

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, NOVEMBER 13, 2017 REGULAR MEETING

**CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
6:00 P.M.**

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting - October 23, 2017

APPROVED BY:


Jesus A. Garza
City Manager

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

1. Public Hearing on an ordinance changing the zoning map in reference to Retama Park, Block 29, Lot 2, also known as 907 E. Fordyce Street, from R2-Two Family to C2-Retail District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan, Mary Mora, Applicant. (Director of Planning & Development Services).
2. Public Hearing on an ordinance amending the zoning ordinance by granting a Special Use Permit for 916 S. 14th Street in the Village Shopping Center, 1.157 acres of land out of CAD TERR, Block 1, Lot 1-6, for a poker card club, Rocky Dominguez, Jr., agent for owner Herman Olenbusch. (Director of Planning & Development Services).

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, Utilities Billing Update; Police-Communications Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update,

Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, 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 appointment of Omar Rosales to the Historical Development Board for a three-year term. (Downtown Manager).
2. Motion to approve out-of-state travel for City Commission and City Staff to the ICSC RECon Global Retail Real Estate Conference in Las Vegas, Nevada on May 20-23, 2018. (City Manager).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider introduction of an ordinance changing the zoning map in reference to Retama Park, Block 29, Lot 2, also known as 907 E. Fordyce Street, from R2-Two Family to C2-Retail District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).
4. Consider introduction of an ordinance amending the zoning ordinance by granting a Special Use Permit for 916 S. 14th Street in the Village Shopping Center, 1.157 acres of land out of CAD TERR, Block 1, Lot 1-6, for a poker card club. (Director of Planning & Development Services).
5. Consider a resolution authorizing the City Manager to enter into an Agreement for Financial Advisory Services between the City of Kingsville, Texas and Estrada Hinojosa & Company, Inc. (Purchasing Director).
6. Consider authorizing the award of RFQ#18-02 for a Utility Rate Study to HDR Engineering and authorizing staff to negotiate a contract with them, as per staff recommendation. (Purchasing Manager).
7. Discuss update on City's wastewater treatment plants. (City Manager).

8. Consider a resolution authorizing the City Manager to enter into a Commercial Real Estate Listing Agreement Exclusive Right to Sell between the City of Kingsville and Lynn Yaklin. (Purchasing Manager).
9. Consider a resolution authorizing the City Manager to enter into an Agreement for Professional Services between the City of Kingsville and Maldonado Nursery & Landscaping for Golf Course Irrigation Components Installation Services for the L.E. Ramey Golf Course. (Purchasing Manager).
10. Consider authorizing the purchase of a John-Deere backhoe for the Water Construction Department via BuyBoard, as per staff recommendation. (Public Works Director).
11. Consider authorizing the purchase of a CCTV Inspection System for the Wastewater Department via HGAC, as per staff recommendation. (Public Works Director).
12. Consider authorizing the award of a small-purchase contract for CDBG Contract #7215270 Armstrong Waterline Improvements for replacement of water valves and installation of a fire hydrant, as per staff recommendation. (Capital Projects Manager).
13. Consider approval of a change order for the Santa Gertrudis Street Improvements Project (Bid#17-17) to extend the project from Tranquitas Creek Bridge to 14th Street. (Capital Improvements Manager).
14. Consider a resolution authorizing the submission of an application to the Environmental Protection Agency for an Assessment Grant Program for the old Hospital Building at 400 E. Caesar Ave., Kingsville, Texas. (Director of Planning & Development Services).
15. Consider a resolution casting the City of Kingsville's votes for candidate Al Garcia to the Board of Directors for the Kleberg County Appraisal District. (City Attorney).
16. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 budget to include projects not completed in Fiscal Year 2016-2017. (Finance Director).
17. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 budget to reallocate funds to purchase a Genie Z60/34 boom lift for the Street Department. (Purchasing Manager).
18. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Section 5-1-56, providing for an increase in the truck rental fees. (Public Works Director).
19. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 2, Sewers, Section 74, providing for an increase in septic tank or liquid waste disposal rates and adding sludge disposal rates. (Public Works Director).
20. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3, Section 52, providing for an increase in water tapping charges and adding water boring tap charges. (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 citizen's comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

NOTICE

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AGENDA – KINGSVILLE CITY COMMISSION
NOVEMBER 13, 2017

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551-076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

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

November 8, 2017 at 3:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

Mary Valenzuela

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

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

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

MINUTES OF PREVIOUS MEETING(S)

OCTOBER 23, 2017

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, OCTOBER 23, 2017 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 6:00 P.M.

CITY COMMISSION PRESENT:

Sam Fugate, Mayor
Edna Lopez, Commissioner
Arturo Pecos, Commissioner
Al Garcia, Commissioner

CITY COMMISSIN ABSENT:

Noel Pena, Commissioner

CITY STAFF PRESENT:

Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Tom Ginter, Director of Planning & Development Services
Sharam Santillan, Capital Projects Manager
Emilio Garcia, Health Director
Jason Alfaro, Parks & Rec Director
Nora Martinez, Administrative Assistant
Derek Williams, Systems Specialist
David Solis, Risk Manager
Bill Donnell, Public Works Director
Charlie Sosa, Purchasing Manager
Ricardo Torres, Police Chief
Adrian Garcia, Fire Chief
Susan Ivy, Parks Manager
Deborah Balli, Finance Director
Leo Alarcon, Tourism Director
Israel Vasquez, Facility Maintenance Manager
Roel Cavazos, Fire Marshall
Cynthia Martin, Downtown Manager

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 6:00 P.M. with four Commission members present. Commissioner 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 - October 9, 2017

Motion made by Commissioner Lopez to approve the October 9, 2017 minutes as presented, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Lopez, Garcia, Fugate voting "FOR". Pecos "ABSTAINED".

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

None.

III. Reports from Commission & Staff.²

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

Mrs. Alvarez reported that the next City Commission meeting is scheduled for Monday, November 13, 2017; agenda items for this meeting are due by Friday, November 3, 2017. Alvarez also reported that the City of Kingsville will be hosting its Annual Safe Trick-or-Treat Festival on Friday, October 27, 2017 from 4:00 P.M. to 6:00 P.M. in the 200 and 300 block of Kleberg Ave. She also stated that the Ranch Hand Festival will take place on November. The Skatepark ribbon cutting ceremony took place this past Friday, October 20th which was well attended.

Mrs. Alvarez presented the September Employee of the Month to Ms. Nora Martinez, Parks & Recreation Department Administrative Assistant.

IV. Public Comment on Agenda Items.³

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

No comments were made.

V.

Consent Agenda

Notice to the Public

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

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

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

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

1. Motion to approve final passage of an ordinance amending Chapter XV, Article 6-Zoning, amending Appendix A-Land Use Categories to add Mobile Food Vendor and Mobile Food Court. (Director of Planning & Development Services).
2. Motion to approve renewal of membership with Electric Reliability Council of Texas (ERCOT) for 2017. (City Attorney).
3. Motion to approve a resolution of the City of Kingsville authorizing the release of Chapter 59 Funds of the Kingsville Police Department for donation to the Boys & Girls Club of Kingsville for drug and alcohol prevention programs. (Chief of Police).
4. Motion to approve a resolution of the City of Kingsville authorizing the release of Chapter 59 Funds of the Kingsville Police Department for donation to the Palmer Drug Abuse Program (PDAP) of Kingsville for drug abuse prevention programs. (Chief of Police).
5. Motion to approve a resolution recognizing the importance of Municipal Courts, the Rule of Law, and the fair and impartial administration of justice in recognition of Municipal Court Week November 6-10, 2017. (City Attorney).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

6. Consider final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter XI, Article 7, Food Sales and Food Establishments, Sections 17 & 99 on permit provisions and penalty be modified and Sections 20-25 be added to provide for Mobile Food Unit, Mobile Food Establishment, and Push Car Regulations. (Health Director).

Mr. Tom Ginter, Director of Planning & Development Services reported that the following changes that will be mentioned, come from the Planning & Zoning Commission. The recommendations they are making relay to the length of time that a food truck will stay in one spot. The general opinion of the Planning & Zoning Commission is that they should be mobile. By not being mobile can give them an unfair advantage compare to a restaurant, which is the basic logic that the Planning & Zoning Commission used. Ginter further mentioned the recommendations from the Planning & Zoning Commission; under definitions of the ordinance, Section 11-7-20 (D)(d), will include language that says, Mobile food establishment: a self-contained motorized unit or a unit which is pulled by a motorized unit, which is stationary at a location for no more than twelve month (12) months. This would mean that they would have to move after 12 months. Ginter stated that the other changes is 11-7-22 (6), Mobile food units, mobile food establishments, or push cart vendors may be temporarily stopped on private property if: (1) that property is properly zoned, and (2) they have written notarized permission of the property owner to be on the property for that purpose. Ginter further stated that deleting the language that refers to access to sewer and water, which will lend itself to be a permanent location if that had access because of that investment and their opinion is that they should be mobile. Section 11-7-22 (16), Mobile Food Units and Mobile Food Establishments may not be in a stationary location for more than 12 months; which is the same logic as before. Ginter also stated the final one is that they really prefer that, for mobile food units, do not have seating, as it would lend itself to be permanent.

Mayor Fugate asked about having benches.

Mr. Ginter stated that this was discussed at the Planning & Zoning Commission meeting that they didn't have an issue with people waiting in line and sit down, they just didn't want them to sit there and eat. Ginter further stated that the City Attorney has assisted them by adding item 21 to the ordinance, which states, Mobile Food Units may not utilize customer seating unless located at an approved Food Court and subject to the Court's conditions therein.

Commissioner Lopez asked that with regards to the seating, who will be going out there to make sure they are in compliance to the ordinance?

Mr. Ginter responded that this will be a hard thing to do, as his inspectors are already over whelmed with other inspections.

Mayor Fugate commented that this would probably be the Health Department's responsibility.

Commissioner Garcia commented that if the permit was for twelve months in one location, with some of these mobile food units placing themselves in one spot and like the location they are in, they will move to different location for one day, then make their move back to the prior location, will that account for being mobile.

Mr. Ginter commented that this was discussed in the Planning & Zoning meeting, and this is correct. The mobile food unit can move five feet over from the original location, will that be considered mobile. The general impression and recommendation was to try and keep them mobile as much as possible.

Mayor Fugate asked if staff received any input from the vendors.

Mr. Ginter responded that he hasn't received any input from the vendors.

Mrs. Alvarez commented that when the Commission makes their motion on this item, if they choose to approve, staff would need to know whether the Commission wants to approve the one that was introduced at the prior meeting, which is in the Commission packet or if they would like to approve the one that contains the recommendations by the Planning & Zoning Commission.

Commissioner Garcia asked that the one that was presented today, is the one with the amendments recommended by the Planning & Zoning Commission?

Mr. Ginter responded that this was correct.

Motion made by Commissioner Garcia to approve this ordinance with the amendments that were recommended by the Planning & Zoning Commission, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Garcia, Lopez, Pecos, Fugate voting "FOR".

7. Consider out of state travel for the Finance Director and Accounting Manager to attend the GFOA conference in St. Louis, Missouri, May 6-9, 2018. (Finance Director).

Mrs. Deborah Balli, Finance Director commented that this item would authorize out of state travel for the Finance Director and Accounting Manager to attend the GFOA Conference in St. Louis, Missouri.

Motion made by Commissioner Garcia to approve this out of stated travel for the Finance Director and Accounting Manager to attend the GFOA Conference in St. Louis Missouri, seconded by Commissioner Lopez and Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Pecos, Garcia, Fugate voting "FOR".

8. Consider authorizing the purchase of four SUVs for the Police Department via BuyBoard, as per staff recommendation. (Chief of Police).

Mr. Ricardo Torres, Chief of Police reported that this item is for the purchase of four 2018 Chevy Tahoe's Police Package vehicles from Caldwell Country Chevrolet from, Texas using Buyboard. In the current budget, it was budgeted to purchase five Ford Expeditions originally. Ford Expeditions have a small back seat area, which would make it difficult if a larger person is to be placed in the back area of the vehicle. It is now being recommended to purchase the four Chevy Tahoes which has more space in the back seat area. These vehicles will replace police vehicles that have been or will be removed from service. Total expenditures will be \$127,280.00, which will be coming out of Chapter 59 Funds. Staff request approval for the proposed expenditures from Caldwell Country Chevrolet of Caldwell, Texas.

Motion made by Commissioner Pecos to authorize the purchase of four Chevy Tahoes, seconded by Commissioner Lopez and Commissioner Garcia. The motion was passed and approved by the following vote: Pecos, Garcia, Lopez, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:20 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

City of Kingsville
Department of Planning and Development Services

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: November 2, 2017

SUBJECT: Request for a Rezoning at 907 E. Fordyce from R2 to C2

Summary: The applicant is requesting a rezoning for this address. The rezone would be from R2 to a C2.

Background: This building has been used as Anderson's Chiropractic Center for some time. Mary Mora as the applicant has purchased the building and plans to locate a urgent care facility in there. The records reflect that C2 zoning is all around the address. Frankly why this address is still R2 is hard to say, but our records reflect that it is R2 so the change should be done to accurately reflect the use of the property. Since the building was used for a health related use, very little work will be done to get it operable for the use that what it is intended for.

Financial Impact: It's possible that the City will see an uptick in property tax revenue since the building will be occupied by a business. What is more positive about this, is that a service which there is a need in our community will be available to our citizens.

Recommendation: The Planning and Zoning Commission voted 6 to 0 to recommend approval of the rezoning request from the applicant.



To: Planning and Zoning Commission Members

From: Tom Ginter, Director

Date: October 27, 2017

Subject: Agenda Items

Agenda Item #1:

In the packet are the documents that relate to this rezoning request. As you can see from the zoning map, the properties that surround this parcel are zoned C2. Why this one is zoned R2, hard to say but that is what our records reflect and I believe they are correct.

I believe it is the intent of the applicant to have an emergency care clinic located in that building. We have received no negative responses concerning this rezoning request. Since there is an existing building with a parking lot those requirements are met. Obviously if the applicant has to do remodeling then a building permit will be required. Staff recommends an approval of the rezoning request be forwarded to the City Commission.

Agenda Item#2:

As you can imagine the first thing that we wanted to research was the legalities of this operation. With the assistance of the City Attorney, it appears that there is a framework for such a business to operate within the parameters of the law. As you can also determine that in our Appendix A there is not an exact land use description for a legal poker card club. After a review of the land use descriptions, the following seem to fit best: amusement (commercial, indoor) or club. Enclosed are the definitions and land use charted which reflects the need for a special use permit.

As far as the location itself this is a unit inside the Village Shopping Center. For 200ft. buffer purposes we utilized the entire shopping center to be safe concerning the mailing of letters. Since it is in a shopping center with parking that requirement has been met.

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 907 E Fordyce Nearest Intersection 14th St.

(Proposed) Subdivision Name _____ Lot 2 Block 29

Legal Description: Retama Park

Existing Zoning Designation R2 Future Land Use Plan Designation C2

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Mora-Zimmerle Properties, LLC Phone 361-720-1370 FAX 361-592-8650

Email Address (for project correspondence only): mary-mora@sbcglobal.net

Mailing Address 608 S. 13th City Kingsville State Tx Zip 78363

Property Owner Mary Mora Phone 361-720-1370 FAX 361-592-8650

Email Address (for project correspondence only): mary-mora@sbcglobal.net

Mailing Address 608 S 13th City Kingsville State Tx Zip 78363

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

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

Please provide a basic description of the proposed project:

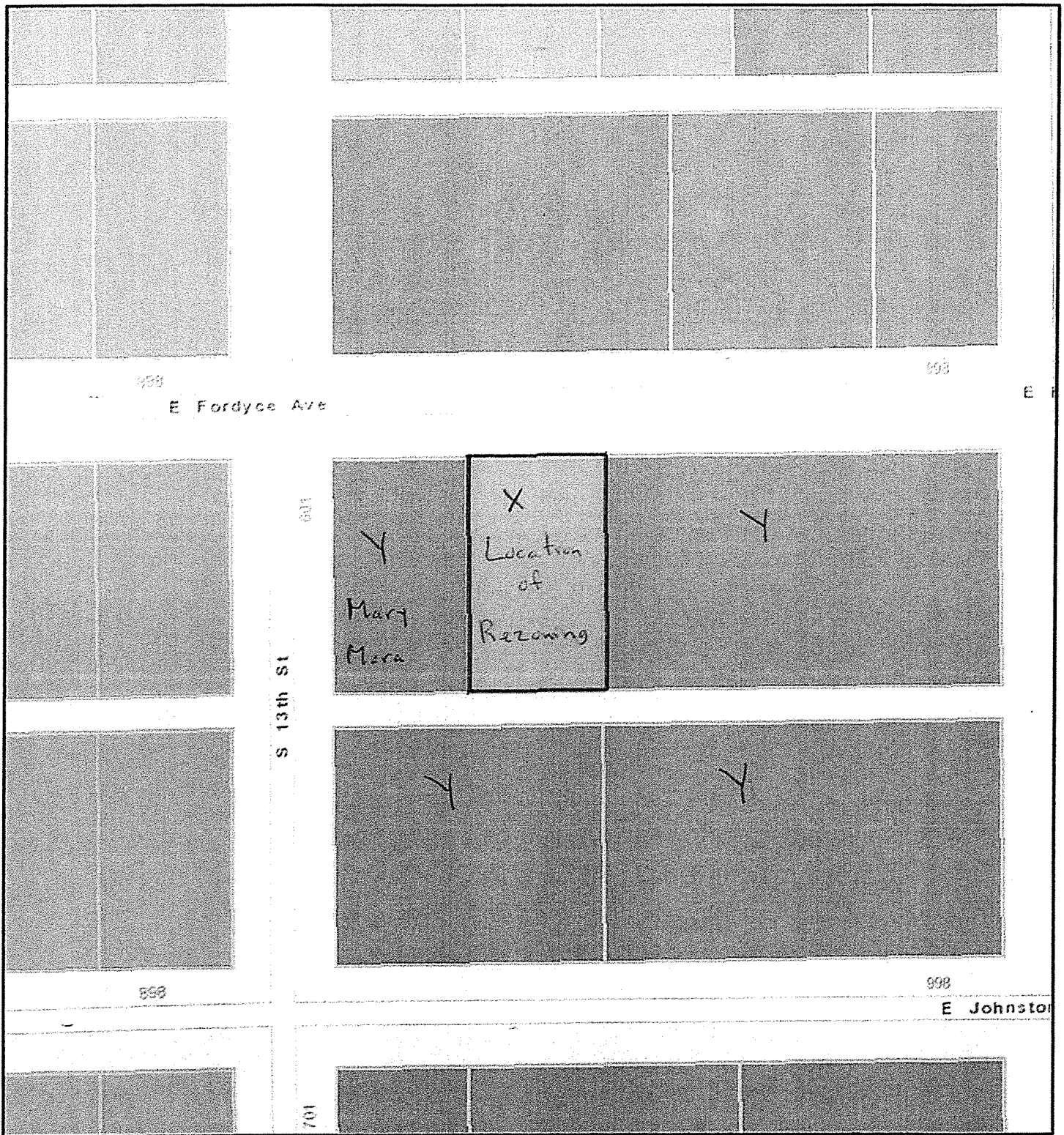
Re-zoning from R2-C2

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

Applicant's Signature Mary Mora Date: 10-10-17

Property Owner's Signature _____ Date: _____

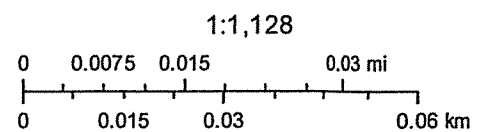
Accepted by: S. Resendez Date: 10-10-17



October 27, 2017

X - 907 E. Fordyce

Y - C2



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

	R1	R2	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Bank or savings and loan						S	P	P	P			
Book or stationary store						S	P	P				
Barber or beauty shop						S	P	P	P			
Bakery or confectionery shop, retail sales (less than 2,500 square feet)						P	P	P	P			
Cafeteria or restaurant						S	P	P	P	P	P	
Camera shop						S	P	P	P			
Laundry or self-service laundry shop (limited area)						S	P	P	P			
X Clinic, medical, dental, chiropractor, optometrist or other office of licensed Health related profession						S	P	P	P	P		
Drug store or pharmacy						P	P	P	P			
Department variety or discount store							P	P	P			
Grocery store						P	P	P	P			
Furniture or appliance store							P	P	P			
Florist shop						P	P	P	P			
Garden shop and plant sales							P	P	P			P

YAKLIN RENTALS LLC
618 W C AVE (OFFICE)
KINGSVILLE, TX 78363-3600
#11019

CANDY SQUARES, LTD
1923 RETTYE DR
KINGSVILLE, TX 78363-6961
#11663

CANDY SQUARES LTD
1923 RETTYE DR
KINGSVILLE, TX 78363-6961
#19369

BIG DIAMOND INC
% CST BREANS, INC
TAX DEPT
PO BOX 691490
SAN ANTONIO, TX 78269
#10871

AGUSTIN J CERDA
607 S 13TH ST
KINGSVILLE, TX 78363-5807
#15847

MARY A MORA
608 S 13TH ST
KINGSVILLE, TX 78363-5810
#10712

HERMAN H OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#23658

JOE H DVORAK
PO BOX 1005
KINGSVILLE, TX 78364-1005
#24184

HERMAN H OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#29062

HERMAN H OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#4000603

October 15, 2017

Vern Crocker handed out an award to outstanding friend of conservation Dr. Sha Nelson at the 2017 banquet. (Submitted item)

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, November 1, 2017 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

ITEM #1 - Mary Mora, owner, requesting the rezone of RETAMA PARK, BLOCK 29, LOT 2, (ANDERSON'S CHIROPRACTIC CNTR) also known as 907 E Fordyce, Kingsville, Texas from (R2) Two-Family to (C2) Retail.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 13, 2017 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

ITEM #1 - Mary Mora, owner, requesting the rezone of RETAMA PARK, BLOCK 29, LOT 2, (ANDERSON'S CHIROPRACTIC CNTR) also known as 907 E Fordyce, Kingsville, Texas from (R2) Two-Family to (C2) Retail.

The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

**17th Annual
Breast Cancer Walk/Run
October 21, 2017**

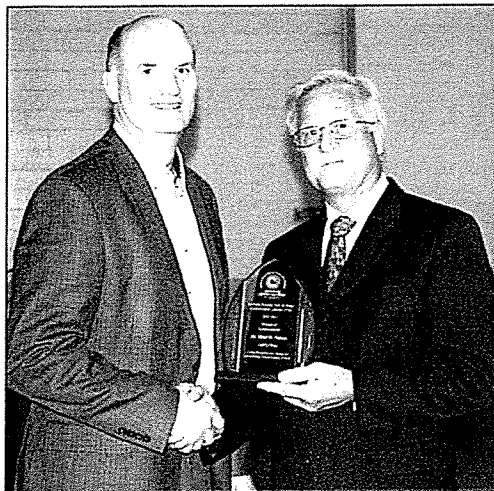


**Calling Pink
Warriors**



Vern Crocker re-elected to Zone 5

Will serve a four-year term on the SWCD board



Vern Crocker handed out an award to outstanding friend of conservation Dr. Shad Nelson at the 2017 banquet. (Submitted item)

Vern Crocker, a resident of Kleberg County near the Valtman community, was re-elected to serve a four-year term on the Kleberg-Kenedy Soil and Water Conservation District Board of Directors headquartered in Kingsville.

Robert Schmidt

NRCS District Conservationist

Crocker owns a ranch in Kenedy county and serves as representative of Zone 5 covering Kenedy County.

Crocker has served on the board of directors representing Kenedy County for 20 years, since its inception in August of 1997. He has a business in the area and also operates some hay land in Kleberg County.

"Our board congratulates Vern on his re-election and is pleased to have an experienced, concerned landowner representing conservation matters on the board," Trey Quackenbush, vice-chairman of the local board said.

The Kleberg-Kenedy SWCD is part of the South Texas Association of Districts. A State Association of Districts represents all districts in the state at various functions and in the legislative process at Austin and the national level. Two biennial South Texas meetings are held as well as one annual state meeting, which is upcoming in Galveston.

The other directors on the board include: John Prukop, chairman; Trey

Quackenbush, vice-chairman; David Schubert, director; and Ernest Bippert Jr., secretary.

More than 1 million acres of land are within the district encompassing Kleberg and Kenedy counties. This area has diverse soils and landscapes with different soil and water concerns.

The board meets once a month to conduct business. Its five members volunteer their time to represent landowners and operators of agricultural land in the management and improvement of their natural resources.

They approve various applications and plans under different state and federal programs. The board also honors conservation achievers at a banquet held in the spring of the year.

"The board is again sponsoring poster and essay contests for students in Kleberg and Kenedy counties," Crocker said. "Our district administrator and technician will be getting the information out to the schools shortly. One of the top priorities of the district is to continue to educate our youth on natural resource conservation and protection."

For more information on districts, please contact the district office at 100 E. Kleberg Ave., Suite 204 or call at (361) 592-0309, Ext. 3.

The board of directors meet the second Monday of each month at 7 a.m. to conduct business and review and approve plans.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, November 1, 2017 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

ITEM #1 - Mary Mora, owner, requesting the rezoning of RETAMA PARK, BLOCK 29, LOT 2, (ANDERSON'S CHIROPRACTIC CNTR) also known as 907 E Fordyce, Kingsville, Texas from (R2) Two-Family to (C2) Retail.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 13, 2017 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

ITEM #1 - Mary Mora, owner, requesting the rezoning of RETAMA PARK, BLOCK 29, LOT 2, (ANDERSON'S CHIROPRACTIC CNTR) also known as 907 E Fordyce, Kingsville, Texas from (R2) Two-Family to (C2) Retail.

The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

TOOTH TIPS written by Charles A. Clements, D.D.S. MASTER IN THE ACADEMY OF GENERAL DENTISTRY

You'd Rather Have A Baby?

As the father of 6 and grandfather of 6, I know childbirth is no easy matter. But, can you believe some of our new female patients actually say to us they'd "rather have a baby" than go for a dental visit? It's true! Of course, the joke is, "Well, let me know if you're here for your teeth or to have that baby, ma'am, so I can adjust the chair right!" Haha! But a fearful dental patient is no laughing matter. I am truly appalled at some of the past unpleasant experiences too many patients relate to us. Their stories would sway even me toward the baby scenario. But after some time, with good communication and lots of gentle care from a knowledgeable team, nearly every patient (men too!) can become a great dental patient once they relax, and have some easy or easier dental visits. Pleasant dentistry! No baby necessary! That's why we always say:

"We Cater To Cowards." Give us a try!

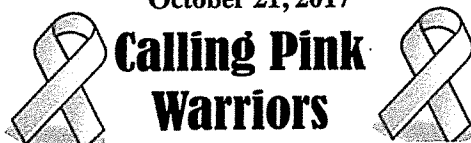


(361) 592-5248

www.KingsvilleDentist.com
325 General Cavazos Blvd. Kingsville, Texas 78363

TOOTH TIPS IS A PAID ADVERTISEMENT PERSONALLY WRITTEN BY CHARLES A. CLEMENTS, D.D.S.

17th Annual Breast Cancer Walk/Run October 21, 2017



Texas A&M University - Kingsville
Memorial Student Union Building Courtyard
On-Site Registration 8:15 a.m. - 8:40 a.m.
Official 5K Walk/Run Start 9:00 a.m.

REGISTER AS AN INDIVIDUAL OR A TEAM

Any individual or team member raising \$25 or more receives an Event T-shirt.

Your donation benefits Susan G. Komen for the Cure

Sponsored by: Alpha Sigma Alpha and Student Health & Wellness

For more information contact:
Student Health & Wellness at
(361) 593-3991



TEXAS A&M
KINGSVILLE

TEJAS Business Park

**SPACES
AVAILABLE
NOW**

Do you have a business
and looking for a
great location?

We have a couple of 1,200 sq. ft.
shops with office and bathroom
available right now.

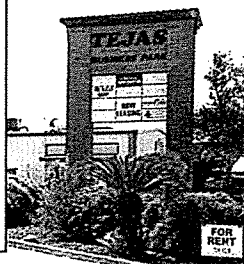
High traffic location
with great visibility.

200 E. Caesar Ave., Kingsville

No deposit required.

One month
FREE RENT
with 1 year contract

For leasing info, call
(361) 779-4218



FOR
RENT

ORDINANCE #2017-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO RETAMA PARK, BLOCK 29, LOT 2, ALSO KNOWN AS 907 E. FORDYCE STREET, FROM R2-TWO FAMILY TO C2-RETAIL DISTRICT; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Mary Mora, owner, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, November 1, 2017 during a meeting of the Planning and Zoning Commission, and on Monday, November 13, 2017 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the item passed with a 6-0 vote of the Planning Commission on the requested rezone with no abstentions; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Retama Park, Block 29, Lot 2, also known as 907 E. Fordyce Street from R2-Two Family to C2-Retail District, as more specifically described on the Zone Change Map, attached as Exhibit A.

SECTION 2. That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

SECTION 3. That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

SECTION 4. That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

SECTION 6. That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the 13th day of November, 2017.

PASSED AND APPROVED on this the 27th day of November, 2017.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

907 E Fordyce Ave

Huisache Ave



11019

11663

19369

10871

Fordyce Ave

15847

13th St

10712

16088

23658

14th St



24184

29062

4000603


Johnston Ave

Legend

-  907 E Fordyce Ave
-  200 ft Buffer

0 62.5 125 250 Feet

Document Path: N:\Engineering\GIS Techs\MAPSWAP_DOCUMENTS\Arc_City_Base_Map_8.5x11.mxd

Page 1 / 1	Drawn By: Engineering Department	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave Kingsville, Texas 78363 Office: 361-595-8007 Fax: 361-595-8064
	Last Update: 10/11/2017		
	Note:		

PUBLIC HEARING #2

City of Kingsville
Department of Planning and Development services

To: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: November 2, 2017

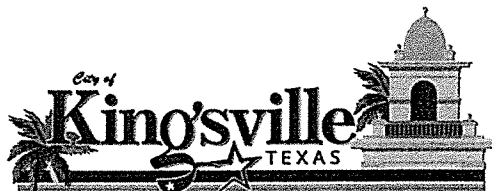
SUBJECT: Special Use Permit request from applicant Rocky Dominguez for 916 S. 14th St.
(Village Shopping Center) for the use of a legal Poker Card Club

Summary: Rocky Dominguez authorized applicant is requesting a special use permit to use the space as a legal poker Card Club. The space is located in the Village Shopping Center

Background: In using our Appendix A there is not an exact land use description for a legal poker card club. After a review of the land use descriptions, the following seems to fit the best: amusement (commercial, indoor) or club. Attached are the definitions and land use charts which reflect the need for a special use permit. Since the space is in a shopping center the other requirements are not an issue. At the time of writing this memo we have not received any responses positive or negative concerning this use. During the course of the meeting the following questions were asked to the applicant and here were his answers:

1. Hours of Operation 3pm to 3am
2. Have to be 21 to enter
3. Open 7 days of the week
4. Will be providing security
5. 4 options to pay for membership: daily, weekly, monthly and annual
6. Plan on having 12 full time employees
7. Alcohol will not be served but one can their own
8. Will provide water, coffee, soda and possible prepackaged snacks
9. Will play Texas Hold'em and Omaha

Financial Impact: Hiring full time employees and filling a vacant unit with a business.



City of Kingsville
Department of Planning and Development services

Recommendation: The Planning and Zoning Commission voted 6 to 0 in recommending approval of the Special Use Permit rerequest.



To: Planning and Zoning Commission Members

From: Tom Ginter, Director

Date: October 27, 2017

Subject: Agenda Items

Agenda Item #1:

In the packet are the documents that relate to this rezoning request. As you can see from the zoning map, the properties that surround this parcel are zoned C2. Why this one is zoned R2, hard to say but that is what our records reflect and I believe they are correct.

I believe it is the intent of the applicant to have an emergency care clinic located in that building. We have received no negative responses concerning this rezoning request. Since there is an existing building with a parking lot those requirements are met. Obviously if the applicant has to do remodeling then a building permit will be required. Staff recommends an approval of the rezoning request be forwarded to the City Commission.

Agenda Item#2:

As you can imagine the first thing that we wanted to research was the legalities of this operation. With the assistance of the City Attorney, it appears that there is a framework for such a business to operate within the parameters of the law. As you can also determine that in our Appendix A there is not an exact land use description for a legal poker card club. After a review of the land use descriptions, the following seem to fit best: amusement (commercial, indoor) or club. Enclosed are the definitions and land use charted which reflects the need for a special use permit.

As far as the location itself this is a unit inside the Village Shopping Center. For 200ft. buffer purposes we utilized the entire shopping center to be safe concerning the mailing of letters. Since it is in a shopping center with parking that requirement has been met.

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 916 S. 14th St Nearest Intersection _____

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Rocky Dominguez Jr. Phone (361) 455-9181 FAX _____

Email Address (for project correspondence only): KingdomsPokerClub@yahoo.com

Mailing Address 903 W. G AVE City Kingsville State TX Zip 78363

Property Owner Herman Olenbusch Phone (361) 522-1322 FAX _____

Email Address (for project correspondence only): _____

Mailing Address 926 S. 14th St. Ste. 103 City Kingsville State TX Zip 78363

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

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

Please provide a basic description of the proposed project:

A Private, Social, Membership required Legal Poker Card Club that will provide a clean, safe, secure facility to play poker for all tournament and recreational play. that promises an amazing atmosphere and a honest game. Private Club will be a smokeless, tipless, and Boozeless establishment that will provide refreshments, snacks, and appetizers.

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

Applicant's Signature Rocky Dominguez Jr. Date: 10-13-17

Property Owner's Signature Herman H. Olenbusch Date: 10-13-17

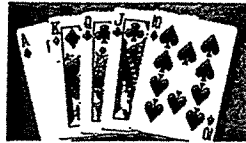
Accepted by: _____ Date: _____



Texas poker clubs hoping that state law won't make them fold

Posted: Oct 17, 2017 2:37 PM CDT
Updated: Oct 17, 2017 2:37 PM CDT

By VALERIE WIGGLESWORTH
The Dallas Morning News



DALLAS (AP) - Jody Wheeler is betting on a business model he bills as a legal and safe place to play poker.

He opened FTN Poker a month ago in a former shoe store off Lake Forest Drive in McKinney. He hired lawyers to ensure that his private social club operated within the law. And he's been up front with city officials about what he's doing.

"I'm trying to bring poker from the shadows to the light," he told The Dallas Morning News.

Whether he's successful depends in part on police and their interpretation of the law. Several card clubs in Dallas and Plano have shut down in recent weeks over questions about their legality. Several others looking to capitalize on the popularity of these so-called poker rooms have put their plans on hold.

Gambling is illegal in Texas. But state law offers a defense against prosecution when gambling takes place in a private place where no person receives an economic benefit beyond personal winnings and the chances of winning or losing are essentially the same except for the advantage of skill or luck.

That means the house can't take a percentage of the pot. Dealers can't earn tips either. Clubs that run afoul of Texas law are often found to be violating the private aspect or making money in connection with the game.

"I wouldn't touch it with a 10-foot pole," Johnathan Grego said of poker rooms.

Instead, he makes his living running poker tournaments for bars and restaurants through his business, Community Card Player. His model lets people play poker for free to try to win cash prizes. His money comes from the venues, which pay a flat fee, regardless of how many people show up to play.

"It's so crucial in how you do it," Grego said. "If you're doing it aboveboard, it's 10 times harder."

Wheeler said he modeled his business after private country clubs, where poker games are common. FTN Poker charges a monthly membership fee as well as an hourly fee that members pay as soon as they enter the club. With nine custom-made tables, poker is the predominant game.

But a smaller table is available for backgammon, chess and other board games. Ten flat-screen TVs line the walls. And people who just want to hang out get charged the same hourly fee as those playing poker.

FTN Poker has attracted more than 500 members so far during open enrollment, which lasts another month. After that, prospective players will have to be sponsored by a member to join.

The Texas attorney general's office has no formal opinion on poker rooms. A spokesperson pointed to the gambling law for clarification.

But that law is open to interpretation and the political will of a particular city.

On Sept. 7, Dallas police executed a search warrant at CJ's Card Club on Walnut Hill Lane. Police filed a report alleging the keeping of a gambling place. The case remains under

investigation. A department spokeswoman declined to release any further information.

The club has since closed, its website and Facebook page have been shut down, and its operators could not be reached.

Around that same time, Poker Rooms of Texas closed after Plano police questioned the legality of that operation. The club opened late last year in a strip center storefront on Parker Road off Independence Parkway. It reportedly attracted scores of players each night.

Its website states that it "is working with local authorities to resolve operational issues." Its owners did not return messages.

The website for Lucky's Card Room in Fort Worth says the club is temporarily closed while it works on a new location. And the site for TopSet Poker Club in Plano stated that its grand opening, formerly set for September, has been delayed while it considers options in light of problems identified at similar businesses.

Big Texas Poker Club opened in late August in a commercial building off Jupiter Road in Plano. Owners Fred and Heather Zimmerman said they did their homework to ensure that they would be legal. Three weeks later, they shut down to avoid arrest.

"This is a legitimate business, and it's better than illegal poker rooms," Fred Zimmerman said.

The couple said they were transparent about their club as they sought a city permit to open. Only after they started gaining members did they receive "threatening letters" from police stating that their business model violated the state's gambling law.

Plano City Attorney Paige Mims said certificates of occupancy are about the fitness of a building and have nothing to do with the activity inside. As for whether a private card room can operate, she said the city does not give legal advice.

Police spokesman David Tilley declined to go into details about his department's conversations with the poker rooms. "Gambling is illegal in the state of Texas," he said.

The Zimmermans started a GoFundMe page to help raise money for their legal efforts. They have renamed their business Big Texas Game Club and have added a pool table, an air hockey table and other games. They are working with attorneys to make changes in hopes of reopening. But police aren't giving them much feedback about what's acceptable, Fred Zimmerman said.

They cited the success of Texas Card House, which has been operating since early 2015 in Austin and now has two locations. It's believed to be the first of its kind to use a membership model and charge players by the hour to play poker. Most of the poker rooms around the state have used a similar model.

The problem is, that mode is illegal, said Ryan Crow, one of the owners of Texas Card House. He said the Austin club revised its business model four months ago after talking with attorneys. No longer is the club's revenue tied to the amount of time players spend seated at the poker table. Members now get charged upon entering the club, whether they play poker or not, Crow said.

"It may not sound like a big deal, but in the eyes of the law, it's pretty material," he said.

Crow said he had been poised to sign a lease to expand into Dallas last month when the other clubs shut down. Dallas police won't give him a straight answer about what's allowed, he said.

"We don't want to give up on it," Crow said, "but we also don't want to go where we're not wanted."

Shutting down the poker clubs doesn't stop people from playing. Many return to underground games, where the operator typically takes a portion of the pot from each hand, which violates the law.

"They're everywhere," said Wheeler, adding that police should focus on those illegal games rather than businesses like his that he says are trying to operate within the law.

McKinney police have yet to weigh in on Wheeler's FTN Poker. Spokeswoman Carla Peritz

said last week that authorities had discussed the business with the Collin County district attorney's office but that no decision had been made on how or if officials would deal with it.

"We are evaluating the legality of that establishment," Peritz said.

Wheeler believes there's nothing to decide, but acknowledges that his hands are tied.

"I believe we're doing it the right way," he said, adding that what happens is not up to him.
"The city has all the power."

Card House opens in Corpus Christi

GAMBLING IS ILLEGAL IN THE STATE OF TEXAS UNLESS YOU'RE AT A LEGAL
CARD HOUSE. ONE JUST OPENED IN CORPUS CHRISTI AND IT'S ALREADY
RAKING IN THE POKER PLAYERS.

Briana Whitney

SHARE THIS STORY

SHARE

CORPUS CHRISTI (KII NEWS) - Gambling is illegal in the State of Texas unless you're at a legal card house.

One just opened in Corpus Christi and it's already raking in the poker players.

Kiii Reporter Briana Whitney visited the social club and shares why it's so popular.

Local player Dylan Farley said, "poker players are kinda a clique and they all talk to each other so once they found out this is where everyone's been coming".

This card house is the first legal card-house in Corpus Christi and is one of only 6 in Texas.

Here's how it works, they require a membership and a seat rental per hour.

There's no raking and tips makes it similar to any other club.

Player said the dealer isn't pulling stuff out of the pot every time and you're not throwing the dealer a dollar every time you win a hand.

Members hope this helps the poker culture grow in the Coastal Bend.

SHARE THIS STORY

JOIN THE CONVERSATION

To find out more about Facebook commenting please read the [Conversation Guidelines and FAQs \(http://\\$staticDomain/conversation-guidelines/\)](http://$staticDomain/conversation-guidelines/)

[LEAVE A COMMENT \(\)](#)



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

Wind Energy Conversion Systems (WECS)	As per §§ 15-6-194 () through 15-6-203 (): Wind Energy Conversion Systems of the Zoning Ordinance											
Solar Energy Systems	As per §§ 15-6-174 () through 15-6-187 (): Solar Energy Systems of the Zoning Ordinance											
Recreational Uses												
Amusement, commercial outdoor							S	P	P			
Amusement, commercial indoor							<u>S</u>	P	P			
Carnival									S	P	P	P
Temporary carnival (14 days - 200 ft. setback from residential property)							S	P	P			
Provisioning and recreational sporting goods sales including boats and vehicles							S	P	P			
Shooting galleries and pistol [ranges] (indoor)							S	P	P			
Souvenir, curio							S	P				
Automobile Related Uses												
Car wash						P	S	P	P	P		
Auto sales, repairs including motorcycles							S	P	P	P		
Auto paint and body shop							S	P	P	P		

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

Off-street parking incidental to main use	P	P	P	P	P	P	P	P	P	P	P	P
Private swimming pool	P	P	P	P	P	P	P	P	P	P	P	P
Home Occupation	P	P	P	P	P							P
Apartment or secondary residence for servants or family members	S	P	P	P	P	P	S	P				P
<i>Institutional and Special Service</i>												
Airport, heliport		S	S	S	S	S	S	S	S	S	S	S
Cemetery, mausoleum	S	S	S	S			S					S
Church, rectory	P	P	P	P	P	P	P	P				P
Convent, monastery or other dwelling for pursuit of group religious ideals	S	S	S	P	S	S	P	P				P
Private country club	S	S	P	P	P	P	P					P
Day nursery or kinder	S	S	S	P	P	P	P	P	P	P		P
Farm, ranch, or orchard												P
X Lodge or club			S		P	P	<u>S</u>					P
Home, halfway house, or other group dwelling for alcoholic, narcotic, psychiatric patients or felons and delinquents		S	S	S		P	S					S

Sec. 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:

Accessory building/use. A subordinate building on the same lot with a principal building for exclusive use for accessory uses as defined. A use which is clearly incidental and subordinate to the use of the main use of the property; and commonly associated with the principal use, including semi-public and auxiliary parking when approved.

Alternative mounting structure. A manmade tree, clock tower, church steeple, bell tower, utility pole, light standard, identification pylon, flagpole, or similar structure, designed to support and camouflage or conceal the presence of telecommunications antennas.

Amusement, commercial (indoor). Any amusement enterprise offering entertainment or games of skill, not elsewhere listed, wholly enclosed in a building including a bowling alley, billiard or pool hall, pinball parlor, electronic games, or similar activities.

Amusement, commercial (outdoor). Any amusement enterprise offering entertainment or games of skill to the general public for a fee or charge, not elsewhere listed, wherein any portion of the activity takes place in the open, including a golf driving range, amusement park, miniature golf, or similar activities.

Antenna. A structure or device used to collect or radiate electromagnetic waves, including directional antennas, such as panels, wireless cable and satellite dishes, and omnidirectional antennas, such as whips, but not including satellite earth stations.

Antenna, amateur radio. An antenna used by an amateur radio operator that is less than 50 feet (15 meters) in height, and whip antennas less than four inches in diameter and less than ten feet (three meters) in height.

Antenna array. An arrangement of antennas and their supporting structure.

Antenna, dish. A parabolic or bowl-shaped device that receives and/or transmits signals in a specific directional pattern.

Antenna, panel. An antenna that receives and/or transmits signals in a directional pattern.

Antenna, radio and television broadcast. An antenna used to broadcast commercial radio and television signals, including digital broadcasts and other digital transmissions by a licensed radio or television broadcast station.

Antenna, stealth. A telecommunications antenna that is effectively camouflaged or concealed from view.

Antenna, telecommunications. An antenna used to provide a telecommunications service. This excludes lightning rods, private mobile radio systems, amateur radio antennas less than 50 feet (15 meters) in height, whip antennas less than four inches in diameter and less than ten feet (three meters) in height, and radio and television broadcast antennas.

Antenna, whip. An omnidirectional dipole antenna of cylindrical shape that is no more than six inches (15 centimeters) in diameter.

Appliance service or repair. This term includes major and small appliances as well as radio and television.

Bakery or confectionery shop, retail. A place for preparing, baking, or selling all products on the premises where prepared (no deliveries to buyers, wholesaler, or other retail outlets).

Basement. A story below the first story as hereinafter defined.

Boarding or rooming house. A building other than a hotel, where lodging is permitted or meals are served for compensation.

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

WARREN S ALLEN
ETUX MARY J
621 GENERAL CAVAZOS BLVD
KINGSVILLE, TX 78363-7208
#10874

LOJON PROPERTY LLC
% LONG JOHN SILVER'S #5203 ATTN: R
MACNEIL
9505 WILLIAMSBURG PLAZA, SUITE
300
LOUISVILLE, KY 40222-5090
#19783

COMMERCIAL NET LEASE
REALTY LP
450 S ORANGE AVE
SUITE 900
ORLANDO, FL 32801
#24750

ANTONIO JR LOERA (LIFE EST)
AMANDA LEE LOERA
805 S 15TH ST #A
KINGSVILLE, TX 78363-6425
#18698

HERMAN H OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#12523

W&M ALLEN HOLDINGS LLC
621 GENERAL CAVAZOS BLVD
KINGSVILLE, TX 78363-7208
#17832

SOUTHERN MULTIFOODS INC
101 E CHEROKEE ST
JACKSONVILLE, TX 75766-4807
#24823

FELIZ HERRERA JR
DBA: ABC TV CENTER
1002 S 14TH ST
KINGSVILLE, TX 78363-6422
#16375

EDUARDO P SALDANA
ETUX LUCILLA G
264 E COUNTY ROAD 2150
KINGSVILLE, TX 78363-8806
#10215

SUNDIAL PLAZA LLC
% JANICE HAGGERTON
317 TROJAN
PORT ARANSAS, TX 78379
#24719


MIGUEL LEON MENDEZ
909 S 14TH ST
KINGSVILLE, TX 78363-6419
#25051

YOUNG HYU LEE
ETUX YONG EUN IM
5313 HIGH BANK DR
CORPUS CHRISTI, TX 78413-6138
#10286

SUNDIAL PLAZA LLC
% JANICE HAGGERTON
317 TROJAN
PORT ARANSAS, TX 78373
#24719

W&M ALLEN HOLDINGS LLC
621 GENERAL CAVAZOS
BLVD
KINGSVILLE, TX 78363-7208
#17916

October 18, 2017



www.LawhonDental.com

Dr. Tanya P. Lawhon, DDS
General Dentistry

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(361) 584-2217

Financing Options Available
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METLIFE and DELTA DENTAL
Sedation dentistry also available

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, November 1, 2017 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Rocky Dominguez Jr, authorized agent, Herman Olenbusch, property owner, requesting a Special Use Permit for a rental space at CAD TERR, BLOCK 1, LOT 1-6, (VILLAGE SHOPPING CENTER), ACRES 1.157 for the use of a legal Poker Card Club. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, November 13, 2017 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

Rocky Dominguez Jr, authorized agent, Herman Olenbusch, property owner, requesting a Special Use Permit for a rental space at CAD TERR, BLOCK 1, LOT 1-6, (VILLAGE SHOPPING CENTER), ACRES 1.157 for the use of a legal Poker Card Club. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

ORDINANCE NO. 2017-_____

AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR 916 S. 14th STREET IN THE VILLAGE SHOPPING CENTER, 1.157 ACRES OF LAND OUT OF CAD TERR, BLOCK 1, LOT 1-6, FOR A POKER CARD CLUB; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission it's reports and recommendations concerning the application of agent Rocky Dominquez, Jr., for property owner Herman Olenbusch, for amendment to the zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, November 1, 2017, during a meeting of the Planning Commission, and on Monday, November 13, 2017, during a meeting of the City Commission, in the Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning Commission voted 6-0 to APPROVE, the requested special use permit; and

WHEREAS, the property is currently zoned C2-Retail District and it is desired for a tenant in the shopping center to be a poker card club; and

WHEREAS, the City of Kingsville Code of Ordinances Chapter XV-Land Usage, Article 6-Zoning, Appendix A-Land Usage Categories states that for an area zoned C2 a special use permit is required to have a "lodge or club" or "amusement, commercial indoor"; and

WHEREAS, the City of Kingsville Code of Ordinances section 15-6-142 regulates special use permits; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a poker card club on the premises known as 916 S. 14th Street, also known as the Village Shopping Center, 1.157 acres of land out of CAD TERR, Block 1, Lot 1-6, as more specifically describe on site plan attached as Exhibit A.

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

1. **ALLOWED USE:** The only uses authorized by this Special Permit other than the permitted "C2" Retail District uses is as a poker card club.

2. **TIME LIMIT:** This Special Permit is good for the duration of the business from the date of this ordinance **unless** (a) the property is not being used for the purpose outlined in Condition 1, or (b) any other conditions have not been complied with, or (c) there is a change in ownership of the business.

4. **SPECIAL CONDITION:** (4.1) The applicant shall obtain all required licenses for operating the business and permits for building, fire and health thereby meeting all adopted codes to operate said business, and shall cooperate with all annual fire safety, health, and sanitation inspections, in order to maintain compliance with state and city regulations for an animal clinic with outdoor pens. (4.2) All activity on site shall be in complete compliance the laws of the state of Texas and of all City codes, especially the nuisance, fire, building and zoning codes.

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

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

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

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

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

INTRODUCED on this the 13th day of November, 2017.

PASSED AND APPROVED on this the 27th day of November, 2017.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

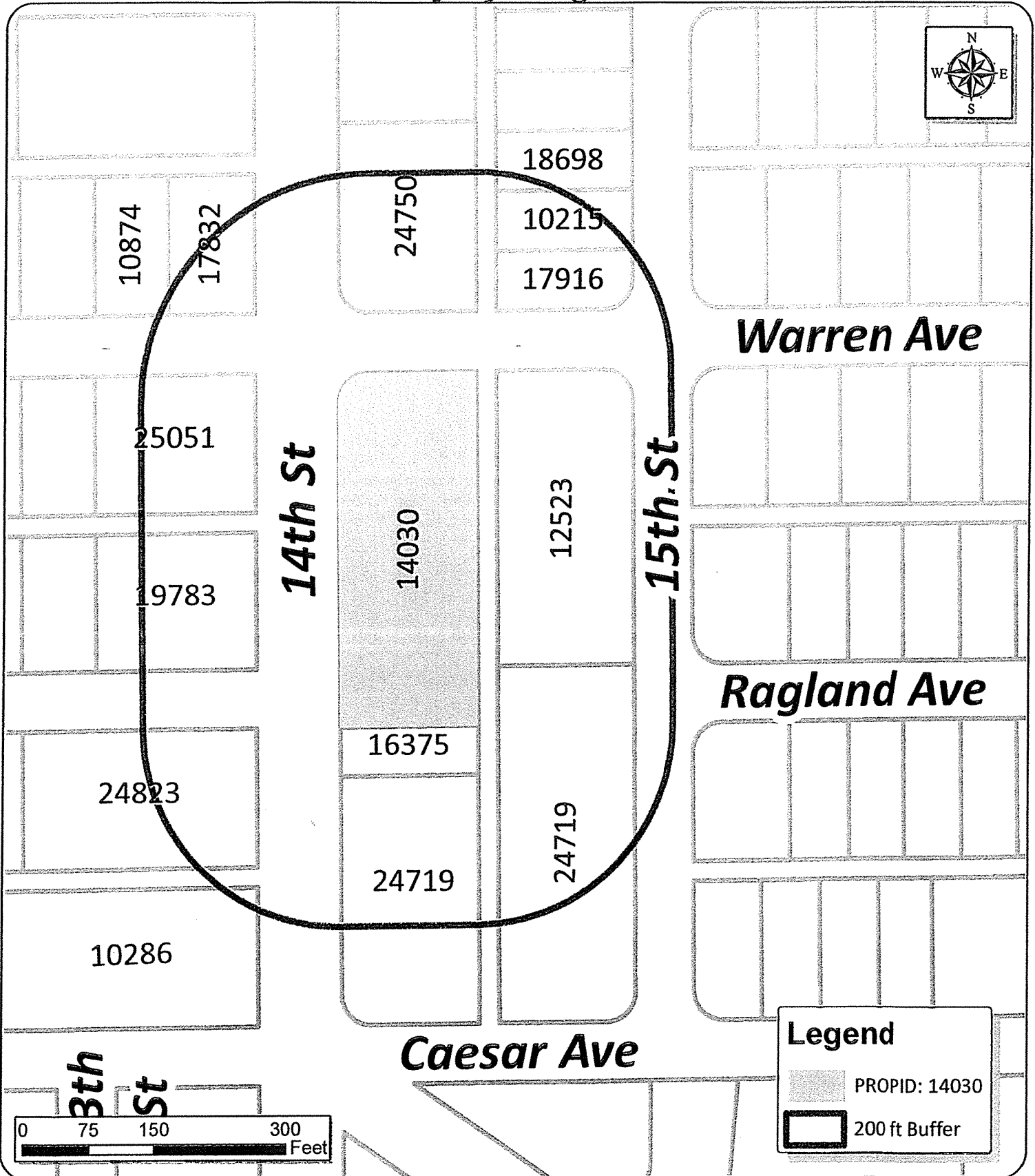
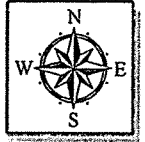
ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

City of Kingsville



0 75 150 300 Feet

Legend

- PROPID: 14030
- 200 ft Buffer

Document Path: N:\Engineering\GIS Techs\MAPS\MAP_DOCUMENTS\Arc_City_Base_Map_8.5x11.mxd

Page 1 / 1	Drawn By: Engineering Department	<p>DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave Kingsville, Texas 78363 Office: 361-595-8007 Fax: 361-595-8064</p>
	Last Update: 10/16/2017		
	Note:		



CONSENT AGENDA

AGENDA ITEM #1

**City of Kingsville
Planning Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Cynthia Martin, Downtown Manager
DATE: November 3, 2017
SUBJECT: Historical Development Board Appointment

Summary: The Historical Development Board currently has an opening for a board member. Staff received an application to fill that opening from Mr. Omar Rosales.

Background: Mr. Omar Rosales is a lifelong resident of Kingsville who was raised in a house on East Alice in the historic district. Mr. Rosales is currently the County Constable for Precinct 2, Kleberg County.

Financial Impact: NA

Recommendation: The Historical Development Board recommended that Omar Rosales be appointed to the Historical Development Board for a three year term.



17 October 2017

Greetings,

My name is Omar Rosales. I have been a lifelong resident of Kingsville, Texas. I am honored to have been nominated for a position on the Kingsville Historical Development Board.

If I may, I would like to give you a little background on myself. I was born and raised in Kingsville. I grew up in the 700 block of East Alice from 1972 until 1991.

In 1998 I started my career as a Public Servant. I have been employed by Kleberg County for the last 19 years in a law enforcement capacity as a Sheriff's Deputy, Warrant Officer and for the last 8 years as the elected Constable of Precinct 2.

I spent the first 19 years of my life living in the 700 block of East Alice Avenue, before my family, moved out of that location. The property was bought by my Grandfather on June 27, 1944. It was then passed onto my father, who in turn passed it on to me.

I grew up in a neighborhood, where neighbors actually talked standing on each other's side of the fence. Being young kids at the time we occupied ourselves as best as we could. No internet or Facebook at the time, so we had to be creative. We would find ourselves playing football or baseball at the old Stephen F. Austin elementary school, which was directly across the street.

Occasionally we would climb the roof of the school and see our neighborhood from a different perspective. It seemed, at the time, to be a good idea, but that was before my father saw us and let us know it was not. I asked him one day if he could tell me about that school. He told us that he attended that school when he was small. Shared experiences that he had as a Hispanic child growing up, about getting in trouble for speaking Spanish in school. Being so young, I never knew the significance of what that building meant to the neighborhood as well as for generations of people who grew up during the 1940's and 50's and attended that school.

During the late seventies and eighties as I was growing up, another building that was once our playground, was "la Carpa". I remember going into that building and climbing up to a little room suspended above the floor, which housed the movie projector. I could see the seats leading to the front where the screen was. Once again my father explained to me the importance of that building and what it meant to the Hispanic community. My father was not a historian, but he was raised in that neighborhood, so he had a lot of knowledge of what it was like so long ago. To this day it amazes me that I grew up around so much history, yet never bothered to notice.

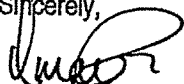
As I am getting older I realize the importance of the rich history in our community. I ask myself, what would it mean if today's kids could have experienced seeing the old movie projector, or old ticket booth that was at the corner of 12th and Alice, like I did? I would see that ticket booth every morning as I would wait for the bus to take us to school.

I have future plans of building a house on the lots where I grew up. I was there as a child and I want to spend the rest of my adult life there.

I believe that the Historical Development Board is an asset to the city of Kingsville and for our future by preserving the past.

I would considerate it an honor to serve on the board. Thank you.

Sincerely,



Omar Rosales

AGENDA ITEM #2

[Home](#)>[Events/Programs](#)>RECon The Global Retail Real Estate Convention

RECon The Global Retail Real Estate Convention

May 20, 2018 - May 23, 2018 - Las Vegas, NV United States

[Register](#)[Attendees](#)[Exhibitors](#)

Pricing

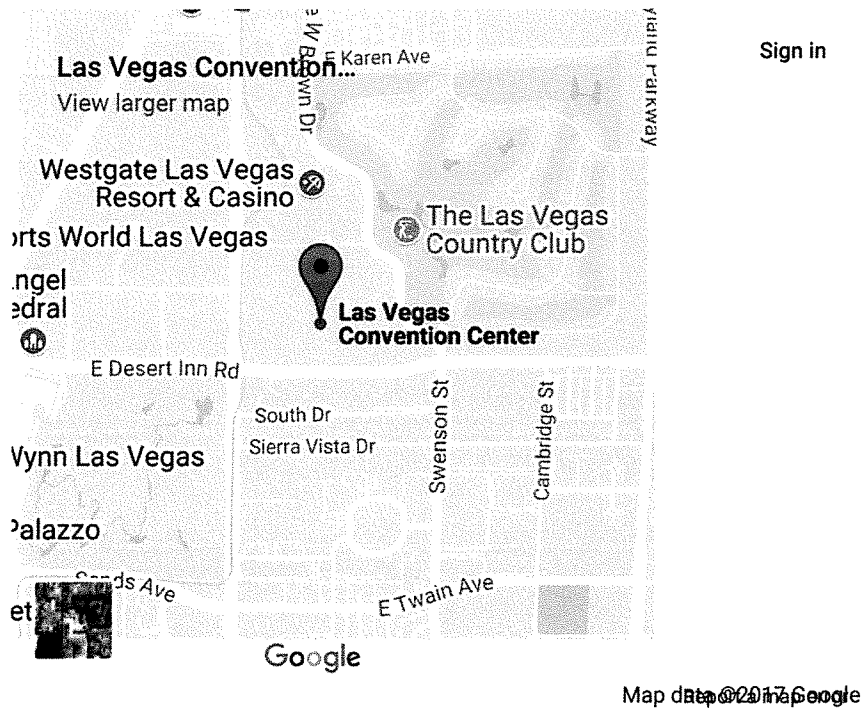
	<i>through</i> 08 Dec 2017	<i>through</i> 27 Apr 2018	<i>after</i> 27 Apr 2018
	Early Bird	Advance	On-Site
Non-Member:	\$1,290.00	\$1,290.00	\$1,550.00
Member:	\$590.00	\$640.00	\$790.00
ICSC Student Member:	\$50.00	\$50.00	N/A

By becoming a member, you could save 50% on this meeting. [Join Now!](#)

Additional Links

- [Book Hotel](#)
- [RECon Registration Form](#)

When & Where



Las Vegas Convention Center
3150 Paradise Road
Las Vegas, NV 89109
United States

May 20, 2018 - May 23, 2018

[Add to Calendar](#)

Event Contact

Christabelle Flanhardt
+1 646 728 3638
cflanhardt@icsc.org

Recommended For You

- [Finance & Accounting For Non-Finance Executives](#)
October 20, 2017
Los Angeles, CA United States

Phoenix Next Generation Program

November 16, 2017

Phoenix, AZ United States

•

CenterBuild Conference

November 28 - 1, 2017

Scottsdale, AZ United States

Help/Suggestions

- If you have questions regarding this event, please contact the Event Contact listed above, or call +1 646 728 3800 and we will direct you.
- [Event FAQs](#)
- [Interested in Speaking at an ICSC Event? Submit an application now.](#)
- [Cancel/Refund](#)

REGULAR AGENDA

AGENDA ITEM #3

City of Kingsville
Department of Planning and Development Services

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: November 2, 2017

SUBJECT: Request for a Rezoning at 907 E. Fordyce from R2 to C2

Summary: The applicant is requesting a rezoning for this address. The rezone would be from R2 to a C2.

Background: This building has been used as Anderson's Chiropractic Center for some time. Mary Mora as the applicant has purchased the building and plans to locate a urgent care facility in there. The records reflect that C2 zoning is all around the address. Frankly why this address is still R2 is hard to say, but our records reflect that it is R2 so the change should be done to accurately reflect the use of the property. Since the building was used for a health related use, very little work will be done to get it operable for the use that what it is intended for.

Financial Impact: It's possible that the City will see an uptick in property tax revenue since the building will be occupied by a business. What is more positive about this, is that a service which there is a need in our community will be available to our citizens.

Recommendation: The Planning and Zoning Commission voted 6 to 0 to recommend approval of the rezoning request from the applicant.



To: Planning and Zoning Commission Members

From: Tom Ginter, Director

Date: October 27, 2017

Subject: Agenda Items

Agenda Item #1:

In the packet are the documents that relate to this rezoning request. As you can see from the zoning map, the properties that surround this parcel are zoned C2. Why this one is zoned R2, hard to say but that is what our records reflect and I believe they are correct.

I believe it is the intent of the applicant to have an emergency care clinic located in that building. We have received no negative responses concerning this rezoning request. Since there is an existing building with a parking lot those requirements are met. Obviously if the applicant has to do remodeling then a building permit will be required. Staff recommends an approval of the rezoning request be forwarded to the City Commission.

Agenda Item#2:

As you can imagine the first thing that we wanted to research was the legalities of this operation. With the assistance of the City Attorney, it appears that there is a framework for such a business to operate within the parameters of the law. As you can also determine that in our Appendix A there is not an exact land use description for a legal poker card club. After a review of the land use descriptions, the following seem to fit best: amusement (commercial, indoor) or club. Enclosed are the definitions and land use charted which reflects the need for a special use permit.

As far as the location itself this is a unit inside the Village Shopping Center. For 200ft. buffer purposes we utilized the entire shopping center to be safe concerning the mailing of letters. Since it is in a shopping center with parking that requirement has been met.

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 907 E Fordyce Nearest Intersection 14th St.

(Proposed) Subdivision Name _____ Lot 2 Block 29

Legal Description: Retama Park

Existing Zoning Designation R2 Future Land Use Plan Designation C2

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Mora-Zimmerle Properties, LLC Phone 361-720-1370 FAX 361-592-8650

Email Address (for project correspondence only): mary-mora@sbeglobal.net

Mailing Address 608 S. 13th City Kingsville State TX Zip 78363

Property Owner Mary Mora Phone 361-720-1370 FAX 361-592-8650

Email Address (for project correspondence only): mary-mora@sbeglobal.net

Mailing Address 608 S 13th City Kingsville State TX Zip 78363

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

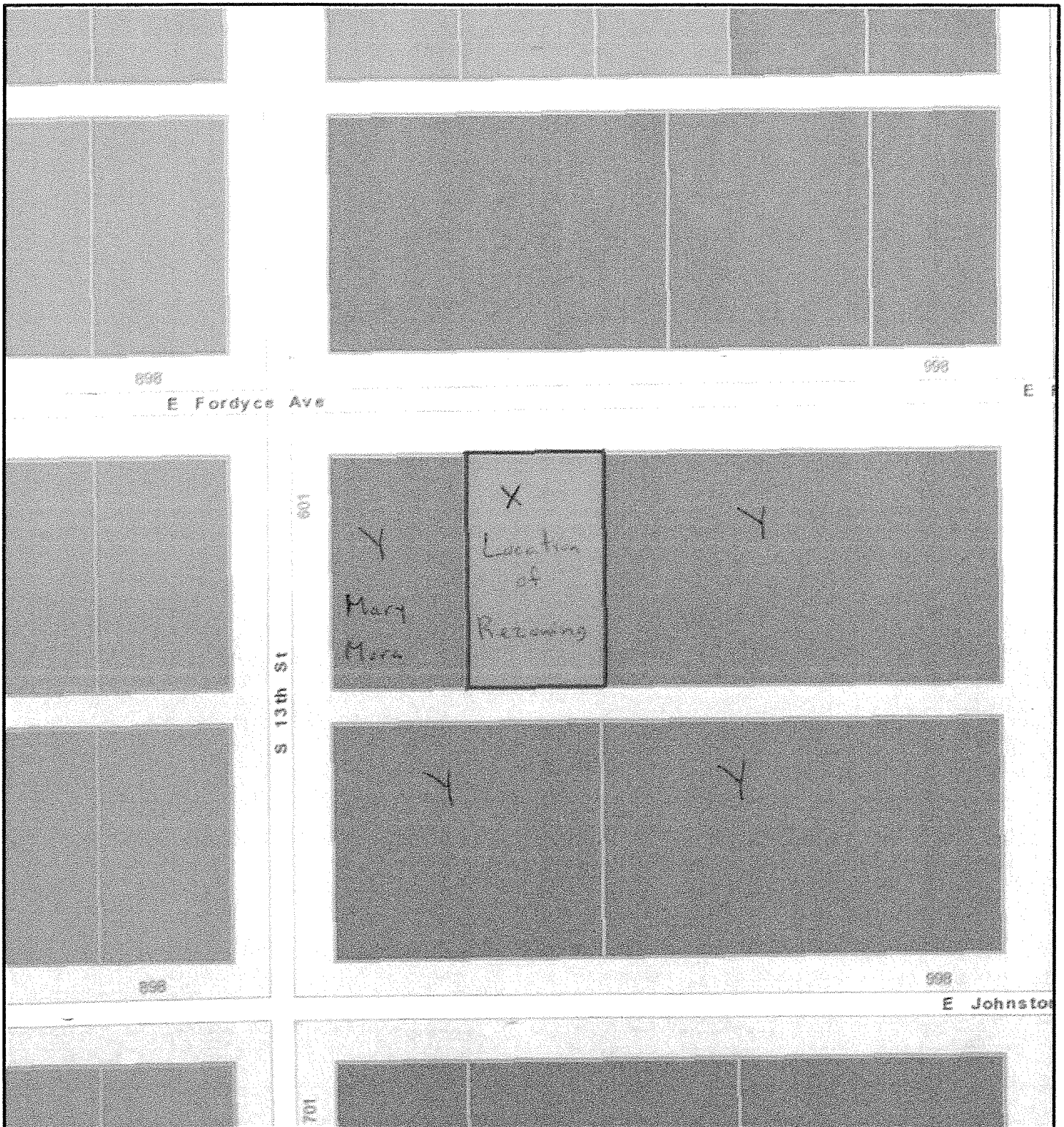
<input type="checkbox"/> Annexation Request _____	No Fee	<input type="checkbox"/> Preliminary Plat _____	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA) _____	\$250.00	<input type="checkbox"/> Final Plat _____	Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request _____	\$250.00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

Please provide a basic description of the proposed project:

Re-zoning from R2-C2

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

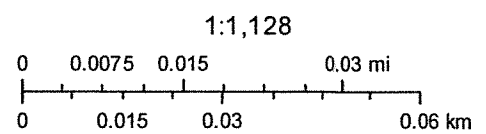
Applicant's Signature Mary Mora Date: 10-10-17
Property Owner's Signature _____ Date: _____
Accepted by: S. Resendez Date: 10-10-17



October 27, 2017

X - 907 E. Fordyce

Y - C2



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

	R1	R2	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Bank or savings and loan						S	P	P	P			
Book or stationary store						S	P	P				
Barber or beauty shop						S	P	P	P			
Bakery or confectionery shop, retail sales (less than 2,500 square feet)						P	P	P	P			
Cafeteria or restaurant						S	P	P	P	P	P	
Camera shop						S	P	P	P			
Laundry or self-service laundry shop (limited area)						S	P	P	P			
X Clinic, medical, dental, chiropractor, optometrist or other office of licensed Health related profession						S	P	P	P	P		
Drug store or pharmacy						P	P	P	P			
Department variety or discount store							P	P	P			
Grocery store						P	P	P	P			
Furniture or appliance store							P	P	P			
Florist shop						P	P	P	P			
Garden shop and plant sales							P	P	P			P

YAKLIN RENTALS LLC
618 W C AVE (OFFICE)
KINGSVILLE, TX 78363-3600
#11019

CANDY SQUARES, LTD
1923 RETTYE DR
KINGSVILLE, TX 78363-6961
#11663

CANDY SQUARES LTD
1923 RETTYE DR
KINGSVILLE, TX 78363-6961
#19369

BIG DIAMOND INC
% CST BREANS, INC
TAX DEPT
PO BOX 691490
SAN ANTONIO, TX 78269
#10871

AGUSTIN J CERDA
607 S 13TH ST
KINGSVILLE, TX 78363-5807
#15847

MARY A MORA
608 S 13TH ST
KINGSVILLE, TX 78363-5810
#10712

HERMAN H OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#23658

JOE H DVORAK
PO BOX 1005
KINGSVILLE, TX 78364-1005
#24184

HERMAN H OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#29062

HERMAN H OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#4000603

October 15, 2017

Vern Crocker handed out an award to outstanding friend of conservation Dr. Sha Nelson at the 2017 banquet. (Submitted item)

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, November 1, 2017 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

ITEM #1 - Mary Mora, owner, requesting the rezone of RETAMA PARK, BLOCK 29, LOT 2, (ANDERSON'S CHIROPRACTIC CNTR) also known as 907 E Fordyce, Kingsville, Texas from (R2) Two-Family to (C2) Retail.

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

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**17th Annual
Breast Cancer Walk/Run
October 21, 2017**

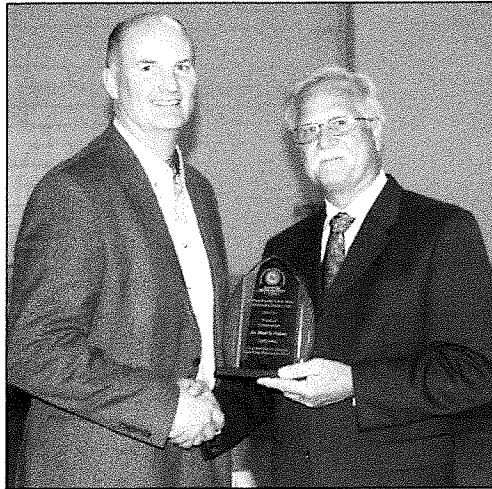


**Calling Pink
Warriors**



Vern Crocker re-elected to Zone 5

Will serve a four-year term on the SWCD board



Vern Crocker handed out an award to outstanding friend of conservation Dr. Shal Nelson at the 2017 banquet. (Submitted item)

Vern Crocker, a resident of Kleberg County near the Vattman community, was re-elected to serve a four-year term on the Kleberg-Kenedy Soil and Water Conservation District Board of Directors headquartered in Kingsville.

Robert Schmidt

NRCS District Conservationist

Crocker owns a ranch in Kenedy county and serves as representative of Zone 5 covering Kenedy County.

Crocker has served on the board of directors representing Kenedy County for 20 years, since its inception in August of 1997. He has a business in the area and also operates some hay land in Kleberg County.

"Our board congratulates Vern on his re-election and is pleased to have an experienced, concerned landowner representing conservation matters on the board," Trey Quackenbush, vice-chairman of the local board said.

The Kleberg-Kenedy SWCD is part of the South Texas Association of Districts. A State Association of Districts represents all districts in the state at various functions and in the legislative process at Austin and the national level. Two biennial South Texas meetings are held as well as one annual state meeting, which is upcoming in Galveston.

The other directors on the board include: John Prukop, chairman; Trey

Quackenbush, vice-chairman; David Schubert, director; and Ernest Bippert Jr., secretary.

More than 1 million acres of land are within the district encompassing Kleberg and Kenedy counties. This area has diverse soils and landscapes with different soil and water concerns.

The board meets once a month to conduct business. Its five members volunteer their time to represent landowners and operators of agricultural land in the management and improvement of their natural resources.

They approve various applications and plans under different state and federal programs. The board also honors conservation achievers at a banquet held in the spring of the year.

"The board is again sponsoring poster and essay contests for students in Kleberg and Kenedy counties," Crocker said. "Our district administrator and technician will be getting the information out to the schools shortly. One of the top priorities of the district is to continue to educate our youth on natural resource conservation and protection."

For more information on districts, please contact the district office at 100 E. Kleberg Ave., Suite 204 or call at (361) 592-0309, Ext. 3.

The board of directors meet the second Monday of each month at 7 a.m. to conduct business and review and approve plans.

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TOOTH TIPS written by Charles A. Clements, D.D.S. MASTER IN THE ACADEMY OF GENERAL DENTISTRY

You'd Rather Have A Baby?

As the father of 6 and grandfather of 6, I know childbirth is no easy matter. But, can you believe some of our new female patients actually say to us they'd "rather have a baby" than go for a dental visit! It's true! Of course, the joke is, "Well, let me know if you're here for your teeth or to have that baby, ma'am, so I can adjust the chair right!" Haha! But a fearful dental patient is no laughing matter. I am truly appalled at some of the past unpleasant experiences too many patients relate to us. Their stories would sway even me toward the baby scenario. But after some time, with good communication and lots of gentle care from a knowledgeable team, nearly every patient (men too!) can become a great dental patient once they relax, and have some easy or easier dental visits. Pleasant dentistry! No baby necessary! That's why we always say:

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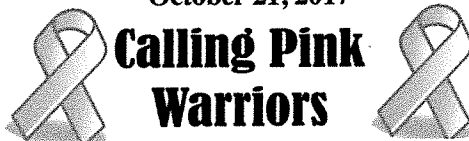
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TOOTH TIPS IS A PAID ADVERTISEMENT PERSONALLY WRITTEN BY CHARLES A. CLEMENTS, D.D.S.

17th Annual Breast Cancer Walk/Run October 21, 2017



Texas A&M University - Kingsville
Memorial Student Union Building Courtyard
On-Site Registration 8:15 a.m. - 8:40 a.m.
Official 5K Walk/Run Start 9:00 a.m.

REGISTER AS AN INDIVIDUAL OR A TEAM

Any individual or team member raising \$25 or more receives an Event T-shirt.

Your donation benefits Susan G. Komen for the Cure

Sponsored by: Alpha Sigma Alpha and Student Health & Wellness

For more information contact:
Student Health & Wellness at
(361) 593-3991



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NOW**

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great location?

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shops with office and bathroom
available right now.

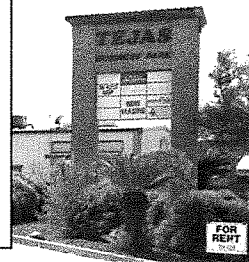
High traffic location
with great visibility.

200 E. Caesar Ave., Kingsville

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ORDINANCE #2017-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO RETAMA PARK, BLOCK 29, LOT 2, ALSO KNOWN AS 907 E. FORDYCE STREET, FROM R2-TWO FAMILY TO C2-RETAIL DISTRICT; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Mary Mora, owner, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, November 1, 2017 during a meeting of the Planning and Zoning Commission, and on Monday, November 13, 2017 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the item passed with a 6-0 vote of the Planning Commission on the requested rezone with no abstentions; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Retama Park, Block 29, Lot 2, also known as 907 E. Fordyce Street from R2-Two Family to C2-Retail District, as more specifically described on the Zone Change Map, attached as Exhibit A.

SECTION 2. That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

SECTION 3. That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

SECTION 4. That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

SECTION 6. That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the 13th day of November, 2017.

PASSED AND APPROVED on this the 27th day of November, 2017.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

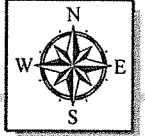
Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

907 E Fordyce Ave

Huisache Ave



11019

11663

19369

10871

Fordyce Ave

15847

13th St

10712

16088

23658

14th St

24184


29062

4000603

Johnston Ave


Legend

 907 E Fordyce Ave

 200 ft Buffer

0 62.5 125 250 Feet

Document Path: N:\Engineering\GIS Techs\WAPSMAP_DOCUMENTS\Arc_City_Base_Map_8.5x11.mxd

Page 1 / 1	Drawn By: Engineering Department	<p>DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p> 	<p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave Kingsville, Texas 78363 Office: 361-595-8007 Fax: 361-595-8064</p>
	Last Update: 10/11/2017		
	Note:		

AGENDA ITEM #4

City of Kingsville
Department of Planning and Development services

To: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: November 2, 2017

SUBJECT: Special Use Permit request from applicant Rocky Dominguez for 916 S. 14th St. (Village Shopping Center) for the use of a legal Poker Card Club

Summary: Rocky Dominguez authorized applicant is requesting a special use permit to use the space as a legal poker Card Club. The space is located in the Village Shopping Center

Background: In using our Appendix A there is not an exact land use description for a legal poker card club. After a review of the land use descriptions, the following seems to fit the best: amusement (commercial, indoor) or club. Attached are the definitions and land use charts which reflect the need for a special use permit. Since the space is in a shopping center the other requirements are not an issue. At the time of writing this memo we have not received any responses positive or negative concerning this use. During the course of the meeting the following questions were asked to the applicant and here were his answers:

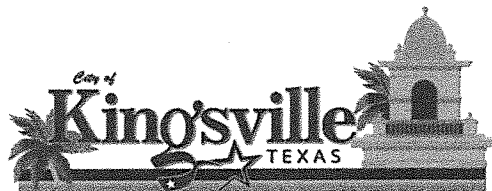
1. Hours of Operation 3pm to 3am
2. Have to be 21 to enter
3. Open 7 days of the week
4. Will be providing security
5. 4 options to pay for membership: daily, weekly, monthly and annual
6. Plan on having 12 full time employees
7. Alcohol will not be served but one can their own
8. Will provide water, coffee, soda and possible prepackaged snacks
9. Will play Texas Hold'em and Omaha

Financial Impact: Hiring full time employees and filling a vacant unit with a business.



City of Kingsville
Department of Planning and Development services

Recommendation: The Planning and Zoning Commission voted 6 to 0 in recommending approval of the Special Use Permit rerequest.



To: Planning and Zoning Commission Members

From: Tom Ginter, Director

Date: October 27, 2017

Subject: Agenda Items

Agenda Item #1:

In the packet are the documents that relate to this rezoning request. As you can see from the zoning map, the properties that surround this parcel are zoned C2. Why this one is zoned R2, hard to say but that is what our records reflect and I believe they are correct.

I believe it is the intent of the applicant to have an emergency care clinic located in that building. We have received no negative responses concerning this rezoning request. Since there is an existing building with a parking lot those requirements are met. Obviously if the applicant has to do remodeling then a building permit will be required. Staff recommends an approval of the rezoning request be forwarded to the City Commission.

Agenda Item#2:

As you can imagine the first thing that we wanted to research was the legalities of this operation. With the assistance of the City Attorney, it appears that there is a framework for such a business to operate within the parameters of the law. As you can also determine that in our Appendix A there is not an exact land use description for a legal poker card club. After a review of the land use descriptions, the following seem to fit best: amusement (commercial, indoor) or club. Enclosed are the definitions and land use charted which reflects the need for a special use permit.

As far as the location itself this is a unit inside the Village Shopping Center. For 200ft. buffer purposes we utilized the entire shopping center to be safe concerning the mailing of letters. Since it is in a shopping center with parking that requirement has been met.

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 916 S. 14th St Nearest Intersection _____

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Rocky Dominguez Jr. Phone (361) 455-9181 FAX _____

Email Address (for project correspondence only): Kingdomspokerclub@yahoo.com

Mailing Address 903 W. G AVE City Kingsville State TX Zip 78363

Property Owner Herman Olenbusch Phone (361) 522-1322 FAX _____

Email Address (for project correspondence only): _____

Mailing Address 926 S. 14th St. Ste. 103 City Kingsville State TX Zip 78363

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

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

Please provide a basic description of the proposed project:

A Private, Social, Membership required Legal Poker Card Club that will provide a clean, safe, secure facility to play poker for all tournament and recreational play. that promises an amazing atmosphere and a honest game. Private Clubs will be a smokeless, tipless, and Boozeless establishment that will provide refreshments, snacks, and appetizers.

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

Applicant's Signature Rocky Dominguez Jr. Date: 10-13-17

Property Owner's Signature Herman H. Olenbusch Date: 10-13-17

Accepted by: _____ Date: _____

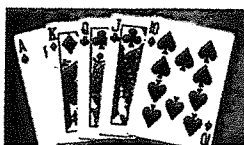


Texas poker clubs hoping that state law won't make them fold

Posted: Oct 17, 2017 2:37 PM CDT
Updated: Oct 17, 2017 2:37 PM CDT

By VALERIE WIGGLESWORTH
The Dallas Morning News

DALLAS (AP) - Jody Wheeler is betting on a business model he bills as a legal and safe place to play poker.



He opened FTN Poker a month ago in a former shoe store off Lake Forest Drive in McKinney. He hired lawyers to ensure that his private social club operated within the law. And he's been up front with city officials about what he's doing.

"I'm trying to bring poker from the shadows to the light," he told The Dallas Morning News.

Whether he's successful depends in part on police and their interpretation of the law. Several card clubs in Dallas and Plano have shut down in recent weeks over questions about their legality. Several others looking to capitalize on the popularity of these so-called poker rooms have put their plans on hold.

Gambling is illegal in Texas. But state law offers a defense against prosecution when gambling takes place in a private place where no person receives an economic benefit beyond personal winnings and the chances of winning or losing are essentially the same except for the advantage of skill or luck.

That means the house can't take a percentage of the pot. Dealers can't earn tips either. Clubs that run afoul of Texas law are often found to be violating the private aspect or making money in connection with the game.

"I wouldn't touch it with a 10-foot pole," Johnathan Grego said of poker rooms.

Instead, he makes his living running poker tournaments for bars and restaurants through his business, Community Card Player. His model lets people play poker for free to try to win cash prizes. His money comes from the venues, which pay a flat fee, regardless of how many people show up to play.

"It's so crucial in how you do it," Grego said. "If you're doing it aboveboard, it's 10 times harder."

Wheeler said he modeled his business after private country clubs, where poker games are common. FTN Poker charges a monthly membership fee as well as an hourly fee that members pay as soon as they enter the club. With nine custom-made tables, poker is the predominant game.

But a smaller table is available for backgammon, chess and other board games. Ten flat-screen TVs line the walls. And people who just want to hang out get charged the same hourly fee as those playing poker.

FTN Poker has attracted more than 500 members so far during open enrollment, which lasts another month. After that, prospective players will have to be sponsored by a member to join.

The Texas attorney general's office has no formal opinion on poker rooms. A spokesperson pointed to the gambling law for clarification.

But that law is open to interpretation and the political will of a particular city.

On Sept. 7, Dallas police executed a search warrant at CJ's Card Club on Walnut Hill Lane. Police filed a report alleging the keeping of a gambling place. The case remains under

investigation. A department spokeswoman declined to release any further information.

The club has since closed, its website and Facebook page have been shut down, and its operators could not be reached.

Around that same time, Poker Rooms of Texas closed after Plano police questioned the legality of that operation. The club opened late last year in a strip center storefront on Parker Road off Independence Parkway. It reportedly attracted scores of players each night.

Its website states that it "is working with local authorities to resolve operational issues." Its owners did not return messages.

The website for Lucky's Card Room in Fort Worth says the club is temporarily closed while it works on a new location. And the site for TopSet Poker Club in Plano stated that its grand opening, formerly set for September, has been delayed while it considers options in light of problems identified at similar businesses.

Big Texas Poker Club opened in late August in a commercial building off Jupiter Road in Plano. Owners Fred and Heather Zimmerman said they did their homework to ensure that they would be legal. Three weeks later, they shut down to avoid arrest.

"This is a legitimate business, and it's better than illegal poker rooms," Fred Zimmerman said.

The couple said they were transparent about their club as they sought a city permit to open. Only after they started gaining members did they receive "threatening letters" from police stating that their business model violated the state's gambling law.

Plano City Attorney Paige Mims said certificates of occupancy are about the fitness of a building and have nothing to do with the activity inside. As for whether a private card room can operate, she said the city does not give legal advice.

Police spokesman David Tilley declined to go into details about his department's conversations with the poker rooms. "Gambling is illegal in the state of Texas," he said.

The Zimmermans started a GoFundMe page to help raise money for their legal efforts. They have renamed their business Big Texas Game Club and have added a pool table, an air hockey table and other games. They are working with attorneys to make changes in hopes of reopening. But police aren't giving them much feedback about what's acceptable, Fred Zimmerman said.

They cited the success of Texas Card House, which has been operating since early 2015 in Austin and now has two locations. It's believed to be the first of its kind to use a membership model and charge players by the hour to play poker. Most of the poker rooms around the state have used a similar model.

The problem is, that mode is illegal, said Ryan Crow, one of the owners of Texas Card House. He said the Austin club revised its business model four months ago after talking with attorneys. No longer is the club's revenue tied to the amount of time players spend seated at the poker table. Members now get charged upon entering the club, whether they play poker or not, Crow said.

"It may not sound like a big deal, but in the eyes of the law, it's pretty material," he said.

Crow said he had been poised to sign a lease to expand into Dallas last month when the other clubs shut down. Dallas police won't give him a straight answer about what's allowed, he said.

"We don't want to give up on it," Crow said, "but we also don't want to go where we're not wanted."

Shutting down the poker clubs doesn't stop people from playing. Many return to underground games, where the operator typically takes a portion of the pot from each hand, which violates the law.

"They're everywhere," said Wheeler, adding that police should focus on those illegal games rather than businesses like his that he says are trying to operate within the law.

McKinney police have yet to weigh in on Wheeler's FTN Poker. Spokeswoman Carla Peritz

said last week that authorities had discussed the business with the Collin County district attorney's office but that no decision had been made on how or if officials would deal with it.

"We are evaluating the legality of that establishment," Peritz said.

Wheeler believes there's nothing to decide, but acknowledges that his hands are tied.

"I believe we're doing it the right way," he said, adding that what happens is not up to him.

"The city has all the power."

Card House opens in Corpus Christi

GAMBLING IS ILLEGAL IN THE STATE OF TEXAS UNLESS YOU'RE AT A LEGAL
CARD HOUSE. ONE JUST OPENED IN CORPUS CHRISTI AND IT'S ALREADY
RAKING IN THE POKER PLAYERS.

Briana Whitney

SHARE THIS STORY

SHARE

CORPUS CHRISTI (KII NEWS) - Gambling is illegal in the State of Texas unless you're at a legal card house.

One just opened in Corpus Christi and it's already raking in the poker players.

Kiii Reporter Briana Whitney visited the social club and shares why it's so popular.

Local player Dylan Farley said, "poker players are kinda a clique and they all talk to each other so once they found out this is where everyone's been coming".

This card house is the first legal card-house in Corpus Christi and is one of only 6 in Texas.

Here's how it works, they require a membership and a seat rental per hour.

There's no raking and tips makes it similar to any other club.

Player said the dealer isn't pulling stuff out of the pot every time and you're not throwing the dealer a dollar every time you win a hand.

Members hope this helps the poker culture grow in the Coastal Bend.

SHARE THIS STORY

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LEAVE A COMMENT ()



R1 R2 R3 R4 MH C1 C2 C3 C4 I1 I2 A9

Wind Energy Conversion Systems (WECS)	As per §§ 15-6-194 () through 15-6-203 (): Wind Energy Conversion Systems of the Zoning Ordinance												
Solar Energy Systems	As per §§ 15-6-174 () through 15-6-187 (): Solar Energy Systems of the Zoning Ordinance												
Recreational Uses													
Amusement, commercial outdoor							S	P	P				
Amusement, commercial indoor							S	P	P				
Carnival									S	P	P	P	
Temporary carnival (14 days - 200 ft. setback from residential property)							S	P	P				
Provisioning and recreational sporting goods sales including boats and vehicles							S	P	P				
Shooting galleries and pistol [ranges] (indoor)							S	P	P				
Souvenir, curio							S	P					
Automobile Related Uses													
Car wash						P	S	P	P	P			
Auto sales, repairs including motorcycles							S	P	P	P			
Auto paint and body shop							S	P	P	P			

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

Off-street parking incidental to main use	P	P	P	P	P	P	P	P	P	P	P	P
Private swimming pool	P	P	P	P	P	P	P	P	P	P	P	P
Home Occupation	P	P	P	P	P							P
Apartment or secondary residence for servants or family members	S	P	P	P	P	P	S	P				P
<i>Institutional and Special Service</i>												
Airport, heliport		S	S	S	S	S	S	S	S	S	S	S
Cemetery, mausoleum	S	S	S	S			S					S
Church, rectory	P	P	P	P	P	P	P	P				P
Convent, monastery or other dwelling for pursuit of group religious ideals	S	S	S	P	S	S	P	P				P
Private country club	S	S	P	P	P	P	P					P
Day nursery or kinder	S	S	S	P	P	P	P	P	P	P		P
Farm, ranch, or orchard												P
X Lodge or club			S		P	P	<u>S</u>					P
Home, halfway house, or other group dwelling for alcoholic, narcotic, psychiatric patients or felons and delinquents		S	S	S		P	S					S

Sec. 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:

Accessory building/use. A subordinate building on the same lot with a principal building for exclusive use for accessory uses as defined. A use which is clearly incidental and subordinate to the use of the main use of the property; and commonly associated with the principal use, including semi-public and auxiliary parking when approved.

Alternative mounting structure. A manmade tree, clock tower, church steeple, bell tower, utility pole, light standard, identification pylon, flagpole, or similar structure, designed to support and camouflage or conceal the presence of telecommunications antennas.

Amusement, commercial (indoor). Any amusement enterprise offering entertainment or games of skill, not elsewhere listed, wholly enclosed in a building including a bowling alley, billiard or pool hall, pinball parlor, electronic games, or similar activities.

Amusement, commercial (outdoor). Any amusement enterprise offering entertainment or games of skill to the general public for a fee or charge, not elsewhere listed, wherein any portion of the activity takes place in the open, including a golf driving range, amusement park, miniature golf, or similar activities.

Antenna. A structure or device used to collect or radiate electromagnetic waves, including directional antennas, such as panels, wireless cable and satellite dishes, and omnidirectional antennas, such as whips, but not including satellite earth stations.

Antenna, amateur radio. An antenna used by an amateur radio operator that is less than 50 feet (15 meters) in height, and whip antennas less than four inches in diameter and less than ten feet (three meters) in height.

Antenna array. An arrangement of antennas and their supporting structure.

Antenna, dish. A parabolic or bowl-shaped device that receives and/or transmits signals in a specific directional pattern.

Antenna, panel. An antenna that receives and/or transmits signals in a directional pattern.

Antenna, radio and television broadcast. An antenna used to broadcast commercial radio and television signals, including digital broadcasts and other digital transmissions by a licensed radio or television broadcast station.

Antenna, stealth. A telecommunications antenna that is effectively camouflaged or concealed from view.

Antenna, telecommunications. An antenna used to provide a telecommunications service. This excludes lightning rods, private mobile radio systems, amateur radio antennas less than 50 feet (15 meters) in height, whip antennas less than four inches in diameter and less than ten feet (three meters) in height, and radio and television broadcast antennas.

Antenna, whip. An omnidirectional dipole antenna of cylindrical shape that is no more than six inches (15 centimeters) in diameter.

Appliance service or repair. This term includes major and small appliances as well as radio and television.

Bakery or confectionery shop, retail. A place for preparing, baking, or selling all products on the premises where prepared (no deliveries to buyers, wholesaler, or other retail outlets).

Basement. A story below the first story as hereinafter defined.

Boarding or rooming house. A building other than a hotel, where lodging is permitted or meals are served for compensation.

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

WARREN S ALLEN
ETUX MARY J
621 GENERAL CAVAZOS BLVD
KINGSVILLE, TX 78363-7208
#10874

LOJON PROPERTY LLC
% LONG JOHN SILVER'S #5203 ATTN: R
MACNEIL
9505 WILLIAMSBURG PLAZA, SUITE
300
LOUISVILLE, KY 40222-5090
#19783

COMMERCIAL NET LEASE
REALTY LP
450 S ORANGE AVE
SUITE 900
ORLANDO, FL 32801
#24750

ANTONIO JR LOERA (LIFE EST)
AMANDA LEE LOERA
805 S 15TH ST #A
KINGSVILLE, TX 78363-6425
#18698

HERMAN H OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#12523

W&M ALLEN HOLDINGS LLC
621 GENERAL CAVAZOS BLVD
KINGSVILLE, TX 78363-7208
#17832

SOUTHERN MULTIFOODS INC
101 E CHEROKEE ST
JACKSONVILLE, TX 75766-4807
#24823

FELIZ HERRERA JR
DBA: ABC TV CENTER
1002 S 14TH ST
KINGSVILLE, TX 78363-6422
#16375

EDUARDO P SALDANA
ETUX LUCILLA G
264 E COUNTY ROAD 2150
KINGSVILLE, TX 78363-8806
#10215

SUNDIAL PLAZA LLC
% JANICE HAGGERTON
317 TROJAN
PORT ARANSAS, TX 78379
#24719


MIGUEL LEON MENDEZ
909 S 14TH ST
KINGSVILLE, TX 78363-6419
#25051

YOUNG HY0 LEE
ETUX YONG EUN IM
5313 HIGH BANK DR
CORPUS CHRISTI, TX 78413-6138
#10286

SUNDIAL PLAZA LLC
% JANICE HAGGERTON
317 TROJAN
PORT ARANSAS, TX 78373
#24719

W&M ALLEN HOLDINGS LLC
621 GENERAL CAVAZOS
BLVD
KINGSVILLE, TX 78363-7208
#17916


October 18, 2017



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PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, November 1, 2017 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Rocky Dominguez Jr, authorized agent, Herman Olenbusch, property owner, requesting a Special Use Permit for a rental space at CAD TERR, BLOCK 1, LOT 1-6, (VILLAGE SHOPPING CENTER), ACRES 1.157 for the use of a legal Poker Card Club. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, November 13, 2017 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

Rocky Dominguez Jr, authorized agent, Herman Olenbusch, property owner, requesting a Special Use Permit for a rental space at CAD TERR, BLOCK 1, LOT 1-6, (VILLAGE SHOPPING CENTER), ACRES 1.157 for the use of a legal Poker Card Club. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

CRYPTO FUN

Determine the code to reveal the answer!

Solve the code to discover words related to crime prevention. Each number corresponds to a letter. (Hint: 20 = L)

A. 9 14 20 6 2 17
Clue: Law enforcement

B. 23 20 23 11 22
Clue: Warning

C. 20 14 2 19 16
Clue: Keep things secure

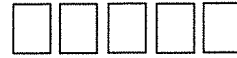
D. 2 23 18 26 6 14 13
Clue: Using care

Answers: A. police B. alarm C. locks D. caution

WORD SCRAMBLE

Rearrange the letters to discover something pertaining to staying safe.

RGAUD



Answer: Guard

Guess Who?

I am a rapper born in Missouri on October 17, 1972. I thought I was going to be an artist until I heard an Ice-T song. I became my own international sensation with the release of my first album. My stage name sounds like a chocolate candy.

Answer: Eminem (Marshall Mathers)

LAW ENFORCEMENT WORD SEARCH

H B V S E C R E C V Y Z B A I N A G R Y V D O C U M E N T U
 A Z R R Z S T A O M V M B S D Q D R Y Z I K N A R O S T B M C D Y G O N S I O N B I C S V
 B A I N A G R Y V D O C U M E N T U
 R R R L N I G G S T T I H R I A D I H P M A E N D N D
 E Z E A R B E N T A S N A Y T T I A E F A M Q U R
 C S C R B E N T A S N A Y T T I A E F A M Q U R
 A O M T E T A S N A Y T T I A E F A M Q U R
 V M L R C K E A Y T T I A E F A M Q U R
 B S D Q D R Y Z I K N A R O S T B M C D Y G O N S I O N B I C S V
 D Q D R Y Z I K N A R O S T B M C D Y G O N S I O N B I C S V
 Y Z I K N A R O S T B M C D Y G O N S I O N B I C S V
 I K N A R O S T B M C D Y G O N S I O N B I C S V
 N A R O S T B M C D Y G O N S I O N B I C S V
 R O S T B M C D Y G O N S I O N B I C S V
 O S T B M C D Y G O N S I O N B I C S V
 S T B M C D Y G O N S I O N B I C S V
 T B M C D Y G O N S I O N B I C S V
 B M C D Y G O N S I O N B I C S V
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 D Y G O N S I O N B I C S V
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 S I O N B I C S V
 I O N B I C S V
 O N B I C S V
 N B I C S V
 B I C S V
 I C S V
 C S V
 S V
 V

Find the words hidden vertically, horizontally & diagonally throughout the puzzle.

WORDS

ACCESS
 ACCREDITATION
 ACTION
 ADMISSIBLE
 AGENT
 ALARM
 AUTHORITY
 BACKGROUND
 BARRIER
 BURGLARY
 CAMERA
 COMMAND
 COMMUNITY
 CONFIDENTIAL
 CONSEQUENCE
 CRIMINAL
 DAMAGE
 DISASTER
 DOCUMENT
 DURESS
 EMERGENCY
 ENTRAPMENT
 EVIDENCE
 FELONY
 FIREARM
 FRAUD
 HAZARD
 HEARSAY
 PROPERTY
 RECOVERY
 RIGHTS
 SAFETY
 SCREENING
 SECURITY
 TRESPASS

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- ✓ Teeth Whitening
- ✓ Xrays

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and Complete
Family Dentistry

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Welcome!



www.LawhonDental.com



Dr. Tanya P. Lawhon, DDS

General Dentistry

312 South Ave. B, Bishop, TX 78343

(361) 584-2217

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BETHE and DENTURA.
Sedation dentistry also available.

PUBLIC HEARING NOTICE

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PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, November 13, 2017 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

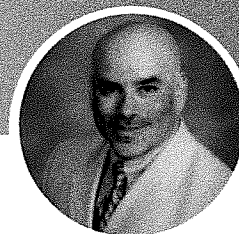
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Medical Group

welcomes

Dr. Octavio
Rodriguez



to the Humana Gold Medicare
Advantage HMO network in Kingsville.

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new Humana Gold patients.**

Octavio J. Rodriguez MD PA
1021 Senator Carlos Truan Blvd.
Kingsville, TX 78363

(361) 595-5556



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for more information.
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ORDINANCE NO. 2017-_____

AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR 916 S. 14th STREET IN THE VILLAGE SHOPPING CENTER, 1.157 ACRES OF LAND OUT OF CAD TERR, BLOCK 1, LOT 1-6, FOR A POKER CARD CLUB; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of agent Rocky Dominquez, Jr., for property owner Herman Olenbusch, for amendment to the zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, November 1, 2017, during a meeting of the Planning Commission, and on Monday, November 13, 2017, during a meeting of the City Commission, in the Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning Commission voted 6-0 to APPROVE, the requested special use permit; and

WHEREAS, the property is currently zoned C2-Retail District and it is desired for a tenant in the shopping center to be a poker card club; and

WHEREAS, the City of Kingsville Code of Ordinances Chapter XV-Land Usage, Article 6-Zoning, Appendix A-Land Usage Categories states that for an area zoned C2 a special use permit is required to have a "lodge or club" or "amusement, commercial indoor"; and

WHEREAS, the City of Kingsville Code of Ordinances section 15-6-142 regulates special use permits; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a poker card club on the premises known as 916 S. 14th Street, also known as the Village Shopping Center, 1.157 acres of land out of CAD TERR, Block 1, Lot 1-6, as more specifically describe on site plan attached as Exhibit A.

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

1. ALLOWED USE: The only uses authorized by this Special Permit other than the permitted "C2" Retail District uses is as a poker card club.

2. TIME LIMIT: This Special Permit is good for the duration of the business from the date of this ordinance **unless** (a) the property is not being used for the purpose outlined in Condition 1, or (b) any other conditions have not been complied with, or (c) there is a change in ownership of the business.

4. SPECIAL CONDITION: (4.1) The applicant shall obtain all required licenses for operating the business and permits for building, fire and health thereby meeting all adopted codes to operate said business, and shall cooperate with all annual fire safety, health, and sanitation inspections, in order to maintain compliance with state and city regulations for an animal clinic with outdoor pens. (4.2) All activity on site shall be in complete compliance the laws of the state of Texas and of all City codes, especially the nuisance, fire, building and zoning codes.

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

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

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

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

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

INTRODUCED on this the 13th day of November, 2017.

PASSED AND APPROVED on this the 27th day of November, 2017.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

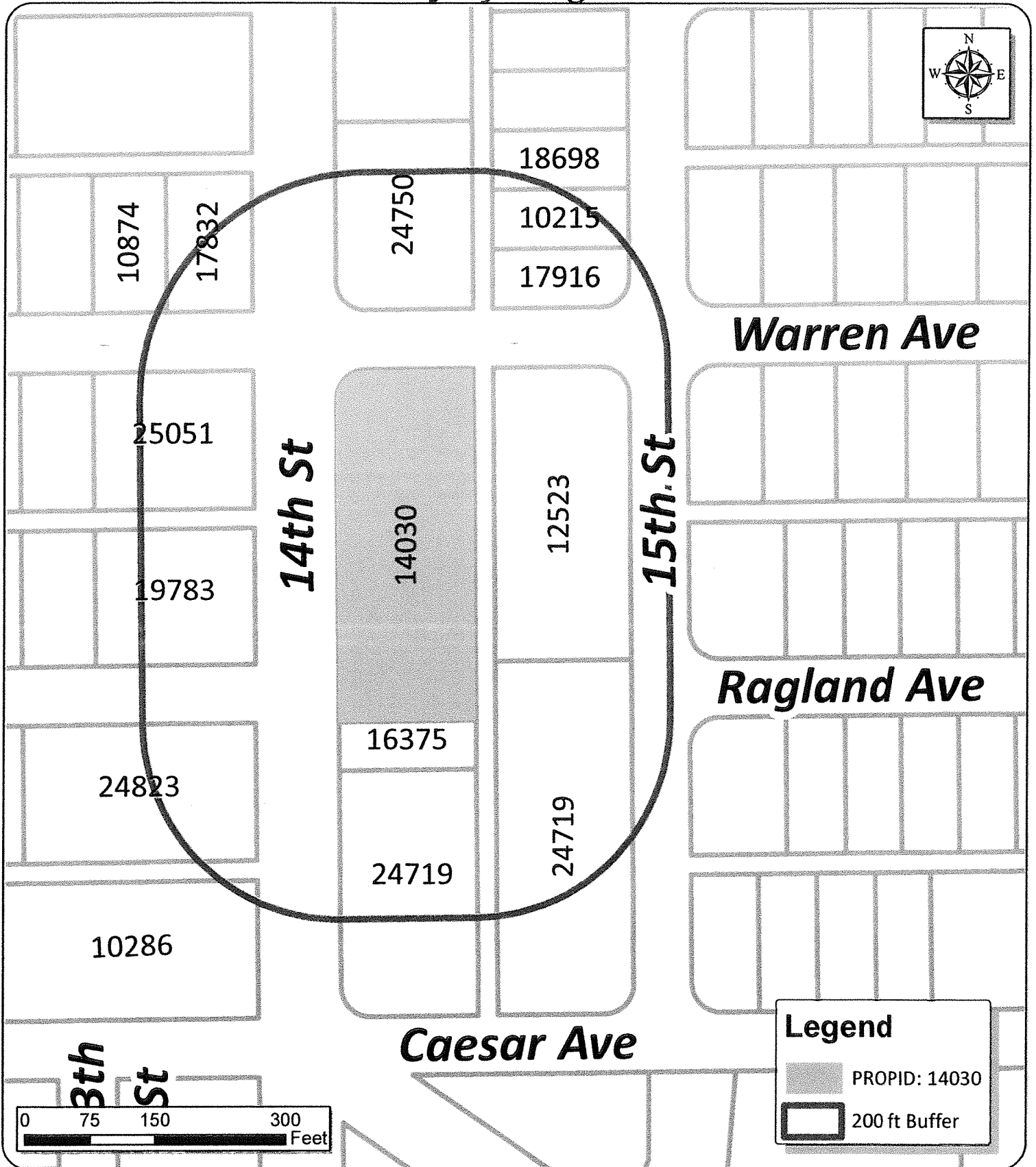
ATTEST:

Mary Valenzuela, City Secretary


APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

City of Kingsville



Document Path: N:\Engineering\GIS Techs\WAPSWAP_DOCUMENTS\Arc_City_Base_Map_8.5x11.mxd

<div>1 / 1</div> <div>Page</div>	Drawn By: Engineering Department	<p>DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	 <p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave Kingsville, Texas 78363 Office: 361-595-8007 Fax: 361-595-8064</p>
	Last Update: 10/16/2017		
	Note:		

AGENDA ITEM #5

RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR FINANCIAL ADVISORY SERVICES BETWEEN THE CITY OF KINGSVILLE, TEXAS AND ESTRADA HINOJOSA & COMPANY, INC.; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville published Request for Qualifications #17-14 for financial advisory services in the newspaper on May 17, 2017 and May 24, 2017 and accepted responses until the cutoff time on June 13, 2017. Three responses were received and the Financial Advisor Evaluation Committee interviewed with the applicants and reviewed the proposals of the three responsive requests received and scored them;

WHEREAS, after receiving the recommendation from the Committee, the City Commission on October 9, 2017 awarded the financial advisor services RFQ to the highest scoring applicant, Estrada Hinojosa & Company, Inc. (hereinafter "Estrada Hinojosa"), and authorized staff to negotiate a contract with Estrada Hinojosa (located at 1717 Main Street Ste. 4700, Dallas, Texas 75201) for Financial Advisor Services for the City of Kingsville;

WHEREAS, the City and Estrada Hinojosa have worked to prepare a contract for Financial Advisory Services between the City of Kingsville and Estrada Hinojosa and the parties both agree to the terms of the proposed contract, which includes a five-year term from the date approved by Commission, no automatic renewals, and the ability to terminate with or without cause upon thirty days written notice.

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 Financial Advisory Services Agreement between the City of Kingsville, Texas and Estrada Hinojosa & Company, Inc., in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
_____ 13th day of _____ November _____, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGREEMENT FOR FINANCIAL ADVISORY SERVICES
By and Between

CITY OF KINGSVILLE, TEXAS
(Hereinafter referred to as the "Issuer")

And

ESTRADA HINOJOSA & COMPANY, INC.

It is understood that the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot be determined and that in connection with the authorization, sale, issuance and delivery of such indebtedness of the Issuer, we have been requested to submit a proposal to provide professional services to the Issuer in the capacity of Financial Advisor. We are pleased to comply with this request and submit the following proposal for consideration. This proposal, if accepted by the Issuer, shall become the agreement (the "Agreement") between the Issuer and Estrada Hinojosa & Company, Inc. effective at the date of its acceptance as provided for herein below.

I.

This Agreement shall apply to any and all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective.

II.

We agree to provide our professional services and our facilities as Financial Advisor and agree to direct and coordinate all programs of financing as may be considered and authorized during the period in which this Agreement shall be effective and to assume and pay those fees and expenses set out in Appendix A, provided, however, that our obligations to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar actions.

III.

We agree to perform the following duties normally performed by financial advisors and all other duties as, in our judgment, may be necessary or advisable:

1. We will conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue, and service debt. This survey will include an analysis of existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration. We will also take into account future financing needs and operations as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer. Additionally, we will perform, as required, budget analysis, participate in capital improvement planning, and provide investment analysis.

2. On the basis of the information developed by the survey described above, and other information and experience available to us, we will submit to the Issuer our recommendations on the Debt Instruments under consideration including such elements as the date of issue, interest payment dates, schedule of principal maturities, portions of prior payment, security provisions, and any other additional provisions designed to make the issue attractive to investors. All recommendations will be based upon our professional judgment with the goal of designing Debt

Instruments which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.

3. We will advise the Issuer of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a time which, in our opinion, will be favorable.

4. We understand the Issuer has retained, or will retain, firms of municipal bond attorneys (the "Bond Counsel") whose fees will be paid by the Issuer. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, we will assist in coordinating the assembly and transmittal to Bond Counsel of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices, and certificates in connection with the election.

5. We will recommend the method of sale of the Debt Instruments that, in our opinion, is in the best interest of the Issuer and will proceed, as directed by the Issuer, with one of the following methods:

a. Competitive Sale: We will advise the Issuer regarding the sale of the Debt Instrument whereby we coordinate the submission of competitive bids from prospective buyers of the Debt Instruments in accordance with established procedures.

b. Negotiated Sale: We will recommend one or more investment banking firms as managers of an underwriting syndicate for the purposes of negotiating the purchase of Debt Instruments and in no event will we participate either directly or indirectly in the underwriting of the Debt Instruments. We will collaborate with any senior managing underwriter selected and Counsel to the underwriters in the preparation of the Official Statement or Offering Memorandum. We will cooperate with the underwriters in obtaining any Blue Sky Memorandum and Legal Investment Survey, preparing the Bond Purchase Contract, Underwriters' Agreement and any other related documents. The costs thereof, including the printing of the documents, will be paid by the underwriters.

6. When appropriate, we will advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

7. We will coordinate the preparation of the Notice of Sale and Bidding Instructions, Official Statement, Official Bid Form and such other documents as may be required. We will submit to the Issuer all such documents for examinations, approval and certification. After such examination, approval and certification, we will provide the Issuer with a supply of all such documents sufficient to its needs and will distribute by mail sets of the same to prospective bidders and to banks, life, fire and casualty insurance companies, investment counselors and other prospective purchasers of the Debt Instruments. We also provide sufficient copies of the Official Statement to the purchaser of the debt Instruments in accordance with the Notice of Sale and Bidding Instructions. The expenses associated with printing and distribution of these documents will be paid by the Issuer.

8. We will, after consulting the Issuer, arrange for such reports and opinions of recognized independent consultants we deem necessary and required for the successful marketing of the Debt Instruments.

9. Subject to the approval of the Issuer, we will organize and make arrangements for such information meetings as, in our judgment, may be necessary.

10. We will make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments as, in our opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, we will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the Issuer.

11. We will make recommendations to the Issuer as to the advisability of obtaining municipal bond insurance or other credit enhancement, or qualifications for same, for the Debt Instruments and, when directed by the Issuer, we will coordinate the preparation of such information as, in our opinion, is required for submission to the appropriate company, institution or institutions. In those cases where the advisability of personal presentation of

information to the appropriate company, institution or institutions may be indicated, we will arrange for such personal presentations. The expenses associated with the preparation of information and personal presentations will be paid by the Issuer.

12. We will assist the staff of the Issuer at any advertised sale of Debt Instruments in coordinated the receipt, tabulation and comparison of bids and we will advise the Issuer as to the best bid. We will provide the Issuer with our recommendations as to acceptance or rejection of such bid.

13. As soon as a bid for the Debt Instruments is accepted by the Issuer, we will proceed to coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible. We will assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.

14. We will maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments. Bond Counsel will provide an unqualified legal opinion as to the legality of the issuance of the Debt Instruments at the time of delivery.

15. If requested, we will counsel with the Issuer in the selection of a Paying Agent/Registrar for the Debt Instruments, and will assist in the preparation of agreements pertinent to these services and the fees incident thereto.

16. In the event formal verification by an independent auditor or any calculations incident to the Debt Instruments is required, we will make arrangements for such services.

17. We agree to do, or cause to be done, all work incident to pertaining Debt Instruments, obtaining approval, as may be required by the Attorney General, registration by the Comptroller of Public Accounts and delivery to the purchaser. The expenses associated with the printing of the debt instruments will be paid by the Issuer.

18. After the closing of the sale and delivery of the Debt Instruments, we will deliver to the Issuer a schedule of annual debt service requirements on the Debt Instruments. In coordination with Bond Counsel, we will assure that the Paying Agent/Registrar has been provided with a copy of the authorizing ordinance, order or resolution.

19. We will attend any and all meeting of governing body of the Issuer, its staff, representatives or committees as requested and at the Issuer's expense, at all times when we may be of assistance or service and the subject of financing is to be discussed.

20. We will advise the Issuer and its staff of changes, proposed or enacted, in Federal and State laws and regulations which would affect the municipal bond market.

21. We will work with the Issuer, its staff and any consultants employed by the Issuer in developing financial feasibility studies and analyzing alternative financing plans.

IV.

In addition to the services set out above, we agree to provide the following services when so requested:

1. We will provide our advice as to the investment of certain funds of the Issuer. We will, when so directed, purchase those investments authorized to be purchased and we will charge a normal and customary commission for each such transaction.

2. We will provide our advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.

3. We will provide our advice and assistance in the development of, and financing for, any capital improvement programs of the Issuer.

4. We will provide our advice and assistance in the development of the long-range financing plan of the Issuer.

5. We will provide any other financial planning services as may be requested by the Issuer.

V.

The fee due Estrada Hinojosa & Company, Inc. in accordance with Appendix A attached hereto, any other fees as may be mutually agreed and all expenses for which Estrada Hinojosa & Company, Inc. is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

VI.

This agreement shall become effective at the date of acceptance by the Issuer set out herein below and remain in effect thereafter for a period of five years from the date of acceptance. Provided, however, this Agreement may be terminated with or without cause by the Issuer upon thirty (30) days' written notice. In the event of such termination, it is understood and agreed that only the amount due to Estrada Hinojosa & Company, Inc. for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. This Agreement is submitted in triplicate originals. When accepted by the Issuer, it, together with Appendices A, B, C attached hereto, will constitute the entire Agreement between the Issuer and Estrada Hinojosa & Company, Inc. for the purposes and the considerations herein specified. Acceptance will be indicated by the signature of authorized officials of the Issuer together with the date of acceptance on all three copies and the return of two executed copies to Estrada Hinojosa & Company, Inc.

Respectfully submitted,

ESTRADA HINOJOSA & COMPANY, INC.

By: _____

This agreement is accepted by the Issuer this ____ day of _____, 2017.

CITY OF KINGSVILLE, TEXAS

By: _____

City Manager

City of KINGSVILLE, TEXAS

ATTEST:

By: _____
City Secretary

APPENDIX A

In consideration for the services rendered by Estrada Hinojosa & Company, Inc. to the Issuer under the terms and conditions of the Agreement to which this attached, it is understood and agreed that the fee payable to Estrada Hinojosa & Company, Inc. for special projects directed by the Issuer that may not lead to a transaction the following hourly rates apply:

Any fees and expenses paid to the Financial Advisor that are incurred during the 12-month period immediately preceding any issuance of a Debt Instrument for services related to the project being financed, in whole or in part, by the Debt Instrument, will be subtracted from the Transaction Fee otherwise payable in accordance with the fee schedule below. Any fees and expenses incurred by the Financial Advisor on work authorized by the Issuer, but unrelated to the issuance of the Debt Instrument or the project being financed, in whole or in part, by the Debt Instrument, shall not be subtracted from any Transaction Fees associated with the issuance of the Debt Instrument.

The Transaction Fees due the Financial Advisor for issuance of all Debt Instruments will be as follows:

Base Fee – Any Issue - \$2,500

Plus	\$12.50	Per	\$1,000	up to	\$250,000	or	\$5,625	for	\$250,000	Bonds
Plus	11.50	Per	1,000	next	250,000	or	8,500	for	500,000	Bonds
Plus	7.00	Per	1,000	next	500,000	or	12,000	for	1,000,000	Bonds
Plus	4.75	Per	1,000	next	1,500,000	or	19,125	for	2,500,000	Bonds
Plus	2.75	Per	1,000	next	2,500,000	or	26,000	for	5,000,000	Bonds
Plus	1.50	Per	1,000	next	5,000,000	or	33,500	for	10,000,000	Bonds
Plus	1.25	Per	1,000	over	10,000,000					

Fees for revenue bonds or other self-supporting obligations including those obligations sold competitively or placed or directly issued to governmental entities and/or other Debt Instruments involving Escrow Agreements and Refunding Bonds: it is understood and agreed that our fee will be the fee schedule set out above plus 25%. It is also understood and agreed that we will charge, in addition to our Financial Advisory fee, a computer fee and the Official Statement preparation to be negotiated on a case-by-case basis. On Texas Water Development Board or similar State/Federal Grant/Loan Programs, the fees set forth will be used to compute a fee based on the total project cost, plus out-of-pocket expenses, including application fee as set forth below. Estrada Hinojosa provides Arbitrage Rebate, Continuing Disclosure submission, and Investment Advisory services at an additional cost and separate from this Financial Advisory contract.

In consideration for the services rendered by Estrada Hinojosa & Company, Inc. to the Issuer under the terms and conditions of the Agreement to which this is attached, it is understood and agreed that the fee payable to Estrada Hinojosa & Company, Inc. for special projects directed by the Issuer that may not lead to a transaction the following hourly rates apply:

Sr. Vice President and above	\$300.00
Vice President	\$250.00
Assistant Vice President	\$200.00
Senior Associate and Analysts	\$150.00
Associate	\$100.00
Administrative	\$ 75.00

The hourly rates set forth above will be billed on a monthly or other agreed upon basis plus out of pocket expenses that may be incurred.

Estrada Hinojosa will bill the Issuer at Closing, for each issue of Obligations, a net amount, which will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer

for the Bond Attorneys; preparation, printing, and distribution of the Notice of Sale, Official Statement, Uniform Bid Form, Application or Offering Memorandum; independent consultants, out-of-pocket expenses, information meetings, if any, presentations to rating agencies and rating agency fees; if any, printing of Obligations; and all appropriate costs and expenses associated with the closing and delivery of the Obligations. Other costs associated with the completion of the project to be billed at closing include: bond insurance or other credit enhancement fees; messenger, overnight delivery, market data technology, photocopying, postage; telephone reports of independent auditors or consultants travel; and other related expenses of the issuer and company personnel.

APPENDIX B

DISCLOSURE STATEMENT REQUIRED

BY

MUNICIPAL SECURITIES RULEMAKING BOARD

This Disclosure Statement is provided by Estrada Hinojosa & Co., Inc. ("Municipal Advisor") to CITY OF KINGSVILLE, TEXAS ("Client") in connection with the Municipal Advisor Engagement contract to which this Appendix B pertains (the "Agreement") and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest pursuant to MSRB Rule G-42(b) and the events required to be disclosed to Client pursuant to MSRB Rule G-42 (c)(ii).

Part A (Disclosures of Conflicts of Interest)

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, Municipal Advisor makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Municipal Advisor's financial or other interests.

In addition, because Municipal Advisor is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service, and strict adherence to its fiduciary duty. Furthermore, Municipal Advisor's supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

1. **Compensation-Based Conflicts.** If fees due under this Agreement are partially based on the size of a bond Issue and contingent upon the delivery of the bonds, this form of compensation has the potential to create a conflict of interest. While customary in the municipal securities market, the potential conflict of interest arises from the incentive for a Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.
2. **Other Municipal Advisor or Underwriting Relationships.** Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering.

In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases (such as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities), the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its duties to Client.

3. **Broker-Dealer Business.** Municipal Advisor is a broker-dealer that provides underwriting services to its clients, in addition to serving as a municipal advisor. Such underwriting activities may be undertaken on behalf of, or as counterparty to, current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing for the other clients. Any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with underwriting transactions is mitigated by means of such activities being engaged in on customary terms under an active and long-standing regulatory structure, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

At this time, there are no *actual* material conflicts of interest known to Municipal Advisor in connection with the current Agreement. Municipal Advisor has listed the *potential* conflicts of interest to comply with MSRB Rule G-42.

Part B (Disclosures of Information Regarding Legal Events and Disciplinary History)

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. The following legal or disciplinary events may be material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel:

1. In March 2012, the Municipal Advisor paid a \$10,000 fine to settle a FINRA enforcement matter arising from the late filing of Final Official Statements.
2. In July 2015, the Municipal Advisor paid a \$17,500 fine to settle a FINRA enforcement matter arising from the late and/or inaccurate reporting of municipal bond trades.
3. In September 2015, the Municipal Advisor settled an enforcement action brought by the United States Securities and Exchange Commission as a result of their Municipal Continuing Disclosure Initiative (MCDC). As part of the settlement, the Municipal Advisor paid a \$40,000 fine.

A full report of the Municipal Advisor's disciplinary history, including the events summarized above, can be found on the Municipal Advisor's Form MA and Form MA-I filings. These filings are available online in the EDGAR database maintained by the United States Securities and Exchange Commission at this location: <https://www.sec.gov/cgi-bin/browse-edgar?company=estrada+hinojosa&owner=exclude&action=getcompany>

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 as applicable. The disclosures filed on Form MA and Form MA-I were all filed on Form BD or U4 for the applicable event. Detailed information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by FINRA's BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck reports, Municipal Advisor's CRD number is 19299.

The disclosure items listed above were all related to the Underwriting business segment of Estrada Hinojosa & Co., Inc.; not from any activity relating to our Municipal Advisory business segment. The events themselves were technical in nature and did not involve any investor harm or market disruption. The Municipal Advisor last updated Form MA on September 1, 2016.

Part C Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Sincerely,

Estrada Hinojosa + Company, Inc.

Estrada Hinojosa & Company, Inc.

APPENDIX C

DISCLOSURE STATEMENT REQUIRED

BY

THE STATE OF TEXAS

Estrada Hinojosa hereby represents and warrants that the following statements are true and correct:

- (a) Estrada Hinojosa has delivered the Certificate of Interested Parties Form 1295 ("Form 1295") and certification of filings generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent and notarized, prior to the execution of this Agreement by the City and Estrada Hinojosa. Estrada Hinojosa and the City understand that neither the City nor its consultants have the ability to verify the information included in Form 1295, and neither the City nor its consultants have an obligation, nor have undertaken any responsibility, for advising Estrada Hinojosa with respect to the proper completion of Form 1295 other than, with respect to the City, providing the identification numbers required for the completion of Form 1295.
- (b) Pursuant to Section 2270.002, Texas Government Code, Estrada Hinojosa hereby represents that it does not Boycott Israel (as defined in Section 2270.002, Texas Government Code) and, subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, the Lender agrees not to Boycott Israel during the term of this Agreement.
- (c) Estrada Hinojosa hereby acknowledges that (a) Estrada Hinojosa does not engage in business with Iran, Sudan or any foreign terrorist organization and (b) Estrada Hinojosa is not listed by the Texas Comptroller as described in Section 2252.152 of the Texas Government Code.

Sincerely,

Estrada Hinojosa + Company, Inc.

Estrada Hinojosa & Company, Inc.

AGENDA ITEM #6

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Charlie Sosa Purchasing Manager
DATE: November 6, 2017
SUBJECT: Utility Rate Study

Summary: This item authorizes the City to award RFQ#18-02 to HDR Engineering and to authorize staff to negotiate a contract with them for the Utility Rate Study for the City of Kingsville. The Utility Rate Study will cover water, wastewater, stormwater, solid waste rate, and transportation user fee.

Background: The City published a Request for Qualifications #18-02 in the newspaper on October 15, 2017 and October 27, 2017. Request for Applications were accepted until 2:00 PM on October 31, 2017. Three responses were received from New Gen Strategies and Solutions of Richardson, TX.; HDR Engineering of Austin, TX.; and Capex Consulting Group of Frisco, TX. Staff reviewed the RFQ #18-02 submittals and found the information received to be responsive. The Utility Rate Study Evaluation Committee reviewed qualifications and discussed the three firms RFQ responses based on a point evaluation system. The Utility Rate Study Evaluation Committee recommends HDR Engineering as the most highly qualified provider based on demonstrated competence and qualifications for the City of Kingsville Utility Rate Study. The Utility Rate Study Evaluation Committee consisted of, Jesus Garza, Courtney Alvarez, Deborah Balli, Charlie Sosa and Sharam Santillan. Cumulative results are in the table below:

CRITERIA	New Gen	HDR Eng.	Capex
Experience	120	145	95
Capacity	110	125	80
Methodology	100	125	75
Proposed Fee	100	100	100
Total of Committee	430	495	350



**City of Kingsville
Purchasing Department**

Financial Impact:

None at this time.

Recommendation:

It is recommended that the City: 1) award RFQ#18-02 to HDR Engineering and 2) authorizes staff to negotiate a contract with HDR Engineering, 4401 West Gate Blvd. Ste. 400, Austin, Texas for the Utility Rate Study for the City of Kingsville. Staff will negotiate a contract for a fair and reasonable price with LNV Engineering not to exceed the allotted amount. If these negotiations fail, staff will begin negotiating with the next most qualified firm. This item authorizes the award and to negotiate a contract that will be brought back to the City Commission for approval at a future meeting.



- Ability to meet minimum insurance requirements identified by the City of Kingsville identified within the standard City contract.

B. Evaluation Criteria

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	CRITERIA	MAXIMUM POINTS	N6	SCORE HDR	CAR
1.	Experience – Demonstrated experience and quality of performing rate studies based on information provided by the firm as well as reference of former and present clients.	30	25	30	20
2.	Capacity – Staff capability and availability of professional staff to serve the City of Kingsville in a competent and timely manner.	25	25	25	25
3.	Methodology – Methods the vendor will use to conduct work outlined in the RFP and evidence of ability to perform the work described herein.	25	20	25	20
5.	Proposed Fee –Although a significant factor, fees charged may not be a dominant factor but high scoring item.	20	20	20	20

90 100 85

The City of Kingsville is an Affirmative Action and Equal Opportunity Employer.

- Ability to meet minimum insurance requirements identified by the City of Kingsville identified within the standard City contract.

B. Evaluation Criteria

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	CRITERIA	MAXIMUM POINTS	SCORE		
			^{new} NGC	HDR	Capex
1.	Experience – Demonstrated experience and quality of performing rate studies based on information provided by the firm as well as reference of former and present clients.	30	25	30	20
2.	Capacity – Staff capability and availability of professional staff to serve the City of Kingsville in a competent and timely manner.	25	20	25	15
3.	Methodology – Methods the vendor will use to conduct work outlined in the RFP and evidence of ability to perform the work described herein.	25	20	25	10
5.	Proposed Fee –Although a significant factor, fees charged may not be a dominant factor but high scoring item.	20	20	20	20
H.			85	100	65

The City of Kingsville is an Affirmative Action and Equal Opportunity Employer.

- Ability to meet minimum insurance requirements identified by the City of Kingsville identified within the standard City contract.

B. Evaluation Criteria

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	CRITERIA	MAXIMUM POINTS	SCORE		
			NG	HDR	CAP
1.	Experience – Demonstrated experience and quality of performing rate studies based on information provided by the firm as well as reference of former and present clients.	30	20	25	10
2.	Capacity – Staff capability and availability of professional staff to serve the City of Kingsville in a competent and timely manner.	25	15	25	10
3.	Methodology – Methods the vendor will use to conduct work outlined in the RFP and evidence of ability to perform the work described herein.	25	15	25	10
5.	Proposed Fee –Although a significant factor, fees charged may not be a dominant factor but high scoring item.	20	20	20	20
			70	95	50

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- Ability to meet minimum insurance requirements identified by the City of Kingsville identified within the standard City contract.

B. Evaluation Criteria

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	CRITERIA	MAXIMUM POINTS	SCORE		
			NG	HDR	CAP
1.	Experience – Demonstrated experience and quality of performing rate studies based on information provided by the firm as well as reference of former and present clients.	30	25	30	25
2.	Capacity – Staff capability and availability of professional staff to serve the City of Kingsville in a competent and timely manner.	25	20	25	15
3.	Methodology – Methods the vendor will use to conduct work outlined in the RFP and evidence of ability to perform the work described herein.	25	25	25	20
5.	Proposed Fee –Although a significant factor, fees charged may not be a dominant factor but high scoring item.	20	20	20	20
TOTAL :			90	100	80

The City of Kingsville is an Affirmative Action and Equal Opportunity Employer.

- Ability to meet minimum insurance requirements identified by the City of Kingsville identified within the standard City contract.

B. Evaluation Criteria

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	CRITERIA	MAXIMUM POINTS	NG SCORE HDR		CAP
			HDR New Gen		
1.	Experience – Demonstrated experience and quality of performing rate studies based on information provided by the firm as well as reference of former and present clients.	30	25	30	20
2.	Capacity – Staff capability and availability of professional staff to serve the City of Kingsville in a competent and timely manner.	25	20 25	20 25	15 20
3.	Methodology – Methods the vendor will use to conduct work outlined in the RFP and evidence of ability to perform the work described herein.	25	20	20 25	15 20
5.	Proposed Fee – Although a significant factor, fees charged may not be a dominant factor but high scoring item.	20	20	20	20
			85	100	70

The City of Kingsville is an Affirmative Action and Equal Opportunity Employer.

Value - Eng Firm vs Not

Breadth of Experience - For Presentation Purposes

of Presentation Willing To Make
Interviews Not Needed

AGENDA ITEM #7

AGENDA ITEM #8

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Charlie Sosa Purchasing Manager
DATE: November 6, 2017
SUBJECT: Real Estate Broker Agreement

Summary:

This item authorizes the Real Estate Broker Agreement with Lynn Yaklin of Coldwell Banker Inc. for the sale of real property owned by the City of Kingsville.

Background:

During the March 13, 2017 City Commission meeting, staff was authorized to sell city owned property located off Loop 428 Kingsville, Texas (Lot Pt.9 & 10, Block 18, KT&I) via a multiple listing service (MLS) as allowed by Section 253.014 of the Local Government Code. Staff contacted several MLS Brokers locally which included Scott Irby Realty, Kingsville Realty, and Coldwell Banker Inc. and has recommended Coldwell Banker Inc. Staff has reviewed Real Estate Broker Agreement with them. Said contract is attached.

Financial Impact:

This item has no financial impact. Once the City Commission accepts an offer for the property, which has been listed for at least 30 days, then a commission based fee is due.

Recommendation:

It is recommended the City approves the Real Estate Broker Agreement with Coldwell Banker Inc., 515 E. King Ave., Kingsville, TX 78363 and that all reasonable offers will be brought back to Commission for approval.



RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL BETWEEN THE CITY OF KINGSVILLE AND LYNN YAKLIN; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville owns approximately 10.98 acres of raw land located at Lot Pt. 9 & 10, Block 18, KT&I Co. near Business Hwy 77 and Loop 428, Kingsville, Texas;

WHEREAS, on March 13, 2017, the City Commission of the City of Kingsville via Resolution #2017-16 found that it in the best interest of the citizens of Kingsville that the City-owned property located off Loop 428 (at Lot Pt. 9 & 10, Block 18, KT&I Co., Kingsville, Texas) be placed for sale as authorized by the Texas Local Government Code via a broker; and

WHEREAS, Texas Local Government Code Section 253.014 allows for certain public property to be sold via a broker with the best offer coming back before the Commission for approval of the sale;

WHEREAS, the City has located a local realtor, Lynn Yaklin, licensed to perform such listings required by the statute;

WHEREAS, the City and Lynn Yaklin have worked to complete the Texas Association of Realtors "Commercial Real Estate Listing Agreement Exclusive Right to Sell" for the listing of the City property located at Lot Pt. 9 & 10, Block 18, KT&I Co., Kingsville, Texas.

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 "Commercial Real Estate Listing Agreement Exclusive Right to Sell" between the City of Kingsville and Lynn Yaklin in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
13th day of November, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Coldwell Banker Homestead Properties, Inc.	246828	home2buy@swbell.net	(361)592-4343
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Tom Cunningham	199146	cunningham.tom@gmail.com	(361)592-4343
Designated Broker of Firm	License No.	Email	Phone
Lynn Yaklin	524273	lynnyaklin@sbcglobal.net	(361)592-4343
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Lynn Yaklin	524273	lynnyaklin@sbcglobal.net	(361)592-4343
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date



TEXAS ASSOCIATION OF REALTORS®

RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: City of Kingsville

Address: PO Box 1458

City, State, Zip: Kingsville, TX 78364

Phone: (361)595-8025

Fax: _____

E-Mail: csosa@cityofkingsville.com

Broker: Coldwell Banker Homestead Properties, Inc.

Address: 515 E King

City, State, Zip: Kingsville, TX 78363

Phone: (361)592-4343

Fax: (361)592-2980

E-Mail: lynnyaklin@sbcglobal.net

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY: "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. Land: Lot Pt 9 & 10, Block 18, KT & I Co
Addition, City of Kingsville,
in Kleberg County, Texas known as 00 BU US HWY 77 10.98 acs, 78363
(address/zip code),
or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

B. Improvements: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

C. Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories.

Residential Listing concerning _____

D. Exclusions: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____.

E. Owners' Association: The property ☐ is ☒ is not subject to mandatory membership in a property owners' association.

3. **LISTING PRICE**: Seller instructs Broker to market the Property at the following price: \$ 88,000.00 (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. **TERM**:

A. This Listing begins on November 14, 2017 and ends at 11:59 p.m. on November 13, 2018.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **BROKER'S COMPENSATION**:

A. When earned and payable, Seller will pay Broker:

☒ (1) 6.000 % of the sales price.

☐ (2) _____.

B. Earned: Broker's compensation is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing.

C. Payable: Once earned, Broker's compensation is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's compensation has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's compensation is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Compensation:

- (1) Breach by Buyer Under a Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses,

an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

- (2) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.

- (3) Other Fees and/or Reimbursable Expenses: NA

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 120 days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.
- (2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
- (a) Seller agrees to sell the Property during the protection period;
 - (b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the sale is negotiated; and
 - (c) Seller is obligated to pay the other broker a fee for the sale.

- F. County: All amounts payable to Broker are to be paid in cash in Kleberg County, Texas.

- G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

6. **LISTING SERVICES:**

- ☒ A. Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including sold data. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

Residential Listing concerning _____

- ☐ B. Seller instructs Broker not to file this Listing with one or more Multiple Listing Service (MLS) until _____ days after the date this Listing begins for the following purpose(s): _____.

(NOTE: Do not check if prohibited by Multiple Listing Service(s).)

- ☐ C. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing service.

Notice: Seller acknowledges and understands that if this option is checked: (1) Seller's Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer clients may not be aware that Seller's Property is offered for sale; (2) Seller's Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (3) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

7. ACCESS TO THE PROPERTY:

- A. **Authorizing Access:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:

- (1) access the Property at reasonable times;
- (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
- (3) duplicate keys to facilitate convenient and efficient showings of the Property.

- B. **Scheduling Companies:** Broker may engage the following companies to schedule appointments and to authorize others to access the Property: NA.

- C. **Keybox:** A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

- (1) Broker ☐ is ☒ is not authorized to place a keybox on the Property.

- (2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

- D. **Liability and Indemnification:** When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. **COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.

(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate _____ and Seller _____, _____

Page 4 of 10

- A. MLS Participants: If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:
- (1) if the other broker represents the buyer: 2.400 % of the sales price or \$ na ; and
- (2) if the other broker is a subagent: zero % of the sales price or \$ na .
- B. Non-MLS Brokers: If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:
- (1) if the other broker represents the buyer: 2.000 % of the sales price or \$ na ; and
- (2) if the other broker is a subagent: zero % of the sales price or \$ na .

9. INTERMEDIARY: (Check A or B only.)

- ☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.
- (2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- ☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
- may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- may not treat a party to the transaction dishonestly; and
- may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:

- ☐ (1) Seller does not want this Listing to be displayed on the Internet.
☐ (2) Seller does not want the address of the Property to be displayed on the Internet.

Notice: Seller understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.

C. Broker is authorized to market the Property with the following financing options:

- | | |
|------------------------------------------------------|----------------------------------------------------------|
| <input checked="" type="checkbox"/> (1) Conventional | <input type="checkbox"/> (5) Texas Veterans Land Program |
| <input type="checkbox"/> (2) VA | <input type="checkbox"/> (6) Owner Financing |
| <input type="checkbox"/> (3) FHA | <input type="checkbox"/> (7) Other |
| <input checked="" type="checkbox"/> (4) Cash | |

D. In addition to other authority granted by this Listing, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and sales information about other properties to prospective buyers;
- (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) obtain information from any holder of a note secured by a lien on the Property;
- (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
- (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller);
- (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

E. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

Residential Listing concerning _____

12. SELLER'S REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except **NONE NOTED** _____;
- F. Seller is not aware of any liens or other encumbrances against the Property, except **NONE NOTED** _____;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge; and
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: **NONE NOTED** _____.

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- B. not rent or lease the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property; and
- H. amend any applicable notices and disclosures if any material change occurs during this Listing.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) other brokers or their associates who may have information about the Property on their websites;
 - (3) acts of third parties (for example, vandalism or theft);
 - (4) freezing water pipes;
 - (5) a dangerous condition on the Property;
 - (6) the Property's non-compliance with any law or ordinance; or
 - (7) Seller, negligently or otherwise.

Residential Listing concerning _____

C. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:

- (1) are caused by Seller, negligently or otherwise;
- (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
- (3) are caused by Seller giving incorrect information to any person.

15. SPECIAL PROVISIONS:

Seller will _____ will not X allow AVM.

Seller will _____ will not X allow comments.

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Seller may need to provide are:

- ☒ A. Information About Brokerage Services;
- ☐ B. Seller Disclosure Notice (§5.008, Texas Property Code);
- ☐ C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
- ☒ D. Residential Real Property Affidavit (T-47 Affidavit; related to existing survey);
- ☒ E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
- ☐ F. Request for Information from an Owners' Association;
- ☐ G. Request for Mortgage Information;
- ☒ H. Information about Mineral Clauses in Contract Forms;
- ☐ I. Information about On-Site Sewer Facility;
- ☒ J. Information about Property Insurance for a Buyer or Seller;
- ☒ K. Information about Special Flood Hazard Areas;
- ☐ L. Condominium Addendum to Listing;
- ☐ M. Keybox Authorization by Tenant;
- ☐ N. Seller's Authorization to Release and Advertise Certain Information; and
- ☐ O. _____

20. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligation to pay Broker an earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- C. **Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.**
- D. **Broker advises Seller to review the information Broker submits to an MLS or other listing service.**
- E. **Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**
- F. **Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.**
- G. **If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.**

Residential Listing concerning 00 BU US HWY 77 10.98 acs
Kingsville, TX 78363

H. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.

Coldwell Banker Homestead Properties, Inc.
Broker's Printed Name 246828 License No.

City of Kingsville
Seller's Printed Name

☐ Broker's Signature _____ Date
☒ Broker's Associate's Signature, as an authorized agent of
Broker

Seller's Signature _____ Date

Lynn Yaklin
Broker's Associate's Printed Name, if applicable

Seller's Printed Name

Seller's Signature _____ Date



TEXAS ASSOCIATION OF REALTORS®
INFORMATION ABOUT MINERAL CLAUSES IN CONTRACT FORMS

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This form contains general information about mineral estates in published contract forms.

- 1. INTRODUCTION:** Historically, buyers and sellers of property near urban areas have not been concerned about the conveyance or retention of mineral interests. Mineral interests for such properties may have been severed in the past or the value of the mineral interests may have been relatively insignificant. There has historically been little risk that the owner of the mineral interests under property near urban areas could or would access the surface of the property to drill or excavate for minerals (perhaps, because the property was too small to support such activity or because such activity may have been heavily regulated by a city). In recent years, the discovery of large mineral deposits near urban areas and advances in drilling technologies have led to increased exploration and drilling activities in and near urban areas. In turn, buyers and sellers of property in urban and suburban areas have raised questions as to whether it is best to convey or retain all or part of the mineral interests in a particular sale.
- 2. WHO OWNS THE MINERALS?** Owners of property in or near urban areas typically are not aware of the precise extent of the mineral interests they may own. One may own all or only a portion of the mineral interests. Further, the mineral interests may have been leased. Determining who owns the mineral interests, whether the mineral interests have been leased, and who holds rights under any leases requires an expert (such as an oil and gas attorney) to review the chain of title and formulate an informed opinion.
- 3. CONTRACT FORMS:** The residential contract forms promulgated by the Texas Real Estate Commission and the commercial contract forms published by the Texas Association of REALTORS® provide that the seller will convey to the buyer all of the seller's rights associated with the property, including all mineral interests and any rights held under any mineral leases by the seller. If a seller wishes to reserve all or a part of the mineral interests and rights held by the seller in a residential transaction, the seller **must** use the Texas Real Estate Commission's Addendum for Reservation of Oil, Gas, And Other Minerals (TREC No. 44-2, TAR No. 1905). If the addendum is not attached to the sales contract, the seller conveys to the buyer all of the mineral interests and rights held by the seller at the time of the transaction. In a farm & ranch transaction, the seller may use the TREC promulgated form, but may also use any addendum prepared by an attorney or by either party.
- 4. RESOURCES:** One may find information related to mineral estates and mineral leases through many sources, including but not limited to: (a) the Real Estate Research Center (www.recenter.tamu.edu); and (b) the Railroad Commission of Texas (www.rrc.state.tx.us). There are many other useful sources that one can access via the Internet through most Internet search engines.

The undersigned acknowledge receipt of this notice.

_____ Date

_____ Date

Printed Name: _____

Printed Name: _____



TEXAS ASSOCIATION OF REALTORS®
INFORMATION ABOUT ON-SITE SEWER FACILITY

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CONCERNING THE PROPERTY AT

00 BU US HWY 77 10.98 acs
Kingsville, TX 78363

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☐ Septic Tank ☐ Aerobic Treatment ☐ Unknown
☐ _____
- (2) Type of Distribution System: _____ ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: _____ ☐ Unknown

- (4) Installer: _____ ☐ Unknown
- (5) Approximate Age: _____ ☐ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☐ No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? _____
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☐ No
If yes, explain: _____

- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☐ No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed
☐ maintenance contract ☐ manufacturer information ☐ warranty information ☐ _____
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.

Signature of Seller	Date
City of Kingsville	

Signature of Seller
Date

Receipt acknowledged by:

Signature of Buyer	Date
--------------------	------

Signature of Buyer _____ Date _____



TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT PROPERTY INSURANCE FOR A BUYER OR SELLER

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A. The availability and the affordability of property insurance may affect both the buyer and the seller.

Typically a buyer will seek to insure the property. Most mortgage lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance at or before closing may delay the transaction or cause it to end, either of which can impose both inconvenience and cost to both the buyer and the seller.

B. There are a number of factors that affect the availability and affordability of insurance.

- (1) The level of coverage will significantly affect the cost of insurance. There are several levels of insurance coverage. For example:
 - (a) a policy may cover the replacement cost of the improvements and the replacement cost of many personal items in the property in the event of most casualties;
 - (b) a policy may cover only value of the improvements and exclude many casualties; or
 - (c) a policy may cover casualties and costs between the two noted extremes under (a) and (b).
- (2) Coverage levels and prices vary from company to company. There are many insurance companies conducting business in Texas who offer a variety of insurance products at various prices.
 - (a) One insurance company may refuse to insure a particular property or person while another insurance company may elect to do so.
 - (b) One insurance company may charge a significantly lower premium than another insurance company for the same or similar coverage.
 - (c) Generally, each insurance company has specific guidelines by which it prices its insurance policies. The following are examples of criteria that an insurance company may use in evaluating an application for insurance. The criteria vary from company to company.
 - (1) Past claims filed against the property to be insured in the 5 years preceding the application.
 - (2) Past claims filed by the applicant to be insured in the 5 years preceding the application.
 - (3) The applicant's insurance credit score.
 - (4) The past relationship between the insurance company and the applicant.
 - (5) The physical characteristics of the property such as condition, age, location, or construction materials.

C. Most insurance companies participate in the Comprehensive Loss Underwriting Exchange (CLUE) and obtain a CLUE report to evaluate the claims history of the property and the applicant.

- (1) Most insurance companies contribute information about claims to an insurance industry database known as CLUE (a registered trademark of Equifax, Inc.). An insurance company obtains a CLUE report when evaluating an application for insurance.
- (2) A CLUE report contains information about the claims history of the property and of the applicant for insurance.
 - (a) The CLUE report contains only data and does not inform the buyer or seller whether insurance is or is not available or at what cost.
 - (b) Insurance companies use the CLUE report in different ways.
 - (c) It is best to speak with an insurance agent with respect to how the information in a particular CLUE report affects the affordability and availability of insurance.

Information about Property Insurance for a Buyer or Seller

- (3) While CLUE reports are generally accurate, there may be errors in the reports.
 - (a) An event may be listed as a claim even though the insurance company did not pay any proceeds (for example, the cost of repair did not exceed the deductible or an inquiry may be incorrectly classified as a claim).
 - (b) Federal law permits a person to challenge inaccurate information. One may contact the administrator of the CLUE report (Lexis-Nexis) to correct information in a CLUE report.
- (4) A property owner may, for a fee, obtain the CLUE report on his or her property through companies such as Lexis-Nexis (<https://personalreports.lexisnexis.com>, 1-866-312-9076), A-Plus (800-709-8842) or other companies, most of whose services are accessible via the Internet. An owner may also contact the Equifax Insurance Consumer Center at 800-456-6004.

D. Promptly after entering into a contract to buy a property in Texas, the buyer should take the following steps to avoid delays in closing and to avoid additional costs.

If the buyer has the option to terminate the contract, the buyer should make sure that the buyer and the insurance agent have completed the following steps before the option expires.

- (1) Contact one or more insurance agents.
 - (a) The buyer should discuss the various levels of coverage with an insurance agent and ask questions that are necessary so the buyer understands the levels of available coverage.
 - (b) Insurance agents can provide applicants with written summaries of the various coverage levels.
 - (c) Basic summaries are available at the websites noted in Paragraph E.
- (2) **Submit an application** for insurance with the insurance agent of the buyer's choice.
 - (a) Applying for insurance promptly after entering into a contract to buy a property helps avoid surprises or delays in closing the transaction.
 - (b) Prompt application permits the buyer time to evaluate various coverage levels and prices.
 - (c) Delaying the application for insurance may limit opportunities to obtain the most suitable coverage and may limit opportunities to address any unforeseen problems or delays in obtaining coverage.
 - (d) In recent years, many transactions have been delayed or terminated because of problems associated with obtaining insurance.
- (3) Ask for written confirmation from the insurance agent that the insurance company:
 - (a) has received the application;
 - (b) has reviewed the applicant's CLUE report; and
 - (c) has conducted all necessary reviews to issue a policy at the particular price quoted (some insurance companies may ask for specific information or may wish to inspect the property).
- (4) Verify that the insurance coverage the buyer chooses is acceptable to the buyer's lender.

E. If one is not able to obtain insurance at a reasonable price or more information is needed, contact the Texas Department of Insurance (www.helpinsure.com or www.tdi.state.tx.us).

Receipt acknowledged by:

Signature

Signature



TEXAS ASSOCIATION OF REALTORS®
INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2014

CONCERNING THE PROPERTY AT

00 BU US HWY 77 10.98 acs
Kingsville, TX 78363

A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area lies in a "V-Zone" or "A-Zone" as noted on flood insurance rate maps. Both V-Zone and A-Zone areas are areas with high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

B. AVAILABILITY OF FLOOD INSURANCE:

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
 - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
 - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
 - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

Information about Special Flood Hazard Areas concerning _____

- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
- (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
 - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters;
 - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
 - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

D. COMPLIANCE:

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
 - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
 - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
 - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

Information about Special Flood Hazard Areas concerning _____

E. ELEVATION CERTIFICATE:

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.

Receipt acknowledged by:

Signature

City of Kingsville

Date

Signature

Date

**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)**

Date: _____

GF No. _____

Name of Affiant(s): City of Kingsville,

Address of Affiant: PO Box 1458, Kingsville, TX 78364

Description of Property: Lot Pt 9 & 10, Block 18, KT&I Co, Acres 10.98

County Kleberg, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of TX, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners."):

2. We are familiar with the property and the improvements located on the Property.

3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.

4. To the best of our actual knowledge and belief, since October 6, 2017 there have been no:

- a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
- b. changes in the location of boundary fences or boundary walls;
- c. construction projects on immediately adjoining property(ies) which encroach on the Property;
- d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below:) _____

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

City of Kingsville

SWORN AND SUBSCRIBED this _____ day of _____, _____

Notary Public



TEXAS ASSOCIATION OF REALTORS®
**AUTHORIZATION TO FURNISH
TILA-RESPA INTEGRATED DISCLOSURES**

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To: Lender, Title Company, Escrow Agent, and/or their representatives

RE: 00 BU US HWY 77 10.98 acs, Kingsville, TX 78363 (Property)

I, City of Kingsville, ☒ Seller ☐ Buyer, have entered into
an exclusive listing/representation agreement with the following Broker:

Name of Broker: Coldwell Banker Homestead Properties, Inc.

TREC License Number: 246828

Address: 515 E King

City, State, Zip: Kingsville, TX, 78363

Phone: (361)592-4343

Fax: (361)592-2980

E-Mail: lynnyaklin@sbcglobal.net

Name of Broker's authorized agent, *if applicable*: Lynn Yaklin

TREC License Number of Broker's authorized agent, *if applicable*: 524273

I hereby authorize you to disclose and furnish a copy of any and all loan estimates, closing disclosures or other settlement statements provided in relation to the closing of the real estate transaction involving the Property, to the above-named Broker or Broker's authorized agent.

Signature of Client Date
City of Kingsville

Signature of Client Date



TEXAS ASSOCIATION OF REALTORS®
NOTICE OF INFORMATION FROM OTHER SOURCES

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To: _____

From: **COLDWELL BANKER HOMESTEAD PROPERTIES, INC.** (Broker)

Property Address: **00 BU US HWY 77 10.98 acs, Kingsville, TX 78363**

Date: **October 26, 2017**

- (1) Broker obtained the attached information, identified as legal description, lot size, square footage, year built, estimated taxes, tax appraised value
from Kleberg CAD website.
- (2) Broker has relied on the attached information and does not know and has no reason to know that the information is false or inaccurate except: None
- (3) **Broker does not warrant or guarantee the accuracy of the attached information. Do not rely on the attached information without verifying its accuracy.**

COLDWELL BANKER HOMESTEAD PROPERTIES, INC.
Broker

By: _____
Lynn Yaklin

Receipt of this notice is acknowledged by:

Signature _____ Date _____

Signature _____ Date _____

INFORMATION RE: THE SOUTH TEXAS COASTAL PLAINS REGION

CONCERNING THE PROPERTY LOCATED AT:

00 BU US HWY 77 10.98 ACS

Please be aware that you are considering a purchase or a lease of property that lies in the South Texas Coastal Plains region (including Kleberg, Kenedy, Brooks, Nueces, Jim Hogg Counties).

Regardless of whether the Seller/Owner has or has not disclosed:

- ❖ previous flooding onto the property
- ❖ improper drainage on the property
- ❖ flooding into the improvements
- ❖ nuisance flooding
- ❖ sheet flooding
- ❖ any other type of flooding or standing water

please understand that the Seller's Disclosure is not intended in any way to be a warranty or guarantee that the property will not or cannot flood at some time in the future.

Although the South Texas Coastal Plains experience long periods with no to very little rainfall, major rain events, as well as hurricanes and tropical storms, have the potential to bring heavy rainfall that can happen both over short and long periods of time. As a result of such rainfall, our entire region can experience standing water for varying lengths of time before evaporation and/or drainage occurs.

We hereby highly recommend that you consult with your insurance company, a surveyor, a flood determination company, or other qualified professionals to further determine the history or possibility of flooding on the property.

Seller's Agent _____ has by has no actual knowledge of previous flooding or improper drainage on this property.

Buyer's Agent _____ has _____ has no actual knowledge of previous flooding or improper drainage on this property.

(Seller)

(Date)

(Buyer)

(Date)

(Seller)

(Date)

(Buyer)

(Date)

[Signature]
(Agent/Broker)

(Date)

(Agent/Broker)

(Date)

This form is neither mandated nor promulgated by the Texas Real Estate Commission or Texas Association of REALTORS

ACUIZ NOTICE TO BUYER or LESSEE

CONCERNING THE PROPERTY AT: — 00 BU US HWY 77 10.98 ACS —

in Kleberg County Texas

BE AN INFORMED BUYER or Lessee

Notice is hereby given to the Buyer(s) or Lessee(s) that this property may be located in the vicinity of Naval Air Station (NAS) Kingsville and may be impacted by noise, odors, flight safety hazards, frequency interference and other potential compatibility issues relating to installation operations. You are encouraged to drive and review the area around any property in which you are interested at various times and days.

Notice is also hereby given that subject property may lie within:

- the "Controlled Compatible Land Use Area" as defined by Chapter 241 of the Texas Local Government Code, Section 241.003(7)
- and / or within an area defined by the 65 decibel (dB) day-night average sound level (Ldn) noise contour(s) as defined in NAS Kingsville's current Air Installations Compatible Use Zones (AICUZ) study, plus ¼ mile outside that area
- and / or within an area defined by the Accident Potential Zones (APZ) as defined in NAS Kingsville's current AICUZ study, plus ¼ mile outside that area
- and / or within Military Influence Area (MIA 2).

You are also given notice that as the AICUZ study is updated the zone boundaries may change. This property may also be subject to additional development regulations relative to the property's proximity to the installation.

Information on any property located within 6 miles of NAS Kingsville may be found at the following website: <http://kingsvillelegis.com/> or by visiting the City of Kingsville Planning Department.

Seller: _____

Date: _____

Seller: _____

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: _____

FAX RIDER

The purpose of this RIDER shall be to permit the use of a facsimile machine or other electronic means to negotiate and finalize a sales contract for the property commonly described as:

00 BU US HWY 77 10.90 ACS

to which the RIDER has been attached and made a part thereof, and any notices required by law to be used in conjunction with the contract. The parties agree to such use in the interest of expediency.

Therefore, the undersigned parties agree as follows:

For the purpose of negotiating and finalizing this contract, any SIGNED document, including this RIDER, transmitted by FAX machine or other electronic means shall be treated in all manner and respects as an ORIGINAL document.

The signature of any party shall be considered for these purposes an ORIGINAL document.

Any such transmitted document shall be considered to have the same binding effect as an ORIGINAL document.

At the request of either party, any document subject to this RIDER shall be re-executed by both parties in the ORIGINAL form.

Original signatures and initials on a complete FAX copy of the contract, if done in separate geographical locations by the respective parties, may be delivered to any title company used for escrow in this transaction, and once delivered, shall be deemed ORIGINALS on one and the same document, with the time of acceptance relating back to the time of communication by FAX of acceptance.

In consideration for promises made and value received hereunder, the undersigned parties hereby agree that neither shall raise the use of a FAX machine or other electronic transmission as a defense to this contract and forever waive such defense.

BUYER _____ DATE _____

SELLER	DATE
--------	------

BUYER _____ DATE _____

SELLER	DATE
--------	------



HOMESTEAD
PROPERTIES, INC.

515 E. KING
KINGSVILLE, TX 78353
BUS. (361) 592-4343
FAX (361) 592-2950
E-MAIL home2buy@cbwil.net
WEB SITE www.coldwellbanker.com

**ACKNOWLEDGMENT OF FRANCHISE RELATIONSHIP
AND CORPORATE STATUS**

The undersigned hereby acknowledges and understands that this corporation is doing business as Coldwell Banker Homestead Properties, Inc., however the official name of this corporation is "Texas Homestead Properties, Inc." and our Charter number is 41595700.

Texas Homestead Properties, Inc. is an independently owned and operated Franchise of Coldwell Banker Real Estate Corporation, and as such is solely responsible for its business practices and the acts, errors and omissions of its agents and employees.



**HOMESTEAD
PROPERTIES, INC.**

WATER DISTRICT NOTICE

515 E. King
Kingsville, TX 78363
Business (361) 592-4343
Fax (361) 592-2980
home2buy@swbell.net
www.coldwellbanker.com

The real property, described below, that you are about to purchase is located in the South Texas Water Authority District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.08325 on each \$100.00 of assessed valuation. The total amount of bonds which has been approved by the voters and which have been or may, at this date, be issued is \$17,000,000.00 and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$17,000,000.00.

The district has the authority to adopt and impose a standby fee on property in the district that has water, sewer, sanitary or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the amount of the standby fee is \$0.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of a bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utilities facilities are owned or to be owned by the district.

The legal description of the property you are acquiring is as follows:

LOT PT 9,10; BLOCK 18; KT&I Co (78363)

SELLER

DATE

SELLER

DATE

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

BUYER

DATE

BUYER

DATE

AGENDA ITEM #9

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: October 26, 2017

SUBJECT: Golf Course Irrigation Components Installation Services (RFP#17-15)

Summary:

This item authorizes the City to enter into a contract with Maldonado Nursery and Landscaping for Golf Course Irrigation Components Installation Services.

Background:

The City published a Request for Proposal #17-15 in the newspaper on May 17, 2017 and May 24, 2017. Request for Proposal were accepted until 2:00 PM on June 13, 2017 and two responsive proposals were received. The proposals were from Maldonado Nursery and Landscaping in the amount of \$97,116.00 and from Green Scape Six in the amount of \$116,531.71. Staff reviewed RFP#17-15 and made a recommendation to select Maldonado Nursery and Landscaping which was the apparent low bidder. Purchasing has called references on the recommended contractor. On September 11, 2017, the City Commission 1) awarded RFP#17-15 for Golf Course Irrigation Components Installation Services to Maldonado Nursery & Landscaping and 2) authorized staff to negotiate a contract. Staff and the vendor have worked on a contract which is before you for approval.

Financial Impact:

The total amount of \$97,116.00 will be funded through the budgeted capital program (CO 33) #033-5-4502-71239 Golf Course Irrigation Improvements.

Recommendation:

It is recommended the City Commission authorizes the City Manager to enter into an Agreement for Professional Services with Maldonado Nursery & Landscaping (located at 16349 Nacogdoches Road, San Antonio, Texas 78247) for Golf Course Irrigation Components Installation Services.



RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF KINGSVILLE AND MALDONADO NURSERY & LANDSCAPING FOR GOLF COURSE IRRIGATION COMPONENTS INSTALLATION FOR THE L.E. RAMEY GOLF COURSE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have new irrigation components installed at the L.E. Ramey Golf Course to improve efficiencies and the course; and

WHEREAS, the City Commission on September 11, 2017 awarded RFP#17-15 to Maldonado Nursery & Landscaping ("Maldonado") and authorized staff to negotiate a contract for same;

WHEREAS, the City and Maldonado have worked to prepare a Contract for Professional Services between the City of Kingsville and Maldonado Nursery & Landscaping for installation of golf course irrigation components at the L.E. Ramey Golf Course.

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 Contract for Professional Services between the City of Kingsville and Maldonado Nursery & Landscaping for Golf Course Irrigation Components Installation Services at the L.E. Ramey Golf Course in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the _____ 13th day of _____ November _____, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AIA® Document A105™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the **27th** day of **Sept.** in the year **2017**
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

**City of Kingsville
Parks & Recreation Department
400 W. King Avenue
Kingsville, Texas 78363**

and the Contractor:
(Name, address and other information)

**Maldonado Nursery & Landscaping
16348 Nacogdoches Road
San Antonio, Texas 78247
(210) 599-1219 / Fax (210) 599-9736**

for the following Project:
(Name, location and detailed description)

**City of Kingsville - LE Ramey Golf Course
2522 E. Escondido Road
Kingsville, Texas 78363**

The Architect:
(Name, address and other information)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
3	CONTRACT SUM
4	PAYMENT
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Vendor, dated , and enumerated as follows:

Drawings:

Number	Title	Date
Reference See Exhibit A - Quote for Service for Drawings and Specifications.		

Specifications:

Section	Title	Pages
---------	-------	-------

- .3 Request for Proposal and Proposal Response:

Number	Date	Pages
Reference See Exhibit A - Quote for Service for Drawings and Specifications.		
- .4 written orders for changes in the Work issued after execution of this Agreement; and

Init.

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User Notes:

(3491355639)

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than **Forty Five (45)** calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.

(Insert the date of commencement, if it differs from the date of this Agreement.)

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

See Exhibit A - Quote for Service

\$97,116.00 / Ninty Seven Thousand One Hundred Sixteen Dollars & No/100

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
-----------------	-------

§ 3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit
------	-----------------------	----------------

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Owner or Designee, the Owner shall pay Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Contractor shall submit by the 20th of the month a draw to the Owner based on percentages of work completed less Five Percent (5%) Retainage.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

8% Per Annum

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

(Insert specific insurance requirements and limits.)

Type of insurance

Limit of liability (\$ 0.00)

See Exhibit B - Certificate of Insurance

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF OWNER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Owner/Designee are instruments of the Owner/Designee's service for use solely with respect to this Project. The Owner/Designee shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner/Designee.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

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§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor. **If no further adjustment can be made because the contract amount has been paid, the Contractor will pay the Owner the amount due within 30 days.**

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner/Designee.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Owner/Designee's information a Contractor's construction schedule for the Work.
if any

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner ~~and Architect~~ that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the **Owner** in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the ~~Architect~~ Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, **Owner's Designee**, **Owner's** consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The ~~Owner/Designee~~ will provide administration of the Contract as described in the Contract Documents. The ~~Owner/Designee~~ will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The ~~Owner/Designee~~ will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The ~~Owner/Designee~~ will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work,

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since these are solely the Contractor's responsibility. The Owner/Designee will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Owner's/Designee's observations and evaluations of the Contractor's Applications for Payment, the Owner/Designee will review and certify the amounts due the Contractor.

§ 9.5 The Owner/Designee has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Owner/Designee will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Owner/Designee will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Owner/Designee will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Owner/Designee will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Owner's/Designee's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Owner/Designee. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. ~~If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.~~

§ 10.2 The Owner/Designee will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment **at the mutual agreement of both parties.**

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner/Designee an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the

Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Owner/Designee will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner/Designee determines is properly due, or notify the Contractor and Owner in writing of the Owner's/Designee's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Owner/Designee has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Owner/Designee, shall have responsibility for payments to a subcontractor or supplier.
if any,

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Owner/Designee will make an inspection to determine whether the Work is substantially complete. When the Owner/Designee determines that the Work is substantially complete the Owner/Designee shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner/Designee will inspect the Work. When the Owner/Designee finds the Work acceptable and the Contract fully performed, the Owner/Designee will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Owner/Designee releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and

equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner/Designee as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner/Designee requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Owner/Designee fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Owner/Designee, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

to the time of termination

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Owner/Designee may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed ^{up to the time of termination.} and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed up to the time of termination.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

Payment and Performance Bond will be issued within 7 day of contract execution.

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name, title and address)

Jerry Maldonado, Vice President

(Printed name, title and address)

LICENSE NO.: **IRR3896 / TCLP211**

JURISDICTION: **Texas**

Maldonado Nursery & Landscaping, Inc.

16348 Nacogdoches Road
San Antonio, Texas 78247
210.599.1219

6/13/2017

Project : #1706017 City of Kingsville - L E Ramey
Golf Course

Client : Estimator/Project Manager

Job Site :

City of Kingsville - L E Ramey Golf Course
2522 E Escondido Rd
Kingsville, Tx 78363

DETAILS

Maldonado Nursery & Landscaping, Inc. is pleased to provide a quote for the landscape development scope as outlined below for the above shown project. The quote provided is based on the plans and specifications noted below, when no specification is provided or referenced Maldonado Nursery & Landscaping, Inc. will use those practices as commonly accepted by the TNLA (Texas Nursery and Landscape Association). This quote is subject to review and modification after (15) days unless specified otherwise in specifications referenced, or upon modification of plans and specifications via addendum.

CONTRACT

Maldonado Nursery and Landscaping, Inc. agrees to provide all the necessary labor, equipment, and materials in accordance with the attached Project Details, Drawings and additional specifications as may be needed and initiated by the parties and attached hereto. Any alteration or deviation from the attached details, specifications and drawings which involve additional costs, will become an extra charge over and above the cost of the original agreement. All additional work shall be paid in full at the completion of such work. Maldonado Nursery and Landscaping, Inc. cannot be held responsible for any delays that may occur caused by weather or by outside sources by which the contractor has no control over.

PAYMENTS

The Owner or Owners Agent agrees to pay any and all payments according to the payment schedule. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, Maldonado Nursery and Landscaping, Inc. reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made.

The following estimate has been prepared by: (Julio De La Cruz)

Irrigation Base Bid: \$ 95,211.00 See **INCLUSIONS** on Page 2 for Detailed Irrigation Inclusions.

Bonding @ 2.0%: \$ 1,905.00

Project Total: \$ 97,116.00

Sales Taxes have been included in this bid.

Total price for the completion of this project : \$97,116

SPECIFICATIONS

Maldonado Nursery and Landscaping, Inc. hereby propose to furnish all materials, except as noted (Exclusions), and perform all labor necessary for completion of the project as indicated in the Scope of Work, Inclusions, attached details, specifications and drawings.

SCOPE

Labor, materials, equipment and supervision as required to complete the scope of work shown below, as per plans and specifications shown above, unless specifically excluded elsewhere in this quote. The detailed project scope will be listed in the Inclusions and Exclusions sections of this bid.

SCOPE OF WORK

Irrigation Plans:
IR.1 - Dated 04/03/2017

Specifications:
Per plan sheets. Dated 04/03/2017

Irrigation:

Installation Labor, installation labor of central control ICI interface, central control ground grid w/ plate , rod , and ground enhancement material, ICSD Surge Device w/ grounding rod & valve box, part circle IC rotors w/ swing joint (greens), double service tees w/ 1 1/2" nipple (greens), full circle IC rotors w/ swing joint (tees & fairways), 14-2 maxi cable, relocation of 48 green rotors (to be relocated near putting surface).

Notes:

- 1) Maldonado will not be responsible to locate or expose any sleeves installed by others.
- 2) Maldonado Nursery and Landscaping reserves the right to reject or adjust any bid that is not inclusive of all base bid items.
- 3) This bid does Not include a Maintenance Service Proposal. Please Contact our Maintenance Division for Bid.
- 4) All new material to be installed are to be provided by Others.

This bid has been prepared for the following Maldonado Nursery & Landscaping, Inc. Division

Maldonado Nursery and Landscaping, Inc.
Corpus Christi Division
Ben Baize - Commercial Division Manager
361.452.1037 O
361.452.1893 F
1960 Holly Road
Corpus Christi, TX 78417
corye@mnlsa.com
Christopher Koontz - Commercial Estimating Manager
chrisk@mnlsa.com

INCLUSIONS

The following items are included in this bid per the following detailed scope:

Detailed Irrigation Inclusions:

This proposal includes all labor and equipment for the installation ONLY of the items listed below.

- (1 ea) Central Control ICI Interface
 - (1 ea) Central Control Ground Grid w/ Plate Rod , & Ground enhancement Material
 - (49 ea) ICSD Surge Device w/ Ground Rods & Valve Box
 - (150 ea) Part Circle IC Rotors w/ Swing Joint (Greens)
 - (75 ea) Double Service Tees w/ 1 1/2" Nipple (Greens)
 - (277 ea) Full Circle IC Rotors w/ Swing Joint (Tees & Fairways)
 - (42,500 Lf) 14-2 Maxi- Cable
 - (48 ea) relocation of existing rotors
-
-

WORK COMPLETION SCHEDULE:

All work described and detailed in the RFP

Professional Services for the
L. E. Ramey Golf Course
Irrigation Component Installation

The estimated completion date pending any weather or set-backs not specific to Maldonado Nursery and Landscaping will take 40 to 45 full working days.

EXCLUSIONS

Maldonado Nursery and Landscaping, Inc has excluded the following items from this bid:

Cost of bonding, Cost of P&P Bonding, OCP insurance premiums, fee(s) for drug testing and background check(s), water meter, tap in, impact fees, electrical service for irrigation controller, furnishings, fencing, masonry, sub-grade preparation, cost of water for maintenance and establishment, flat work, tree preservation, restoration in areas outside of scope, cutting, patching, and boring, unless specifically shown above.

Detailed Exclusions:

- 1) Landscape Furnishings
- 2) Structures
- 3) Concrete Flatwork
- 4) Excavation and haul-off
- 5) Areas outside of LOW Limit of Work
- 6) Material Cost / Materials to be provided by others
- 7) Turf area revitalization due to trenching operations.

QUALITY

All material is guaranteed to be as specified. All work shall be performed in a good and workmanlike manner per industry standards and shall be in compliance with the drawings and specifications listed above.

GUARANTEE

Maldonado Nursery and Landscaping, Inc. hereby guarantees that the work shall be free from defects in labor for one (1) year from the date of completion of the project. Materials are warranted as specified by individual manufacturers and not by the Contractor.

CHANGE ORDERS

The Owner or Owners Agent may, from time to time during the progress of work, request changes in the work specified above. If the Owner agrees to an appropriate increase or decrease in the contract amount because of the requested change(s), the work shall be performed. Additional charges for the changes are due and payable prior to the work being performed, with payment to be received no later than the next scheduled contract payment.

IRRIGATION IN CHARGE

Jerry Maldonado - License # LI0003896 expiration 04/30/2018

Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us.

ADDITIONAL SERVICES AVAILABLE

Maldonado Commercial Services Division is able to provide Landscape & Irrigation Maintenance, Final Cleaning, Janitorial services. To obtain information or a quote for these services please call 210-599-1219

OFFERED BY

Christopher T. Koontz	Ben Baize
Commercial Estimating Manager	Corpus Christi Division Manager

SIGNATURE

Acceptance of basic construction contract per building plans, plan details and specifications. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

CORPORATE OFFICE SAN ANTONIO

www.mnlsa.com
16348 Nacogdoches Road
San Antonio, TX 78247
(210) 599.1219

DIVISION LOCATIONS

AUSTIN
9800 Brown Ln.
Austin, TX 78754
(512) 252.0198
(512) 832.9109 (f)

HOUSTON
2308 Bingle Rd.
Houston, TX 77055
(713) 647.9000
(713) 647.9001 (f)

CORPUS CHRISTI
1960 Holly Rd.
Corpus Christi, TX 78417
(361) 452.1037
(361) 452.1893 (f)



CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT B

DATE (MM/DD/YYYY)

10/4/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wortham San Antonio Inc. 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	CONTACT NAME: Karen Mayorga	PHONE (A/C, No, Ext): 210-249-2347	FAX (A/C, No): 210-223-2806
	E-MAIL ADDRESS: karen.mayorga@worthaminsurance.com		
INSURED Maldonado Nursery & Landscaping Inc. 16348 Nacogdoches Road San Antonio TX 78247	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Depositors Insurance Company		42587
	INSURER B : Texas Mutual Insurance Company		22945
	INSURER C : Western Surety Company		13188
	INSURER D : Allied Property & Casualty Insurance Company		42579
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 38210695**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> On & Off Site Coverage <input checked="" type="checkbox"/> Deductible \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLDO7236084680	5/26/2017	5/26/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAPD7236084680	5/26/2017	5/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CAD7226084680 Follow Form	5/26/2017	5/26/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N		N/A	TSF0001270170	5/26/2017	5/26/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Business Service Dishonesty			70673285	3/30/2017	3/30/2019	Limit: \$100,000
D	Installation Floater			CIMP7236084680	5/26/2017	5/26/2018	Limit: \$400,000/Deductible: \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: LE Ramey Golf Course

CERTIFICATE HOLDER**CANCELLATION**

City of Kingsville
Parks & Recreation Department
400 W. King Avenue
Kingsville TX 78363

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P.

John L. Wortham & Son, L.P.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;

- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone

else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored,

treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat,

smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is

owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as

damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by

physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred

before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or

temporarily occupied by you with permission of the owner.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow

this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this

Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.**

- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:**

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**

- 16. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises

you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 22. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 01 56 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – PESTICIDE OR HERBICIDE APPLICATOR – LIMITED POLLUTION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations: WHOLESALE NURSERY / LANDSCAPE
Limit Of Liability for "property damage" – \$5,000 per "occurrence" unless otherwise indicated below: \$ 1000000 Per "Occurrence"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to the operations described in the Schedule:

- A. Paragraph (1)(d) of Exclusion f. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply if the insured is properly licensed to conduct the operations.
- B. Paragraphs (4) and (5) of Exclusion j. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** do not apply to "property damage" occurring as a result of such operations performed at premises under your care, custody or control.

- C. The following is added to Paragraph 5. of **Section III – Limits Of Insurance:**

Subject to the Each Occurrence Limit, the most we will pay for "property damage" to property covered in Paragraph B. of this endorsement is \$5,000 per "occurrence" unless otherwise indicated in the Schedule.

All terms and conditions apply unless modified by this endorsement.

**COMMERCIAL GENERAL LIABILITY
CG 73 23 12 14**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Lost Key Coverage

- Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

- Limit of Insurance** - The most we will pay for "loss" arising out of any one "occurrence" is \$ 10,000.
- Section V Definitions** the following is added:

"Loss" means unintentional physical damage or destruction to tangible property, including theft or disappearance. Tangible property does not include money or securities.

B. Voluntary Property Damage

- Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

- Limit of Insurance** - The most we will pay for "loss" arising out of any one "occurrence" is \$1500.
- For the purpose of this extended coverage the following definition is added to **Section V – Definitions**:

"Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions**, exclusion **g. Aircraft, Auto Or Watercraft Paragraph (2) (a)** is replaced with:

- Less than 51 feet long; and

D. Expanded Property Damage Coverage

- For the purposes of this endorsement only:

Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, exclusion **j. Damage to Property** is amended as follows:

- Paragraphs (3), (5), and (6) are deleted in their entirety.
- Paragraph (4) is deleted in its entirety and replaced with:
 - Personal property in the care custody or control of the insured:
 - for storage or sale at premises you own, rent or occupy; or
 - while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.
- The coverage provided by this endorsement does not apply to "property damage":
 - Arising out of the disappearance or loss of use of personal property; or
 - Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for "property damage" provided by this coverage in any one "occurrence" is \$5,000.
3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage to Premises Rented to You** is not otherwise excluded, exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, paragraph 6 is replaced with:

6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$300,000.

3. Under **Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** paragraphs **1.b** and **1.d.** are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** paragraph **3.a.** is replaced with:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to:

1. Any person(s) or organization(s) described in Paragraph 2. below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract or agreement with you for such leased equipment expires.

- b. Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance or use of that part of the premises you own, rent, lease or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- c. State or Political Subdivision – Permits Relating to Premises** – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

- d. Owners, Lessees, or Contractors** – with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or survey services, including:
 - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering or surveying services.
- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insureds a. – d. described above:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. Primary and Noncontributory – Other Insurance Conditions

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (a) The additional insured is a Named Insured under such other insurance; and
- (b) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. Employee Bodily Injury To Another Employee

Under **Section II – Who Is An Insured** The following is added to paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. Broad Form Named Insured

Under **Section II – Who Is An Insured** The following is added to paragraph 2.:

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. Aggregate Limit Per Location

Under **Section III – Limits Of Insurance** the following is added to paragraph 2:

The General Aggregate Limit under **Section III Limits of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. Aggregate Limit Per Project

Under **Section III – Limits Of Insurance** The following paragraph is added to paragraph 2:

The General Aggregate Limit under **Section III Limits of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

M. Medical Payments

Under **Section III – Limits Of Insurance**, paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions**, The following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit condition**:

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions**, **6. Representations** the following paragraph is added:

- d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all

hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions**, **8. Transfer of Rights of Recovery Against Others to Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards".

Q. Liberalization

Under **Section IV – Commercial General Liability Conditions**, **10. Liberalization** the following paragraph is added:

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions** definition 3. Is replaced with:

- 3. "Bodily injury" means physical injury, sickness or disease to a person and, if arising out of the foregoing, mental anguish, mental injury, shock or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – PRIMARY AND NONCONTRIBUTORY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY POLICY

A. Under DEFINITIONS, A. Applicable to Coverage A and Coverage B, definition 7. "Other insurance" is replaced by the following:

7. "Other insurance" means a policy of insurance affording coverage that this policy also affords. "Other insurance" includes any type of self-insurance or other mechanism by which an "insured" arranges for funding of legal liabilities.

"Other insurance" does not include:

- a.** "underlying insurance";
- b.** any other policy naming an additional insured as a named insured; or

c. a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

B. Under CONDITIONS, Applicable to Coverage A and Coverage B, the following paragraph is added to condition 10. "Other Insurance":

This condition does not apply when "underlying insurance" provides coverage on either a primary basis or a primary and noncontributory basis to an additional insured included in "underlying insurance".

All terms and conditions of this policy apply unless modified by this endorsement.

Maldonado Nursery & Landscaping Inc.

COMMERCIAL GENERAL LIABILITY
CG 74 34 05 12**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****TEXAS - BLANKET ADDITIONAL INSURED
ENDORSEMENT COMMERCIAL
CONTRACTORS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. The written contract or written agreement must be:

1. Valid and legally enforceable;
2. Currently in effect or becoming effective during the term of this policy; and
3. Executed prior to an "occurrence" resulting in "bodily injury", "property damage," or "personal and advertising injury."

However, if you have entered into a construction contract subject to Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code with the additional insured, the insurance afforded to such person only applies to the extent permitted by Subchapter C of the Chapter 151 of Subtitle C of Title 2 of the Texas Insurance code.

- B.** The insurance provided to the additional insured is further limited as follows:

1. That person or organization is an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" for the additional insured which is the subject of the written contract or written agreement.
2. If we insured the Named Insured for more than one annual policy period:
 - a. Only the policy in effect at the time the "bodily injury", "property damage", or "personal and advertising injury" first occurs will apply;
 - b. "Bodily injury", "property damage", or "personal and advertising injury", first occurs when it is initially discovered by any person;

- c. Any continuation, progression, change or resumption of "bodily injury", "property damage", or "personal and advertising injury" will be deemed to be one occurrence;

- d. Our limit of liability will not exceed the Limits of Insurance for one annual policy period.

3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **Section V - Definitions** does not apply to "bodily injury" or "property damage" caused in whole or in part by the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" caused in whole or in part by the "products-completed operations hazard" such coverage will not apply beyond the period of time required by the written contract or written agreement.

4. The insurance provided to the additional insured does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

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- c. Defects in design or specifications furnished by the additional insured or its "employees".

5. We have no duty to defend or indemnify an additional insured under this endorsement:

- a. For any loss which occurs prior to our Named Insured commencing operations at the location of the loss.
- b. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**.

C. With respect to the coverage provided under this endorsement, **Section IV – Commercial General Liability Conditions** are amended as follows:

- 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
- (2) Agree to trigger or activate any other insurance which the additional insured has for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance;

- 2. With respect to the coverage provided under this endorsement, Condition 4. **Other Insurance** is replaced by the following:

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured's own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability
- (e) That is any other insurance available to an additional insured under this endorsement covering liability for damages arising out of the premises or operations, or products and completed operations, for which the additional insured has been added as an additional insured by that other insurance.

- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance available to the additional insured permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance available to the additional insured does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADVANCE NOTICE OF CANCELLATION, NONRENEWAL
OR COVERAGE REDUCTION OR RESTRICTION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

SCHEDULE

Person(s) or Organization(s)	Address
Blanket as per written contract.	

Number of Days Notice 30

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

Maldonado Nursery & Landscaping Inc.

COMMERCIAL AUTO
AC 01 01A 03 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESS AUTO ADVANTAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

A. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

B. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of the – COVERED AUTOS SECTION:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of the LIABILITY COVERAGE SECTION:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Paragraph A.2.a. (2) of the LIABILITY COVERAGE SECTION is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Paragraph A.2.a.(4) of the LIABILITY COVERAGE SECTION is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS

Paragraph B.5.A. Fellow Employee in the LIABILITY COVERAGE SECTION is replaced as follows;

- A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

- 1. Paragraph B.6. Care, Custody or Control of the LIABILITY COVERAGE SECTION, does not apply to "property damage" to property, other than your property, up to an amount

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not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of the – PHYSICAL DAMAGE COVERAGE SECTION:

c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1,8,61 or 68 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

I. EXPANDED TOWING COVERAGE

We will pay up to:

1. \$100 for a covered "auto" you own of the private passenger type, or
2. \$250 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

J. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under the - PHYSICAL DAMAGE COVERAGE SECTION of this policy; and
 - b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";

- 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- 3) Security deposits not refunded by a lessor;
- 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
- 5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

K. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA9923 on this policy.

L. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of the PHYSICAL DAMAGE COVERAGE SECTION is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to us or we pay for its "loss".

M. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Section A.4. of the – PHYSICAL DAMAGE COVERAGE SECTION:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

N. NEW VEHICLE REPLACEMENT COST

The following is added to paragraph C.Limit of Insurance of the PHYSICAL DAMAGE COVERAGE SECTION:

5. The provisions of paragraphs 1.and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight of 20,000 pounds or less which is a new vehicle.

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

In this endorsement, a new vehicle means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

O. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph 5. Transfer Of Rights Of Recovery Against Others To Us of – BUSINESS AUTO and MOTOR CARRIER CONDITIONS SECTIONS:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

All terms and conditions of this policy apply unless modified by this endorsement.

Maldonado Nursery & Landscaping Inc.

COMMERCIAL AUTO
AC 01 02TX 03 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BUSINESS AUTO EXTENSION ENDORSEMENT
TEXAS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**A. CHANGES FOR TRAILERS AND FARM EQUIPMENT**

1. Under the COVERED AUTOS SECTION, the following are added to Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:
4. "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching.
5. Farm wagons or farm implements while being towed by a covered "auto".

B. CHANGES FOR ADDITIONAL NEWLY ACQUIRED VEHICLES

2. Paragraph B.2 of the COVERED AUTOS SECTION is replaced by the following:
 2. If Symbol(s) 7 or 67 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is \$100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

C. BLANKET ADDITIONAL INSURED

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to an accident, other than a contract for the lease or rental of a vehicle is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in the LIABILITY COVERAGE SECTION of the Coverage Form

D. REPLACED EXCLUSIONS

The Expected or Intended Injury Exclusion in the LIABILITY COVERAGE SECTION is replaced by the following:

Expected or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the "insured". This exclusion applies even if the resulting "bodily injury" or "property damage":

- a. is of a different kind, quality or degree an initially expected or intended; or
- b. is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

E. ADDITIONAL EXCLUSIONS

The following exclusions are added to the LIABILITY COVERAGE SECTION:

Damage to Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

Abuse or Molestation

"Bodily injury" or "property damage" arising out of:

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
- b. The negligent:
 - 1) Employment;
 - 2) Investigation;
 - 3) Supervision;
 - 4) Reporting to the proper authorities, or failure to so report; or
 - 5) Retention;of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

Abuse means an act which is committed with the intent to cause harm.

Explosives

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

Rolling Stores

If a covered "auto" is a rolling store, "bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

Wrong Delivery of Liquid Products

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after the delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

Professional Services

"Bodily injury":

- a. Resulting from the providing or the failure to provide any medical or other professional services.
- b. Resulting from food or drink furnished with these services.

"Bodily injury" or "property damage" resulting from the handling of corpses.

F. MOTOR HOME CONTENTS COVERAGE

1. For a covered "auto" that is a motor home the following exclusions are added to the PHYSICAL DAMAGE COVERAGE SECTION:

Motor Home Contents

This insurance does not apply to:

- a. "Loss" to the covered "auto's" contents, except equipment usual to trucks or private passenger "autos".
- b. "Loss" to TV antennas, awnings or cabanas.
- c. "Loss" to equipment designed to create added living facilities.

However, these exclusions do not apply if Miscellaneous Personal Property Coverage is provided by endorsement to this policy.

G. ACCIDENTAL AIRBAG DISCHARGE COVERAGE

Under Paragraph B.3.a. of the PHYSICAL DAMAGE COVERAGE SECTION, the following is added:

Mechanical breakdown does not include the accidental discharge of an airbag.

H. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under PHYSICAL DAMAGE COVERAGE SECTION, Paragraph C, Limit of Insurance is replaced by the following:

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property.
2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
- 3. The cost of repairing or replacing may be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers.
 - 4. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

I. GLASS REPAIR –WAIVER OF DEDUCTIBLE

Under Paragraph D. Deductible of the PHYSICAL DAMAGE COVERAGE SECTION, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

J. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

The requirement in Loss Condition 2.a. Duties In The Even Of Accident, Claim, Suit Or Loss – of the BUSINESS AUTO CONDITIONS SECTION and the MOTOR CARRIER CONDITIONS SECTION that you must notify us of an "accident", "claim", "suit", or "loss" applies only when the "accident", "claim", "suit", or "loss" is known to :

- 1. You, if you are an individual
- 2. A partner, if you are a partnership;
- 3. An executive officer or the employee designated by you to give such notice if you are a corporation; or
- 4. A member, if you are a limited liability company.

K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The BUSINESS AUTO CONDITIONS SECTION and MOTOR CARRIER CONDITIONS SECTION- B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

L. AUTOS HIRED OR RENTED BY EMPLOYEES

If hired or rented "autos" are covered "autos" on this policy, the following provisions apply:

A. Changes In Liability Coverage

The following is added to the Who Is An Insured Provision in the LIABILITY COVERAGE SECTION:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph 5.f. of the **Other Insurance** Condition in the Motor Carrier Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- 1. Any covered "auto" you lease, hire, rent or borrow; and
- 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

M. EMERGENCY LOCKOUT – PRIVATE PASSENGER VEHICLES

We will reimburse you up to \$50 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

N. LIBERALIZATION

Paragraph 3. of the General Conditions is replaced by the following:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

City of Kingsville
Parks & Recreation Department
400 W. King Avenue
Kingsville TX 78363

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. SECTION II- LIABILITY COVERAGE

Who Is An Insured is amended to include as an additional insured for Liability Coverage:

Each person or organization shown in the Schedule, but only to the extent that person or organization qualifies as an "insured". Loss must arise out of ongoing operations performed for the Named Insured.

B. SECTION IV- BUSINESS AUTO CONDITIONS SECTION V- GARAGE CONDITIONS

The following paragraph is added to B.5 of **Other Insurance**:

e. If required by a written contract or written agreement executed before the "accident" occurred, any insurance carried by the person or organization shown in the schedule shall be noncontributory with respect to the coverage provided to you.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADVANCE NOTICE OF CANCELLATION, NONRENEWAL
OR COVERAGE REDUCTION OR RESTRICTION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

SCHEDULE

Person(s) or Organization(s)	Address
Blanket as per written contract.	

Number of Days Notice 30

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to:

PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 05/26/2017

at 12:01 A.M. standard time, forms a part of

Policy No. TSF0001270170

of the Texas Mutual Insurance Company

Issued to Maldonado Nursery & Landscaping Inc.

Endorsement No.

Premium \$

Ron Wright

Authorized Representative

WC420601 (ED. 1-94)

AGENT'S COPY

AAPAVIA

4-26-2012

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 05/26/2017

at 12:01 A.M. standard time, forms a part of

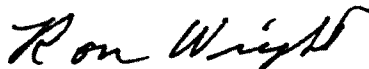
Policy No. TSF0001270170

of the Texas Mutual Insurance Company

Issued to Maldonado Nursery & Landscaping Inc.

Endorsement No.

Premium \$



Authorized Representative

WC420304A (ED. 1-01-2000)

AGENDA ITEM #10

**City of Kingsville
Public Works**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: William Donnell, Public Works Director
DATE: November 6, 2017
SUBJECT: John-Deere Backhoe for Water Construction Dept.

Summary:

This item authorizes the purchase of a new 310L John-Deere Backhoe from DOGETT.

Background:

This backhoe will replace Unit 408, a 2009 Case 580N with 5100 hours that is in need of extensive hydraulic repairs.

Financial Impact:

This purchase will expend \$59,500 of allocated funding budgeted in Machinery/Equipment 051-5-6001-71200.

Recommendation:

Staff recommends purchasing the backhoe from DOGETT, 134 North Padre Island Drive, Corpus Christi, TX 78418 under BuyBoard Contract #515-16 per attached specifications. Local Government Code 271, Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and services". Therefore, competitive bidding has been met.



DOGGETT

**134 North Padre Island Drive
Corpus Christi, Tx. 78418
Main Line: (361)-289-0275**

Customer:	City of Kingsville	Manufacturer:	Deere
Contact:		Model:	310L
Phone:		Stock #:	00000
Fax:		Serial #:	00000
Date:	10/23/17	Expires:	11/22/17
Year:	New	0	Hours: 0

[illegible]

TRADE #1	YEAR: 2009 MAKE: Case MODEL: 580N DESCRIPTION: SERIAL: 526260 HOURS: 5100			Machine Sale Price	\$81,500.00
				Rental Interest	-
TRADE #2	YEAR: 1993 MAKE: Ditch Witch MODEL: 3k0428 DESCRIPTION: SERIAL: HOURS: 5227			Down Payment	-
				TRADE IN + PAYOFF (if applicable)	(22,000.00)
Finance rates subject to credit approval. I accept this quote with noted revisions. Signature:				SUB TOTAL	\$59,500.00
				DOCUMENT FEES	0
				TOTAL Without Tax	\$59,500.00
Warranty	TYPE	MONTHS	HOURS	Applicable Tax/Insurance	
	FULL	36	3k	Total	\$59,500.00

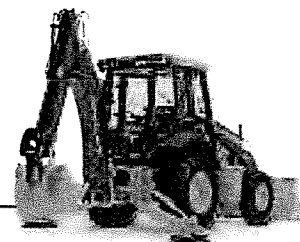
<u>Financing Options:</u>	<u>Annual Rate</u>	<u>Months</u>	<u>Monthly Note</u>
<i>Input Fields</i>	0.00%	24	\$0.00
	0.00%	36	\$0.00
	0.00%	48	\$0.00
	0.00%	60	\$0.00
	0.00%	72	\$0.00



310L EP / 310L SPECIFICATIONS

Engine	310L EP	310L
Manufacturer and Model	John Deere PowerTech™ E 4045HT072 turbocharged	John Deere PowerTech™ Plus 4045HT096 turbocharged
Non-Road Emission Standard	EPA Interim Tier 4/EU Stage IIIB	EPA Final Tier 4/EU Stage IV
Displacement	4.5 L (276 cu. in.)	4.5 L (276 cu. in.)
Gross Power at Rated Speed	55 kW (74 hp) at 2,200 rpm <i>With Canopy and 90-amp Fixed Fan</i>	70 kW (94 hp) at 2,200 rpm <i>With Cab and 120-amp Viscous Fan</i>
Net Peak Power (ISO 9249)	53 kW (71 hp) at 1,950 rpm	70 kW (93 hp) at 2,240 rpm
Net Peak Torque (ISO 9249)	310 Nm (229 lb.-ft.) at 1,300 rpm	314 Nm (232 lb.-ft.) at 1,300 rpm
Net Torque Rise	39%	29%
Lubrication	Pressure system with spin-on filter and cooler	Pressure system with spin-on filter and cooler
Air Cleaner	Dual-stage dry type with safety element and evacuator valve	
Cooling		
Fan Type	Suction-type cooling fan standard; viscous variable-rate (temperature-controlled) fan optional	Electronically controlled, variable rate, suction-type cooling fan
Engine Coolant Rating	-40 deg. C (-40 deg. F)	-40 deg. C (-40 deg. F)
Engine Oil Cooler	Oil to water	Oil to water
Powertrain		
Transmission	4-speed, helical-cut gears, full PowerShift™ transmission with hydraulic reverser standard; electric clutch cutoff on loader lever	
Torque Converter	Single stage, dual phase with 2.63:1 stall ratio, 280 mm (11 in.)	
Maximum Travel Speeds with Standard Engine, Measured with 19.5L-24 Rear Tires		
Gear 1	Forward 5.1 km/h (3.2 mph)	Forward 5.4 km/h (3.4 mph)
Gear 2	Reverse 9.5 km/h (5.9 mph)	Reverse 10.1 km/h (6.3 mph)
Gear 3	19.6 km/h (12.2 mph)	20.7 km/h (12.9 mph)
Gear 4	35.7 km/h (22.2 mph)	37.4 km/h (23.2 mph)
Axles		
Axle Oscillation, Stop to Stop, Front Axle	22 deg.	22 deg.
Axle Ratings	Front	Rear
SAE J43	5000 kg (11,000 lb.)	6000 kg (13,200 lb.)
Dynamic	9000 kg (19,800 lb.)	10 000 kg (22,000 lb.)
Static	23 500 kg (51,800 lb.)	26 500 kg (58,400 lb.)
Ultimate	37 000 kg (81,600 lb.)	39 500 kg (87,100 lb.)
Differentials		
Mechanical-Front-Wheel-Drive (MFWD) Axle	Open – standard; automatic, limited-slip traction control – custom or optional	
Rear Axle	Foot actuated, hydraulically engaged 100% mechanical lock	
Steering (ISO 5010)	Hydrostatic power steering and emergency steering	
Axle	MFWD	Non-Powered Front
Curb-Turning Radius		
With Brakes	3.57 m (11 ft. 9 in.)	3.55 m (11 ft. 8 in.)
Without Brakes	4.15 m (13 ft. 7 in.)	4.12 m (13 ft. 6 in.)
Bucket-Clearance Circle		
With Brakes	9.99 m (32 ft. 9 in.)	9.98 m (32 ft. 9 in.)
Without Brakes	10.86 m (35 ft. 8 in.)	10.84 m (35 ft. 7 in.)
Steering Wheel Turns (lock to lock)	2.7	3.2
MFWD and Rear Axle	Heavy duty, outboard planetary final drives distribute shock loads over 3 gears	
Brakes (ISO 3450)		
Service	Power assisted, hydraulic wet disc, mounted inboard, self-adjusting and self-equalizing	
Parking	Spring applied, hydraulically released, wet, multi-disc, independent of service brakes with electric switch control	
Hydraulics		
Main Pump	Open center, gear type, tandem with unloader	Open center, single-gear pump
Pump Flow at 2,200 rpm		
Backhoe	119 L/m (31.5 gpm)	106 L/m (28 gpm)
Loader	98 L/m (26 gpm)	106 L/m (28 gpm)
System Relief Pressure		
Backhoe	24 993 kPa (3,625 psi)	24 993 kPa (3,625 psi)
Loader	22 063 kPa (3,200 psi)	22 063 kPa (3,200 psi)
Controls		
Backhoe	2-lever mechanical standard; pilot controls with pattern select and manual and/or electric auxiliary functions optional; field kits available for additional mechanical-control options	
Loader	Single-lever control with electric clutch cutoff switch standard; manual auxiliary function (2nd lever), single-lever control with electric clutch cutoff and electrohydraulic (EH) proportional auxiliary control optional	

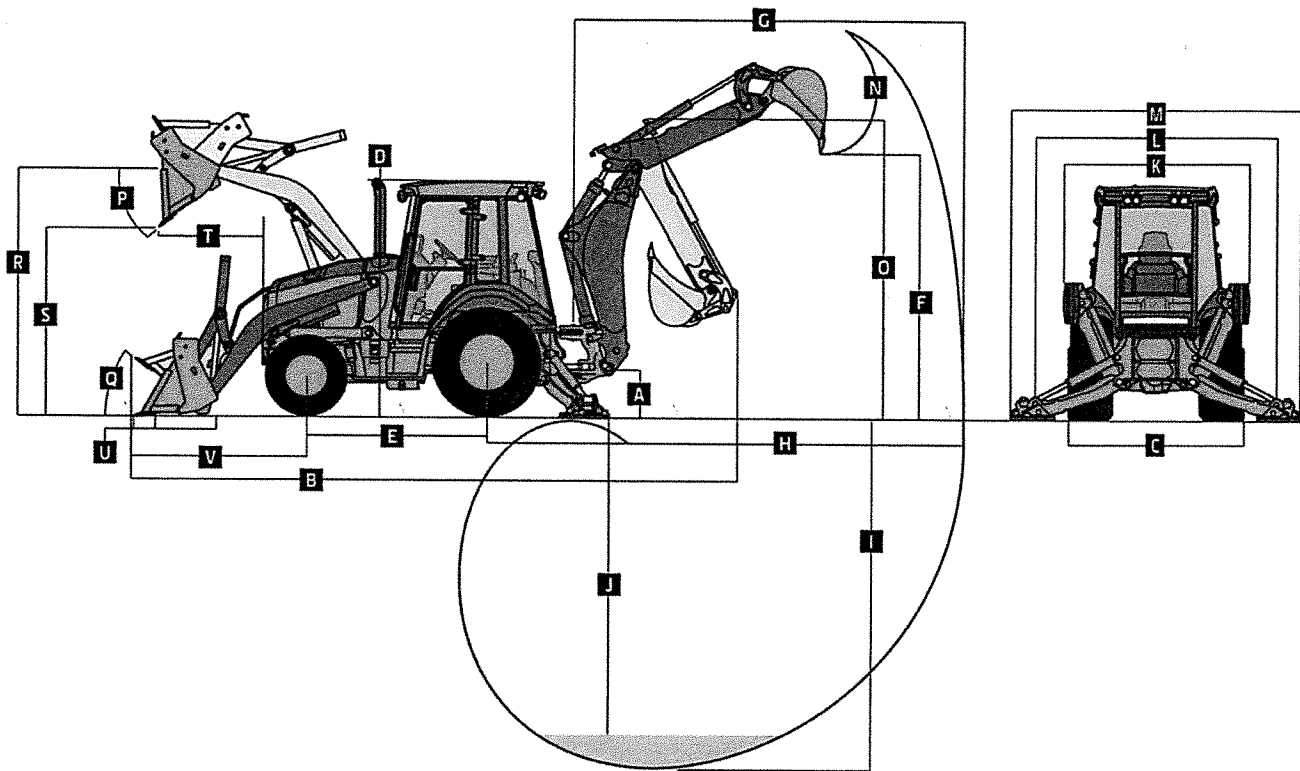
310L EP / 310L SPECIFICATIONS



Cylinders	310L EP / 310L		
Heat-treated, chrome-plated, polished rods; hardened steel (replaceable bushings) pivot pins			
	<i>Bore</i>	<i>Rod Diameter</i>	<i>Stroke</i>
Loader Boom (2)	80 mm (3.15 in.)	50 mm (1.97 in.)	790 mm (31.10 in.)
Loader Bucket (1)	90 mm (3.54 in.)	50 mm (1.97 in.)	744 mm (29.29 in.)
Backhoe Boom (1)	110 mm (4.33 in.)	56 mm (2.20 in.)	821 mm (32.32 in.)
Backhoe Crowd (1)	110 mm (4.33 in.)	63 mm (2.48 in.)	553 mm (21.77 in.)
Backhoe Bucket (1)	80 mm (3.15 in.)	50 mm (1.97 in.)	892 mm (35.12 in.)
Backhoe Swing (2)	80 mm (3.15 in.)	45 mm (1.77 in.)	310 mm (12.20 in.)
Backhoe Extendable Dipperstick (1)	63 mm (2.48 in.)	32 mm (1.26 in.)	1062 mm (41.81 in.)
Backhoe Stabilizer (2)	80 mm (3.15 in.)	50 mm (1.97 in.)	500 mm (19.69 in.)
Non-Powered Axle (1)	70 mm (2.76 in.)	42 mm (1.65 in.)	210 mm (8.27 in.)
MFWD (1)	65 mm (2.56 in.)	40 mm (1.57 in.)	210 mm (8.27 in.)
Electrical	310L EP	310L	
Voltage	12 volt	12 volt	
Alternator Rating	90 amp with canopy and quarter cab / 120 amp with cab	120 amp with canopy and quarter cab / 150 amp with cab	
Lights	10 halogen: 4 front, 4 rear, and 2 side docking (32,500 candlepower each); turn signals and flashers: 2 front and 2 rear; stop and taillights; and 2 rear reflectors; factory-installed option for 2 LED spotlights and 8 LED floodlights in lieu of standard halogen light package		
Operator Station	310L EP / 310L		
Type (ISO 3471)	Canopy, isolation mounted, ROPS/FOPS, left/right access, with molded roof; optional quarter cab (front glass only) and fully enclosed cab		
Tires/Wheels	310L EP	310L	
	<i>Front</i>	<i>Rear</i>	<i>Front</i> <i>Rear</i>
Non-Powered Front Axle	12.5/80-18 F3 (12)	19.5L-24 R4 (12)	12.5/80-18 F3 (12) 19.5L-24 R4 (12)
With MFWD	12-16.5 NHS (12)	19.5L-24 R4 (12)	12-16.5 NHS (12) 19.5L-24 R4 (12)
	—	—	12.5/80-18 I3 (12) 19.5L-24 R4 (10)
	—	—	12.5/80-18 R4 (10) 19.5L-24 R4 (12)
	—	—	12.5/80-18 I3 (12) 21L-24 R4 (12)
	—	—	12.5/80-18 R4 (10) 21L-24 R4 (12)
	—	—	340/80R18 XMCL 500/70R24 XMCL
	—	—	340/80R18 550 500/70R24 550
	—	—	340/80R18 580 500/70R24 580
Serviceability			
Refill Capacities			
Cooling System			
Cab	25.7 L (27.2 qt.)	30.0 L (31.7 qt.)	
Canopy	22.9 L (24.2 qt.)	28.2 L (29.8 qt.)	
Rear Axle	18 L (19 qt.)	18 L (19 qt.)	
Engine Oil (including vertical spin-on filter)	13 L (13.7 qt.)	13 L (13.7 qt.)	
Torque Converter and Transmission	15.1 L (16 qt.)	15.1 L (16 qt.)	
Fuel Tank (with ground-level fueling)	140.1 L (37 gal.)	140.1 L (37 gal.)	
Diesel Exhaust Fluid (DEF) Tank	—	16.3 L (4.3 gal.)	
Hydraulic System	126.8 L (33.5 gal.)	126.8 L (33.5 gal.)	
Hydraulic Reservoir	45 L (11.9 gal.)	45 L (11.9 gal.)	
MFWD Housing			
Axle	6.5 L (6.9 qt.)	6.5 L (6.9 qt.)	
Planetary (each)	0.9 L (1 qt.)	0.9 L (1 qt.)	
Operating Weights			
With Full Fuel Tank, 79-kg (175 lb.) Operator, Standard Equipment, and Bumper	6545 kg (14,430 lb.)	6654 kg (14,669 lb.)	
Typical with Cab, Extendable Dipperstick, and 204-kg (450 lb.) Counterweight	7203 kg (15,880 lb.)	7311 kg (16,119 lb.)	
Optional Components (weight difference between base equipment and option)			
Cab	263 kg (580 lb.)	263 kg (580 lb.)	
MFWD with Tires	168 kg (370 lb.)	168 kg (370 lb.)	
Extendable Dipperstick	191 kg (420 lb.)	191 kg (420 lb.)	
Front Loader Coupler	257 kg (566 lb.)	257 kg (566 lb.)	
Backhoe Bucket Coupler	59 kg (130 lb.)	59 kg (130 lb.)	

310L EP / 310L

Overall Dimensions		310L EP / 310L
A	Ground Clearance, Minimum	293 mm (12 in.)
B	Overall Length, Transport	7.24 m (23 ft. 9 in.)
C	Width Over Tires	2.16 m (7 ft. 1 in.)
D	Height to Top of ROPS/Cab	2.81 m (9 ft. 3 in.)
E	Length from Axle to Axle	
	Non-Powered Front Axle	2.16 m (7 ft. 1 in.)
	MFWD Axle	2.19 m (7 ft. 2 in.)



Backhoe Dimensions and Performance		310L EP / 310L
Backhoe specifications are with 610-mm x 0.18-m ³ (24 in. x 6.5 cu. ft.) bucket; dipper lift specs are with a boom angle of 65 deg.		
	Bucket Range	305–762 mm (12–30 in.)
	Digging Force	
	Bucket Cylinder	48.2 kN (10,844 lb.)
	Crowd Cylinder	31.1 kN (6,992 lb.)
	Swing Arc	180 deg.
	Operator Control	2 levers
	Leveling Angle	14 deg.
	Stabilizer Angle Rearward	18 deg.

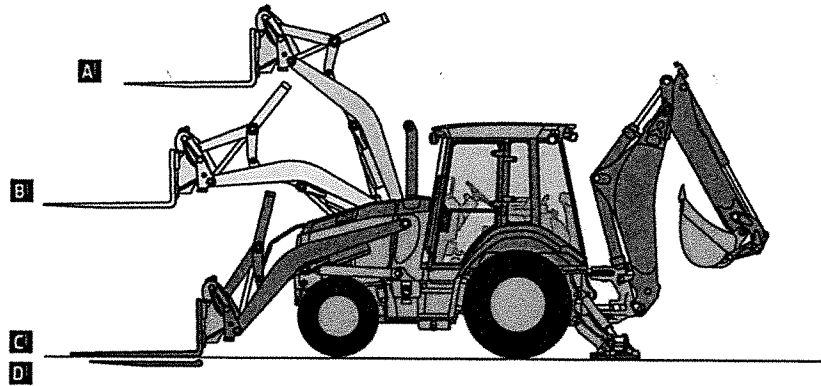
		With Optional Extendable Dipperstick		
		With Standard Backhoe	Retracted	Extended
F	Loading Height, Truck Loading Position	3.41 m (11 ft. 2 in.)	3.49 m (11 ft. 6 in.)	4.15 m (13 ft. 7 in.)
G	Reach from Center of Swing Pivot	5.42 m (17 ft. 10 in.)	5.49 m (18 ft. 0 in.)	6.51 m (21 ft. 4 in.)
H	Reach from Center of Rear Axle	6.49 m (21 ft. 3 in.)	6.55 m (21 ft. 6 in.)	7.57 m (24 ft. 10 in.)
I	Digging Depth (SAE maximum)	4.27 m (14 ft. 0 in.)	4.33 m (14 ft. 2 in.)	5.39 m (17 ft. 8 in.)
J	Digging Depth (SAE)			
	610-mm (2 ft.) Flat Bottom	4.22 m (13 ft. 10 in.)	4.29 m (14 ft. 1 in.)	5.36 m (17 ft. 7 in.)
	2440-mm (8 ft.) Flat Bottom	3.89 m (12 ft. 9 in.)	3.96 m (13 ft. 0 in.)	5.10 m (16 ft. 9 in.)
K	Stabilizer Width, Transport	2.18 m (7 ft. 2 in.)	2.18 m (7 ft. 2 in.)	2.18 m (7 ft. 2 in.)
L	Stabilizer Spread, Operating	3.10 m (10 ft. 2 in.)	3.10 m (10 ft. 2 in.)	3.10 m (10 ft. 2 in.)
M	Stabilizer Overall Width, Operating	3.53 m (11 ft. 7 in.)	3.53 m (11 ft. 7 in.)	3.53 m (11 ft. 7 in.)
N	Bucket Rotation	190 deg.	190 deg.	190 deg.
O	Transport Height	3.42 m (11 ft. 2 in.)	3.42 m (11 ft. 2 in.)	3.42 m (11 ft. 2 in.)

Loader Dimensions and Performance

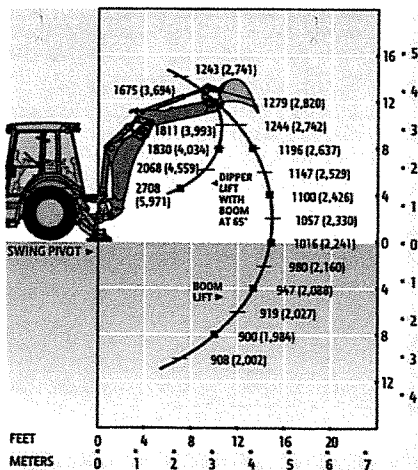
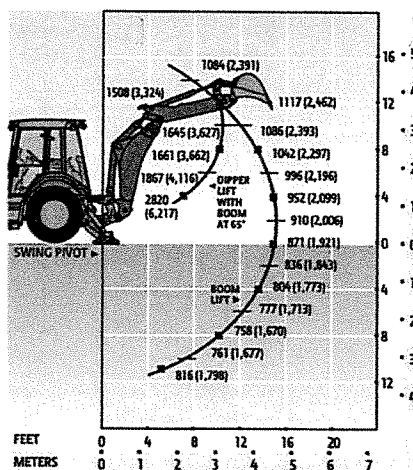
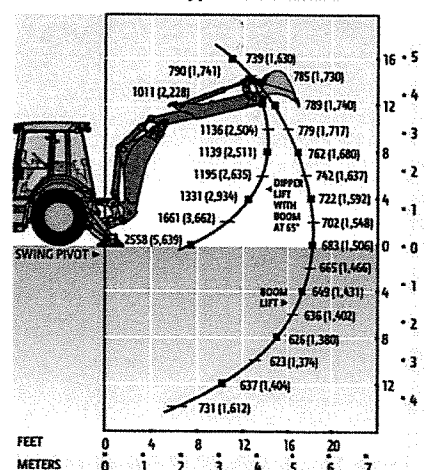
	310L EP / 310L			
P Bucket Dump Angle, Maximum	45 deg.			
Q Rollback Angle at Ground Level	40 deg.			
	<i>Heavy-duty</i>	<i>Heavy-duty</i>	<i>Heavy-duty long lip</i>	<i>Multipurpose</i>
Bucket Capacity	0.77 m ³ (1.00 cu. yd.)	0.86 m ³ (1.12 cu. yd.)	0.96 m ³ (1.25 cu. yd.)	0.96 m ³ (1.25 cu. yd.)
Width	2184 mm (86 in.)	2184 mm (86 in.)	2184 mm (86 in.)	2184 mm (86 in.)
Weight	363 kg (800 lb.)	390 kg (860 lb.)	405 kg (892 lb.)	794 kg (1,750 lb.)
Breakout Force	41.6 kN (9,353 lb.)	42.3 kN (9,504 lb.)	39.9 kN (8,978 lb.)	37.0 kN (8,311 lb.)
Lift Capacity, Full Height	3099 kg (6,833 lb.)	3179 kg (7,009 lb.)	2934 kg (6,469 lb.)	2605 kg (5,743 lb.)
R Height to Bucket Hinge Pin, Maximum	3.45 m (11 ft. 4 in.)	3.45 m (11 ft. 4 in.)	3.45 m (11 ft. 4 in.)	3.45 m (11 ft. 4 in.)
S Dump Clearance, Bucket at 45 deg.	2.71 m (8 ft. 11 in.)	2.74 m (9 ft. 0 in.)	2.64 m (8 ft. 8 in.)	2.65 m (8 ft. 8 in.)
T Reach at Full Height, Bucket at 45 deg.	734 mm (28.9 in.)	699 mm (27.5 in.)	825 mm (32.5 in.)	737 mm (29.0 in.)
U Digging Depth Below Ground, Bucket Level	107 mm (4.2 in.)	107 mm (4.2 in.)	88 mm (3.5 in.)	147 mm (5.8 in.)
V Length from Front Axle Centerline to Bucket Cutting Edge	2.02 m (6 ft. 8 in.)	1.97 m (6 ft. 6 in.)	2.12 m (6 ft. 11 in.)	2.09 m (6 ft. 10 in.)

Lift Capacity with Quick-Coupler Forks

	1219-mm (48 in.) Tines	1524-mm (60 in.) Tines
Hydraulic Capacity		
A ¹ Maximum Height	1711 kg (3,772 lb.)	1592 kg (3,510 lb.)
B ¹ Maximum Reach	2690 kg (5,931 lb.)	2530 kg (5,578 lb.)
C ¹ At Ground Line	3393 kg (7,480 lb.)	3203 kg (7,061 lb.)
D ¹ Below Ground Line	222 mm (8.7 in.)	222 mm (8.7 in.)

**Lift Capacity with Bucket**

Lift capacities are over-end values in kg (lb.) according to SAE J31. Figures listed are 87% of the maximum lift force available. Calculated with 610-mm x 0.18-m³ (24 in. x 6.5 cu. ft.) bucket. Bucket impacts overall lift capacity.

STANDARD LIFT**With Standard Dipperstick****STANDARD LIFT****With 1.06-m (3 ft. 6 in.)
Extendable Dipperstick, Retracted****STANDARD LIFT****With 1.06-m (3 ft. 6 in.)
Extendable Dipperstick, Extended**

Additional equipment

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

310L	310L	310SL	HL	315SL	410L	710L	Engine
●	●	●	●	●	●	●	Coolant recovery tank with low-level indicator
●	●	●	●	●	●	●	Foldout, hinged cooling system
●	●	●	●	●	●	●	Serpentine belt with automatic belt tensioner
●							Suction-type cooling fan
▲							Viscous variable-rate cooling fan
	●	●	●	●	●	●	Electronically controlled, variable-rate suction-type cooling fan
	●	●	●	●	●	●	Self-cleaning exhaust aftertreatment system
▲	▲	▲	▲	▲	▲	▲	Chrome exhaust extension
	●	●	●	●	●		Grid heat
						●	Glow plugs
▲							Ether starting aid
▲	▲	▲	▲	▲	▲	▲	1,000-watt electric engine coolant heater
●	●	●	●	●	●	●	Electronic fuel lift pump
							Powertrain
●	●					●	PowerShift™ transmission: Torque converter with twist-grip Transmission Control Lever (TCL) and neutral safety switch interlock (1st through 4th gears)
		●	●	●	●		PowerShift transmission: Torque converter with twist-grip TCL and neutral safety switch interlock (1st through 5th gears)
		●	●	●	●		5th-gear overdrive
		▲	▲	▲	▲	▲	AutoShift transmission
●	●	●	●	●	●	●	Transmission oil cooler
▲	▲	▲	●	▲	▲	▲	Transmission remote oil-sampling port
●	●	●	●		●		Differential lock, electric foot actuated, protection on/off
		●	●	●	●	●	Differential lock, electric foot actuated
●	●	●	●	●	●	●	Auto shutdown
●	●	●	●	●	●	●	Planetary final drives
●	●	●	●	●	●	●	Power-assisted hydraulic service brakes (conform to ISO 3450): Inboard, wet multi-disc, self-adjusting and self-equalizing
●	●	●	●	●	●	●	Parking/emergency brake with electric switch control (conforms to ISO 3450): Spring applied, hydraulically released wet multi-disc / Independent of service brakes
●	●	●	●	●	●	●	Hydrostatic power steering with emergency manual mode
▲	▲	▲	▲	▲	▲	▲	Non-powered front axle
●	●						MFWD with open differential: Electric on/off control / Sealed axle
▲	▲	●	●	●	●	●	MFWD with traction-control limited-slip differential: Electric on/off control / Sealed axle
		●	●	●	●		Automatic MFWD braking (4th and 5th gear overdrive only)
●	●					●	Automatic MFWD braking (4th gear only)
▲	▲	▲	▲	▲	▲		MFWD driveshaft guard
							Backhoe
			●		●	●	Lift mode
			●		●	●	Precision mode
●	●						Standard dipperstick, 4.27-m (14 ft. 0 in.) digging depth

310L	310L	310SL	HL	315SL	410L	710L	Backhoe (continued)
		●					Standard dipperstick, 4.34-m (14 ft. 3 in.) digging depth
				●			Standard dipperstick, 4.17-m (13 ft. 8 in.) digging depth
					●		Standard dipperstick, 4.83-m (15 ft. 10 in.) digging depth
						●	Standard dipperstick, 5.25-m (17 ft. 3 in.) digging depth
▲	▲	▲	●	▲			Extendable dipperstick, 1.06-m (3 ft. 6 in.) extension
					▲		Extendable dipperstick, 1.21-m (4 ft. 0 in.) extension
						▲	Extendable dipperstick, 1.37-m (4 ft. 6 in.) extension
●	●	●	●	●	●	▲	Heavy-duty backhoe bucket cylinder
▲	▲	▲	●	▲	▲	▲	ISO (Deere) 2-lever mechanical backhoe controls
▲	▲	▲	●	▲	▲	▲	2-lever pilot controls with pattern-selection feature
●	●	●	●	●	●	●	Backhoe transport lock lever
●	●	●	●	●	●	●	Swing lock pin stored in operator's station
●	●	●	●	●	●	●	Stabilizers with 2-direction anti-drift valves
		▲	●				Extended (long) stabilizers with reversible pads
		▲	▲	▲	▲		Severe-duty backhoe bucket with lift loops
▲	▲	▲	▲	▲	▲	▲	Backhoe couplers for John Deere, Case, and Cat buckets
▲	▲	▲	▲	▲	▲	▲	Auxiliary backhoe valve with 1-way flow for hammers and compactors with plumbing
▲	▲	▲	▲	▲	▲	▲	Auxiliary backhoe valve with 1- and 2-way flow for swingers, thumbs, augers, etc. (plumbing not included)
▲	▲	▲	▲	▲	▲	▲	Hydraulic thumb
		▲	▲	▲	▲		Rear hydraulic coupler
		▲	▲	▲	▲		Spring-type coupler
							Loader*
●	●	●	●	●	●	●	Loader bucket anti-spill (rollback)
●	●	●	●	●	●	●	Return-to-dig feature
●	●	●	●	●	●	●	Single-lever control with electric clutch disconnect
●	●	●	●	●	●	●	Bucket-level indicator
●	●	●	●	●	●	●	Loader boom service lock
▲	▲			▲			Auxiliary loader hydraulics with 2-lever control
▲	▲	▲	▲	▲	▲	▲	Auxiliary loader hydraulics with single control lever with EH auxiliary control (MFWD and clutch disconnect)
▲	▲	▲	▲	▲	▲	▲	Hydraulic coupler for buckets, forks, etc.
▲	▲	▲	▲	▲	▲	●	Ride control
		▲	▲	▲	▲		Auto ride control
							Hydraulic System
●							119-L/m (31.5 gpm) tandem-gear pump with unloader, open-center system
	●						106-L/m (28 gpm) single-gear pump, open-center system
		●					136-L/m (36 gpm) tandem-gear pump, open-center system

*See dealer for range of heavy-duty, multipurpose, and coupler buckets and forks.

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO 9249. No derating is required up to 1500-m (5,000 ft.) altitude for the 310L and up to 3050-m (10,000 ft.) for the 310L with optional altitude-compensating turbocharger, the 310SL, the 310SL HL, the 315SL, and the 410L. Specifications and design are subject to change without notice. Wherever applicable, specifications are in accordance with ISO standards. Except where otherwise noted, these specifications are based on 310L EP and 310L units with 19.5L-24-in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR (R4) front tires, 0.86-m³ (1.12 cu. yd.) loader buckets, and 610-mm x 0.18-m³ (24 in. x 6.5 cu. ft.) backhoe buckets; a 310SL unit with 19.5L-24-in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR (R4) front tires, 1.00-m³ (1.31 cu. yd.) loader bucket, and 610-mm x 0.21-m³ (24 in. x 7.5 cu. ft.) backhoe bucket; a 310SL HL unit with boost mode, 21L-24 in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR front tires, 1.00-m³ (1.31 cu. yd.) loader bucket, and 610-mm x 0.21-m³ (24 in. x 7.5 cu. ft.) backhoe bucket; a 315SL unit with 19.5L-24 in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR (R4) front tires, 1.00-m³ (1.31 cu. yd.) loader bucket, and 610-mm x 0.21-m³ (24 in. x 7.5 cu. ft.) backhoe bucket; a 410L unit with boost mode, 21L-24-in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR front tires, 1.15-m³ (1.5 cu. yd.) loader bucket, and 610-mm x 0.21-m³ (24 in. x 7.5 cu. ft.) backhoe bucket; and a 710L unit with 21L-28-in. 18PR (R4) tubeless rear and 15-19.5-in. 12PR (R4) front tires, 1.24-m³ (1.62 cu. yd.) loader bucket, and 610-mm x 0.31-m³ (24 in. x 11 cu. ft.) backhoe bucket.

Additional equipment *(continued)*

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

310L EP	310L	310SL	HL	315SL	410L	710L	
			●			●	Hydraulic System <i>(continued)</i>
							159-L/m (42 gpm) axial-piston pump, PCLS system
						●	197-L/m (52 gpm) axial-piston pump, PCLS system
●	●	●	●	●	●	●	Auto-idle
●	●	●	●	●	●	●	Economy mode
●	●	●	●	●	●	●	Dedicated hydraulic reservoir
							Electrical System
●	●	●	●	●	●	●	12-volt system
●							90-amp alternator (canopy and quarter cab)
●							120-amp alternator (cab)
	●	●	●		●		120-amp alternator (canopy and quarter cab)
	●	●	●	●	●	●	150-amp alternator (cab)
●	●	●	●	●	●	●	Single battery with 180-min. reserve capacity and 925 CCA
▲	▲	▲	▲	▲	▲	●	Dual batteries with 360-min. reserve capacity and 1,850 CCA
▲	▲	▲	▲	▲	▲	▲	Remote jump posts and battery disconnect
							Lights
●	●	●	●	●	●	●	Halogen lights (10), 32,500 candlepower each (4 front driving/working, 4 rear working, and 2 side docking)
●	●	●	●	●	●	●	Turn signal/flashing (2 front and 2 rear)
●	●	●	●	●	●	●	Rear stop and tail (2)
▲	▲	▲	▲	▲	▲	▲	LED light package
							Operator's Station
●	●	●	●			●	Modular-design ROPS/FOPS (Level 2) canopy with molded roof (meets ISO 3449 and ISO 3471/SAE J1040); isolation mounted
●	●	●	●	●	●	●	Molded floor mats (with pilot controls only)
●	●	●	●	●	●	●	12-volt outlet
●	●	●	●	●	●	●	Lockable right-side storage
▲	▲	▲	▲	▲	▲	▲	Lockable left-hand storage with cup holders
▲	▲	▲	▲	▲	▲	▲	Interior front-view mirror
▲	▲	▲	▲	▲	▲	▲	Outside rearview mirrors
●	●	●	●	●	●	●	Rotary-dial hand throttle
●	●	●	●	●	●	●	Suspended foot throttle
▲	▲	▲	▲	▲	▲	▲	Air-suspension seat (with cab only)
●	●						Key start switch with electric fuel shutoff
●	●	●	●	●	●	●	Tilt steering, infinitely adjustable (with cab only)
▲	▲	▲	▲		▲	▲	Tilt steering, infinitely adjustable (with canopy and quarter cab)
		●	●	●	●	●	Keyless start
▲	▲	●	●	●	●	●	Machine security (enabled through monitor)
●	●	●	●	●	●	●	Digital display of engine hours, engine rpm, and system voltage
		●	●	●	●	●	Sealed-switch module (SSM)
		●	●	●	●	●	Multi-function lever: Turn signals / Windshield wipers / Some light functionality

310L EP	310L	310SL	HL	315SL	410L	710L	
●	●	●	●	●	●	●	Operator's Station <i>(continued)</i>
							Monitor system with audible and visual warnings: Engine air restriction / Low alternator voltage / Engine oil pressure / Hydraulic filter restriction / Parking brake on/off / Aftertreatment temperature / Transmission fluid temperature / Fuel / Hour meter / Machine diagnostic information via 4-push-button/LCD operator interface
●	●	●	●		●	●	Canopy: Mechanical-suspension deluxe vinyl swivel seat with lumbar adjustment and armrests (fully adjustable)
▲	▲	▲					Quarter Cab: Mechanical-suspension deluxe fabric swivel seat with lumbar adjustment and armrests (fully adjustable), front windshield, and windshield wiper (1 front)
▲	▲	▲	▲	●	▲	▲	Cab with Dual Doors and A/C: Mechanical-suspension deluxe fabric swivel seat with lumbar adjustment / Headliner, dome light, left and right cab doors, tinted safety glass, windshield wipers (1 rear and 1 front), front windshield washer, fresh-air intake, and heater/defroster/pressurizer (11.7-kW [40,000 Btu/h] heater) / A/C (7.6-kW [26,000 Btu/h] output and CFC-free R134a refrigerant)
▲	▲	▲	▲	▲	▲	▲	AM/FM/weather-band radio (with cab only)
▲	▲	▲	▲	▲	▲	▲	Premium radio package with XM Satellite Radio™ (with cab only; includes additional 12-volt and USB outlets)
							Overall Vehicle
●	●	●	●	●	●	●	1-piece unitized construction mainframe
●	●	●	●	●	●	●	Vehicle tie-downs (2 front and 2 rear)
●	●	●	●	●	●	●	Remote grease bank for front axle
●	●	●	●		●		Front bumper cover
▲	▲	▲	▲	●	▲		Heavy-duty front bumper
▲	▲	▲	▲	▲	▲	●	Front counterweight — 204 kg (450 lb.), 272 kg (600 lb.), 340 kg (750 lb.), 454 kg (1,000 lb.), 567 kg (1,250 lb.), or 680 kg (1,500 lb.)
▲	▲	▲	▲	▲	▲	▲	Rubber grille bumpers
●	●	●	●	●	●	●	Fuel tank, 140.1 L (37 gal.), ground-level fueling
						●	Fuel tank, 185.5 L (49 gal.), ground-level fueling
●	●	●	●	●	●	●	2-position easy-tilt hood
●	●	●	●	●	●	●	Extended grille frame
●	●	●	●	●	●	●	Toolbox with padlock hasp
●	●	●	●	●	●	●	Vandal protection for locking monitor, engine hood, toolbox, hydraulic reservoir, and fuel tank
●	●	●	●	●	●	●	Reverse warning alarm
●	●	●	●	●	●	●	Dent-resistant full-coverage rear fenders
▲	▲	▲	▲		▲	▲	Backhoe boom-protection plate
▲	●	●	●	●	●	●	JDLink™ Ultimate wireless communication system (available in specific countries; see your dealer for details)

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO 9249. No derating is required up to 1500-m (5,000 ft.) altitude for the 310L and up to 3050-m (10,000 ft.) for the 310L with optional altitude-compensating turbocharger, the 310SL, the 310SL HL, the 315SL, and the 410L. Specifications and design are subject to change without notice. Wherever applicable, specifications are in accordance with ISO standards. Except where otherwise noted, these specifications are based on 310L EP and 310L units with 19.5L-24-in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR (R4) front tires, 0.86-m³ (1.12 cu. yd.) loader buckets, and 610-mm x 0.18-m² (24 in. x 6.5 cu. ft.) backhoe buckets; a 310SL unit with 19.5L-24-in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR (R4) front tires, 1.00-m³ (1.31 cu. yd.) loader bucket, and 610-mm x 0.21-m² (24 in. x 7.5 cu. ft.) backhoe bucket; a 310SL HL unit with boost mode, 21L-24 in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR front tires, 1.00-m³ (1.31 cu. yd.) loader bucket, and 610-mm x 0.21-m² (24 in. x 7.5 cu. ft.) backhoe bucket; a 315SL unit with 19.5L-24 in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR (R4) front tires, 1.00-m³ (1.31 cu. yd.) loader bucket, and 610-mm x 0.21-m² (24 in. x 7.5 cu. ft.) backhoe bucket; a 410L unit with boost mode, 21L-24-in. 12 PR (R4) tubeless rear and 12.5/80-18 10PR front tires, 1.15-m³ (1.5 cu. yd.) loader bucket, and 610-mm x 0.21-m² (24 in. x 7.5 cu. ft.) backhoe bucket; and a 710L unit with 21L-28-in. 18PR (R4) tubeless rear and 15-19.5-in. 12PR (R4) front tires, 1.24-m³ (1.62 cu. yd.) loader bucket, and 610-mm x 0.31-m² (24 in. x 11 cu. ft.) backhoe bucket.

AGENDA ITEM #11

**City of Kingsville
Public Works**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: William Donnell, Public Works Director
DATE: November 1, 2017
SUBJECT: Mobile Pro CCTV Inspection System- Wastewater Dept.

Summary:

This item authorizes the purchase of a new Raush Mobile Pro CCTV Inspection System.

Background:

This inspection system will replace a Cues model CCTV Inspection System the City has had for approximately 25 years. It is currently not working and parts to repair it are obsolete. The Raush Mobile Pro CCTV Inspection System is able to video 4 inch to 72 inch pipe. This camera is mounted in Unit 7405 and comes with 1000 feet of cable and has 360 degrees rotation. The equipment is needed for the Wastewater Department. Local Government Code 271, Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and services". Therefore, competitive bidding has been met.

Financial Impact:

This purchase will expend \$78,500 of allocated funding budgeted in Capital Outlay 051-5-7003-71200.

Recommendation:

Staff recommends purchasing the Mobile Pro CCTV Inspection System from Raush USA, 4757 Innovation Way, Chambersburg, PA 17201 under HGAC Contract #SC01-15 per attached specifications.





rausch
usa

Product Catalog

Rausch Pipe Inspection Systems

QuickLock Point Repair

MiniCam Push Cameras

www.rauschusa.com



Mainline Camera and Crawler

The crawler is the core of the Rausch product system. The mainline unit & all camera features ultra-sonic motion and high-power LED's.

Application range: 5.5" to 78" pipe diameter

Mainline Laser Pipe Pulling

The 3-in-1 L35 Laser camera performs conventional CCTV inspection, laser pipe pulling and structural maintenance.

Application range: 8" to 72" pipe diameter

Lateral Launching

The Rausch lateral launch system launches a pipe & all-laser camera up to 160 ft. directly from the machine.

Application range: 6" to 60" pipe diameter

MOBILE Pro Portable System

Our portable system features a crawler capable of pulling 100 ft. of cable in a compact and mobile unit & up to 1000 ft. of cable.

Application range: 4" to 72" pipe diameter

Cable Reels & Vehicle Systems

All Rausch systems can be fully customized to the vehicle of your choice with our integrated cable reels.

QuickLock Pipe Point Repair

QuickLock Point Repair is the most reliable point repair system for sewer and water lines. Augments structural integrity of pipe.

Application range: 6" to 36" pipe diameter

Push Systems

Our miniCam push systems are portable and versatile, ranging from a 0.5" camera to a 3" camera with 400 ft. of push rod.

Equipment available for 6" to 16" pipe diameter

360 Pan/Tilt Push System

The 360 pan/tilt push system features a 3" pan tilt zoom camera with hand controls and 500 ft. of push rod.

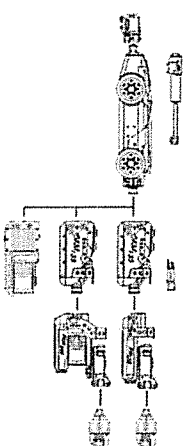
Equipment available for 3" to 16" pipe diameter



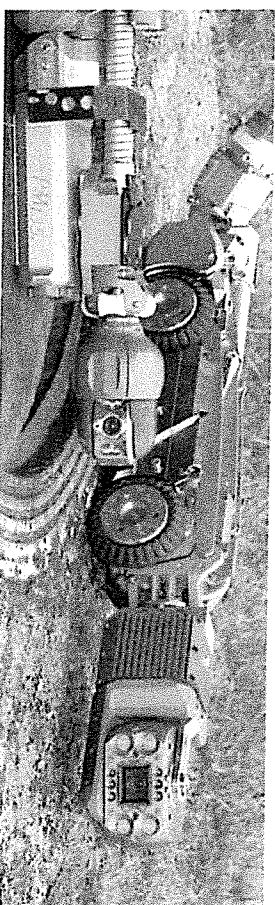
rausch USA

One Crawler Platform for Many Applications

The highly modular Rausch M Series pipe inspection system was designed around the 4-wheeled drive steerable camera/crawler platform L 135. Each camera unit module is interchangeable via the Rausch "quick-connect" connector. Just one crawler is used for many different pipe inspection applications. All customers maintain the cost-saving option to upgrade their inspection system based on their changing business demands.



www.rauschusa.com

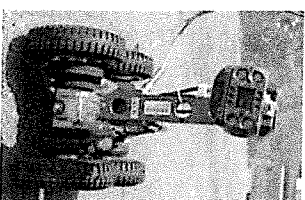


The L 135 Crawler

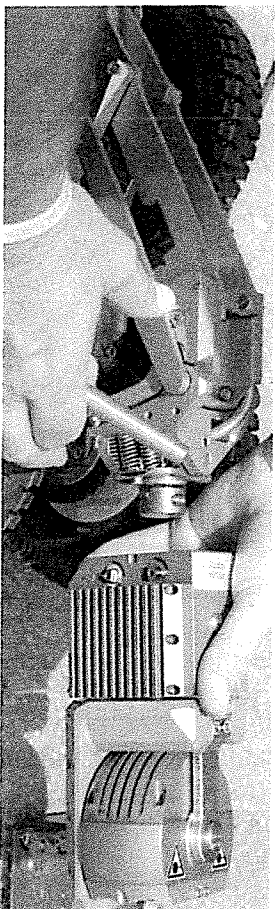
Application Range: 5.5" to 78" Pipes Diameter

- Steady controlled electric lift
- Two powerful motors for steerable 4-wheel drive
- Anti-collision feature with on/off control
- Variable speed, joystick controlled
- Inclinable sensor
- Weight: 43 lbs., length: 20.5", diameter: 5.4"
- Material: anodized brass, fully CNC-machined from a solid block
- Nitrogen-pressurized for leak protection with zero-leak detection
- Steerable tires can be placed over currently equipped lines for faster set up
- Optional integrated sonar (312 Hz or 33 kHz)
- Optional integrated rear-view camera
- Optional additional weight (maximum of 70 lbs.)

L-kids required for inspection up to 78"



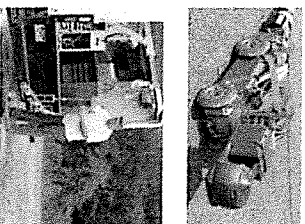
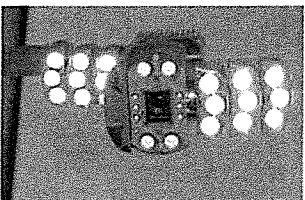
rauschusa.com/products/mainline



Mainline Camera KS 135

Application Range: 5" to 72" Pipe Diameter

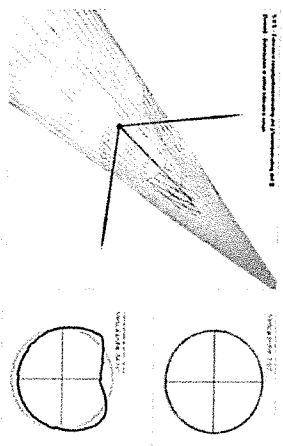
- 280° pan, infinite 360° rotation
- Auto & manual focus
- 10X Optical Zoom and 12X Digital Zoom (120:1)
- Auto-Illuming
- 4 long range high-power LED lights
- 6 short range high-power LED lights
- "Quick-connect" mechanical connector with protected contacts
- Nitrogen pressurized for leak protection with sensor leak detection
- No exposed wires, cables or contacts
- Directly mounted additional lighting on camera head, there are no exposed wires
- Standard integrated lockers for crack and joint measurement (POSM Required)



Laser Pipe Profiling

The Rausch Laser Profiler features two laser diodes integrated in the camera head. These laser diodes project laser dots onto the inner pipe wall. Using "spinning laser" technology, the camera head rotates to measure the diameter and all changes via triangulation calculations. Working in conjunction with the POSM Pro software, the comprehensive scan generates easy-to-use reports to profile the pipe.

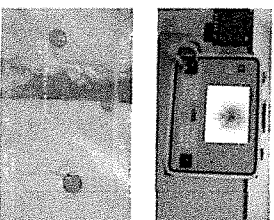
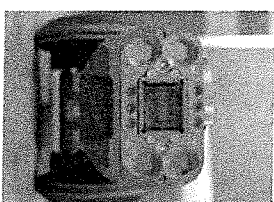
3-in-1 System CCTV Inspection Camera Laser Pipe Profiling Joint & Crack Measurement



KS 135 Scan

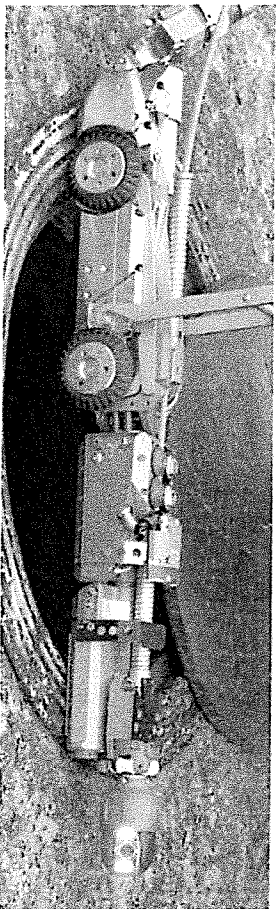
Application Range: 6" to 72" Pipe Diameter

- 2 laser diodes for pipe profiling and crack measuring
- POSM Pro pipe inspection software
- Direct & highly accurate measurements
- Instant & final reports on site
- No third party analysis
- No field calibration
- Nitrogen pressurized camera module with sensor leak detection
- Compatible with Mainline Inspection upgrade for Elix reel



rauschusa.com/products/mainline

rauschusa.com/products/laserprofile



Lateral Launch System

Application Range 6" to 60" Pipe Diameter

The M 135 is a scalable lateral launch system. The system consists of the L 135 crawler, a push module (SKM 135), a positioning module (PM 135), an auxiliary camera (ZKM 135) and the lateral pan & tilt camera (KS 60 CL). For the inspection of laterals from large manholes, simply attach large lines onto the crawler and the extension attachment.

- Up to 150 ft. of lateral push cable
- Up to 550 ft. of machine camera cable
- Automatically synchronized cable reel
- Electronic distance counter
- "Quick-connect" mechanical connector to the crawler with protected contacts for extremely easy and quick setup
- Auxiliary camera ZKM 135 for observation of launch
- Lateral launch against the flow, into 90° + angles

KS 60 CL Pan & Tilt Lateral Camera

Application Range 4" to 10" Lateral Pipe Diameter

- 300° pan infinite rotation
- 6 high-powered LEDs
- Self-leveling picture during inspection
- Steering pin, enabling it to negotiate branched laterals
- Launch up to 150 ft. into the lateral
- 512 Hz or 33 kHz, sonic
- Nitrogen pressurized for leak protection and sensor detection
- Manual focus adjustment

PM 135 & SKM 135 launch modules

- Launch into 90° connection
- Launch with or against the flow
- Launch into any lateral service in 360° vertical plane

SAT 40 Lateral Camera

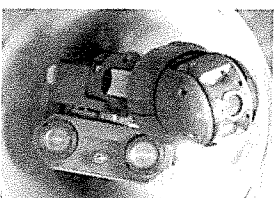
Application Range 8" to 8" Lateral Pipe Diameter

- Auto-upright self-leveling camera
- 138° fixed-focus field of view
- Launch up to 150 ft. into the lateral
- 10 LED light ring
- 512 Hz, sonic standard, 33 kHz optional

Quadro SAT Motorized Cable Reel

Lateral cable reel used in conjunction with machine reel

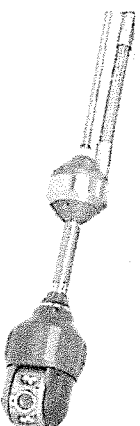
- Up to 550 ft. of main cable connects up to 150 ft. push cable.
- Synchronized to main reel and crawler
- Powerful electric motor
- Cross-feed spindle for reel cable winding
- Cable cleaning system
- Integrated electric and mechanical brake



Lateral Launch Jetting System

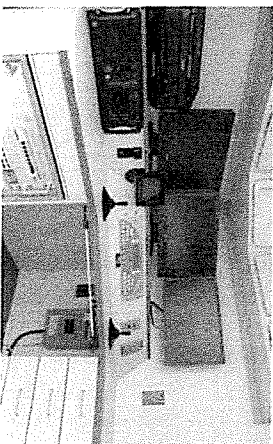
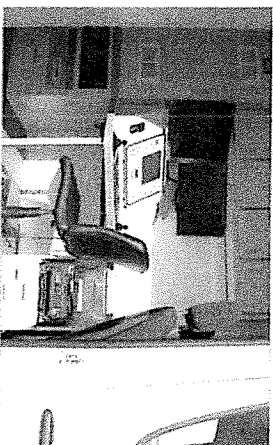
The Rausch Lateral Launch Jetting System (LLJ) uses water pressure to propel the pan & tilt KS 60 CL lateral camera through the line. By utilizing a steering pin, the LLJ launches into laterals from the manhole and can negotiate branched laterals.

Range 6" to 60" Pipe Diameter



ECO STAR 400 System Control Unit

- Portable or built-in
- Two joysticks for controlling crawler & camera
- Compact hard case design
- Powers up to 1,300 ft. of main cable
- Powers up to 550 ft. of lateral cable
- Integrated 10 inch monitor
- Controls machine, lateral launching, laser profiling, and joint pressure testing equipment
- Built-in command functions

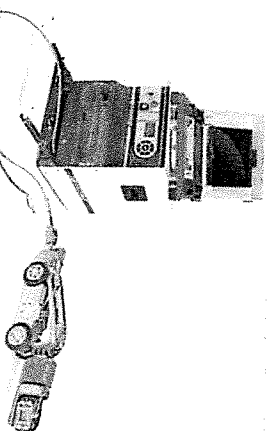


RCA Proline System Control Unit

Advanced and powerful system with capability to power up to 1,700 ft. of main cable.

- Built-in only
- Powers up to 1,700 ft. of main cable
- Powers up to 550 ft. of lateral cable
- Two joysticks for controlling crawler & camera
- 19 inch modular rack
- Individual circuit board slots
- Integrated breaker circuit
- Temperature controlled environment
- Built-in command functions
- Extensive service and diagnostics menu

Controls machine, lateral launching, laser profiling, and joint pressure testing equipment.



MOBILE pro Portable System

Application Range: 4" to 78" Pipe Diameter

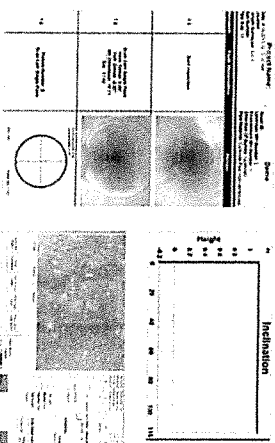
The MOBILE pro control unit has a built-in 12" LCD monitor and digital video recorder. The crawler & camera are controlled via 2 multifunction joysticks.

- 7" touch display for system status and settings and built-in keyboard
- SD Card slot for video and photo recording
- USB Port for macro and overlay control via external PC
- Swivel mount to cable drum Cable 300
- Video output for external devices
- Locking remote control for camera/crawler systems
- Dimensions: 16.5" x 12.6" x 6.25"

Two camera - crawler units are available: C 135 + IS 135 C (6-78") and C 100 + IS 60 DB (4-24")

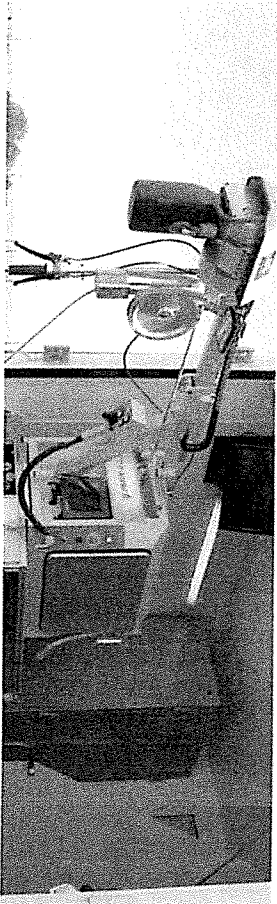
POSM Pro Inspection Report Software

- Gather real-time, MEDIA, GPS X, Y and Z points for manholes and observation points
- Real time, interactive pad with picture and clip support
- Full integration with Raveca ScanCam pipe profiling and lateral launching
- Available in PC4 (encodes MPIC 1.2 and 4) and USB (encodes MPIC 4)
- Supports text to speech, eliminating the need for microphones
- Available in English or Spanish
- Works on net-mount or laptop hardware



rauschusa.com/products/system-control-unit

rauschusa.com/products



Elka 600 Motorized Cable Reel

- Up to 1,700 ft. of main cable
- Fully synchronized
- Powerful electric motor
- Overhead spool for main cable winding
- Cable slack detection
- Auto cable payout
- Integrated electric & mechanical brake
- Integrated telescopic crane
- Electric chain hoist
- LED overhead spot light
- Cable guiding system
- Emergency stop button
- Rack mounted with drawer and slide

Mainline Motorized Reels

Alpha 150

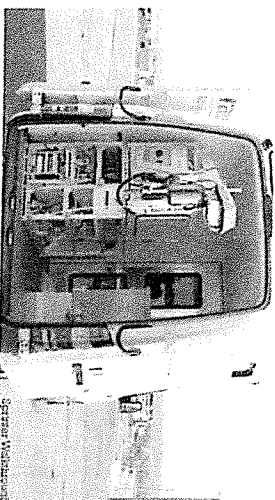
- Entry level reel
- Up to 550 ft. of main cable
- Compact design

Quadro 300

- Standard reel
- Up to 1,000 ft. of main cable
- Ergonomic design

Elka 600

- Advanced reel
- Up to 1,700 ft. of main cable
- Telescopic service arm & chain lift to raise and lower equipment into the manhole
- Available module upgrade to perform Manhole Inspections



Vehicle Systems

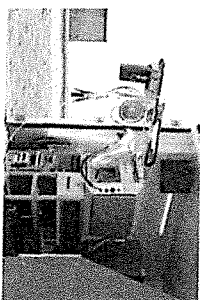
All systems feature fully customizable components and layout options in vehicle installations

Vehicle Options:

- High-cube box truck
- Mercedes Sprinter, Ford Transit or Nissan Van
- Trailer
- Mobile Units
- Retro Install

Features:

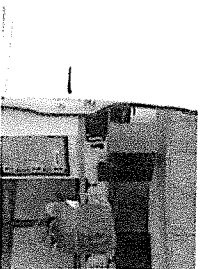
- Generator, battery or inverter powered
- Air conditioned control room
- Integrated PCSA computer system
- Rack-mounted cable test system
- Fully customizable by customer choice



Box Truck



Trailer



Sprinter Pickups

rauschusa.com/products/cable-reels

rauschusa.com/products/vehicle-systems

QUICK LOCK

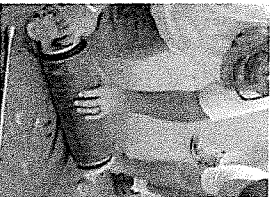
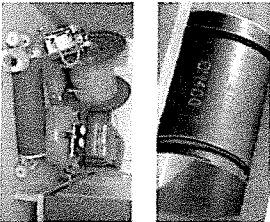
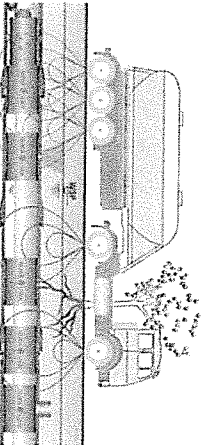
Quicklock Pipe Point Repair

How it works

Quicklock is a trenchless no-dig point repair system for pipes. This revolutionary system consists of only (2) components: a 316L stainless steel sleeve structural body covered by a seamless rubber compression seal.

Important: No chemicals or resins are used - no cure time!

Through the manhole, the sleeve is inserted into the pipe and delivered to the damaged section. The sleeve is mechanically compressed against the inner pipe wall. Using an inflatable packer, the sleeve is then expanded and permanently locked into position.



Advantages over other systems

- Trenchless: no-dig spot repair
- Permanent, reliable and instant fix
- Replaces air & water pressure testing
- Reinstates structural strength & integrity of pipe
- Can be installed with flow present
- Quick and easy installation - no cure time
- Inner pressures up to 21.4 psi (1.5 MPa)
- External pressures up to 21.4 psi
- Can be lined over.

Meets ASTM
F310-14 Standard



Application For

- Municipal sewage lines
- Well and potable water piping systems
- Leaking joints
- Root intrusion
- Cracks and holes
- Scale deposits
- Align structural integrity of pipe prior to lining

Equipment Involved

- Air compressor
- Air hose reel
- Quicklock sleeve
- Quicklock packer
- Camera - Crawler
- Mounting accessory (for camera - crawler)

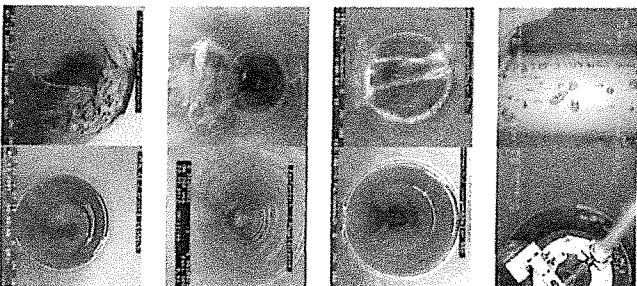
Product Data Sheet

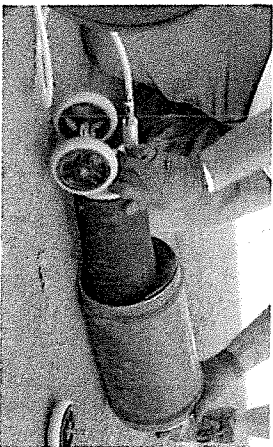
Nominal Diameter	Sealing Length	Packer size	Part Number
6"	11.5"	6-8" Packer	HG6-170
8"	11"	8-12" Packer	HG8-171
10"	11"	10-12" Packer	HG10-172
12"	10.5"	10-12" Packer	HG12-173
15"	10.5"	14-18" Packer	HG15-182
16"	10.5"	14-18" Packer	HG16-174
18"	13"	20-24" Packer	HG18-186
20"	13"	20-24" Packer	HG20-175
24"	13"	24-28" Packer	HG24-181
26"	11"	24-28" Packer	HG26-1086

Intermediate sleeve sizes are available upon request. Please consult the official Quicklock Data Sheet for exact minimum and maximum pipe diameter requirements for each sleeve size.

rauschusa.com/quicklock

rauschusa.com/quicklock





QuickLock Sleeve Materials

The QuickLock sleeve body is made of 316L stainless steel. The sleeve maintains high corrosion resistance, which means it functions in sewage as well as potable water. This sleeve is the new interior of the pipe, and will reinforce the structural integrity. The vulcanized EPDM rubber sealing gasket distinguishes itself with these excellent physical properties:

- Resistance against aging
- Resistance against sewage, diluted acids, and lye
- Conditionally resistant against aromatic and chlorinated hydrocarbons (oils, greases, fuels)

Different gasket materials are available for individual environmental conditions.

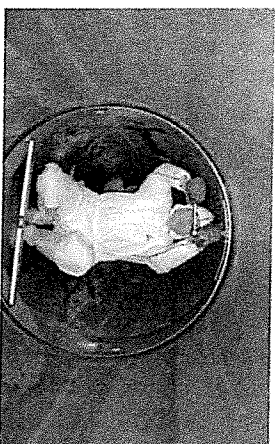
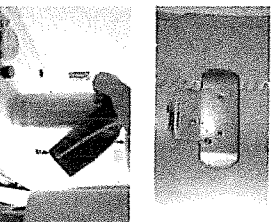
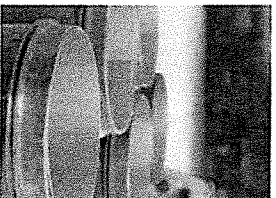
NSF/ANSI 61 certified silicon rubber seal for potable water.

Installation Process

1. Determine if correct application for QuickLock:
2. Determine damage length
3. Prepare the QuickLock sleeve
4. Load the sleeve on the QuickLock Packer
5. Deliver the QuickLock sleeve to the installation
6. Install the Packer to install the sleeve

Locking Gear Mechanism

One gear unit is positioned at each end of the steel sleeve and runs through a saw tooth channel. Using the packer to expand the sleeve, the gear works like a one way ratchet. Upon reaching maximum compression, both gears lock into place and stay locked permanently.



QuickLock BIG

The QuickLock BIG sleeve is a product to permanently seal leaking joints and radial or longitudinal cracks in accessible ducts and shafts from 32" to 64". Unlike the QuickLock installation where an inflatable packer is involved, however, this installation is a manual process - the installer must get inside the pipe to install QuickLock BIG. Special QuickLock BIG tools are required for installation.

Range: 32" to 64" Pipe Diameter

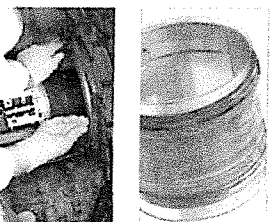
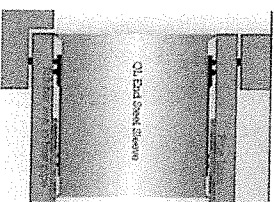
QuickLock Liner End Sleeve

The QuickLock Liner End Sleeve is an innovative method to seal and protect pipe liners where they connect to the manhole. This system instantly and permanently eliminates 2 major problems after a pipe liner is installed:

- It fully seals the liner to the host pipe, preventing inflow along the liner running into the manhole
- It protects the liner end section from potential physical damage caused by a root cutter or jetting nozzle

Any liner installation without liner-end pieces in place are almost always subject to failure

Range: 6" to 64" Pipe Diameter



rauschusa.com/quicklock

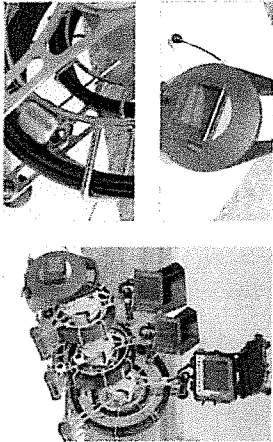
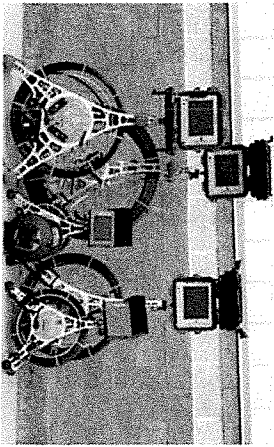
rauschusa.com/quicklock

minCam

Push Camera Systems

Rausch USA has partnered with minCam to offer their industrial grade push camera system.

- minCam - compact hand-held system with 1/2" diameter camera
- mc Series - fundamental single-rod camera systems with four different cable/camera combos for a wide variety of applications
- mc Duo Series - two systems combined into a single unit, features dual rods & cameras to cover a range of applications
- minCam360 - 360° pan & tilt push camera with 4-step digital zoom and 11-rod set



Specifications

System	Cable	Camera	Range
minCam	50 ft. Push/Pull cable	KX13	0.6" - 3"
mc15	100 ft. 5.6mm cable	KX18	1.2" - 5"
mc30	100 ft. 6.7mm cable	KX23SL, auto-focusing	2" - 8"
mc60	200 ft. 9.2mm cable	KX35SL, auto-focusing	3" - 16"
mc360	425 ft. 11.2mm cable	KX55SL, auto-focusing	4" - 16"
mc30 Duo	Inner: 50 ft. Push-Pull Outer: 100 ft. 6.7mm	Inner: KX13 Outer: KX23SL	0.6" - 8"
mc30 Duo	Outer: 200 ft. 9.2mm	Inner: KX23SL Outer: KX35SL	2" - 16"

Please request a minCam Product Catalog for more information.

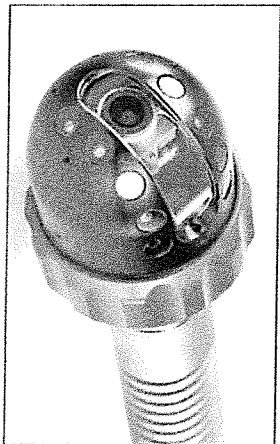
rauschusa.com/minCam

minCam360 Pan & Tilt Push System

The minCam360 push system is equipped with an innovative pan & tilt push camera. The extremely small and short 360° pan & tilt camera head allows the viewer to see in all directions, and even steer into branches with the RHD steering aid.

System Specifications

- 200 ft. (60m) of 9.2mm fiber-optic push cable (up to 300 ft.)
- Integrated dual-band 512Hz/33Hz sonde
- Electronic on-screen distance counter
- 2 removable Lithium Ion batteries for 4+ hours operation
- Power Supply: 100 - 240V AC, 12V DC Car adapter
- Lightweight stainless steel and carbon rod cage
- Mechanical reel brake
- Control unit, On/off switch, light regulation, sonde frequency control, pivot camera macro, RNC video out
- Wireless remote control with joystick for pan & tilt, 4x zoom control, light regulation, pivot camera macro
- Weight: 19 lbs.; Dimensions: 23" x 26" x 12" (H x H x V)

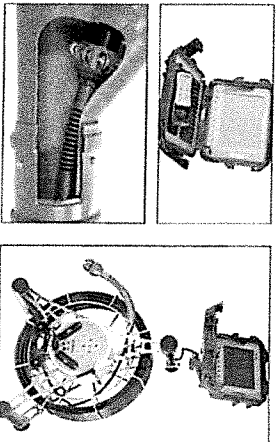


Monitor & Recording

- 8.4" TFT LCD sunlight readable, records video, voice and photo
- Polkam® Storm Case heavy-duty housing
- SD card reader, max. 32 GB for approx. 20 hours of video
- MPEG-4 Video (avi, 800x600); Pictures (Jmp 5:10x160)
- Integrated Query keyboard text generator

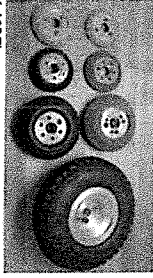
SK50 Pan & Tilt Camera

Range	3" - 16" (70-402mm)
Pan & Tilt	Individually 360° pan / tilt range - 150° viewing angle
Zoom / Focus	4-step digital zoom / automatic mechanical focus
Video Quality	High resolution 520 TVL
Lighting	10 auto-adjusting "smart" LEDs
Lens	3.5mm aspherical glass
Water Tight	Up to 55 psi
Cylindrical length	1.56" (40mm)
	1.25" (32mm) / Full length 3.2" (80mm)

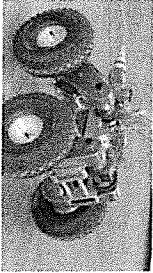


rauschusa.com/minCam

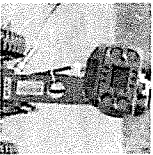
Accessories



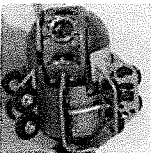
L 135 Tires



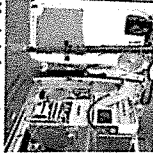
L 135 Lafayette Carriage



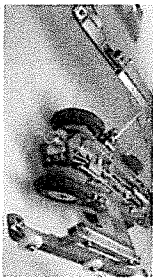
KS 135 Height Extension



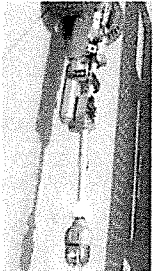
KS 60 CL Roller Cage



Manhole Inspection



L135 Egg Prolife Adapter



Lateral Launch Height Extension



K5 60 CL Steering Pins



L100 Cross with KS 60 C/L camera



Elka 600 Fuel Control



Deflection/Pulley 5/8"



KAMPAC joint Pressure Testing

[illegible]



Our Mission: To provide advanced and innovative products for pipe inspection and point repair that match the ever-changing and evolving demands of success-oriented customers.

Where reliable fast service and repair are guaranteed.

Rausch Electronics USA, LLC.

4757 Innovation Way
Chambersburg, PA 17201

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Office:	(717) 709-1005
Toll Free:	(877) Rausch1
Fax:	(717) 709-1009
Service:	(717) 263-8093

Your authorized Rausch dealer:

Rausch, QuickLock, and minCam products are distributed through authorized regional dealers or sold direct.

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Edition: 01/2017

www.rauschusa.com



Brian Grabow
South Texas Sales
4101 W. Green Oaks #305
Box 549
Arlington, Tx 76016
www.gpmequip.com

November 6, 2017

City of Kingsville
Frank Garcia

Mr. Garcia,

I am pleased to quote you the following Rausch USA Mobile Pro sewer and storm camera. The Mobile Pro Mainline CCTV inspection system features a lightweight cable reel and built-in 12" monitor with dual joystick cc designed for the removal of sand, dirt, providing a professional and cost-effective solution.

MOBILE pro Control Unit

A complete video inspection tool
Built-in 12" LCD monitor and digital video recorder
2 multifunction joysticks for control of camera and crawler
Built-in keyboard with text overlay
SD-Card slot for video and photo recording
7" touch display for system status and settings
USB Port for macro and overlay control via external PC
Swivel mount to cable drum Cubix 300
Video output for external devices
Locating sonde control for camera/crawler systems
Dimensions: 16.5" x 12.6" x 6.25"

C 135 Crawler

Steerable 4-wheel drive
Electric lift with reverse camera
*Dual axis inclination sensor**
Reverse sensor synchronized with cable reel

Cubix 300 Motorized Cable Reel

With up to 1,000 feet of 0.303" (7.7 mm) mainline cable
LCD display for distance counter and status display
Two integrated carrying handles for mobile applications
Electronic brake and cross-lead spindle for cable winding
Slip ring connection for rapid cable change
Fully synchronized to the camera/tractor unit
Power Supply 100-250V AC (50/60 Hz)
Power consumption max. 200W
Dimensions: 16.75" L x 16.75" W x 18.9" H
Weight: 110 lbs. including 1,000 feet of cable

KS 135 C Camera

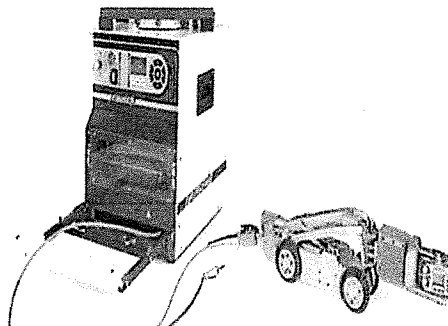
280° pan, infinite 360° rotation
10X optical zoom
Manual & auto focus control
Four long-range LEDs and 6 short-range LEDs
Laser crack measurement

Your Price is **\$ 78,500.00** includes shipping and training.

* Please make PO out to Rausch USA
HGAC Contract No.: SC01-15
E409 Product Code

Sincerely,

Brian Grabow
GPM Equipment Solutions
(210) 323-2749



AGENDA ITEM #12

**City of Kingsville
Purchasing/IT Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Sharam Santillan, Capital Improvements Manager

DATE: Monday, November 13, 2017

SUBJECT: TxCDBG Contract No. 7215270 Armstrong Waterline Improvements Small Purchase Contract

Summary:

This item authorizes the award of a small-purchase contract for CDBG Contract 7215270 Armstrong Waterline Improvements.

Background:

The City still has a remaining balance of \$31,762.00 of Construction Funds for this CDBG Contract. Informal Bids were received up to Friday, October 6, 2017 for this small purchase project. The project scope entails the replacement of three (3) 6-inch water valves and the installation of one (1) fire hydrant in the vicinity of the project area.

Financial Impact:

The financial impact will be an amount of \$12,300.00. Funding is available through account 082-5-6001-54110 8" Water Line Replacement-CDBG

Recommendation:

It is recommended the City award the small purchase contract to E-Tech Construction, PO Box 690504, San Antonio, TX 78269 in the amount of \$12,300.00.



AGENDA ITEM #13

City of Kingsville
Engineering/Public Works

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Sharam Santillan, Capital Improvements Manager

DATE: Monday, November 13, 2017

SUBJECT: Bid#17-17 Santa Gertrudis Avenue Street Improvements

Summary:

This item is to request approval of a change order for Bid #17-17 Santa Gertrudis Avenue Street Improvements in the amount of \$85,812.40 to increase the project scope.

Background:

On August 28, 2017, the City of Kingsville awarded the Santa Gertrudis Avenue Street Improvements Contract to Jimmy Evans Company in the amount of \$656,917.60. Due to budgetary restraints, the project scope of the award only consisted of the full depth reconstruction of Santa Gertrudis Avenue from 6th Street to the Tranquitas Creek Bridge. Since then, additional moneys have been allocated to extend the limits of the project from the Tranquitas Creek Bridge to 14th Street. The total money allocated for the additional project scope was \$100,000.00.

Financial Impact:

The financial impact will be an amount of \$85,812.40. A total of \$105,984.40 in funding is available through account 033-5-3050-52100 Street and Bridge, account 001-5-3050-52100 Street and Bridge and account 092-5-3050-52100 Street and Bridge.

Recommendation:

Staff recommends authorization of the change order in the amount of \$85,812.40 to include the reconstruction of Santa Gertrudis Avenue from the Tranquitas Creek Bridge to the 14th Street.





Construction Contract Change Order

Owner: City of Kingsville

Contract: Bid 17-17 Santa Gertrudis Avenue Street Improvements

Change Order No:

1

Contractor:

(Name and Address)

Jimmy Evans Company

PO Box 9749

Austin, TX 78766

Owner/Engineer:

(Name and Address)

City of Kingsville

PO Box 1458

Kingsville, TX 78364

Select Change Order Type(s): ☒ Change in Existing Line Items ☐ New Items Requested ☐ Change in Contract Duration

Changes in Existing Line Items (Items from original bid or added in previous change order ONLY)

Bid Item #	Item Description	Original Qty.	Proposed Qty.	UOM	Unit Price	Δ Qty.	Change in Contract Price
A-2	8" LIMESTONE FLEX BASE (TY A, GR 1)	5,649	6,485	TON	\$34.00	836	\$28,424.00
A-3	PRIME COAT (MC-30)	1,955	2,250	GAL	\$5.40	295	\$1,593.00
A-4	SINGLE COURSE SEAL (AC-5)	3,259	3,780	GAL	\$8.00	521	\$4,168.00
A-5	SINGLE COURSE SEAL (#4 GR. GRAVEL)	143	175	TON	\$220.00	32	\$7,040.00
A-6	2" HMAC PAVEMENT (TY D)	1,434	1,660	TON	\$155.00	226	\$35,030.00
A-13	ROAD EXCAVATION/DEMOLITION	13,036	14,910	SY	\$4.00	1,874	\$7,496.00
B-1	GEO-GRID BASE REINFORCEMENT	13,036	14,910	SY	\$1.10	1,874	\$2,061.40
Contract Change Sub-Total:							\$85,812.40

Change Order Summary

Original Contract Price:	\$656,917.60	Original Contract End Date:	3/18/2018
Net Previous Change Order(s):	\$0.00	Net Change of Previous Change Orders (days):	0
This Net Change Order:	\$85,812.40	Increase/Decrease of this Change Order (days)	0
New Contract Price:	\$742,730.00	Change Order Contract End Date	3/18/2018
Cumulative % Change:	13.063%		

NOTE: Change orders for an increase of more than 25% will be rejected. The City of Kingsville considers a change in the construction contract price of greater than 25% to be non-competitive, as other potential bidders did not have the opportunity to bid on the true scope of the project during the procurement process.

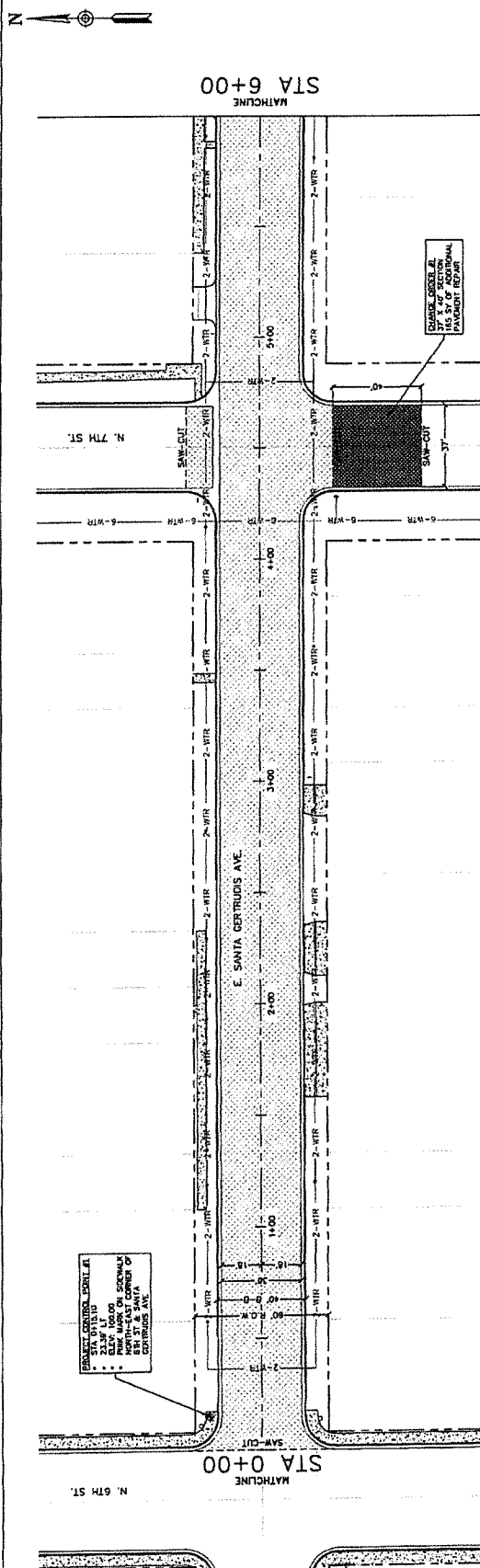
Owner Approval (REQUIRED)

Authorized Signature	Date
Jesus A. Garza, City Manager, City of Kingsville	
Authorized Signatory's Name and Title	

Contractor's Authorization (REQUIRED)

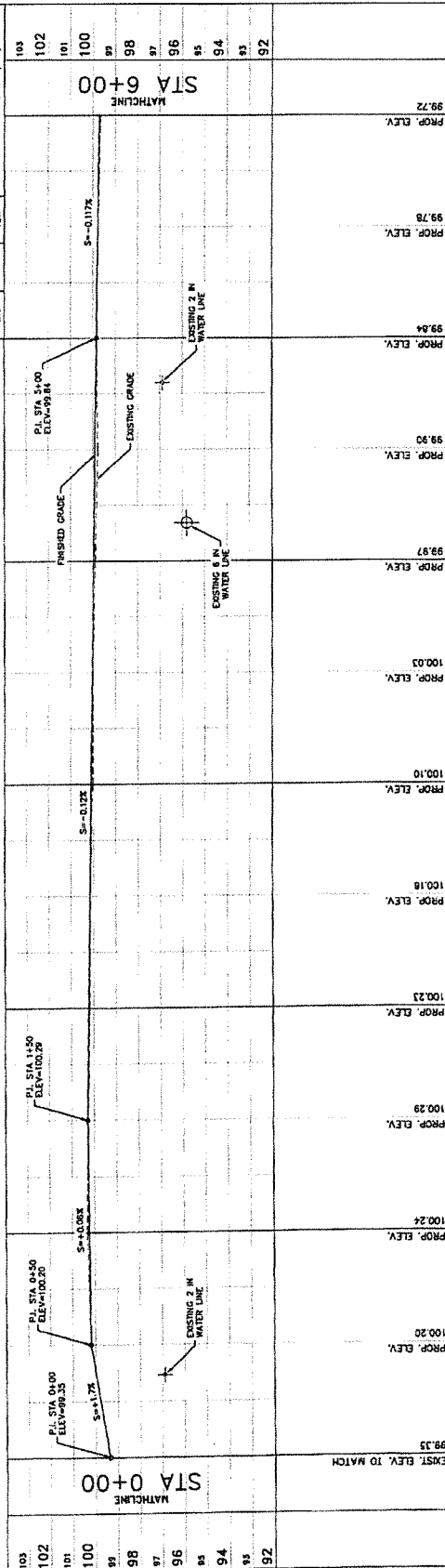
Contractor's Signature	Date
Ronnie Duenez, Estimator, Jimmy Evans Company	
Authorized Signatory's Name and Title	

DATE	REVISION
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FOR CONTRACTOR'S INFORMATION ONLY

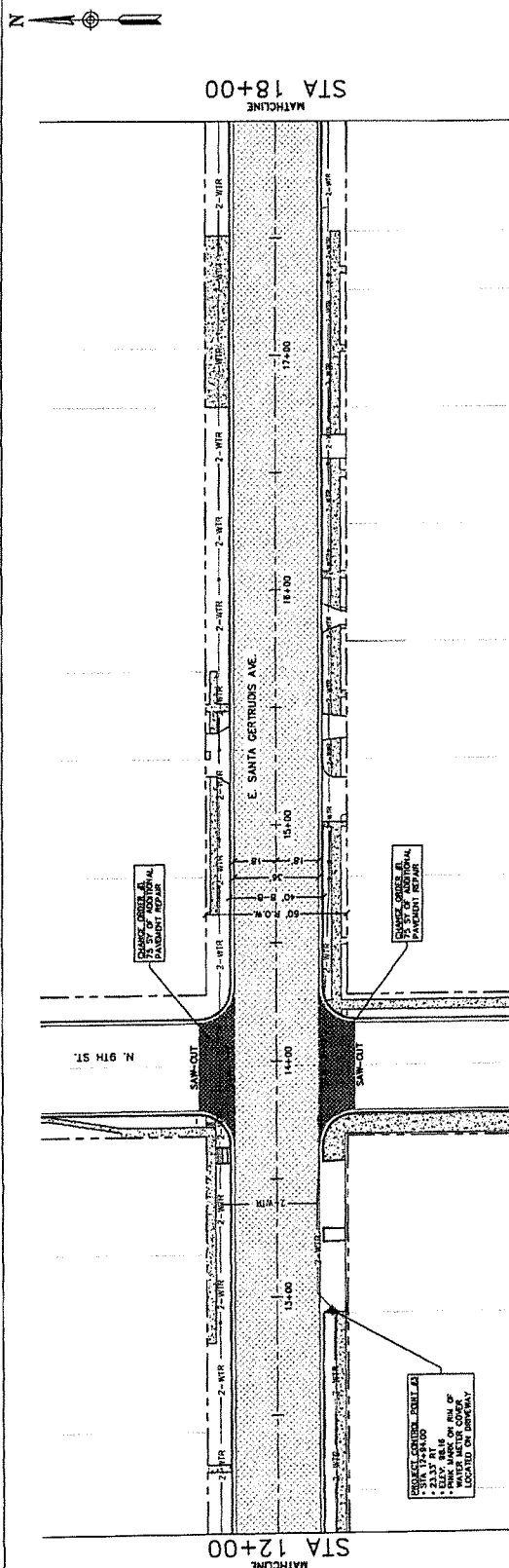
SHEET TOTALS			DESCRIPTION
EST.	UNIT	FINAL	
2553	SY		UNIT TREAT SURGRADE (PRIME 6")
2513	SY		RED GRAD BASE REINFORCEMENT
1098	TON		8" LIMESTONE FLEX BASE (1 1/2" A, GR 1)
300	GAL		PRIME COAT (MAC-30)
830	GAL		BINDING MATERIAL (AC-5)
	TON		8 1/2 GRADE GRAVEL
28	TON		2" INAC PAVEMENT (TY D)
279	TON		

[illegible]

2017 SANTA GERTRUDIS AVENUE
STREET IMPROVEMENTS

DATE	02/14/2017	TIME	1 st = 50'
NAME	S.S. SANTILLAN	PROJECT	17-17
		PROJECT NO.	18

DATE	REVISION
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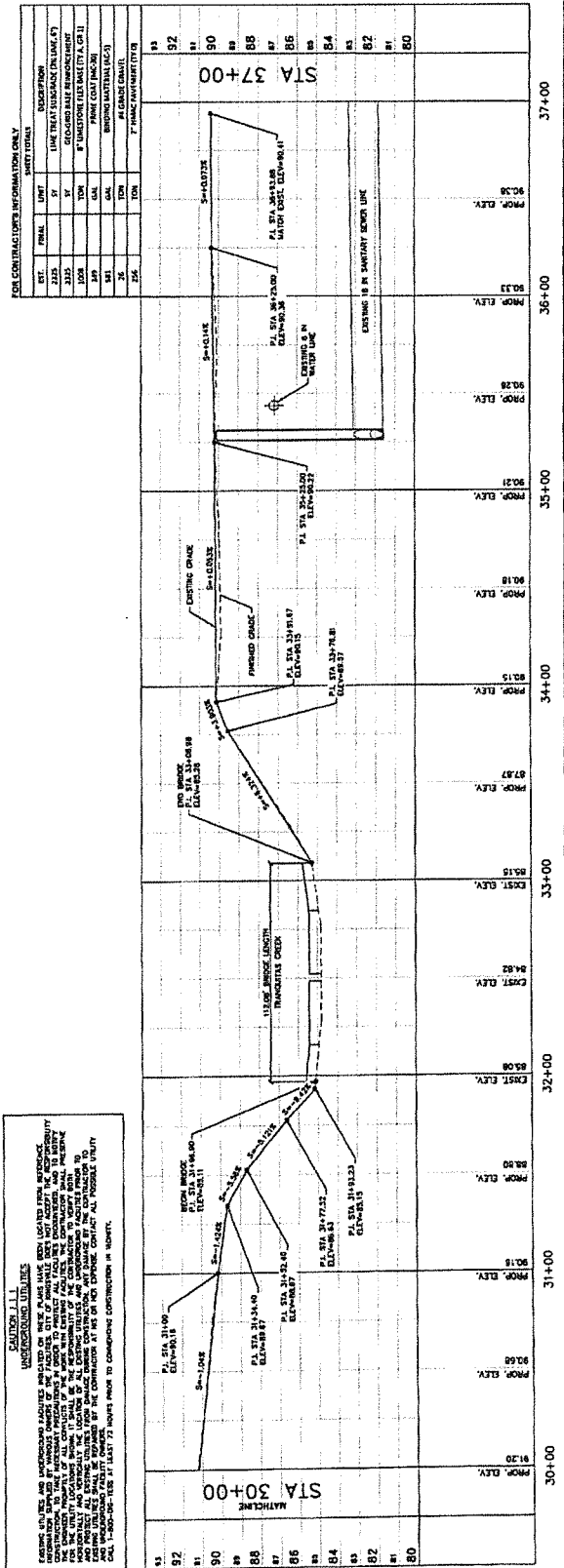
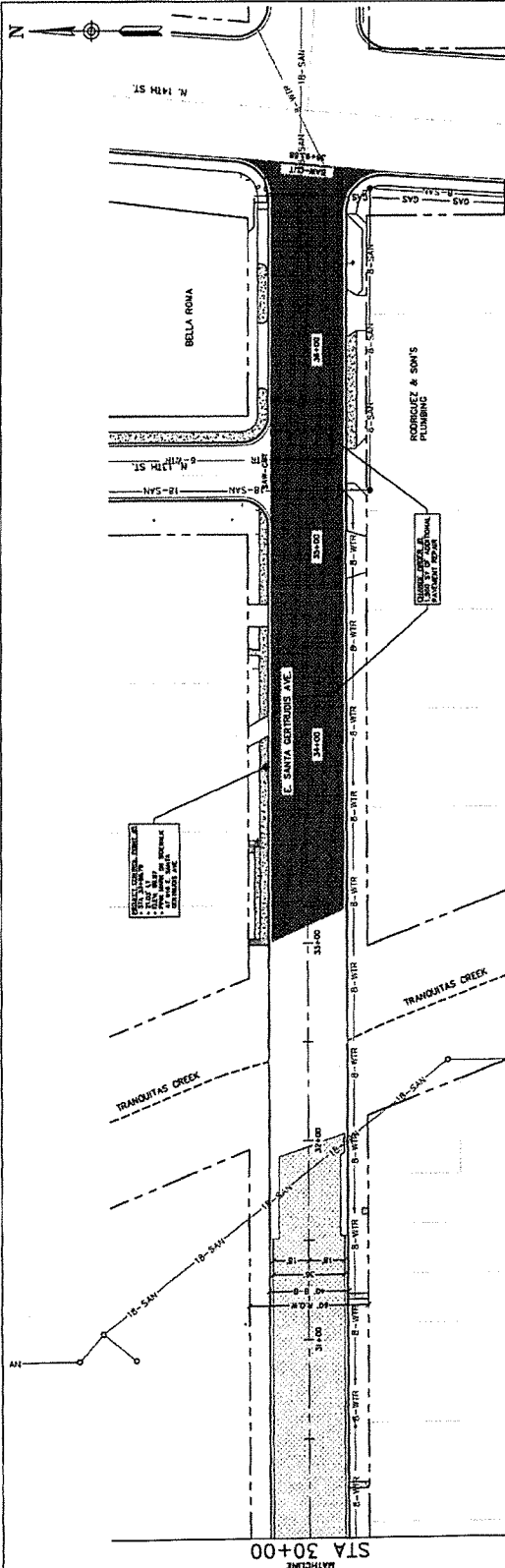
**CAUTION !!!
UNDERGROUND UTILITIES**

EXISTING UTILITIES AND UNDERGROUND FACILITIES LOCATED ON THESE PLOTS HAVE BEEN LOCATED FROM REASONABLE INFORMATION. INFORMATION SEPARATED BY VARIOUS OWNERS OF THE FACILITIES, CITY OF WINDHAM, DOES NOT ACCEPT THE RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION. THE CONTRACTOR SHALL PROTECT ALL UTILITIES ENCOUNTERED AND SHALL PREVENT CONSTRUCTION FROM CAUSING DAMAGE TO ANY UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENHANCED PROPERTY OF ALL CONFLICTS OF THE WORK WITH EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION, ANY DAMAGE BY THE CONTRACTOR TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OR HER EXPENSE. CONTACT ALL POSSIBLE UTILITY OWNERS AND LOCATIONS PRIOR TO CONSTRUCTION. AT LEAST 72 HOURS PRIOR TO COMMENCING CONSTRUCTION IN VIOLENT WEATHER CONDITIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES FROM DAMAGE DURING CONSTRUCTION.

[illegible]

DATE	REVISION
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DATE	02/14/2017	SCALE	1" = 60'
DRAWN	S. SANTILLAN	CHECKED BY	02/20/17
PROJECT	17-17		
SHEET NO.	21		



AGENDA ITEM #14

City of Kingsville
Department of Planning and Development Services

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: November 6, 2017

SUBJECT: Resolution in support of a Brownsfield grant submittal (Assessment) pertaining to the Old Kleberg County Hospital at 400 E. Caesar Ave.

Summary: To redevelop the property, grant funding is needed to take care of the environmental issues. This application is for an assessment grant from the EPA. If awarded the funding will allow us to pay a firm to assess the extent and location of the environmental issues that we have which are asbestos and lead based paint. Once that is done, then we would have to apply for a cleanup grant which would eliminate the contaminants from the building. Then once that is done, then we could demolish to get the property back to the original state.

Background: The Kleberg County Hospital was built in 1915. At some point in the 1980's it was left vacant when the current hospital was built on the south side of town. As of late it was used as a storage facility. The current owner realizes that grant funding is needed to take care of the environmental problem. The Commission did review this issue in 2013 but to my knowledge there has been no attempt to secure grant funding.

Financial Impact: If this project is completed to the end we would be able to redevelop the ground into what the Commission and the community would think that we need. Because of its location a housing project of some type has been talked about the most. In any case, it would seem that this would be a positive development for the area and the community.



City of Kingsville
Department of Planning and Development Services

Recommendation: As in most grant applications a resolution supporting the project is an essential part of the grant application .Approve resolution supporting the Brownsfield Assessment grant application.



RESOLUTION # 2017-_____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE ENVIRONMENTAL PROTECTION AGENCY FOR AN ASSESSMENT GRANT PROGRAM FOR THE OLD HOSPITAL BUILDING AT 400 E. CAESAR AVE., KINGSVILLE, TEXAS.

WHEREAS, the City Commission of the City of Kingsville, Texas finds that it is important to redevelop older properties that have fallen into a state of disrepair so these properties can have a positive impact on the community again;

WHEREAS, the City Commission via a report from the City's Building Official has already identified the old Hospital Building located at 400 E. Caesar Ave., Kingsville, Texas as being in a state of disrepair such that it is a danger to the community;

WHEREAS, the City believes that an environmental assessment and clean-up of this property would allow for the structure to be razed so that redevelopment of the property could occur;

WHEREAS, the property sits in a prime area for residential development in the middle of town abutted by single family homes and a church and parochial school;

WHEREAS, neither the property owner or the City have the funding to do an environmental assessment of the building located at 400 E. Caesar Ave.;

WHEREAS, the Environmental Protection Agency ("EPA") has grant programs to assist with such matters and staff proposes that the City apply for an Environmental Assessment Grant with the EPA to try and secure such funding for this location;

WHEREAS, the City believes that if the grant is awarded it would be the beginning of a redevelopment project that could provide housing opportunities for citizens and improve this area and the community overall.

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

I.

THAT a grant application be submitted to the Environmental Protection Agency, requesting funding for the Assessment Grant Program for 400 E. Caesar Ave., Kingsville, Texas.

II.

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

III.

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

IV.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
13 th day of November, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #15

RESOLUTION NO. 2017-_____

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

WHEREAS, the Texas Property Tax Code states that the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it the Chief Appraiser before December 15th; and

WHEREAS, the governing body may cast all its votes for one candidate or distribute the votes among any number of candidates for persons named on the ballot; and

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

I.

THAT pursuant to Texas Property Tax Code Section 6.03, the City of Kingsville is entitled to cast votes for candidates to the local appraisal district board of directors.

II.

THAT the City of Kingsville hereby casts all of its votes for candidate Al Garcia for election to the Board of Directors for the Kleberg County Appraisal District for the 2018-2019 term.

III.

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

IV.

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

PASSES AND APPROVED by a majority vote of the City Commission on the 13 th day of November, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

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

received
10-30-17

DATE: October 26, 2017

TO: SAM FUGATE, CITY OF KINGSVILLE MAYOR

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

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

I have also enclosed another copy of the 2018 Board of Directors Votes Per Voting Unit spreadsheet and another copy of the Calculation of Voting Entitlement For Each Voting Unit spreadsheet that were included in the Board of Directors election letter that was dated September 5, 2017.

The Texas Property Tax Code states that the governing body of each taxing unit entitled to vote shall determine its vote **by resolution** and submit it the chief appraiser **before December 15th**. You may cast all your votes for one candidate or you may distribute the votes among any number of candidates, but the casting of votes must be in the form of a motion in order to be a resolution.

According to the Property Tax Code, a voting entity must cast its votes for a person named on the ballot. The Chief Appraiser may not count any votes for someone not listed on the official ballot. The Chief Appraiser will count the votes and notify the taxing units and the candidates of the results before December 31, 2017.

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

Sincerely,



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

Enclosures

Cc: Jesus Garza, City Manager
Mary Valenzuela, City Secretary

ELECTION OF BOARD OF DIRECTORS
FOR THE
KLEBERG COUNTY APPRAISAL DISTRICT
FOR THE 2018 – 2019 TERM

BALLOT

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

<i>CANDIDATES</i>	<i>VOTES</i>
<u>Garcia, Al</u> —————→	_____
<u>Garcia, Filiberto</u> —————→	_____
<u>Morales, Daniel</u> —————→	_____
<u>Saenz, Sr., John</u> —————→	_____
<u>Wallace, Gregory</u> —————→	_____
<u>Yaklin, Lynn</u> —————→	_____
TOTAL	_____

KLEBERG COUNTY APPRAISAL DISTRICT
2018-2019 BOARD OF DIRECTORS
TAXING ENTITY VOTES

TAXING JURISDICTIONS	2016 LEVIES	PERCENT	TOTAL VOTES	DISTRICT VOTES
KLEBERG COUNTY	\$11,481,881.63	0.310547	5000	1550
CITY OF KINGSVILLE	\$6,654,359.93	0.179978	5000	900
KINGSVILLE I.S.D.	\$11,934,508.92	0.322789	5000	1615
RICARDO I.S.D.	\$1,653,414.82	0.044719	5000	225
RIVIERA I.S.D.	\$2,512,789.45	0.067963	5000	340
SANTA GERTRUDIS I.S.D.	\$1,837,507.15	0.049699	5000	250
SOUTH TEXAS WATER AUTHORITY	\$868,354.06	0.023486	5000	115
KENEDY COUNTY GROUNDWATER	<u>\$30,274.43</u>	<u>0.000819</u>	5000	<u>5</u>
TOTAL	\$36,973,090.39	100.00%		5000

KLEBERG COUNTY APPRAISAL DISTRICT
2018-2019 BOARD OF DIRECTORS
TAXING ENTITY CALCULATION OF VOTES

KLEBERG COUNTY

$$\begin{array}{rcl}
 \$11,481,881.63 & \div & \$36,973,090.39 \\
 0.310547 & \times & 1000 \\
 310 & \times & 5 \\
 \hline
 & = & 1550
 \end{array}$$

CITY OF KINGSVILLE

$$\begin{array}{rcl}
 \$6,654,359.93 & \div & \$36,973,090.39 \\
 0.179978 & \times & 1000 \\
 180 & \times & 5 \\
 \hline
 & = & 900
 \end{array}$$

KINGSVILLE I.S.D.

$$\begin{array}{rcl}
 \$11,934,508.92 & \div & \$36,973,090.39 \\
 0.322789 & \times & 1,000 \\
 323 & \times & 5 \\
 \hline
 & = & 1615
 \end{array}$$

RICARDO I.S.D.

$$\begin{array}{rcl}
 \$1,653,414.82 & \div & \$36,973,090.39 \\
 0.044719 & \times & 1000 \\
 45 & \times & 5 \\
 \hline
 & = & 225
 \end{array}$$

RIVIERA I.S.D.

$$\begin{array}{rcl}
 \$2,512,789.45 & \div & \$36,973,090.39 \\
 0.067963 & \times & 1,000 \\
 68 & \times & 5 \\
 \hline
 & = & 340
 \end{array}$$

SANTA GERTRUDIS I.S.D.

$$\begin{array}{rcl}
 \$1,837,507.15 & \div & \$36,973,090.39 \\
 0.049699 & \times & 1,000 \\
 50 & \times & 5 \\
 \hline
 & = & 250
 \end{array}$$

SOUTH TEXAS WATER AUTHORITY

$$\begin{array}{rcl}
 \$868,354.06 & \div & \$36,973,090.39 \\
 0.023486 & \times & 1,000 \\
 23 & \times & 5 \\
 \hline
 & = & 115
 \end{array}$$

KENEDY COUNTY GROUNDWATER

$$\begin{array}{rcl}
 \$30,274.43 & \div & \$36,973,090.39 \\
 0.000819 & \times & 1,000 \\
 1 & \times & 5 \\
 \hline
 & = & 5
 \end{array}$$

AGENDA ITEM #16

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Director of Finance

DATE: October 27, 2017

SUBJECT: Budget Amendment-Roll Over Capital Projects

Summary:

This item authorizes the approval of a budget amendment to include capital projects not completed in FY 16-17 into the FY 17-18 budget.

Background:

In FY 16-17, the City of Kingsville approved various capital projects that were still in progress at fiscal year-end close. Since the completion dates of these projects were not known at the time of preparing the FY 17-18 budget, the following projects need to be rolled over into the FY 17-18 budget through a budget amendment:

- PD-State Seizure Fund-\$8,485.36 PD Communications Trailer Equipment Purchase
- CO Series 2016-\$827,114.28 Police Department Radio Backbone and Radios
- UF-Capital Projects-\$41,699.12 Water Well #19-Pump House Project
- CO Series 2013-Drainage-\$100,000 Master Drainage Plan
- TX Main Street Grant Fund-\$3,588.21 Grounds & Permanent Fixtures
- Landfill Closure Fund-\$62,662 Dozer Repair Equipment Maintenance
- Park Maintenance Fund-\$80,248.16 Grounds & Permanent Fixtures
- Insurance Claim Recovery Fund-\$17,530.67 Parks Grounds & Permanent Fixtures

In FY 16-17 the Grant #7215270 was budgeted grant revenues as \$240,000 with an additional \$60,000 cash match from the City for a \$300,000 project total. The Grant Project total is actually \$300,000 with a \$60,000 cash match from the City. This will budget for the remaining TXCDBG Grant Funds not budgeted and expended in FY 16-17.

- TX CDBG Grant #7215270-\$42,587.00 8" Water Line Replacement & State Revenues



**City of Kingsville
Finance Department**

Financial Impact:

This budget amendment will allow for the completion of these projects originally budgeted in the prior fiscal year. A total of \$1,141,327.80 will be rolled over from FY 16-17 fund balances into the FY 17-18 budget.

This budget amendment will also allow the increase of \$42,587 in grant revenues and expenditures in Fund 082-TX CDBG for the 8" Water Line Replacement Project.

Recommendation:

Staff recommends authorization of this budget amendment to complete these capital projects.



ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET TO INCLUDE PROJECTS NOT COMPLETED IN FISCAL YEAR 2016-2017.

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 2017-2018 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 005-PD State Seizure Fund					
Equity					
2		Restricted – Law Enforcement	61002		8,485.36
Expenses					
5-2100	Police	Minor Equipment	21700	8,485.36	
Fund 033-CO Series 2016-General					
Equity					
2	Non-Dept.	Restricted for Capital Outlay	74002		827,114.28
Expenses					
5-2103	Police	PD-Radio Backbone	71232	827,114.28	
Fund 054 UF Capital Projects					
Equity					
2		Unreserved Retained Earnings	71000		41,699.12
Expenses					
5-6002	Water Production	Water Well #19 Pumphouse	72020	41,699.12	
Fund 068 CO Series 2013-Drainage					
Equity					
2		Restricted for Capital Outlay	74002		100,000.00

Expenses				
5-3050	Streets	Professional Services	31400	100,000.00
Fund 079 TX Capital Main Street Grant Fund				
Equity				
2		Restricted for Capital Outlay	74002	3,588.21
Expenses				
5-1601	Planning	Grounds & Perm Fixtures	59100	3,588.21
Fund 082 TXCDBG Grant #7215270				
Revenues				
4		State Grants	72010	42,587.00
Expenses				
5-6001		8" Water Line Replacement-CDBG	54110	42,587.00
Fund 090-Landfill Closure Fund				
Equity				
2		Committed for Landfill	68100	62,662.00
Expenses				
5-1703	Landfill	Equipment Maintenance	41100	62,662.00
Fund 093 Park Maintenance Fund				
Equity				
2		Restricted Fund Balance	61005	80,248.16
Expenses				
5-4503	Parks	Grounds & Perm Fixtures	59100	80,248.16
Fund 096-Insurance Claim Recovery Fund				
Equity				
2	Non-Dept.	Restricted for-Insurance Claim Recovery	74002	17,530.67
Expenses				
5-4503	Parks	Parks-Grounds & Perm Fixtures	93010	17,530.67

[To amend the City of Kingsville FY 17-18 Budget to include projects that were not completed in FY 16-17 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 13th day of November, 2017.

PASSED AND APPROVED on this the 27th day of November, 2017.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #17

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Director of Finance

DATE: October 27, 2017

SUBJECT: Budget Amendment-Lift Purchase

Summary:

This item authorizes the reallocation of funds to purchase a 2007 Genie Z60/34 Boom Lift.

Background:

In the FY 17-18 \$19,700 was allocated in equipment rental across various departments to rent lifts throughout the year. Also, in FY 17-18, \$9,350 was allocated in the JK Northway for the purchase of a lift and \$8,100 was allocated for security cameras at Public Works which was completed in FY 16-17. By combining these funds the City of Kingsville will purchase a 2007 Genie Z60/34 boom lift.

Financial Impact:

This budget amendment will reduce the following line items in the FY17-18 budget:

001-5-3050-31800 – Equipment Rental (\$ 3,000)

001-5-4503-31800 – Equipment Rental (\$10,700)

002-5-1076-71200 – Machinery/Equipment (\$ 9,350)

051-5-6101-31800 – Equipment Rental (\$ 6,000)

033-5-1902-22604 – Computer & Associated Equipment-Pubic Works (\$ 8,100)

The Funds will be transferred into Fund 033-CO Series 2016, and 033-5-3050-71200 Machinery/Equipment will increase to \$37,150.

Recommendation:

Staff recommends authorization of this budget amendment.



ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET TO REALLOCATE FUNDS TO PURCHASE A GENIE Z60/34 BOOM LIFT FOR THE STREET 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 2017-2018 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 001 General Fund Expenses					
5-3050	Streets	Equipment Rental	31800		3,000.00
5-4503	Parks	Equipment Rental	31800		10,700.00
5-6900	Fund Trsfrs	Transfer to Fund 033	80033	13,700.00	
Fund 002 Tourism Fund Expenses					
5-1076	JK Northway	Machinery/Equipment	71200		9,350.00
5-6900	Fund Trsfrs	Transfer to Fund 033	80033	9,350.00	
Fund 051 Utility Fund Expenses					
5-6002	Water Production	Equipment Rental	31800		6,000.00
5-6900	Fund Trsfrs	Transfer to Fund 033	80033	6,000.00	
Fund 033 CO Series 2016 Revenues					
4-0000	Fund Trsfrs	Transfer From Fund 001	75001	13,700.00	
4-0000	Fund Trsfrs	Transfer From Fund 002	75002	9,350.00	

4-0000	Fund Trsfrs	Transfer From Fund 051	75010	6,000.00
<u>Expenses</u>				
5-1902	IT	Computers & Associated Equipment-Public Works	22604	8,100.00
5-3050	Streets	Machinery/Equipment	71200	37,150.00

[To amend the City of Kingsville FY 17-18 Budget to reallocate funds to purchase a 2007 Genie Z-60/34 boom lift that will be housed in the Street Department but used in various city departments as needed 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 13th day of November, 2017.

PASSED AND APPROVED on this the 27th day of November, 2017.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #18

**City of Kingsville
Public Works**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: William Donnell, Public Works Director
DATE: November 6, 2017
SUBJECT: Truck Rental Program

Summary:

This item authorizes the increase in fees for the Adopt-A-Truck rental program.

Background:

The Adopt-A-Truck fees are needing to be increased to help offset the expense of the program. Currently, since 2003, the price to rent a truck for residential is \$12.00 and the commercial price is \$33.30. The department is requesting to set residential at \$30.00 and commercial at \$75.00. The cost to deliver a truck and dispose of waste at the landfill is estimated at \$178.25.

Financial Impact:

If adopted this could result in an annual revenue increase estimated at \$2,000.

Recommendation:

Staff recommends adoption of the fee to help offset the cost of service for residents that is absorbed by the City.



Adopt a truck

	Current	Proposed		
Residential	\$ 12.00	\$ 30.00		
Commercial	\$ 33.30	\$ 75.00		

Brush truck	\$54.00		1 1/2 hours:	\$81.00
Employee	\$15 / hour		1 1/2 hours:	\$22.50
1 1/2 tow truck	\$29.75		1 hour:	\$29.75
Employee	\$15 / hour		1 hour:	\$15.00
Landfill fee	\$30 / ton		1 ton	\$30.00
			Total	\$178.25

ORDINANCE #2017-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING SECTION 5-1-56, PROVIDING FOR AN INCREASE IN THE TRUCK RENTAL FEES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City Commission of the City of Kingsville ("City") wants to encourage the sanitary disposal of solid waste and debris in the city and has offered an optional service of a truck rental for residential and commercial customers since at least 1988;

WHEREAS, the cost to provide this service has greatly increased over the years but the charges for this service have not kept pace with those costs;

WHEREAS, the last time the residential customer rate was increased was 2003 and the last time the commercial customer rate was increased was 1992;

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

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

I.

THAT Section 5-1-56 of Article 1: Garbage of Chapter V, Public Works, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 5-1-56 TRUCK RENTAL PROGRAM.

(A) Residential, commercial or nonprofit customers may obtain a brush truck from the Solid Waste Management Department so as to deposit garbage and debris therein. The minimum fee for truck rental shall be ~~\$12.00~~ \$30.00 plus the state sales tax for residential. Commercial customers may obtain one brush truck at the rate of ~~\$33.30~~ \$75.00, plus the state sales tax. Only one of the following three (3) types of solid waste will be allowed to be placed in the truck per rental: (1) brush, (2) lumber, roofing materials, and construction debris, or (3) metals (appliances not included). Customers will not be allowed to mix the solid waste. It shall be unlawful for any person to place concrete, tires, batteries, or dead animals in the truck. It shall be a per se violation by the person renting the truck to: (1) mix more than one type of allowed solid waste in a truck or (2) include any non-permitted solid waste in the truck.

(B) The Solid Waste Management Superintendent will be responsible for developing rules and procedures for the truck rental program.

(C) It shall be unlawful for a residential customer to pay residential truck rental rates for work performed by a commercial user or contractor.

Penalty, see §1-1-99

...

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of November, 2017.

PASSED AND APPROVED on this the 27th day of November, 2017.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #19

**City of Kingsville
Public Works**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: William Donnell, Public Works Director *wd*
DATE: November 1, 2017
SUBJECT: Septic Tank or Liquid Waste Disposal and Sludge Disposal Rates

Summary:

This item authorizes the increase in fees for Septic Tank or Liquid Waste Disposal and Sludge Disposal Rates.

Background:

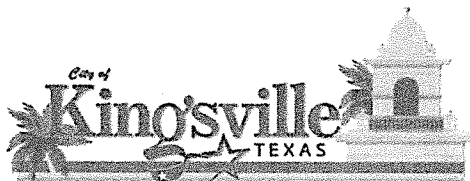
The cost of processing liquid waste to maintain state regulations have increased over the years. Septic Tank or Liquid Waste Disposal and Sludge Disposal Rates have not been increased since 2002. This increase is requested to keep up with the cost of chemicals and labor. Septic Tank or Liquid Waste Disposal and Sludge Disposal rates have been polled for the surrounding areas and are competitive.

Financial Impact:

Increasing the cost of Septic Tank or Liquid Waste Disposal and Sludge Disposal Rates will assist with the increased costs of disposal and treatment.

Recommendation:

Staff recommends adoption of the Septic Tank and Liquid Waste Disposal and Sludge Disposal Rates.



ORDINANCE NO. _____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER V, ARTICLE 2, SEWERS, SECTION 74, PROVIDING FOR AN INCREASE IN SEPTIC TANK OR LIQUID WASTE DISPOSAL RATES AND ADDING SLUDGE DISPOSAL RATES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, these rates have not been revised since at least 2002 and the costs for processing and/or disposing of them have gone up since that time;

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

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

I.

THAT Section 5-2-74 of Article 2: Sewers of Chapter V, Public Works, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 5-2-74 SEPTIC TANK OR LIQUID WASTE DISPOSAL RATES.

(A) Persons disposing of liquid waste originating from septic tanks or other domestic liquid waste shall comply with the Waste Disposal Procedures set out in §§ 5-2-50 through 5-2-58. Septic tank or other domestic liquid waste which originates in Kleberg County, but excluding grease liquid waste, sludge, or other industrial liquid waste, shall be charged as follows:

(1) All liquid waste produced by a generator of liquid waste at a specific location shall constitute a single load.

(2) Liquid waste generated within the city limits ~~\$0.03~~ 0.04 per gallon, 500 gallon minimum base charge.

(3) Liquid waste generated outside the city limits and within Kleberg County ~~\$0.03~~ 0.06 per gallon, 500 gallon minimum base charge.

(4) Liquid waste generated outside Kleberg County ~~\$0.05~~ 0.10 per gallon, 500 gallon minimum base charge.

(B) Liquid waste generated from grease traps shall be charged as per § 5-2-26(C).

(C) Sludge shall be charged as follows:

(1) Sludge generated within the city limits, 1,000 gal max per day.... \$0.08 per 500 gallon minimum base charge.

(2) Sludge generated outside Kleberg County, 1,000 gal max per day
\$0.12 per 500 gallon minimum base charge.

(Ord. 99039, passed 11-15-99; Ord. 2002-22, passed 9-9-02)

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of November, 2017.

PASSED AND APPROVED on this the 27 th day of November, 2017.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #20

**City of Kingsville
Public Works**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: William Donnell, Public Works Director *wd*
DATE: November 1, 2017
SUBJECT: Water tapping charges

Summary:

This item authorizes the increase in fees for water tapping charges.

Background:

Material and equipment prices have increased over the years. Meter tapping fees have not been increased since 2002. This increase is requested to keep up with the market price of materials and equipment. Tapping fees have been polled for the surrounding areas and are competitive with the recommendation.

Financial Impact:

Increasing the cost of meter taps, meters and tapping bores will ensure the city has a break even return on materials and equipment costs for new meter connections.

Recommendation:

Staff recommends adoption of the water tap charges to cover the cost of service for new water connections.



Company	Tap sizes		
	3/4"	1"	2"
City of San Benito	\$ 700.00	\$ 800.00	\$ 1,200.00
City of Alice	\$ 500.00	\$ 900.00	\$ 1,650.00
City of Laredo	\$ 1,590.00	\$ 1,675.00	\$ 2,032.00
City of Portland	\$ 425.00	\$ 520.00	\$ 1,000.00
City of Cuero	\$ 1,020.17	Call for fee	Call for fee
City of Pampa	\$ 600.00	\$ 700.00	\$ 1,500.00
City of Belton	\$ 900.00	Call for fee	Call for fee
City of Big Spring	\$ 512.00	\$ 600.00	\$ 842.00
City of Kingsville	\$ 265.00	\$ 350.00	\$ 575.00
City of Kingsville - proposed	\$ 553.00	\$ 757.00	\$ 1,652.00

ORDINANCE NO. 2017- _____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER V, ARTICLE 3, SECTION 52, PROVIDING FOR AN INCREASE IN WATER TAPPING CHARGES AND ADDING WATER BORING TAP CHARGES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, these rates have not been revised since at least 2002 and the costs for processing and/or disposing of them have gone up since that time;

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

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

I.

THAT Section 5-3-52 of Article 3: Water of Chapter V, Public Works, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

Sec. 5-3-52. Tapping charges.

(A) All taps on active city water lines shall be made only by City Water Department personnel unless previously approved by the City Utility Director and/or City Engineer. Private contractors shall perform taps only under the direct supervision of city inspectors. Every person, firm or contractor performing any tap on city water lines shall first secure a permit prior to excavating any city water line or commencing work. Tapping and meter fees shall be paid to the utility billing office prior to any tap being made.

(B) The fee schedule for water taps and water bore taps made by city personnel within the city limits shall be:

TABLE INSET for water taps:

Size of Tap	Fee	Meter Cost
5/8 and 3/4 inch	\$ 230.00 <u>389.00</u>	\$ 35.00 <u>164.00</u>
1 inch	250.00 <u>456.00</u>	100.00 <u>301.00</u>
1 1/2 and 2 inch	325.00 <u>982.00</u>	250.00 <u>670.00</u>
6 inch—	500.00—	2,500.00—
8 inch—	630.00—	3,650.00—
12 inch—	1,100.00—	5,250.00—

TABLE INSET for water bore taps:

<u>Size of Tap</u>	<u>Fee</u>	
<u>4 inch</u>	<u>\$ 650.00</u>	
<u>6 inch</u>	<u>700.00</u>	
<u>8 inch</u>	<u>750.00</u>	
<u>12 inch</u>	<u>800.00</u>	

(C) Charges for tap sizes not listed shall be charged based on the cost of labor, equipment, and material the next larger size tap fee. Taps which require a street or alley cut shall be assessed an additional fee of \$450 for cuts up to 15 feet and \$40 per linear foot thereafter based upon the estimated cost of repairing the street or alley. The charge for meters not listed shall be determined by actual cost to the city plus 10%. Applicants for service outside the city shall pay the in-city tap fee and meter cost as a minimum fee prior to the tap being made by the city. Outside city limit customers shall be billed for all actual costs in excess of the tap fee.

(D) Taps requiring a street cut using a trencher shall be assessed a fee of \$20.00 per linear foot of trench in addition to the tapping fee.

(1962 Code, § 3-1-14; Ord. 85062, passed 12-16-85; Ord. 2002-20, passed 9-9-02)

Cross references: Penalty, see § 5-3-99.

II.

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

III.

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

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

IV.

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

INTRODUCED on this the 13th day of November, 2017.

PASSED AND APPROVED on this the 27th day of November, 2017.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney