City of Kingsville Fiscal Year 2015-2016 General Fund Budget to accept and expend donation for the Parks Department. (Finance Director).**

**3. Motion to approve resolution authorizing the release of Chapter 59 funds of the Kingsville Specialized Crimes and Narcotics Task Force for donation to the Douglass Youth Center, Inc. (Task Force Commander).**

**REGULAR AGENDA**

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

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

**4. Consider final passage of an ordinance changing the zoning map in reference to Lot 1, Block 1, Terrace Village, known as 1227 E. Lott St. from R1-Single Family District to C2-Retail District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Planning & Development Services Director).**

Mr. Ginter stated that there is language in the Code that it doesn't meet all the codes; a Certificate of Occupancy cannot be issued. There is allowance regarding the parking within this lot and that is that within 300 feet of the building they can use as a parking area. Ginter further stated that CASA has received permission, in writing, from the church next door allowing them to use their parking lot if needed.

Mayor Fugate asked how many complaints staff received regarding this rezone. Mr. Ginter commented that staff received two complaints of the nineteen that were noticed.

**Motioned made by Commissioner Pecos to approve this ordinance, seconded by Commissioner Garcia.**

Mayor Fugate commented that due to the Planning & Zoning Commission decision to deny this item, it will take a super majority vote of the City Commission to approve this item.

Mrs. Alvarez commented that this was correct as it states it in Section 15-6-4(a).

Mayor Fugate commented that CASA is a great organization and does some good work for our community. This vote is not a reflection on CASA but only a zoning issue. Fugate further stated that when he has one person complaining, he needs to listen to that citizen.

**Motion failed for a lack of a Super Majority required by Code of Ordinances Section 15-6-4(a): Pena, Garcia, Pecos voting "FOR". Fugate voting "AGAINST".**

**5. Consider resolution ordering the City of Kingsville General Election, designating voting precincts, polling places establishing election procedures and appointing Early Voting Clerk. (City Secretary).**

**(CONSIDERACION DE UNA RESOLUCIÓN QUE ORDENA LAS ELECCIONES GENERALES DE LA CIUDAD DE KINGSVILLE, DESIGNA LOS DISTRITOS ELECTORALES Y LOS SITIOS DE VOTACIÓN, ESTABLECE LOS PROCEDIMIENTOS DE LAS ELECCIONES Y NOMBRA A LA SECRETARIA ENCARGADA DE LA VOTACIÓN ANTICIPADA). (SECRETARIA MUNICIPAL).**

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

**6. Consider introduction of an ordinance amending Chapter VII, Article 5, Traffic Schedules, reducing the speed limit on certain areas of Santa Gertrudis (from Seale Street west to Santa Monica Street) to 20 miles per hour, providing for appropriate penalties, fines, and fees regarding the regulation thereof. (City Engineer/Public Works Director).**

This item is to extend the speed zone on Santa Gertrudis Avenue from Seale Street to Santa Monica Street, from the existing 30 mile per hour to 20 miles per hour.

Introduction item.

**7. Consider introduction of an ordinance amending the Chapter III, Article 7, Personnel Policies, Section 1 Classification and Compensation Plan to add a Capital Improvements Manager position and correct clerical error to the City of Kingsville Classification and Compensation Plan for Fiscal Year 2015-2016. (City Manager).**

Request amendment of the City of Kingsville Classification and Compensation Plan for 2015-2016 to create a new position Capital Improvements Manager, Management Level 3, with a salary range of \$41,621 to \$68,685 funded by the Utility Fund. The annual budgetary impact for the proposed position is \$78,206 to the Utility Fund based on an annual salary of \$55,000. The annual budgetary impact includes salary, benefits and taxes for the position for an entire fiscal year. It will require \$45,725 for the remainder of this Fiscal Year 2015-2016 the breakdown will be Salary \$32,084; Benefits \$10,835; and Taxes \$2,806.

Mr. Garza commented that this position will report directly to the City Engineer/Public Works Director. In the future, this position will be split between the Utility Fund and General Fund accounts.

Commissioner Pena requested that a copy of the job description be included in the packet for the next meeting.

Introduction item.

**8. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Utility Fund Budget for the addition of a Capital Improvements Manager. (Finance Director).**

Introduction item.

**9. Consider a resolution authorizing the City Manager to enter into an Interlocal Participation Agreement between the City of Kingsville and TASB Energy Cooperative for all allowable fuel purchases. (Purchasing & Technology Director).**

This item authorizes the City of Kingsville to participate with the TASB Energy Cooperative. The City has been using the BuyBoard Fuel Cooperative to purchase bulk gasoline and this program is being mover under the TASB Energy Corp. It is staff recommendation to enter into this interlocal with TASB which keeps our coop pricing on bulk gasoline and also affords different options for fuel and energy purchases in the future.

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

**10. Consider authorizing the purchase of office furniture for the new city hall via the TCPN Cooperative contract with HON, as per staff recommendation. (Purchasing & Technology Director).**

This item authorizes the purchase of furniture for various department in conjunction with the move to the new City Hall. This is a budgeted purchase of which \$100,000 is available. It is recommended the Commission approve the purchase of furniture from HON in the amount of \$59,853.40 with an additional 10% allowance for any changes, bringing the approved amount to be no more than \$65,838.74. An additional purchase order will be issued to Gateway Printing in the amount of \$16,400.00 for delivery and setup of said furniture.

**Motion made by Commissioner Pecos to authorize the purchase of office furniture for the new City Hall via TCPN Cooperative contract with HON, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Pena, Garcia, Pecos, Fugate voting "FOR".**

**VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 7:13 P.M.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, TRMC, City Secretary

# **PUBLIC HEARING(S)**



# **CONSENT AGENDA**

# **AGENDA ITEM #1**

**City of Kingsville**  
**Engineering/Public Works**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Charlie Cardenas, P.E., City Engineer/Director of Public Works

DATE: January 29, 2016

SUBJECT: Ordinance to extend the speed zone on Santa Gertrudis, from Seal Street to Santa Monica Street

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**Summary:**

This item authorizes the approval of the extension of the speed zone on Santa Gertrudis Avenue from Seal Street to Santa Monica Street, from the existing 30 Mile Per Hour (MPH) to 20 Miles Per Hour (MPH).

**Background:**

In September of 2015, The Legends Apartments opened on Santa Gertrudis Avenue. The apartment complex comprises of students attending Texas A&M University-Kingsville. As a result of the increased student presence at the apartment complex, pedestrian activity has also increased. There have been several vehicular accidents and a pedestrian accident in the area. The City of Kingsville Engineering Department recognizes the need to increase vehicular and pedestrian safety.

**Financial Impact:**

The cost for sign installation and pavement markings are estimated at \$1000.00 from the FY 2015 – 2016 general fund (currently budgeted).

**Recommendation:**

Staff recommends extending the speed zone in this area and continue to explore more permanent pedestrian safety measures such as appropriate crosswalks and signage.



**ORDINANCE NO. 2016-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 5, TRAFFIC SCHEDULES, REDUCING SPEED LIMIT ON CERTAIN AREAS OF SANTA GERTRUDIS (FROM SEALE ST. WEST TO SANTA MONICA ST.) TO 20 MILES PER HOUR; PROVIDING FOR APPROPRIATE PENALTIES, FINES, AND FEES REGARDING THE REGULATION THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, a new multifamily off-campus residential housing unit has developed on West Santa Gertrudis, which has increased the pedestrian traffic in the area;

**WHEREAS**, a lower speed limit, along with pedestrian and driver attention, should help to improve safety in the area;

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

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

**I.**

**THAT** Schedule I of Article 5: Traffic Schedules of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**§ 7-5 SCHEDULE I: SPEED LIMITS.**

...

(G) Santa Gertrudis Avenue: Beginning at the intersection of Santa Monica Seale Street and Santa Gertrudis Avenue and proceeding in an easterly direction to the intersection of Armstrong and Santa Gertrudis Avenue, the speed limit shall be 20 miles per hour.

Penalty, see §1-1-99.

**II.**

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

**III.**

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

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

IV.

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

**INTRODUCED** on this the 8th day of February, 2016.

**PASSED AND APPROVED** on this the \_\_\_\_ day of February, 2016.

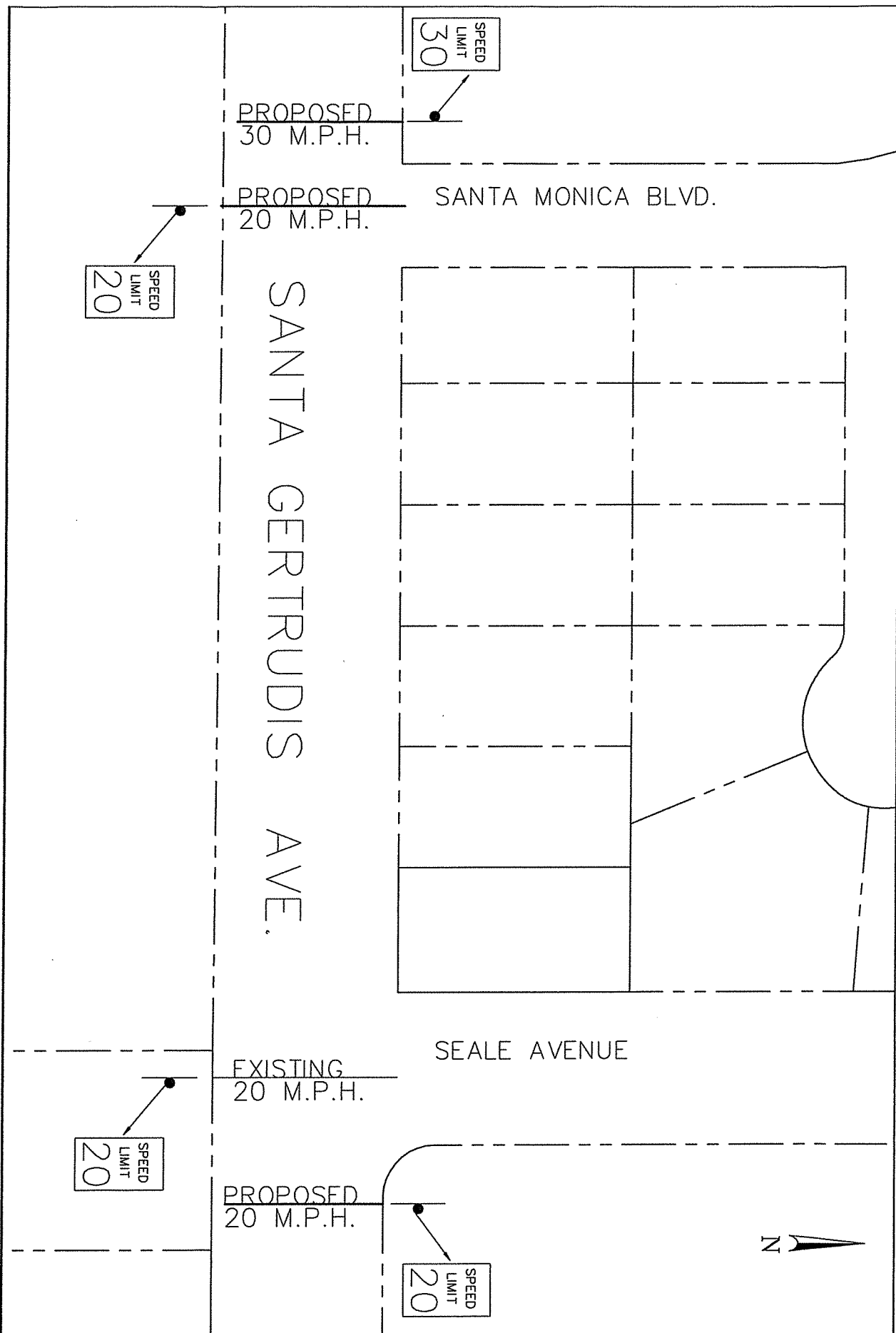
\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# **AGENDA ITEM #2**

**City of Kingsville  
Department Name**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: David Mason, Purchasing/IT Director

DATE: February 15, 2016

SUBJECT: Interlocal Purchasing Agreement with the City of Frisco, TX

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**Summary:**

This item authorizes an interlocal agreement for cooperative purchasing with the City of Frisco. Chapter 271.1002 subchapter F of the Local Government Code and the Interlocal Cooperation Act, 791.001 in the Government Code allow cities to enter into agreements with each other to purchase goods and services.

**Background:**

Interim Chief DeVisser is interested in purchasing uniforms through RED The Uniform Tailor in Grand Prairie, TX. A substantial discount can be obtained by using the purchasing contract in place from the City of Frisco. The City of Frisco is in agreement with the City of Kingsville using their contract and has provided us with an interlocal agreement. This agreement satisfies state procurement laws.

**Financial Impact:**

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

**Recommendation:**

It is recommended we are allowed to enter into this interlocal agreement for cooperative purchasing with the City of Frisco for the mutual benefit of all entities.





**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING OF GOODS AND SERVICES BETWEEN THE CITY OF KINGSVILLE AND THE CITY OF FRISCO, TEXAS; 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 (Texas Government Code Chapter 791 and Local Government Code Chapter 271) allow 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 Agreement for Cooperative Purchasing Between the City of Kingsville and the City of Frisco, Texas 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  
22nd day of February, 2016.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

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Courtney Alvarez, City Attorney

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement ("Agreement") is made and entered into this 12th day of February, 2016, by and between the CITY OF FRISCO, Texas (hereinafter called "FRISCO"), and the CITY OF KINGSVILLE, Texas (hereinafter called "KINGSVILLE"), each acting by and through its duly authorized officials:

WHEREAS, FRISCO and KINGSVILLE are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, FRISCO and KINGSVILLE wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which FRISCO and KINGSVILLE may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of FRISCO and KINGSVILLE through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, FRISCO and KINGSVILLE have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; FRISCO and KINGSVILLE agree as follows:

1. FRISCO and KINGSVILLE may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.
2. FRISCO and KINGSVILLE shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. FRISCO and KINGSVILLE shall each make their respective payments from current revenues available to the paying party.
3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).
4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.
5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on February 1, 2017, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF FRISCO

CITY OF KINGSVILLE

---

George Purefoy  
City Manager

---

Jesús A. Garza  
City Manager

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_ day of February 2016, by George Purefoy, City Manager of the **CITY OF FRISCO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

---

Notary Public in and for the  
State of Texas

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_ day of February, 2016, by Jesús Garza, City Manager of the **CITY OF KINGSVILLE, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

---

Notary Public in and for the  
State of Texas

# **REGULAR AGENDA**

# **AGENDA ITEM #3**

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ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF KINGSVILLE,  
TEXAS CERTIFICATES OF OBLIGATION, SERIES 2016" AND APPROVING ALL  
OTHER MATTERS RELATED TO THE ISSUANCE OF THE CERTIFICATES OF  
OBLIGATION

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## TABLE OF CONTENTS

	<u>Page</u>
Section 1. Authorization of the Certificates .....	1
Section 2. Date, Denominations, Numbers, and Maturities of the Certificates .....	1
Section 3. General Characteristics and Form of the Certificates .....	2
Section 4. Definitions.....	9
Section 5. City Funds .....	10
Section 6. Perfection of Security.....	11
Section 7. Investments and Security .....	11
Section 8. Covenants of the City.....	12
Section 9. Paying Agent/Registrar .....	14
Section 10. Initial Certificate; Exchange or Transfer of Certificates.....	14
Section 11. Sale of Certificates; Approval of Official Statement .....	15
Section 12. Book-Entry Only System .....	16
Section 13. City Officers' Duties.....	17
Section 14. Remedies of Owners .....	17
Section 15. Additional Obligations .....	17
Section 16. Lost, Stolen, Destroyed, Damaged, or Mutilated Certificates; Destruction of Paid Certificates .....	17
Section 17. Redemption .....	18
Section 18. Defeasance .....	18
Section 19. Ordinance a Contract; Amendments .....	19
Section 20. Other Documents .....	20
Section 21. Nonpresentment of Certificates .....	20
Section 22. Continuing Disclosure Undertaking.....	20
Section 23. Designation as Qualified Tax-Exempt Obligations .....	22
Section 24. Further Procedures .....	23
Section 25. Attorney General Examination Fee.....	23
Section 26. Miscellaneous Provisions.....	23
EXHIBIT A – Paying Agent/Registrar Agreement	

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF KINGSVILLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2016" AND APPROVING ALL OTHER MATTERS RELATED TO THE ISSUANCE OF THE CERTIFICATES OF OBLIGATION**

WHEREAS, the City Commission of the City of Kingsville (the "Issuer" or the "City") deems it advisable to issue Certificates of Obligation hereinafter described (the "Certificates") for the purposes specified in Section 1 hereof;

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to the Certificate of Obligation Act of 1971, Section 271.041 et seq, Texas Local Government Code, as amended (the "Act");

WHEREAS, the City Commission has heretofore, on January 11, 2016 passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates, which notice has been duly published in the *Kingsville Record and Bishop News*, which is a newspaper of general circulation in the City, in its issues of January 17, 2016, and January 24, 2016, the date of the publication being at least 30 days prior to the tentative date stated in the notice for passage of this Ordinance;

WHEREAS, the City has received no petition from the qualified electors of the City protesting the issuance of the Certificates; and

WHEREAS, it is hereby determined that the terms of the Certificates as hereafter provided are the most reasonably available and advantageous and are in the best interest of the City;

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

**Section 1. Authorization of the Certificates.** There is hereby authorized to be issued and delivered, a series of certificates of obligation of the City, to be known as "CITY OF KINGSVILLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2016" (the "Certificates"), in the original aggregate principal amount of \$\_\_\_\_\_ for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, specifically: (1) park improvements including street, utilities, parking, pier enhancements, skate area, splash pad, pool renovation, administration and civic center building improvements; (2) downtown revitalization improvements including streets, sidewalks, lighting improvements, and property acquisition (3) City street repairs; (4) City Hall complex improvements including the City Cottage Building renovation and landscaping; (5) roof replacement for Public Works Building; (6) Public Works department equipment; (7) emergency radio communication equipment; (8) Fire Station 1 improvements; (9) emergency vehicles and equipment; (10) golf course and clubhouse improvements and enhancements; (11) health department building improvements; (12) library improvements; and (13) payment of contractual obligations for professional services in connection therewith (to wit: consultants, engineering, financial advisory, and legal).

**Section 2. Date, Denominations, Numbers, and Maturities of the Certificates.** The Certificates shall be dated as of February 15, 2016 (the "Dated Date") shall be in denominations of \$5,000 each or any integral multiple thereof, shall be numbered I-1 for the Initial Certificate and

consecutively from R-1 upward for the definitive certificates and shall mature on August 1 in each of the years as provided below unless theretofore called for redemption prior to maturity in accordance with the provisions of the Form of the Certificates contained in Section 3 hereof, and the Certificates shall bear interest at the rates per annum shown below from the Dated Date and payable on February 1, 2017 and on each August 1 and February 1 thereafter through the respective maturity date or earlier redemption, to wit:

Years of Stated Maturity	Principal Installment	Interest Rate (%)	Years of Stated Maturity	Principal Installment	Interest Rate (%)
<u>August 1</u>			<u>August 1</u>		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027					

**Section 3. General Characteristics and Form of the Certificates.** The Certificates shall be issued, shall be payable, may be redeemable prior to their scheduled maturities, shall have the characteristics, and shall be signed and executed (and the Certificates shall be sealed) all as provided and in the manner indicated in the form set forth below. The Form of the Certificates, the Form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and manually endorsed on the Initial Certificate, the Form of the Authentication Certificate, the Form of Statement of Insurance, and the Form of Assignment, which shall be, respectively, substantially as follows, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Ordinance, and the definitions contained within each such form shall apply solely to such form:

#### FORM OF CERTIFICATES

[FORM OF DEFINITIVE CERTIFICATES]

NUMBER  
R-            
REGISTERED

DENOMINATION  
\$             
REGISTERED

United States of America  
State of Texas  
CITY OF KINGSVILLE, TEXAS  
CERTIFICATE OF OBLIGATION,  
SERIES 2016

INTEREST <u>RATE</u>	MATURITY <u>DATE</u>	DATED <u>DATE</u>	DELIVERY <u>DATE</u>	<u>CUSIP NO.</u>
		February 15, 2016	March 17, 2016	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ (\$\_\_\_\_\_)

THE CITY OF KINGSVILLE, TEXAS (the "Issuer" or the "City"), being a municipal corporation and a political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assigns (the "Owner"), on the Maturity Date, specified above, upon presentation and surrender of this Certificate at the designated payment office of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Dallas, Texas, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the Dated Date, specified above. Interest on this Certificate is payable by check payable on February 1, 2017 and on each August 1 and February 1 thereafter, mailed to the Owner of record as shown on the books of registration kept by the Paying Agent/Registrar, as of the date which is the 15th calendar day of the month next preceding the interest payment date (the "Record Date"), or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar.

THIS CERTIFICATE is one of a series of Certificates (the "Certificates") dated as of the Dated Date, of like designation, date, and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the authorizing ordinance adopted by the City Commission of the City on February 22, 2016 (the "Ordinance"), in the original aggregate principal amount of \$\_\_\_\_\_ for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, specifically: (1) park improvements including street, utilities, parking, pier enhancements, skate area, splash pad, pool renovation, administration and civic center building improvements; (2) downtown revitalization improvements including streets, sidewalks, lighting improvements, and property acquisition (3) City street repairs; (4) City Hall complex improvements including the City Cottage Building renovation and landscaping; (5) roof replacement for Public Works Building; (6) Public Works department equipment; (7) emergency radio communication equipment; (8) Fire Station 1 improvements; (9) emergency vehicles and equipment; (10) golf course and clubhouse improvements and enhancements; (11) health department building improvements; (12) library improvements; and (13) payment of contractual obligations for professional services in connection therewith (to wit: consultants, engineering, financial advisory, and legal).

THE CERTIFICATES are issued pursuant to the Ordinance whereunder the City Commission of the City covenants to levy a continuing, direct, annual ad valorem tax on taxable property within the City, within the limits prescribed by law, for each year while any part of the Certificates are considered outstanding under the provisions of the Ordinance, in a sufficient amount to pay interest on each Certificate as it becomes due, to provide a sinking fund for the payment of the principal of the Certificates when due, and to pay the expenses of assessing and collecting such tax, and this Certificate is additionally secured by and payable from a limited pledge of the surplus revenues of the City's Waterworks and Sewer System (the "System"), which amount is payable from the revenues remaining after payment of all operation and maintenance expenses of the System, and all debt service, reserve, and other requirements in connection with all of the Issuer's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the "Net Revenues" of the System. Reference is hereby made to the Ordinance for provisions with respect to the custody and application of the City's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Owner. By acceptance of this Certificate, the Owner consents to all of the provisions of the Ordinance, a certified copy of which is on file in the office of the City Secretary.

THE CITY RESERVES THE RIGHT to redeem the Certificates maturing on or after August 1, \_\_\_\_\_, in whole or in part, on August 1, \_\_\_\_\_ or on any interest payment date thereafter. Such optional redemption shall be at a redemption price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the particular Certificates to be redeemed shall be selected by the City in integral multiples of \$5,000 within any one maturity. At least 45 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity, a written notice of such redemption shall be given by the City to the Paying Agent/Registrar, and the Paying Agent/Registrar shall send a copy of such notice at least 30 days prior to the date fixed for redemption by United States mail, first-class postage prepaid, addressed to the Owner of each Certificate to be redeemed in whole or in part at the address shown on the Registration Books; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption, and redeemed Certificates shall no longer be regarded as outstanding except for the right of the Owner or Owners thereof to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

IF THE DATE for the payment of the principal of or interest on the Certificates shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If this Certificate is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Owner, or his authorized representative, subject to the terms and conditions of the Ordinance. If this Certificate is being exchanged, it shall be in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance. The Owner of this Certificate shall be deemed and treated by the City and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate to the extent of such payment, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Owners.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Certificates in order to render the same legal, valid, and binding obligations of the City have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Certificates by the levy of a continuing, direct, annual ad valorem tax upon all taxable property within the City, within the limit prescribed by law, and from the above described limited pledge of the surplus revenues of the System; and that issuance of the Certificates does not exceed any constitutional or statutory limitation.

BY BECOMING the Owner of this Certificate, the Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Owner and the City.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and the official seal of the Issuer has been duly impressed, or placed in facsimile, on this Certificate.

CITY OF KINGSVILLE, TEXAS

XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
City Secretary

XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
Mayor

(CITY SEAL)

\* \* \*

FORM OF AUTHENTICATION CERTIFICATE

AUTHENTICATION CERTIFICATE

This Certificate of Obligation is one of the Certificates described in and delivered pursuant to the within-mentioned Ordinance, and this Certificate has been issued in conversion of and exchange for, or replacement of, a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., Dallas, Texas  
Paying Agent/Registrar

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

By \_\_\_\_\_  
Authorized Signature

\* \* \*

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
/ \_\_\_\_\_  
/ \_\_\_\_\_

(Please insert Social Security or Taxpayer  
Number of Transferee)

(Please print or typewrite name and address, including zip Identification  
code, of Transferee)

\_\_\_\_\_ the within Certificate of Obligation and all rights thereunder, and hereby irrevocably  
constitutes and appoints \_\_\_\_\_ attorney to register  
the transfer of the within Certificate of Obligation on the books kept for registration thereof, with full  
power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed  
by a member firm of the New York Stock  
Exchange or a commercial bank or trust  
company.

\_\_\_\_\_  
NOTICE: The signature above must  
correspond with the name of the Owner as it  
appears upon the front of this Certificate of  
Obligation in every particular, without  
alteration or enlargement or any change  
whatsoever.

The following abbreviations, when used in the Assignment above or on the face of the within  
Certificate of Obligation, shall be construed as though they were written out in full according to  
applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in the list above.

\* \* \*

[FORM OF INITIAL CERTIFICATE]

The Initial Certificate shall be in the form set forth above for the Definitive Certificates, except the following shall replace the heading and the first paragraph:

NO. I-1

\$ \_\_\_\_\_

United States of America  
State of Texas  
CITY OF KINGSVILLE, TEXAS  
CERTIFICATE OF OBLIGATION, SERIES 2016

DATED DATE: FEBRUARY 15, 2016

DELIVERY DATE: MARCH 17, 2016

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

THE CITY OF KINGSVILLE, TEXAS (the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner, specified above, or the registered assigns thereof (the "Owner"), the Principal Amount, specified above, with principal installments payable on August 1 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

<u>YEARS OF</u> <u>STATED MATURITY</u>	<u>PRINCIPAL</u> <u>INSTALLMENT</u> \$	<u>INTEREST</u> <u>RATE</u> %
---	--	-------------------------------------

(Information to be inserted from schedule in Section 2 hereof.)

INTEREST on the unpaid Principal Amount hereof from the Dated Date, specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for shall be paid computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, commencing February 1, 2017.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The final payment of principal of this Certificate shall be paid to the Owner hereof upon presentation and surrender of this Certificate at final maturity, at the designated payment office of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of principal installments and interest on this Certificate shall be made by the Paying Agent/Registrar to the Owner hereof as shown by the Registration Books kept by the Paying Agent/Registrar at the close of business on the Record Date by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, postage prepaid, on each such payment date, to the registered owner hereof at its address as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The record date for determining the person to whom payments hereon shall be made (the "Record Date") means the 15th calendar day of the month preceding a scheduled payment. In



the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new Record Date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Owner that no later than each principal installment payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due, in the manner set forth in the ordinance authorizing the issuance of the Certificates adopted by the City Commission of the City on February 22, 2016 (the "Ordinance").

\* \* \*

FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and finds that this Certificate of Obligation has been issued in conformity with the Constitution and laws of the State of Texas and is a valid and binding obligation of the City of Kingsville, Texas, and further that this Certificate of Obligation has been registered this day by me.

WITNESS my signature and seal of office this \_\_\_\_\_.

(COMPTROLLER'S SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

\* \* \*

[END OF FORMS]

In case any officer of the City whose manual or facsimile signature shall appear on any Certificate shall cease to be such officer before the delivery of any such Certificate, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery. Any Certificate which bears the facsimile signature of such person who at the actual time of the delivery of such Certificate shall be an officer authorized to sign such Certificate, but who at the date of such Certificate was not such an officer, shall be validly and sufficiently signed for all purposes as if such person had been such officer at the date of such Certificate. The City authorizes the printing of a true and correct copy of an opinion of Winstead PC, Bond Counsel, relating to the validity and enforceability of the Certificates under Texas law and the status of interest on the Certificates under federal income tax laws on the reverse side of each of the Certificates over a certificate of identification executed by the facsimile signature of the City Secretary, and also authorizes the imprinting of CUSIP (the American Bankers Association's Committee on Uniform Securities Identification Procedures) numbers on the Certificates; provided, however, that the failure of such opinion, certificate, or CUSIP numbers to appear on any Certificate, or any errors therein, or in any part of the Certificate the form of which is not included in this Ordinance, shall in no way affect the validity or

enforceability of the Certificates or relieve the Initial Purchaser of its obligation to accept delivery of and pay for the Certificates.

**Section 4. Definitions.** In addition to other words and terms defined in this Ordinance (except those defined and used in Section 3), and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

“Additional Obligations” means such other bonds, certificates, or other evidences of indebtedness as may hereafter be authorized, payable from and equally secured by a pledge of the Surplus Revenues.

“Certificates” means any Certificate or Certificates or all of the Certificates, as the case may be, of that series styled “City of Kingsville, Texas Certificates of Obligation, Series 2016” in the original aggregate principal amount of \$\_\_\_\_\_ authorized by this Ordinance.

“Code” means the Internal Revenue Code of 1986, as amended.

“Government Obligations” means the (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency of instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings and authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iv) such other obligations as may be permitted from time to time by applicable Texas law .

“Initial Certificate” means the Certificate registered by the Comptroller of Public Accounts as described in Section 10 hereof.

“Initial Purchaser” means \_\_\_\_\_.

“Interest Payment Date” means when used in connection with any Certificate, shall mean February 1, 2017 and on each August 1 and February 1 thereafter until maturity or earlier redemption of such Certificate.

“Issuer” or “City” means the City of Kingsville, Texas, a municipal corporation and a political subdivision of the State of Texas, or any successor thereto.

“Net Revenues” means the gross revenues of the System less the expense of operation and maintenance thereof, including all salaries, labor, materials, interest, repairs, and extensions necessary to render efficient service; provided, however, that only such repairs and extensions as in the judgment of the City Commission, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any bonds payable from and secured by a lien on the Net Revenues of the System shall be deducted in determining “Net Revenues.”

“Ordinance” means this “Ordinance Authorizing the Issuance of ‘City of Kingsville, Texas Certificates of Obligation, Series 2016’ and Approving All Other Matters Related to the Issuance of the Certificates of Obligation” adopted by the City Commission on February 22, 2016.

“Owners” means any person who shall be the registered owner of any outstanding Certificates.

“Parity Bonds Ordinances” means the ordinances authorizing the City’s bonds payable from a first lien on the Net Revenues and any additional bonds as defined therein.

“Paying Agent/Registrar” means The Bank of New York Mellon Trust Company, N.A, Dallas, Texas and such other bank or trust company as may hereafter be appointed in substitution therefor or in addition thereto to perform the duties of Paying Agent/Registrar in accordance with this Ordinance.

“Paying Agent/Registrar Agreement” means the agreement dated as of February 15, 2016, between the Paying Agent/Registrar and the City relating to the registration, authentication, and transfer of the Certificates.

“Record Date” means the date for determining the person to whom interest is payable on the next Interest Payment Date being the 15th calendar day of the month next preceding the applicable Interest Payment Date.

“Register” means the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

Terms not otherwise defined herein are those used in the Parity Bonds Ordinances.

**Section 5. City Funds.** The City hereby confirms the establishment of the following funds of the City at a depository of the City:

(a) Interest and Sinking Fund, Tax Levy, and Pledge of Revenues. A special “City of Kingsville, Texas Certificates of Obligation Series 2016 Interest and Sinking Fund” (the “Interest and Sinking Fund”) is hereby created and shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. The net proceeds of all ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund.

During each year while any of the Certificates or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal thereof as such principal matures (but never less than 2% of the original principal amount of the Certificates as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Certificates or interest thereon are outstanding and unpaid, and the tax shall be assessed and collected each year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment, within the limit prescribed by law.

That said Certificates, together with other obligations of the City, are additionally secured by and shall be payable from and secured by the collection of the revenues of the City's Net Revenues (now or hereafter outstanding) which are payable from all or any part of the Net Revenues of the City's Waterworks and Sewer System, with such amount of the revenues from the Waterworks and Sewer System, not to exceed \$1,000, constituting "Surplus Revenues". The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this Section 5, to the extent necessary to pay the principal and interest on the Certificates of Obligation. Notwithstanding the requirements of Section 5, if revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to this Section 5 may be reduced to the extent and by the amount of the revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The City reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation, and other obligations of any kind payable in whole or in part from, and secured by a pledge of the Surplus Revenues of the System that may be prior and superior in right to, on a parity with, or junior and subordinate to the subordinate pledge of the Surplus Revenues securing the Certificates.

(b) Project Fund. A special "City of Kingsville, Texas Certificates of Obligation Series 2016 Project Fund" (the "Project Fund") is hereby created and shall be established and maintained by the City at an official depository bank of the City. The Project Fund is the fund into which the net proceeds of the Certificates shall be deposited. Money in the Project Fund shall be used to pay the costs necessary or appropriate to accomplish the purposes for which the Certificates are issued.

**Section 6. Perfection of Security.** Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the proceeds of ad valorem taxes and Net Revenues thereto, and such pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the ad valorem tax proceeds and Surplus Revenues is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in such pledge, the City agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

**Section 7. Investments and Security.** (a) Investment of Funds. The City may place money in any fund created by this Ordinance in time or demand deposits or invest such money as authorized by law at the time of such deposit; provided, however, that the City hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued. Obligations purchased as an investment of money in a fund shall be deemed to be a part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of the Project Fund may be retained in such fund or deposited to the Interest and Sinking Fund as determined by the City Commission. Any amounts received from the investment of the Interest and Sinking Fund shall be deposited in the Interest and Sinking Fund.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

**Section 8. Covenants of the City.** (a) General Covenants. The City covenants and represents that:

(i) The City is a duly created city, operating and existing under the laws of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Certificates, all action on its part for the creation and issuance of the Certificates has been duly and effectively taken, and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

(ii) The Certificates shall be ratably secured in such manner that no one Certificate shall have preference over other Certificates.

(b) Specific Covenants. The City covenants and represents that while the Certificates or any Additional Obligations are outstanding and unpaid, it will comply with and perform the covenants and agreements of the Parity Bonds Ordinances.

(c) Covenants Regarding Tax Matters. The City covenants to take any action to maintain, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in "gross income" for federal income tax purposes. In furtherance thereof, the City specifically covenants as follows:

(i) To refrain from taking any action which would result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(ii) To take any action to assure that no more than 10% of the proceeds of the Certificates or the projects financed therewith are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10% of the proceeds or the projects financed therewith are so used, that amounts, whether or not received by the City with respect to such private business use, do not under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(iii) To take any action to assure that in the event that the "private business use" described in paragraph (ii) hereof exceeds 5% of the proceeds of the Certificates or the projects financed therewith, then the amount in excess of 5% is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iv) To take any action to assure that no amount which is greater than the lesser of \$5,000,000 or 5% of the proceeds of the Certificates is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(v) To refrain from taking any action which would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) Except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to

acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates.

(vii) To otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(viii) Except to the extent otherwise provided in section 148(f) of the Code and the regulations and rulings thereunder, to pay to the United States of America at least once during each five year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90% of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(ix) To maintain such records as will enable the City to fulfill its responsibilities under this subsection and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates.

For the purposes of the foregoing, in the case of a refunding bond, the term proceeds includes transferred proceeds and, for purposes of paragraphs (ii) and (iii), proceeds of the refunded bonds.

The covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion from gross income of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code.

Proper officers of the City charged with the responsibility of issuing the Certificates are hereby authorized and directed to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Notwithstanding any other provision in this Ordinance, to the extent necessary to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code the covenants contained in this subsection shall survive the later of the defeasance or discharge of the Certificates.

(d) Covenants Regarding Sale, Lease, or Disposition of Financed Property. The City covenants that the City will regulate the use of the property financed, directly or indirectly, with the proceeds of the Certificates and will not sell, lease, or otherwise dispose of such property unless (i) the City takes the remedial measures as may be required by the Code and the regulations and rulings thereunder in order to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code or (ii) the City seeks the advice of nationally-recognized bond counsel with respect to such sale, lease, or other disposition.

**Section 9. Paying Agent/Registrar.** The Paying Agent/Registrar is hereby appointed as paying agent for the Certificates and the City is hereby authorized to enter into any type of agreement necessary for the Paying Agent/Registrar to perform its duties hereunder. The principal of and interest on the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America, which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the principal corporate trust office of the Paying Agent/Registrar. The interest on each Certificate shall be payable by check payable on the Interest Payment Date mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, and for the further purpose of making and receiving payment of the interest thereon and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Ordinance shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

So long as any Certificates remain outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Ordinance.

The City may at any time and from time to time appoint another Paying Agent/Registrar in substitution for the previous Paying Agent/Registrar; provided that any such Paying Agent/Registrar shall be a corporation organized and doing business under the laws of the United States of America or any State, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and a transfer agent registered with the Securities and Exchange Commission. In such event, the City shall give notice by certified mail to each Owner at least 30 days prior to the effective date of such substitution. Any bank or trust company with or into which any Paying Agent/Registrar may be merged or consolidated, or to which the assets and business of Paying Agent/Registrar may be sold or otherwise transferred, shall be deemed the successor of such Paying Agent/Registrar for the purposes of this Ordinance.

The Mayor and City Secretary are hereby authorized to enter into, execute, and deliver the Paying Agent/Registrar Agreement with the initial Paying Agent/Registrar in substantially the form presented to the City on this date.

**Section 10. Initial Certificate; Exchange or Transfer of Certificates.** Initially, one Certificate (the "Initial Certificate") numbered I-1 as described in Section 2, and representing the entire principal amount of the Certificates shall be registered in the name of the Initial Purchaser and shall be executed and submitted to the Attorney General of Texas for approval, and thereupon certified by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, by manual signature, and the Initial Certificate shall be effective and valid without the Authentication Certificate being signed by the Paying Agent/Registrar. At any time thereafter, the Owner may deliver the Initial Certificate to the Paying Agent/Registrar for exchange, accompanied by instructions from the Owner or designee designating the

persons, maturities, and principal amounts to and in which the Initial Certificates are to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than three days, register and deliver such Certificates upon authorization of the City as provided in such instructions.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible and under reasonable circumstances within three business days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with this Ordinance and each Certificate so delivered shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

**Section 11. Sale of Certificates; Approval of Official Statement.** (a) Sale. The sale of the Certificates to the Initial Purchaser pursuant to the taking of competitive bids at a price of \$\_\_\_\_\_, (which amount is equal to par, plus an original issue net premium on the Certificates of \$\_\_\_\_\_, less Initial Purchaser's discount of \$\_\_\_\_\_) plus accrued interest to the date of delivery is hereby confirmed. It is hereby officially found, determined, and declared that the Initial Purchaser submitted the bid which resulted in the lowest net effective rate to the City, and delivery of the Certificates to the Initial Purchaser shall be made as soon as practicable after the adoption of this Ordinance, upon payment therefor, in accordance with the terms of sale. The officers of the City are hereby authorized and directed to execute and deliver such Certificates, instructions, or other instruments as are required or necessary to accomplish the purposes of this Ordinance. The proceeds from the sale of the Certificates shall be used in the following manner: (i) accrued interest on the Certificates of \$\_\_\_\_\_ shall be deposited to the credit of the Interest and Sinking Fund; (ii) \$\_\_\_\_\_ (which includes \$\_\_\_\_\_ of net premium) shall be deposited to the credit of the Project Fund to be used to accomplish the purposes for which the Certificates were issued; and (iii) \$\_\_\_\_\_ of net premium shall be used to pay the costs of issuance for the Certificates.

(a) Approval of Official Statement. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement, or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The form



and content of and the distribution and use of the Preliminary Official Statement dated February 12, 2016, prior to the date hereof is hereby ratified and confirmed. The Commission finds and determines that the Preliminary Official Statement is "deemed final" as that term is defined in 17 C.F.R. Section 240.15c2-12.

(b) Legal Opinion. The Initial Purchaser's obligation to accept delivery of the Certificates is subject to their being furnished an opinion of Winstead PC, Bond Counsel, such opinion to be dated and delivered as of the date of delivery and payment for the Certificates.

(c) Registration and Delivery. Upon the registration of the Initial Certificate, the Comptroller of Public Accounts of the State of Texas is authorized and instructed to deliver the Initial Certificate pursuant to the instruction of the Mayor for delivery to the Initial Purchaser.

**Section 12. Book-Entry Only System.** (a) The definitive Certificates shall be initially issued in the name of Cede & Co., as nominee of DTC, as Owner of the Certificates, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Certificates. Beneficial owners of definitive Certificates will not receive physical delivery of Certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Certificates as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Certificates is to receive, hold, or deliver any Certificates. No person shall acquire or hold any beneficial interest in any Certificate representing a portion of the principal amount of such Certificate which is other than \$5,000 or an integral multiple thereof.

(b) Replacement definitive Certificates may be issued directly to beneficial owners of Certificates other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Certificates (which determination shall become effective no less than 90 days after written notice to such effect to the Issuer and the Paying Agent/Registrar); or (ii) the Issuer has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Certificates) that DTC is incapable of discharging its duties as securities depository for the Certificates; or (iii) the Issuer has determined (which determination is conclusive as to DTC and the beneficial owners of the Certificates) that the interests of the beneficial owners of the Certificates might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or (ii) above, the Issuer shall use its best efforts to attempt to locate another qualified securities depository. If the Issuer fails to locate another qualified securities depository to replace DTC, the Issuer shall cause to be executed, authenticated, and delivered replacement Certificates, in certificate form, to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the Issuer. In the event that the Issuer makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Certificates of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Certificates in certificate form to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the Issuer. The Issuer undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer to make any determination described in (ii) or (iii) above.

(c) Whenever, during the term of the Certificates, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Ordinance of holding, delivering, or transferring Certificates shall be deemed modified to require the appropriate person or entity to meet the requirement of DTC as to registering or transferring the book entry to produce the same effect.

(d) If at any time DTC ceases to hold the Certificates, all references herein to DTC shall be of no further force or effect.

**Section 13. City Officers' Duties.** (a) Issuance of Certificates. The Mayor shall submit the Initial Certificate, the record of the proceedings authorizing the issuance of the Certificates, and any and all other necessary orders, certificates, and records to the Attorney General of the State of Texas for his investigation. After obtaining the approval of the Attorney General, the Mayor shall cause the Initial Certificate to be registered by the Comptroller of Public Accounts of the State of Texas. The officers or acting officers of the City are authorized to execute and deliver on behalf of the City such certificates and instruments as may be required, necessary, or appropriate prior to delivery of and payment for the Certificates to and by the Initial Purchaser and to accomplish the purposes of this Ordinance.

(b) Execution of Ordinance. The Mayor and the City Secretary are authorized to execute the Certificate to which this Ordinance is attached on behalf of the City and to do any and all things proper and necessary to carry out the intent thereof.

**Section 14. Remedies of Owners.** In addition to all rights and remedies of any Owner of the Certificates provided by the laws of the State of Texas, the City covenants and agrees that in the event the City defaults in the payment of the principal of or interest on any of the Certificates when due, fails to make the payments required by this Ordinance to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Ordinance, the Owner of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City and other officers of the City to observe and perform any covenant, obligation, or condition prescribed in this Ordinance. No delay or omission by any Owner to exercise any right or power accruing to such Owner upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Ordinance shall be available to any Owner of any of the Certificates and shall be cumulative of all other existing remedies.

**Section 15. Additional Obligations.** The City shall hereafter have the right to issue Additional Obligations as may hereafter be authorized by the City Commission.

**Section 16. Lost, Stolen, Destroyed, Damaged, or Mutilated Certificates; Destruction of Paid Certificates.** (a) Replacement Certificates. In the event any outstanding Certificate shall become lost, stolen, destroyed, damaged, or mutilated, at the request of the Owner thereof, the City shall cause to be executed, registered by the Paying Agent/Registrar, and delivered a substitute Certificate of like date and tenor, in exchange and substitution for and upon cancellation of such mutilated or damaged Certificate, or in lieu of and substitution for such Certificate, lost, stolen, or destroyed, subject to the provisions of subsections (b), (c), (d) and (e) of this Section.

(b) Application and Indemnity. Application for exchange and substitution of lost, stolen, destroyed, damaged, or mutilated Certificates shall be made to the City. In every case the applicant for a substitute Certificate shall furnish to the City such deposit for fees and costs as may be required by the City to save it and the Paying Agent/Registrar harmless from liability. In every case of loss, theft, or destruction of a Certificate, the applicant shall also furnish to the City indemnity to the City's satisfaction and shall file with the City evidence to the City's satisfaction of the loss, theft, or destruction and of the ownership of such Certificate. In every case of damage or mutilation of a Certificate, the applicant shall surrender the Certificate so damaged or mutilated to the Paying Agent/Registrar.

(c) Matured Certificates. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in payment of the principal of or interest on the Certificates, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a substitute Certificate, if any, provided security or indemnity is furnished as above provided in this Section.

(d) Expenses of Issuance. Upon the issuance of any substitute Certificate, the City may charge the owner of such Certificate with all fees and costs incurred in connection therewith. Every substitute Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen, destroyed, damaged, or mutilated shall constitute a contractual obligation of the City, whether or not the lost, stolen, destroyed, damaged, or mutilated Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority to Issue Substitute Certificates. This Ordinance shall constitute sufficient authority for the issuance of any such substitute Certificate without necessity of further action by the City or any other body or person, and the issuance of such substitute Certificates is hereby authorized, notwithstanding any other provisions of this Ordinance.

(f) Destruction of Paid Certificates. At any time subsequent to the payment thereof, the Paying Agent/Registrar is authorized to cancel and destroy any Certificates duly paid, and promptly after any such destruction, the Paying Agent/Registrar shall furnish to the City a certificate evidencing such destruction.

**Section 17. Redemption.** The City reserves the right to redeem the Certificates as described in the Form of Certificates in Section 3 hereof.

**Section 18. Defeasance.** (a) Except to the extent provided in subsection (c) of this Section, any Certificate, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance (a "Defeased Certificate") when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity, redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061(a), Texas Government Code, as amended (a "Depository"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, as amended, for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment or (B) Government Obligations, which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment or redemption of any Defeased Certificate. To cause a Certificate scheduled to be paid or redeemed on a date later than the next scheduled interest payment date on such Certificate to become a Defeased Certificate, the City must, with respect to the Deposit, enter into an escrow or similar agreement with a Depository.

In connection with any defeasance of the Certificates, the City shall cause to be delivered: (i) in the event an escrow or similar agreement has been entered into with a Depository to effectuate such defeasance, a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Defeased Certificates in full on the maturity or redemption date thereof (the "Verification"); or (ii) in the event no escrow or similar agreement has been entered into, a certificate from the Finance Director certifying that the amount deposited with a

Depository is sufficient to pay the Defeased Certificates in full on the maturity or redemption date thereof. In addition to the required Verification or certificate, the City shall also cause to be delivered an opinion of nationally recognized bond counsel to the effect that the Defeased Certificates are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Certificates. The Verification, if any, and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the Paying Agent/Registrar and the City. The Certificates shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, and all herein required criteria have been met, such Certificate and the interest thereon shall no longer be outstanding or unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Ordinance, and such principal and interest shall be payable solely from the Deposit of money or Government Obligations; provided, however, the City has reserved the option to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date, those Certificates which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of reservation be included in any redemption notices that it authorizes.

(b) Any money so deposited with a Depository may at the written direction of the City also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by a Depository which is not required for the payment of the Defeased Certificates and interest thereon, with respect to which such money has been so deposited, shall be used as directed in writing by the City.

(c) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

**Section 19. Ordinance a Contract; Amendments.** This Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) in connection with the issuance of any Additional Obligations, (iii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iv) in connection with any other change which is not to the prejudice of the Owners. The City may, with the written consent of the Owners of a majority in aggregate principal amount of Certificates then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided, however, that without the consent of all of the Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof to the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on Additional Obligations on a parity with the lien of the Certificates, (ii) give any preference of any Certificate over any other Certificate, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates required for consent to any such amendment, change, modification, or rescission. When the City desires to make any amendment or addition to or

rescission of this Ordinance requiring consent of the Owners, the City shall cause notice of the amendment, addition, or rescission to be given as described above for a notice of redemption. When at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the appropriate number of Owners of the Certificates then outstanding affected by any such amendment, addition, or rescission requiring the consent of Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

**Section 20. Other Documents.** The Mayor and the City Secretary are hereby authorized to execute and attest to such other documents, certificates, letters of instruction, tax information forms, and other agreements of any kind which, in the opinion of Bond Counsel, are necessary or advisable in order to issue the Certificates and verify that the interest on the Certificates will be exempt from gross income of the holders thereof under current federal tax law.

**Section 21. Nonpresentment of Certificates.** In the event any Certificate shall not be presented for payment when the principal thereof or interest thereon, if applicable, becomes due, either at maturity or otherwise, or if any check or draft representing payment of principal of or interest on the Certificates shall not be presented for payment, if funds sufficient to pay the principal of or interest on such Certificate shall have been made available by the City to the Paying Agent/Registrar for the benefit of the Owner thereof, all liability of the City to the Owner thereof for the payment of the principal of or interest on such Certificate shall cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds in trust, uninvested and without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance with respect to the principal of or interest on such Certificate. To the extent applicable, the Paying Agent/Registrar shall hold and apply any such funds in accordance with Title 6, Texas Property Code, as amended, and shall comply with the reporting requirements of Chapter 74, Texas Property Code, as amended.

**Section 22. Continuing Disclosure Undertaking.** (a) Annual Reports. The City will provide certain updated financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") via its Electronic Municipal Market Access System ("EMMA") annually. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6 and 8 through 15 authorized by Section 10 of this Ordinance. The City will update and provide this information within six months after the end of each fiscal year ending in or after 2016. The updated information will include audited financial statements, if the City commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B of the final Official Statement or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.

The City's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB through EMMA.

(b) Material Event Notices. The City will also provide timely notices of certain events to the MSRB through EMMA. The City will provide notice of any of the following events with respect to the Certificates: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves reflecting financial difficulties; (3) unscheduled draws on credit enhancements reflecting financial difficulties; (4) substitution of credit or liquidity providers, or their failure to perform; (5) adverse tax opinions or the issuance by the Internal Revenue service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Certificates, or other events affecting the tax exempt status of the Certificates; (6) tender offers; (7) defeasances; (8) ratings changes; and (9) bankruptcy, insolvency, receivership or similar event of an obligated person.

(c) Notice of Occurrence of Certain Events, If Material. The City also will notify the MSRB through EMMA (in an electronic format as prescribed by the MSRB) within ten business days following the occurrence of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws: (1) non-payment related defaults; (2) modifications to rights of holders; (3) redemption calls; (4) release, substitution, or sale of property securing repayment of the Certificates; (5) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and (6) appointment of a successor or additional trustee or the change of name of a trustee.

(d) Notice of Failure to Timely File. The City also will notify the MSRB through EMMA, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with the provisions described above.

(e) Amendments. The City may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Certificates in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Certificates consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the City so amends the agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

(f) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of Rule 15c2-12 (the "Rule"), except that the City in any event will give notice of any deposit made in accordance with Section 18 above that causes the Certificates no longer to be outstanding and any call of Certificates made in connection therewith.

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provisions of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended, supplemented, or repealed by the City from time to time under the following circumstances, but not otherwise: (1) to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if the provisions of this Section, as so supplemented or amended, would have permitted an underwriter to purchase or sell Certificates in the present offering in compliance with the Rule and either the Owners of a majority in aggregate principal amount of the outstanding Certificates consent to such amendment, supplement, or repeal, or any State agency or official determines that such amendment, supplement, or repeal will not materially impair the interests of the beneficial owners of the Certificates, (2) upon repeal of the applicable provisions of the Rule, or any judgment by a court of final jurisdiction that such provisions are invalid, or (3) in any other circumstance or manner permitted by the Rule.

**Section 23. Designation as Qualified Tax-Exempt Obligations.** The City hereby designates the Certificates as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the City represents, covenants, and warrants the following: (a) during the calendar year in which the Certificates are issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Certificates, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the City reasonably

anticipates that the amount of tax-exempt obligations issued during 2016 by the City (including any subordinate entities) will not exceed \$10,000,000; and (c) the City will take such action which would assure, or to refrain from such action which would adversely affect, the treatment of the Certificates as "qualified tax-exempt obligations."

**Section 24. Further Procedures.** The Mayor, the City Secretary, the City Manager, the Finance Director, the City's Financial Advisor, and all other officers, employees, attorneys, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the Issuer, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, and the Official Statement. Prior to the initial delivery of the Certificates, the Mayor and Bond Counsel to the Issuer are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office.

**Section 25. Attorney General Examination Fee.** The City recognizes that under Section 1202.004, Texas Government Code, the Attorney General of Texas requires a nonrefundable examination fee be paid at the time of submission of the transcript of the proceedings authorizing the Certificates and that, based upon the principal amount of the Certificates, such fee is [\$\_\_\_\_\_]. Bond Counsel is accommodating the City by paying such fee upon such submission of such transcript. Officials of the City are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Certificates are ever delivered and such amount is hereby appropriated from available funds for such purpose. The City is also authorized to reimburse the fund used for such repayment with proceeds of the Certificates.

**Section 26. Miscellaneous Provisions.** (a) General. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns. Reference herein to any article, section, subsection or other subdivision, as applicable, unless specifically stated otherwise, means the article, section, subsection or other subdivision, as applicable, of this Ordinance.

(b) Incorporation of Preamble. The preamble and recitals to this Ordinance are incorporated by reference in this Ordinance.

(c) Titles Not Restrictive. The titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(d) Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(e) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstances shall be held to be invalid, the



remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(f) Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(g) Open Meeting. The City officially finds and determines the meeting at which this Ordinance is adopted was open to the public and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(h) Immediate Effect. Notwithstanding any City Charter provision or other rule requiring ordinances to be read at more than one meeting, this Ordinance is passed as an emergency measure and shall take effect immediately and be in full force and effect from and after its passage on the date shown below.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE,  
TEXAS this February 22, 2016.

/s/ Mary Valenzuela  
City Secretary  
City of Kingsville, Texas

/s/ Sam Fugate  
Mayor  
City of Kingsville, Texas

## **EXHIBIT A**

### **PAYING AGENT/REGISTRAR AGREEMENT**

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of February 15, 2016 (this "Agreement"), by and between the CITY OF KINGSVILLE, TEXAS (the "Issuer"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Dallas, Texas, a banking association duly organized and existing under the laws of the United States of America (the "Bank").

### **RECITALS**

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Kingsville, Texas Certificates of Obligation, Series 2016" (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof as provided in the "Order" (hereinafter defined);

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the Owners thereof;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

**Section 1.01. Appointment.** The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal and interest on the Securities as the same become due and payable to the Owners thereof, all in accordance with this Agreement and the Order.

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Order.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

**Section 1.02. Compensation.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule "A" attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions

hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## ARTICLE II. DEFINITIONS

**Section 2.01. Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Bank Office” means the designated corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means ~~Public Financial Management, Inc., Austin, Texas.~~  
*First Southwest, a division of Hilltop Securities Inc.*

“Fiscal Year” means the fiscal year of the Issuer, ending September 30.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Issuer Request” and “Issuer Order” means a written request or order signed in the name of the Issuer by its Mayor Judge, Director of Finance, or City Secretary, or any one or more of said officials, and delivered to the Bank.

“Legal Holiday” means a day on which the Bank is required or authorized to be closed.

“Order” means the order of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Order).

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Order.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Order the principal of a Security is scheduled to be due and payable.

**Section 2.02. Other Definitions.** The terms “Bank”, “Issuer”, and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

### **ARTICLE III. PAYING AGENT**

**Section 3.01. Duties of Paying Agent.** As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

**Section 3.02. Payment Dates.** The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Order.

### **ARTICLE IV. REGISTRAR**

**Section 4.01. Security Register - Transfers and Exchanges.** The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**Section 4.02. Certificates.** The Issuer shall provide an adequate inventory of printed Security certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Security certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such certificates in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

**Section 4.03. Form of Security Register.** The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 4.04. List of Security Holders.** The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

**Section 4.05. Return of Cancelled Certificates.** The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

**Section 4.06. Mutilated, Destroyed, Lost, or Stolen Securities.** The Issuer hereby instructs the Bank, subject to the applicable provisions of the Order, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

**Section 4.07. Transaction Information to Issuer.** The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities

pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

## **ARTICLE V. THE BANK**

**Section 5.01. Duties of Bank.** The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

**Section 5.02. Reliance on Documents, Etc.** (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

**Section 5.03. Recitals of Issuer.** The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

**Section 5.04. May Hold Securities.** The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

**Section 5.05. Money Held by Bank.** A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the Issuer and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities, to the extent permitted by law, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Holders shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts, or checks drawn by the Issuer and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Order to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Security shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code, as amended.

**Section 5.06. Indemnification.** To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

**Section 5.07. Interpleader.** The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and Issuer where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

**Section 5.08. Depository Trust Company Services.** It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements”, currently in effect, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

**Section 5.09. Reporting Requirements of Paying Agent/Registrar.** To the extent required by the Code and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the Issuer, to report to the owners of the Securities and the Internal Revenue Service (i) the amount of “reportable payments”, if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Securities and (ii) the amount of interest or amount treating as interest on the Securities and required to be included in gross income of the owner thereof.

## **ARTICLE VI. MISCELLANEOUS PROVISIONS**

**Section 6.01. Amendment.** This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

**Section 6.02. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other.

**Section 6.03. Notices.** Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

**Section 6.04. Effect of Headings.** The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

**Section 6.05. Successors and Assigns.** All covenants and agreements herein made by the Issuer shall bind its successors and assigns, whether so expressed or not.

**Section 6.06. Severability.** In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 6.07. Benefits of Agreement.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**Section 6.08. Entire Agreement.** This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Order, the Order shall govern.

**Section 6.09. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.



**Section 6.10. Termination.** This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

**Section 6.11. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

**[Remainder of this page intentionally left blank.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**  
Dallas, Texas

By \_\_\_\_\_

Title \_\_\_\_\_

Address: 2001 Bryan Street  
Dallas, Texas 75201

Attest:

**CITY OF KINGSVILLE, TEXAS**

By \_\_\_\_\_  
City Secretary

By \_\_\_\_\_  
Mayor  
Address: 200 East Kleberg Avenue  
Kingsville, Texas 78363

(ISSUER SEAL)

SIGNATURE PAGE TO THE PAYING AGENT/REGISTRAR AGREEMENT  
FOR THE CITY OF KINGSVILLE, TEXAS  
CERTIFICATES OF OBLIGATION, SERIES 2016

**SCHEDULE A**

**Paying Agent/Registrar Fee Schedule**

[TO COME]

# **AGENDA ITEM #4**

**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 2016 ELECTION SERVICES AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND KLEBERG COUNTY CLERK; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") has previously entered into an Election Services Agreement with the Kleberg County Clerk for the 2014 City General Election and found it to be useful but that agreement has expired; and

**WHEREAS**, the City will be holding a City General Election in May of 2016 and would like to engage the election services of the Kleberg County Clerk and use of the voting equipment and poll pads; and

**WHEREAS**, state laws (Texas Government Code Chapter 791 and Local Government Code Chapter 271) allow governing bodies, like the City and County, to enter into agreements like this one to take advantage of contracts for services for the benefit of the entities; and

**WHEREAS**, the City has previously entered into a services agreement like this and found it 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 the 2016 Election Services Agreement between the City of Kingsville and Kleberg County Clerk 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  
22nd day of February, 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**2016 Election Services Agreement**  
**Between**  
**City of Kingsville**  
**And**  
**Kleberg County Clerk**

This AGREEMENT is made and entered into by and between the City of Kingsville and the Kleberg County Clerk for the leasing and supervision of the Election System & Software Corp. (ES&S) Direct Recording Electronic Voting Machines and providing services associated with the Election Reporting Manager/Central Counting Station and the tabulation of ballots for the General Election of the City of Kingsville.

This AGREEMENT is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

I. ADMINISTRATION

Under the legislative Help America Vote Act (HAVA) compliancy requirement for Texas School and City elections, ES&S has set standard requirements implementing new procedures. Kleberg County having ownership of the HAVA required voting machines, ES&S has requested that when under contract with other county jurisdictions that Kleberg County coordinate all of the City of Kingsville and Kleberg County school districts elections through the entire election information process cycle, including ballot and programming needs with ES&S. The Kleberg County Clerk and/or the Staff designee are assigned to be the point of contact for Kleberg County with ES&S during all election cycles. Kleberg County Clerk agrees to lease equipment for the election and tabulating the election with the Central Counting Station aka Election Reporting Manager located in the Kleberg County Clerk's office and in accordance with the provisions of the Texas Election Code and as outlined in this agreement. City of Kingsville agrees to pay ES&S for all costs associated with this election including supplies, programming and ballot production costs and to pay the Kleberg County Clerk for the lease of equipment, services, administrative fees and other costs. Kleberg County Clerk and staff will only serve as administrators for the Central Counting Station and the supervision of the Direct Recording Electronic Voting Machines and Poll Pads; however, the City of Kingsville remains responsible for the lawful conduct of their election.

II. LEGAL DOCUMENTS

City of Kingsville will provide copies of pertinent orders and/or resolutions to Kleberg County Clerk. City of Kingsville will be responsible for preparation and adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing body.

### III. DIRECT RECORDING ELECTRONIC VOTING MACHINES

Paper ballots are used as the primary way of voting in Kleberg County. Votes from hand-marked paper ballots are entered into precinct electronic voting devices. City of Kingsville agrees that voting will be by use of paper ballots and a direct recording electronic voting system will be used for tabulation. The system was previously approved by the Secretary of State in accordance with the Texas Election Code.

Kleberg County Clerk will be responsible for the preparation of the programming and City of Kingsville will be responsible for testing of the direct recording electronic system for tabulating the ballots with the assistance of the Kleberg County Clerk.

City of Kingsville will be responsible for the delivery of the voting equipment to each polling place before the Election Day and the pickup of the voting equipment on the next business day after the Election Day.

- a. Kleberg County will offer to lease the KnowInk Poll Pads to other county jurisdictions. The Poll Pads are used to qualify voters by electronic means and will replace the manual method of using the yellow combination sheets and registered voter rosters. The City of Kingsville agrees to lease and use the Poll Pads at each polling location under the supervision of the Kleberg County Clerk and/or the Kleberg County Voter Registrar.

### IV. VOTING LOCATIONS

City of Kingsville will solely select and arrange for the use of and payment for all voting locations.

### V. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

City of Kingsville will solely be responsible for the appointment of the presiding judge and alternate for each polling location. City of Kingsville shall arrange for the training and compensation of all presiding judges and clerks. City of Kingsville will compensate the Kleberg County Clerk staff individually for time worked on the General Election after normal business hours.

The election judges are responsible for picking up election supplies at the time and place determined by the City of Kingsville.

### VI. RETURNS OF ELECTIONS

Kleberg County Clerk will be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.



The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager:	<u>Stephanie G. Garza or Rosie Fortune</u> Kleberg County Clerk/Staff Deputy
Tabulating Supervisor:	<u>Stephanie G. Garza or Ofie Gutierrez</u> Kleberg County Clerk/Staff Deputy
Presiding Judge:	<u>Mary Valenzuela or Jessica Storck</u> City of Kingsville Secretary or designee

The manager or his/hers representative will deliver timely cumulative reports of the election results as polling locations are tabulated. The manager will be responsible for releasing cumulative totals and polling locations returns from the election to the Presiding Judge appointed by the City of Kingsville.

Kleberg County Clerk will prepare the unofficial canvass report after all polling locations have been counted, and will provide a copy of the unofficial canvass to the City of Kingsville as soon as possible after all returns have been tabulated, but not later than 10:00 a.m. the 3<sup>rd</sup> day following the election. City of Kingsville will be responsible for the official canvass of their respective election.

## VII. ELECTION EXPENSES

Costs incurred for paper ballots and programming will be paid to ES&S by the City of Kingsville. The Kleberg County Commissioners Court set the leasing of the DRE (Direct Recording Electronic) voting equipment cost at \$250 per machine for leasing to any and other county jurisdictions. City of Kingsville shall pay to Kleberg County Clerk the rental fee set forth for voting equipment. And in the event that staff is needed to complete the job during early voting, election-day, and any required recount of votes for this election, together with an additional administrative fee not to exceed ten percent (10%) of the total amount of the contract, as allowed by Texas Election Code, Section 31.100(d).

- a. KnowInk Poll Pad Non-Maintenance Cost: Any non-maintenance repairs are to be paid by the other jurisdiction(s) that damaged the Poll Pad.
- b. Pad Locks: Pad Locks and Keys will be provided to secure the ballot box in which the M100 sits on. Pad Locks and/or Keys lost are to be replaced by the jurisdiction(s) that misplaced them.

A final bill will be provided to the City of Kingsville as soon as all invoices are collected from ES&S and copies given to the Kleberg County Clerk or within thirty (30) days following election-day.

## VIII. PAYMENT OF FUNDS

City of Kingsville agrees to pay the Kleberg County Clerk within thirty (30) days of receipt of the final bill from the Kleberg County Clerk.

Final payment should be delivered within the mandatory time frames to:

Stephanie G. Garza  
County Clerk  
Kleberg County  
PO Box 1327  
Kingsville, Texas 78364

## IX. CONTRACT WITHDRAWAL

If City of Kingsville certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, they may withdraw from this contract. Any share of their expenditures incurred prior to withdrawal shall be billed to City of Kingsville.

## X. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is received by the receiving party via certified mail - return receipt requested, facsimile, or hand-delivery with signature confirmation of receipt by an authorized employee of the receiving party. The parties to this contract are as follows:

If to the County:  
Stephanie G. Garza  
County Clerk  
Kleberg County  
PO Box 1327  
Kingsville, Texas 78364  
361.595.8548

If to the City of Kingsville:  
Mary Valenzuela  
City Secretary  
City of Kingsville  
200 E. Kleberg Ave.  
Kingsville, TX 78363  
361.595.8002

---

Recommended for Approval by:  
Stephanie G. Garza  
Kleberg County Clerk

ACCEPTED AND AGREED TO BY CITY OF KINGSVILLE:  
APPROVED:

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Jesús A. Garza, City Manager  
City of Kingsville

ATTEST:

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Mary Valenzuela, City Secretary  
City of Kingsville

ACCEPTED AND AGREED TO BY THE KLEBERG COUNTY CLERK:  
APPROVED:

---

Stephanie G. Garza, Kleberg County Clerk

ATTEST:

---

Rosie Fortune, Chief Deputy

# **AGENDA ITEM #5**

**City of Kingsville**  
**Planning and Development Services**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: February 17, 2016

SUBJECT: Resolution to support Defense Economic Adjustment Assistance Grant Program application

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**Summary:** In the current state budget \$30 million was budgeted for use by military communities in the state of Texas assist to these communities with infrastructure projects and other initiatives to increase the military value thereby mitigating the potential negative effects of a BRAC round on the state's installations. In December of 2015 the following entities received funding from DEAGG: Alamo Area Council of Governments \$5 million, City of Houston \$3.10 million, Val Verde County \$4.28 million and City of Wichita Falls \$1.75 million. These funding requests totaled nearly \$15 million. The application period that we are submitting for constitutes the other \$15 million.

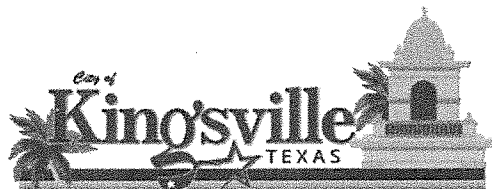
**Background:** For this upcoming round of funding the city has been working with the EDC and NAS-Kingsville on the application for the grant money. It was determined that the purchase of ground around the base is a priority and that would be the best way to ensure that there wouldn't be an encroachment issue. We have identified five property owners who own property near the base. We have approached these property owners about selling their land to the City of Kingsville. At this time the total amount of money needed for the land acquisition will approximately be in the range of \$275,000 to \$300,000. The rules call for a 50% match of funds but this can be waived to be lowered to a 20% match. We believe that we will be able to accomplish that so the City's match would not exceed \$50,000 dollars. Attached is a map which reflects the properties that we are interested in, owners and acreage. It is also likely by the time of the meeting we will have a better feel for the cost estimate since we do not have confirmation yet on which property owners want to sell and for what dollar amount. The deadline for the grant is Friday, March 4, 2016.



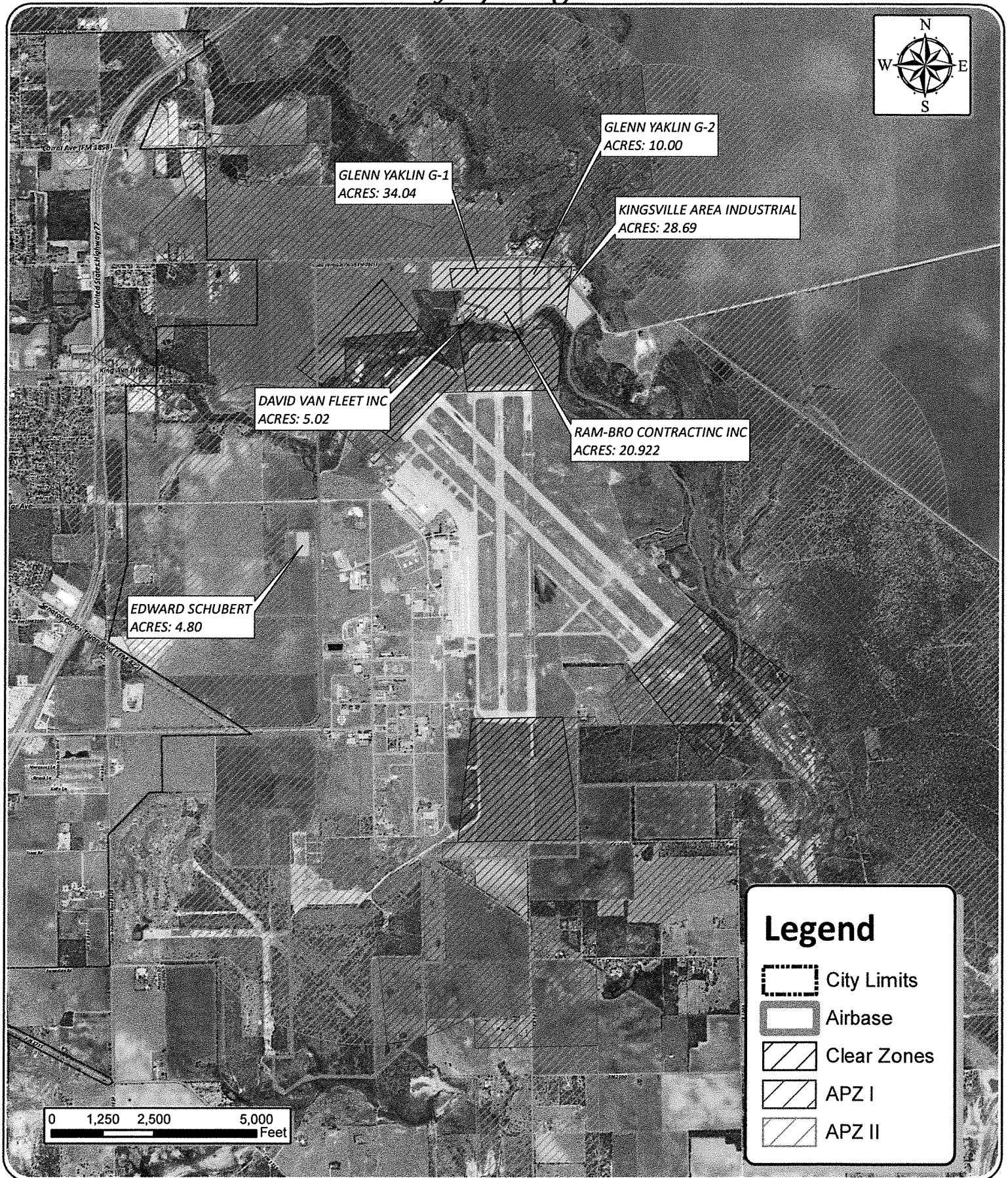
**City of Kingsville**  
**Planning and Development Services**

**Financial Impact:** The impact to the City will not exceed \$50,000 dollars. Allocation of these funds would occur with next fiscal year budget.

**Recommendation:** Approve the resolution to support the Defense Economic Adjustment Assistance Grant Program application.



# City of Kingsville



Document Path: N:\Engineering\GIS Techs\MAPS\MAP\_DOCUMENTS\DEAGG Grant\_Map\_8.5x11.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 East Kleberg                  Kingsville, Texas 78363                  Office: 361-595-8005                  Fax: 361-595-8035</p>
	Last Update: 2/18/2016		
	Note:		



RESOLUTION NO. 2016-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE STATE DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT PROGRAM FOR THE PURPOSE OF REQUESTING GRANT FUNDING FOR LAND ACQUISITION FOR ENCROACHMENT PREVENTION NEAR THE BASE.**

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the City apply for a Defense Economic Adjustment Assistance Grant Program with the State of Texas to apply for grant monies for the acquisition of property to prevent encroachment around the local military base; and

**WHEREAS**, the State budgeted money for this grant program to assist military communities in Texas with infrastructure projects and other initiatives to increase military value and mitigate any potential negative effects to the military institutions in future BRAC rounds; and

**WHEREAS**, acquiring land around the military institutions to protect them from encroachment issues is a tool that many other defense communities around the country have used to ensure the long-term viability of their local military institutions; and

**WHEREAS**, the base is a large employer of local civilian personnel and the base has a significant economic impact on the City, County, and State, such that the proposed land acquisition could be deemed for a public purpose; and

**WHEREAS**, the City has worked with the local base to identify properties that would be viable for this program and anticipates total combined acquisition costs in the range of \$275,000-\$300,000 for all of the properties with an anticipated grant cash match of 20%, or about \$30,000, which would be funded in the FY2016-2017 budget; and

**WHEREAS**, the City Commission of the City of Kingsville through this resolution has authorized the City Manager to submit the grant on behalf of the City.

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

I.

**THAT** the City Commission approves the submission of the grant application on the City's behalf for the Defense Economic Adjustment Assistance Grant Program with the State of Texas for funding for land acquisition to prevent encroachment around the local military base with an *anticipated* cash match of approximately \$30,000.00.

II.

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



**PASSED AND APPROVED** by a majority vote of the City Commission the 22nd day of February, 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM**

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

# **AGENDA ITEM #6**

**City of Kingsville**  
**Department Name**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: David Mason, Purchasing/IT Director  
DATE: February 12, 2016  
SUBJECT: Air Curtain Incinerator for Landfill

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**Summary:**

This items authorizes the purchase of Air Curtain Incinerator for use at the Landfill.

**Background:**

The current Trench Burner at the City Landfill has reached the end of its useful life and needs to be replace.

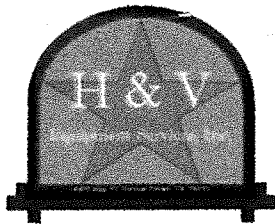
**Financial Impact:**

This purchase will expend \$106,983.08 from the budgeted amount of \$160,000.00 from CO2016 funds, but does not include unloading of the 35,000 lb. machine. Unloading can be accomplished using City equipment or hiring a crane. H & V Equipment will be furnishing the equipment under BuyBoard Contract # 424-13 Construction, Road, Bridge, & Other Equipment, thereby satisfying state competitive bidding law requirements.

**Recommendation:**

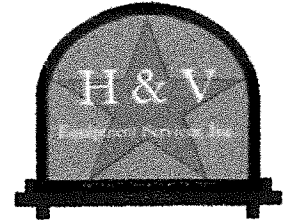
Staff recommends the purchase of the S-220Refractory Lined Firebox per quote specifications along with an S-220 Ash Rake for the price of \$106,983.08 from H & V Equipment, 4402 Hwy 77, Corpus Christi, TX 78410.





# H & V Equipment Services, Inc.

4402 Hwy 77  
Corpus Christi, Texas 78410  
361-241-1000  
www.hvequipment.com



4-February-16

City of Kingsville Landfill  
348 E. County Road 2130  
Kingsville, Texas 78363

H & V Equipment Services, Inc. is pleased to quote The City the following Air Burners Inc. above ground Air Curtain Incinerator out of H & V's rental fleet:

One new Air Burners Model S-220 Refractory Lined FireBox with  
59 HP Four Cylinder Turbo Engine (Kubota V2403-TE engine),  
full enclosure, security locks, US EPA Tier 3 Emission Certified,  
with PTO driven blower.

**Less 10% BuyBoard H & V Rental Fleet Discount**

Plus PDI / Warranty Reserve / Delivery

Plus 2% BuyBoard Fee

Plus Freight (Palm City, Fl. to above address)

**Total Delivered Price**

\$106,253.00
<u>10,625.30</u>
95,627.70
<u>2,868.83</u>
98,496.53
<u>1,912.55</u>
100,409.08
<u>3,424.00</u>
<b>\$103,833.08</b>

Machine weighs 35,000#. The City may utilize their loaders / excavators to  
Unload The AirBurner, or H & V can assist The City in obtaining quotes from a  
local crane company.

As an option, H & V is quoting an S-220 Ash Rake with universal implement  
quick attach receiver to clean out the fire box. This can be adapted to one  
of the landfill loaders, or a skid steer loader.

Less 10%

**Total (no freight charge if shipped with the box burner)**

\$ 3,500.00
<u>350.00</u>
<b>\$ 3,150.00</b>

Thank you for the opportunity to quote this equipment, and for the business  
The City has given us in the past. Allow 8 to 10 weeks lead time after receipt  
of purchase order.

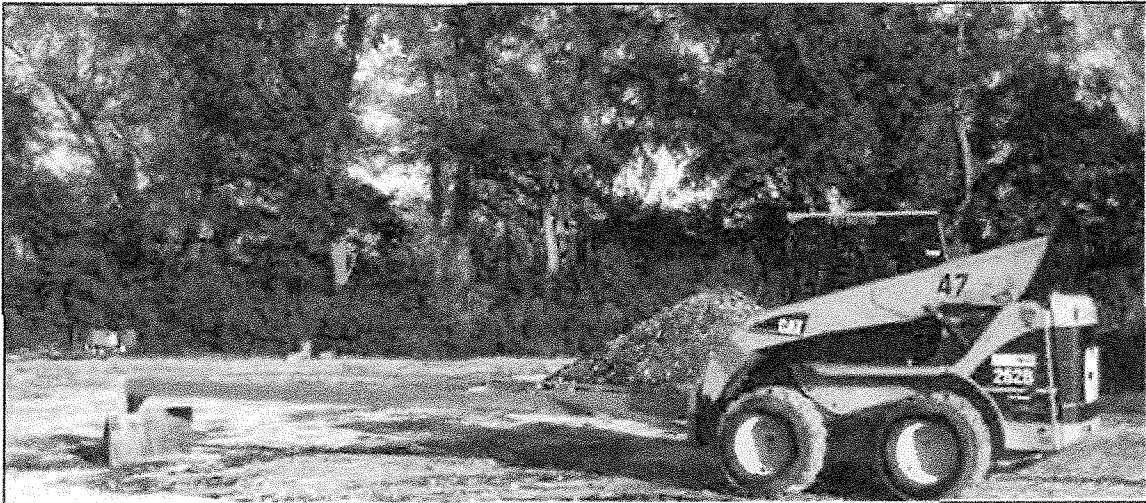
Yours Truly,

Jason Sutton

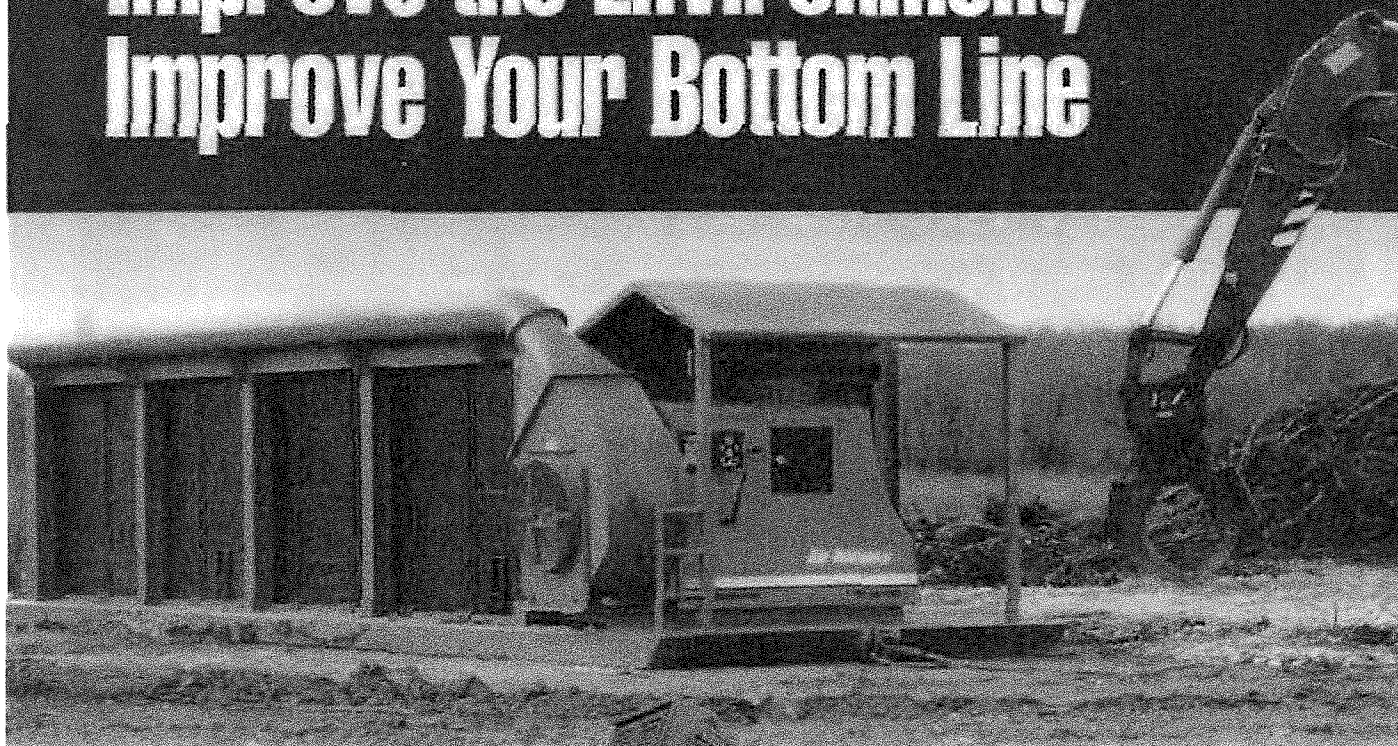
\$ 106,983.08



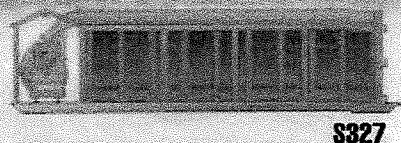
## Ash Removal Rake



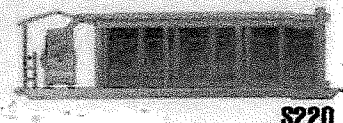
# Improve the Environment, Improve Your Bottom Line



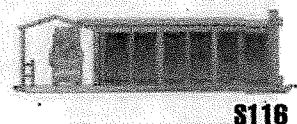
OPTIONAL ROLL OFF



S327



S220



S116



TRENCH BURNER

## Benefits Include:

- High mass reduction 98% waste reduction (100 tons of wood = 2 tons ash) increases landfill life
- FireBoxes are fully self contained, no set up or assembly
- Environmentally friendly, fully tested by the USEPA
- High through-put, up to 12 tons/60 cubic yards per hour
- Dramatically reduced operating costs when compared to grinding
- Ash can be used as a soil additive, or for compost, or for agricultural markets

Visit our website to see all our models  
[www.AirBurners.com](http://www.AirBurners.com)



4390 Cargo Way, Palm City, Florida 34990  
888-566-3900 (Toll Free) • 772-220-7303  
[sales@AirBurners.com](mailto:sales@AirBurners.com)



**2016 Certificate of Obligation  
Allocation Summary ( Staff Recommendation)**

Parks & Recreation	Streets & Parking @ DKP (Walking/Bike Lane)	\$1,000,000
Parks & Recreation	Parking Lots at other Park Facilities	\$250,000
Parks & Recreation	Pier Enhancements	\$25,000
Parks & Recreation	Skate Park	\$300,000
Parks & Recreation	Splash Pad	\$250,000
Parks & Recreation	Brookshire Pool Renovation	\$150,000
Parks & Recreation	Office/Community Building Improvements	\$125,000
Parks & Recreation	Equipment Barn Improvements	\$25,000
Parks & Recreation	Field Improvements	\$50,000
Parks & Recreation	Parks Master Plan	\$75,000
	<b>Total:</b>	<b>\$2,250,000</b>
Downtown Revitalization	Infrastructure & Buildings	\$1,000,000
	<b>Total:</b>	<b>\$1,000,000</b>
City Hall Complex	Landscaping (City Hall & Cottage Building)	\$200,000
City Hall Complex	Cottage Building Remodel	\$600,000
	<b>Total:</b>	<b>\$800,000</b>
Public Works	Roof Replacement at PW	\$75,000
Public Works	Brush Truck & 3 Replacement Beds	\$180,000
Public Works	Brush Box Burner	\$160,000
Public Works	Pro Patcher	\$160,000
Public Works	Phase 1 of 6th Street Overlay	\$425,000
	<b>Total:</b>	<b>\$1,000,000</b>
Police Department	Half of Radio Backbone	\$250,000
Police Department	Radios (Police & TF)	\$250,000
	<b>Total:</b>	<b>\$500,000</b>
Fire Department	Radios (FD & Volunteer Software Upgrades)	\$125,000
Fire Department	Station 1 Improvements	\$175,000
Fire Department	Ambulance and EMS Equipment	\$200,000
	<b>Total:</b>	<b>\$500,000</b>
Golf Course	Driving Range/Practice Facility	\$125,000
Golf Course	Course Improvements	\$85,000
Golf Course	Entrance & Signage Enhancements	\$20,000
Golf Course	Interior Enhancements	\$20,000
	<b>Total:</b>	<b>\$250,000</b>
Health Department/Animal Shelter	Roof & Porch Improvements	\$25,000
	<b>Total:</b>	<b>\$25,000</b>
Library Dept	The Maker's Zone	\$2,500
Library Dept	Staff Breakroom	\$5,000
	<b>Total:</b>	<b>\$7,500</b>
	<b>Grand Total:</b>	<b>\$6,332,500</b>

# **AGENDA ITEM #7**



**RESOLUTION #2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE COASTAL BEND COUNCIL OF GOVERNMENTS FOR THE PURPOSE OF REQUESTING PRESCRIPTION DRUG COLLECTION UNITS.**

**WHEREAS**, the improper disposal of personal medications has been associated with public health and safety issues and improper disposal into the public wastewater system; and

**WHEREAS**, the Solid Waste Committee of the Coastal Bend Council of Governments has obtained funding for prescription drug collection units; and

**WHEREAS**, there exists a need for said unit(s) in the City of Kingsville for the proper disposal of old, unused, or outdated prescription medications;

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

I.

**THAT** a grant application be submitted to the Coastal Bend Council of Governments, requesting prescription drug collection units.

II.

**THAT** all proceeds from said grant shall be administered in conformity with the grant application, the grant award, and any other rules or regulations governing disbursement.

III.

**THAT** the City Manager is hereby designated as the Authorized Official to accept, alter, or reject the grant, and that the City Manager or his designee will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such grant.

IV.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 22nd day of February, 2016.

Sam R. Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## Product and Price List MedSafe Program For State and Local Government

F.O.B. Destination

Item	Description	State and Local Government Pricing
17818	18 Gal MedSafe Receptacle with Liner, Standard Header. For collection and disposal of ultimate user medications, INCLUDING SCHEDULE II-V CONTROLLED SUBSTANCES. Must be utilized in conjunction with 18 Gal MedSafe Liners (Item # 17418).	\$1,458.00
17838	38 Gal MedSafe Receptacle with Liner, Standard Header. For collection and disposal of ultimate user medications, INCLUDING SCHEDULE II-V CONTROLLED SUBSTANCES. Must be utilized in conjunction with 38 Gal MedSafe Liners (Item # 17438).	\$1,620.00 <i>includes ups shipping</i>
17418	18 Gal MedSafe Liner, case of 4. For collection and disposal of ultimate user medications, INCLUDING SCHEDULE II-V CONTROLLED SUBSTANCES. Must be utilized in conjunction with 18 Gal MedSafe Receptacle (Item # 17818). Each liner is serialized and includes pre-paid return via common carrier.	\$540.00
17438	38 Gal MedSafe Liner, case of 4. For collection and disposal of ultimate user medications, INCLUDING SCHEDULE II-V CONTROLLED SUBSTANCES. Must be utilized in conjunction with 38 Gal MedSafe Receptacle (Item # 17838). Each liner is serialized and includes pre-paid return via common carrier.	\$765.00

*Schedule 2-5 meds only  
"No sharps"*

SHARPS  
*Compliance, Inc.*

medsafe™  
*Safe Collection Proper Destruction*



# medsafe™

Safe Collection Proper Destruction

## Cost-effective disposal of patient unused medications - including controlled substances

MedSafe is designed for retail pharmacies and long-term care facilities (LTCF), as well as drug treatment centers, licensed law enforcement, hospitals, and clinics with on-site pharmacies. A MedSafe offers collection that is safe and meets the requirements of the newly updated DEA Controlled Substance Act.

### MedSafe Benefits:

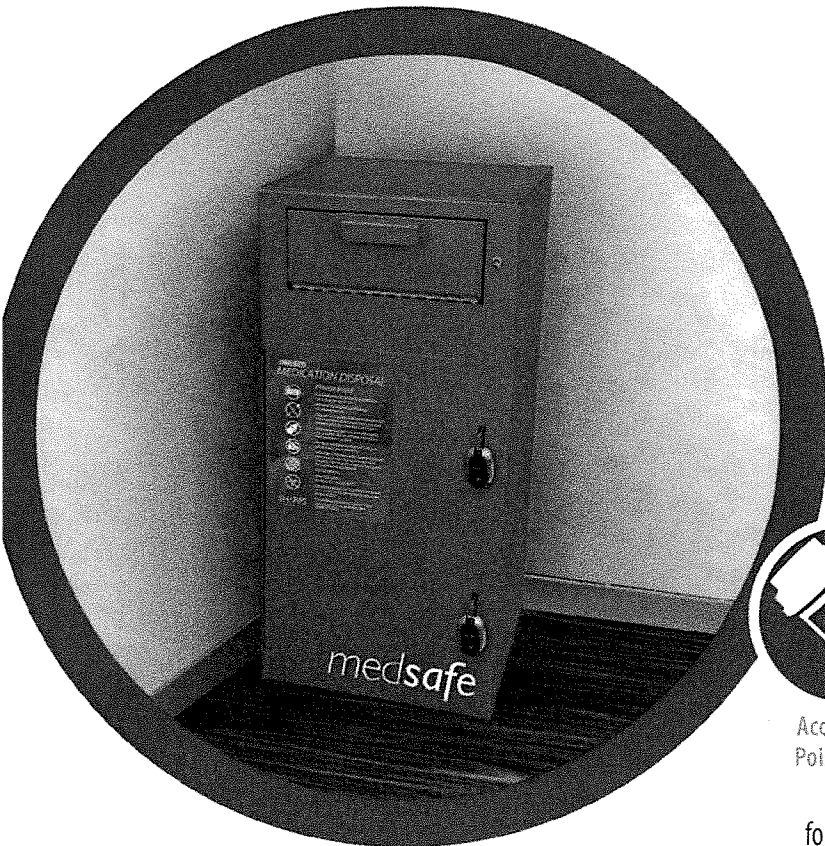
- Cost-effective and easy to manage system that meets DEA regulations
- Utilizes a collection receptacle, which is the DEA-preferred method for collection
- Comingled collection of controlled and non-controlled pharmaceuticals
- A common carrier is used to transfer the inner liners - allowing easy compliance with the 3-day rule
- Uses the DEA-preferred method for disposal for unused pharmaceuticals - rendering the drugs completely irretrievable

### MedSafe Features:

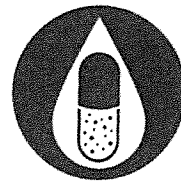
- 14-gauge powder-coated steel collection receptacle
  - One-way medicine drop with locking door
  - Double-locked front door access
  - Secure fastening to a permanent structure
  - Available in two sizes dependent on volume collected
- Serialized inner liners with pre-paid return via common carrier
  - Unique identification number that enables tracking
  - Internal contents are not viewable from the outside when sealed
  - Available in two sizes: 18-gallon and 38-gallon
- Tested under the standards established by Underwriters Laboratories
  - Made in The USA



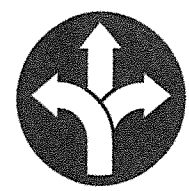




Accidental  
Poisonings



Environmental  
Contamination



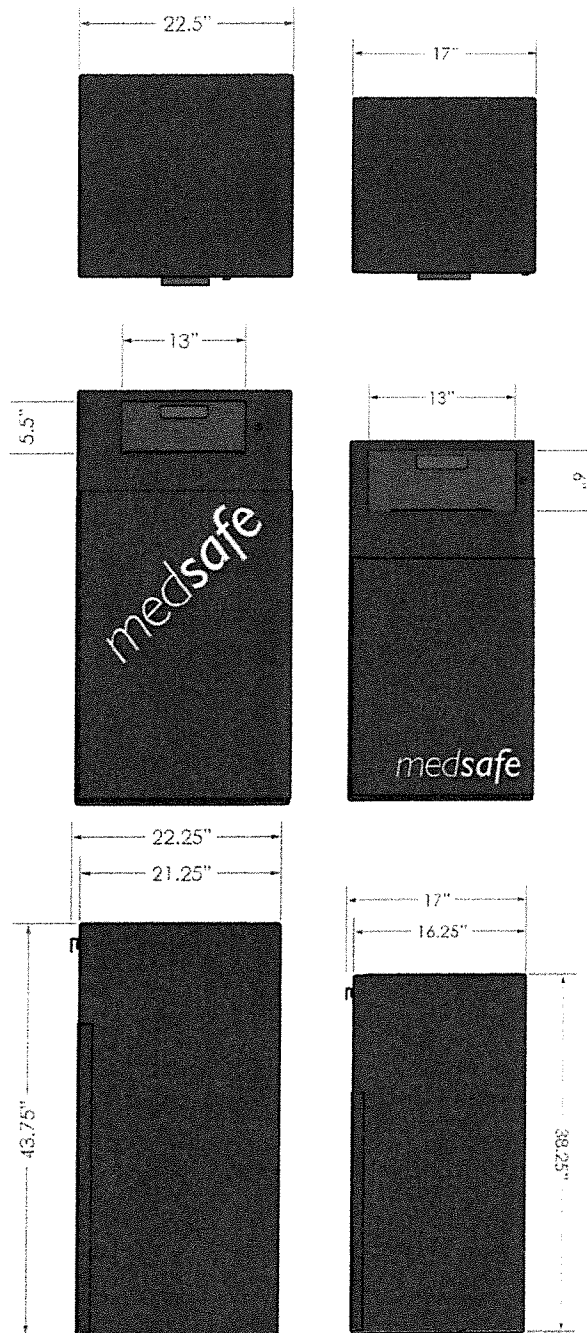
Diversion

MedSafe meets all the DEA requirements and is an easy-to-operate program for registered collectors. Once registered with the DEA as a authorized collector, a collection receptacle can be installed in an approved location to begin collecting unused pharmaceuticals. Each MedSafe unit ships to the registered location or LTCF for use with one enclosed inner liner. The inner liner includes all materials for packaging and returning for disposal when full via common carrier. A replacement collection receptacle inner liner will auto ship on a predetermined schedule

for easy program management. Schedules can be adjusted to meet volume demands of the facility. All inner liners returned are treated per preferred method of disposal, incineration, which renders the pharmaceuticals non-retrievable. In addition, with incineration, unused medications are prevented from cycling back into our water.

MedSafe 38-Gallon

MedSafe 18-Gallon



## MedSafe 38-Gallon Collection Receptacle Specifications:

- Overall Dimensions: 43.75" x 22.5" x 21.25"
- Top Opening Dimensions 5.5" x 13"

### MedSafe 38-Gallon Inner Liner Specifications:

- Constructed of two (2), 200# Test Corrugated
- Outer Box Dimensions 18.25" x 18.25" x 27"
- Inner Box Dimensions 17.75" x 17.75" x 26.375"
- Two (2), 4 Mil Polyethylene Plastic Bags
- Eighteen (18), 4" x 6" Absorbent Pads
- Available in the following frequencies during a one-year period
  - 24 (bi-weekly)
  - 12 (monthly)
  - 6 (bi-monthly)
  - 4 (quarterly)
  - 3 (once every four months)

## MedSafe 18-Gallon Collection Receptacle Specifications:

- Overall Dimensions: 38.25" x 17" x 16.25"
- Top Opening Dimensions 5.5" x 13"

### MedSafe 18-Gallon Inner Liner Specifications:

- Constructed of two (2), 200# Test Corrugated
- Outer Box Size 13.5" x 13.5" x 22.5"
- Inner Box Size 13" x 13" x 22"
- Two (2), 4 Mil Polyethylene Plastic Bags
- Ten (10), 4" x 6" Absorbent Pads
- Available in the following frequencies during a one-year period
  - 24 (bi-weekly)
  - 12 (monthly)
  - 6 (bi-monthly)
  - 4 (quarterly)
  - 3 (once every four months)

### Collection Receptacle Features:

- 14-gauge powder-coated steel construction
- Secure fastening to a permanent structure (floor or wall)
- Double-locked front door access to the removable inner liner
- Medicine-drop opening that allows one-way deposit to the inner liner
- Medicine-drop opening door lock to prevent content overflow
- Tested under the standards established by Underwriters Laboratories

### Inner Liner Features:

- Waterproof, tamper-evident, and tear-resistant
- Removable and sealable immediately upon removal from the collection receptacle without emptying or touching the content
- Internal contents are not viewable from the outside when sealed
- Serialized with a permanent, unique identification number that enables tracking
- Size clearly marked on the outside of the liner
- Permanent, unique identification number that enables the liner to be tracked

# medsafe™

Safe Collection Proper Destruction

9220 Kirby Drive, Suite 500

Houston, TX 77054

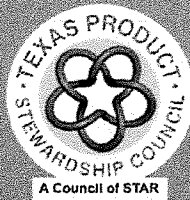
800.772.5657

sharps@sharpsinc.com

www.sharpsinc.com

★ MADE IN ★  
**USA**





# STATE OF TEXAS PHARMACEUTICAL COLLECTION SURVEY

## TEXAS PRODUCT STEWARDSHIP COUNCIL (TxPSC)

Infographic created based on responses from a  
2015 survey.

**PRESCRIPTION  
MEDICATIONS**

are beneficial but when prescriptions are unfinished  
or expire, people often do not have access to

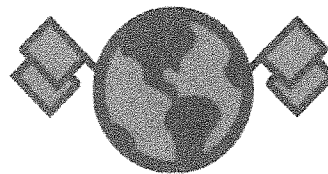
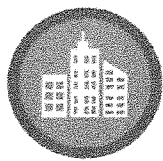
**PROPER  
MEDICINE  
DISPOSAL**

**228,035,987**

Prescription Drugs Filled By Texas Pharmacies in 2014

TxPSC conducted a survey to  
help Texas communities  
understand what it takes to  
host medication collection  
events and boxes.

For 9 weeks during the Summer  
of 2015, TxPSC ran ads for the  
survey through email blasts,  
various organizations, and  
shared it across social media.



**74** respondents

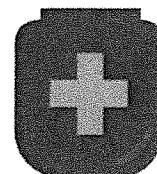
representing **15%** of Texas' population



participated in our



## 67 QUESTION SURVEY



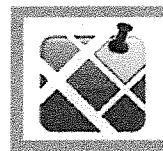
**36**

Texas  
Cities



**27**

City Police  
and Sheriff  
Depts.



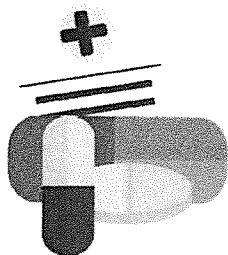
**11**

something  
else

Council of  
Governments

Universities

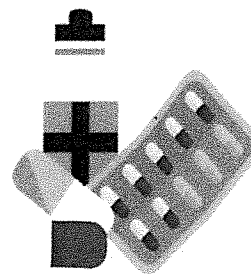
Counties



we asked

## HOW WAS MEDICATION COLLECTED

and our respondents answered:

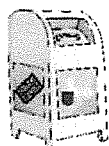


**14**



Collection Boxes AND  
Collection Events

**17**



Collection Boxes  
Only

**11**



Collection Events  
Only

**33**



No Collection  
Offered



44%

of the respondents stated that they offer

NO  
MEDICATION  
COLLECTION

CITIES WITH  
COLLECTION BOXES  
DATA



Cities offering  
boxes averaged  
1.4 collection  
boxes

Avg. cost of  
purchasing a  
collection  
box= \$614

Avg. annual  
collected drug  
weight per  
collection box =  
475 lbs.

90% house  
boxes at  
police  
stations

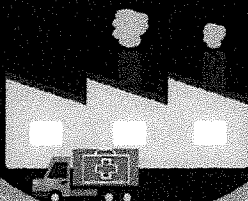
Annual staff time  
to service  
boxes= 66 hours  
or 1.27 hours per  
week

74% reported  
'no' or 'minimal'  
contamination  
problems

Average annual  
medication  
collection program  
budget \$2,400

Incineration Cost

Average price per  
pound = \$1.27



CITIES WITH  
COLLECTION EVENT(S)  
DATA



Cities offering  
collection events  
averaged 2  
annually

15 staff/ volunteers  
per collection event

Average cost of a  
single day  
collection event= \$1,592

Average annual  
weight from single  
day collection  
event= 684 lbs.

Average event  
length = 6 hours

Average number of  
citizens served  
annually= 2,084

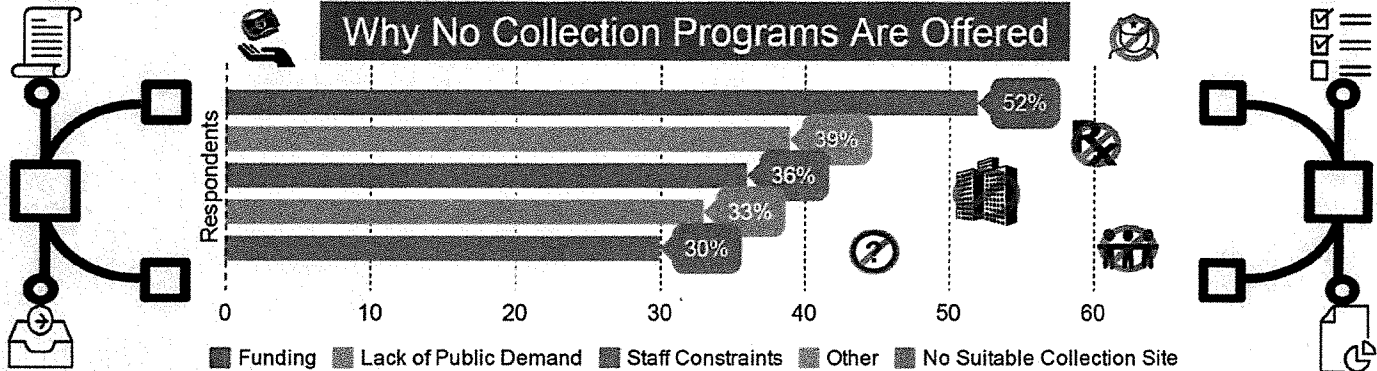




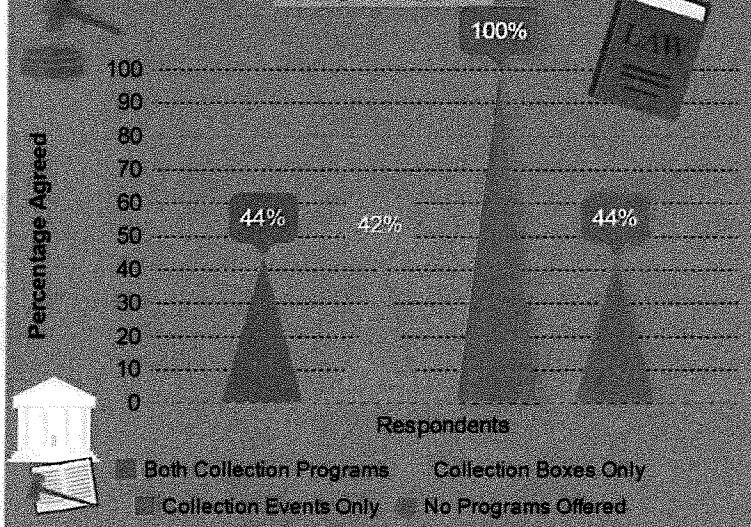
## OTHER SURVEY RESULTS



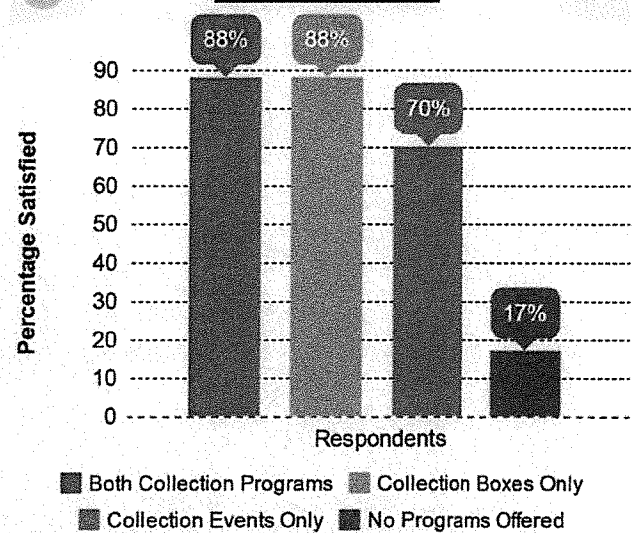
### Why No Collection Programs Are Offered



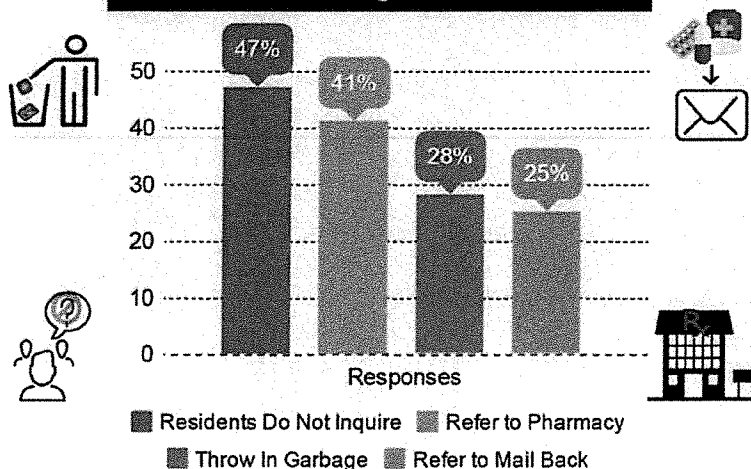
### Texas Needs Improved Drug Collection Legislation



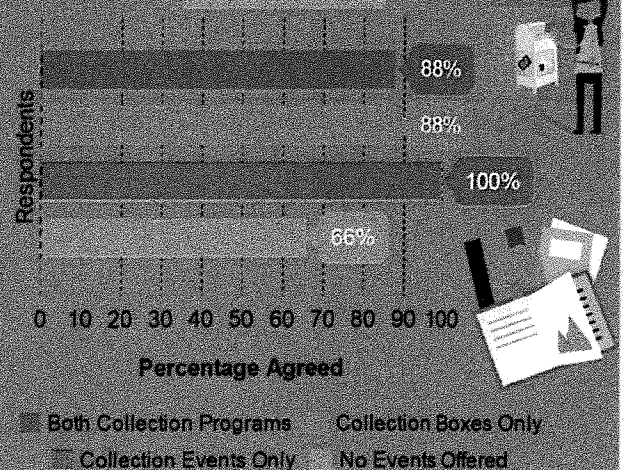
### Overall Resident Program Satisfaction

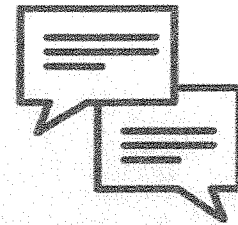
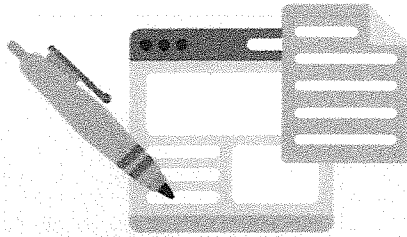
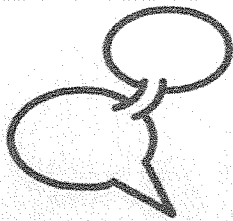


### Staff Response to Residents When No Programs Offered



### Texas Needs More Education On Importance Of Medication Collection





Survey results represent 15% of Texas' population in 2014.

Therefore if the results of our study sample hold true for the State of Texas, then 66% of Texans have access to some form of drug disposal other than the garbage or flushing.

17.8 million Texas Residents have access to proper drug disposal at least once a year.

9.1 million Texas residents have NO access to proper drug disposal.

Assumptions and approximations were made in the analysis of the survey and creation of this infographic.

**SOURCES:**

< <http://kff.org/other/state-indicator/total-retail-rx-drugs/>>  
< [https://www.surveymonkey.com/summary/swWxTKFkOPJxEae47ytOGpn7984mtuqVEsRiCmXyx4\\_3D](https://www.surveymonkey.com/summary/swWxTKFkOPJxEae47ytOGpn7984mtuqVEsRiCmXyx4_3D)>

# **AGENDA ITEM #8**

**City of Kingsville**  
**Human Resource Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: January 29, 2016

SUBJECT: Amendment of City of Kingsville Classification and Compensation Plan FY 15-16

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**Summary:**

Request amendment of the City of Kingsville Classification and Compensation Plan for FY 2015-2016 as follows:

- 1) Create a new position of Capital Improvements Manager, Management Level 3, Salary Range \$41,621 - \$68,685 funded by the Utility Fund. The attached draft job description outlines the proposed duties and responsibilities.
- 2) Correct two (2) typographical errors on the Non-Exempt Rate Schedule

**Background:**

The City of Kingsville Classification and Compensation Plan was originally introduced on September 14, 2015 and approved by City Commission on September 28, 2015. Any additions and/or changes to job titles and classifications require an amendment introduction and a second reading.

**Financial Impact:**

- (1) The annual budgetary impact for the proposed position is \$ 78,206 to the Utility Fund based on an annual salary of \$55,000. The annual budgetary impact includes salary, benefits and taxes for the position for an entire fiscal year.

\$ 45,725 is required for the remainder of Fiscal Year 2015-2016 (7 months).  
Breakdown = Salary: \$ 32,084 Benefits: \$ 10,835 Taxes: \$ 2,806

- (2) No financial impact due to typographical errors

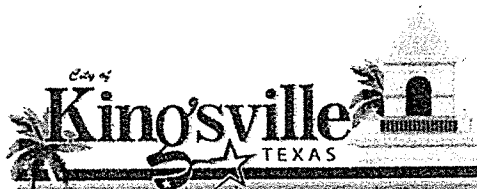


**City of Kingsville**  
**Human Resource Department**

**Recommendation:**

The Public Works Director recommended the proposed essential duties and responsibilities of the position. The duties and responsibilities are set out in such as manner as to accurately reflect the City's expectations for this position.

The Capital Improvement Manager's position placement within the City of Kingsville Classification and Compensation Plan is congruent with other positions in Management Level 3. The salary of the proposed position is within an acceptable range in comparison with similar positions in non-metropolitan areas in Texas.



**ORDINANCE NO. 2016-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER III, ARTICLE 7, PERSONNEL POLICIES, SECTION 1 CLASSIFICATION AND COMPENSATION PLAN TO ADD A CAPITAL IMPROVEMENTS MANAGER POSITION AND CORRECT CLERICAL ERROR TO THE CITY OF KINGSVILLE CLASSIFICATION AND COMPENSATION PLAN FOR FISCAL YEAR 2015-2016; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the certain changes are proposed to the City of Kingsville Classification and Compensation Plan for FY 2015-2016 are desired so that the plan more accurately reflects the type of position necessary for the effective operation of departments;

**WHEREAS**, the requested changes to the City of Kingsville Classification and Compensation Plan for Fiscal Year 2015-2016 are as follows:

Add – Position	Classification	Minimum-Maximum
Capital Improvements Manager	Management Level 3	\$41,621-\$68,685

Clerical Corrections

Correct typographical errors to the Non-Exempt Rate Schedule, Class 13, Step G and Class 21, Step E as indicated in attached City of Kingsville Classification and Compensation Plan for FY 2015-2016.

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

I.

**THAT** Section 3-7-1 Adoption of the Job Classification and Compensation Plan of Article 7: Personnel Policies of Chapter III: Administration of the Code of Ordinances of the City of Kingsville, Texas, which adopts by reference the City of Kingsville Classification and Compensation Plan dated effective as of October 1, 2015 shall be amended to adopt by reference the revised Classification and Compensation Plan for FY 2015-2016 to incorporate the changes stated above as per the document attached hereto.

II.

**THAT** all Ordinances of 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 8<sup>th</sup> day of February, A. D., 2016.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 2016.

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

**ATTEST:**

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

**Approved As to Form:**

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



**CITY OF KINGSVILLE  
CLASSIFICATION AND COMPENSATION PLAN – NON-EXEMPT  
FISCAL YEAR 2015-2016**

Introduced: September 14, 2015  
Amendment Introduced: February 8, 2016

Approved: September 28,, 2015  
Amendment Approved: Pending

<b>NON-EXEMPT / NON-CIVIL SERVICE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>CLASS 7</b> Custodian Equipment Service Worker Golf Pro-Shop Attendant Library Assistant FT/PT Maintenance Worker Plant Helper Utility Worker	\$ 10.00	\$11.68
<b>CLASS 8</b> Animal Control Specialist Animal Care Attendant Children's Services Librarian Equipment Operator I Recycling Technician	\$ 10.00	\$11.81
<b>CLASS 9</b> Customer Service Representative Municipal Court Deputy Clerk Reference/Information Librarian	\$ 10.00	\$12.54
<b>CLASS 10</b> Circulation Librarian Technician Services Assistant	\$ 10.27	\$12.64
<b>CLASS 11</b> Pump Operator Fire Telecommunications Operator	\$ 10.80	\$13.19
<b>CLASS 12</b> Information and Technology Librarian Inventory Clerk	\$ 11.03	\$13.86
<b>CLASS 13</b> Tourism Services Technician	\$ 11.50	\$14.33
<b>CLASS 14</b> Customer Billing Specialist Engineering Technician Equipment Operator II GIS Technician Meter Reader Technician Police Telecommunications Operator Municipal Court Specialist	\$ 12.02	\$14.86
<b>CLASS 15</b> Administrative Assistant I	\$ 12.54	\$15.38
<b>CLASS 16</b> Lead Telecommunications Operator	\$ 13.18	\$16.52

<b>CLASS 17</b>	A/P Specialist Accounting Assistant Administrative Assistant II Assistant Library Administrator Equipment Operator III Help Desk Coordinator Maintenance Technician Payroll Specialist Water/Wastewater Operator Welder/Fabricator	\$ 13.73	\$16.54
<b>CLASS 18</b>	Lab Technician Legal Assistant/Paralegal	\$ 14.30	\$17.13
<b>CLASS 19</b>	Community Appearance Inspector Lead Maintenance Technician	\$ 14.97	\$17.39
<b>CLASS 20</b>	Foreman	\$ 16.04	\$18.47
<b>CLASS 21</b>	Crime Scene Specialist Health Inspector I	\$ 18.14	\$20.82
<b>CLASS 22</b>	Building Inspector Engineer's Assistant Health Inspector II	\$ 19.29	\$21.98
<b>CLASS TF</b>	City Marshal	\$ 18.95	\$ 21.33
<b>CLASS TFS</b>	Senior City Marshal	\$ 21.77	\$ 24.51
<b>OTHER POSITIONS</b>			
	Seasonal/Temporary Employees Example of positions include: Brookshire Pool Attendants/Instructors, Lifeguards/Park Recreational Program Assistants, etc.	\$ 10.00	\$12.12
	Probationary Firefighters (0-12 months)	\$ 14.08	\$14.22
	Probationary Police Officers (0-12 months)	\$ 17.25	\$19.00

**CITY OF KINGSVILLE  
CLASSIFICATION AND COMPENSATION PLAN - EXEMPT  
FISCAL YEAR 2015-2016**

	<b>MINIMUM</b>	<b>MAXIMUM</b>
<b>EXECUTIVE OFFICER – 1</b>		
City Manager	\$ 95,950	\$141,400
<b>EXECUTIVE OFFICER - 2</b>		
City Attorney	\$ 80,800	\$121,200
Municipal Court Judge		
<b>MANAGEMENT LEVEL - 1</b>		
Economic Development Director	\$ 70,700	\$101,000
Fire Chief		
Finance Director		
Police Chief		
City Engineer/Public Works Director		
Planning & Development Services Director		
<b>MANAGEMENT LEVEL - 2</b>		
Assistant City Attorney	\$ 50,500	\$ 78,937
Human Resources Director		
Parks and Recreation Director		
Purchasing and Technology Director		
Task Force Commander		
Tourism Services Director		
<b>MANAGEMENT LEVEL - 3</b>		
Accounting Manager	\$ 41,621	\$ 68,685
Assistant Task Force Commander		
Assistant Public Works Director		
<u>Capital Improvements Manager</u>		
Golf Course Manager		
Health Director		
Library Director		
Parks & Recreation Manager		
Risk Manager		
<b>MANAGEMENT LEVEL - 4</b>		
Accounting Supervisor	\$ 36,419	\$ 56,383
Building Official	Municipal Court Supervisor	
City Secretary	Sanitation Supervisor	
Collection's Supervisor	Street Supervisor	
Police Communication's Supervisor	Systems Specialist	
Community Appearance Supervisor	Wastewater Supervisor	
Downtown and Volunteer Supervisor	Water Production Supervisor	
Garage Supervisor	Water Supervisor	
Landfill Supervisor		

# **NON-EXEMPT RATE SCHEDULE FY 2015-2016**

Schedule reflects 1% COLA increase and adjustment of minimum rate to \$10

	<b>B</b> New Hire	<b>C</b> 1	<b>D</b> 3	<b>E</b> 6	<b>F</b> 10	<b>G</b> 15	<b>H</b> 20	<b>I</b> 25
<b>7</b>	\$10.00	\$10.00	\$10.18	\$10.53	\$10.99	\$11.26	\$11.50	\$11.68
<b>8</b>	\$10.00	\$10.19	\$10.54	\$10.92	\$11.26	\$11.64	\$11.81	
<b>9</b>	\$10.00	\$10.43	\$10.87	\$11.30	\$11.73	\$12.18	\$12.36	\$12.54
<b>10</b>	\$10.27	\$10.64	\$11.00	\$11.35	\$11.75	\$12.21	\$12.45	\$12.64
<b>11</b>	\$10.80	\$11.18	\$11.59	\$12.00	\$12.39	\$12.79	\$13.19	\$13.19
<b>12</b>	\$11.03	\$11.43	\$11.84	\$12.25	\$12.66	\$13.05	\$13.45	\$13.86
<b>13</b>	\$11.50	\$11.90	\$12.32	\$12.72	\$13.12	<del>\$12.52</del> **13.52	\$13.93	\$14.33
<b>14</b>	\$12.02	\$12.42	\$12.84	\$13.23	\$13.64	\$14.05	\$14.47	\$14.86
<b>15</b>	\$12.54	\$12.95	\$13.36	\$13.77	\$14.16	\$14.56	\$14.98	\$15.38
<b>16</b>	\$13.18	\$13.66	\$14.13	\$14.60	\$15.08	\$15.56	\$16.04	\$16.52
<b>17</b>	\$13.73	\$14.11	\$14.52	\$14.93	\$15.33	\$15.73	\$16.13	\$16.54
<b>18</b>	\$14.30	\$14.71	\$15.11	\$15.52	\$15.93	\$16.33	\$16.73	\$17.13
<b>19</b>	\$14.97	\$15.38	\$15.77	\$16.18	\$16.58	\$17.01	\$17.39	
<b>20</b>	\$16.04	\$16.45	\$16.85	\$17.26	\$17.66	\$18.06	\$18.47	
<b>21</b>	\$18.14	\$18.76	\$19.38	<del>\$19.29</del> **20.00	\$20.41	\$20.82		
<b>22</b>	\$19.29	\$19.91	\$20.54	\$21.17	\$21.58	\$21.98		
<b>TF</b>	\$18.95	\$19.32	\$19.72	\$20.10	\$20.92	\$21.33		
<b>TFS</b>	\$21.77	\$22.19	\$22.64	\$23.10	\$24.03	\$24.51		

\*Note: +/- 1 cent(s) due to rounding

\*\* Typographical error correction

- STEP B -** New Hire  
**STEP C -** Step following completion of one (1) year of employment.  
**STEP D -** Step for eligible employees with three (3) years of current uninterrupted City service.  
**STEP E -** Step for eligible employees with six (6) years of current uninterrupted City service.  
**STEP F -** Step for eligible employees with ten (10) years of current uninterrupted City service.  
**STEP G -** Step for eligible employees with fifteen (15) years of current uninterrupted City service.  
**STEP H -** Step for eligible employees with twenty (20) years of current uninterrupted City service.  
**STEP I -** Step for eligible employees with twenty-five (25) years of current uninterrupted City service.

The hourly chart shall be relevant to all non-exempt, non-civil service employees maintaining a position in the same CLASS, unless otherwise approved by the City Manager.

**CERTIFICATION PAY -  
 HOURLY NON-EXEMPT EMPLOYEES  
 (EXCLUDES CIVIL SERVICE PERSONNEL)**

Class/Grade/Unit	Monthly	Per Pay Period Basis *
TCEQ I or D	\$ 30.00	\$ 13.85
TCEQ C	\$ 40.00	\$ 18.47
TCEQ II or B	\$ 55.00	\$ 25.39
TCEQ III or A	\$ 85.00	\$ 39.24
Intermediate Peace Officer	\$ 30.00	\$ 13.85
Advanced Peace Officer	\$ 52.00	\$ 24.00
Master Peace Officer	\$ 100.00	\$ 46.15

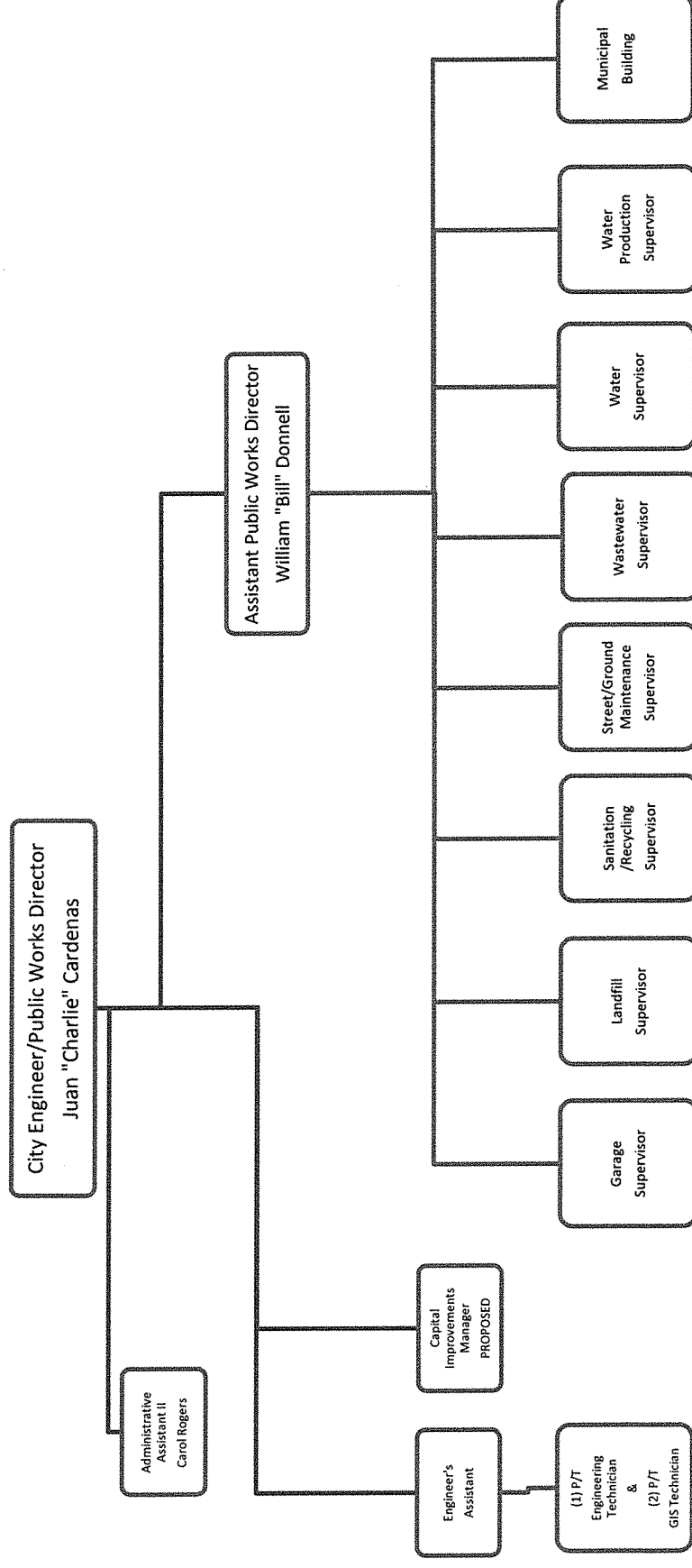
\* Rounding may be required for payroll purposes.

**MANAGEMENT LEVEL STEP PROGRAM  
 INCREASE DUE ON ANNIVERSARY DATE OF MANAGEMENT LEVEL POSITION.**

1 <sup>ST</sup> YEAR	3%
3 <sup>RD</sup> YEAR	3%
6 <sup>TH</sup> YEAR	3%
10 <sup>TH</sup> YEAR	2%
15 <sup>TH</sup> YEAR	2%
20 <sup>TH</sup> YEAR	2%
25 <sup>TH</sup> YEAR	2%

# Organizational Chart – Engineering/Public Works Department

## Proposed – March 2016





## **CITY OF KINGSVILLE**

### **Job Description**

<b>Job Title</b> Capital Improvements Manager	<b>Department</b> Engineering	<b>Effective Date</b> March 1, 2016
<b>Reports to:</b> City Engineer/Public Works Director	<b>Job Code</b>  ML-3	<b>FLSA Status</b>  Exempt
<b>Approved by</b>	<b>Signature:</b>	
<b>Approved by</b>	<b>Signature:</b>	

#### **Job Summary/Scope**

Under the general direction of the City Engineer/Public Works Director, this position manages the City's Capital Improvement Plan and specific projects related to the utility operations of the city. The primary function is to initiate, expedite, facilitate, monitor and assist with budget development of capital improvement projects. The work includes acting as the single point of contact for projects throughout the planning, budgeting, design, review, construction and inspection process; monitoring project costs ensuring projects meet budget constraints; updating and ensuring the project stays on schedule and briefed regularly within the city; ensuring the project and the city's contractor complete the scope of the project within specification.

#### **Organizational Relationships**

1. Reports to: City Engineer/Public Works Director and City Manager
2. Direct: N/A
3. Other: Works closely with all City departments/division and the general public.

#### **Essential Duties and Responsibilities**

1. Oversees the City's Capital Improvement Program (CIP)
2. Coordinates the CIP with City's budget process.
3. Liaison with the Planning department (and planning and zoning commission), City Commission, and City Manager regarding the CIP.
4. Assist with utility related capital projects from design to implementation.
5. Assist with the management and prioritization of the City's utility infrastructure.
6. Provides technical presentations in public venues including but not limited to Commission meetings, Planning and Zoning meetings and Town Hall Meetings.
7. Develops and manages project budgets and schedules.
8. Attends project and administrative meetings, including conferences.
9. Oversees the city's grant management and administration program, which includes grant opportunities, applications, laisse with grant authorities (including the City Commission).

#### **Other Duties and Responsibilities:**

Performs all other related duties as assigned

#### **Employee Behavior and Conduct**

City employees shall conduct themselves in a professional manner and shall exhibit and extend such professional conduct appropriate for the circumstances to those with whom they come into contact both internally and externally during the performance of their duties. Examples of professional conduct include, but are not limited to, being communicative, informative, fair, honest and respectful.

#### **Required (Essential) Knowledge, Skills and Abilities:**

1. Knowledge of general management principles
2. Knowledge of the legal, administrative, and procedural regulations as applicable.
3. Knowledge of office practices and procedures to include letter writing, documentation and recordkeeping.
4. Knowledge of proper safety practices, accident prevention techniques and occupational hazards
5. Ability to apply the practices and principles necessary in the area of project management, civil engineering, park operations, grant writing, municipal public works and planning.
6. Ability to supervise, train and motivate employees
7. Ability to understand city and state laws and ordinances

\_\_\_\_\_ Employee Initials – Receipt of Copy

8. Ability to prepare, maintain and submit required regulatory records and prepare technical reports.
9. Ability to analyze needs and costs
10. Ability to communicate clearly and concisely, orally and in writing with attention to detail in documentation and presentation.
11. Ability to establish and maintain effective working relationships and to communicate with city employees, commission and boards, state and local government agencies and the general public
12. Ability to review and analyze engineering/architectural plans, designs and specifications for construction of public facilities, formulate comprehensive operational policies and procedures.

#### **Minimum Qualifications**

1. Bachelor's degree in Civil Engineering or related field.
2. Three (3) years of related experience.
3. Extensive experience in a responsible position in project management.

#### **Preference**

Experience in grant writing, grant application and project management.

#### **Acceptable Equivalency**

(If Applicable) Any combination of training and experience that provides the knowledge, skills and abilities required.

#### **Conditions of Employment**

- High School Diploma or Equivalent
- Valid Driver's License
- Satisfactory Driving Record
- Proof of Citizenship and /or eligibility to work in the U.S. legally
- Physical Examination
- Drug Screen
- Background investigation
- All City employees are required in the course and scope of their employment to provide services for the benefit of the general public during emergency situations that threaten the safety of Kingsville citizens. City employees must be able to work immediately before, during, and/or immediately after an emergency in accordance with the City of Kingsville Emergency Services Policy No. 881 effective August 28, 2006.

#### **PHYSICAL REQUIREMENTS:**

*Overall Strength Demands:* The following describes the overall strength demand of the functions performed by the incumbent during a typical workday.

☐ Sedentary      ☐ Light      ☒ Medium      ☐ Heavy      ☐ Very Heavy

*Physical Demand Codes:* The following describes if the incumbent is expected to exert the following physical demands during a typical workday and the overall frequency.

Codes for "how often":

**N** = No

**E** = extensive  
(100-70%)

**M** = moderate  
(60-30%)

**I** = infrequent  
(20-10%)

**A** = almost never  
(<10%)

Task	Code	Task	Code	Task	Code	Task	Code
1. Standing	E	6. Pushing/Pulling	M	11. Crawling	I	16. Vision	E
2. Sitting	E	7. Overhead Work	A	12. Bending	M	17. Hearing	E
3. Walking	E	8. Fine Dexterity	E	13. Twisting	M	18. Talking	E
4. Lifting	M	9. Kneeling	I	14. Climbing	I	19. Video Display	E
5. Carrying	M	10. Crouching	I	15. Balancing	M	20. Other	

#### **Material and Equipment Directly Used**

Regularly uses personal computer with variety of software applications and other standard office equipment. Communication equipment such as phones, radios and faxes.

#### **Working Environment/Physical Requirements**

The essential functions of this position are performed in an indoor and outdoor work environment; in seasonal heat and cold or adverse weather conditions. May work during nighttime and weekends with irregular hours during the varying seasons. Use of a vehicle is required.

**NOTE:** The above statements are intended to describe the general nature and level of work performed by an employee in this position. These statements are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of employees in this position.



# **AGENDA ITEM #9**

**City of Kingsville**  
**Human Resource Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: January 29, 2016

SUBJECT: Amendment of City of Kingsville Classification and Compensation Plan FY 15-16

---

**Summary:**

Request amendment of the City of Kingsville Classification and Compensation Plan for FY 2015-2016 as follows:

- 1) Create a new position of Capital Improvements Manager, Management Level 3, Salary Range \$41,621 - \$68,685 funded by the Utility Fund. The attached draft job description outlines the proposed duties and responsibilities.
- 2) Correct two (2) typographical errors on the Non-Exempt Rate Schedule

**Background:**

The City of Kingsville Classification and Compensation Plan was originally introduced on September 14, 2015 and approved by City Commission on September 28, 2015. Any additions and/or changes to job titles and classifications require an amendment introduction and a second reading.

**Financial Impact:**

- (1) The annual budgetary impact for the proposed position is \$ 78,206 to the Utility Fund based on an annual salary of \$55,000. The annual budgetary impact includes salary, benefits and taxes for the position for an entire fiscal year.

\$ 45,725 is required for the remainder of Fiscal Year 2015-2016 (7 months).  
Breakdown = Salary: \$ 32,084 Benefits: \$ 10,835 Taxes: \$ 2,806

- (2) No financial impact due to typographical errors



**City of Kingsville**  
**Human Resource Department**

**Recommendation:**

The Public Works Director recommended the proposed essential duties and responsibilities of the position. The duties and responsibilities are set out in such as manner as to accurately reflect the City's expectations for this position.

The Capital Improvement Manager's position placement within the City of Kingsville Classification and Compensation Plan is congruent with other positions in Management Level 3. The salary of the proposed position is within an acceptable range in comparison with similar positions in non-metropolitan areas in Texas.



**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 UTILITY FUND BUDGET FOR THE ADDITION OF A CAPITAL IMPROVEMENTS MANAGER.**

**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 2015-2016 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 051 Utility Fund**

Equity

2	Unrestricted Fund Balance	61004			<u>\$45,725</u>
					<u>\$45,725</u>

Expenses

5-6201	Salaries & Wages	11100	\$32,084	
Public Works	Retirement - TMRS	11400	\$3,209	
Capital Improvements	FICA	11500	\$2,455	
	Group Health Insurance	11600	\$7,558	
	Worker's Comp	11700	\$126	
	Unemployment Comp	11800	\$225	
	Life Insurance	12300	\$68	
			<u>\$45,725</u>	

[To amend the City of Kingsville FY 15-16 Utility Fund Budget for the addition of a Capital Improvements Manager as per the attached memo from the Human Resources Director.]

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 8<sup>th</sup> day of February, 2016.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

**ATTEST:**

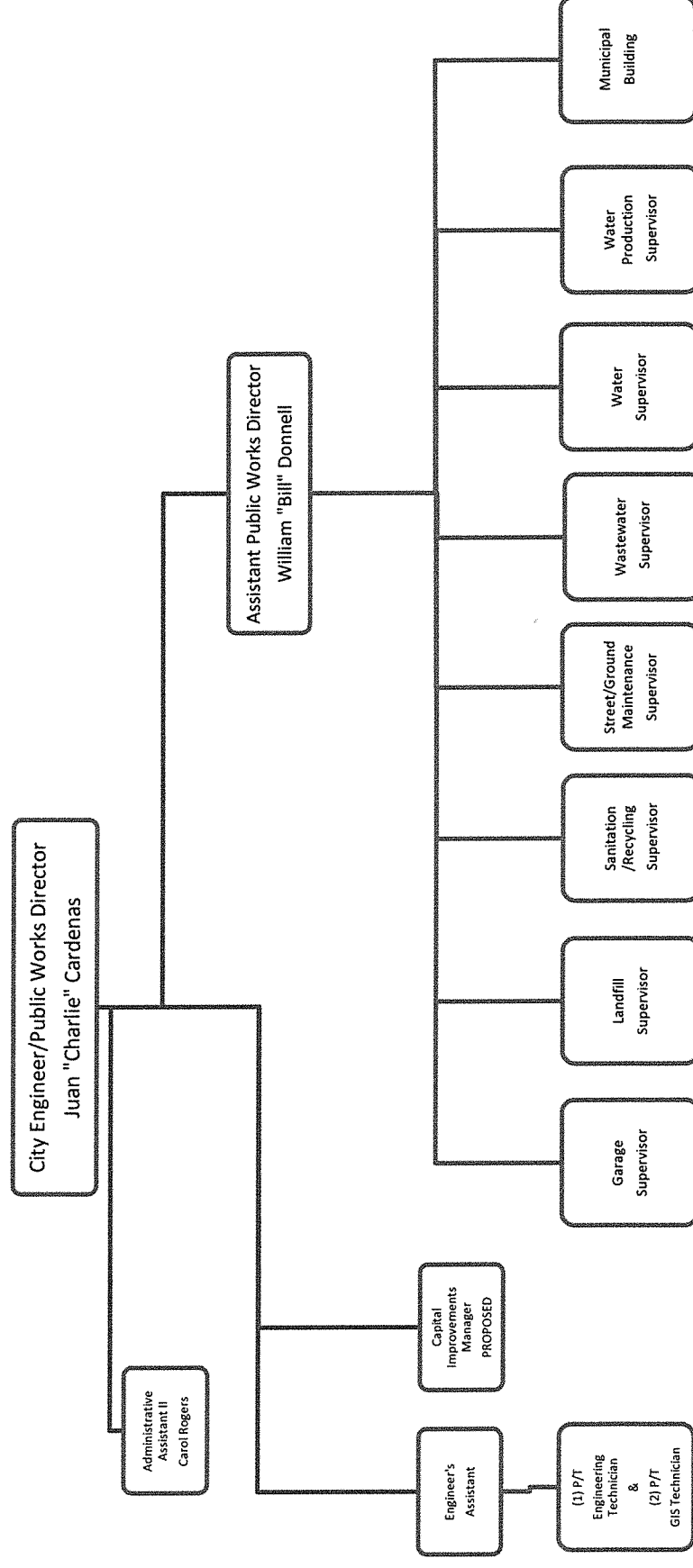
\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

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

# Organizational Chart – Engineering/Public Works Department

## Proposed – March 2016





# **CITY OF KINGSVILLE**

## **Job Description**

<b>Job Title</b> Capital Improvements Manager	<b>Department</b> Engineering	<b>Effective Date</b> March 1, 2016
<b>Reports to:</b> City Engineer/Public Works Director	<b>Job Code</b>  <b>Salary Range</b> ML-3	<b>FLSA Status</b> Exempt
<b>Approved by</b>	<b>Signature:</b>	
<b>Approved by</b>	<b>Signature:</b>	

### **Job Summary/Scope**

Under the general direction of the City Engineer/Public Works Director, this position manages the City's Capital Improvement Plan and specific projects related to the utility operations of the city. The primary function is to initiate, expedite, facilitate, monitor and assist with budget development of capital improvement projects. The work includes acting as the single point of contact for projects throughout the planning, budgeting, design, review, construction and inspection process; monitoring project costs ensuring projects meet budget constraints; updating and ensuring the project stays on schedule and briefed regularly within the city; ensuring the project and the city's contractor complete the scope of the project within specification.

### **Organizational Relationships**

1. Reports to: City Engineer/Public Works Director and City Manager
2. Direct: N/A
3. Other: Works closely with all City departments/division and the general public.

### **Essential Duties and Responsibilities**

1. Oversees the City's Capital Improvement Program (CIP)
2. Coordinates the CIP with City's budget process.
3. Liaison with the Planning department (and planning and zoning commission), City Commission, and City Manager regarding the CIP.
4. Assist with utility related capital projects from design to implementation.
5. Assist with the management and prioritization of the City's utility infrastructure.
6. Provides technical presentations in public venues including but not limited to Commission meetings, Planning and Zoning meetings and Town Hall Meetings.
7. Develops and manages project budgets and schedules.
8. Attends project and administrative meetings, including conferences.
9. Oversees the city's grant management and administration program, which includes grant opportunities, applications, laisse with grant authorities (including the City Commission).

### **Other Duties and Responsibilities:**

Performs all other related duties as assigned

### **Employee Behavior and Conduct**

City employees shall conduct themselves in a professional manner and shall exhibit and extend such professional conduct appropriate for the circumstances to those with whom they come into contact both internally and externally during the performance of their duties. Examples of professional conduct include, but are not limited to, being communicative, informative, fair, honest and respectful.

### **Required (Essential) Knowledge, Skills and Abilities:**

1. Knowledge of general management principles
2. Knowledge of the legal, administrative, and procedural regulations as applicable.
3. Knowledge of office practices and procedures to include letter writing, documentation and recordkeeping.
4. Knowledge of proper safety practices, accident prevention techniques and occupational hazards
5. Ability to apply the practices and principles necessary in the area of project management, civil engineering, park operations, grant writing, municipal public works and planning.
6. Ability to supervise, train and motivate employees
7. Ability to understand city and state laws and ordinances

\_\_\_\_\_ Employee Initials – Receipt of Copy

8. Ability to prepare, maintain and submit required regulatory records and prepare technical reports.
9. Ability to analyze needs and costs
10. Ability to communicate clearly and concisely, orally and in writing with attention to detail in documentation and presentation.
11. Ability to establish and maintain effective working relationships and to communicate with city employees, commission and boards, state and local government agencies and the general public
12. Ability to review and analyze engineering/architectural plans, designs and specifications for construction of public facilities, formulate comprehensive operational policies and procedures.

#### **Minimum Qualifications**

1. Bachelor's degree in Civil Engineering or related field.
2. Three (3) years of related experience.
3. Extensive experience in a responsible position in project management.

#### **Preference**

Experience in grant writing, grant application and project management.

#### **Acceptable Equivalency**

(If Applicable) Any combination of training and experience that provides the knowledge, skills and abilities required.

#### **Conditions of Employment**

- High School Diploma or Equivalent
- Valid Driver's License
- Satisfactory Driving Record
- Proof of Citizenship and /or eligibility to work in the U.S. legally
- Physical Examination
- Drug Screen
- Background investigation
- All City employees are required in the course and scope of their employment to provide services for the benefit of the general public during emergency situations that threaten the safety of Kingsville citizens. City employees must be able to work immediately before, during, and/or immediately after an emergency in accordance with the City of Kingsville Emergency Services Policy No. 881 effective August 28, 2006.

#### **PHYSICAL REQUIREMENTS:**

*Overall Strength Demands:* The following describes the overall strength demand of the functions performed by the incumbent during a typical workday.

☐ Sedentary      ☐ Light      ☒ Medium      ☐ Heavy      ☐ Very Heavy

*Physical Demand Codes:* The following describes if the incumbent is expected to exert the following physical demands during a typical workday and the overall frequency.

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**I** = infrequent  
(20-10%)

**A** = almost never  
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Task	Code	Task	Code	Task	Code	Task	Code
1. Standing	E	6. Pushing/Pulling	M	11. Crawling	I	16. Vision	E
2. Sitting	E	7. Overhead Work	A	12. Bending	M	17. Hearing	E
3. Walking	E	8. Fine Dexterity	E	13. Twisting	M	18. Talking	E
4. Lifting	M	9. Kneeling	I	14. Climbing	I	19. Video Display	E
5. Carrying	M	10. Crouching	I	15. Balancing	M	20. Other	

#### **Material and Equipment Directly Used**

Regularly uses personal computer with variety of software applications and other standard office equipment. Communication equipment such as phones, radios and faxes.

#### **Working Environment/Physical Requirements**

The essential functions of this position are performed in an indoor and outdoor work environment; in seasonal heat and cold or adverse weather conditions. May work during nighttime and weekends with irregular hours during the varying seasons. Use of a vehicle is required.

**NOTE:** The above statements are intended to describe the general nature and level of work performed by an employee in this position. These statements are not to be construed as an exhaustive list of all responsibilities, duties, and skills required of employees in this position.



# **AGENDA ITEM #10**

**City of Kingsville  
Finance Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah R Balli, Finance Director

DATE: February 9 2016

SUBJECT: Fund 034-CO Series 1998 & Fund 065 – CO Series 2011 Appropriation

---

**Summary:**

The Street Department is in need of additional funding for street maintenance projects for FY 15-16. In looking at available funding, there are unspent funds in Fund 034 – CO Series 1998 and Fund 065 – CO Series 2011 General.

**Background:**

The City went out for \$3,000,000 in Certificates of Obligation in 1998 for various capital improvement programs and equipment purchases as stated in the Official Statement and the audited financial statements for FY 97-98. Attached is the listing of projects and equipment that were included in the CO Series 1998 of which included seal coating materials. Therefore, street maintenance was a designated project which these bonds were sold for.

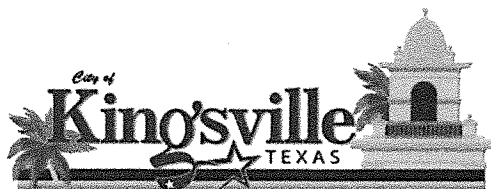
The City also went out for \$10,000,000 in Certificates of Obligation in 2011 for various capital improvement programs which included street and related drainage system repairs. In years past, the City has funded street maintenance projects with these funds, therefore, street maintenance was a designated project which these bonds were sold for. Attached is a document that details what this CO Series was to fund.

**Financial Impact:**

Using the remaining funds of \$41,215.93 in Fund 034, and \$53,199.60 in Fund 065 for a total of \$94,415.53 to provide funding for street maintenance in FY 15-16.

**Recommendation:**

Staff is recommending \$94,415.53 to be appropriated for street maintenance funding.



**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO USE REMAINING FUNDS IN CO SERIES 1998 AND CO SERIES 2011 FOR STREET MAINTENANCE FUNDING.**

**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 2015-2016 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 034-CO Series 1998-General**

Equity

2	Unrestricted Fund Balance	61002		\$50.77	
2	Restricted for Capital Outlay	74002		\$41,165.16	
				<u>\$41,215.93</u>	

Expenses

5-6900	Transfer Out to Fund 065	80065	\$41,215.93		
			<u>\$41,215.93</u>		

**Fund 065-CO Series 2011 General**

Equity

2	Restricted for Capital Outlay	74002		\$53,199.60	
				<u>\$53,199.60</u>	

Revenue

4-0000	Transfer In From Fund 065	75034	\$41,215.93		
			<u>\$41,215.93</u>		

Expenses

5-3050	Street & Bridge	52100	\$94,415.53		
			<u>\$94,415.53</u>		

[To amend the City of Kingsville FY 15-16 Budget to use remaining funds in CO 1998 and CO 2011 for street maintenance in FY 15-16 as per the attached memo from the Finance Director.]

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 22<sup>nd</sup> day of February, 2016.

**PASSED AND APPROVED** on this the \_\_\_\_ day of March, 2016.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #11**

**City of Kingsville**  
**Public Works, Water Production Division**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Charlie Cardenas, Director of Public Works/ City Engineer

DATE: February 12, 2016

SUBJECT: Utility Fund Budget Amendment

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**Summary:**

This item authorizes funding of the retainage portion for Water Well #25 drilling contract in the Water Production Division.

**Background:**

The allocation of the retainage funds was missed during the prior budget amendment to complete the Water Well #25 driller's portion of the project.

**Financial Impact:**

This requested budget amendment reduces the Restricted for Capital Outlay Fund Balance in the amount of \$64,545.00 to (Fund 066-5-6002-72025).

**Recommendation:**

The contractor, Alsay, has completed their portion of the water well project. Staff is recommending approval of funds to complete the retainage payment to the contractor.



**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET FOR THE RETAINAGE PORTION OF THE WATER WELL #25 DRILLING CONTRACT.**

**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 2015-2016 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
-----------	------------------	---------------	-----------------	-----------------	-----------------

---

**Fund 066-CO Series 2011-Utility**

Equity

2		Restricted for Capital Outlay	74002		\$64,545.00
					<u>\$64,545.00</u>

Expenses

5-6002		Water Well #25	72025	\$64,545.00	
				<u>\$64,545.00</u>	

[To amend the City of Kingsville FY 15-16 Budget for the retainage portion of the Water Well #25 drilling contract as per the attached memo from the Director of Public Works/City Engineer.]

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 22<sup>nd</sup> day of February, 2016.

**PASSED AND APPROVED** on this the \_\_\_\_ day of March, 2016.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# **AGENDA ITEM #12**

**City of Kingsville  
Engineering/Public Works**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Charlie Cardenas, P.E., City Engineer/Director of Public Works

DATE: February 11, 2016

SUBJECT: Replace yield condition with stop condition on Armstrong Ave. at Caesar Street

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**Summary:**

This item authorizes the approval to replace a yield condition on Armstrong Ave. at Caesar Street with a stop condition.

**Background:**

The Engineering department received several request in November and December of 2015 from citizen's to evaluate the safety of the intersection of Armstrong Ave. and Caesar Street. It was observed that the traffic control at this intersection is a yield condition on Armstrong Ave. and free flow movement on Caesar Street. Furthermore, it was determined that part of Caesar Street is owned and maintained by the Texas Department of Transportation and serves as the primary collector street and Armstrong Ave. serves as the secondary collector street terminating at Caesar Street. It was observed that vehicles on Armstrong Ave. are not yielding to vehicles flowing through Caesar Street (headed to the cemeteries) causing a dangerous condition. An Engineering study was conducted for this condition and meets a "STOP" warrant.

**Financial Impact:**

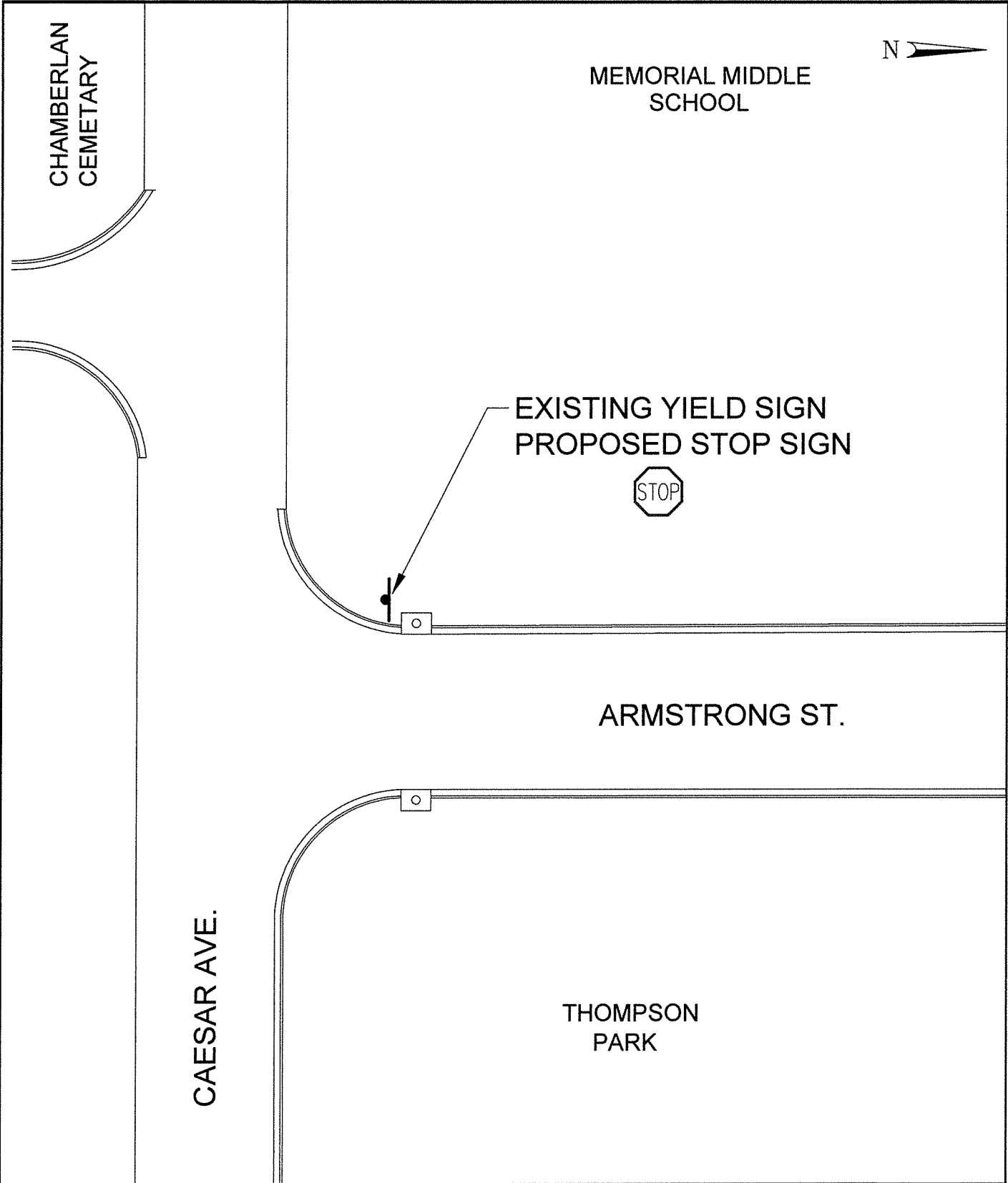
No financial impact to the City of Kingsville. Changing this condition is in accordance with state and federal guidelines and the Manual of Uniformed Traffic Control Devices (MUTCD).

**Recommendation:**

Staff recommends that the yield condition on Armstrong Ave. at Caesar Street be changed to a stop condition.



# EXHIBIT "A"



PROPOSED STOP AT  
ARMSTRONG AND CAESAR

Drawn by: A. Castillo  
2-12-2016  
Note:  
Job:  
Scale: 1" = 20'



CITY OF KINGSVILLE  
ENGINEERING DEPARTMENT  
200 East Kleberg  
Kingsville, Texas 78363  
Office 361.595.8005  
Fax 361.595.8035

**ORDINANCE NO. 2016-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 8, SECTION 3-TRAFFIC CONTROL DEVICES; PROVIDING FOR THE AUTHORITY TO REPLACE YIELD SIGN WITH STOP SIGN ON ARMSTRONG AVE. AT CAESAR AVE.; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

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

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

I.

**THAT** Section 7-8-3 of Article 7: Traffic Control Devices of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**§7-8-3 TRAFFIC CONTROL AREAS.**

....

**(I) AREA I:**

AREA I		
Intersection	Direction	Device
1. Kenedy Ave. at May St.	Southbound	Install stop sign
2. Kenedy Ave. at Milton St.	Southbound	Install stop sign
3. Kenedy Ave. at Frances St.	Northbound	Install stop sign
4. Lott St. at Williams St.	Eastbound	Install yield sign
5. Huisache Ave. at Lantana Dr.	Westbound	Install stop sign
6. Huisache Ave. at Williams St.	Eastbound - Westbound	Install yield signs
7. Huisache Ave. at Wanda Dr.	Eastbound - Westbound	Install yield signs
8. Warren Ave. at Armstrong Ave.	Westbound	Delete yield sign Install stop sign

9. Ragland Ave. at Armstrong Ave.	Westbound	Delete yield sign Install stop sign
10. Jackson Ave. at Kenedy Ave.	Southbound	Install stop sign
<u>11. Armstrong Ave. at Caesar Ave.</u>	<u>Southbound</u>	<u>Delete yield sign</u> <u>Install stop sign</u>

....

## II.

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

## III.

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

## IV.

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

**INTRODUCED** on this the \_\_\_\_th day of February, 2016.

**PASSED AND APPROVED** on this the \_\_\_\_th day of March, 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #13**

**City of Kingsville  
Department Name**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: David Mason, Purchasing/IT Director  
DATE: February 19, 2016  
SUBJECT: Fire Engine

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**Summary:**

This item authorizes the purchase of a new Fire Engine per attached quote and specifications.

**Background:**

The Fire Department was awarded a grant through the Assistance to Firefighters Grant Program.

**Financial Impact:**

This purchase will expend a total of \$400,000 from 001-5-220.00-711.00 of which \$359,100 is grant funded and the remaining \$40,900 is already budgeted as cash match.

**Recommendation:**

Staff recommends the purchase of the Spartan ERV Pumper on a Metro Star Chassis as specified from Metro Fire, 914 Michigan, South Houston, TX 77587. This item is available through the HGAC Purchasing Cooperative thereby meeting competitive bid requirements under Government Code 252 and 271.





*Apparatus Specialists, Inc.*

514 Michigan / South Houston, Texas 77587 / (713) 475-2411 / (713) 475-2428 fax

## PROPOSAL

Friday, February 19, 2016

Kingsville Fire Department  
119 North 10<sup>th</sup> Street  
Kingsville, TX 78363

The undersigned is prepared to furnish for you, upon an order being placed by you, for final acceptance by Metro Fire Apparatus Specialists, Inc at its office in Houston, Texas the apparatus and equipment herein named and for the following prices:

**One (1) Spartan ERV Pumper on an Metro Star Chassis as specified**

**TOTAL \$400,000.00**

*(Includes the \$2,000 HGAC Fee)*

No State, Federal or local taxes included

The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals by the Kingsville Fire Department. Delays due to strikes, war or other causes beyond our control not preventing, within **390 calendar days after receipt of order**, and to be delivered to you at:

*Kingsville Fire Department  
Kingsville, Texas*

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the Kingsville Fire Department. The proposal specifications are supplied for construction purposes. Any additions and/or changes to the enclosed specifications shall be generated and/or approved by the Kingsville Fire Department, and accepted by Metro Fire Apparatus Specialists, Inc.

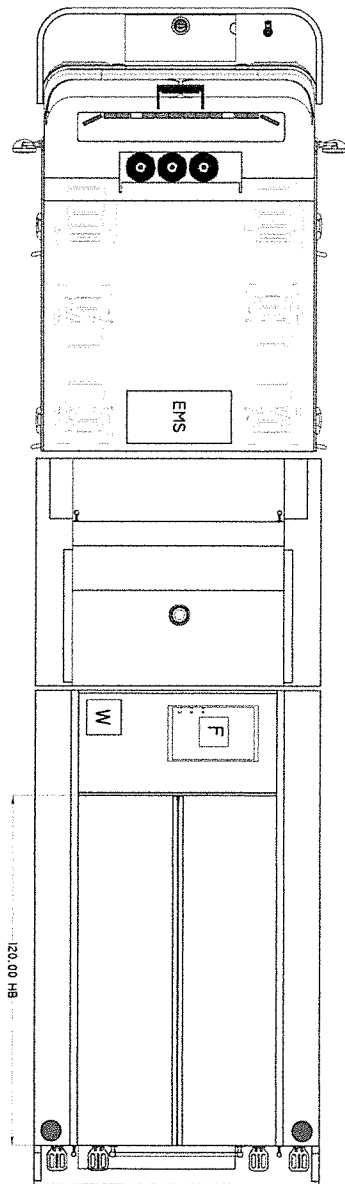
Unless accepted within 45 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw this proposal.

TERMS:

Payment due upon delivery and acceptance of completed apparatus.

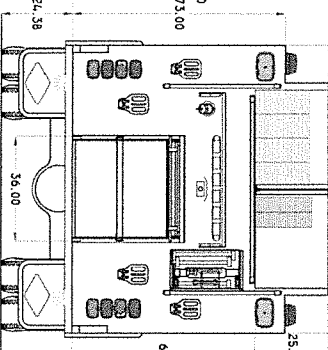
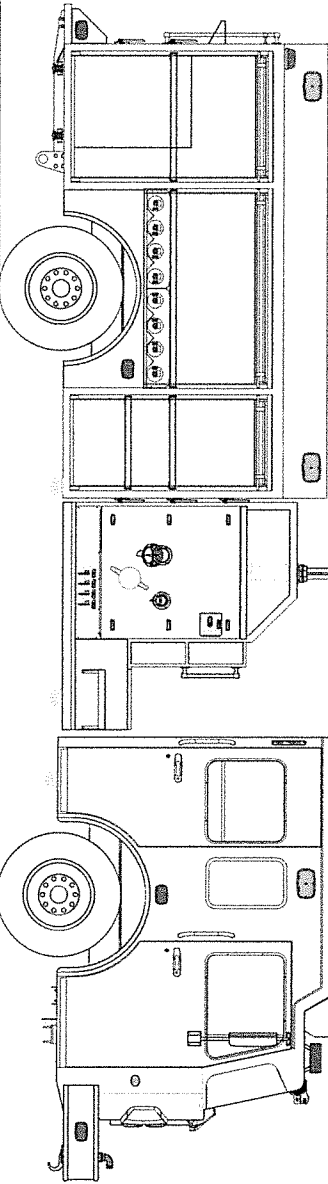
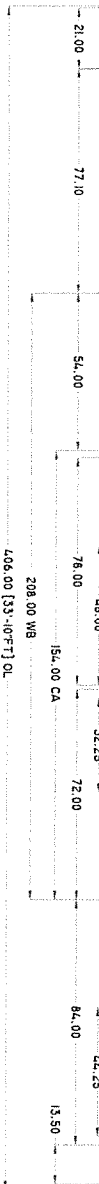
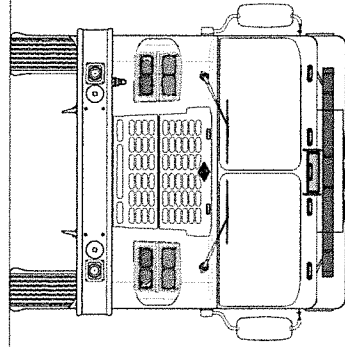
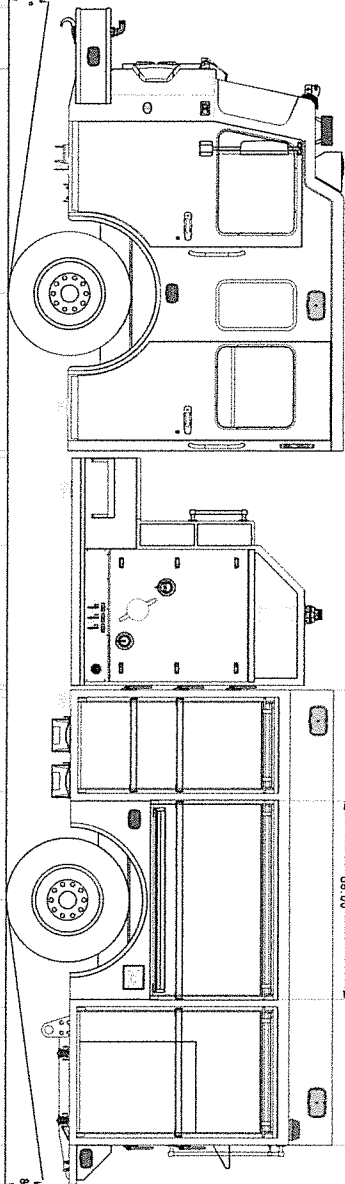
By: *Brian Russell*  
Brian Russell – Apparatus Manager





CHASSIS: SPARTAN METRO STAR MFD 10' RR  
ENGINE: CUMMINS ISL 400 HP  
TRANSMISSION: ALLISON 3000 EVS  
AXLES: F 20,000 LB / R 27,000 LB  
MODEL: LEGEND PUMPER  
WATER/FOAM: 1000 GALLONS / 20 GALLONS  
PUMP: WATEROUS CSU 1500 GPM  
FOAM SYSTEM: WATEROUS AQUIS 1.5  
GENERATOR:

DOOR FRAMED OPENINGS	
COMPARTMENT	DOOR FRAMED OPENING
L1	32.25-W X 68.0-H
L2	68.0-W X 4.3-H
L3	44.25-W X 68.0-H
R1	32.25-W X 68.0-H
R2	68.0-W X 4.3-H
R3	44.25-W X 68.0-H
B1	36.0-W X 37.25-H



0 12/15/15 INITIAL PROPOSAL M.G.H.  
REV DATE DESCRIPTION NAME  
SCALE: NOT TO SCALE  
CUSTOMER: KINGSVILLE FIRE DEPT  
TRUCK NUMBER: 000000  
DEALER: METRO FIRE APPARATUS

THIS DRAWING IS A CUSTOMER PRODUCTION OF YOUR FIRE APPARATUS. IN ALL CASES, THE DRAWING IS THE SOLE PROPERTY OF SPARTAN. ANY REVISIONS TO THE DRAWING SHALL BE MADE BY SPARTAN. THE WRITTEN SPECIFICATION REPRESENTS WHAT YOU WANT IN YOUR FIRE APPARATUS. THE WRITTEN SPECIFICATION, NOT THE DRAWING, SHALL BE THE BASIS FOR THE APPARATUS. TO ASSURE THAT YOUR NEEDS ARE MET.

CUSTOMER: KINGSVILLE FIRE DEPT

TRUCK NUMBER: 000000

DEALER: METRO FIRE APPARATUS

# **AGENDA ITEM #14**

**City of Kingsville  
Department Name**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: David Mason, Purchasing/IT Director  
DATE: February 19, 2016  
SUBJECT: Driving Range Improvements

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**Summary:**

This will allow the purchase and installation of practice areas at the City's L.E. Ramey Golf Course.

**Background:**

In order to enhance the usability of the current driving range, Synlawn will add two (2) 1,500 sq ft putting greens, two (2) bunkers, a 50x5 and a 25x5 tee line hitting surface.

**Financial Impact:**

This item will expend no more than \$125,000 from CO 2016 funds allocated to the Golf Course from account 001-052-016.

**Recommendation:**

It is recommended the City purchase the aforementioned products/services under the TCPN Purchasing Cooperative thereby meeting competitive bid requirements under Government Codes 252 and 271. The purchase and installation will be contracted with Synlawn, 2680 Lakeland Road SE, Dalton, GA 30721.

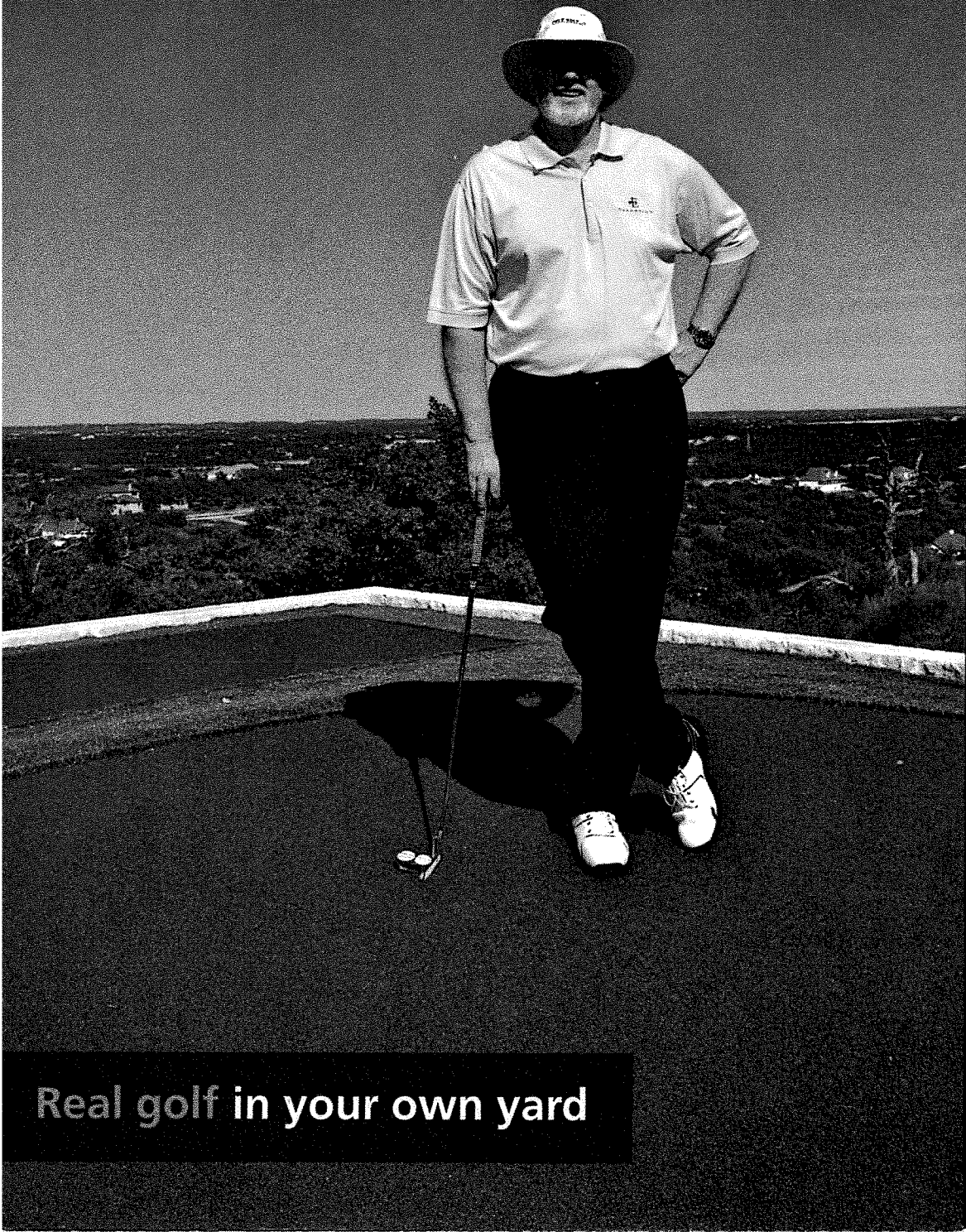




**SYNLAWN®**  
GOLF




GOLF




Real golf in your own yard

## G We make it real



Whether you are serious about your golf game or just looking for a recreational area for your home, a SYNLawn golf green is the solution for you.

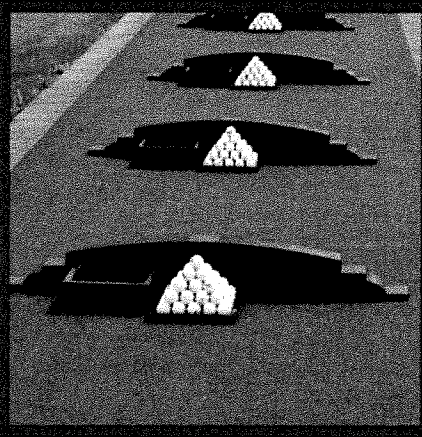
Most people that play golf are passionate about their games and are always looking for ways to improve. Practicing their putts on the carpet in the living room. Stroking the ball into a glass on the floor of their office while they talk on the phone. Mimicking their golf swings on the elevator ride. While many of those exercises may be a substitute for playing on the course, nothing compares to having your own private golf green engineered by Dave Pelz and SYNLawn.



Only a putting green from SYNLawn will give you true golf performance for learning and improving your golf game. How do we know? We enlisted the help of golf guru, physicist, and best-selling author Dave Pelz to create the most realistic artificial putting green ever made. SYNLawn has been working with Dave Pelz for the past two years developing golf products that perform as good as they look. Mr. Pelz researched, measured and studied golf performance characteristics from PGA golf courses and golf resorts around the country. The data he collected has been incorporated in the design and manufacturing of all of our golf products for the most natural golf performance imaginable.

### *For a beautiful landscape*

Golf courses worldwide are known for transforming land into luxurious well manicured gardens. A variety of green grass textures and colors, intricate designs, sculpted forms in the earth — a true thing of beauty. Visualize having all of the beauty of a golf course in your own yard without all the upkeep and maintenance.



### *For learning*

Learning the game of golf can be very challenging for most people. No place is more comfortable and convenient than having a putting green at your own home. SYNLawN is also, perfectly suited for driving range tee-lines, driving mats and chipping mats that allow for complete swings without "grabbing" the club head.

### *For fun & games*

Convert your backyard into a usable space for everyone to enjoy. Have fun teaching your kids, entertaining your friends or brushing up on your short game by yourself. Just imagine all the time you could be spending outside playing on your own putting green. Makes you feel like a kid again.





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ANALYSIS

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# For true golf improvement



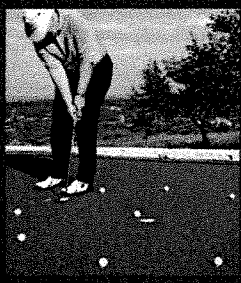
You may be asking, can having a golf green in my own yard really help my golf game? The truth is it all depends on what you buy and what you practice.

Many home putting greens are designed for appearance rather than for performance. Practicing on a putting green that does not behave like a natural green will not benefit your game. However, when you purchase a SYNlawn putting green you are buying tested and proven products engineered to perform naturally and installed with exacting golf course specifications.



What you practice and how often you practice is just as important as performance. When golfers struggle with their games, it is always best to work with a teaching pro. That is exactly what we have done. We turned to Dave Pelz to help all of our customers learn exactly what to practice, how often to practice and what to expect from working on your golf game in your own backyard through his Elements of Practice (EOPs).

*"43% of golf is putting and 65% of golf takes place within 100 yards of the green. This means you can get a lot of work done on your game in your own backyard." - Dave Pelz*



With the EOPs developed by Dave Pelz, golfers seeking better scores will be given tools and years of professional golf instruction to help them accomplish their goals. Each putting green we install is customized with the Elements of Practice™ built in. You choose what areas of the game you want to work on, and based on the available space, your green will be designed and tailored to focus on exactly what you need.

## For more ...

Still have questions? Come see SYNlawn for yourself and learn from our experts. Set up a FREE design consultation at your home or business and go green with SYNlawn. You can also call or visit us online for more information on the SYNlawn Landscape System.

866-SYNlawn (796-5296)

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



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## We make it fun

Golf in your own yard? Why not! As one of the foremost authorities on golf's short game, Dave Pelz created a series of games and drills exclusively for SYNLawn customers called Elements of Practice (EOPs). Each of the EOP games are designed to focus on fundamental aspects of the short game and common challenges players face on the golf course. Players of all skill levels and children just learning to play golf will greatly benefit from the teachings of Dave Pelz through the EOPs.



Even if you're not a serious golfer, EOPs create fun and entertainment for everyone to enjoy. Backyard barbecues with friends and neighbors become more fun as people challenge each other in friendly games. Kids of all ages will enjoy their putting green just as much as their parents creating their own games with their friends. Get outside, enjoy the fresh air and have fun playing on your own SYNLawn putting green.



GOLF

# GreensMaster™ Certified Installation



Quality and performance are of the utmost importance when installing a putting green for our customers. We know our customers are making a significant investment for their homes when purchasing a putting green. To ensure our quality standards are met for every putting green we install, SYNLawn and Dave Pelz have developed the GreensMaster certification program for all SYNLawn locations.

The SYNLawn Greensmaster™ certification program encompasses a rigorous set of standards to which all of our installers are judged. To be certified in the SYNLawn Greensmaster™ program our installation crews must be trained in all techniques and demonstrate their abilities over time. Only after they have proven their techniques and have shown the ability to perfectly install putting greens with smooth seams, natural undulations, proper surrounding fringe and course style bunkers will they be certified a SYNLawn Greensmaster™. To maintain their certification they must pass periodic inspections of their putting green installations and continue training as new products and techniques are developed.

If you want the best quality, best performance, and the best return on your investment, be sure your putting green is installed by a SYNLawn GreensMaster certified professional. Ask your SYNLawn Representative for more details.



## Earth Friendly

A SYNLawn landscape reduces carbon emissions and fuel consumption from lawn equipment.



## Water Friendly

SYNLawn saves literally millions of gallons of water each year from being consumed by lawn irrigation.



## Pet Friendly

SYNLawn keeps fertilizers and pesticides away from pets and out of the ground water supply.



**SYNLAWN®**

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

866-SYNLawn (866-796-5296)

SYNLawn 2680 Lakeland Road SE. Dalton, GA 30721



7FCM-M5-03-0078-B

