

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, MARCH 28, 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: Downtown revitalization update. (City Manager).

REGULAR MEETING RESUMES

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – March 14, 2016

Special Meeting – March 21, 2016

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

1. Public hearing to discuss an ordinance amending the City of Kingsville Code of Ordinances by adopting Chapter XV, Land Use, Article 11, Vacant Buildings and Property; establishing definitions, applicability, and location. (Planning & Development Services Director).

III. Reports from Commission & Staff.²

“At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, 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 -

APPROVED BY:



Jesús A. Garza
City Manager

grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time.”

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda **Notice to the Public**

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 Budget for Fund 033 Co Series 2016 for project and debt issuance costs. (Finance Director).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 Budget for Street Maintenance Projects funded by the street maintenance fee. (Finance Director).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 Budget to include a TXDOT refund in CO Series 2011 to be used for City Hall complex improvements. (Finance Director).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 Utility Fund Budget for expenditures for the Texas Department of Agriculture Community Development Block Grant (TXCDBG #7215270) for water system improvements. (Finance Director).
5. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 General Fund Budget to transfer the Risk Management Department under the Personnel (Human Resources) Department. (City Manager).
6. Motion to approve the reappointments of Dr. Judith Cox and Mrs. Janice Becker to the Library Board for another three (3) year terms each. (Library Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

7. Consider final passage of an ordinance amending the City of Kingsville Code of Ordinances by adopting Chapter XV, Land Use, Article 11, Vacant Buildings and Property; establishing definitions, applicability, and location. (Planning & Development Services Director).

8. Consider final passage of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter XV, Land Use, Article 6, Zoning, amending Section 15-6-21 definitions to add dwelling above business and work/live units and revising the definition of mixed use; adopting sections 15-6-29 work/live units and 15-6-30 dwelling above business; and amending Appendix A-Land Use Categories to add dwelling/ above business and work/live units. (Planning & Development Services Director).

9. Consider awarding RFQ 16-06 for Parks Master Plan as per staff recommendation. (Purchasing & Technology Director).

10. Consider a resolution authorizing the City Manager to enter into an Interlocal Participation Agreement between the City of Kingsville, Texas and The Region VIII Education Service Center for The Interlocal Purchasing System (TIPS) Program for all allowable purchases when in the best interest of the City to do so; repealing all conflicting resolutions and providing for an effective date. (Purchasing & Technology Director).

11. Consider a resolution authorizing the City Manager to enter into an Interlocal Cooperation Agreement between the City of Kingsville and the University of Texas-San Antonio relating to a Sponsored Research Agreement for the downtown area. (City Manager).

12. Consider a resolution honoring the Coastal Bend Council of Governments on its 50th Anniversary. (City Manager).

13. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding between the Texas Joint Counterdrug Task Force and the Kingsville Police Department and Specialized Crimes and Narcotics Task Force. (Task Force Commander).

14. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Tourism Fund budget for improvements to the downtown pavilion. (Finance Director).

15. Consider accepting a donation of cement park benches. (City Engineer/Public Works 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.

MINUTES OF PREVIOUS MEETING(S)

MARCH 14, 2016

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, MARCH 14, 2016 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.

CITY COMMISSION PRESENT:

Sam Fugate, Mayor
Dianne Leubert, Commissioner
Arturo Pecos, Commissioner

CITY COMMISSION ABSENT:

Al Garcia, Commissioner
Noel Pena, 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
Ricardo Torres, Police Chief
Willie Vera, Task Force Commander
Leo Alarcon, Tourism Director
Bill Donnell, Assistant Public Works Director
Carol Rogers, Risk Managers
Charlie Sosa, Street Supervisor
Cynthia Martin, Downtown Manager
Diana Gonzales, Human Resources Director
Jennifer Bernal, Community Appearance Supervisor
Kyle Benson, Help Desk Coordinator

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 three Commission members present. Commissioner's Garcia and Pena 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 – February 22, 2016

Mayor Fugate called for a motion to approve the minutes of February 22, 2016 as presented.

Motion made by Commissioner Pecos to approve the minutes of February 22, 2016 as presented, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Leubert, Pecos, Fugate voting “FOR”.

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

1. NONE.

III. Reports from Commission & Staff.²

“At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development , Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & 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. Jesús Garza, City Manager, presented a certificate of Employee of the Month to Ms. Teresa Orr, Health Department. Ms. Orr has been employed with the City of Kingsville for 8 years and has shown great dedication and hard work within her department.

Mrs. Susan Ivy, Parks Manager, announced Spring Break Events hosted by the Parks Department.

Mrs. Courtney Alvarez, City Attorney, announced that the next City Commission meeting is scheduled for March 28, 2016 with agenda items due Friday, March 18, 2016. Most City offices will be closed on Friday, March 25, 2016 for Good Friday.

IV. Public Comment on Agenda Items.³

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

Mr. Larry Lee, 342 Anthony Lane, commented that he is here tonight to represent and speak on behalf of the Golfing Community. Mr. Lee stated that the Golfing Community was very pleased when the City of Kingsville hired a professional golfer, Mr. Jimmy Saenz as the Golf Course Manager. He further stated that Mr. Saenz has made some tremendous improvements and has trained his employees on how to do a better job at the Golf Course. Mr. Saenz has great plans for the Golf Course but has very limited funds to work with. The vision Mr. Saenz has for the Golf Course is different from that of City Staff. Mr. Lee further stated that the Golfing Association has met with Mr. Garza, City Manager, to hear what the City's vision was for the Golf Course. He further stated that members of the Golf Association have informed the City Manager about the conditions that the bridge is in within the Golf Course which calls for concern, as someone may end up getting hurt. Mr. Lee further commented that they appreciate the money that is being allotted for the Golf Course, but it is not enough. He further stated that he is disappointed that Mr. Saenz is not receiving the support that is needed by City Staff to make this a better Golf Course and regrets that Mr. Saenz has submitted his resignation.

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

1. Motion to approve final passage 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).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 Budget for the retainage portion of the Water Well #25 drilling contract. (Finance Director).

3. Motion to approve final passage 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).

4. Motion to approve the Historical Development Board decision on an application for a building permit for remodeling at 429 E. Kenedy Ave., which was approved by the board. (Downtown Manager).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Consider a resolution appointing Election Judges and the Early Voting Ballot Board Judge for the City of Kingsville General Election on May 7, 2016. (City Secretary).

(CONSIDERE UNA RESOLUCIÓN QUE NOMBRA JUECES ELECTORALES Y EL JUEZ DE LA JUNTA DE VOTACIÓN ANTICIPADA PARA LAS ELECCIONES GENERALES DE LA CIUDAD DE KINGSVILLE, QUE SE LLEVARÁN A CABO EL 7 DE MAYO DE 2016.) (SECRETARIA MUNICIPAL).

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

6. Consider a resolution authorizing the Mayor to enter into a revised agreement with the Texas Department of Transportation to contribute right-of-way funds (fixed price) for improvements to US 77 for right-of-way acquisition and the relocation and adjustment of utilities from General Cavazos Blvd. to the Southern city limits along US 77. (City Attorney).

Mrs. Alvarez stated that on November 9, 2015, the City Commission approved a resolution and agreement with TXDOT to contribute Right-of-Way Funds for improvements to US 77 for ROW acquisition and the relocation and adjustment of utilities from General Cavazos Blvd. to the southern city limits along US 77. That agreement proposed the City contribute 5% of the project costs, which was equal to \$176,348.32 that was to be paid over six annual installment payments. The City Commission approved an ordinance for a budget amendment for the first payment under that agreement of \$29,392. TXDOT recently notified the City that the new proposed contribution amount from the City is being lowered to 2.3% which equals \$80,075.90. This amount will also be paid out over six annual installment payments. TXDOT is waiting for the City to approve the new scheduled payment amounts prior to sending the revised agreement for our execution. The total project cost for the City will go from \$176,348.32 to \$80,075.90 resulting in a savings of \$96,272.42 for the City. Alvarez further stated that the County has approved their portion.

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

7. Consider a resolution authorizing the City Manager to enter into an Interlocal Cooperation Agreement between the City of Kingsville and Texas A&M University-Kingsville relating to Street Services. (City Engineer/Public Works Director).

Mr. Charlie Cardenas, City Engineer/Public Works Director, stated that the Engineering Department received several request in November and December, 2015 from Texas A&M University-Kingsville (TAMUK) to provide street sweeping services and pothole repairs on the University Campus if the University would pay for the services. The property at TAMUK is not within the City's capacity to maintain. However, a cost estimate was given to the University for review considering the University a zone so that disruption to the city's daily needs are not affected. It was determined that the City may enter into an agreement to provide these services through the City Commission approval. The financial impact to the City of Kingsville is \$8,034.66 per cycle for a total of \$96,415.92 per year in revenue.

Commissioner Leubert asked what if the University is to ask for other street repairs, would they be considered on a case by case basis and not be included within this agreement.

Mr. Cardenas responded that they would be reviewed on a case by case basis.

Mayor Fugate commented that the City and the University are great partners and we need to assist in these types of request.

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

8. Consider out-of-state travel for City Commission and staff to attend the ICSC RECon 2016 Exhibition and Conference in Las Vegas, Nevada on May 22-25, 2016. (City Manager).

Mr. Garza commented that this item authorizes out of state travel for staff and Mayor/Commission to attend the 2016 ICSC Conference in Las Vegas, Nevada from May 22-25, 2016. ICSC RECon is the global convention of the shopping center industry and provides networking, deal making and educational opportunities. Attendees of the conference include representatives from hundreds of retail stores, restaurants, and developers. In coordination with The Retail Coach who is conducting data analysis for the EDC, the City along with the EDC will meet restaurants and retail stores in an attempt to bring that specific restaurant and retail store to Kingsville. Garza further commented that elected officials from Kleberg County will also be attending this conference.

Commissioner Leubert commented that this is not a vacation trip for staff or anyone else that will be attending this conference. This is an important conference for staff to be able to network with representatives of restaurants and retail stores in order to show them what Kingsville has to offer.

Motion made by Commissioner Leubert to approve the out of state travel, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Leubert, Pecos, Fugate voting "FOR".

9. Consider out-of-state travel for Task Force Commander and Agent Tamez to attend the 2016 National Interdiction Conference (NIC) in Reno, Nevada on March 15-17, 2016. (Task Force Commander).

Willie Vera, Task Force Commander, commented that this item requests out of state travel for himself and Agent Mike Tamez to attend the 2016 National Interdiction Conference in Reno, Nevada from March 15th – 17th, 2016. Agent Tamez will be the recipient of the 2015 Interdiction Officer of the Year award during the annual awards banquet. This National Award is for Agent Tamez's Criminal Interdiction efforts especially during 2015.

Motion made by Commissioner Pecos to approve this out of state travel, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Leubert, Pecos, Fugate voting "FOR".

10. Consider accepting donation/fundraiser money from Keep Kingsville Beautiful "Fill the Flower Pot" fund drive. (Planning & Development Services Director).

Mrs. Balli stated that the Keep Kingsville Beautiful had a Donation/Fundraiser where they collected proceeds totaling \$1,466.17 from the "Fill the Flower Pot" fundraiser. Money will be deposited into the Pooled Cash account and booked as a liability to Keep Kingsville Beautiful. The funds will be issued upon request with appropriate support documentation.

Motion made by Commissioner Pecos to accept this donation, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Pecos, Leubert, Fugate voting "FOR".

11. Consider the Historical Development Board decision on an application for a building permit for a sidewalk renovation at 200 E. Yoakum, which was approved by the board. (Downtown Manager).

Mayor Fugate asked that items 11 & 12 be removed from the agenda as the Commission does not have a proper quorum to vote on these items. These items will be up for consideration at a Special Meeting on March 21st.

12. Consider the Historical Development Board decision on an application for a sign permit at 200 E. Yoakum, which was approved by the board. (Downtown Manager).

13. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by adopting Chapter XV, Land Use, Article 11, Vacant Buildings and Property; establishing definitions, applicability, and location. (Planning & Development Services Director).

Mr. Tom Ginter, Planning & Development Services Director, stated that the Main Street Advisory Board has asked the Planning & Development staff to develop an ordinance so the City can enforce the appearance of vacant buildings downtown. Staff has met with the Main Street Advisory Board on this issue and they were in favor of this ordinance being presented to Commission tonight. This ordinance will do the following; prohibit the boarding of windows, only if repairs have to be made and only for 30 days; if this ordinance is passed with the current language those buildings that have boarded up windows now would be in violation and have to take the boards off the windows; the exterior of the properties shall be maintained in good condition. This ordinance could provide an impetus for property owners to invest in their building or choose another option. This ordinance will be effective immediately and no grandfathering will be accepted.

Mayor Fugate asked if staff has communicated this with those that are within the downtown/Historical District.

Mr. Ginter commented that this is an introduction item and if approved by the City Commission at its next meeting, staff will notify those individuals and allow them time to make necessary repairs.

Mr. Garza commented stated that from this time and until the next Commission meeting, staff will send letters to all property owners within this district, letting them know about this item being considered at the next meeting. Garza further recommended to the City Commission about having a Public Hearing on this item to allow those within the district to attend and voice their opinion. Garza also stated that the implementation aspect of this, once these goes into effect, sending letters to those that maybe in violation and allowing them 90 days to make any changes that need to be made to fall with in acceptance of the vacant building ordinance. The intent of the ordinance is about the community appearance of the downtown area.

Commissioner Leubert commented that this is something that needed to be done for a long time now.

Mayor Fugate stated that the Courthouse is within the location that the ordinance will take effect.

Mr. Garza commented that some of these projects will not be able to be completed within 90 days. The intent is for there to be an established plan and to address these issues. Staff is exploring different avenues to try and assist those that can't afford the replacement of all the windows.

Commissioner Leubert commented that this ordinance is making the property owner responsible for their properties.

Introduction item.

14. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter XV, Land Use, Article 6, Zoning, amending Section 15-6-21 definitions to add dwelling above business and work/live units and revising the definition of mixed use; adopting sections 15-6-29 work/live units and 15-6-30 dwelling above business; and amending Appendix A-Land Use Categories to add dwelling/ above business and work/live units. (Planning & Development Services Director).

Mr. Ginter stated that this is also a part of the downtown revitalization which is becoming common within downtowns. This would allow business owners to reside in the back of their business. It is also common to build lofts above businesses in the downtown area. This ordinance was taken to the Main Street Advisory Board, and they recommend approval. This item was presented to the Planning & Zoning Commission and was approved unanimously in favor of the ordinance.

Mr. Garza commented that he plans on having a workshop at the next City Commission meeting to discuss downtown revitalization efforts.

Introduction item.

15. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Budget for Fund 033 Co Series 2016 for project and debt issuance costs. (Finance Director).

Introduction item.

16. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Budget for Street Maintenance Projects funded by the street maintenance fee. (Finance Director).

Introduction item.

17. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Budget to include a TXDOT refund in CO Series 2011 to be used for City Hall complex improvements. (Finance Director).

Mrs. Balli stated that the City has received a refund in the amount of \$49,791.92, from the Caesar Drainage Project which was part of the Certificate of Obligations Series 2011. These funds are needed to assist in the completion of the City Hall Complex Project.

Introduction item.

18. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Utility Fund Budget for expenditures for the Texas Department of Agriculture

Community Development Block Grant (TXCDBG #7215270) for water system improvements. (Finance Director).

Mrs. Balli stated that this was an error made by staff when preparing the budget for Fund 051. When the City receives a grant, the entire amount that is received for revenues has to be budgeted and have to budget the entire amount for the expenditure project, making the difference the city's match. Staff booked the total revenue, but only booked the city's match and the expenditures making the budget short by \$240,000.00.

Commissioner Leubert asked if this item is just a housekeeping item. Mrs. Balli responded yes. Balli further stated that when staff calculated the fund balance reserves, the city is still at 35.61% in the fund balance.

Introduction item.

19. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 General Fund Budget to transfer the Risk Management Department under the Personnel (Human Resources) Department. (City Manager).

Mr. Garza stated that with the recent transition that has occurred in the Risk Management position, was a good time to access the placement of the position within our organizational structure. The consolidation of the individual budgets into one department budget under Human Resources allows for more effective and efficient financial administration of the department. This is a fairly common place to have Risk Management within an organization due to the correlation between injuries and claims insurance, etc. No additional funds required to incorporate the current Risk Management budget into the Human Resources Department budget.

Mayor Fugate asked about the responsibilities of Emergency Management.

Mr. Garza responded that the Emergency Management duties will be assigned to the Fire Chief. These duties have been included in the job description of the Fire Chief.

Mayor Fugate further asked what the long term solution is for these responsibilities.

Mr. Garza commented that the long term solution is that the permanent Fire Chief takes on the Emergency Management Operation. When the Fire Chief position was posted, these duties were included in the responsibilities.

Commissioner Leubert commented that the Risk Manager will now have fewer duties with the Emergency Management duties being assigned to the Fire Chief.

Mr. Garza responded that Risk Manager will have different duties. There are some areas within the Human Resources Department that there will be some minor addition to some duties related to insurance claims. There are also some components of staff development and training that he would like the Human Resources Department be more involved with leadership management training and professional development for the employees.

Introduction item.

20. Consider request for waiver of ZBA fee for 412 W. Henrietta. (Planning & Development Services Director).

Mr. Ginter stated that staff has incorrectly issued a permit to the resident at 412 W. Henrietta for a driveway. Staff has corrected this mistake but the mistake is now causing the resident to apply for a variance. This request should have gone for approval to the Historical Board prior to the issuance of the permit.

Mr. Garza commented that the mistake was not that, the mistake was that even if the driveway wasn't within the Historical District, the driveway location within the property doesn't fit the guidance of the five foot setback from the property line. The mistake was that the permit was issued without that due diligence to insure the placement of the driveway within the property. Because it is in a Historical District it would go towards that and this is why the resident is now pursuing the option of going through a variance, because of the driveway location not being within the five feet setback. Since the permit was issued without that, the resident has already incurred some resources and putting the driveway where they want to put it, so staff feels that it would be the right thing to waive the fee due to staff's mistake.

Commissioner Leubert commented that this is basically a, I'm sorry that we made a mistake therefore we apologize.

Mr. Garza responded yes, because obviously the outcome now is that it's going to have to go through the process which the outcome is unknown. If the Historical Board, for some reason or the other, does not approve the variance, the property owner has already had some resources spent in tearing up the concrete and framing the driveway, that shouldn't have happened at all, if the process would have been done correctly.

Mayor Fugate commented that the problem he has with the item is that the property owner would still have to pay for the variance. Fugate further stated that if staff makes that type of mistake, why the tax payers have to pay for their mistake. He further commented that he does not understand why staff doesn't make the property owner pay the variance fee, because they would have had to pay from the beginning. Fugate asked staff if the property owner has been told that the variance fee would be waived.

Mr. Garza responded that he believes the property owner knew it was up for consideration, but he doesn't believe they were told it would be waived.

Motion made by Commission Pecos to waive the fee, seconded by Commission Leubert.

Commissioner Leubert commented that she can understand why that in this particular case, staff is making this recommendation, but staff really needs to pay closer attention to what staff is doing.

Mayor Fugate commented that this is basic, five foot setback and to miss that is a mistake on staff's part.

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

21. Executive Session: Pursuant to Section 551.072, Texas Government Code, Deliberations regarding Real Property Exception, the City Commission shall convene in Executive Session to discuss the purchase, exchange, lease, or value of real property as deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party. (City Manager).

Mayor Fugate announced and convened the meeting into Executive Session at 6:50 p.m.

Mayor Fugate reconvened the meeting into open session at 6:58 p.m.

22. Consider resolution authorizing the City Manager to execute a property contract for the acquisition of real property for a new Tourism/Visitors Center site. (Purchasing & Technology Director).

Motion made by Commissioner Leubert to authorize the City Manager to execute a property contract for the acquisition of real property for a new Tourism/Visitors Center site, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pecos, Leubert, Fugate voting "FOR".

23. Executive Session: Pursuant to Section 551.071, Texas Government Code, Consultation with Attorney Exception, the City Commission shall convene in executive session to seek legal advice from the City Attorney regarding a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. (City Attorney).

Mayor Fugate announced and convened the meeting into Executive Session at 7:00 p.m.

Mayor Fugate reconvened the meeting into open session at 7:35 p.m.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 7:35 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

MARCH 21, 2016

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, MARCH 21, 2016 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 8:00 A.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Jesús Garza, City Manager
Courtney Alvarez, City Attorney
Tom Ginter, Director of Planning & Development Services
Charlie Cardenas, Public Works Director/Engineer
Leo Alarcon, Tourism Director
Adela Barrientes, Administrative Assistant II
Daniel Ramirez, Building Official
Cynthia Martin, Downtown Manager

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate called the meeting to order in the Robert H. Alcorn Commission Chamber at 8:00 A.M. and announced quorum with five Commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

Mayor Fugate waived these proceedings.

MINUTES OF PREVIOUS MEETING(S)

NONE

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

1. NONE.

III. Reports from Commission & Staff.²

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

No reports made.

IV. Public Comment on Agenda Items.³

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

No public comments made.

V.

Consent Agenda

Notice to the Public

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

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

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

NONE

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Consider the Historical Development Board decision on an application for a building permit for a sidewalk renovation at 200 E. Yoakum, which was approved by the board. (Downtown Manager).

Mayor Fugate commented that he would be abstaining himself from these two items, but he did have some discussion that he would like to talk about.

Mrs. Courtney Alvarez, City Attorney responded that Mayor Fugate could not, once he has abstained, Mayor Fugate cannot participate in the discussion of these items.

Mayor Fugate further stated that he hadn't abstained just yet.

Mrs. Alvarez further commented that because there is a conflict of interest, Mayor Fugate would be required to abstain.

Mayor Fugate at this time turned over the meeting to Mayor Pro-tem Leubert.

Commissioner Leubert continued with the meeting as Mayor Pro-tem.

Mayor Pro-tem Leubert asked that if this item has already gone to Historical Board, which was approved, why this item is brought before the City Commission for approval.

Mrs. Alvarez commented that the totality of the section, Article 15, with regards to the Historic Board, there several contradiction in this section. Many of them state that the City Commission must make a recommendation on the permits and in other sections it

indicates that they don't, but then goes back in another section that indicates that they do. This is an area that needs some clarification or modification, but since it's been done this way for over a year now, there seems no point in diverging it with these two items. Some other sections state that all permits for the raising, construction, renovation need a recommendation from the Board prior to coming to the Commission.

Motion made by Commissioner Garcia to approve this item, seconded by Commissioner Pecos.

Commissioner Garcia asked what the Historical Board has approved.

Mrs. Cynthia Martin, Downtown Manager reported that the Historical Board has approved the project as proposed for the sidewalk renovation.

Commissioner Pena asked when the Historical Board met on these items.

Mrs. Martin stated that the Board met first on February 17th for the signage and on March 9th for the sidewalk.

Mayor Protem Leubert asked if they the renovations of the sidewalk were to make it ADA Compliance.

Mrs. Martin responded yes.

Commissioner Pena asked that if this has been in place for a year, was this some of the work that was done by Mr. Mike Kellam in clarifying some of the City ordinances.

Mrs. Alvarez commented that she doesn't recall Mr. Kellam working on the Historical section of the ordinances. He was mainly dealing with other section in Article 15.

Commissioner Pena stated that since this building has had several businesses in the past, was it always in violation of not being ADA Compliant.

Mrs. Alvarez commented that she would leave that up to the building official.

Mr. Jesus Garza commented that typically when there some renovations done to a building, at that point certain codes go into effect, in order to bring it up to code.

Mayor Pro-tem Leubert commented that this is the fourth restaurant that has been in this building.

Motion was passed and approved by the following vote: Garcia, Leubert, Pecos, Pena voting "FOR". Fugate "ABSTAINED".

2. Consider the Historical Development Board decision on an application for a sign permit at 200 E. Yoakum, which was approved by the board. (Downtown Manager).

Commissioner Pena asked what the vote was from the Historical Board. Mrs. Martin stated that the Historical Board approved unanimously.

Commissioner Garcia asked that if the sign was in compliance, why it is being brought before the City Commission.

Mrs. Martin commented that because it states it in the ordinance, that any time a permit comes forward in the Historic District for any new changes, it must come before the Board.

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

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 8:12 A.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

PUBLIC HEARING(S)

City of Kingsville
Planning and Development Services

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Tom Ginter, Director
DATE: March 7, 2016
SUBJECT: Vacant Business Building ordinance

Summary: The Main Street Advisory Board has asked the Planning and Development staff to develop an ordinance so the City can enforce the appearance of vacant buildings downtown.

Background: For some time as you know we have a number of vacant buildings downtown which have boarded up windows. A number of the businesses that are next to those particular buildings feel that the boarded windows on those building impact the downtown appearance in a negative way which could also influence sales. Consequently there are a number of communities who are in the process of revitalizing their downtowns or to keep them that way, by implement a vacant building ordinance. We have had meetings with the Main Street Advisory Board on this issue and they were in favor of the one that you are being presented. We reviewed a number of ordinances that vary in regulation action and determined that we didn't want to go too far in implementing something like this the first time around. That is also the reason why we chose the Main Street District as the area that would come under this ordinance. Right now I believe that we have the staff to keep with the number of vacant buildings that we have in the Main Street District but if it is expanded in the future staffing would have to be looked at. We believe that his ordinance will do the following:

1. Prohibit the boarding of windows, only if repairs have to be made and only for 30 days.
2. If this ordinance is passed with the current language those buildings that have boarded up windows now would be in violation and have to take the boards off the windows.
3. The exterior of the properties shall be maintained in good condition



City of Kingsville
Planning and Development Services

Staff also believes that this ordinance could provide an impetus for property owners to invest in their building or choose another option. Vacant buildings in our downtown do impact others who are operating businesses so we do believe there is a desire to improve upon that. In addition to the ordinance we have attached a list of vacant buildings in the downtown per our definition in the recommended ordinance. As you can see we have them in categories to get a better feel for the issue. Our first priority is to have the buildings which have boarded up windows, take those off. These particular buildings have an asterisk next to them.

Financial Impact: There will be staff time on this but no other impact financially.

Recommendation: Approve the ordinance as submitted



Vacant Building list Main Street

Actively for sale or rent:

224 E Kleberg for sale, 3,500 sq ft

418 E Kleberg* for sale, 33,063 sq ft, former car dealership

327 E Kleberg, for sale, 11,574 sq ft., Texas Theater

323 E Kleberg, for sale, 7,000 sq. ft.

225 E Kleberg, Unit #2 for rent, 2,725 sq ft

312 N. 6th Street for sale, 3,628 sq ft,

Used for storage:

604 E Kleberg, 21,864 sq. ft., former Ntl. Guard Bldg.

313 E Kleberg, 2,435 sq ft.

312 E Kleberg, 1,335 sq ft

226 E Kleberg*, 2,750 sq ft.

230 E Yoakum, 13,560 sq ft., old Neessen Chevrolet (361) 592-9361

Other issues:

322 E Kleberg*, 7,000 sq ft, old Buddy Walker Furniture store

307 E Kleberg, 1,650 sq ft, former Dominos

302 E Kleberg, 15,150 sq ft., art gallery not in use

*boarded up windows and/or doors

DESIGNATED MAIN STREET AREA MAP

Drawn by: A. JURCA
9/29/2015
Notes:
Job:
Scale: 1"=10'

CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
200 East Kieber
Kingsville, Texas 78303
Fax: 361.595.8035



ORDINANCE NO.2016-

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY ADOPTING CHAPTER XV, LAND USE, ARTICLE 11, VACANT BUILDINGS AND PROPERTY; ESTABLISHING DEFINITIONS, APPLICABILITY, AND LOCATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City of Kingsville is updating its Code of Ordinances and found that no sections adequately addressed vacant structures, so Sections 15-11-1 through 15-11-3, dealing with the definitions, applicability, and location of vacant structures are recommended to improve the quality of life in the city;

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 Sections 15-11-1 through 15-11-3 of Article 11: Vacant Buildings and Property of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be adopted to read as follows:

...

SEC. 15-11-1. DEFINITIONS.

- (A) Vacant structure means no person(s) actually, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the structure as the legal or equitable owner(s) or tenant-occupants(s), or owner-occupants, or tenant(s) on a permanent, non-transient basis therein.
- (B) Lawful activity is that the current use of the structure is also that which the structure was built for or intended to be used for.

SEC. 15-11-2. APPLICABILITY AND ADMINISTRATION.

- (A) This article shall apply to all vacant structures, as defined herein, which are now in existence or which may hereafter be constructed or converted from other uses.
- (B) The Director of Planning and Development Services, is authorized to administer and enforce the provisions of this article.

(C) The Director of Planning and Development Services shall have the authority to render interpretations of this title and to adopt policies and procedures in order to clarify the application of its provisions. The Director, at his sole discretion, may also enter into an agreement with a registered property owner to obtain compliance with this article by a date certain.

SEC. 15-11-3. VACANT STRUCTURES IN THE MAIN STREET DISTRICT.

(A) Any building, structure or property in the Main Street District which has been vacant for over 30 days shall comply with the following requirements:

- (1) All exterior doors and windows shall be kept in sound working condition and free of broken glass. The boarding-up of windows or doors is prohibited, except as necessary to affect repairs to glass or to prevent unauthorized entry while repairs are being made. Under no circumstances may such windows or doors remain boarded-up for longer than 30 days.
- (2) All exterior doors and windows shall be equipped with workable locking devices, and shall be kept securely locked at all times while the building is vacant, except when active repairs are being made.
- (3) Weather protection of all exterior surfaces shall be maintained in good condition, including paint on exterior wood surfaces.
- (4) Both interior and exterior areas of the property shall be kept free of accumulations of junk, trash, debris, combustible or other material such as wood constitute an unsafe, unsanitary or unsightly condition or appearance.
- (5) All vegetation and landscaping shall be maintained in good and healthy condition, and in accordance with all other requirements of city ordinances
- (6) All parking and driving surfaces shall be maintained in good condition, free of cracks, holes and vegetation, and in accordance with all other applicable city ordinance requirements
- (7) In all applicable respects, the condition, maintenance and appearance of vacant property shall be subject to the requirements of all city ordinances, standards and abatement procedures currently in effect.

SEC. 15-11-999. PENALTY.

(A) Any person, firm, corporation or agent who shall violate any provision of this article, or who shall fail to comply therewith shall, upon conviction, be subject to a fine of not more than \$200.00 for each offense.

(B) A separate offense shall be deemed committed for each and every day or portion thereof during which any violation is committed or continued.

Secs. 15-11-4—15-11-29. Reserved.

...

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 14th day of March, 2016.

PASSED AND APPROVED on this the 28th day of March, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

EFFECTIVE DATE: _____, 2016

CHAPTER XV LAND USAGE

ARTICLE 11 VACANT BUILDINGS AND PROPERTY

Sec. 15-11-1. - Definitions

(A) Vacant structure means no person(s) actually, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the structure as the legal or equitable owner(s) or tenant-occupant(s), or owner-occupants, or tenant(s) on a permanent, non-transient basis therein.

(B) Lawful activity is that the current use of the structure is also that which the structure was built for or intended to be used for.

Sec. 15-11-2. - Applicability and administration.

(A) This article shall apply to all vacant structures, as defined herein, which are now in existence or which may hereafter be constructed or converted from other uses.

(B) The Director of Planning and Development Services is authorized to administer and enforce the provisions of this article.

(C) The Director of Planning and Development Services shall have the authority to render interpretations of this title and to adopt policies and procedures in order to clarify the application of its provisions. The Director, at his sole discretion, may also enter into an agreement with a registered property owner to obtain compliance with this article by a date certain.

Sec. 15-11-3. - Vacant Structures in the Main Street District

(A) Any building, structure or property in the Main Street District which has been vacant for over 30 days shall comply with the following requirements:

- (1) All exterior doors and windows shall be kept in sound working condition and free of broken glass. The boarding-up of windows or doors is prohibited, except as necessary to affect repairs to glass or to prevent unauthorized entry while repairs are being made. Under no circumstances may such windows or doors remain boarded-up for longer than 30 days.
- (2) All exterior doors and windows shall be equipped with workable locking devices, and shall be kept securely locked at all times while the building is vacant, except when active repairs are being made.
- (3) Weather protection of all exterior surfaces shall be maintained in good condition, including paint on exterior wood surfaces.
- (4) Both interior and exterior areas of the property shall be kept free of accumulations of junk, trash, debris, combustible or other materials such as would constitute an unsafe, unsanitary or unsightly condition or appearance.
- (5) All vegetation and landscaping shall be maintained in good and healthy condition, and in accordance with all other requirements of city ordinances.

(6) All parking and driving surfaces shall be maintained in good condition, free of cracks, holes and vegetation, and in accordance with all other applicable city ordinance requirements.

(7) In all applicable respects, the condition, maintenance and appearance of vacant property shall be subject to the requirements of all city ordinances, standards and abatement procedures currently in effect.

Sec. 15-11-999. - Penalty.

(A) Any person, firm, corporation or agent who shall violate any provision of this article, or who shall fail to comply therewith shall, upon conviction, be subject to a fine of not more than \$200.00 for each offense.

(B) A separate offense shall be deemed committed for each and every day or portion thereof during which any violation is committed or continued.

CONSENT AGENDA

AGENDA ITEM #1

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Deborah R Balli, Finance Director
DATE: March 4, 2016
SUBJECT: CO 2016 Debt Issuance

Summary:

The City issued Certificates of Obligations on February 22, 2016 with a delivery date of March 2016.

Background:

The City issued CO Series 2016 for the purpose of providing for 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, including (1) park improvements including street, utilities, parking, pier enhancements, skate area, splash pad, pool renovation, administration and sidewalks, lighting 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 the 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 with CO 2016.

Financial Impact:

Bond Proceeds will be \$6,740,000 and the Bond Issue Premium will be \$281,840 for a total of \$7,021,840.

Recommendation:

Staff is recommending the FY 15-16 budget be amended to appropriate the \$7,021,840 for CO 2016.



ORDINANCE NO. 2016-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET FOR FUND 033 CO SERIES 2016 GENERAL FOR PROJECT AND DEBT ISSUANCE COSTS.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2015-2016 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES**

| Dept No. | Dept Name | Account Name | Account Number | Budget Increase | Budget Decrease |
|--|------------------|--------------------------------------|-----------------------|------------------------|------------------------|
| Fund 011-GO Debt Service | | | | | |
| Revenues | | | | | |
| 4-0000 | Non-Dept. | Bond Issue Premium | 99600 | \$13,596 | |
| Fund 033-CO Series 2016-General | | | | | |
| Revenues | | | | | |
| 4-0000 | Non-Dept. | Bond Proceeds | 99500 | \$ 6,740,000 | |
| 4-0000 | Non-Dept. | Bond Issue Premium | 99600 | \$ 268,245 | |
| | | | | <u>\$ 7,008,245</u> | |
| Expenses | | | | | |
| 5-5100 | Debt Service | PrfSrv-Bond Issue Costs | 31404 | \$ 89,000 | |
| 5-5100 | Debt Service | Underwriter's Discount | 31489 | \$ 69,552 | |
| 5-1030 | City Special | Downtown Revitalization Improvements | 71216 | \$ 1,000,000 | |
| 5-1030 | City Special | City Hall Complex Improvements | 71217 | \$ 800,000 | |
| 5-1702 | Sanitation | Vehicle | 71100 | \$ 180,000 | |
| 5-1703 | Landfill | Machinery/Equipment | 71200 | \$ 160,000 | |
| 5-2103 | PD-Comm. | Machinery/Equipment | 71200 | \$ 500,000 | |
| 5-2200 | Fire | Vehicle | 71100 | \$ 200,000 | |
| 5-2200 | Fire | Machinery/Equipment | 71200 | \$ 125,000 | |
| 5-2200 | Fire | Building | 71300 | \$ 175,000 | |
| 5-3000 | Public Works | Building | 71300 | \$ 75,000 | |
| 5-3050 | Streets | Machinery/Equipment | 71200 | \$ 160,000 | |
| 5-3050 | Streets | Street & Bridge | 52100 | \$ 942,193 | |
| 5-4502 | Golf Course | Golf Course Capital Projects | 71215 | \$ 230,000 | |
| 5-4502 | Golf Course | Building | 71300 | \$ 20,000 | |
| 5-4503 | Parks | Parks Capital Projects | 71201 | \$ 2,100,000 | |

| | | | | |
|--------|---------|----------|-------|---------------------|
| 5-4503 | Parks | Building | 71300 | \$ 150,000 |
| 5-4400 | Health | Building | 71300 | \$ 25,000 |
| 5-4600 | Library | Building | 71300 | \$ 7,500 |
| | | | | <u>\$ 7,008,245</u> |

[This budget amendment will provide for the CO 2016 Debt Issuance in March 2016. The CO 2016 issue was approved on February 22, 2016 and consisted of new debt in the amount of \$6,740,000 for the purpose of providing for the payment 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.]

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 14th day of March, 2016.

PASSED AND APPROVED on this the 28th day of March, 2016.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE is hereby given that it is the intention of the City Commission (the "City Commission") of the City of Kingsville, Texas (the "City") to adopt an Ordinance providing for the issuance of interest-bearing obligations of the City presently contemplated to be designated and known as the "CITY OF KINGSVILLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2016" (the "Certificates of Obligation") 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, including (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 City Commission tentatively proposes to authorize the issuance of the Certificates of Obligation at its regular meeting place at 200 East Kleberg Avenue, Kingsville, Texas, at a meeting of the City Commission to be commenced at 6:00 p.m. on the 22nd day of February, 2016, in an amount expected not to exceed \$6,850,000. The City Commission proposes to provide for payment of the Certificates of Obligation from a pledge of an annual ad valorem tax as well as a pledge of \$1,000 of certain surplus revenues of the City's Waterworks and Sewer System.

/s/ Sam Fugate
Mayor, City of Kingsville, Texas

**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 |
| | Total: | \$2,250,000 |
| Downtown Revitalization | Infrastructure & Buildings | \$1,000,000 |
| | Total: | \$1,000,000 |
| City Hall Complex | Landscaping (City Hall & Cottage Building) | \$200,000 |
| City Hall Complex | Cottage Building Remodel | \$600,000 |
| | Total: | \$800,000 |
| 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 |
| | Total: | \$1,000,000 |
| Police Department | Half of Radio Backbone | \$250,000 |
| Police Department | Radios (Police & TF) | \$250,000 |
| | Total: | \$500,000 |
| Fire Department | Radios (FD & Volunteer Software Upgrades) | \$125,000 |
| Fire Department | Station 1 Improvements | \$175,000 |
| Fire Department | Ambulance and EMS Equipment | \$200,000 |
| | Total: | \$500,000 |
| 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 |
| | Total: | \$250,000 |
| Health Department/Animal Shelter | Roof & Porch Improvements | \$25,000 |
| | Total: | \$25,000 |
| Library Dept | The Maker's Zone | \$2,500 |
| Library Dept | Staff Breakroom | \$5,000 |
| | Total: | \$7,500 |
| | Grand Total: | \$6,332,500 |

BOND SUMMARY STATISTICS

**City of Kingsville, Texas
\$6,740,000 Certificates of Obligation, Series 2016
Final Numbers**

| | |
|---------------------------------|---------------|
| Dated Date | 02/15/2016 |
| Delivery Date | 03/17/2016 |
| First Coupon | 02/01/2017 |
| Last Maturity | 08/01/2036 |
| Arbitrage Yield | 1.688677% |
| True Interest Cost (TIC) | 2.086383% |
| Net Interest Cost (NIC) | 2.158567% |
| All-In TIC | 2.259698% |
| Average Coupon | 2.511970% |
| Average Life (years) | 8.253 |
| Duration of Issue (years) | 7.480 |
| Par Amount | 6,740,000.00 |
| Bond Proceeds | 7,021,840.11 |
| Total Interest | 1,412,301.94 |
| Net Interest | 1,213,608.87 |
| Bond Years from Dated Date | 56,222,888.89 |
| Bond Years from Delivery Date | 55,623,777.78 |
| Total Debt Service | 8,152,301.94 |
| Maximum Annual Debt Service | 967,350.00 |
| Average Annual Debt Service | 399,500.18 |
| Underwriter's Fees (per \$1000) | |
| Average Takedown | |
| Other Fee | 10.319211 |
| Total Underwriter's Discount | 10.319211 |
| Bid Price | 102.947968 |

| Bond Component | Par Value | Price | Average Coupon | Average Life |
|----------------|--------------|---------|----------------|--------------|
| Bond Component | 5,585,000.00 | 103.829 | 2.124% | 6.522 |
| Term Bond 2030 | 310,000.00 | 105.301 | 3.000% | 13.872 |
| Term Bond 2032 | 325,000.00 | 103.371 | 3.000% | 15.880 |
| Term Bond 2036 | 520,000.00 | 105.189 | 3.500% | 18.728 |
| | 6,740,000.00 | | | 8.253 |

| | TIC | All-In TIC | Arbitrage Yield |
|----------------------------|--------------|--------------|-----------------|
| Par Value | 6,740,000.00 | 6,740,000.00 | 6,740,000.00 |
| + Accrued Interest | | 13,595.56 | 13,595.56 |
| + Premium (Discount) | 268,244.55 | 268,244.55 | 268,244.55 |
| - Underwriter's Discount | -69,551.48 | -69,551.48 | |
| - Cost of Issuance Expense | | -89,000.00 | |
| - Other Amounts | | | |
| Target Value | 6,938,693.07 | 6,863,288.63 | 7,021,840.11 |
| Target Date | 02/15/2016 | 03/17/2016 | 03/17/2016 |
| Yield | 2.086383% | 2.259698% | 1.688677% |

BOND DEBT SERVICE

City of Kingsville, Texas
\$6,740,000 Certificates of Obligation, Series 2016
Final Numbers

| Period Ending | Principal | Coupon | Interest | Debt Service |
|---------------|------------------|--------|---------------------|---------------------|
| 09/30/2017 | | | 223,476.94 | 223,476.94 |
| 09/30/2018 | 250,000 | 2.000% | 152,950.00 | 402,950.00 |
| 09/30/2019 | 615,000 | 2.000% | 147,950.00 | 762,950.00 |
| 09/30/2020 | 820,000 | 2.000% | 135,650.00 | 955,650.00 |
| 09/30/2021 | 845,000 | 2.000% | 119,250.00 | 964,250.00 |
| 09/30/2022 | 865,000 | 2.000% | 102,350.00 | 967,350.00 |
| 09/30/2023 | 880,000 | 2.000% | 85,050.00 | 965,050.00 |
| 09/30/2024 | 255,000 | 2.000% | 67,450.00 | 322,450.00 |
| 09/30/2025 | 255,000 | 2.000% | 62,350.00 | 317,350.00 |
| 09/30/2026 | 260,000 | 2.500% | 57,250.00 | 317,250.00 |
| 09/30/2027 | 270,000 | 2.500% | 50,750.00 | 320,750.00 |
| 09/30/2028 | 270,000 | 2.500% | 44,000.00 | 314,000.00 |
| 09/30/2029 | 155,000 | 3.000% | 37,250.00 | 192,250.00 |
| 09/30/2030 | 155,000 | 3.000% | 32,600.00 | 187,600.00 |
| 09/30/2031 | 160,000 | 3.000% | 27,950.00 | 187,950.00 |
| 09/30/2032 | 165,000 | 3.000% | 23,150.00 | 188,150.00 |
| 09/30/2033 | 170,000 | 3.500% | 18,200.00 | 188,200.00 |
| 09/30/2034 | 115,000 | 3.500% | 12,250.00 | 127,250.00 |
| 09/30/2035 | 115,000 | 3.500% | 8,225.00 | 123,225.00 |
| 09/30/2036 | 120,000 | 3.500% | 4,200.00 | 124,200.00 |
| | 6,740,000 | | 1,412,301.94 | 8,152,301.94 |

SOURCES AND USES OF FUNDS

City of Kingsville, Texas
 \$6,740,000 Certificates of Obligation, Series 2016
 Final Numbers

Dated Date 02/15/2016
 Delivery Date 03/17/2016

Sources:

| | |
|-----------------------|--------------|
| Bond Proceeds: | |
| Par Amount | 6,740,000.00 |
| Accrued Interest | 13,595.56 |
| Premium | 268,244.55 |
| | 7,021,840.11 |

Uses:

| | |
|--------------------------------|--------------|
| Project Fund Deposits: | |
| Project Fund | 6,849,693.07 |
| Other Fund Deposits: | |
| Accrued Interest | 13,595.56 |
| Delivery Date Expenses: | |
| Cost of Issuance | 89,000.00 |
| Underwriter's Discount | 69,551.48 |
| | 158,551.48 |
| | 7,021,840.11 |

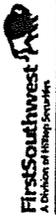
BOND DEBT SERVICE
City of Kingsville, Texas
\$6,740,000 Certificates of Obligation, Series 2016
Final Numbers

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|---------------|-----------|--------|------------|--------------|---------------------|
| 02/01/2017 | | | 147,001.94 | 147,001.94 | |
| 08/01/2017 | | | 76,475.00 | 76,475.00 | |
| 09/30/2017 | | | | | 223,476.94 |
| 02/01/2018 | | | 76,475.00 | 76,475.00 | |
| 08/01/2018 | 250,000 | 2.000% | 76,475.00 | 326,475.00 | |
| 09/30/2018 | | | | | 402,950.00 |
| 02/01/2019 | | | 73,975.00 | 73,975.00 | |
| 08/01/2019 | 615,000 | 2.000% | 73,975.00 | 688,975.00 | |
| 09/30/2019 | | | | | 762,950.00 |
| 02/01/2020 | | | 67,825.00 | 67,825.00 | |
| 08/01/2020 | 820,000 | 2.000% | 67,825.00 | 887,825.00 | |
| 09/30/2020 | | | | | 955,650.00 |
| 02/01/2021 | | | 59,625.00 | 59,625.00 | |
| 08/01/2021 | 845,000 | 2.000% | 59,625.00 | 904,625.00 | |
| 09/30/2021 | | | | | 964,250.00 |
| 02/01/2022 | | | 51,175.00 | 51,175.00 | |
| 08/01/2022 | 865,000 | 2.000% | 51,175.00 | 916,175.00 | |
| 09/30/2022 | | | | | 967,350.00 |
| 02/01/2023 | | | 42,525.00 | 42,525.00 | |
| 08/01/2023 | 880,000 | 2.000% | 42,525.00 | 922,525.00 | |
| 09/30/2023 | | | | | 965,050.00 |
| 02/01/2024 | | | 33,725.00 | 33,725.00 | |
| 08/01/2024 | 255,000 | 2.000% | 33,725.00 | 288,725.00 | |
| 09/30/2024 | | | | | 322,450.00 |
| 02/01/2025 | | | 31,175.00 | 31,175.00 | |
| 08/01/2025 | 255,000 | 2.000% | 31,175.00 | 286,175.00 | |
| 09/30/2025 | | | | | 317,350.00 |
| 02/01/2026 | | | 28,625.00 | 28,625.00 | |
| 08/01/2026 | 260,000 | 2.500% | 28,625.00 | 288,625.00 | |
| 09/30/2026 | | | | | 317,250.00 |
| 02/01/2027 | | | 25,375.00 | 25,375.00 | |
| 08/01/2027 | 270,000 | 2.500% | 25,375.00 | 295,375.00 | |
| 09/30/2027 | | | | | 320,750.00 |
| 02/01/2028 | | | 22,000.00 | 22,000.00 | |
| 08/01/2028 | 270,000 | 2.500% | 22,000.00 | 292,000.00 | |
| 09/30/2028 | | | | | 314,000.00 |
| 02/01/2029 | | | 18,625.00 | 18,625.00 | |
| 08/01/2029 | 155,000 | 3.000% | 18,625.00 | 173,625.00 | |
| 09/30/2029 | | | | | 192,250.00 |
| 02/01/2030 | | | 16,300.00 | 16,300.00 | |
| 08/01/2030 | 155,000 | 3.000% | 16,300.00 | 171,300.00 | |
| 09/30/2030 | | | | | 187,600.00 |
| 02/01/2031 | | | 13,975.00 | 13,975.00 | |
| 08/01/2031 | 160,000 | 3.000% | 13,975.00 | 173,975.00 | |
| 09/30/2031 | | | | | 187,950.00 |
| 02/01/2032 | | | 11,575.00 | 11,575.00 | |
| 08/01/2032 | 165,000 | 3.000% | 11,575.00 | 176,575.00 | |
| 09/30/2032 | | | | | 188,150.00 |
| 02/01/2033 | | | 9,100.00 | 9,100.00 | |
| 08/01/2033 | 170,000 | 3.500% | 9,100.00 | 179,100.00 | |
| 09/30/2033 | | | | | 188,200.00 |
| 02/01/2034 | | | 6,125.00 | 6,125.00 | |
| 08/01/2034 | 115,000 | 3.500% | 6,125.00 | 121,125.00 | |
| 09/30/2034 | | | | | 127,250.00 |
| 02/01/2035 | | | 4,112.50 | 4,112.50 | |
| 08/01/2035 | 115,000 | 3.500% | 4,112.50 | 119,112.50 | |

BOND DEBT SERVICE

City of Kingsville, Texas
\$6,740,000 Certificates of Obligation, Series 2016
Final Numbers

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|---------------|-----------|--------|--------------|--------------|---------------------|
| 09/30/2035 | | | | | 123,225.00 |
| 02/01/2036 | | | 2,100.00 | 2,100.00 | |
| 08/01/2036 | 120,000 | 3.500% | 2,100.00 | 122,100.00 | |
| 09/30/2036 | | | | | 124,200.00 |
| | 6,740,000 | | 1,412,301.94 | 8,152,301.94 | 8,152,301.94 |



BOND PRICING

**City of Kingsville, Texas
\$6,740,000 Certificates of Obligation, Series 2016
Final Numbers**

| Bond Component | Maturity Date | Amount | Rate | Yield | Price | Yield to Maturity | Call Date | Call Price | Call Date for Arb Yield | Call Price for Arb Yield | Premium (-Discount) | |
|-----------------|---------------|-----------|-----------|--------|-----------|-------------------|------------|------------|-------------------------|--------------------------|---------------------|------------|
| Bond Component: | 08/01/2018 | 250,000 | 2.000% | 0.800% | 102.813 | | | | | | 7,032.50 | |
| | 08/01/2019 | 615,000 | 2.000% | 0.900% | 103.645 | | | | | | 22,416.75 | |
| | 08/01/2020 | 820,000 | 2.000% | 1.000% | 104.267 | | | | | | 34,989.40 | |
| | 08/01/2021 | 845,000 | 2.000% | 1.150% | 104.415 | | | | | | 37,306.75 | |
| | 08/01/2022 | 865,000 | 2.000% | 1.300% | 104.266 | | | | | | 36,900.90 | |
| | 08/01/2023 | 880,000 | 2.000% | 1.450% | 103.831 | | | | | | 33,712.80 | |
| | 08/01/2024 | 255,000 | 2.000% | 1.650% | 102.725 | | | | | | 6,948.75 | |
| | 08/01/2025 | 255,000 | 2.000% | 1.800% | 101.547 C | 1.820% | 08/01/2024 | 100.000 | | | | 3,944.85 |
| | 08/01/2026 | 260,000 | 2.500% | 1.900% | 104.622 C | 2.004% | 08/01/2024 | 100.000 | 100.000 | 100.000 | 12,017.20 | |
| | 08/01/2027 | 270,000 | 2.500% | 2.000% | 103.835 C | 2.119% | 08/01/2024 | 100.000 | 100.000 | 100.000 | 10,354.50 | |
| | 08/01/2028 | 270,000 | 2.500% | 2.100% | 103.055 C | 2.216% | 08/01/2024 | 100.000 | 100.000 | 100.000 | 8,248.50 | |
| | | | 5,585,000 | | | | | | | | | 213,872.90 |
| Term Bond 2030: | 08/01/2029 | 155,000 | 3.000% | 2.300% | 105.301 C | 2.557% | 08/01/2024 | 100.000 | 100.000 | 100.000 | 8,216.55 | |
| | 08/01/2030 | 310,000 | 3.000% | 2.300% | 105.301 C | 2.557% | 08/01/2024 | 100.000 | 100.000 | 100.000 | 8,216.55 | |
| | | | | | | | | | | | 16,433.10 | |
| Term Bond 2032: | 08/01/2031 | 160,000 | 3.000% | 2.550% | 103.371 C | 2.743% | 08/01/2024 | 100.000 | 100.000 | 100.000 | 5,393.60 | |
| | 08/01/2032 | 325,000 | 3.000% | 2.550% | 103.371 C | 2.743% | 08/01/2024 | 100.000 | 100.000 | 100.000 | 5,562.15 | |
| | | | | | | | | | | | 10,955.75 | |
| Term Bond 2036: | 08/01/2033 | 170,000 | 3.500% | 2.800% | 105.189 C | 3.153% | 08/01/2024 | 100.000 | 100.000 | 100.000 | 8,821.30 | |
| | 08/01/2034 | 115,000 | 3.500% | 2.800% | 105.189 C | 3.153% | 08/01/2024 | 100.000 | 100.000 | 100.000 | 5,967.35 | |
| | 08/01/2035 | 115,000 | 3.500% | 2.800% | 105.189 C | 3.153% | 08/01/2024 | 100.000 | 100.000 | 100.000 | 5,967.35 | |
| | 08/01/2036 | 120,000 | 3.500% | 2.800% | 105.189 C | 3.153% | 08/01/2024 | 100.000 | 100.000 | 100.000 | 6,226.80 | |
| | | 520,000 | | | | | | | | | 26,982.80 | |
| | | 6,740,000 | | | | | | | | | 268,244.55 | |

BOND PRICING

City of Kingsville, Texas
 \$6,740,000 Certificates of Obligation, Series 2016
 Final Numbers

| | |
|------------------------|--------------|
| Dated Date | 02/15/2016 |
| Delivery Date | 03/17/2016 |
| First Coupon | 02/01/2017 |
| Par Amount | 6,740,000.00 |
| Premium | 268,244.55 |
| Production | 7,008,244.55 |
| Underwriter's Discount | -69,551.48 |
| | 103.979889% |
| | -1.031921% |
| Purchase Price | 6,938,693.07 |
| Accrued Interest | 13,595.56 |
| Net Proceeds | 6,952,288.63 |

FORM 8038 STATISTICS

**City of Kingsville, Texas
\$6,740,000 Certificates of Obligation, Series 2016
Final Numbers**

Dated Date 02/15/2016
Delivery Date 03/17/2016

| Bond Component | Date | Principal | Coupon | Price | Issue Price | Redemption at Maturity |
|------------------------|------------|---------------------|--------|---------|---------------------|------------------------|
| Bond Component: | | | | | | |
| | 08/01/2018 | 250,000.00 | 2.000% | 102.813 | 257,032.50 | 250,000.00 |
| | 08/01/2019 | 615,000.00 | 2.000% | 103.645 | 637,416.75 | 615,000.00 |
| | 08/01/2020 | 820,000.00 | 2.000% | 104.267 | 854,989.40 | 820,000.00 |
| | 08/01/2021 | 845,000.00 | 2.000% | 104.415 | 882,306.75 | 845,000.00 |
| | 08/01/2022 | 865,000.00 | 2.000% | 104.266 | 901,900.90 | 865,000.00 |
| | 08/01/2023 | 880,000.00 | 2.000% | 103.831 | 913,712.80 | 880,000.00 |
| | 08/01/2024 | 255,000.00 | 2.000% | 102.725 | 261,948.75 | 255,000.00 |
| | 08/01/2025 | 255,000.00 | 2.000% | 101.547 | 258,944.85 | 255,000.00 |
| | 08/01/2026 | 260,000.00 | 2.500% | 104.622 | 272,017.20 | 260,000.00 |
| | 08/01/2027 | 270,000.00 | 2.500% | 103.835 | 280,354.50 | 270,000.00 |
| | 08/01/2028 | 270,000.00 | 2.500% | 103.055 | 278,248.50 | 270,000.00 |
| Term Bond 2030: | | | | | | |
| | 08/01/2029 | 155,000.00 | 3.000% | 105.301 | 163,216.55 | 155,000.00 |
| | 08/01/2030 | 155,000.00 | 3.000% | 105.301 | 163,216.55 | 155,000.00 |
| Term Bond 2032: | | | | | | |
| | 08/01/2031 | 160,000.00 | 3.000% | 103.371 | 165,393.60 | 160,000.00 |
| | 08/01/2032 | 165,000.00 | 3.000% | 103.371 | 170,562.15 | 165,000.00 |
| Term Bond 2036: | | | | | | |
| | 08/01/2033 | 170,000.00 | 3.500% | 105.189 | 178,821.30 | 170,000.00 |
| | 08/01/2034 | 115,000.00 | 3.500% | 105.189 | 120,967.35 | 115,000.00 |
| | 08/01/2035 | 115,000.00 | 3.500% | 105.189 | 120,967.35 | 115,000.00 |
| | 08/01/2036 | 120,000.00 | 3.500% | 105.189 | 126,226.80 | 120,000.00 |
| | | 6,740,000.00 | | | 7,008,244.55 | 6,740,000.00 |

| | Maturity Date | Interest Rate | Issue Price | Stated Redemption at Maturity | Weighted Average Maturity | Yield |
|----------------|---------------|---------------|--------------|-------------------------------|---------------------------|---------|
| Final Maturity | 08/01/2036 | 3.500% | 126,226.80 | 120,000.00 | | |
| Entire Issue | | | 7,008,244.55 | 6,740,000.00 | 8.2617 | 1.6887% |

| | |
|--|------------|
| Proceeds used for accrued interest | 13,595.56 |
| Proceeds used for bond issuance costs (including underwriters' discount) | 158,551.48 |
| Proceeds used for credit enhancement | 0.00 |
| Proceeds allocated to reasonably required reserve or replacement fund | 0.00 |

PROOF OF ARBITRAGE YIELD

**City of Kingsville, Texas
\$6,740,000 Certificates of Obligation, Series 2016
Final Numbers**

| Date | Debt Service | Present Value to 03/17/2016 @ 1.6886767337% |
|------------|---------------------|---|
| 02/01/2017 | 147,001.94 | 144,861.57 |
| 08/01/2017 | 76,475.00 | 74,730.53 |
| 02/01/2018 | 76,475.00 | 74,104.84 |
| 08/01/2018 | 326,475.00 | 313,707.93 |
| 02/01/2019 | 73,975.00 | 70,487.00 |
| 08/01/2019 | 688,975.00 | 650,992.50 |
| 02/01/2020 | 67,825.00 | 63,549.30 |
| 08/01/2020 | 887,825.00 | 824,891.54 |
| 02/01/2021 | 59,625.00 | 54,934.65 |
| 08/01/2021 | 904,625.00 | 826,485.09 |
| 02/01/2022 | 51,175.00 | 46,363.13 |
| 08/01/2022 | 916,175.00 | 823,079.59 |
| 02/01/2023 | 42,525.00 | 37,884.03 |
| 08/01/2023 | 922,525.00 | 814,964.13 |
| 02/01/2024 | 33,725.00 | 29,543.42 |
| 08/01/2024 | 2,243,725.00 | 1,949,067.76 |
| 02/01/2025 | 2,550.00 | 2,196.57 |
| 08/01/2025 | 257,550.00 | 219,996.53 |
| | 7,779,226.94 | 7,021,840.11 |

Proceeds Summary

| | |
|------------------------------|--------------|
| Delivery date | 03/17/2016 |
| Par Value | 6,740,000.00 |
| Accrued interest | 13,595.56 |
| Premium (Discount) | 268,244.55 |
| Target for yield calculation | 7,021,840.11 |

PROOF OF ARBITRAGE YIELD

**City of Kingsville, Texas
\$6,740,000 Certificates of Obligation, Series 2016
Final Numbers**

Assumed Call/Computation Dates for Premium Bonds

| Bond Component | Maturity Date | Rate | Yield | Call Date | Call Price | Net Present Value (NPV) to 03/17/2016 @ 1.6886767337% |
|----------------|---------------|--------|--------|------------|------------|---|
| BOND | 08/01/2026 | 2.500% | 1.900% | 08/01/2024 | 100.000 | 4,361.54 |
| BOND | 08/01/2027 | 2.500% | 2.000% | 08/01/2024 | 100.000 | 6,654.19 |
| BOND | 08/01/2028 | 2.500% | 2.100% | 08/01/2024 | 100.000 | 8,760.19 |
| TERM2030 | 08/01/2029 | 3.000% | 2.300% | 08/01/2024 | 100.000 | 7,571.62 |
| TERM2030 | 08/01/2030 | 3.000% | 2.300% | 08/01/2024 | 100.000 | 7,571.62 |
| TERM2032 | 08/01/2031 | 3.000% | 2.550% | 08/01/2024 | 100.000 | 10,903.87 |
| TERM2032 | 08/01/2032 | 3.000% | 2.550% | 08/01/2024 | 100.000 | 11,244.62 |
| TERM2036 | 08/01/2033 | 3.500% | 2.800% | 08/01/2024 | 100.000 | 15,101.65 |
| TERM2036 | 08/01/2034 | 3.500% | 2.800% | 08/01/2024 | 100.000 | 10,215.82 |
| TERM2036 | 08/01/2035 | 3.500% | 2.800% | 08/01/2024 | 100.000 | 10,215.82 |
| TERM2036 | 08/01/2036 | 3.500% | 2.800% | 08/01/2024 | 100.000 | 10,659.99 |

Rejected Call/Computation Dates for Premium Bonds

| Bond Component | Maturity Date | Rate | Yield | Call Date | Call Price | Net Present Value (NPV) to 03/17/2016 @ 1.6886767337% | Increase to NPV |
|----------------|---------------|--------|--------|-----------|------------|---|-----------------|
| BOND | 08/01/2026 | 2.500% | 1.900% | | | 7,950.30 | 3,588.76 |
| BOND | 08/01/2027 | 2.500% | 2.000% | | | 12,197.90 | 5,543.71 |
| BOND | 08/01/2028 | 2.500% | 2.100% | | | 16,090.53 | 7,330.34 |
| TERM2030 | 08/01/2029 | 3.000% | 2.300% | | | 16,003.26 | 8,431.64 |
| TERM2030 | 08/01/2030 | 3.000% | 2.300% | | | 17,606.18 | 10,034.56 |
| TERM2032 | 08/01/2031 | 3.000% | 2.550% | | | 22,889.15 | 11,985.28 |
| TERM2032 | 08/01/2032 | 3.000% | 2.550% | | | 25,254.33 | 14,009.71 |
| TERM2036 | 08/01/2033 | 3.500% | 2.800% | | | 37,348.49 | 22,246.84 |
| TERM2036 | 08/01/2034 | 3.500% | 2.800% | | | 26,801.01 | 16,585.19 |
| TERM2036 | 08/01/2035 | 3.500% | 2.800% | | | 28,311.26 | 18,095.44 |
| TERM2036 | 08/01/2036 | 3.500% | 2.800% | | | 31,091.81 | 20,431.82 |

COST OF ISSUANCE

City of Kingsville, Texas
\$6,740,000 Certificates of Obligation, Series 2016
Final Numbers

| Cost of Issuance | \$/1000 | Amount |
|-----------------------------|-----------------|------------------|
| Financial Advisory Fee | 3.73887 | 25,200.00 |
| Escrow Structuring Fee | 0.74184 | 5,000.00 |
| Bond Counsel | 3.85757 | 26,000.00 |
| Attorney General / Expenses | 1.01632 | 6,850.00 |
| S&P | 2.00297 | 13,500.00 |
| Paying Agent | 0.11128 | 750.00 |
| OS Printing & Preparation | 0.89021 | 6,000.00 |
| Travel | 0.07418 | 500.00 |
| Miscellaneous | 0.77151 | 5,200.00 |
| | 13.20475 | 89,000.00 |

BOND SOLUTION

City of Kingsville, Texas
\$6,740,000 Certificates of Obligation, Series 2016
Final Numbers

| Period Ending | Proposed Principal | Proposed Debt Service | Debt Service Adjustments | Total Adj Debt Service | Revenue Constraints | Unused Revenues | Debt Serv Coverage |
|---------------|--------------------|-----------------------|--------------------------|------------------------|---------------------|-----------------|--------------------|
| 09/30/2016 | | | | | | | |
| 09/30/2017 | | 223,477 | -13,596 | 209,881 | | -209,881 | |
| 09/30/2018 | 250,000 | 402,950 | | 402,950 | 405,882 | 2,932 | 100.72768% |
| 09/30/2019 | 615,000 | 762,950 | | 762,950 | 763,158 | 208 | 100.02722% |
| 09/30/2020 | 820,000 | 955,650 | | 955,650 | 953,597 | -2,053 | 99.78518% |
| 09/30/2021 | 845,000 | 964,250 | | 964,250 | 962,777 | -1,473 | 99.84724% |
| 09/30/2022 | 865,000 | 967,350 | | 967,350 | 968,277 | 927 | 100.09583% |
| 09/30/2023 | 880,000 | 965,050 | | 965,050 | 964,027 | -1,023 | 99.89399% |
| 09/30/2024 | 255,000 | 322,450 | | 322,450 | 311,392 | -11,058 | 96.57076% |
| 09/30/2025 | 255,000 | 317,350 | | 317,350 | 306,242 | -11,108 | 96.49989% |
| 09/30/2026 | 260,000 | 317,250 | | 317,250 | 306,642 | -10,608 | 96.65639% |
| 09/30/2027 | 270,000 | 320,750 | | 320,750 | 312,442 | -8,308 | 97.40995% |
| 09/30/2028 | 270,000 | 314,000 | | 314,000 | 303,672 | -10,328 | 96.71096% |
| 09/30/2029 | 155,000 | 192,250 | | 192,250 | | -192,250 | |
| 09/30/2030 | 155,000 | 187,600 | | 187,600 | | -187,600 | |
| 09/30/2031 | 160,000 | 187,950 | | 187,950 | | -187,950 | |
| 09/30/2032 | 165,000 | 188,150 | | 188,150 | | -188,150 | |
| 09/30/2033 | 170,000 | 188,200 | | 188,200 | | -188,200 | |
| 09/30/2034 | 115,000 | 127,250 | | 127,250 | | -127,250 | |
| 09/30/2035 | 115,000 | 123,225 | | 123,225 | | -123,225 | |
| 09/30/2036 | 120,000 | 124,200 | | 124,200 | | -124,200 | |
| | 6,740,000 | 8,152,302 | -13,596 | 8,138,706 | 6,558,110 | -1,580,596 | |

AGENDA ITEM #2

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah R Balli, Finance Director

DATE: March 4, 2016

SUBJECT: Street Maintenance Funding

Summary:

The Street Department is in need of additional funding for street maintenance projects for FY 15-16. In looking at available funding, the Street Maintenance Fees can now be projected and appropriated in the Street Fund budget.

Background:

The City established monthly street maintenance fees for the purpose of funding the City's street system and establishing a street maintenance fund with Ordinance #2015-48, passed and approved on November 23, 2015. Since the street maintenance fee became effective on January 1, 2016, revenues and projections are now available.

Financial Impact:

Estimating Street Maintenance Fee Billings at \$78,000 for 7 months at a 98% collection rate projects \$536,000 of revenues available for street maintenance projects.

Recommendation:

Staff is recommending the FY 15-16 budget be amended to appropriate \$536,000 in Street Maintenance Fees 092-4-3050-84000 and \$536,000 be appropriated to Street & Bridge 092-5-3050-52100.



ORDINANCE NO. 2016-

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET FOR STREET MAINTENANCE PROJECTS FUNDED BY THE STREET MAINTENANCE FEE.

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 092-Street Fund

Revenues

| | | | | |
|--------|-------------------------|-------|------------------|------------------|
| 4-3050 | Street Maintenance Fees | 84000 | <u>\$536,000</u> | <u>\$536,000</u> |
|--------|-------------------------|-------|------------------|------------------|

Expenses

| | | | | |
|--------|-----------------|-------|------------------|------------------|
| 5-3050 | Street & Bridge | 52100 | <u>\$536,000</u> | <u>\$536,000</u> |
|--------|-----------------|-------|------------------|------------------|

[To amend the City of Kingsville FY 15-16 Budget for street maintenance projects based on anticipated revenues from the Street Maintenance Fee that was approved November 23, 2015 and became effective on January 1, 2016 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 14th day of March, 2016.

PASSED AND APPROVED on this the 28th 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 #3

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah R Balli, Finance Director

DATE: March 4, 2016

SUBJECT: CO Series 2011-TX DOT Refund

Summary:

The City of Kingsville received a refund of unused funds from the Drainage Improvements on the US 77 Overpass Project in the amount of \$49,791.92. These funds are needed to assist in the completion of the City Hall Complex Project.

Background:

The City went out for \$10,000,000 in Certificates of Obligation in 2011 for various capital improvement programs. The City used a portion of these funds to enter into an Advance Funding Agreement with TX DOT for the Drainage Improvements on the US 77 Overpass Project also referred to as the Caesar Drainage Project. After the final statement of costs was calculated a refund of \$49,791.92 was issued to the City of Kingsville. CO Series 2011 also contributed \$975,136 towards the New City Hall Project in FY 13-14. Since Fund 065-CO Series 2011 has been refunded the \$49,791.92 these funds can be allocated to the City Hall Complex Project.

Financial Impact:

Total amount placed in escrow with TX DOT was \$403,629.93 and total costs chargeable to the project totaled \$358,838.01 leaving an unused balance of \$49,791.92.

Recommendation:

Staff is recommending the FY 15-16 budget be amended to include the TXDOT refund of \$49,792 in Fund 065 and apply this to the New City Hall Project in Fund 091.



ORDINANCE NO. 2016-

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO INCLUDE A TXDOT REFUND IN CO SERIES 2011 TO BE USED FOR CITY HALL COMPLEX IMPROVEMENTS.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2015-2016 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT**

| Dept No. | Dept Name | Account Name | Account Number | Budget Increase | Budget Decrease |
|--|------------------|----------------------|-----------------------|------------------------|------------------------|
| Fund 065-CO Series 2011 General | | | | | |
| <u>Revenues</u> | | | | | |
| 4-0000 | Non-Depart. | Miscellaneous | 99000 | \$ 49,792 | |
| | | | | <u>\$ 49,792</u> | |
| <u>Expenses</u> | | | | | |
| | Fund | Transfer Out to Fund | | | |
| 5-6900 | Exp/Trsfr | 091 | 80091 | \$ 49,792 | |
| | | | | <u>\$ 49,792</u> | |
| Fund 091-GF Capital Projects | | | | | |
| <u>Revenues</u> | | | | | |
| | | Transfer In From | | | |
| 4-0000 | Non-Depart. | Fund 065 | 75065 | \$ 49,792 | |
| | | | | <u>\$ 49,792</u> | |
| <u>Expenses</u> | | | | | |
| 5-1030 | City Special | Building | 71300 | \$ 49,792 | |
| | | | | <u>\$ 49,792</u> | |

[To amend the City of Kingsville FY 15-16 Budget to include a TX DOT refund for Fund 065-CO Series 2011-General for unused funds for the Caesar Overpass Drainage Improvements Project to be used for City Hall Complex improvements 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 14th day of March, 2016.

PASSED AND APPROVED on this the 28th 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 #4

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah R Balli, Finance Director

DATE: March 4, 2016

SUBJECT: TXCDBG #7215270 Grant Funding

Summary:

The Utility Fund is in need of a budget amendment to cover expenditures related to TXCDBG Grant #7215270.

Background:

The City has been awarded a Texas Department of Agriculture Community Development Block Grant for water system improvements. Due to an oversight during the FY 15-16 budget process only \$60,000 of the \$300,000 grant expenditures were appropriated in the Utility Fund.

Financial Impact:

Since the FY 15-16 budget already includes the \$240,000 grant revenues and the City's matching portion of the TXCDBG Grant of \$60,000 the remaining expenditures of \$240,000 need to be drawn from Unrestricted Utility Fund Balance.

Recommendation:

Staff is recommending the FY 15-16 budget be amended to appropriate \$240,000 in 051-5-6001-54110 8" Water Line Replacement-CDBG.



~~ORDINANCE NO. 2016-_____~~

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 UTILITY FUND BUDGET FOR EXPENDITURES FOR THE TEXAS DEPARTMENT OF AGRICULTURE COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG #7215270) FOR WATER SYSTEM IMPROVEMENTS.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2015-2016 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

| Dept No. | Dept Name | Account Name | Account Number | Budget Increase | Budget Decrease |
|------------------------------|--------------------|--------------------------------|----------------|-------------------|------------------|
| Fund 051-Utility Fund | | | | | |
| <u>Equity</u> | | | | | |
| 2 | | Unrestricted Fund Balance | 61004 | | <u>\$240,000</u> |
| | | | | | <u>\$240,000</u> |
| <u>Expenses</u> | | | | | |
| 5-6001 | Water Construction | 8" Water Line Replacement-CDBG | 54110 | \$ 240,000 | |
| | | | | <u>\$ 240,000</u> | |

[To amend the City of Kingsville FY 15-16 Budget to include expenditures for a Texas Department of Agriculture Community Development Block Grant (TXCDBG #7215270) for water system improvements, as the \$60,000 cash match was previously booked the funding from the state now needs to be booked as well.]

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 14th day of March, 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

AGENDA ITEM #5

City of Kingsville
City Manager's Office

TO: Mayor and City Commissioners
FROM: Jesus A. Garza, City Manager
DATE: March 4, 2016
SUBJECT: Risk Management & Human Resources Budget Consolidation

Summary

Incorporate the FY 2015-2016 budget for the Risk Management Department 001-120 into the budget for the Human Resource Department 001-110.

Background

On March 1, 2016 the Risk Manager and associated budget was placed under the direction of the Human Resource Director. This move was made in an effort to coordinate efforts for staff development (employee onboarding and continued training), employer compliance notices (local, state and federal required postings), worker's compensation and family medical leave.

The consolidation of the individual budgets into one department budget under Human Resources allows for more effective and efficient financial administration of the department.

Financial Impact

No additional funds required to incorporate the current Risk Management budget into the Human Resources Department budget.

Recommendation

Recommend the move of previously designated Risk Management Department 001-120 budget into the Human Resource Department 001-110 budget.



City of Kingsville

Department Revenues and Expenses Budget Amendment

| | Budget Decrease | | Budget Increase |
|------------------|------------------------------------|------------------|---------------------------------|
| 001-5-1200-11100 | Salaries & Wages | 001-5-1100-11100 | Salaries & Wages |
| | \$ (58,886.00) | | \$ 58,886.00 |
| 001-5-1200-11400 | Retirement-TMRS | 001-5-1100-11400 | Retirement-TMRS |
| | \$ (8,305.00) | | \$ 8,305.00 |
| 001-5-1200-11500 | FICA | 001-5-1100-11500 | FICA |
| | \$ (7,310.00) | | \$ 7,310.00 |
| 001-5-1200-11600 | Group Health Insurance | 001-5-1100-11600 | Group Health Insurance |
| | \$ (12,957.00) | | \$ 12,957.00 |
| 001-5-1200-11700 | Workers' Compensation | 001-5-1100-11700 | Workers' Compensation |
| | \$ (174.00) | | \$ 174.00 |
| 001-5-1200-11800 | Unemployment Compensation | 001-5-1100-11800 | Unemployment Compensation |
| | \$ (225.00) | | \$ 225.00 |
| 001-5-1200-12000 | Car Allowance | 001-5-1100-12000 | Car Allowance |
| | \$ (3,600.00) | | \$ 3,600.00 |
| 001-5-1200-12300 | Life Insurance | 001-5-1100-12300 | Life Insurance |
| | \$ (102.00) | | \$ 102.00 |
| 001-5-1200-12900 | Safety Incentive | 001-5-1100-12900 | Safety Incentive |
| | \$ (20,970.07) | | \$ 20,970.07 |
| | Total Personnel Services | | Total Personnel Services |
| | \$ (112,529.07) | | \$ 112,529.07 |
| 001-5-1200-21100 | Supplies | 001-5-1100-21100 | Supplies |
| | \$ (1,000.00) | | \$ 1,000.00 |
| 001-5-1200-21130 | Supplies-Safety Incentive | 001-5-1100-21130 | Supplies-Safety Incentive |
| | \$ (4,586.93) | | \$ 4,586.93 |
| 001-5-1200-21200 | Uniforms & Personal Wear | 001-5-1100-21200 | Uniforms & Personal Wear |
| | \$ (2,400.00) | | \$ 2,400.00 |
| 001-5-1200-21700 | Minor Eq/Furniture | 001-5-1100-21700 | Minor Eq/Furniture |
| | \$ (2,000.00) | | \$ 2,000.00 |
| 001-5-1200-22500 | Education Materials/Supplies | 001-5-1100-22500 | Education Materials/Supplies |
| | \$ (1,600.00) | | \$ 1,600.00 |
| | Total Supplies | | Total Supplies |
| | \$ (11,586.93) | | \$ 11,586.93 |
| 001-5-1200-31100 | Communications | 001-5-1100-31100 | Communications |
| | \$ (2,121.00) | | \$ 2,121.00 |
| 001-5-1200-31400 | Professional Services | 001-5-1100-31400 | Professional Services |
| | \$ (100.00) | | \$ 100.00 |
| 001-5-1200-31419 | Prof. Svc-Employee Recognition | 001-5-1100-31419 | Prof. Svc-Employee Recognition |
| | \$ (3,000.00) | | \$ 3,000.00 |
| 001-5-1200-31500 | Printing & Publishing | 001-5-1100-31500 | Printing & Publishing |
| | \$ (700.00) | | \$ 700.00 |
| 001-5-1200-31530 | Printing-Safety Incentives | 001-5-1100-31530 | Printing-Safety Incentives |
| | \$ (343.00) | | \$ 343.00 |
| 001-5-1200-31600 | Training & Travel | 001-5-1100-31600 | Training & Travel |
| | \$ (3,500.00) | | \$ 3,500.00 |
| 001-5-1200-31700 | Membership & Dues | 001-5-1100-31700 | Membership & Dues |
| | \$ (500.00) | | \$ 500.00 |
| 001-5-1200-31800 | Equipment Rent | 001-5-1100-31800 | Equipment Rent |
| | \$ (400.00) | | \$ 400.00 |
| 001-5-1200-31900 | Catering | 001-5-1100-31900 | Catering |
| | \$ (9,300.00) | | \$ 9,300.00 |
| | Total Services | | Total Services |
| | \$ (19,964.00) | | \$ 19,964.00 |
| | Total Risk Manager Expenses | | Total HR Expenses |
| | \$ (144,080) | | \$ 144,080 |

~~ORDINANCE NO. 2016-~~_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 GENERAL FUND BUDGET TO TRANSFER THE RISK MANAGEMENT DEPARTMENT UNDER THE PERSONNEL (HUMAN RESOURCES) DEPARTMENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2015-2016 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

| Dept No. | Dept Name | Account Name | Account Number | Budget Increase | Budget Decrease |
|-----------------|------------|--------------------------|----------------|-------------------|------------------|
| <u>Expenses</u> | | | | | |
| | Risk | | | | |
| 5-1200 | Management | See Attached Spreadsheet | | | \$144,080 |
| 5-1100 | Personnel | See Attached Spreadsheet | | \$ 144,080 | |
| | | | | <u>\$ 144,080</u> | <u>\$144,080</u> |

[To amend the City of Kingsville FY 15-16 Budget to transfer the Risk Management Department under the Personnel (Human Resources) Department as per the attached memo from the City Manager.]

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.

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 14th day of March, 2016.

PASSED AND APPROVED on this the 28th 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 #6

**City of Kingsville
Library Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Robert Rodriguez, Library Director
DATE: March 24, 2016
SUBJECT: Library Board Re-Appointments

Summary:

Re-appointment to the Library Board of Dr. Judith Cox and Mrs. Janice Becker.

Background:

Both terms expired on March 11, 2016 and as such are in need of re-appointment.

Financial Impact:

None

Recommendation:

Staff recommends re-appointment of Dr. Judith Cox and Mrs. Janice Becker.



REGULAR AGENDA

AGENDA ITEM #7

City of Kingsville
Planning and Development Services

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Tom Ginter, Director
DATE: March 7, 2016
SUBJECT: Vacant Business Building ordinance

Summary: The Main Street Advisory Board has asked the Planning and Development staff to develop an ordinance so the City can enforce the appearance of vacant buildings downtown.

Background: For some time as you know we have a number of vacant buildings downtown which have boarded up windows. A number of the businesses that are next to those particular buildings feel that the boarded windows on those building impact the downtown appearance in a negative way which could also influence sales. Consequently there are a number of communities who are in the process of revitalizing their downtowns or to keep them that way, by implement a vacant building ordinance. We have had meetings with the Main Street Advisory Board on this issue and they were in favor of the one that you are being presented. We reviewed a number of ordinances that vary in regulation action and determined that we didn't want to go too far in implementing something like this the first time around. That is also the reason why we chose the Main Street District as the area that would come under this ordinance. Right now I believe that we have the staff to keep with the number of vacant buildings that we have in the Main Street District but if it is expanded in the future staffing would have to be looked at. We believe that his ordinance will do the following:

1. Prohibit the boarding of windows, only if repairs have to be made and only for 30 days.
2. If this ordinance is passed with the current language those buildings that have boarded up windows now would be in violation and have to take the boards off the windows.
3. The exterior of the properties shall be maintained in good condition



City of Kingsville
Planning and Development Services

Staff also believes that this ordinance could provide an impetus for property owners to invest in their building or choose another option. Vacant buildings in our downtown do impact others who are operating businesses so we do believe there is a desire to improve upon that. In addition to the ordinance we have attached a list of vacant buildings in the downtown per our definition in the recommended ordinance. As you can see we have them in categories to get a better feel for the issue. Our first priority is to have the buildings which have boarded up windows, take those off. These particular buildings have an asterisk next to them.

Financial Impact: There will be staff time on this but no other impact financially.

Recommendation: Approve the ordinance as submitted



Vacant Building list _Main Street

Actively for sale or rent:

224 E Kleberg for sale, 3,500 sq ft

418 E Kleberg* for sale, 33,063 sq ft, former car dealership

327 E Kleberg, for sale, 11,574 sq ft., Texas Theater

323 E Kleberg, for sale, 7,000 sq. ft.

225 E Kleberg, Unit #2 for rent, 2,725 sq ft

312 N. 6th Street for sale, 3,628 sq ft,

Used for storage:

604 E Kleberg, 21,864 sq. ft., former Ntl. Guard Bldg.

313 E Kleberg, 2,435 sq ft.

312 E Kleberg, 1,335 sq ft

226 E Kleberg*, 2,750 sq ft.

230 E Yoakum, 13,560 sq ft., old Neessen Chevrolet (361) 592-9361

Other issues:

322 E Kleberg*, 7,000 sq ft, old Buddy Walker Furniture store

307 E Kleberg, 1,650 sq ft, former Dominos

302 E Kleberg, 15,150 sq ft., art gallery not in use

*boarded up windows and/or doors

DOWNTOWN IMPROVEMENTS
DESIGNATED MAIN STREET AREA MAP

Drawn by: A. VORICA
9/29/2015
Note:
Job:
Scale: 1"=100'

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 BY ADOPTING CHAPTER XV, LAND USE, ARTICLE 11, VACANT BUILDINGS AND PROPERTY; ESTABLISHING DEFINITIONS, APPLICABILITY, AND LOCATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City of Kingsville is updating its Code of Ordinances and found that no sections adequately addressed vacant structures, so Sections 15-11-1 through 15-11-3, dealing with the definitions, applicability, and location of vacant structures are recommended to improve the quality of life in the city;

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 Sections 15-11-1 through 15-11-3 of Article 11: Vacant Buildings and Property of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be adopted to read as follows:

...

SEC. 15-11-1. DEFINITIONS.

- (A) Vacant structure means no person(s) actually, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the structure as the legal or equitable owner(s) or tenant-occupants(s), or owner-occupants, or tenant(s) on a permanent, non-transient basis therein.
- (B) Lawful activity is that the current use of the structure is also that which the structure was built for or intended to be used for.

SEC. 15-11-2. APPLICABILITY AND ADMINISTRATION.

- (A) This article shall apply to all vacant structures, as defined herein, which are now in existence or which may hereafter be constructed or converted from other uses.
- (B) The Director of Planning and Development Services, is authorized to administer and enforce the provisions of this article.

(C) The Director of Planning and Development Services shall have the authority to render interpretations of this title and to adopt policies and procedures in order to clarify the application of its provisions. The Director, at his sole discretion, may also enter into an agreement with a registered property owner to obtain compliance with this article by a date certain.

SEC. 15-11-3. VACANT STRUCTURES IN THE MAIN STREET DISTRICT.

(A) Any building, structure or property in the Main Street District which has been vacant for over 30 days shall comply with the following requirements:

- (1) All exterior doors and windows shall be kept in sound working condition and free of broken glass. The boarding-up of windows or doors is prohibited, except as necessary to affect repairs to glass or to prevent unauthorized entry while repairs are being made. Under no circumstances may such windows or doors remain boarded-up for longer than 30 days.
- (2) All exterior doors and windows shall be equipped with workable locking devices, and shall be kept securely locked at all times while the building is vacant, except when active repairs are being made.
- (3) Weather protection of all exterior surfaces shall be maintained in good condition, including paint on exterior wood surfaces.
- (4) Both interior and exterior areas of the property shall be kept free of accumulations of junk, trash, debris, combustible or other material such as wood constitute an unsafe, unsanitary or unsightly condition or appearance.
- (5) All vegetation and landscaping shall be maintained in good and healthy condition, and in accordance with all other requirements of city ordinances
- (6) All parking and driving surfaces shall be maintained in good condition, free of cracks, holes and vegetation, and in accordance with all other applicable city ordinance requirements
- (7) In all applicable respects, the condition, maintenance and appearance of vacant property shall be subject to the requirements of all city ordinances, standards and abatement procedures currently in effect.

SEC. 15-11-999. PENALTY.

(A) Any person, firm, corporation or agent who shall violate any provision of this article, or who shall fail to comply therewith shall, upon conviction, be subject to a fine of not more than \$200.00 for each offense.

(B) A separate offense shall be deemed committed for each and every day or portion thereof during which any violation is committed or continued.

Secs. 15-11-4—15-11-29. Reserved.

...

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 14th day of March, 2016.

PASSED AND APPROVED on this the 28th day of March, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

EFFECTIVE DATE: _____, 2016

CHAPTER XV LAND USAGE

ARTICLE 11 VACANT BUILDINGS AND PROPERTY

Sec. 15-11-1. - **Definitions**

(A) Vacant structure means no person(s) actually, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the structure as the legal or equitable owner(s) or tenant-occupant(s), or owner-occupants, or tenant(s) on a permanent, non-transient basis therein.

(B) Lawful activity is that the current use of the structure is also that which the structure was built for or intended to be used for.

Sec. 15-11-2. - **Applicability and administration.**

(A) This article shall apply to all vacant structures, as defined herein, which are now in existence or which may hereafter be constructed or converted from other uses.

(B) The Director of Planning and Development Services is authorized to administer and enforce the provisions of this article.

(C) The Director of Planning and Development Services shall have the authority to render interpretations of this title and to adopt policies and procedures in order to clarify the application of its provisions. The Director, at his sole discretion, may also enter into an agreement with a registered property owner to obtain compliance with this article by a date certain.

Sec. 15-11-3. - **Vacant Structures in the Main Street District**

(A) Any building, structure or property in the Main Street District which has been vacant for over 30 days shall comply with the following requirements:

- (1) All exterior doors and windows shall be kept in sound working condition and free of broken glass. The boarding-up of windows or doors is prohibited, except as necessary to affect repairs to glass or to prevent unauthorized entry while repairs are being made. Under no circumstances may such windows or doors remain boarded-up for longer than 30 days.
- (2) All exterior doors and windows shall be equipped with workable locking devices, and shall be kept securely locked at all times while the building is vacant, except when active repairs are being made.
- (3) Weather protection of all exterior surfaces shall be maintained in good condition, including paint on exterior wood surfaces.
- (4) Both interior and exterior areas of the property shall be kept free of accumulations of junk, trash, debris, combustible or other materials such as would constitute an unsafe, unsanitary or unsightly condition or appearance.
- (5) All vegetation and landscaping shall be maintained in good and healthy condition, and in accordance with all other requirements of city ordinances.

(6) All parking and driving surfaces shall be maintained in good condition, free of cracks, holes and vegetation, and in accordance with all other applicable city ordinance requirements.

(7) In all applicable respects, the condition, maintenance and appearance of vacant property shall be subject to the requirements of all city ordinances, standards and abatement procedures currently in effect.

Sec. 15-11-999. - Penalty.

(A) Any person, firm, corporation or agent who shall violate any provision of this article, or who shall fail to comply therewith shall, upon conviction, be subject to a fine of not more than \$200.00 for each offense.

(B) A separate offense shall be deemed committed for each and every day or portion thereof during which any violation is committed or continued.

AGENDA ITEM #8

City of Kingsville
Department Name

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Tom Ginter, Director
DATE: February 18, 2016
SUBJECT: Ordinance change concerning Dwelling/Work Live Units

Summary: There has been interest from the downtown business owners to allow dwelling/work live units in our C3 zoning which is primarily our downtown. This would allow business owners if they desired to live in the back of their business or allow building owners to utilize the space above the business as a living unit. We have met with the Main Street Advisory Board and they were in favor of this change.

Background: One of the goals that the City Manager has stated to us is the desire to revitalize our downtown. We believe that this is one piece of that strategy that could help us with that goal. In addition to allowing the business owners another income opportunity or reduce their expenses, it would also increase foot traffic downtown. We have looked at a number of ordinances and we believe that this is the best way to start. It is fairly straight forward for us to communicate to interested parties and relatively easy for them to understand. For that same reason is that is why we chose the C3 commercial zone as the area for it to be allowed. Obviously if this housing strategy becomes popular and there is interest in other parts of Kingsville then we will look at those.

Financial Impact: At this time we see that this ordinance change would have minimal impact on city staff. We do hope though that we would have a positive financial impact from investment on the part of the property owners.



City of Kingsville
Department Name

Recommendation: Approve the ordinance change as presented. The Planning and Zoning commission approved the ordinance change in a unanimous vote 7 to 0.



City of Kingsville
Department Name

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: February, 18, 2016

SUBJECT: Ordinance change regarding mixed use definition

Summary: In my research of the code language regarding mixed use I believe that the definition of the term mixed use is contradictory. Consequently I provided the Planning and Zoning Commission some options on how to correct it.

Background: I have been doing research on mixed use because we have an interested party in submitting a mixed use development. The location of the possible development is at University and King across the street from the Luau. I believe a church was located there. In my discussion with the interested party and my research I noticed what I believe is a contradictory sentence. The last sentence in the definition which is underlined contradicts what the rest of the paragraph' message is. While this would be the first mixed use development in Kingsville if completed, I think we should be flexible and adapt to the market so this development can be encouraged. The options I gave to the Planning and Zoning Commission was to delete the last sentence or list them out as other cities have done. The sentence that I am recommending is underlined. Of the two options I recommended to them to just delete the last sentence. For now it is the most efficient method to take care of the issue.

Financial Impact: Again while having minimal impact on staff the hope is that we make things clearer for applicants when it comes to a mixed use development. This in turn may give a positive message for development which would have a positive financial impact.



City of Kingsville
Department Name

Recommendation: Approve the change in the definition for mixed use. The Planning and Zoning Commission approved the deletion of the last sentence in the definition of mixed use in a unanimous vote 7 to 0.



ORDINANCE NO. 2016-

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER XV, ARTICLE 6, ZONING, AMENDING SECTION 15-6-21 DEFINITIONS TO ADD DWELLING ABOVE BUSINESS AND WORK/LIVE UNITS AND REVISING THE DEFINITION OF MIXED USE; ADOPTING SECTIONS 15-6-29 WORK/LIVE UNITS AND 15-6-30 DWELLING ABOVE BUSINESS; AND AMENDING APPENDIX A-LAND USE CATEGORIES TO ADD DWELLING ABOVE BUSINESS AND WORK/LIVE UNITS; 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 Article 6: Zoning of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, Section 15-6-21 and Appendix A-Land Use Categories shall be amended and Sections 15-6-29 & 15-6-30 shall be adopted to read as follows:

Use Regulations and Districts

...

§ 15-6-21 DEFINITIONS.

For the purpose of this subarticle, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

...

Dormitories. Any building arranged or designed for two or more dwelling units and with two or more sleeping positions per room for students.

Dwelling, above business. A dwelling unit located on or above the second floor, from ground level, over a business establishment.

Dwelling, multiple-family. Any building or portion thereof, which is designed, built, rented, leased, or let to be occupied as three or more dwelling units or apartments which is occupied as a home or place of residence by three or more families living in independent dwelling units.

Dwelling, one-family attached. A dwelling joined to another dwelling at one or more points by a party wall or abutting separate walls, which is erected upon a separate lot of record and is designed for occupancy by one family.

Dwelling, one-family detached. A dwelling designed and constructed for occupancy by one family and located on a lot or separate building tract, and having no physical connection to a building located on any other lot or tract.

Dwelling, two-family. A single structure designed and constructed with two living units under a single roof for occupancy by two families.

Dwelling unit. A building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters and includes sanitary, sleeping and food preparation facilities.

Family. Defined for purposes of R1, R2 and MH Zones: Any number of individuals living together in a dwelling unit which are related by blood, marriage, or adoption, or up to and including three unrelated individuals. Defined for purposes of R3 and R4 Zones: Any number of individuals living together in a dwelling unit which are related by blood, marriage, or adoption, or up to and including four unrelated individuals.

...

Lot. A parcel of land platted in a subdivision occupied or to be occupied by a main building, or group of buildings (main and accessory), together with such yards, open spaces, lot width and lot area as are required by this article and having frontage upon or access to a street. Except for group dwellings, not more than one dwelling structure shall occupy any one lot.

Manufactured housing or manufactured home. A HUD-code manufactured home or a mobile home and collectively means and refers to both. The definition of mobile home, HUD-code manufactured home, and manufactured home as set forth in this section are binding on all persons and agencies in this state and under the jurisdiction of the city. For the purposes of this article, a mobile home is not a HUD-code manufactured home and a HUD-code manufactured home is not a mobile home. Recreational vehicles, however, may be located and used only in approved recreational vehicle parks or approved manufactured home parks.

Mixed use. A zoning district where mixed retail/residential developments are allowed on the same property or in the same building. Retail stores, retail services, personal services, and banks and savings and loans are allowed on the first floor levels of buildings. Multi-residential housing consisting of studio, one bedroom, two bedroom, and three bedroom living units are allowed on the upper floors of buildings. ~~Offices, medical/dental offices, and other commercial uses that do not generate sales tax revenue are not allowed in the Mixed Use Zoning District.~~

Mobile home. Structure that was constructed before June 15, 1976, transportable in one or more sections, which in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet, and which is built on a permanent chassis to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems.

Nursing home. An institution licensed by the State of Texas where those persons suffering from illness, injury, deformity, deficiency or age are given care or treatment on a prolonged or permanent basis.

...

Tower, telecommunications. A self-supporting lattice, monopole, or guyed structure more than 20 feet (six meters) in height, built primarily to support one or more telecommunications antennas.

Trade or commercial school. A school, operated for profit, teaching vocational skills.

Utility, others not listed. Any utility facility franchised or approved by the city.

Utility shops or storage yards and buildings. An area or building used by utilities for the repair and/or storage of equipment, vehicles or supplies.

Work/live units. A work/live unit is a structure or a portion of a structure that combines a business use with a residential living use.

Wrecking or salvage yard for autos or parts. A tract of land devoted to wrecking, dismantling, or salvage operations where automobiles, other vehicles and/or machinery are subject to being dismantled, compacted, or similarly processed. All such operations, inclusive of storage of vehicles, shall be completely enclosed by a wall at least eight feet in height, except for a maximum of two gates no more than 20 feet wide.

(1962 Code, § 11-2-7; Ord. 99036, passed 10-25-99; Ord. 2001-15, passed 8-13-01; Ord. 2003-11, passed 5-12-03; Ord. 2009-20, § I, passed 8-10-09; Ord. 2010-12, passed 5-17-2010; Ord. 2014-27, § I, passed 4-23-2014)

...

§ 15-6-29. WORK/LIVE UNITS.

(A) Within the C-3 Central Business District, incidental residential uses known as “work/live units” are permitted. A work/live unit means a structure that combines a business use, as permitted in the C-3 Central Business District, with a residential living use.

(B) Any structure containing a “work/live unit” shall satisfy the following requisites:

(1) Any structure or portion of a structure must comply with all applicable City of Kingsville ordinances, including all building codes.

(2) The living area of each “work/live unit” shall provide at least one exit which does not require persons to exit through the work area.

(3) All residential areas in a “work/live unit” shall be at least 150 square feet, exclusive of kitchen, bath, closets and hallways in the “work/live unit.”

(4) A minimum of the front 50% square footage of a street-level floor must be dedicated exclusively to commercial uses as allowed in the C-3 Central Business District.

§ 15-6-30. DWELLING ABOVE BUSINESS.

(A) Within the C-3 Central Business District, dwellings above businesses are permitted.

(B) Any structure containing a dwelling above a business shall satisfy the following requisites:

(1) Any structure or portion of a structure must comply with all applicable City of Kingsville ordinances, including all building codes.

(2) Multi-family dwellings are only allowed on the second or third floor of the structure.

(3) Each living unit shall provide at least one exit which does not require persons to exit through the work area.

...

APPENDIX A. - LAND USE CATEGORIES

Sec. 1. - Land use chart.

The following chart shall set out the land uses within the city:

P = Permitted

S = Special use permit required

X = Special review required

= Not permitted (absence of any symbol)

[Land Use Chart on the following pages]

| Land Use Chart | | | | | | | | | | | | |
|---------------------------|----|----|----|----|-----|----|----|----|----|----|----|----|
| Land Use Description | R1 | R2 | R3 | R4 | MHC | C1 | C2 | C3 | C4 | I1 | I2 | Ag |
| Dwelling, one family det. | P | P | P | P | P | P | P | P | | | | P |
| Dwelling, one family att. | | P | P | P | | S | P | | | | | P |

| | | | | | | | | | | | | | |
|--|----|----|----|----|---|---|---|----------|--|--|---|---|---|
| Dwelling, two family | | P | P | P | | S | P | | | | | | |
| Dwelling, multi-family | | | P | P | | P | P | P | | | | | |
| Dwelling, above business | | | | | | | | <u>P</u> | | | | | |
| Work/live units | | | | | | | | <u>P</u> | | | | | |
| Boarding or rooming house | | | | P | | S | P | P | | | | | |
| Hotel or motel | | | | P | | S | P | P | | | | | |
| Dormitory | | | | P | | | | | | | | | |
| Fraternity, sorority | | | | P | | | | | | | | | |
| Mobile home/manufactured home park or mobile home/manufactured home on lot | S' | S' | S' | S' | P | | | | | | S | S | S |

...

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 14th day of March, 2016.

PASSED AND APPROVED on this the 28th day of March, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

To: Planning and Zoning Commission members

From: Tom Ginter, Director of Planning and Zoning



Date: February 15, 2016

Subject: Dwelling /Work Live Units

At the last meeting the discussion seem to favor the change but in particular the wording in Section 15-6-29 Work/Live Units (4) was contradictory. To require 100% of the ground floor in essence would not allow what we wanting to accomplish. Consequently as an example in (3) we require 150 sq.ft . of residential area. The 150 ft is a minimum which comes from the building code.

We are recommending that the 100% be changed to 50%. The reasoning for the reduction to 50% is this: Most of the businesses cover 5,000 sq. ft on the first floor. Using the 150 sq.ft as a minimum for residential area then that would leave 4,850 sq. ft. for commercial. The 50% would require 2,500 in this example so there would be plenty of cushion there for a business to do both.

Sec. 15-6-29. – Work/live units.

- (A) Within the C-3 Central Business District, incidental residential uses known as “work/live units” are permitted. A work/live unit means a structure that combines a business use, as permitted in the C-3 central Business District, with a residential living use.
- (B) Any structure containing a “work/live unit” shall satisfy the following requisites:
 - (1) Any structure or portion of a structure must comply with all applicable City of Kingsville ordinances, including all building codes, and
 - (2) The living area of each “work/live unit” shall provide at least one exit which does not require persons to exit through the work area, and
 - (3) All residential areas in a “work/live unit” shall be at least 150 square feet, exclusive of kitchen, bath, closets and hallways in the “work/live unit.”
 - (4) A minimum of the front 50% square footage of a street-level floor must be dedicated exclusively to commercial uses as allowed in the C-3 Central Business District.

Sec. 15-6-30. – Dwellings above businesses.

- A) Within the C-3 Central Business District, dwellings above businesses are permitted.
- (B) Any structure containing a dwelling above a business shall satisfy the following requisites:
 - (1) Any structure or portion of a structure must comply with all applicable City of Kingsville ordinances, including all building codes.
 - (2) Multi-family dwellings are only allowed on the second or third floor of the structure.
 - (3) Each living unit shall provide at least one exit which does not require persons to exit through the work area.

Cargo containers. A metal structure specifically constructed for shipment of goods by ship, rail, or truck that is later used as a place to store goods and materials.

Cleaning or laundry self-service shop. Self-service shop with customer operated machines.

Cleaning shop or laundry, limited area. A custom cleaning shop not exceeding 5,000 square feet of floor area.

Club (private). An organization, group or association supported by the members thereof, the sole purpose of which is to render a service customarily rendered for members and the guests, the chief activity of which is customarily carried on as a business and does not include labor union organizations or similar labor or business organizations.

Co-location. A single telecommunications tower and/or site used by more than one telecommunications service provider.

Community center (private). A central social and recreational building as part of a housing development.

Construction Fence. A fence that is temporary in nature, but serves as a barrier to prevent unwanted entry into a site where construction is underway. Fencing materials may include but are limited to orange barrier fence secured to metal posts and inter-locking chain link fencing.

Country club (private). A private recreational club with restricted membership, which provides a golf course, clubhouse, swimming pool, tennis court or similar facilities, none of which are available to the general public.

Day nursery or kindergarten. An establishment possessing all necessary licenses where five or more children are left for care or training, not admitting or taking children above the age of eight.

Dormitories. Any building arranged or designed for two or more dwelling units and with two or more sleeping positions per room for students.

Dwelling, over business. A dwelling unit located on or above the second floor, from ground level, over a business establishment.

Dwelling, multiple-family. Any building or portion thereof, which is designed, built, rented, leased, or let to be occupied as three or more dwelling units or apartments which is occupied as a home or place of residence by three or more families living in independent dwelling units.

Dwelling, one-family attached. A dwelling joined to another dwelling at one or more points by a party wall or abutting separate walls, which is erected upon a separate lot of record and is designed for occupancy by one family.

Dwelling, one-family detached. A dwelling designed and constructed for occupancy by one family and located on a lot or separate building tract, and having no physical connection to a building located on any other lot or tract.

Dwelling, two-family. A single structure designed and constructed with two living units under a single roof for occupancy by two families.

Dwelling unit. A building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters and includes sanitary, sleeping and food preparation facilities.

Family. Defined for purposes of R1, R2 and MH Zones: Any number of individuals living together in a dwelling unit which are related by blood, marriage, or adoption, or up to and including three unrelated individuals. Defined for purposes of R3 and R4 Zones: Any number of individuals living together in a dwelling unit which are related by blood, marriage, or adoption, or up to and including four unrelated individuals.

Family food production. Raising of crops for family use.

Farm accessory building. A structure other than a dwelling on a farm for the shelter, protection or storage of the usual farm equipment, animals or crops.

Telecommunications. The transmission, between or among points specified by the user, of audio and/or visual information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications facility. A telecommunication tower, antennas, and related equipment buildings, but the term also includes antennas and related equipment installed on roof tops.

Telecommunications service. The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Tennis or swim club, private. A private recreational club with restricted membership, usually smaller in area than a country club, but including a clubhouse, swimming pool, tennis courts, handball courts, or similar facilities, none of which are available to the general public.

TIA/EIA-222. Telecommunications Industry Association/Electronics Industries Association Standard 222, "Structural Standards for Steel Antenna Towers and Antenna Support Structures."

Tower, electric transmission. A self-supporting structure over 50 feet (15 meters) in height, designed to support high-voltage electric lines. This does not include local utility or distribution poles (with or without transformers) designed to provide electric service to individual customers.

Tower, guyed. Any telecommunications tower supported, in whole or in part, by cables anchored to the ground.

Tower, height. The distance measured from grade to the highest point of any and all components of the structure, which includes antennas, hazard lighting and other appurtenances, but excludes lightning rods.

Tower, monopole. A self-supporting telecommunications tower that consists of a single vertical pole fixed into the ground and/or attached to a foundation.

Tower, self-supporting lattice. A telecommunications tower that consists of an open network of metal braces forming a tower, which is usually triangular or square in cross-section.

Tower, telecommunications. A self-supporting lattice, monopole, or guyed structure more than 20 feet (six meters) in height, built primarily to support one or more telecommunications antennas.

Trade or commercial school. A school, operated for profit, teaching vocational skills.

Utility, others not listed. Any utility facility franchised or approved by the city.

Utility shops or storage yards and buildings. An area or building used by utilities for the repair and/or storage of equipment, vehicles or supplies.

Work/live units. A work/live unit is a structure or a portion of a structure that combines a business use with a residential living use.

Wrecking or salvage yard for autos or parts. A tract of land devoted to wrecking, dismantling, or salvage operations where automobiles, other vehicles and/or machinery are subject to being dismantled, compacted, or similarly processed. All such operations, inclusive of storage of vehicles, shall be completely enclosed by a wall at least eight feet in height, except for a maximum of two gates no more than 20 feet wide.

(1962 Code, § 11-2-7; Ord. 99036, passed 10-25-99; Ord. 2001-15, passed 8-13-01; Ord. 2003-11, passed 5-12-03; Ord. 2009-20, § I, passed 8-10-09; Ord. 2010-12, passed 5-17-2010; Ord. 2014-27, § I, passed 4-23-2014)

APPENDIX A. - LAND USE CATEGORIES

Sec. 1. - Land use chart.

The following chart shall set out the land uses within the city:

P = Permitted

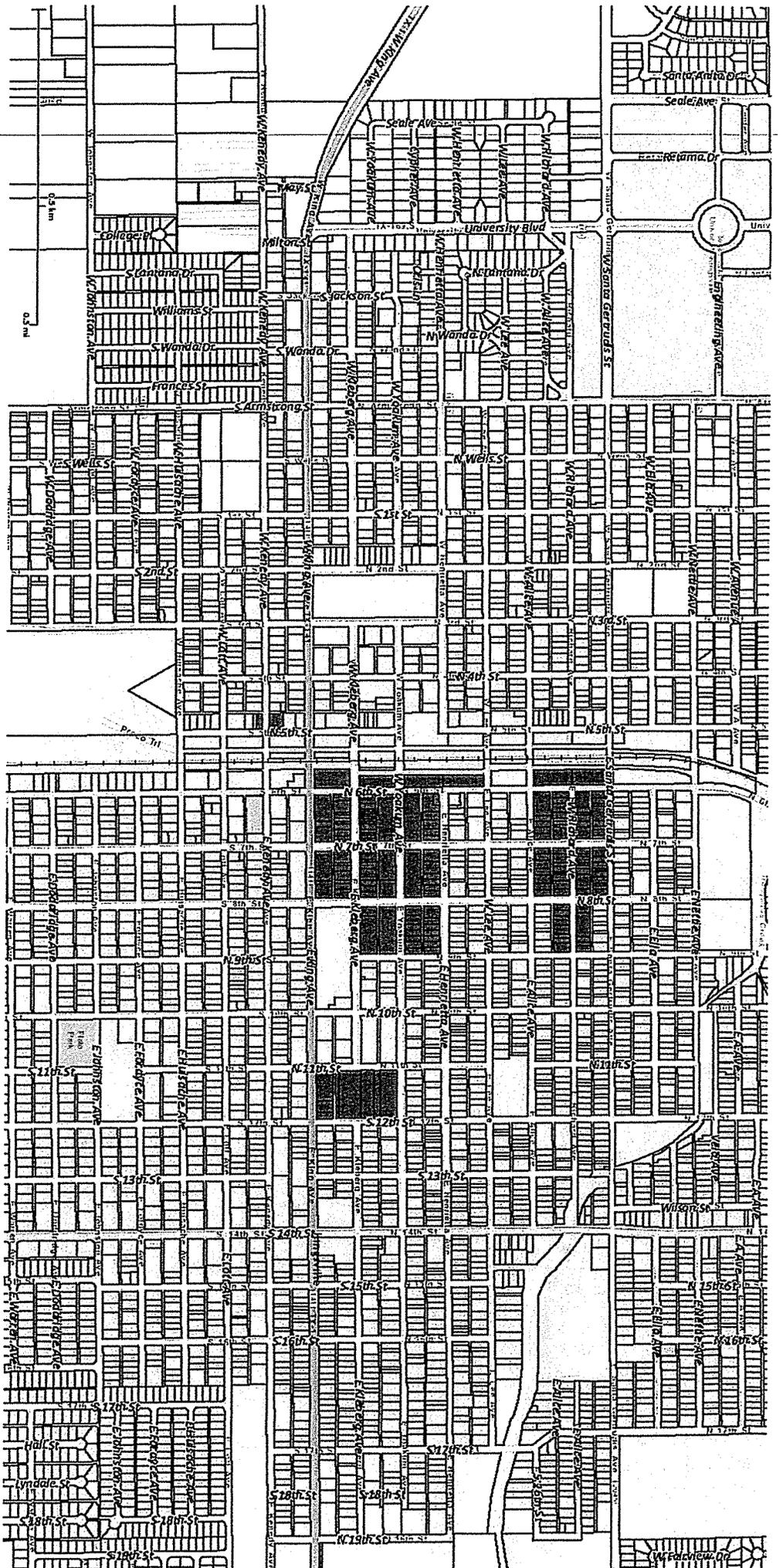
S = Special use permit required

X = Special review required

= Not permitted (absence of any symbol)

[Land Use Chart on the following pages]

| Land Use Chart | | | | | | | | | | | | | |
|--|----------------|----------------|----------------|----------------|----|----|----|----|----|----|----|----|--|
| Land Use Description | R1 | R2 | R3 | R4 | MH | C1 | C2 | C3 | C4 | I1 | I2 | Ag | |
| Dwelling, one family det. | P | P | P | P | P | P | P | P | | | | P | |
| Dwelling, one family att. | | P | P | P | | S | P | | | | | P | |
| Dwelling, two family | | P | P | P | | S | P | | | | | | |
| Dwelling, multi-family | | | P | P | | P | P | P | | | | | |
| Dwellings above businesses | | | | | | | | P | | | | | |
| Work/live units | | | | | | | | P | | | | | |
| Boarding or rooming house | | | | P | | | S | P | P | | | | |
| Hotel or motel | | | | P | | | S | P | P | | | | |
| Dormitory | | | | P | | | | | | | | | |
| Fraternity, sorority | | | | P | | | | | | | | | |
| Mobile home/manufactured home park or mobile home/manufactured home on lot | S ¹ | S ¹ | S ¹ | S ¹ | P | | | | | S | S | S | |



A

Section 15-6-21 - Definitions

Farm, ranch or orchard. An area of ten or more acres which is used for the commercial production of crops or the keeping of the usual farm poultry and animals and normal accessory uses for these purposes.

Fraternity or sorority house. A building designed as group living quarters for members only and offering social and recreational activities.

Gasoline sales. An automobile service station which excludes the repairing, painting, or upholstering of motor vehicles.

Hobby. An accessory use carried on by the occupant of the premises in a shop, studio or other workroom, purely for personal enjoyment, amusement or recreation; provided that the articles produced or constructed in the shop, studio or workroom are not sold either on or off the premises, and provided such use will not be obnoxious or offensive by reason of vibration, noise, odor, dust, smoke or fumes.

Home occupation. An accessory use carried out by the occupants for compensation in a residential dwelling unit.

Hospital (acute care). An institution where sick or injured patients are given medical or surgical treatment intended to restore them to health and an active life, and which is licensed by the State of Texas.

Hotel or motel. Any building which is designed to cater to transient occupancy, offering temporary abiding space to individuals and families. To be classified as a hotel or motel an establishment shall contain individual guest rooms and furnish services such as linens, maids and furnishings.

Institutions of religious or philanthropic nature. An institution sponsored or operated by organizations established for religious or philanthropic purposes.

Kennel. Any premises in which four or more dogs three months of age or older are kept; or where the business of buying, selling, breeding, grooming, training or boarding of dogs is conducted; does not include veterinary hospitals or humane societies.

Light manufacturing processes. Manufacturing processing which do not emit detectable dust, odor, smoke, gas, or fumes beyond the property lines of the lot or tract upon which the use is located and which do not generate noises or vibrations above the ambient level of noise.

Lot. A parcel of land platted in a subdivision occupied or to be occupied by a main building, or group of buildings (main and accessory), together with such yards, open spaces, lot width and lot area as are required by this article and having frontage upon or access to a street. Except for group dwellings, not more than one dwelling structure shall occupy any one lot.

Manufactured housing or manufactured home. A HUD-code manufactured home or a mobile home and collectively means and refers to both. The definition of mobile home, HUD-code manufactured home, and manufactured home as set forth in this section are binding on all persons and agencies in this state and under the jurisdiction of the city. For the purposes of this article, a mobile home is not a HUD-code manufactured home and a HUD-code manufactured home is not a mobile home. Recreational vehicles, however, may be located and used only in approved recreational vehicle parks or approved manufactured home parks.

* Mixed use. A zoning district where mixed retail/residential developments are allowed on the same property or in the same building. Retail stores, retail services, personal services, and banks and savings and loans are allowed on the first floor levels of buildings. Multi-residential housing consisting of studio, one bedroom, two bedroom, and three bedroom living units are allowed on the upper floors of buildings. Offices, medical/dental offices, and other commercial uses that do not generate sales tax revenue are not allowed in the Mixed Use Zoning District.

Mobile home. Structure that was constructed before June 15, 1976, transportable in one or more sections, which in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet, and which is built on a permanent chassis to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems.

AGENDA ITEM #9



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE: March 24, 2016
 TO: City Commission through City Manager
 FROM: David Mason, Purchasing Director
 SUBJECT: Parks Master Plan RFQ 16-06

SUMMARY

This items provides staff recommendation for RFQ 16-06 Parks Master Plan. RFQ Review Committee consisted of Jesús Garza, City Manager; Charlie Cardenas, City Engineer; Susan Ivy; Parks, Manger, Tom Ginter, Director of Development Services, Manny Salazar, EDC Director, with David Mason, Purchasing /IT Director serving as a non-voting facilitator.

BACKGROUND

| Evaluation Criteria | Max Pts. Per Evaluator | Max Pts. Total | M2L | Halff & Associates | Freese & Nichols |
|-------------------------------|-------------------------------|-----------------------|------------|-------------------------------|-----------------------------|
| <i>Experience</i> | 25 | 125 | 50 | 87 | 77 |
| <i>Capacity To Perform</i> | 25 | 125 | 75 | 95 | 96 |
| <i>Understanding of Scope</i> | 20 | 100 | 63 | 98 | 89 |
| <i>Work Performance</i> | 15 | 75 | 70 | 87 | 88 |
| <i>Proposed Timeline</i> | 15 | 75 | 75 | 92 | 91 |
| Total | 100 | 500 | 333 | 459 | 441 |

FINANCIAL IMPACT

There is no financial impact until the contact is negotiated. Funding will be from CO 2016.

RECOMMENDATION

It is recommended that RFQ 16-06 Parks Master Plan be awarded to Halff and Associates, the most highly qualified provider based on demonstrated competence and qualifications. Staff will negotiate a contract for a fair and reasonable price

AGENDA ITEM #10



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE: March 16, 2016
TO: City Commission through City Manager
FROM: David Mason, Purchasing/IT Director
SUBJECT: Purchasing Coop Agreement TIPS

SUMMARY

This item authorizes an interlocal agreement for cooperative purchasing with the The Interlocal Purchasing System (TIPS), Region VIII Education Service Center, Pittsburg, TX. Chapter 271 Subchapter F of the local government code, and the Interlocal Cooperation Act, 791.001, allow cities to enter into agreements with each other as well as other state and national organizations to purchase goods and services.

BACKGROUND

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

RECOMMENDATION

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

FINANCIAL IMPACT

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

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL PARTICIPATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE REGION VIII EDUCATION SERVICE CENTER FOR THE INTERLOCAL PURCHASING SYSTEM (TIPS) PROGRAM FOR ALL ALLOWABLE PURCHASES WHEN IN THE BEST INTEREST OF THE CITY TO DO SO; 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, allows "local governments" 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, the City, pursuant to the authority granted by the applicant's state purchasing requirements, desires to participate in The Interlocal Purchasing System (TIPS); and

WHEREAS, TIPS is a National Cooperative Purchasing Program offered by Region VIII Education Service Center, located in Pittsburg, Texas, (Camp County); and

WHEREAS, participation, through membership and utilization of competitively bid and awarded vendor contracts in a cooperative purchasing program specializing in the management of high quality cooperative procurement solutions will be beneficial to the taxpayers through the anticipated savings to be realized by the City; 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 between the City of Kingsville and Region VIII Education Service Center for The Interlocal Purchasing System (TIPS) Program for all allowable purchases when in the best interest of the City to do so 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 28th day of March, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**INTERLOCAL AGREEMENT Region
VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)**

TEXAS PUBLIC ENTITY

Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

Purchasing Cooperative Lead Agency:

Entity Name

Region VIII Education Service Center

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: Executive Director Region VIII ESC

Date

Date

Public Entity Contact Information

Primary Purchasing Person Name

Street Address

City, State Zip

Telephone Number

Fax Number

Primary Person Email Address

Secondary Person Name

Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

AGENDA ITEM #11

**City of Kingsville
City Manager's Office**

TO: Mayor and City Commissioners
FROM: Jesus A. Garza, City Manager
DATE: March 23, 2016
SUBJECT: Downtown Vision plan

Summary:

As part of the City's effort to revitalize Downtown into a destination a specific downtown plan is needed. UTSA in San Antonio has an Urban and Regional Planning Research Center which has developed Downtown Vision Plans for many communities in South Texas. As such, the City is partnering with them to develop a plan for our downtown.

Background:

The City Commission allocated \$1 Million as part of the 2016 CO Series for Downtown Revitalization. In order to assist with the investment of these dollars, a Downtown Vision Plan would assist in the development of needed infrastructure improvements and revitalization strategies as well.

Financial Impact:

\$5,000 to come from the CO Allocation of \$1 Million for Downtown Revitalization.

Recommendation:

Staff recommends approval of this agreement with the University of Texas San Antonio Center for Urban and Regional Planning Research for the development of a Downtown Vision Plan.



RESOLUTION #2016-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND THE UNIVERSITY OF TEXAS-SAN ANTONIO RELATING TO A SPONSORED RESEARCH AGREEMENT FOR THE DOWNTOWN AREA; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (“City”) and the University of Texas-San Antonio (“UTSA”) are each pursuing research in the area of urban and regional planning; and

WHEREAS, the City’s downtown area is in need of planning design for revitalization and improvements; and

WHEREAS, UTSA has a Center for Urban and Regional Planning Research (“CURPR”) and has planning students who could benefit from real world experience like this planning design project; and

WHEREAS, the City of Kingsville and UTSA would both benefit from the university students performing the planning design work for the City for the downtown area and the design work would be for the benefit of those who live, work, and visit here; and

WHEREAS, the City is prepared to pay for the planning design work for the downtown area and UTSA has agreed to provide students and staff supervisors for this project via their CURPR; and

WHEREAS, the City Commission has previously approved similar Interlocal Agreements with the local university relating to design engineering work for various streets in town; 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 Cooperation Agreement Between the City of Kingsville and the University of Texas-San Antonio relating to a

Sponsored Research Agreement for the downtown area 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 _____
28th day of _____ March, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

SPONSORED RESEARCH AGREEMENT
Fixed Price

This Sponsored Research Agreement (the "Agreement") is made between The University of Texas at San Antonio, ("University"), an academic component of The University of Texas System ("System"), having an address at One UTSA Circle, San Antonio, Texas 78249, and City of Kingsville, with a principal place of business at 200 E. Kleberg, Kingsville, Texas 78364 ("Sponsor").

RECITALS

- A. University and Sponsor are each pursuing research in the area of urban and regional planning.
- B. Sponsor desires to collaborate with University and is willing to sponsor University's research.
- C. Sponsor desires to obtain certain rights to patents and technology resulting from the research.
- D. University is willing to collaborate and to grant certain rights to patents and technology that result from the research collaboration.

In consideration of the mutual covenants and promises herein contained, the University and Sponsor agree as follows:

1. PERIOD OF PERFORMANCE

This Agreement shall be effective as of March 1, 2016 (the "Effective Date") through and including December 31, 2016 (the "Term"). The parties may extend this Agreement for a mutually agreeable period.

2. RESEARCH PROGRAM

- a. University will use its own facilities and its reasonable efforts to conduct the research program described in Exhibit A ("Research Program") under the direction of its employee, Dr. Richard Tangum, or a successor as mutually agreed to by the parties (the "Principal Investigator").
- b. Sponsor understands that University's primary mission is education and advancement of knowledge and the Research Program will be designed to carry out that mission. The manner of performance of the Research Program shall be determined solely by the Principal Investigator. University does not guarantee specific results.
- c. Sponsor understands that University may be involved in similar research through other researchers on behalf of itself and others. University shall be free to continue such research provided that it is conducted separately and by different investigators from the Research Program, and Sponsor shall not gain any rights via this Agreement to other research.
- d. University does not guarantee that any intellectual property will result from the Research Program, that any resulting intellectual property will be free of dominance by other's rights, including rights based on inventions made by other inventors in the System independently of the Research Program.

3. COMPENSATION

- a. As consideration for University's performance, Sponsor will pay the University the fixed amount of Five Thousand Dollars (\$5,000.00). An initial payment of Two Thousand five hundred Dollars (\$2,500.00) shall be made upon execution of this Agreement, and subsequent payments shall be made as indicated in Exhibit B ("Compensation Schedule & Deliverables").
- b. Sponsor will make payments to "The University of Texas at San Antonio", referencing the Principal Investigator and Research Program title, to the following address:

The University of Texas at San Antonio
Attn: Research Service Center – Downtown
501 W. Cesar E. Chavez Blvd.
San Antonio, TX 78207

- c. The Principal Investigator may transfer funds within the budget as needed without Sponsor's approval so long as the scope of work under the Research Program remains unchanged.
- d. University shall retain title to all equipment purchased and/or fabricated by it with funds provided by Sponsor under this Agreement.

4. COMMUNICATION AND REPORTS

- a. Sponsor's designated representative for communications with the Principal Investigator shall be Jesus A. Garza, or any other person Sponsor may designate in writing to University and the Principal Investigator ("Designated Representative").
- b. The Principal Investigator will make periodic interim oral report(s) and/or informal written report(s) summarizing the work completed each year of the Research Program. The Principal Investigator shall also submit a comprehensive final report within one hundred days (120) after termination of the Agreement. The University will submit a financial report of related Research Program expenses within sixty (60) days after termination.

5. PUBLICITY

University acknowledges Sponsor may want to do an announcements to the news media regarding the partnership or research hereunder. Sponsor shall not release such materials containing the name of the University or any of its employees without prior written approval by the University. If needed, University and Sponsor agree to discuss the proposed announcement, and make every reasonable effort to develop an appropriate informational news release within the bounds of accepted academic practices. University, however, may acknowledge Sponsor's support of the Research Program in scientific or academic publications or communications without Sponsor's prior approval. In any permitted statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

6. PUBLICATION AND ACADEMIC RIGHTS

The Principal Investigator has the right to publish or otherwise publicly disclose information gained in the course of the Research Program. In order to avoid loss of patent rights as a result of premature public disclosure of patentable information, University will submit any prepublication materials to Sponsor for review and comment at least sixty (60) days prior to planned submission for publication. Sponsor shall notify University within thirty (30) days of receipt of such materials whether they describe any inventions or discoveries subject to the parties' rights under Section 8. University shall have the final authority to determine the scope and content of any publications, subject to the requirements of Section 7 of this Agreement.

7. CONFIDENTIAL INFORMATION

- a. The parties may wish to disclose confidential information to each other in connection with work contemplated by this Agreement ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information to third parties during the Term, and for a period of three (3) years from the end date of this Agreement, provided that the recipient party's obligation shall not apply to information that:
 - i. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
 - ii. is already in the recipient party's possession at the time of disclosure;
 - iii. is or later becomes part of the public domain through no fault of the recipient party;
 - iv. is received from a third party having no obligations of confidentiality to the disclosing party;
 - v. is independently developed by the recipient party; or
 - vi. is required by law, court order, or regulation to be disclosed.

- b. In the event that information is required by law, court order, or regulation to be disclosed, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law, court order, or regulation.

8. PATENTS, COPYRIGHTS, AND TECHNOLOGY RIGHTS:

- a. Title to all inventions and discoveries made solely by University inventors resulting from the Research Program shall reside in University; title to all inventions and discoveries made solely by Sponsor inventors resulting from the Research Program shall reside in Sponsor; title to all inventions and discoveries made jointly by University and Sponsor inventors resulting from the Research Program shall reside jointly in University and Sponsor. Inventorship shall be determined in accordance with U.S. Patent law.
- b. University will disclose to Sponsor any inventions or discoveries resulting from the Research Program as soon as possible after creation and reduction to practice. Sponsor shall notify University within thirty (30) days of receipt of disclosure whether:
 - i. Sponsor desires University to file patent applications on any invention, in which case Sponsor shall reimburse all University patent application filing costs, including those for patentability opinions; or
 - ii. Sponsor desires to use its own patent counsel to file patent applications, in which case Sponsor shall be directly responsible for patent application filing but shall obtain University's prior approval of counsel and of patent applications; or
 - iii. Sponsor does not desire that a patent application be filed in which case the rights to such invention shall be disposed of in accordance with University policies with no further obligation in Sponsor.
- c. With respect to inventions for which Sponsor has agreed to file patent application or to reimburse University's costs for filing patent applications, University grants Sponsor an option to negotiate an exclusive or non-exclusive, worldwide, royalty-bearing license to make, use or sell under any invention or discovery owned wholly or partly by University and made or conceived and reduced to practice during the Term of this Agreement or within six (6) months thereafter and directly resulting from the Research Program. If Sponsor elects an exclusive license, it will include a right to sublicense with accounting to University. Sponsor shall have three (3) months from disclosure of any invention or discovery to notify University of its desire to enter into such a license agreement, and the parties shall negotiate in good faith for a period not to exceed six (6) months after that notification, or such period of time as to which the parties shall mutually agree.
- d. If Sponsor and University fail to enter into an agreement during such period of time, the rights to such invention or discovery shall be dealt with in accordance with University policies with no further obligation to Sponsor.
- e. Under University policy, University investigators own copyright in their scholarly works. Scholarly works resulting from the Research Program are not subject to the terms of this Section 8.

9. INDEMNIFICATION

- a. Sponsor agrees to indemnify and hold harmless System, University, their Regents, officers, agents and employees from any liability, loss, or damage they may suffer as a result of claims, demands, costs, or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by Sponsor of the results obtained from the activities performed by University under this Agreement; provided, however, that the following is excluded from Sponsor's obligation to indemnify and hold harmless:
 - i. the negligent failure of University to substantially comply with any applicable governmental requirements; or
 - ii. the negligence or willful malfeasance of any Regent, officer, agent, or employee of University or System.
- b. Both parties agree that upon receipt of a notice of claim or action arising out of the Research Program, the party receiving such notice will notify the other party promptly. Sponsor agrees to provide attorneys, at its

own expense, to defend against any actions brought or filed against University, System, their Regents, officers, agents, and/or employees with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed; and subject to the statutory duty of The Texas Attorney General, University agrees to cooperate with Sponsor in the defense of such claim or action.

10. INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

11. TERMINATION

- a. This Agreement may be terminated prior to the above stated expiration date by means of a signed written agreement of both parties.
- b. In the event that either party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day period.
- c. Termination of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, Sponsor shall pay University for all reasonable expenses incurred or committed to be expended as of the effective termination date, including salaries for appointees for the remainder of their appointment.
- d. Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

12. EXPORT CONTROL

- a. It is understood that both parties are subject to U.S. laws and regulations controlling the export of certain items, commodities, defense articles, Confidential Information, proprietary technical data or source code, collectively hereafter referred to as "Items." Each party is obligated to comply with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). Prior to providing any Items which are subject to U.S. export laws and regulations, and prior to furnishing any Items where oral instruction or inspection may disclose technical data subject to such export controls, the disclosing party shall notify receiving party's export control officer in writing of the Items and applicable export controls. Receiving party shall have the right to decline or limit the receipt of such Items, and any task requiring receipt of such Items. The transfer of Items may require a license from the cognizant agency of the U.S. government. The parties agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement.
- b. For cases whereby University is the Receiving Party, recipients of Confidential Information disclosed to University for the purposes hereunder may include, but are not limited to, the individual person(s) identified in the attached Exhibit C ["Acknowledgement Of Contact Person for The University Of Texas at San Antonio (UTSA)"].

13. EXHIBITS

- a. Exhibits A, B and C are incorporated herein and made a part of this Agreement for all purposes.
- b. In the event of any direct conflict between the terms and conditions of this Agreement and any document referenced herein or any Exhibit, the terms of this Agreement shall control.

14. GENERAL

- a. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that subject to the approval of University, which may not be unreasonably withheld, Sponsor may assign this Agreement to any purchaser or transferee of all or substantially all of Sponsor's assets or stock upon prior written notice to University, and University may assign its right to receive payments hereunder.
- b. This Agreement constitutes the entire and only agreement between the parties relating to the Research Program, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by duly authorized representatives of the parties.
- c. Any official notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, or by a recognized overnight courier, addressed as follows:

in the case of University to:

The University of Texas at San Antonio
Attn: Crystal Smith, Director
Research Service Center – Downtown
501 W. Cesar E. Chavez Blvd.
San Antonio, Texas 78207

or in the case of Sponsor to:

City of Kingsville
200 E. Kleberg
Kingsville, Texas 78264
Jesus A. Garza
City Administrator
361-565-8002 (Phone)
361-595-8024 (Fax)

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision.

Other communications regarding the day-to-day administration and operation of this Agreement shall be mailed (or otherwise delivered), and addressed as follows:

in the case of University to:

The University of Texas at San Antonio
Attn: Crystal Smith, Director
Research Service Center – Downtown
501 W. Cesar E. Chavez Blvd.
San Antonio, Texas 78207

or in the case of Sponsor to:

City of Kingsville
200 E. Kleberg
Kingsville, Texas 78264
Jesus A. Garza
City Administrator
361-565-8002 (Phone)
361-595-8024 (Fax)

- d. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

CITY OF KINGSVILLE, TEXAS

By _____
Cory R. A. Hallam, Ph.D.
Chief Commercialization Officer

By _____
Jesus A. Garza
City Administrator

Date: _____

Date: _____

EXHIBIT A

Research Program

A. Scope of Study

The study would result in the development and presentation of a planning analysis adequate in scope to serve as a guide for the future development of the Kingsville Downtown District.

B. Services of UTSA Center for Urban and Regional Planning Research (CURPR)

1. Identify and evaluate past and current planning studies related to the Downtown District.
2. Photograph and analyze the buildings and blocks within the Downtown District.
3. Evaluate the streetscape within the District and provide recommendations for improvement.
4. Meet with Kingsville city officials to discuss the needs of the District.
5. Conduct a Strength, Weakness, Opportunities, and Threats (SWOT) with stakeholders in the City (businesses and residents)
6. Document and evaluate land uses within the Downtown District.
7. Develop a three dimensional vision concept model for the Downtown District.
8. Evaluate the planning and design impact of existing land uses and vehicular and pedestrian traffic patterns within the Downtown District.
9. Develop community input and review of findings and recommendations through periodic reports to City Council.
10. Develop recommendations on alternative future planning, design, and control options for the Downtown District.
11. Identify specific projects and actions that could be undertaken to support orderly growth and Development of the Downtown District.
12. Prepare a summary report of the findings.
13. Present the study to the City of Kingsville.

C. Services of the Client

1. Provide available maps and plans of the Kingsville Downtown District.
2. Provide information on the intended uses of the buildings.
3. Provide any available photos or other special material which would be useful to CURPR.

D. Time for Completion

All services will be completed by December 31, 2016

EXHIBIT B

Compensation Schedule & Deliverables

| | |
|----------------------|---|
| Compensation: | \$ 2,500 upon contract execution \$ 2,500 upon receipt of deliverables |
| Deliverables: | See Exhibit A |

EXHIBIT C

Acknowledgement Of Contact Person for The University Of Texas at San Antonio (UTSA):

I have read the Agreement and its Terms and Conditions and understand my obligations, including that if any Confidential Information to be exchanged is export-controlled, I will consult with the UTSA Office of Research Integrity (ORI) *before* any export-controlled Confidential Information is disclosed. As the UTSA Contact Person, I agree I will not take possession or control of any export-controlled Confidential Information without prior approval from ORI, which is the UTSA office responsible for export controls compliance. I will not ever access, use, file, store, or maintain export-controlled Confidential Information related to this contract on any computer or other electronic medium that I personally own, and I will only use UTSA facilities, including physical desk or file storage and/or computer hard disks and/or other electronic medium owned or maintained by UTSA, to file, store, or maintain export-controlled Confidential Information after obtaining approval from ORI.

Signature: _____

Printed Name: Dr. Richard Tangum

Date: _____

Title: Director, CURPR

Are you a citizen or permanent resident of the U.S.? Yes No

Additional UTSA Individual Acknowledgement: To be signed by each additional UTSA individual with access to the Confidential Information of another party.

Complete below or if not applicable, check here: "Not applicable at this time"

I have read the Agreement and its Terms and Conditions and understand my obligations, including that if Confidential Information to be exchanged is export-controlled, I will consult with the UTSA Office of Research Integrity named above and *before* the disclosure of any export-controlled Confidential Information. As a UTSA individual with access to the export-controlled Confidential Information, I agree I will not use UTSA facilities, including physical desk or file storage and/or computer hard disks and/or other electronic medium owned or maintained by UTSA, to file, store, or maintain export-controlled Confidential Information without prior approval from ORI, which is responsible for export controls compliance.

Signature: _____

Signature: _____

Printed name: _____

Printed name: _____

Are you a citizen or permanent resident of the U.S.? Yes No

Are you a citizen or permanent resident of the U.S.? Yes No

Signature: _____

Signature: _____

Printed name: _____

Printed name: _____

Are you a citizen or permanent resident of the U.S.? Yes No

Are you a citizen or permanent resident of the U.S.? Yes No

AGENDA ITEM #12

RESOLUTION #2016-_____

A RESOLUTION HONORING THE COASTAL BEND COUNCIL OF GOVERNMENTS ON ITS 50th ANNIVERSARY.

WHEREAS, The Coastal Bend Council of Governments is a volunteer association of local governments, including 32 cities and 11 counties, and other public and private entities; and

WHEREAS, the Coastal Bend Council of Governments is one of 24 regional COGs serving the State of Texas which were authorized by the Texas Regional Planning Act of 1965; and

WHEREAS, the Coastal Bend Council of Governments was formed in March 1966 to provide a cost-effective way to plan, coordinate and implement regional projects and provide technical assistance within the region; and

WHEREAS, the Coastal Bend Council of Governments is a designated Area Agency on Aging, an Economic Development District, a designated water quality management agency and provides regional solid waste management planning, coordination, and implementation of projects; and

WHEREAS, the Coastal Bend Council of Governments also delivers Criminal Justice services, Emergency Communications (9-1-1) planning and implementation, and Department of Homeland Security services; and

WHEREAS, numerous advisory committees are integral to the program work performed by the Coastal Bend Council of Governments; and

WHEREAS, the Coastal Bend Council of Governments is staffed by approximately 25 dedicated individuals, many of whom have devoted decades to the mission and goals of the Council of Governments, including four employees who have a combined 175 years of experience - John Buckner (45 years), Frank Garcia (43 years), Richard Bullock (43 years), and Betty Lamb (43 years).

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

I.

THAT the City of Kingsville hereby honor the Coastal Bend Council of Governments on its 50th anniversary and express its sincere appreciation to Coastal Bend Council of Governments and its dedicated employees for their years of public service and extend best wishes for continued success in their important work.

II.

THAT an official copy of this resolution be prepared for the Coastal Bend Council of Governments as an expression of high regard by the City of Kingsville.

III.

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 28th day of March, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #13



**KINGSVILLE SPECIALIZED CRIMES
AND NARCOTICS TASK FORCE**

P. O. BOX 213

KINGSVILLE, TEXAS 78364

tfadmin@kingsvilletaskforce.com

(361) 595-5778

Fax (361) 595-5781



TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Guillermo Vera, Commander *GV*

DATE: March 23, 2016

SUBJECT: Requests for Counterdrug Support

Summary:

This item requests the support of National Guard Personnel to help in intelligence and case support for the Kingsville Task Force (KTF) and the Kingsville Police Department (KPD) during the remaining duration of the current fiscal year, (October 1, 2015 – September 30, 2016) within Kingsville and around Kleberg County.

Background:

The Texas Military Forces Joint Counterdrug Task Force is offering the management and use of National Guard Personnel for operational support to the Kingsville Task Force's and the Kingsville Police Department's counterdrug missions.

Financial Impact:

The City of Kingsville's Task Force and Police Department will not assume any financial responsibility for the assistance provided by the Texas Military Forces Joint Counterdrug Task Force. All military personnel serve on full time National Guard duty and receive all related salaries, allowances and benefits.

Recommendation:

We believe the support of National Guard Personnel to assist in intelligence and case support for the remaining of the current fiscal year would be beneficial to both the Kingsville Task Force's and the Kingsville Police Department's local counterdrug activities. We request this item be placed on the Regular City's Commissioners Court Agenda for Monday March 28, 2016.



Texas Military Forces Joint Counterdrug Task Force Support Request Form (Detailed Instructions On Second Page)

NGTX-JCD
COL Suzanne Adkinson
P.O. Box 5218
Austin, TX 78763-5218



Agency Information

1. Requesting Agency: 2. Agency Type: Federal State Local Multi
(Select One)

3. Name and title of requesting official: 4. Date:

5. Phone number: 6. E-mail Address:

7. Supporting Agency(ies):
(Enter all that apply/ Separate with comma)

Position Information

8. Category of support requested: **Note: Only one category per Support Request Form (Select One)*

| | | | | | |
|---|--|---|---|--|---|
| <input type="radio"/> 2A Linguist Support | <input type="radio"/> 2G CTF Support | <input type="radio"/> 2E Crackdown | <input type="radio"/> 4A LEA Training | <input type="radio"/> 5B Aerial Recon Army | <i>Find Congressional District Here</i> |
| <input type="radio"/> 2B ICAS Support | <input type="radio"/> 2H Map and Imagery | <input type="radio"/> 3A Eradication | <input type="radio"/> 5A Ground Recon | <input type="radio"/> 6C Coalition Support | |
| <input type="radio"/> 2D Communications | <input type="radio"/> 9A Ringgold | <input type="radio"/> 3B Transportation | <input type="radio"/> 5B Aerial Recon Air | <input type="radio"/> Other | |

9. Support location: Street Address: City: Zip: Cong. Dist:
(10, 11, 12, 13 and 14 only apply to Year Long support)

10. How many personnel are you requesting for the category selected above?

11. Names of National Guard Personnel Assigned: **Note: Do not include temporary hires*

12. If you are currently receiving support for this mission, how many personnel are assigned? **Note: Do not include temporary hires*

13. Security Clearance Required: *(Select One)* None NCIC/TCIC Secret Top Secret

14. Foreign Language Required: *(Select One)* Yes No
If Yes: *(Select all that apply)* Read Write Speak
What language?

15. Position Supported Is: *(Select One)* Non HIDTA Funded HIDTA Funded
(Skip to Step 18) (Go To Step 16)

16. Which HIDTA does it fall under? *(Select One If Applicable)* Houston SWB South Texas SWB North Texas Texoma

17. Which HIDTA Initiative?

18. Does Non HIDTA funded agency participate with HIDTA? Yes No

Support Description

19. Dates of support requested: From: To: 20. Have you coordinated support with element requested? Yes No

21. Briefly describe drug nexus: *(Do not state LEA Sensitive information)*

22. Name and title of main point of contact:

23. Phone number: 24. E-mail Address:

Duty Description

25. List the anticipated daily activities of the requested individual and any specific knowledge or skills required. Attach a continuation sheet if more space is needed.
[If the Agency needs to deviate significantly from these descriptions in the future, the requesting official or his/her designated official must contact their Texas Military Forces Joint Counterdrug Task Force Component OIC or the JCDTF Operations Section at (512) 782 - 6262 prior to doing so.]

Legal Restrictions on National Guard Support

26. National Guard Personnel will NOT -

- * Participate in real time transcription or translation of oral or wire intercepts.
- * Participate in direct contact with suspects during investigative or interrogative interviews.
- * Participate in surveillance directed against specific U.S. persons; physical collection of evidence; pursuit or arrest of individuals; or search and seizures.
- * Become involved in the evidentiary chain of custody.
- * Store or maintain law enforcement agency (LEA) / case related information outside of an LEA facility.

Requesting Official Signature

By signing below, the requesting official agrees to the job description, to follow the legal restrictions, and to disseminate this information to the law enforcement supervisors of National Guard personnel.

Signature of requestor: Date:



Texas Military Forces Joint Counterdrug Task Force Support Request Form

NGTX-JCD
COL Suzanne Adkinson
P.O. Box 5218
Austin, TX 78763-5218



INSTRUCTIONS TO COMPLETE SUPPORT REQUEST FORM

1. Requesting Agency: Enter specific Law Enforcement Agency/Community Based Organization requesting support. Include specific department.

(e.g. CID, MDS, CLAVE, Narcotics; If JTF-North Support Request enter JTF-North or JTF-North ISO CBP)

If HIDTA, enter Major HIDTA and Law Enforcement Agency National Guard member is physically located.

(e.g. Houston HIDTA / DEA MDS; South Texas HIDTA / USMS)

2. Agency Type: Choose One (1) to determine agency or agencies participating in investigations.

3. Name and Title of Requesting Official: Name of LEA/CBO direct supervisor.

4. Date: Date submitting request.

5. Phone Number: LEA/CBO direct supervisor phone number.

6. E-Mail Address: LEA/CBO direct supervisor e-mail address.

7. Supporting Agency: Enter any supporting law enforcement agency that is assisting.

(If JTF-North Support Request enter agency JTF-North is supporting)

8. Category of Support Requested: Choose One (1) support type requested per support request form.

9. Support location: Street Address: City: Zip: Congressional District: Enter specific address and Congressional District of duty location where National Guard personnel will be assigned.

www.fyi.legis.state.tx.us/address.aspx Only add Texas U.S. Representatives Congressional District

The following questions (10, 11, 12, 13 and 14 only) only pertain to Year Long support.

10. How many personnel are you requesting for the category selected above? Enter desired amount of National Guard personnel requested for the support type requested.

11. If you are currently receiving support for this mission, how many personnel are assigned? Enter number of National Guard personnel currently assigned to LEA/CBO.

12. Names of National Guard Personnel Assigned: Enter Rank, First and Last Name(s) of National Guard personnel currently assigned to LEA/CBO.

13. Security Clearance Required: Choose One (1) security clearance type if clearance is required.

14. Foreign Language Required: If a foreign language is required, choose all tasks needed and what language is required.

15. Position Supported Is: Choose whether LEA/CBO is HIDTA Funded or Non-HIDTA Funded. HIDTA Participating is not HIDTA Funded. Only choose HIDTA Funded Agency if LEA/CBO is actually funded by HIDTA by a HIDTA Initiative. If Non-HIDTA Funded, Skip to Step 18.

16. Which HIDTA does it fall under? Only if a HIDTA Funded Agency, Choose One (1) major HIDTA in which your HIDTA Funded Agency falls under.

17. Which HIDTA Initiative? Only if a HIDTA Funded, Choose One (1) HIDTA Funded Initiative which funds the HIDTA Funded within the drop down menu. Be sure to choose only the Initiative within the major HIDTA your HIDTA Funded falls under. If HIDTA Initiative is not located in the drop down menu, please write in initiative and provide documentation showing initiative exists. Initiatives pulled from HIDTA Watch Center 311 dated April 2011.

18. Does Non HIDTA funded agency participate with HIDTA? If your Non-HIDTA Funded does or does not participate in HIDTA file sharing, etc using HIDTA databases, etc then choose Yes or No.

19. Dates of support requested: Enter the dates using the calendar of support days requested.

20. Have you coordinated support with element requested? Choose Yes or No to if your agency has coordinated support with requested element (e.g. SOD, CDAE or RC-26).

21. Briefly describe drug nexus: (Do not state LEA sensitive information): Describe the drug nexus which Texas National support is requested. Ensure you do not provide LEA sensitive information.

22. Name and Title of main point of contact: Provide the name of the lead case officer that will be the main point of contact for requested support.

23. Phone Number: Provide the phone number of the lead case officer that will be the main point of contact for requested support.

24. E-Mail Address: Provide the e-mail address of the lead case officer that will be the main point of contact for requested support.

25. List the anticipated daily activities of the requested individual and any specific knowledge or skills required. Include all daily activities to duty description that National Guard members will be completing.

26. National Guard Personnel will NOT - List of items and tasks National Guard personnel that are unauthorized and legally not allowed to accomplish.

Requesting Agency/Organization Letterhead

TO: COL Suzanne D. Adkinson
Commanding
Texas Counterdrug Task Force
P.O. Box 5218
Austin, Texas 78763-5218

Request Date

FROM: Law Enforcement Agency or Community Based Organization
Name and Title of Requestor
Address

REQUEST FOR COUNTERDRUG SUPPORT

A brief narrative of the Counterdrug mission category requested. Be as specific as possible by stating which support category is requested (i.e. intelligence and case support). Each request must include the following, as a minimum:

- 1. Agency Mission or Organization Event to be supported**
- 2. Support Type**
 - Intelligence and case support
- 3. Drug Nexus.** Request must include a stated and clear direct drug nexus (i.e. ongoing narcotics investigation, drug trafficking,). Providing drug nexus is critical to receive requested support.
- 4. Duration of support.**
 - Year long missions are usually 1 October through 30 September
- 5. Location of support.** Provide specific location of the mission or event
- 6. Point of Contact.** Name, telephone numbers, fax number and email address

Signature of Responsible Official
Printed name of Responsible Official

RESOLUTION #2016-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS JOINT COUNTERDRUG TASK FORCE AND THE KINGSVILLE POLICE DEPARTMENT AND SPECIALIZED CRIMES AND NARCOTICS TASK FORCE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville Task Force was approached by the Texas Military Forces Joint Counterdrug Task Force about personnel support to help in intelligence and case support for the Kingsville Task Force and the Kingsville Police Department for the remainder of this fiscal year (September 30, 2016) for their counterdrug missions;

WHEREAS, the City of Kingsville will not assume any financial responsibility for the assistance provided by the Texas Military Forces Joint Counterdrug Task Force personnel and it is anticipated that one person would be placed with each group;

WHEREAS, the personnel to be provided would assist in intelligence and case support for the remainder of the current fiscal year and would be beneficial to both the Kingsville Task Force's and the Kingsville Police Department's local counterdrug activities.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Memorandum of Understanding between the Texas Joint Counterdrug Task Force and the Kingsville Police Department and the Specialized Crimes and Narcotics Task Force, 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
28th day of March, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



TEXAS MILITARY FORCES
Joint Force Headquarters
Joint Counterdrug Task Force
Post Office Box 5218
Austin, Texas 78763-5218
512-782-5670

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TEXAS JOINT COUNTERDRUG TASK FORCE
AND
ENTER YOUR AGENCY HERE

SUBJECT: Memorandum of Understanding for Operational Support from the Texas Joint Counterdrug Task Force

1. REFERENCES:

- a. NGR 500-2/ANGI 10-801, National Guard Counterdrug Support, 29 Aug 08
- b. The Texas Governor's Counterdrug State Plan, Fiscal Year 2016
- c. Title 32, United States Code §112, National Guard Drug Interdiction and Counter-Drug Activities, 3 Jan 12
- d. Title 32, United States Code §502(f), National Guard Training or Other Duty in Addition to Drill and Annual Training

2. PURPOSE: This Memorandum of Understanding (MOU) establishes the framework for management and use of the Texas Military Forces (TXMF) Joint Counterdrug Task Force (JCDF) for operational support of Law Enforcement Agency (LEA) or Community Based Organization (CBO) counterdrug (CD) missions. In general, the Texas Military Forces will provide CD support to Federal, State, and local law enforcement agencies when requested in writing, subject to funding, and when a drug nexus is apparent. The State CD Coordinator (CDC) agrees to provide support to LEA CD operations and to work collaboratively to ensure continued support of law enforcement operations that are integral to the Governor's State CD Plan. This MOU defines the responsibilities of the CDC and the LEAs or CBOs and the lines of communication between the CDC in areas that include personnel, funding, training, operations, and logistics. It recognizes the roles and responsibilities of all respective and related parties or agencies. It is understood among the parties to this agreement that any Agency requests for National Guard (NG) assistance may include multi agency, Federal, State, and/or local cooperative law enforcement efforts. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. Furthermore, this MOU is not intended to nor may it be used to supersede existing

SUBJECT: Memorandum of Understanding for Operational Support from the Texas Joint Counterdrug Task Force

Federal or State laws, Department of Defense, Department of the Army or National Guard Bureau (NGB) Regulations.

3. BACKGROUND AND AUTHORITY: 32 USC § 112 provides the statutory authority for the NG CD Program and the approved plans for the State of Texas. Consistent with the direction and guidance of the Office of the Secretary of Defense (OSD) and the Office of National Drug Control Policy (ONDCP), the Texas JCDFTF develops the Governor's State Plan for JCDFTF support. It is signed by the Governor and Attorney General, reviewed by the NGB, coordinated with U.S. Army North Command, and approved by the Office of the Secretary of Defense. The approval of the plan constitutes authority to utilize appropriated CD funds and requires accountability for the use of those funds. Various actions take place following the OSD approval of the Governor's State CD Plan resulting in the allocation of funds for the NGB to the Texas NG for personnel, operational tempo, and training to support LEA CD operational missions. This MOU is entered into by the Texas JCDFTF pursuant to the authority contained in NGR 500-2/ANGI 10-801, Title 32, United States Code §112, Title 32 United States Code §502(f), and the Texas Governor's CD State Plan.

4. PERIOD OF MOU: This MOU is effective for the following period:

Start Date: 1 March 2016 End Date: 30 September 2016

5. DRUG NEXUS: By executing this MOU, the supported LEA certifies that JCDFTF personnel will be engaging only on projects or operations that have a CD nexus.

6. TERMINOLOGY:

a. Commander means the senior responsible officer appointed by the Adjutant General of Texas to command the JCDFTF.

b. CBO is the supported organization entering into this MOU with the JCDFTF.

c. Drug Nexus means a connection, link or tie of illegal drugs or narcotics with actual or suspected criminal activity.

d. Exigent Circumstances are circumstances in which immediate action is necessary to protect police officers, NG personnel or other persons from injury, to prevent loss or destruction of evidence, or to prevent the escape of a suspect already in custody. Under exigent circumstances, JCDFTF personnel may use an appropriate level of force as defined in the JCDFTF Rules for the Use of Force (RUF).

e. LEA or Agency is defined as the supported agency entering into this MOU with the JCDFTF.

f. Task Force Member refers to a Soldier or Airman assigned to JCDFTF.

SUBJECT: Memorandum of Understanding for Operational Support from the Texas Joint Counterdrug Task Force

g. JCDTF refers to Texas NG Soldiers and Airmen on Full Time NG Duty CD orders in support of the CD Support Program.

h. TXMF includes the Texas Army NG and Texas Air NG, operating pursuant to Title 32 of the United States Code and under the Command and Control of the Adjutant General of Texas.

7. PLANNED DEPLOYMENT OF PERSONNEL AND EQUIPMENT:

a. Personnel:

(1) Request for Support: As the NG is not a LEA any involvement of the NG in support of drug law enforcement must be in response to a law enforcement agency request for support.

(2) Support Role: It is clearly understood by both parties to this agreement that NG personnel are not sworn police officers and those personnel who are assigned to work with the LEA are assigned in a support role.

b. Equipment:

(1) The loan of NG equipment to the LEA will be in accordance with NGR 500-2/ANGI 10-801, paragraph 7-10, 32 USC § 112 and any other applicable NG regulations to include: 10 USC § 2667, Leases: non-excess property of military departments and Defense Agencies, 15 Jan 13; AR 700-131, Loan, Lease, and Donation of Army Material, 23 Aug 04; AFMAN 23-110, CD Basic USAF Supply Manual, 1 Apr 02; and DoDI 1225.6, Equipping the Reserve Forces, 16 May 12.

(2) All loans of equipment will be documented in writing with at least the following information: full description of the item(s); condition at the time of the loan; length of time of the loan; location to which the item is to be returned.

(3) Each party to this agreement will contact the other party as soon as possible to report any damage caused to loaned equipment.

(4) Unless contrary to law or regulation, each party agrees to be financially responsible for any damage to the equipment of the other party, caused by the borrowing party's personnel, whether through negligent conduct or willful misconduct.

8. REPORTING PROCEDURES:

a. CD personnel will ensure statistical results are input into Full Time Support Management Control System for inclusion in required reports/records.

SUBJECT: Memorandum of Understanding for Operational Support from the Texas Joint Counterdrug Task Force

b. The NG will maintain compliance with Intelligence Oversight and Operational Security on all reporting in accordance with NGR 500-2/ANGI 10-801.

c. Information provided to the NG by the LEA will not be released to non-Department of Defense sources unless in accordance with supported duties in the task force and approved by the custodian of the information.

9. COMMAND AND CONTROL AND LINES OF COMMUNICATION:

a. All JCDF personnel will be under the command and control of the JCDF Commander at all times. The supported LEA will notify the JCDF Commander immediately in the event that any JCDF personnel are missing, injured or suspected of any act of misconduct. JCDF personnel may be recalled at any time due to emergencies or other operational necessities. The JCDF Commander has the sole discretion to approve or deny modifications to an approved LEA supported request. JCDF personnel may be recalled for a mission of higher priority, necessary military training or deployments.

b. NG personnel will be under the direct supervision of the supported agency for all assigned duties. NG members will also maintain a military chain of command through JCDF. The military chain of command will take precedence at all times.

c. The NG chain of command will handle all personnel management processes.

d. This MOU is not intended to circumvent existing lines of communication between the principal staff and the chain of command as established by The Adjutant General. However, matters of routine nature that can be addressed within the context of this MOU may be communicated directly between the CDC and the LEA. Issues requiring policy, regulatory change, or resource allocation shall be addressed to The Adjutant General through the normal staffing process.

10. SCOPE OF OPERATIONS:

a. The Texas NG will support law enforcement CD operations with selected assets consistent within law, OSD directives, regulations, and the Governor's State CD Plan. Based on priorities established by ONDCP and missions approved by OSD, the Governor's State CD Plan provides the framework within which support to LEA CD missions is accomplished. Definitions of missions contained within that framework are detailed in NGR 500-2. All missions performed by Texas NG personnel must fall within one of the missions approved in the Governor's State CD Plan.

b. JCDF personnel will operate in accordance with an LEA support request approved by the JCDF Commander. Requests to perform missions that are not on the

SUBJECT: Memorandum of Understanding for Operational Support from the Texas Joint Counterdrug Task Force

OSD approved mission list must be submitted through the NGB J32 to the OSD for approval in the Texas Military Forces approved State Plan.

c. JCDF personnel may be asked to review requests for information from Geographic Combatant Commands and subordinate commands. JCDF requests that the LEA support these requests as necessary consistent with the law and in accordance with LEA policy. The LEA's rules for dissemination will be implemented at all times. This supports a whole of government approach to counter threats to U.S. National Security posed by drug smuggling and other illicit activities while balancing limited Department of Defense resources

11. FORCE PROTECTION AND USE OF FORCE:

a. Prior to beginning the mission, the supported LEA will provide the JCDF with all known information regarding potential or actual threats and hazards to personnel and equipment. The JCDF personnel will operate under and comply with the RUF established by the JCDF Commander. Only JCDF personnel specifically authorized by the Commander shall be armed. Each agency will follow its own agency policy concerning firearms discharge and use of deadly force. JCDF members should not be placed into situations that could be life threatening since they have not received the appropriate law enforcement training for this type of situation.

b. JCDF members have the right to use force only in exigent circumstances as defined above. The Task Force Member may only use the amount of force necessitated by the established RUF.

12. PUBLIC AFFAIRS:

a. Information released to the media concerning NG assistance to a LEA or NG participation in drug law enforcement missions will be coordinated between the Agency and NG public affairs/information officers. Participating NG personnel or specific units will not be identified by name, address or photograph unless cleared through the JCDF Commander who will be responsible for obtaining a release through applicable NG channels.

b. The lead party for the dissemination of information will be the LEA and therefore members of the NG will refer all questions from the media to the Agency for reply. The NG public affairs office may provide guidance on issues specific to the NG as appropriate.

c. NG members in duty status will not be interviewed by the media without NG approval and consultation with the LEA.

13. SAFETY: The safety of NG CD personnel is the primary concern of the JCDF Commander and staff and will be emphasized in the planning and during all operations

SUBJECT: Memorandum of Understanding for Operational Support from the Texas Joint Counterdrug Task Force

involving CD personnel. The successful accomplishment of all CD support missions with minimum risk will be the main goal. CD personnel will adhere to the JCDF Commander's safety policy at all times. NG members shall not knowingly be sent or directed to enter a hostile environment where there is a probability of encountering life threatening situations or direct contact with suspects.

14. WARRANTS/PERMITS LEGAL REQUIREMENTS: The supported LEA shall ensure that all legal requirements, including obtaining warrants or necessary permits, are fulfilled. The supported LEA recognizes that JCDF personnel may not engage in any activity that law enforcement officers are prohibited from conducting. NG personnel will not be utilized or participate in any unauthorized surveillance activities. Information or data obtained by the NG, as a result of work done in support of the LEA, will be passed on immediately as obtained to the LEA and will not be stored or maintained by NG personnel or in NG facilities. Procedures to be utilized for reporting such information will be established by the Agency in accordance with internal practices and procedures. The Agency will be responsible for follow-up on any such information. Information gathered by members of the NG will be given adequate classification consideration.

15. ARREST, SEARCHES, SEIZURES AND EVIDENCE:

a. JCDF personnel will not directly participate in law enforcement activities such as arresting or conducting searches of individuals or private property. JCDF personnel are further prohibited from direct involvement in seizures or the chain of custody concerning any evidence seized by LEA officials.

b. All intelligence activities authorized to be performed by JCDF personnel shall be strictly limited to support of LEA CD operations. Other than intelligence support authorized in conjunction with LEA CD operations, NG personnel shall not collect, retain, or disseminate intelligence on U.S. persons, or store LEA intelligence products in NG facilities or databases. Absent exigent circumstances, JCDF personnel shall not participate in the apprehension of suspects or search of any property.

c. JCDF personnel will not be deputized or cross-designated with Title 21 investigative authority.

16. SUBPOENAS OR OTHER ORDERS TO APPEAR: The supported LEA will immediately notify JCDF personnel in the event that they are subpoenaed or otherwise ordered to appear in any court. JCDF personnel will report such order to appear in court to their respective JCDF Commander. If JCDF personnel are ordered to appear in court, the supported LEA will assist the JCDF personnel to obtain pre-trial counsel and preparation from the prosecuting attorney responsible for the case.

17. DUTY HOURS, UNIFORM WEAR & WORK SCHEDULES: Duty hours and work schedules shall be in accordance with the LEA support request. All JCDF personnel are required to perform additional military duties as part of their regular NG unit.

SUBJECT: Memorandum of Understanding for Operational Support from the Texas Joint Counterdrug Task Force

Accordingly, JCDF personnel will be required to attend Inactive Duty Training (drill weekends) and Annual Training (two-week period). In addition, all JCDF personnel are authorized thirty (30) days of leave per year, as approved by the JCDF Commander. Personnel will wear appropriate military uniforms while performing CD support duty unless this requirement has been explicitly waived by the Adjutant General or his designated representative.

18. WORK SPACE REQUIREMENTS: The supported LEA will provide parking, appropriate work space and use of communication equipment (including phone, fax, personal computer and internet/email capabilities) for JCDF personnel.

19. LEA FUNDING: This MOU is not an obligation or commitment of funds nor a basis for transfer of funds. Even where one party has agreed (or later does agree) to assume a particular financial responsibility, written agreement must be obtained before incurring an expense expected to be assumed by another party. All obligations of and expenditures by the parties are subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

20. SALARIES & BENEFITS: All JCDF personnel serve in military status on full time NG duty. As such, the TXMF will pay all related salaries, allowances and benefits for JCDF personnel. The supported LEA shall not pay any monetary bonus or other award to any JCDF personnel without the advanced approval of the JCDF Commander.

21. ASSET FORFEITURE SHARING: The supported LEA agrees that the TXMF may participate in asset forfeiture sharing. The TXMF will submit an application for a respective share, based upon the level of participation, in an investigation resulting in the seizure and subsequent forfeiture of assets. All forfeiture sharing shall be in accordance with applicable laws governing the disposition of forfeited assets.

22. LIABILITIES:

a. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel. In the event that a civil claim or complaint is brought against JCDF personnel he/she may request legal representation and/or defense by the Law Enforcement Agency under the circumstances and pursuant to applicable statutes and regulations. The Law Enforcement Agency (LEA) cannot guarantee the United States will provide legal representation or indemnification to any Federal, State, or local law enforcement officer or employee.

b. The Agency acknowledges that the United States of America is liable for the negligent or wrongful acts or omissions of its agents and employees while acting within

SUBJECT: Memorandum of Understanding for Operational Support from the Texas Joint Counterdrug Task Force

the scope of their employment to the extent permitted by the Federal Tort Claims Act, as defined in Title 28 of the U.S.C.

c. No hold harmless agreements are required in agreements between JCDF and any other Federal agencies. The Federal Government may not hold harmless a state or other jurisdiction. The CDC will contact the NG Chief Counsel (NGB-JA), through NGB-J32-CD if incidents arise with the possibility of civil liability on the part of the NG Member, the NG, or NG volunteers or when occurrence of negative judicial ruling based wholly or in part upon the conduct of NG members, or NG volunteers, including the suppression of evidence.

23. RENEGOTIATION/MODIFICATION: This MOU may be altered or otherwise modified, if done in writing. Changes to the scope of work or functions of JCDF must be approved by the JCDF Commander. Agreements must be renegotiated when laws, regulations, and/or support requirements change in such a manner that the agreement cannot be executed.

24. TERMINATION: Either party may terminate this MOU at any time by written or oral notification to the other party. If notification of termination is delivered orally, written confirmation shall follow within five (5) business days. The supported LEA recognizes that JCDF personnel may be mobilized and called to active Federal military duty as part of their normal military unit. In addition, the supported LEA understands that JCDF operations are subject to and dependent upon annual appropriated funding.

By affixing their signature to this MOU, each party affirmatively represents that they are authorized to enter into this MOU on behalf of their respective Agency.

SUZANNE D. ADKINSON
COL, MI, TXARNG
Commanding

(Date)

NAME OF SIGNING OFFICIAL
Title of Signing Official

(Date)

AGENDA ITEM #14

**City of Kingsville
City Manager's Office**

TO: Mayor and City Commissioners
FROM: Jesus A. Garza, City Manager
DATE: March 23, 2016
SUBJECT: Downtown Pavilion Improvements

Summary:

As part of the City's effort to revitalize Downtown into a destination, the pavilion area plays a critical role in Downtown vitality. The pavilion is in need of improvements and as such this action item allocates funds for its repair.

Background:

In spring of 2013 the City had the pavilion removed from HEB property and moved to its present location. At the time the City allocated funding to move the pavilion and also funding for an engineering study, clearing and grading of the lot, electrical, foundation with stained concrete and also to fix rust spots and paint the pavilion. However, the money allocated ended up not being enough to complete the entire list of items. Pending is the fixing of rust spots, painting and gutter system.

Financial Impact:

\$20,000 from HOT Fund (Tourism) Reserves. After this allocation from reserves the HOT Fund (Tourism Reserve) remains healthy with a balance of \$249,145.54.

Recommendation:

Staff recommends approval of this budget amendment allocating \$20,000 to Pavilion improvements.



ORDINANCE NO. 2016-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 TOURISM FUND BUDGET FOR IMPROVEMENTS TO THE DOWNTOWN PAVILION.

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. | Dept Name | Account Name | Account Number | Budget Increase | Budget Decrease |
|------------------------------|------------------|---------------------|-----------------------|------------------------|------------------------|
| Fund 002-Tourism Fund | | | | | |
| <u>Equity</u> | | | | | |
| 2 | | Restricted-Tourism | 61002 | | <u>\$20,000</u> |
| | | | | | <u>\$20,000</u> |
| <u>Expenses</u> | | | | | |
| 5-1071 | Tourism | Building | 71300 | \$ 20,000 | |
| | | | | <u>\$ 20,000</u> | |

[To amend the City of Kingsville FY 15-16 Budget for Tourism Fund to include improvements to the Downtown Pavilion as per the attached memo from the City Manager.]

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 28th day of March, 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

AGENDA ITEM #15

**City of Kingsville
Engineering/Public Works**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

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

DATE: March 24, 2016

SUBJECT: Acceptance of four (4) concrete benches from HEB.

Summary:

This item authorizes the City of Kingsville to accept four (4) concrete benches from Kingsville H-E-B grocery store.

Background:

On March 21, 2016, the City of Kingsville received a request from the Kingsville H-E-B grocery store wanting to donate four (4) existing concrete benches. City staff inspected the benches and they are in good condition. Public Works will pick up the concrete benches. The locations of the bench placement are to be determined.

Financial Impact:

There is no financial impact to the City of Kingsville.

Recommendation:

Staff recommends the City of Kingsville to accept the four (4) benches from Kingsville H-E-B.



