

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION MONDAY, DECEMBER 11, 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 – November 13, 2017

Regular Meeting – November 27, 2017

APPROVED BY:

  
Jesus A. Barza  
City Manager

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

None.

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

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, 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, Golf Course Update. No formal action can be taken on these items at this time."*

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

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

**V.**

**Consent Agenda**

**Notice to the Public**

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 budget to purchase traffic safety vests from Municipal Court fees collected to enhance public safety and security. (Chief of Police).
2. Motion to approve final passage of an ordinance amending the FY17-18 budget to accept and expend Park donations for the Ranch Hand Festival Event. (Parks & Recreation Director).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 budget to accept and expend a Tourism donation for the Ranch Hand Festival. (Tourism Director).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 budget for personnel expenses in the Planning Department. (Director of Planning & Development Services).
5. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 budget to accept and expend a Parks donation from the Texas Got Talent Program. (City Manager).
6. Motion to approve final passage of an ordinance changing the zoning map in reference to 6<sup>th</sup> Addition, Block 3, Lots 1&2, also known as 801 E. Alice Street, from R1-Single Family to C2-Retail District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).
7. Motion to approve re-appointment of Jonathan Plant to the Historical Development Board for a three-year term. (Downtown Manager).

**REGULAR AGENDA**

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

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

8. Consider approval of a preliminary plat for Bill Miller's Bar-B-Q-Kingsville, Lot 3, Block 1, a total of 1.382 acres out of tracts recorded in Volume 320, Page 183, Deed of Records Kleberg County, Texas, by Brazos de Santos Partners, Ltd. (authorized agents) for Paul Martin West and Carol D. West Lusk (owners). (Director of Planning & Development Services).

9. Consider approval of a final plat for Bill Miller's Bar-B-Q-Kingsville, Lot 3, Block 1, a total 1.382 acres out of tracts recorded in Volume 320, Page 183, Deed of Records Kleberg County, Texas, by Brazos de Santos Partners, Ltd. (authorized agents) for Paul Martin West and Carol D. West Lusk (owners). (Director of Planning & Development Services).
10. Consider a resolution authorizing the new dog park in Dick Kleberg Park to be named the Vishal Raju Bhagat Memorial Dog Park. (City Manager).
11. Consider accepting a \$25,000 donation from Vishal Raju Bhagat Foundation for dog park. (Parks Director).
12. Consider introduction of an ordinance amending the FY17-18 budget to accept and expend a Parks donation from the 12<sup>th</sup> Annual Vishal Bhagat Memorial Golf Tournament. (Parks Director).
13. Consider a resolution authorizing the City Manager to execute a contract with Kleberg Bank, N.A. for bank depository services for the City of Kingsville. (Purchasing Manager).
14. Consider final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for 620 E. King Avenue, also known as 6<sup>th</sup> Addition, Block 17, Lots 17-24, for a poker card club. (Director of Planning & Development Services).
15. Discuss update on Drainage Master Plan and public involvement process. (City Manager).
16. Discuss potential Wastewater Treatment Plant improvements. (Commissioner Garcia).
17. Consider a resolution authorizing the City Manager to execute a contract with Mia Electrical Services for the Annual Electrical Services for the City of Kingsville. (Purchasing Manager).
18. Consider award for emergency response services via GSA purchasing cooperative, as per staff recommendation, and resolution authorizing the Mayor to enter into an Emergency Disaster Response Agreement between the City of Kingsville and Garner Environmental Services, Inc. for emergency disaster response services. (Purchasing Manager).
19. Consider accepting a \$500 donation from the Kingsville Area Educators Federal Credit Union for the Police Department for tourniquets. (Chief of Police).
20. Consider introduction of an ordinance amending the FY17-18 budget to accept and expend a Police donation from the Kingsville Area Educators Federal Credit Union. (Chief of Police).
21. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 budget for the renovation of the Municipal Building. (City Manager).
22. Consider approval of change order #2 on Santa Gertrudis Avenue Street Improvement Project. (Capital Improvements Manager).
23. Consider a resolution authorizing the City Manager to enter into a Real Property Use Agreement between the City of Kingsville and Paddle EZ, LLC for watersport equipment rental. (Parks & Recreation Director).
24. Consider a resolution authorizing the Mayor to enter into the First Amendment to Tower Attachment Lease Agreement with GTP Acquisition Partners II, LLC. (City Manager).
25. Consider a resolution authorizing the Mayor to execute an Employment Agreement for the position of City Manager with Jesús A. Garza. (Mayor Fugate).

## VII. Adjournment.

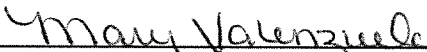
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

### NOTICE

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

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board 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:

December 8, 2017 at 3:30 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

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

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

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



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

NOVEMBER 13, 2017

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, NOVEMBER 13, 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 STAFF PRESENT:**

Jesús Garza, City Manager  
Mary Valenzuela, City Secretary  
Kyle Benson, IT Manager  
Courtney Alvarez, City Attorney  
Tom Ginter, Director of Planning & Development Services  
Sharam Santillan, Capital Projects Manager  
Jason Alfaro, Parks & Rec Director  
Derek Williams, Systems Specialist  
Bill Donnell, Public Works Director  
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  
Cynthia Martin, Downtown Manager  
Stephannie Resendez, Administrative Assistant  
Jennifer Bernal, Community Appearance Supervisor  
Marco Jimenez, Water Supervisor  
Frank Garcia, Waste Water Supervisor  
Avelino Valdez, Street Supervisor  
Richard Flores, Golf Course Manager

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate opened the meeting at 6:00 P.M. with four Commission members present.

**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 23, 2017

**Motion made by Commissioner Lopez to approve the minutes of October 23, 2017 as presented, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Lopez, Pecos, Garcia, Fugate voting “FOR”.**

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

**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).**

Mayor Fugate announced and opened this public hearing at 6:01 P.M.

Mr. Tom Ginter, Director of Planning & Development Services reported that the applicant is requesting a rezoning of 907 E. Fordyce. The rezone will be from R2 to C2. Applicant Mary Mora has purchased the building and plans to locate a urgent care facility. Records show that the area around this address is zoned as C2. Why this address is zoned as R2 is hard to say, but records reflect that it is R2 so the change should be done to accurately reflect the use of the property. This building was used for a Chiropractic Center in the past. The Planning & Zoning Commission has heard this item and has voted 6-0 to recommend approval of the rezoning.

Mayor Fugate announced that this is a public hearing and if anyone would like to speak on behalf of this item may do so now with a five-minute time limit. Additional time cannot be extended by City Commission.

Mayor Fugate closed this public hearing at 6:05 P.M.

**2. Public Hearing on an ordinance amending the zoning ordinance by granting a Special Use Permit for 916 S. 14<sup>th</sup> 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).**

Mayor Fugate announced and opened this public hearing at 6:05 P.M.

Mr. Ginter reported that in the City's Land Use Appendix A, there is not an exact land use description of 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. In either case, for this to occur under C2, it will require a Special Use Permit (SUP).

Mayor Fugate asked if the property was zoned C2 now. Mr. Ginter responded that this was correct. Fugate further asked why does it have to be zoned for a special use.

Mr. Ginter commented that the use in this space under the city's ordinance, it could be a commercial amusement indoor or a club which is the closes that staff could get to Appendix A, which is the city's land use, and to do this would require a special use permit.

Mayor Fugate asked that if the Commission is only approving the permit and not making any ruling on the legality of this business.

Mr. Ginter responded that this was correct. Just like any other special use permit that comes before the City Commission.

Commissioner Garcia asked about the ramifications connected for this type of establishment.

Mrs. Alvarez commented that this is only the public hearing portion for this item. On this agenda, there is also an item to introduce an ordinance for the special use permit, so some of the comments that the Commission may want to discuss, may be more germane for that portion of the agenda. Not that it can't be discussed now, but this will give the public a chance to comment on this.

Mayor Fugate announced that this is a public hearing and if anyone would like to speak on behalf of this item may do so now with a five-minute time limit. Additional time cannot be extended by City Commission.

Mr. Rocky Dominguez, Jr., 903 W. Avenue G, commented that he knows what the Commission is thinking about as he thought the same thing when he first heard about

poker club. This poker club was started in Austin, TX in March 2015 by a gentleman named Sam Bakenel, who worked for the Licensing and Administration as a Chairman for the Committee. He later joined forces with Senator Jose Menedez of San Antonio. Together these two men created this model business of membership poker club. Dominguez commented that when he first about this, he didn't believe it so he drove up to Austin to see the business and see how things worked. He stated that he also had questions, as the Commission did as well, and thought how this could happen in the State of Texas. He stated that he went to Houston and saw one called The Mint and saw it in motion. Dominguez stated that they did was follow the Texas Penal Code Chapter 47.02, which is black and white but there is a small grey area they capitalized on, which he could read to the Commission. Dominguez read the section of the Penal Code which read, A person commits an offense if he: (1) makes a bet on the partial or final result of a game or contest or on the performance of a participant in a game or contest; (2) makes a bet on the result of any political nomination, appointment, or election or on the degree of success of any nominee, appointee, or candidate; or (3) plays and bets for money or other thing of value at any game played with cards, dice, balls, or any other gambling device; (b) It is a defense to prosecution under this section that: (1) the actor engaged in gambling in a private place; (2) no person received any economic benefit other than personal winnings; and (3) except for the advantage of skill or luck, the risks of losing and the chances of winning were the same for all participants. Dominguez stated that what they basically done was that they converted a private/social club where it's not open to the public but you have to become a member and everything that is put on the table like at the local bars dart and poker tournaments, 100% of the entry has to stay on the field for all the participants. If the house, the third party, takes 1% of any type of tournaments, it becomes illegal, which is the same concept here. Dominguez stated that there are several of the same establishment within the Coastal Bend area and in areas North of Texas. This type of establishment has been around for some years except in Kleberg County. Dominguez commented that he is not trying to create something new, only trying to follow the business model and present to the community, after all, there is some illegal gambling within our area. Dominguez stated that if this type of establishment is allowed, this will eliminate all the illegal gambling as the participants will come to this type of establishment.

Mayor Fugate closed this public hearing at 6:14 P.M.

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

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

Mayor Fugate commented that he is concerned about a couple of things that he would like to get some answers from staff. One is the lack of street production on the maintenance side. With the summer going by, he didn't see a lot of paving going on and without any reports or information it's hard for the Commission to see what is being done. If he was told that there was paving going on, he usually goes out and observe the work being done. Fugate commented that there has been very little maintenance being done to city streets over the summer.

Mr. Garza commented that staff has information and an answer to the Mayor's concerns as well as a commitment in providing information as we move forward.

A summary of streets that were worked on from June 2017 through the end of the year was given to the City Commission.

Mr. Garza stated that the information given to the City Commission back up the observation that the Mayor just made. Staff has compared this to two year past and it is correct that there hasn't been the same amount of streets worked on in the past six months as there has been in the past years prior. Garza further commented that staff has developed a strategy in-house as to how or why.

Mayor Fugate commented that if it's equipment that is down or the lack of manpower, staff will work on streets even if the city has to go out and rent equipment.

Mr. Garza commented that it's basically been on the personnel side than anything else, which is no excuse. Currently, the division has six vacancies with the most experience operators leaving the organization over the last year. With this, there has been delay in training of the personnel. These area issues, but they are issues that staff needs to do a better job of getting ahead of and preparing for. Garza commented that in working with Bill Donnell, Public Works Director in getting the strategy moving forward to assign certain personnel in constantly be working on streets and catch us up on that.

Mayor Fugate commented that he knows that when he first came on board as Mayor, there was an issue on whether or not you can pave during the winter season, well TXDOT paves during the winter months, and if TXDOT does so should the city.

Mr. Garza further commented that on the schedule is full depth construction in both November and December, so staff is planning on working during the winter months.

Mayor Fugate commented that this is the biggest complaint that the city has from the citizens and for us to do the job we did this summer is totally unacceptable. Fugate further commented that he doesn't speak for the entire Commission but only for himself, but the city has to do a better job.

Mr. Garza commented that staff developed a strategy on how to rearrange staff in-house. Garza stated that staff will make a commitment to update the Commission on a quarterly basis.

Mayor Fugate responded that he wants an update at every City Commission meeting. At the next meeting he would like to know what staff has done in the last two weeks. Every meeting that the City Commission has, he would like an update on streets, until further notice.

Mr. Garza commented that for the Commission's reference, a list of all the streets to be done this fiscal year has been provided to them during tonight's meeting. Any updates to be made in future meetings will be based from this list.

Mayor Fugate commented that the other item he would like an update on is on demolitions.

Mrs. Jennifer Bernal, Community Appearance Supervisor reported that the schedule is a off but after speaking with Mr. Bill Donnell, Public Works Director and Pete Pina, Landfill Supervisor today, it has been determined that there will be two demolitions scheduled for Wednesday and one for Thursday of this week. With the holidays coming up and interrupting the brush and trash schedule, they are looking in getting the rest of the demolitions started for the next year. A list of demolitions was provided to the City Commission which showed tentative dates of when demolitions should continue in January.

Mayor Fugate commented that one other thing he is concerned about is the Golf Course. Fugate stated that he has never seen this golf course in as bad as shape as it is now, at least since his been Mayor.

Mr. Jason Alfaro, Parks & Recreation Director stated that as far as the irrigation is concerned, the components are onsite at the golf course and the irrigation installation contract will be presented during tonight's meeting. This will get the contractor selected and onboard. The contractor will have 45 days to get the work completed, which makes for a completion date in mid-January, considering the upcoming holidays and weather permitting to have it completely installed. As for the greens, they are planning on verta-cutting and preparing to over seed the greens for the winter.

Mayor Fugate asked how staff allowed for the greens to get in the shape they are in.

Mr. Alfaro responded that it is a combination of a few things, but it's the type of grass that is on there. Every time staff goes to cut the greens, which is the very fine cut that is seen, makes the greens go under stress, which then creates disease and decay within the greens itself. Alfaro further commented that some of the greens don't have any Bermuda at all. So, every time staff goes out there to cut the greens and with the type of grass is has on there, we are going to see the same issue.

Mayor Fugate commented that the number one producer of golf course grass in the country is right here in Kingsville, that being the King Ranch. With resources available to the city such as the University and the King Ranch, the city should take advantage of asking for their assistance.

Mr. Alfaro commented that he and the Golf Course Manager have discussed getting in touch with the University as well as USGA in order to get some opinions and try to figure out what staff can do to fix this on a more permanent basis.

Mayor Fugate commented that he doesn't like to complain, but this course is in the worst shape he has ever seen.

Mr. Alfaro stated that staff will over seed with winter rye, but come Spring, staff will need to have a game plan in place to take care of the greens.

Commissioner Lopez commented that the skatepark, there is a lot of trash all over. She also commented that during school hours, she has seen young kids playing at the skatepark. They are also out there during the late hours as well.

Mr. Alfaro commented that staff has been going out to the skatepark everyday and have seen where trashcans have been full as there are a lot of citizens that utilize the skatepark.

Commissioner Lopez commented that it's good that they are utilizing the skatepark, but staff needs to keep up the maintenance at the park or KISD will start complaining about the trash.

Mrs. Courtney Alvarez, City Attorney commented that the next City Commission is scheduled for November 27<sup>th</sup>. Due to the Thanksgiving Holiday, city offices will be closed on Thursday and Friday and with the potential of staff being out on Wednesday, the deadline for agenda items has been pushed up to this Wednesday. Alvarez further mentioned activities that will take place in the city. Alvarez further gave her condolences to the family of Commissioner Noel Pena.

Mr. Israel Vasquez, Facility Maintenance Manager gave an update to the City Commission on the pumphouse. The pumphouse should be completed, according to the general contractor, on Friday. Once this is done, the architect will be contacted and staff will get the punch list together and give them a couple of weeks to do it, which by December it should be good. The new fence should be in place by mid-December.

Mr. Garza commented that overall, staff is looking a mid-January for the site, as there are some additional improvements that need to be made.

Mr. Sharam Santillan, Capital Improvements Manager reported that there is additional parking that which includes parking for the pavilion as well as parking for the Volunteer Fire Department (VFD). Santillan stated that at the VFD the plan is to place a driveway as per requested by the Fire Chief to be used for trucks that do not fit in the bay area at Fire Station No. 1 & 2. Staff is also looking at making this site pedestrian friendly with ADA Improvements and also create a loop that can be utilized by families to walk around the park. There is a new fence that will be built at Well #19. The chain link fence will be replaced with an ornamental black aluminum fence. There are plans to redo PFC Alarcon Street within the next fiscal year, which is part of the maintenance street improvement program.

Commissioner Garcia commented on the burial services for Commissioner Noel Pena. Garcia further gave his condolences to the Pena Family.

Mayor Fugate commented the city will have a ceremony in December to memorialize the service that Commissioner Noel Pena has given to his community. Fugate further stated that Commissioner Pena has served in the Probation Department for Kleberg County for many years and five years on this Commission. He was an outstanding volunteer and public servant to his community.

Commissioner Pecos commented that in the previous years, the city has had a Mayor and Commissioner that have passed away. There are sketches made of those individuals which hang on the wall at the old City Commission Chambers located in the Municipal Building. Pecos further commented that he would like for those sketches to be brought to the new City Hall and displayed in their honor. He also asked that a photo of Commissioner Pena be displayed at City Hall in his memory.

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

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

Mr. Vic Medina of Wastewater Connections presented a check of \$1,000.00 to Commissioner Garcia and the City of Kingsville, for Garcia's participation in the "Texas Got Talent" singing competition during the TML Annual Conference in Houston. Garcia wrote the lyrics and song "I Love this Town" to the tune of Sweet Caroline.

Ms. Faith Delaney, Public Information Officers with the US Small Business Administration Office of Disaster Assistance gave her condolences to the Commission for the loss of Commissioner Noel Pena. Ms. Delaney gave a quick report on the SBA loans that were issued to citizens of Kleberg County that endured damage during Hurricane Harvey.

#### V.

##### Consent Agenda

##### Notice to the Public

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

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

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

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

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.<sup>4</sup>

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).

Introduction item.

4. Consider introduction of an ordinance amending the zoning ordinance by granting a Special Use Permit for 916 S. 14<sup>th</sup> 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).**

Commissioner Garcia commented that he has done some research on this type of establishment. Garcia mentioned some names of communities near the Houston area that have these types of establishments within their community. He further mentioned that across Texas, there are some in Austin, Pflugerville which has been closed, as well as one in Austin. Round Rock and San Antonio have these types of establishments which are still in operation. In Plano and Dallas, these types of establishments have been shut down by the Police Department. Garcia commented that due to some legal ramifications and reports that he has been reading, which have been compiled by attorneys. Garcia stated that he would hate to see a club open and get shut down, which will be of loss of money to the owner. He doesn't mean to discourage the owner from continue his venture, but thought that it was important to mention some of the information he has come across.

Introduction item.

**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).**

Mrs. Alvarez commented that earlier this year, the city's Purchasing Department went out for Request for Qualification for this particular item. It was advertised in the paper, responses were received and an evaluation committee was formed. There were three responsive submittals received and after the evaluation committee received those and acknowledged there responsive, there were interviews had with each of three companies that submitted proposals. After this was done, there was some discussion amongst the committee and eventually all the groups were scored based on their submittals and interviews. It is staff's recommendation that the RFQ be awarded to Estrada and Hinojosa. Alvarez stated that the City Commission back on October 9<sup>th</sup>, did award the financial advisory services RFQ to Estrada Hinojosa and authorized staff to negotiate a contract with them, which is what has occurred since that time.

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

Mayor Fugate asked Mrs. Alvarez if this was for the best interest of the City.

Mrs. Alvarez responded yes. She further stated that the contract states that this contract is for a five-year term with no automatic renewals and either party can terminate the contract with 30 days written notice.

Mayor Fugate asked Mrs. Alvarez if she was comfortable with the agreement. Mrs. Alvarez responded yes.

Commissioner Lopez asked if this was normal to do a five-year contract.

Mrs. Alvarez responded that most of the normal contracts that the city has had, not only for this type of work, but for depository and other, have been for three to five years and generally have automatic renewals.

**Motion was passed and approved by the following vote: Garcia, Lopez, Pecos, Fugate voting "FOR".**

**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).**

Mrs. Deborah Balli, Finance Director stated that staff has gone out of an RFQ #18-02. The city published the RFQ on October 15<sup>th</sup> and October 27, 2017. Request for applications were accepted until 2:00 p.m. on October 31<sup>st</sup>. Three responses were received from New Gen Strategies and Solutions of Richardson, TX; HDR Engineering of Austin, TX; and Capex Consulting Group of Frisco. The Utility Rate Study Evaluation Committee reviewed qualifications and discussed the three firm's 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.

Mrs. Alvarez commented that the Commission will be awarding it to HDR and then authorizing staff to negotiate based on the award.

**Motion made by Commissioner Pecos to authorize the award of RFQ #18-02 for Utility Rate Study to HDR Engineering, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Lopez, Pecos, Garcia, Fugate voting "FOR".**

**7. Discuss update on City's wastewater treatment plants. (City Manager).**

Mr. Bill Donnell, Public Works Director gave the Commission a report on the wastewater treatment plants. Some Plant history, year built was in 1977 with a capacity design of 1mgd. It was built by Belco Construction Co. for a construction cost of \$873,890. Previous Plant improvements are UV light system conversion in 1994; Wedge wire drying beds in 1994, which shorten drying process; Polymer injection system in 1994, which separates water from sludge; and SCADA system installed in 2002. Previous Plant improvements: replaced clarifier bridge in 2001 for a cost of \$330,756; aeration basins No. 1&2 in 2006, \$157,500; aerated grit chamber in 2006 for \$197,500; blower system upgrade in 2006 for \$288,300; UV light system upgrades in 2006 for \$75,310; gate replacements in 2006 for \$21,177; Lift Station in 2006 for \$113,050; new secondary clarifiers for TCEQ requirement in 2013 for \$1,355,600; and centrifuge from drying process of sludge in 2015 for \$550,000.

Mr. Garza commented that all the improvements that were done in 2006 were done via a CO from the Utility Fund, and the 2013 improvements was also done through a CO from the Utility Fund.

Mr. Donnell continued to report that when this plant was originally built, it was a contact stabilization treatment process. Due to ammonia limits regulated by TCEQ, they change the process and went to a complete mix. This would allow for long aeration time which would reduce the ammonia so that the city could operate within TCEQ guidelines. This was done in 1994. The blower system is the most use of energy in electricity. There is the Spencer which is a backup blower, which was installed in 1978 during the initial design. Some Plant enhancement needs are grit system/head works; isolation gates; clarified effluent pipe; and clarifier bridge.

Mr. Garza commented that there will be three different phases which are not related but needed. There are some repairs that are needed at the Plant which have nothing to do with making it efficient or expanding its capacity.

Mr. Donnell stated that recommended repairs for the Plant are as followed: grit system/head works, due to deterioration of the concrete; clarifier effluent pipe size;

blower pacing; isolation gates; course to fine bubble diffusers; clarifier repairs; UV system upgrade; and SCADA upgrade. These improvements will total \$2,384,000. Plant enhancement needed, contact stabilization, high speed blower, fine bubble aeration; automation & controls, and UC System. Schneider Electric efficiency proposal is to change process back to contact stabilization, fine bubble aeration, high speed turbo blowers, automation and controls, improved air handling system, and P-Uptake aerobic digestion. Proposed budget savings will be in personnel services, chemicals, lab supplies/chemicals, professional services, utilities, and equipment maintenance, repairs and replacements. The goal is savings pay for debt service payments on efficiency related improvements. Next steps is consideration of IGA (Investment Grade Audit); exit fee, if entered into, will be \$175,000, only applicable if self-funding project is developed and city opts to not do it. Currently no money allocated in FY 2018. Phase three is the capacity expansion, which is to be determined, but can cost from \$7.0 to \$1.60 million dollars. Kimley Horn Engineering completed a Capacity Analysis Report for the city They had awarded a contract on November 28, 2016. They gave a presentation to City Commission on June 26, 2017 and submitted a capacity report on July 2017. The projected population during this study was that in 2020, if you go with the portion of low growth project versus Texas Water Development Board or the portion of high growth project, depending on the growth rate on the south end, would determine in what year the city could possible determine when we would have to expand this Plant. The projected flow rate, in 2020 on the lower average, we are looking at 0.64, Texas Water Development Board at 0.77 and the high growth rate would be at 0.84. These numbers are in hundred million gallons. Donnell stated that currently, the study shows that the city is at 70% as of the summer. Since then, they have had the meter at the Plant recalibrated which is showing closer to 75%, just in the past few months which makes us at the design need for TCEQ requirements.

Commissioner Garcia asked if the city was at 70% a couple of years ago. Mr. Donnell responded that staff was thinking that it was in the 60% in capacity. But due to the calibration of the flow it has moved up.

Mr. Donnell spoke about the expansion requirements. At 75% of average daily or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the wastewater treatment and/or collection facilities. Whenever the average daily or annual average flow reaches 90% of the permitted average daily flow for three consecutive months, the permittee shall obtain necessary authorization from the commission to commence construction of the necessary additional treatment and/or collection facilities. Projected growth is what drives what the city would have to do with that Plant.

Commissioner Pecos asked that a time back, the capacity was at 60% and now it's at 70%. Would this be due to the fact that the University's enrollment has gone up about 2,000 students which would increase the volume.

Mr. Donnell responded that it could increase it if they resided in the south end of the city. The flow from the University goes to the North Plant.

Mayor Fugate asked if there is any way that some of this can be diverted to the North Plant.

Mr. Donnell's response was that staff has looked at that and back in the mid to early 90's there was a reroute done that laid a trunk line from down Franklin Adams and around through Pasadena which rerouted a section of that town to go to the South. To reroute it back to the North would require a hydraulic study. Donnell stated that this wouldn't be feasible for the short years if growth continues towards the south end of

the city. The cost of the hydraulic study and the reroute would not be as beneficial as looking at moving forward with the treatment plant.

Mr. Garza commented that one of the limitations is that the city doesn't have the capacity in-house to look at the hydraulic and other things. Part of what is being conveyed is the vision of the team that is in the process of being assembled and the roles that they would play in helping to find solutions for our challenges. Garza commented that there is a financial challenge with the Utility Fund. We are in a tight situation that can force us to think outside the box and in order to help in doing that, it is important to have the right people at the table which is why staff has gone through the process in selecting the financial advisor that was recommended. It is also important to select a firm to come in and look at the rates, but it is also important to go through another RFQ process to select an engineering firm to assist and bring the experience to the table that will represent the interest of the city. They can also help look at the hydraulic and the expansion component of it. Historically, improvements to the Plant was being paid through Certificates of Obligations, but we don't have capacity for that at this time. Part of assembling this team is that with the financial advisor, they can assist the city as to when we are eligible for capacity, or assist in the possibility of refinancing in order to get more money. The rate study firm will assist in improving revenues to help us run day by day operations but potentially tie some rates to a capital improvement program that will include some of the improvements which is in phase 1. This type of work can be done in-house, which staff has already starting the process in retrieving quotes. Garza stated that staff is in the process of hiring a City Engineer. Once this person is onboard, they can help develop a CIP that the firm can take a look at where they can report in what years rates can be increased to help fund some of the improvements. Garza stated that at this time, the city doesn't have the funds to fix what needs to be fixed or even start the discussion for an expansion or reroute option. Not knowing how much this would cost, makes it difficult for staff to make a recommendation. Garza further commented that some of the options for the city, is pursuing the IGA with Schneider is a true option to figure out if this is a self-funding project. If it is a self-funding project, it will take care of phase 2 without it having to increase rates. Garza stated that this is something to keep in mind that it's a risk because it would be investing time into it and if it turns out that it's not a self-funding project, the city have the same issue. Garza stated that there is some pros and cons to the mix. The pros being not having to fund those improvements through rate increases. Garza stated that another option would be for a budget amendment to proceed in getting a third party engineering firm to help the city look at some of the hydraulic models and the actual details of an expansion. Staff feels confident that internally, staff can handle seeing the repairs, which is the phase 1, but will definitely need the outside experience to assist staff come up with the actual plan for the expansion. Garza stated that even if the city was to look at the option for the efficiency with Schneider, that process would still require for the city to have its own third party engineering firm to validate all of the information that will be put together by this firm.

Mayor Fugate asked how much would a contract with Schneider cost the city.

Mr. Garza commented that it doesn't cost the city anything upfront, it only cost if they develop a self-funding project that the city chooses not to pursue, then the city will pay them the exit fee of \$175 or if the city chooses to pursue the improvement that they spearhead, almost as a project manager, and oversee all of the construction of the improvements, then they get compensated through the construction management process. This is not something that the city pays them directly, unless those two things happen.

Mayor Fugate asked if this is something that staff can take care of and why we would need someone from the outside do it? Staff knows this Plant better than anyone out there. Staff will know what will be efficient and what is not. Mayor Fugate commented that he is concerned about this.

Mr. Garza commented that it has its pros and cons. It all depends on the policy direction that the Commission wants to give to staff. The pro side on performance contracting is that it comes with a guarantee. With a guarantee, if one of those things that was discussed does not happen, the city doesn't have to worry about coming up with that dollar amount from the city's budget, it is guaranteed. If it is done in-house, the city can manage and include it in the CIP that was discussed earlier, but at this point the city will take on all the risk where if some of these things don't occur, the city will have to find the additional funds to pay for that improvement. If the city gets a third party, they take the risk. If the city is doing it on its own, then the city takes on the risk on whether the energy efficiency will happen or not happen. Garza commented that the improvements, staff agrees with, and it's also important to note that the energy efficiency components don't just apply to the South Plant but also apply to the North Plant. The proposal that was received from Schneider, it took a look at both Plants as both Plants can be more efficient with the more efficient blowers. Both Plants can be more efficient but as for capacity and from a needs for improvement, it's only the South side.

Mayor Fugate commented that we do the repairs which could cost \$2.5 million, which the city doesn't have, and do the efficiency study. Which we don't know what it will cost, which the city doesn't have, but it doesn't raise the capacity. Now on top of that, we have the issue with capacity which will cost over \$7 million.

Mr. Garza commented that this is a wide range on purpose as staff hasn't had a detailed conversation with a firm to assist the city fine tune it.

Commissioner Pecos asked what is the projected savings of Schneider in implementing the plan that they have?

Mr. Garza responded that staff didn't want to discuss it just yet as we don't want to hold them to a number, as everything that has been discussed has been preliminary. Staff knows that the combination of the efficiency improvements at both the North & South Plant are in the range of \$6 to \$7 million dollars, combined. Something like this over a 20 year note of a debt service payment of over \$400,000 which means that the city would have to come up with some savings that equate that to make it self-funding. Some of this would come in the form of energy efficiencies, personnel, and maintenance savings.

Mayor Fugate asked how the city would save on personnel, does this mean that the city would have to let some employees go.

Mr. Garza commented that staff doesn't know that for a fact as the city hasn't gone through the process of the IGA. Garza stated that from staff, they are 100% against reducing the number of staff that we have now.

Mr. Donnell stated that the city is at TCEQ requirements at this time. As for 3MGD, the city is mandated to have certain amount of operators. The only position that could be released is the plant helper as that position is not required by TCEQ. Donnell stated that there is a lot of work that the plant helper does. There are two operators at the North Plant that are required, and an operator at the South Plant that is required.

Mr. Garza commented that there is potential for some savings, but without going through the details, we wouldn't be able to decide whether we should or not. Garza stated that this is a policy direction that he feels should come from the Commission as it will impact the city's timeline of when we take a look at all these issues. The priority is in phase 1 which is the improvement that are a little over \$2 million dollars, which could be handled internally, in terms of managing that capital program. By saying this, the city had a five year capital maintenance improvement plan that was developed internally by the Engineering Department that ranged from 2011 to 2016, which was developed and implemented by staff. Every year, staff would bid out the projects and over saw the construction of it. So when he says that staff can internally handle the \$2.3 million, this is what he means. It's completely different in asking the engineering staff to develop a strategy to expand the capacity, that we do not have the capacity to do in-house.

Mayor Fugate commented that if staff does a lot of these repairs it will increase the efficiency. Fugate asked if the blowers were going to be updated.

Mr. Donnell responded that it was included. He further stated that it's all determined on how fast the population goes up in the south end of the city.

**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).**

Mrs. Balli reported that during the March 13, 2017 City Commission meeting, staff was authorized to sell city owned property that is located off of Loop 428. Staff contacted several MLS Brokers locally which included Scott Irbey Realty, Kingsville Realty and Coldwell Banker. Staff recommends Coldwell Banker as the broker. Balli further stated that what is before the Commission tonight, is the agreement that staff worked on between the City and Coldwell Banker.

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

Mayor Fugate asked that if this wouldn't interfere with any of the city's future plans for a Fire Station on the Southside of town.

Mrs. Alvarez commented that it is her belief that was a discussion that was done earlier when it was talked about putting the property up for sale and the answer was no.

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

**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).**

Mrs. Balli reported that a request for proposal was published in the paper on May 17<sup>th</sup> and May 24, 2017. There were two proposals received, one from Maldonado Nursery and Landscaping and one from Green Scape Six. Staff is recommending Maldonado Nursery and Landscaping, as they were the low bidder.

Mayor Fugate asked if they city has done any business with them before. Mrs. Alvarez responded, not to her knowledge.

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

**10. Consider authorizing the purchase of a John-Deere backhoe for the Water Construction Department via BuyBoard, as per staff recommendation. (Public Works Director).**

Mr. Donnell reported that this will replace a backhoe that was approved in the budget. There is a backhoe in the water construction division that has already spent in the past three years \$45,000 in repairs and at this time looking at over \$10,000 for hydraulic repair for this unit, which has not been done. This item will expend \$59,500 from the allocated funding of machinery and equipment under fund 054.

Commissioner Pecos asked what would happen to the old backhoe. Mr. Donnell responded that it will be used as a trade-in.

**Motion made by Commissioner Garcia to authorize the purchase, seconded by Commissioner Pecos.**

Mayor Fugate asked Mr. Donnell if this item was within budget. Mr. Donnell responded yes.

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

**11. Consider authorizing the purchase of a CCTV Inspection System for the Wastewater Department via HGAC, as per staff recommendation. (Public Works Director).**

Mr. Donnell stated that this time 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. This purchase will expend \$78,500 of allocated funding budgeted in Capital Outlay from fund 051.

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

**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).**

Mr. Santillan reported that the City has a remaining balance of \$31,762 of construction funds for the CDBG Contract. Staff is reaching out to companies for small purchase contracts. Staff received bids until October 6<sup>th</sup>. The project scope focuses on the replacement of three water valves and the installation of one fire hydrant. The financial impact will be an amount of \$12,300. It is staff's recommendation that the city award the small purchase contract to E-Tech Construction.

**Motion made by Commissioner Pecos to authorize the award, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Garcia, Lopez, Pecos, Fugate voting "FOR".**

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 14<sup>th</sup> Street. (Capital Improvements Manager).

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

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).

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

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).

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

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).

Introduction item.

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).

Introduction item.

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).

Introduction item.

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).

Introduction item.

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).

Introduction item.

## **VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 7:45 P.M.

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Sam R. Fugate, Mayor



**ATTEST:**

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Mary Valenzuela, TRMC, City Secretary

NOVEMBER 27, 2017

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, NOVEMBER 27, 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  
Al Garcia, Commissioner  
Arturo Pecos, Commissioner

**CITY STAFF PRESENT:**

Jesús Garza, City Manager  
Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
Tom Ginter, Director of Planning & Development Services  
Diana Gonzales, Human Resources Director  
Sharam Santillan, Capital Projects Manager  
Israel Vasquez, Facility Maintenance Manager  
Emilio Garcia, Health Director  
Jason Alfaro, Parks & Rec Director  
Derek Williams, Systems Specialist  
David Solis, Risk Manager  
Adrian Garcia, Fire Chief  
Leo Alarcon, Tourism Director  
Deborah Balli, Finance Director  
Susan Ivy, Parks Manager  
Daniel Ramirez, Building Official  
Marco Jimenez, Water Supervisor  
Bill Donnell, Public Works Director  
Joe Casillas, Water Production Supervisor  
Ricardo Torres, Chief of Police  
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 Pecos absent.

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

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

**MINUTES OF PREVIOUS MEETING(S)**

None.

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

**1. Public Hearing on an ordinance changing the zoning map in reference to 6<sup>th</sup> Addition, Block 3, Lots 1&2, also known as 801 E. Alice Street, from R1-Single Family to C2-Retail District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan, Silvia Aparicio, EVP and authorized agent on behalf of owner First Community Bank of Texas, Applicant. (Director of Planning & Development Services).**

Mayor Fugate announced and opened this public hearing at 6:02 P.M.

Mr. Ginter reported that currently First Community Bank owns this property. There is a tenant that is interested in the property, depending on what the Commission decides tonight, who is a dentist and would like to operate an Orthodontist Practice. This property is the old Austin Elementary School that has been closed for a number of years. Currently, PDAP is being housed in the property at this time.

Mayor Fugate commented that this school has been closed for almost 40 years.

Mr. Ginter further reported that Dr. Jolly has done work in Beeville. His plan is to operate an Orthodontist Practice for one to two days out of the week. He resides in Corpus Christi. He has chosen this building as it meets his budget. If the rezoning is approved, Dr. Jolly would need to submit plans for the remodel. Ginter stated that he has received two phone calls regarding this rezoning request. One caller, once she found out it was going to be an Orthodontist Office, had no problem with the rezone, the other caller commented that he would like to keep it zoned R1, which is what it is currently zoned now. The Planning & Zoning Commission met on this item and voted in favor of the rezoning with a vote of 4-0.

Commissioner Lopez asked about parking for this establishment.

Mr. Ginter responded that it would require ten parking spaces with one ADA parking space, which he believes it has enough space for them.

Mayor Fugate announced that this is a public hearing and if anyone would like to speak on behalf of this item may do so now with a five-minute time limit. Additional time cannot be extended by City Commission.

Mayor Fugate closed this public hearing at 6:07 P.M.

**2. Public Hearing on an ordinance amending the zoning ordinance by granting a Special Use Permit for 620 E. King Avenue, also known as 6<sup>th</sup> Addition, Block 17, Lots 17-24, for a poker card club, Paul Espinoza, agent for owner Don Haggerton. (Director of Planning & Development Services).**

Mayor Fugate announced and opened this public hearing at 6:07 P.M.

Mayor Fugate announced that this is a public hearing and if anyone would like to speak on behalf of this item may do so now with a five-minute time limit. Additional time cannot be extended by City Commission.

Mr. Paul Espinoza, 2511 Golf Course Road, commented that what he is trying to do is bring another form of entertainment to Kingsville in the form of a legal poker card room. These types of establishments are all around Texas and he would like to bring it here as he is aware that there are a wide variety of players that are in the vicinity of the city and in the outskirts. Individuals travel hours to Louisiana, Oklahoma, and Las Vegas. At times they also travel to San Antonio, Austin, and Houston to go out and play in these card rooms. His idea is to bring this here so that individuals don't have to travel so far and to where there is another form of entertainment.

Mr. Espinoza distributed a handout to the City Commission regarding Poker Clubs and their policies.

Mayor Fugate closed this public hearing at 6:12 P.M.

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

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of*

Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, **Investment Report, Quarterly Budget Report**, Monthly Financial Reports, 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, **Demolition Update**. No formal action can be taken on these items at this time.”

Mr. Garza gave the Commission an update on the Quarterly Budget Report, Streets Update, and Demolition Update. Garza congratulated Mrs. Mary Valenzuela, City Secretary for receiving her Certified Municipal Clerk Certification. Mrs. Valenzuela has completed all of the requirements through the International Municipal Clerks which requires a lot of active participation through her part. It required for her to attend two professional trainings and other experiences. Garza further introduced Interns that have been working with city departments; Johnathan Tuck, GIS Intern working in the Planning Department. Mr. Tuck will be updating the zoning maps, specifically updating location of mobile homes as well as other assets that the city has such as fire hydrants. Tuck will also play a role in the implementation of Accela. Garza introduced Amanda Guthrie, who is interning with the Health Department. Ms. Guthrie is assisting in the Animal Control Division. Garza also introduced Rachel Hernandez who is interning in the IT Department. Ms. Hernandez is assisting the IT Department with the implementation of new hardware and other IT task. The interns come from Texas A&M University-Kingsville and Texas A&M Corpus Christi. Garza moved on to introducing the October Employee of the Month, Mr. Desiderio Garza of the Landfill Department. Mr. Garza has been employed with the city since 2012 as an Equipment Operator 2. He is a dedicated and loyal employee to the city. Since 2012 and has only used a handful of vacation days.

Mr. Garza reported on the Fourth Quarter Budget Report. The report shows that the General Fund is on track. It has exceeded slightly with the amount of revenues budgeted to estimated actuals. The Ad Valorem taxes shows that the city is on track with what was budgeted. One of the things to point out is the accuracy of the percentage. Several years back, the city has come in lower than what was projected. Non-property taxes, which includes sales tax, fines, permit fees, things of other sort, came in above of what was budgeted. It came in at 102%, which came in at a higher amount. In sales tax, projected to come in higher as what was anticipated. The estimated actual for FY 2017 is \$4.784 million dollars. What was budgeted in FY 2018 was \$4.7 million dollars, which was pretty much budgeted for the current fiscal year the city is in, what more than will be the actual for this past fiscal year. In the past few years, the sales tax is trending upwards in a positive direction. Staffs believes that this is not a coincidence, it is believed that it's attributed to a lot of the growth the last several years such as housing and retail. Garza stated that as has it's been discussed during other quarterly presentations, there are other revenues that are trending downward. Permits & Licenses out of the Planning Department has been trending lower. It has be estimated for end of this past fiscal year that just ended, the revenues coming in at 87% of what was budgeted. Garza stated that this last fiscal, FY 2017, it was budgeted \$275,000 for the Planning Department. The actual came in at \$241,000. For fiscal year 2018, it is important that it has been budgeted \$256,000 which is \$20,000 less than what was budgeted in fiscal year 2017, which is trending downward. Municipal Court fines, is also trending downward. This came in at 85% of what was

budgeted, estimated at \$716,000.00, which is lower from the actual from the previous year. There have been a lot of challenges that were discussed at previous meetings. With Municipal Court fines, this is not a revenue that is not expected to increase year over year. The city has a limited number of police officers, which doesn't change. In fiscal year 2014, it was at \$722,000, FY 2015 was \$907,000, FY 2016 at \$751,000, and FY 2017 at \$716,000. For fiscal year 2018 it was budgeted to be \$760,000.00, which is less than the \$835,000 budgeted for last year, which is lower. Garza commented that it is important to know that the same thing that happened this last fiscal year will occur this year. As staff starts working on the quarterly budget reports for fiscal year 2018, staff will be discussing increases in sales tax revenue. It is important to understand that even though the city is experiencing those increases it doesn't necessarily mean that we have additional funds to do things as we have other revenues that are decreasing. Under Golf Course and Parks Departments, the potential actual of \$400,000 for fiscal year 2017. This is primarily driven because of the capital lease that needed to be recorded in the books. Without the capital lease recordation, revenues were \$266,000. Parks & Recreation revenues received represent 106.26% of their current year budget compared to 103.09% for last year. The County contributes \$550,000 annually. Solid Waste fund, revenues for this fiscal year have increased from last fiscal year due to changes in our ability to accept outside haulers, even though revenues ended up less than expected. Tourism Fund Revenues, revenues received for FY 2017 are higher than what was received for last year and what was expected. As for the JK Northway, revenues for this are for the most part consistent which will remain true with the budgeted numbers for FY 2018, which will keep those revenues in the \$37,000 range. Utility fund revenue, revenues ended up better than expected for FY 2016. It was budgeted \$7.9 million dollars for FY 2017 with the potential actual at \$8.5 million. For FY 2018, the budgeted amount for utility fund in water sales was \$7.98 million.

Mayor Fugate commented that finishing the projects that are being funded with utility monies, that the fund is going to be a lot healthier once the pumphouse and the renovations at the old city hall have been completed. Money is being used for some of these projects.

Mr. Garza commented that this was correct. Staff has budgeted some funds for these projects in previous fiscal years, so some of that money has been carried over for several years in order to complete those projects. For example, the pump house project is not using any money from FY 2017 as this project has been in the books since FY 2014 to which the money has been carried over for several years. Garza further commented that it helps in finishing up some of the projects, but that money is money that has been held on to and carried over for several years.

Commissioner Garcia asked about FY 15-16, under utility fund, show that \$10 million dollars came in for the fourth quarter. Garcia asked what the difference in that year verses last year it shows \$2 million dollars difference.

Mr. Garza stated that he doesn't know if it was attributed to the \$2 million dollars, but in conversations that have taken place internally, some of that had to deal with some of the companies that were hooking up to the cities fire hydrants and taking water, such as oil field related projects and contractors that were paying for water. It could have to deal with the fact that the city had issues with meter endpoints as well.

Mayor Fugate commented that some of this has to do with rainfall as well.

Commissioner Garcia asked that as far as the meter issue, have they been corrected.

Mr. Garza responded that the water meters have not been replaced. But for clarification sake, it was the endpoints, so the endpoints on the meters have been replaced. Although there are still ongoing issues, as every week there is about 20 meters that the endpoints start failing, so staff is routinely replacing those endpoints.

Mr. Bill Donnell, Public Works Director gave an update on streets. Staff is in the process of working on 7<sup>th</sup> Street between Shelton and Miller. On Tuesday, that street was hot mixed. The rest of that week, staff prepared for the Ranch Hand Breakfast and the downtown lighting ceremony, mowing, and placing decorations downtown. On Monday, November 20<sup>th</sup>, the street department started reconstruction on Lott Street off of 22<sup>nd</sup> and 4<sup>th</sup> street on W. Lott.

Mr. Garza commented that this was a full depth reconstruction.

Mayor Fugate commented that this is what this commission is looking for reconstruction projects. He knows that there are a lot of other things to do, which has been an age-old problem. Instead of fixing streets, they have this department hanging Christmas ornaments.

Mr. Donnell commented that on a day by day, they have three people assigned to street construction, so there is a couple of days that they didn't do it.

Mayor Fugate commented that he would like to see the 20 year plan, and see where staff is on that list and see how far behind the city is on that.

Commissioner Garcia asked if this department is still short staffed and how many employees.

Mr. Donnell stated that this department is short 6 employees.

Commissioner Garcia asked what are the efforts to bring in more staff. Mr. Donnell stated that there are some applicants but the majority of the applicants have limited experience to none, so it will require rigorous training, but it's on the job training.

Mayor Fugate commented that he recalls at one time when the city was in a situation like this, staff went out and contracted with private contractors to assist with some of the projects and asked if staff has considered doing same thing again. Mr. Garza responded no, not with the street user fund, but staff can explore some options and see what there is to work with. Mayor Fugate commented that this may be an option for staff, it may work depending on funds available.

Commissioner Lopez commented that maybe staff shouldn't be pulled away to do other projects. This is one of the departments that gets pulled to do other projects when they should be focused on streets, as this is the main complaint made by our citizens.

Mr. Garza commented that this is a big challenge for staff.

Mr. Donnell commented that the department will stay focused on reconstruction projects.

Mr. Richard Flores, Golf Course Manager gave report on the Golf Course. Currently greens have a mix of Bermuda and Zoysia grass. Majority of greens are being taken over by Zoysia grass. Zoysia is not typically used in our area for putting surfaces on greens. When cut very low (putting surface) Zoysia undergoes stress and develops disease such as large

patch. Over time large patch has gotten worse on the golf course greens creating large areas of dieback and pitting of the surface. Greens Surfacing for Winter Play, Monday, November 20th, golf and parks staff placed 50lbs. of Winter Rye grass on each green. Placement of seed and follow-up procedures took staff two days to complete. Germination of grass is expected 14-21 days after initial application. Staff will follow-up with spreading more Winter Rye seed on areas that did not take during initial application. Staff applied the Winter Rye grass seed to each green with a walk behind spreader. Staff applied slow release fertilizer to each green. This will help keep current grass and new seed "fed" throughout the Winter months. After the greens had been fertilized and the seed had been spread, topdressing occurred. Topdressing is sand that's spread on top of the greens to help aid the over-seeding process. It is a continuous cultural practice that has many benefits. Finally, staff drug the greens with a drag mat and cart to help the seed, fertilizer, and sand stay in the turf canopy. Watering took place after the greens were completed. What's Next? Staff has contacted Kevin Bryant with King Ranch Turf grass to help us explore options for our Spring and Summer months. Staff contacted Morris Brown with Champion Turf Farms. Mr. Brown visited L.E. Ramey, took soil samples, and is compiling a summary of what he saw at the golf course during his visit. We are exploring pricing of complete renovations of all the greens at the golf course, that would include removing old grass and completely replacing with new Bermuda grass and will be presented to the City Manager. Flores further stated that as for the irrigation, staff has met with contractor today. The irrigation manufacture has made sure that everything is in place.

Mayor Fugate when the project will begin on the irrigation. Mr. Flores responded that plow gets here on Wednesday and project should take about 30 days.

Commissioner Garcia asked if the course was going to be closed while they replace the grass.

Mr. Flores stated that staff will need to make a decision on placing temporaries in front, while renovating greens.

Mrs. Courtney Alvarez reported that the next Commission meeting is scheduled for Monday, December 11<sup>th</sup>. Agenda items for this meeting will be due on Friday, December 1<sup>st</sup>. She further announced that the City will be hosting its Safety Banquet on Friday, December 8<sup>th</sup> at the KC Hall on North 14<sup>th</sup> Street. Alvarez mentioned that agenda item #3, under the consent agenda, there has been a correction made with regards to the lift, there was a line item that was in correctly referenced in that budget amendment, although the numbers did not change, just the line item, which should read a different number for the ground maintenance is the correct number. Whenever the commission comes to approve the consent agenda, if the Commission doesn't want to pull this item from the consent, the Commission can make a motion to approve the consent agenda with the amended budget amendment. Alvarez further mentioned that activities that the city will be participating in during La Posada event.

Commissioner Lopez commented that she has received several calls about streets lights being out, such as Brahma Blvd. and General Cavazos and some of the neighborhood lights.

Mr. Garza commented that some of the streets in town belong to TXDOT. Staff will contact them and notify them of the issue.

Commissioner Pecos asked if AEP are in charge of the lights. If so, they aren't doing their job. From Corral and Armstrong going North, there aren't any lights out in this area.

Mr. Garza commented that part of what staff can do during the next meeting is to show a map of TXDOT lights and city lights.

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

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

No public comments made.

#### **V.**

##### **Consent Agenda**

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

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

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

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

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

**1. Motion to approve final passage 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).**

**2. Motion to approve final passage of an ordinance amending the Fiscal Year 2017-2018 budget to include projects not completed in Fiscal Year 2016-2017. (Finance Director).**

**3. Motion to approve final passage 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).**

**4. Motion to approve final passage 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).**

**5. Motion to approve final passage 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).**

**6. Motion to approve final passage 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).**



**7. Motion to approve resolution authorizing the Release of Chapter 59 Funds of the Kingsville Police Department for donation to the Kingsville Amateur Boxing Club, Inc. for drug and alcohol prevention programs. (Police Chief).**

**8. Motion to approve resolution authorizing the Release of Chapter 59 Funds of the Kingsville Police Department for donation to Communities in Schools for drug abuse prevention programs. (Police Chief).**

## **REGULAR AGENDA**

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

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

**9. Consider appointing Steve Davis to the City-County Health Board for a three-year term. (Health Director).**

Mr. Garcia reported that this appointment is for three years. Mr. Davis has a positive attitude and will be a good asset to the Board.

**Motion made by Commissioner Pecos to approve Mr. Davis for this Board, seconded by Commissioner Lopez, and Commissioner Garcia. The motion was passed and approved by the following vote: Pecos, Garcia, Lopez, Fugate voting "FOR".**

**10. Consider final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for 916 S. 14<sup>th</sup> 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).**

Mayor Fugate asked Mrs. Alvarez to clarify that the Commission will not be making the determination or do not have to make a determination on whether or not an establishment like this is legal or not.

Mrs. Alvarez commented that all this is, is just approval of a special use permit to have either a private club or the type of entertainment provided through our zoning chart which will require a special use permit, by the way its defined, amusement commercial indoor.

Mayor Fugate further asked if this would require us to make a determination whether or not this business is legal or not.

Mrs. Alvarez responded that the commission is not looking at the individuals' operation, just looking at the type of use. The type of use would be a private club, in order to have a private club in C2, you have to have a special use permit.

Mayor Fugate further asked that if the Commission decided to approve this special use permit, then there are other agencies and other departments in the city might look at this and determine whether or not these activities are legal to which they would have the abilities to close this club.

Mrs. Alvarez responded this was correct.

Commissioner Garcia commented that he has been made aware that in Falfurrias, when they closed the 8-liners, even though it's different, the legality is under the realm of gambling, the Federal Government did include the elected official that was involved in approving those particular businesses to take place in the City of Falfurrias.

Mayor Fugate commented that there was one elected official that was prosecuted, that individual, the commission member, not in her official capacity, it was what she did with the game rooms itself, as she got involved with them. This was her downfall. Fugate further stated that in the footnotes that were provided by Mrs. Alvarez, there are ways that these businesses can still run and be legal.

Mrs. Alvarez responded that this is what other cities and other City Attorneys have found. She herself is not making a legal opinion with regards to the legality of the individual operations.

Commissioner Pecos asked that what the Commission is voting on tonight is just for the type of use.

Mrs. Alvarez responded that a type of use that falls within our zoning chart for the requested use.

Commissioner Pecos stated that the information that was given to them, was that the Attorney General's Office has deemed it as a legal operation for the Texas Card House. If they follow certain rules, it will be a legal operation and if they don't, they are in violation, just as the 8-liners. If they were to have given what they were supposed to give, instead of giving cash, some would probably still be opened.

Commissioner Lopez asked if what the Commission is voting on is just for the land use part.

Mrs. Alvarez responded that it was only for the land use component, not the legality of it. Alvarez further stated that you can have private club and you can have it indoor commercial amusement in a C2, but only with a special use permit. The special use permit does say that they have to comply with all existing state, federal and local laws, otherwise, it's revoked.

**Motion made by Commissioner Pecos to approve the special use permit, seconded by Commissioner Lopez.**

Commissioner Garcia stated that even though the Commission is discussing a special use permit, it's through the decision of the Commission that this will come forth, he personally feels that the Commission could be held responsible as the Commission is approving this particular use in the permit.

Mayor Fugate stated that he understands Commissioner Garcia's concerns and shares that, but from what the City's legal counsel is telling them is that, the Commission is not making a determination on whether or not it's legal and there are other Attorneys in governmental agencies that have said that these things can be operated legally. So the Commission is not making that determination.

Commissioner Garcia commented that there have been others that have said that it's illegal.

Mayor Fugate commented that this will be up to the Chief of Police and the District Attorney's Office on whether or not these things are legal.

**The motion was passed and approved by the following vote: Lopez, Pecos, Fugate voting "FOR". Garcia "AGAINST".**

11. Consider introduction of an ordinance changing the zoning map in reference to 6<sup>th</sup> Addition, Block 3, Lots 1&2, also known as 801 E. Alice Street, from R1-Single Family to C2-Retail District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).

Introduction item.

12. Consider introduction of an ordinance amending the zoning ordinance by granting a Special Use Permit for 620 E. King Avenue, also known as 6<sup>th</sup> Addition, Block 17, Lots 17-24, for a poker card club. (Director of Planning & Development Services).

Introduction item.

13. Consider resolution authorizing the City Manager to enter into a Professional Services Agreement with HDR Engineering, Inc. for a Utility Rate Study for the City of Kingsville, Texas. (Purchasing Manager).

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

14. Consider awarding RFP#17-18 for electrical services to Mia Electrical Services, as per staff recommendation, and authorizing staff to negotiate a contract with Mia Electrical Services for the Annual Electrical Services Contract for the City of Kingsville. (Purchasing Manager).

Mayor Fugate commented that this company has done for work for the City.

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

15. Consider awarding RFP#18-01 for curb, gutter, and driveway repair project to AR Energy Services, LLC, as per staff recommendation. (Capital Projects Manager).

Mr. Santillan reported that staff advertised for bids on October 25, 2017 and November 1, 2017. A mandatory pre-bid meeting was held November 7, 2017 with four potential bidders attending. Three responsive bids were received by the deadline of Tuesday, November 14, 2017 at 11:00 a.m. the base bid consists of approximately 3,000 linear feet of curb and gutter and approximately 3,600 square feet of driveway which gives staff a way to make a comparative analysis of the bids based on unit price on anticipated annual projects. It is recommended that the city contracts with AR Energy Services for bid 18-01 curb, gutter and driveway repair project.

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

16. Consider a resolution authorizing the City Manager to enter into service agreements between the City of Kingsville and Accela and Byrne Software Technologies, Inc. via Carahsoft Technology Corp. for software and implementation services. (I.T. Manager).

Mr. Ginter stated that this item will allow staff to move forward on the purchase and implementation of software which will be utilized by the Planning Department and Community Appearance. Total cost is expected to be \$46,219.70.

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

17. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 budget to purchase traffic safety vests from Municipal Court fees collected to enhance public safety and security. (Chief of Police).

Introduction item.

18. Consider accepting donations totaling \$900 for the Kid's Zone at the Ranch Hand Festival hosted by the Parks Department. (Parks & Recreation Director).

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

19. Consider introduction of an ordinance amending the FY17-18 budget to accept and expend Park donations for the Ranch Hand Festival Event. (Parks & Recreation Director).

Introduction item.

20. Consider accepting donation of \$25 from the Kingsville Women's Club for the Tourism Department for the Ranch Hand Festival. (Tourism Director).

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

21. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 budget to accept and expend a Tourism donation for the Ranch Hand Festival. (Tourism Director).

Introduction item.

22. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 budget for personnel expenses in the Planning Department. (Director of Planning & Development Services).

Introduction item.

23. Consider a resolution of the City of Kingsville, Texas suspending the Kingsville effective date of CenterPoint Energy Entex and CenterPoint Energy Texas Gas South Texas Division requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with other cities in the CenterPoint South Texas Service Area; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in GUD No.10660 at the Railroad Commission; authorizing legal representation; requiring reimbursement of cities' rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. (City Attorney).

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

24. Consider accepting \$1,000 in prize money from talent contest for parks project. (City Manager).

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

**25. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 budget-prize money for parks project. (City Manager).**

Introduction item.

**26. Executive Session: Pursuant to Section 551.074, Texas Government Code, Open Meetings Act, Personnel Matters, the City Commission shall convene in Executive Session to deliberate the evaluation of the City Manager. (Mayor Fugate).**

Mayor Fugate announced and convened the meeting into Executive Session at 7:16 P.M.

Mayor Fugate reconvened the meeting into open session at 8:20 P.M.

**VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 8:20 P.M.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, TRMC, CMC, City Secretary

# **CONSENT AGENDA**

# **AGENDA ITEM #1**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Ricardo Torres, Chief of Police  
DATE: November 15, 2017  
SUBJECT: Budget Amendment

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**Summary:**

The police department is requesting a budget amendment to enhance public traffic safety and the security of our students at schools.

**Background:**

Municipal Court is collecting a fee that is supposed to be used for programs that enhance public safety or security.

**Financial Impact:**

Approximately \$3,000.00 is available for expenditures and with the approval of the City Commission will be used to assist Kleberg Elementary School with the formations of their micro-society "Police Department" by providing 12 traffic vests. A quote for the vests in the amount of \$360.00 is attached for reference.

Total Expenditures would be \$360.00

**Recommendation:**

We request approval of the budget amendment for the proposed expenditures for line item 001-5-2101-21180







**Kingsville, Texas**

## Estimate

Date	Estimate #
10/24/2017	3961

Customer
<b>KISD KLEBERG ELEMENTARY SCHOOL</b> <b>900 N 6TH STREET</b> <b>KINGSVILLE, TX 78363</b>

Rep
CBA

Item	Qty	Description	Rate	Total
SOJAR	12	FULL COLOR DIGITAL PRINT GRAPHICS - KLEBERG ELEMENTARY MICROSOCIETY PROGRAM WITH KLEBERG LOGO ON SAFETY GREEN VESTS FOR KLEBERG PEACE OFFICERS	30.00	360.00
			<b>Subtotal</b>	<b>\$360.00</b>
Phone #	Fax #	E-mail	<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
361-592-0545	361-595-4053	macarenosigns@sbcglobal.net	<b>Total</b>	<b>\$360.00</b>

**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET TO PURCHASE TRAFFIC SAFETY VESTS FROM MUNICIPAL COURT FEES COLLECTED TO ENHANCE PUBLIC SAFETY AND SECURITY.**

**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
<b>Fund 001 General Fund</b>					
<b>Revenues</b>					
4-2100	Police	Child Safety Fund Revenues	56680	\$ 360.00	
<b>Expenses</b>					
5-2101	Police-Admin	Supplies-Child Safety Fund	21180	\$ 360.00	

[To amend the City of Kingsville FY 17-18 Budget to purchase traffic safety vests from Municipal Court fees that are to be used for programs that enhance public safety or security as per the attached memo from the Police Chief.]

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 27<sup>th</sup> day of November, 2017.

**PASSED AND APPROVED** on this the 11th day of December, 2017.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #2**

**City of Kingsville  
Parks & Recreation**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Jason Alfaro, Director of Parks & Recreation

DATE: November 15, 2017

SUBJECT: Receipt of Donations to Parks & Recreation Department for Ranch Hand Festival

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**Summary:**

The Parks & Recreation Department requests your approval to receive donations for assistance with hosting the kids' zone and young performers stage at the Ranch Hand Festival.

**Background:**

The Parks & Recreation Department hosts kid's activities and has organized youth entertainers on a kid only stage for the Ranch Hand Festival. In order to minimize the expense, we have solicited donations for \$100 in exchange for media advertising and announcements. A DJ will announce the donors during a specific hour from the stage throughout the event. Expenses will include the contracting of a DJ, toy giveaways for games and activities, a photo op station, and décor.

**Financial Impact:**

We have received 9 commitments. These donations will offset \$900.00 in expenses from the recreational program line item, 001-5-4513-31499.

**Recommendation:**

We recommend that the City Commission authorize the receipt of these donations in the amount of \$900, and amend the budget to record the acceptance of these funds into the recreation budget.



**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET TO ACCEPT AND EXPEND PARK DONATIONS FOR RANCH HAND FESTIVAL EVENT.**

**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
<b>Fund 001 General Fund</b>					
<b>Revenues</b>					
4-4513	Parks-Recreation	Park Donations	58003	\$ 900.00	
<b>Expenses</b>					
5-4513	Parks-Recreation	Recreational Programs	31499	\$ 900.00	

[To amend the City of Kingsville FY 17-18 Budget to accept and expend 9 donations for the kids' zone and young performers stage at the Ranch Hand Festival as per the attached memo from the Parks 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 27<sup>th</sup> day of November, 2017.

**PASSED AND APPROVED** on this the 11th day of December, 2017.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #3**



# CITY OF KINGSVILLE



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

TOURISM & HERITAGE

Date: November 20, 2017

To: City Commission via City Manager Jesus Garza

CC: Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

From: Leo H. Alarcon, Director of Tourism Services /s/ LA

Re: Donation, Ranch Hand Festival

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## Summary:

The Kingsville Chapter of the Women's Club gave a donation to the Ranch Hand Festival in the amount of \$25 for a speech given about the event by City of Kingsville Director of Tourism Leo Alarcon. The lunch meeting took place on Thursday, November 9, 2017 at the Cherry Tree Tea Room.



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

**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET TO ACCEPT AND EXPEND A TOURISM DONATION FOR THE RANCH HAND FESTIVAL.**

**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
<b>Fund 002 Tourism Fund</b>					
<b>Revenues</b>					
4-1070	Tourism	Donations	72030	\$ 25.00	
<b>Expenses</b>					
5-1071	Tourism	Special Events & Festivals	31441	\$ 25.00	

[To amend the City of Kingsville FY 17-18 Budget to accept and expend a Tourism donation for the Ranch Hand Festival as per the attached memo from the Tourism 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 27<sup>th</sup> day of November, 2017.

**PASSED AND APPROVED** on this the 11<sup>th</sup> day of December, 2017.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #4**

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

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: November 20, 2017

SUBJECT: Ordinance amending the Fiscal Year 2017-2018 budget for personnel expenses

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**Summary:** Daniel Ramirez, Building Official has retired with his last day Friday, November 17. Because of the retirement we will desire an additional \$10,000 dollars to cover retirement expenses.

**Background:** With Daniel Ramirez's retirement there are expenditures that are associated with that. Due to the fact that the retirement is earlier than planned is the reason that we are making the request now.

**Financial Impact:** The financial impact is an additional \$10,000 dollars to be placed in the personnel section of the Department of Planning and Development Services budget.

**Recommendation:** Approve budget amendment ordinance.



**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET FOR PERSONNEL EXPENSES IN THE PLANNING 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
<b>Fund 001 General Fund</b>					
<b>Equity</b>					
2		Unassigned Fund Balance	61002	\$ 10,000	
<b>Expenses</b>					
5-1602	Building Services	Salaries & Wages	11100	\$ 10,000	

[To amend the City of Kingsville FY 17-18 Budget for personnel expenditures in the Planning Department-Building Services Division due to job vacancy as per the attached memo from the Planning/Development Services 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 27<sup>th</sup> day of November, 2017.

**PASSED AND APPROVED** on this the 11th day of December, 2017.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #5**



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

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TO: Mayor and City Commissioners

FROM: Jesus A. Garza, City Manager

DATE: November 21, 2017

SUBJECT: Acceptance of Donation for Dog Park

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**Summary:**

During the TML 2018 Conference, Commissioner Garcia participated in an event entitled, "Texas Got Talent". As part of this event Commissioner Garcia sang a song with original lyrics to the tune of Sweet Caroline. The lyrics were pertaining to the City of Kingsville. The event eventually determined a winner, 2<sup>nd</sup> and 3<sup>rd</sup> places. Commissioner Garcia came in 3<sup>rd</sup> place which came with a \$1,000 check towards a beautification project.

Commissioner Garcia has opted that the money go towards beautification of a new Dog Park that will be built within Dick Kleberg Park in 2018.



**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-18 BUDGET TO ACCEPT AND EXPEND A PARKS DONATION FROM THE TEXAS GOT TALENT PROGRAM.**

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

I.

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

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<b>Revenues</b>					
4-4503	Park Maintenance	Park Donations	58003	\$ 1,000	
<b>Expenses</b>					
5-4503	Park Maintenance	Grounds & Perm Fixtures	59100	\$ 1,000	

[To amend the City of Kingsville FY 17-18 budget to accept and expend a parks donation awarded from the Texas Got Talent program to be used towards a dog park as per the attached memo from the City Manager.]

II.

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

III.

**THAT** if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

**THAT** this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

**INTRODUCED** on this the 27<sup>th</sup> day of November, 2017.

**PASSED AND APPROVED** on this the 11<sup>th</sup> day of December, 2017.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #6**

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

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: November 20, 2017

SUBJECT: Rezoning Request from First Community Bank at 801 E. Alice from R1 to C2

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**Summary:** First Community Bank which owns the property at 801 E. Alice is requesting a rezone from R1 to C2. The most recent use of the building was for religious purposes. The potential buyer of the property is David Jolley. Enclosed is an application from him which puts into writing his desired use of the property. His desire if the rezoning is successful is to establish an orthodontic practice.

**Background:** David Jolley is looking to establish an orthodontic practice in Kingsville. From his presentation at the Planning and Zoning meeting he has worked in Kingsville before. When asked why that location he stated that due to financial concerns the purchase and remodel costs fit his budget. We did find out that Austin Elementary which is across the street is up for sale by KISD. I believe that the practice would have a limited number of days that it would be open. If the rezoning goes through then there would be the site plan reviews the reason that was asked about the parking. He would need at least 10 spaces with at least 1 ADA. We did receive two phone calls on this issue. One caller once she found out that it was going to be an orthodontist office had no problem with it. The other caller when told of the potential use still preferred it to stay R1.

**Financial Impact:** This project would have a positive impact in the following: a building improvement that would help the neighborhood and a service for the community that I would think would be beneficial. The building improvement would also increase the appraisal value.

**Recommendation:** The Planning and Zoning Commission voted 4 to 0 with 1 abstention to recommend the approval of the rezoning request. Brian Coufal being Senior Vice President of



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

**Recommendation:** The Planning and Zoning Commission voted 4 to 0 with 1 abstention to recommend the approval of the rezoning request. Brian Coufal being Senior Vice President of the financial institution as owner abstained from the vote.



## Kleberg CAD

Property Search Results &gt; 22489 FIRST COMMUNITY BANK for Year 2017

## Property

## Account

Property ID: 22489 Legal Description: 6TH, BLOCK 3, LOT 1, 2  
 Geographic ID: 100206301000192 Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

## Location

Address: 201 E ALICE Maps:  
 Neighborhood: Map ID: A3  
 Neighborhood CD:

## Owner

Name: FIRST COMMUNITY BANK Owner ID: 56132  
 Mailing Address: 5406 EVERHART RD % Ownership: 100.000000000000%  
 CORPUS CHRISTI, TX 78411-4806  
 Exemptions:

## Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$30,090	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$4,500	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$34,590	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$34,590	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$34,590	

## Taxing Jurisdiction

Owner: FIRST COMMUNITY BANK  
 % Ownership: 100.000000000000%  
 Total Value: \$34,590

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$34,590	\$34,590	\$0.00
CKI	CITY OF KINGSVILLE	0.842200	\$34,590	\$34,590	\$291.32
GKL	KLEBERG COUNTY	0.793000	\$34,590	\$34,590	\$275.00
SKI	KINGSVILLE I.S.D.	1.538800	\$34,590	\$34,590	\$525.38
WST	SOUTH TEXAS WATER AUTHORITY	0.005170	\$34,590	\$34,590	\$29.47
Total Tax Rate:		3.241270			

Taxes w/Current Exemptions: \$1,121.17

Texas Info Exemptions:

\$1,111.15

## Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: 3040.0 sqft Value: \$30,090

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	RS2L	EW3	1955	3040.0
OP1	OPEN PORCH BASIC (20%) *			0	48.0

## Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	F1	F1	0.1607	7000.00	50.00	140.00	\$4,500	\$0

## Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2018	N/A	N/A	N/A	N/A	N/A	N/A
2017	\$30,090	\$4,500	0	34,590	\$0	\$34,590
2016	\$18,860	\$4,500	0	23,360	\$0	\$23,360
2015	\$18,860	\$4,500	0	23,360	\$0	\$23,360
2014	\$18,860	\$4,500	0	23,360	\$0	\$23,360
2013	\$18,860	\$4,500	0	23,360	\$0	\$23,360
2012	\$18,860	\$4,500	0	23,360	\$0	\$23,360
2011	\$18,860	\$4,500	0	23,360	\$0	\$23,360
2010	\$18,860	\$4,500	0	23,360	\$0	\$23,360
2009	\$18,860	\$4,500	0	23,360	\$0	\$23,360
2008	\$18,270	\$4,500	0	22,770	\$0	\$22,770
2007	\$18,270	\$4,500	0	22,770	\$0	\$22,770
2006	\$18,270	\$4,500	0	22,770	\$0	\$22,770
2005	\$18,270	\$4,500	0	22,770	\$0	\$22,770
2004	\$9,130	\$4,500	0	13,630	\$0	\$13,630
2003	\$9,130	\$4,500	0	13,630	\$0	\$13,630
2002	\$9,130	\$4,500	0	13,630	\$0	\$13,630
2001	\$9,130	\$4,500	0	13,630	\$0	\$13,630
2000	\$28,520	\$3,000	0	31,520	\$0	\$31,520
1999	\$28,520	\$3,000	0	31,520	\$0	\$31,520
1998	\$28,520	\$3,000	0	31,520	\$0	\$31,520
1997	\$28,517	\$3,000	0	31,517	\$0	\$31,517
1996	\$28,517	\$3,000	0	31,517	\$0	\$31,517
1995	\$28,517	\$3,000	0	31,517	\$0	\$31,517

## Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/20/2016	WDLF	WARRANTY DEED IN LIEU OF FORECLOSURE	LIGHTHOUSE CHRISTIAN FELLOWSHIP	FIRST COMMUNITY BANK			308559
2	3/12/2001	WDVL	WARRANTY DEED W/ VENDOR'S LEIN	KRUEGER MICHAEL J	LIGHTHOUSE CHRISTIAN FELLOWSHIP	311	361	
3	10/3/1995	WD	WARRANTY DEED			122	289	



To: Planning and Zoning Commission Members

From: Tom Ginter, Director

Date: November 8, 2017

Subject: Agenda Items

Agenda Item #1:

Paul Espinoza, the authorized agent applicant is requesting a Special Use Permit to utilize one of the spaces in the shopping strip ( 620 E. King) to conduct a legal poker card club. We utilized the entire ½ block for property owner notification. As in the previous request for this use, the same logic was used for the land use and the need for a Special Permit use.

I believe that the questions asked to the previous applicant were on target, so I would suggest to do that for this item. At the writing of this memo, we have received no comments to the request of a special permit.

X Agenda Item #2:

The current zoning of the property is R1. The current owner is Community Bank who has owned the property since 12-20-2016. The owner prior to that was Lighthouse Christian Fellowship. The applicant would like to renovate the existing building into an orthodontic office and provide those services to the citizens of Kingsville.

As you can see from the zoning map this lot is primarily surrounded by R1. Across the street to the west is the old Austin Elementary which now currently houses PDAP ( Palmer Drug Abuse Program). Across the street to the north is zoned C2.

At this point we have received two phone calls. One caller was okay with it once she found out that it was going to be orthodontic's office. She did have concern that depending upon the use how much traffic there was going to be but that kind of use did not bother her. The other phone call wanted it to stay R1.

Community Bank will mostly likely not be present, but they did submit an email in support of the rezoning.

CITY OF KINGSVILLE  
PLANNING AND ZONING DIVISION  
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 801 E. Alice Ave Nearest Intersection \_\_\_\_\_

(Proposed) Subdivision Name \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_

Legal Description: Lots 1 + 2 Block 3, 6<sup>th</sup> Addition, an addition to the town  
of Kingsville

Existing Zoning Designation R1 Future Land Use Plan Designation C2

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent SILVIA APARICIO, EVP Phone 361-888-9310 FAX \_\_\_\_\_

Email Address (for project correspondence only): saparicio@fcbot.com

Mailing Address 5406 Everhart Rd City Corpus Christi State Tx Zip 78411

Property Owner 1<sup>st</sup> Community Bank Phone 361-888-9310 FAX \_\_\_\_\_

Email Address (for project correspondence only): saparicio@fcbot.com

Mailing Address same as above City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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:

Medical office

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 [Signature] Date: 10/26/17

Property Owner's Signature [Signature] Date: 10/26/17

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF KINGSVILLE  
PLANNING AND ZONING DIVISION  
MASTER APPLICATION

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

Project Address 801 E. Alice Nearest Intersection Alice and 12<sup>th</sup> St.

(Proposed) Subdivision Name \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_

Legal Description: \_\_\_\_\_

Existing Zoning Designation Residential Future Land Use Plan Designation Commercial

Orthodontic/Dental office

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

Applicant/Authorized Agent David B. Jolley Phone (702) 875-3212 FAX (361) 993-3200

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

Mailing Address 5756 S. Staples St. City Corpus Christi State TX Zip 78413

Property Owner \_\_\_\_\_ Phone \_\_\_\_\_ FAX \_\_\_\_\_

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

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

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:

The renovation of the existing building and property into a small Orthodontic office that would provide orthodontic services to the community of Kingsville.

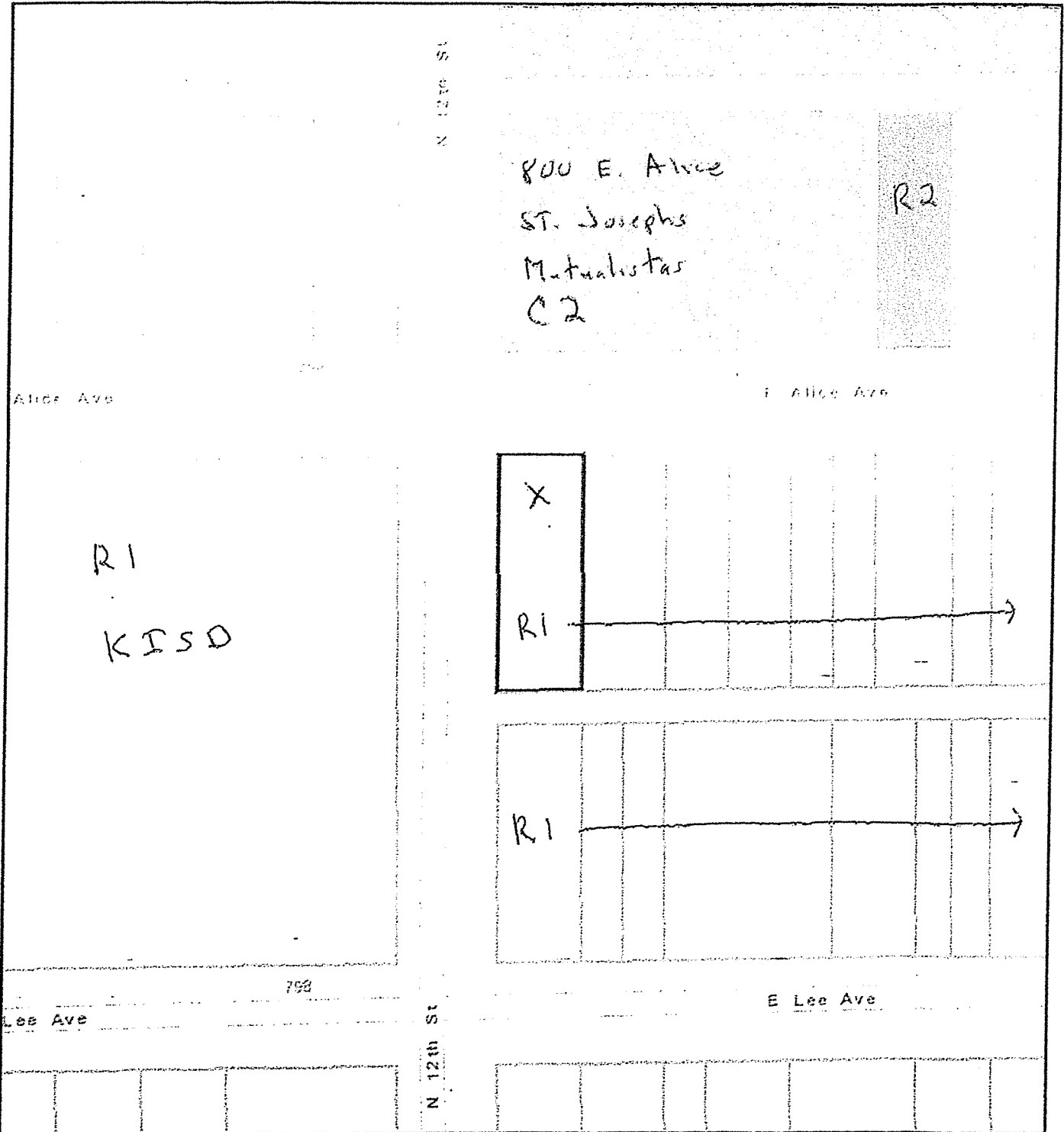
I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature [Signature] Date: 10/5/2017

Property Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_

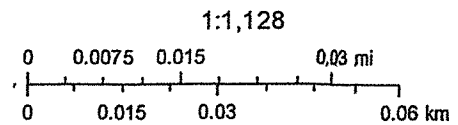
Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

	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			
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



November 8, 2017

X - 801 E. Alice, R1



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

MARIA AMERICA CROUSE  
722 E ALICE AVE  
KINGSVILLE, TX 78363  
#17617

MARIO BAZAN  
821 E RICHARD AVE  
KINGSVILLE, TX 78363-4611  
#20189

JESUSITA J PALACIOS  
805 E ALICE AVE  
KINGSVILLE, TX 78363-4639  
#23247

DIEGO VASQUEZ  
817 E ALICE AVE  
KINGSVILLE, TX 78363-4639  
#17183

JOSE GARZA JR EST  
%CHRISTINA HINOJOSA  
800 E LEE AVE  
KINGSVILLE, TX 78363-4660  
#18046

ROEL C GARCIA  
810 E LEE AVE  
KINGSVILLE, TX 78363-4660  
#15789

OMAR ROSALES  
PO BOX 1106  
KINGSVILLE, TX 78364-1106  
#16867

MARIO A BAZAN  
821 E RICHARD AVE  
KINGSVILLE, TX 78363-4611  
#19389

JUAN PENA EST  
711 E LEE AVE  
KINGSVILLE, TX 78363-4658  
#24005

DIEGO VASQUEZ  
817 E ALICE AVE  
KINGSVILLE, TX 78363-4639  
#25530

PETRA GARZA EST  
%MARIA D OCHOA  
4542 PRESCOTT ST  
CORPUS CHRISTI, TX 78416-1110  
#25628

ROSALINDA V DE PEREZ  
909 DOLORES ST  
CORPUS CHRISTI, TX 78405-  
2510  
#15005

SIMON SAAVEDRA  
ETUX GLENDAR SAAVEDRA  
PO BOX 238  
RIVIERA, TX 78379-0238  
#16112  
KISD  
PO BOX 871  
KINGSVILLE, TX 78364-0871  
#15901

JESUS P RODRIGUEZ JR  
ETUX  
506 N 2<sup>ND</sup> ST  
KINGSVILLE, TX 78363-4349  
#16423

LINDA A RODRIGUEZ  
819 E ALICE AVE  
KINGSVILLE, TX 78363-4639  
#17942

MARIA OCHOA DELALUZ EST  
4542 PRESCOTT ST  
CORPUS CHRISTI, TX 78416-  
1110  
#17287



side of town. The business is owned by Joel and Ruth Lopez and is open Monday through Saturday from 5 a.m. to 9 p.m. and Sunday from 5 a.m. to 3 p.m. (Submitted photo)

## PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, November 15, 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:

**Silvia Aparicio, EVP, authorized agent, 1st Community Bank, property owner, requesting a rezone at 6th, BLOCK 3, LOT 1, 2 also known as 801 E. Alice Ave, Kingsville, Texas from R1 (Single 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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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.

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New 4BR 3BA on a corner lot  
Large double garage with slots  
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nice, lake home or rental property.  
Final Opening Bid: \$75,000  
Online Only at auctionnetwork.com  
November 12 - 15

**Cattleman's Top Cut**

**REPLACEMENT  
FEMALE SALE  
November 11  
12 Noon**

Mid-Tex Livestock Auction, LLC (4 mi. east of Navasota, Tx. on Hwy 90)  
**1250 Head of Quality Replacement Females -**  
Including Pairs, Bred Cows, Bred & Open Heifers  
Only the best quality screened commercial cattle offered.  
Complete list of all sale cattle avail. on Nov. 2nd at  
[www.johnsoncattlemarketing.com](http://www.johnsoncattlemarketing.com)

# Business and Agriculture

Sunday, October 29, 2017

Kingsville Record and Bishop News

11A

## Kleberg-Kenedy SWCD sponsors poster, essay contest

School is in full session in Kleberg and Kenedy counties, which means the Kleberg-Kenedy Soil and Water Conservation District Board of Directors is sponsoring the poster and essay contest for 2018 in the local schools.

Children 12 years and under are eligible for the poster contest and 18 years and under for the essay contest. This is an open contest to boys and girls and does not jeopardize Texas University Interscholastic League eligibility.

"With conservation education a high priority within the district, the board looks forward to working with the schools in partnership with the local Natural Resources Conservation Service staff," John Prupok, chairman of the

board said. "Our district office has the information concerning the contest and Linda Muguerra, district administrator, has just gotten the information out to the schools that are interested."

"Any schools in Kleberg and Kenedy Counties that are interested should contact the district office at 100 E. Kleberg Ave., Ste. 207 or call at (361) 592-0309, ext. 3 in Kingsville."

The essay contest theme for the 2018 is "Healthy Soils are Full of Life." The students should write their essay about soil and water conservation practices and make it interesting to the reader so that the reader can understand the essay.

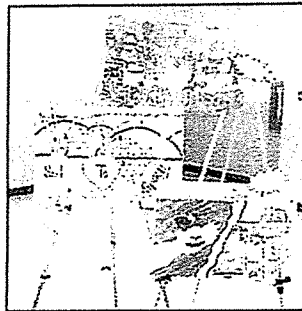
Also make sure the ideas are clear and easy to read. Write about your ideas in detail so that the reader understands what you are saying. Of course, correct spelling, capitalization, punctuation, grammar and sentences are a must. More information on the

poster and essay contests can be obtained at <http://www.nacdn.org/general-resources/stewardship-and-education-materials/2017-healthy-soils>. Maximum of 300 words is allowable in preparation of the essays for children 13 and under and maximum of 500 for children 14 to 18.

"This is the 12th year that the essay contest has been split up between the age groups," Vern Crocker, director on the board said. "Splitting the age groups helps in fairness for those participating."

The posters for the 2018 contest will also be based on the theme of "Healthy Soils are Full of Life."

It can take up to 1,000 years to form one inch of topsoil. One tablespoon of soil has more organisms in it than there are people on earth. There are thousands of different types of soil across the world, which includes 70,000 in the U.S. alone. Soils act as a filter for underground water,



Award-winning posters of the past. (Submitted photo)

filtering out pollutants. Soil is the bottom of the food chain, yet it is the cornerstone of life on earth.

Taking good care of our soil will ensure that we have the soil to produce the food, clothes and many other things so that we may live on this earth.

Healthy soils mean that nutritious and plentiful

supply of good food can be produced to maintain us.

"The top five students in the poster and essay contests in the junior and senior divisions will be recognized at the annual awards banquet, usually held in February of each year," Ernest Bippert Jr., secretary of the local

SWCD board in Kingsville said. "By participating in the contest, students learn the importance of soil and water conservation and the protection of our natural resources."

Again, the district has available the rainfall simulator, which educates students on the importance of protecting soils.

The local NRCS staff can schedule times to go out to the schools if they are interested. Students have done very well in the area awards contest and the state contest in the past. The district thanks all the schools for participating in the past and looks forward to this year's participants. The district also has its 2017 annual report for anyone interested in picking one up.

For more information on the poster and essay contest or conservation in general, contact the district office in Kingsville at (361) 592-0309, ext. 3 or come by the office at 100 E. Kleberg Ave., Suite 207.

## Bishop Chamber hosts ribbon cutting for new restaurant



The Bishop Chamber of Commerce hosted a ribbon cutting and grand opening for a new restaurant in Bishop on Friday, Oct. 20. Taqueria Los Mariachis No. 2 is located at 600 U.S. Hwy. 77 Bypass on the south side of town. The business is owned by Joel and Ruth Lopez and is open Monday through Saturday from 5 a.m. to 9 p.m. and Sunday from 5 a.m. to 3 p.m. (Submitted photo)

### PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, November 15, 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:

Paul Espinoza, authorized agent, Haleigh Rentals LLC, property owner, requesting a Special Use Permit for a rental space at 6th, BLOCK 17, LOT 17-24 also known as 620 E King Ave, Kingsville, Texas 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.

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llobominerals@comcast.net

**Real Estate Auction**

**2,374<sup>sq</sup> Lake of the Pines Home**

APR 29, 2017  
• 125' Deepwater Lake & Boat Dock  
• Lakeview 4000 sq ft on a corner lot  
• Two large double garages with 12'x12' windows  
• Fully furnished to show a home. Full time residence, lake home or rental property.  
• Home Open House 12-15  
• Bid Online Only at [auctions.cdnetwork.com](http://auctions.cdnetwork.com)  
November 12-15

**Cattleman's Top Cut**

**REPLACEMENT FEMALE SALE**  
November 11  
12 Noon

1600-Tes Livestock Auction, LLC (a unit of Newmarket, TX, on Hwy 90)  
1250 Head of Quality Replacement Females -  
Including Pure, Red Cross, Draft & Open Heifers  
Only the best quality screened commercial cattle offered.  
Complete list of all sale cattle posted on the Web at:  
[www.johnsoncattlemanstopping.com](http://www.johnsoncattlemanstopping.com)  
For more information contact: Tom Johnson,  
(817-291-6121)

**JOHNSON**



## Tom Ginter

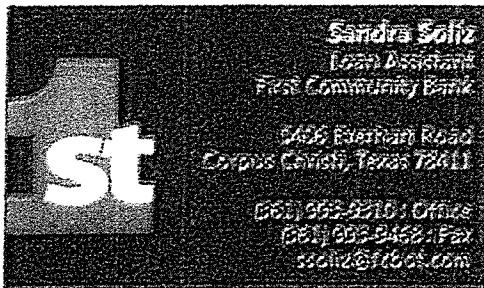
---

**From:** Sandra Soliz - 2031 <ssoliz@fcbot.com>  
**Sent:** Thursday, October 26, 2017 4:16 PM  
**To:** Tom Ginter  
**Cc:** Stephannie Resendez; Ricki Cunningham; Silvia Aparicio - 1111  
**Subject:** 801 E Alice Ave  
**Attachments:** 20171026161836571.pdf

First Community Bank is in favor of changing the zoning of 801 E Alice, Kingsville, TX from R2 to C2.

Thank you,

Silvia Aparicio, Executive Vice President



NMLS# 954611

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**ORDINANCE #2017-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO 6<sup>th</sup> ADDITION, BLOCK 3, LOTS 1&2, ALSO KNOWN AS 801 E. ALICE AVENUE, FROM R1-SINGLE 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 Silvia Aparicio, EVP and authorized agent on behalf of owner First Community Bank of Texas, 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 15, 2017 during a meeting of the Planning and Zoning Commission, and on Monday, November 27, 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 4-0 vote of the Planning Commission on the requested rezone with one 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 6<sup>th</sup> Addition, Block 3, Lots 1&2, also known as 801 E. Alice Avenue from R1-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 27th day of November, 2017.

**PASSED AND APPROVED** on this the 11th day of December, 2017.

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

**THE CITY OF KINGSVILLE**

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

**ATTEST:**

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

**APPROVED:**

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

# 801 E Alice Ave

## Richard Ave



17617

16867

16112

20189

19389

## Alice Ave

## 12th St

## 13th St

15901

22489

23247

24005

16423

17183

25530

17942

18046

25628

17287

15789

15005

## Lee Ave

### Legend



801 E Alice

200 ft Buffer

0 62.5 125 250 Feet

Document Path: N:\Engineering\GIS Tech\MAPS\MAP\_DOCUMENTS\Arc\_City\_Base\_Map\_8.5x11.mxd

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



# **AGENDA ITEM #7**

**City of Kingsville  
Planning Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Cynthia Martin, Downtown Manager

DATE: November 29, 2017

SUBJECT: Historical Development Board Reappointment

---

**Summary:** Mr. Jonathan Plant is seeking reappointment to the Historical Development Board.

**Background:** Mr. Jonathan Plant, 730 Santa Elena Dr., is a resident of Kingsville. Mr. Plant is the Director of the John E. Conner Museum. This would be his second term on the Historical Development Board. Mr. Plant has been an active and productive member of the Board.

**Financial Impact:** NA

**Recommendation:** The Historical Development Board recommends that Jonathan Plant be reappointed to the Historical Development Board for a three year term.



# Jonathan Alan Plant

## Home:

Kingsville, Texas 78363

Tel: 361-222-2000

e-mail: jplant@connermuseum.org

## John E. Conner Museum

700 University Blvd, MSC 134

Kingsville, Texas 78363

Tel: 361-593-2849

e-mail: [jonathan.plant@tamuk.edu](mailto:jonathan.plant@tamuk.edu)

## Areas of Interest

- American History, 18<sup>th</sup>-early 20<sup>th</sup> Century
- Texas Revolution
- American Civil War
- Victorian Society
- Westward Expansion, 19<sup>th</sup>-20<sup>th</sup> Centuries
- Decorative Arts
- Historic Architecture, particularly Richardson Romanesque

## Education

- M.A., History - Museum Studies, University of Central Oklahoma, 1997
- B.A., English - Technical Writing, Oklahoma State University, 1993

## Additional Training

- Completed Northern States Conservation Center Online Class, "MS201: Storage for Infinity: An Overview of Museum Storage Principles", November 6 - December 15, 2006
- Completed After the Storm: Recovery of Wet Collections" sponsored by the NPS National Center for Preservation Technology, Natchitoches, Louisiana, March 20, 2006

## Grants and Awards

- Coastal Bend Community Foundation Special Grant, 2014  
Allocated for exhibits upgrade
- Coastal Bend Community Foundation Annual Grant, 2013  
Used to subsidize Coastal Bend Regional History Fair
- Texas Historical Commission Small Museums Grant, 2006  
Making archival-quality copies of collections records

## Presentations

- "And the Myth Goes On...More "Lies My Docent Told Me..." Texas Association of Museums Annual Conference, El Paso, March 18, 2009
- "Closet Taxes, Short People and Melted Makeup: Lies My Docent Told Me," Texas Association of Museums Annual Conference, Galveston, March 27, 2008

## Work Experience

<b>Museum Director</b>	<b>04/2013 to Present</b>
<b>John E. Conner Museum, Kingsville, Texas</b>	

- Oversee Museum Operations, including museum building and storage areas
- Supervise staff of 3 permanent employees and 2-5 part-time employees
- Approve Museum Budget
- Serves as Department Chair in the College of Arts & Sciences
- Serve as ex-officio member of Friends of the Conner Museum, 501C3 organization
- Coordinate collaborative efforts with community heritage organizations and other museums
- Complete grant applications and funding requests
- Report annually on use of Hotel/Motel Tax Allocation to City Commission
- Develop advertisements and promotional materials for Museum
- Assist with museum tours and programs

<b>Curator</b>	<b>11/2007 to 04/2013</b>
<b>John E. Conner Museum, Kingsville, Texas</b>	

- Supervised 3-5 part-time and student employees
- Implemented student intern program and supervised interns
- Composed press releases for upcoming exhibits and events; give media interviews
- Monitored environmental conditions
- Reviewed and revised permanent exhibits
- Developed and install temporary exhibits; installed incoming traveling exhibits
- Conducted guided tours for college classes, public school groups, and general public
- Recommended conservation treatment for artifacts
- Implemented preservation measures in collection storage areas
- Maintained collections records

<b>Contract Curator</b>	<b>08/2007 to 09/2007</b>
<b>Fort Bend County Museum Association, Richmond, Texas</b>	

- Identified and salvaged historically significant items from defunct industrial complex
- Accessioned items into computer database

<b>Curator (Park Specialist II)</b>	<b>01/2006 to 09/2007</b>
<b>Varner Hogg-Plantation State Historic Site, West Columbia, Texas</b>	

- Led Interpretation Team, oversaw Site Programmer
- Monitored environmental conditions in historic plantation house and archaeological sites
- Wrote preservation grant; was awarded grant & oversaw implementation
- Consulted with contractors and served as liaison between site director and contractors
- Conducted dialogues with building preservation specialists and recommended treatments
- Researched and wrote furnishing plans
- Developed and installed temporary exhibits
- Conducted hands-on activity programs
- Reorganized Collections Storage



<b>Site Interpreter (Exhibit Technician II)</b>	<b>11/2001 to 01/2006</b>
<b>Sea Rim State Park &amp; Sabine Pass Battleground State Historic Site, Sabine Pass, Texas</b>	

- Developed interpretive programming for two park sites
- Conducted educational programs for school groups and general public
- Developed and coordinated "Living History Day" program with local heritage groups
- Drafted interpretive text for nature trail signage
- Created park brochures and interpretive handouts
- Wrote historical narrative for Texas State Historical Marker (installed 2005)
- Compiled research for marker commemorating Union Dead at the Battle of Sabine Pass (monument installed 2007)

<b>Contract Historian</b>	<b>12/1997 to 04/1998</b>
<b>Oklahoma Historical Society, Oklahoma City, Oklahoma</b>	

- Researched 1921 Tulsa Race Riot using primary source materials and insurance maps
- Selected graphics for "Fourteen Flags Over Oklahoma" temporary exhibit
- Assisted various divisions within OHS

<b>Contract Historian</b>	<b>08/1997 to 09/1997</b>
<b>Oklahoma Territorial Museum, Guthrie, Oklahoma</b>	

- Researched primary source materials on 1889 Oklahoma Land Rush
- Developed artifact lists for temporary exhibit
- Created exhibit panel on local architecture
- Updated collections records

<b>Museum Assistant</b>	<b>09/1996 to 05/1997</b>
<b>UCO Laboratory of History Museum, Edmond, Oklahoma</b>	

- Reorganized collections records and implemented modern trinomial cataloging system
- Conducted guided tours
- Implemented preservation measures in collections storage
- Researched and revised text and graphics on existing exhibits
- Wrote chapters on object numbering, security, and artifact preservation for operations handbook

### **Professional Memberships**

- Mountain-Plains Museums Association
- Texas Association of Museums

## References

Sandra Rexroat  
Director  
South Texas Archives  
700 University Blvd, MSC 197  
Kingsville, TX 78363  
361-593-4154  
[sandra.rexroat@tamuk.edu](mailto:sandra.rexroat@tamuk.edu)

Kandy Taylor-Hille  
Former Site Manager  
Varner-Hogg Plantation SHS  
2012 N Rock Island  
Angleton, TX 77515  
979-319-5230 or 979-248-0521  
[ktaylorh@gmail.com](mailto:ktaylorh@gmail.com)

Dr. Cynthia Brandimarte  
Historic Sites Advisor  
Texas Parks & Wildlife Department  
4200 Smith School Road  
Austin, TX 78744  
512-389-4464  
[cindybrandimarte@tpwd.texas.gov](mailto:cindybrandimarte@tpwd.texas.gov)

Jeff Briley  
Assistant Museum Director  
Oklahoma History Center  
2401 N. Laird Avenue  
Oklahoma City, OK 73105  
405-522-0799  
[jbriley@okhistory.org](mailto:jbriley@okhistory.org)

# **REGULAR AGENDA**

## **AGENDA ITEM #8**

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

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director of Planning and Development Services

DATE: December 7, 2017

SUBJECT: Planning and Zoning Commission review of preliminary and final plat for Bill Miller Bar-B Que Kingsville, Texas, Tract 1 1.148 acres and Tract 2 .0234 acres

---

**Summary:**

Brazos de Santos de Partners, Ltd. authorized agent for Paul Martin West and Carol D. West Lusk owner, have already rezoned the property for the use of a restaurant. The next step in development is to have the land platted prior to construction of the project.

**Background:**

Staff has been working with Brazos de Partners, Ltd on this site for a Bill Miller restaurant for some time. As you know you have already rezoned the property for a restaurant. Platting property for a development is the next step. Because of the extensions of the street, water and sewer requires review by the Planning and Zoning Commission and the City Commission. The extensions are straight forward for the City and the applicant. I would also state that the end spot for the water and sewer have yet to be fully determined but they do have to be extended to the site. The end spots for the water and sewer lines will be determined when plan review is conducted for the project.

**Financial Impact:**

This project will have a positive financial impact for the City. In addition to adding to the property tax base it will give another option for those driving on the highway to stop and dine in Kingsville. This restaurant will also give another option for our residents to choose from when they decide to go out and eat. This project will also provide additional 55 to 60 jobs.



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

**Recommendation:**

The Planning and Zoning Commission voted 6 to 0 to recommend approval of the preliminary and final plat for the Bill Miller Bar-B-Que restaurant.



To: Planning and Zoning Commission Members

From: Tom Ginter, Director

Date: December 1, 2017

---

Subject Agenda Item #1 & #2

As you recall sometime in the past you recommended approval which was eventually approved by the City Commission for a rezoning of this property to C2. At that meeting we stated it was a food establishment. As you can see from the application, this is the future site of a Bill Miller Bar-B-Q restaurant. Per our platting ordinance, property has to be platted prior to construction of a building.

The reason for this not being a minor plat is the extension of a street, water and sewer line. The plat reflects the extension of Librado Drive to the site. I have enclosed another map which reflects the extension of the water and sewer lines.

Recommendation:

Approve preliminary and final plat.

CITY OF KINGSVILLE PLANNING  
AND ZONING DIVISION MASTER  
APPLICATION

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

Project Address US 77 Nearest Intersection US 77 at E. General Cavazos Blvd.  
 (Proposed) Subdivision Name Bill Miller Bar-B-Q-Kingsville Lot 3 Block 1  
 Legal Description: 1.382 acres out of tract recorded in Vol 320, Pg 183, DR Kleberg County, Texas  
 Existing Zoning Designation C2-Retail Future Land Use Plan Designation C2-Retail

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

Applicant/Authorized Agent Brazos de Santos Partners, Ltd. Phone (210) 225-4461 FAX (210) 302-1533  
 Email Address (for project correspondence only): clagutchik@billmillerbbq.com  
 Mailing Address P.O. Box 839925 City San Antonio State TX Zip 78283-3925  
 Property Owner Paul Martin West & Carol D. West Lusk Phone \_\_\_\_\_ FAX \_\_\_\_\_  
 Email Address (for project correspondence only): \_\_\_\_\_  
 Mailing Address 489 N. County Rd 1050 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	<input type="checkbox"/> No Fee	<input checked="" type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA)	<input type="checkbox"/> \$250.00	<input checked="" type="checkbox"/> Final Plat	<input type="checkbox"/> Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request	<input type="checkbox"/> \$250.00	<input type="checkbox"/> Minor Plat	<input type="checkbox"/> \$100.00
<input type="checkbox"/> Re-zoning Request	<input type="checkbox"/> \$250.00	<input type="checkbox"/> Re-plat Vacating	<input type="checkbox"/> \$250.00
<input type="checkbox"/> SUP Request/Renewal	<input type="checkbox"/> \$250.00	<input type="checkbox"/> Plat Development	<input type="checkbox"/> \$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA)	<input type="checkbox"/> \$250.00	<input type="checkbox"/> Plat	<input type="checkbox"/> \$100.00
<input type="checkbox"/> PUD Request	<input type="checkbox"/> \$250.00	<input type="checkbox"/> Subdivision Variance Request	<input type="checkbox"/> \$25.00 ca

Please provide a basic description of the proposed project:

Plat to establish commercial lot and public street.

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 Carol Lagutchik Date: 12/01/2017  
 Property Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_



METES AND BOUNDS DESCRIPTION  
FOR  
TRACT 1

A 1.148 acre, or 50,000 square feet more or less, tract of land out of that tract described in deed to Paul Martin West and Carol Dee West Lusk recorded in Volume 320, Page 183 of the Deed Records of Kleberg County, Texas. Said 1.148 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

BEGINNING: At a set ½ inch iron rod with yellow cap marked "Pape-Dawson" on the northwest right-of-way line of U.S. 77 Access, a variable width right-of-way, the south corner of Lot 2, Block 1, ERARD Estates, Unit 2 recorded in Cabinet II, Envelope 104 of the map records of Kleberg County, Texas, the east corner of said West tract, same being the east corner of the herein described tract, and from which a found ½ inch iron rod at the east corner of said Lot 2 bears N 23°04'31" E, a distance of 192.00 feet to the POINT OF BEGINNING;

THENCE: S 23°04'31" W, along and with the northwest right-of-way line of said U.S. 77 Access, the southeast line of said West tract, a distance of 203.66 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for the south corner of the herein described tract;

THENCE: Departing the northwest right-of-way line of said U.S. 77 Access, over and across said West tract, the following bearings and distances:

N 66°56'33" W, a distance of 245.50 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for the west corner of the herein described tract;

N 23°04'31" E, a distance of 203.67 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" on the northeast line of said West tract, the west corner of said Lot 2, the south corner of a tract described in deed to the City of Kingsville recorded in Volume 343, Page 109 of said Deed Records, for the north corner of the herein described tract;

THENCE: S 66°56'33" E, along and with the southwest line of said Lot 2, the northeast line of said West tract, a distance of 245.50 feet to the POINT OF BEGINNING, and containing 1.148 acres in the City of Kingsville, Kleberg County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 11380-01 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: December 1, 2017  
JOB NO. 11380-01

METES AND BOUNDS DESCRIPTION  
FOR  
TRACT 2

A 0.234 of an acre, or 10,183 square feet more or less, tract of land out of tract described in deed to Paul Martin West and Carol Dee West Lusk recorded in Volume 320, Page 183 of the Deed Records of Kleberg County, Texas. Said 0.234 of an acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

**BEGINNING:** At a set 1/2 inch iron rod with cap marked "Pape-Dawson" on the northeast line of said West tract, south corner of a tract described in deed to City of Kingsville recorded in Volume 343, Page 109 of the Deed Records of Kleberg County, Texas, the west corner of Lot 2, Block 1, ERARD Estates Unit 2 recorded under Cabinet II, Envelope 104 Map Records of Kleberg County, Texas, and from which a found 1/2 inch iron rod at the east corner of said Lot 2 bears S 66°56'33" E, a distance of 245.50 feet, and N 23°04'31" E, a distance of 192.00 feet to the POINT OF BEGINNING;

**THENCE:** Over and across said West tract, the following bearings and distances:

S 23°04'31" W, a distance of 203.67 feet to a set 1/2 inch iron rod with cap marked "Pape-Dawson";

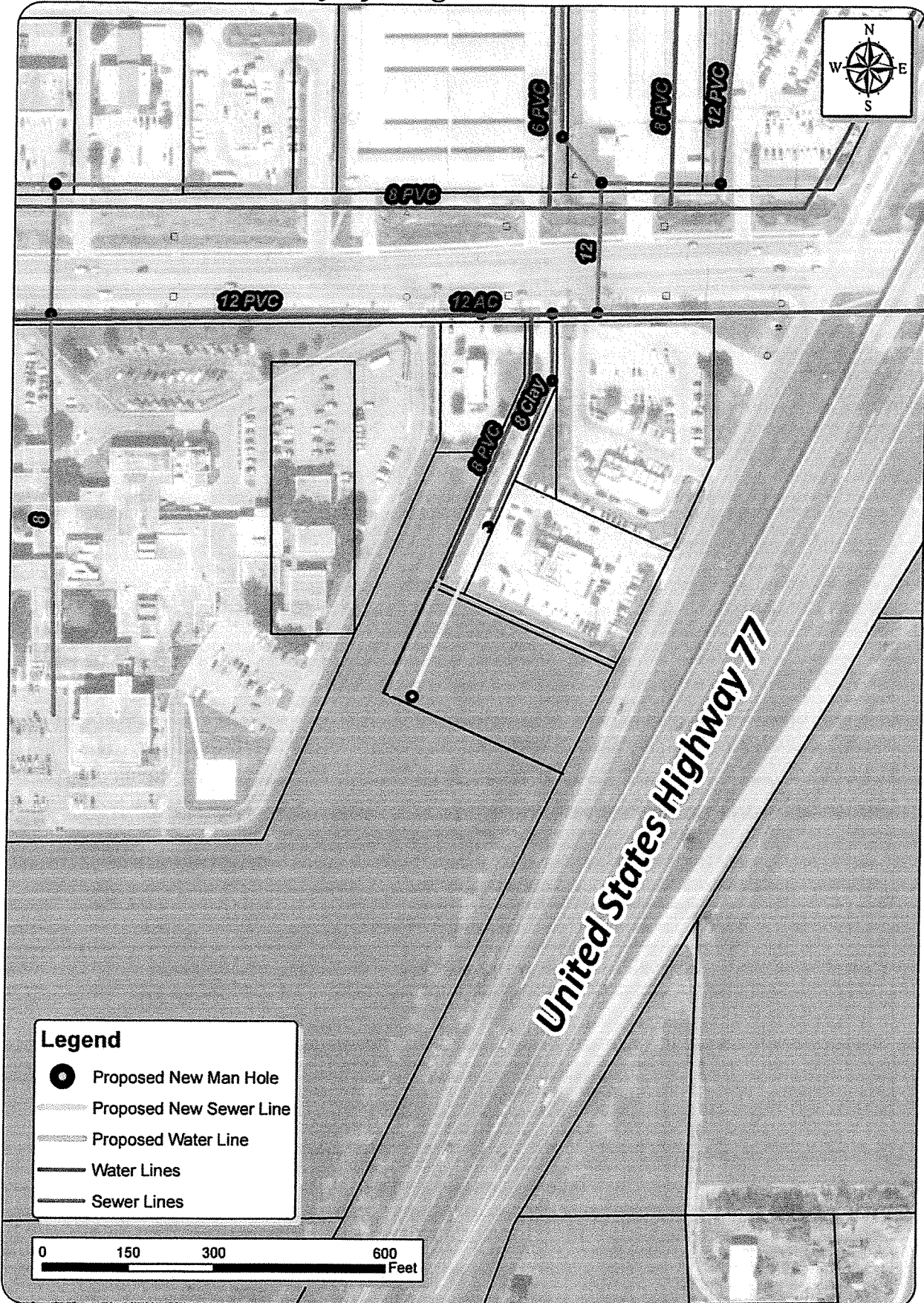
N 66°56'33" W, a distance of 50.00 feet to a set 1/2 inch iron rod with cap marked "Pape-Dawson";


N 23°04'31" E, a distance of 203.67 feet to a set 1/2 inch iron rod with cap marked "Pape-Dawson" on the west corner of said City of Kingsville tract, a re-entrant corner of said West tract;

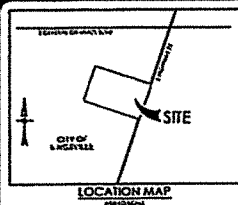
**THENCE:** S 66°56'33" E, along and with the northeast line of said West tract, the southwest line of said City of Kingsville tract, a distance of 50.00 feet to the POINT OF BEGINNING, and containing 0.234 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 11380-01 by Pape-Dawson Engineers, Inc.

**PREPARED BY:** Pape-Dawson Engineers, Inc.  
**DATE:** December 1, 2017  
**JOB NO.** 11380-01  
**DOC. ID.** N:\CIVIL\11380-01\Word\11380-01 FN TRACT 2.docx

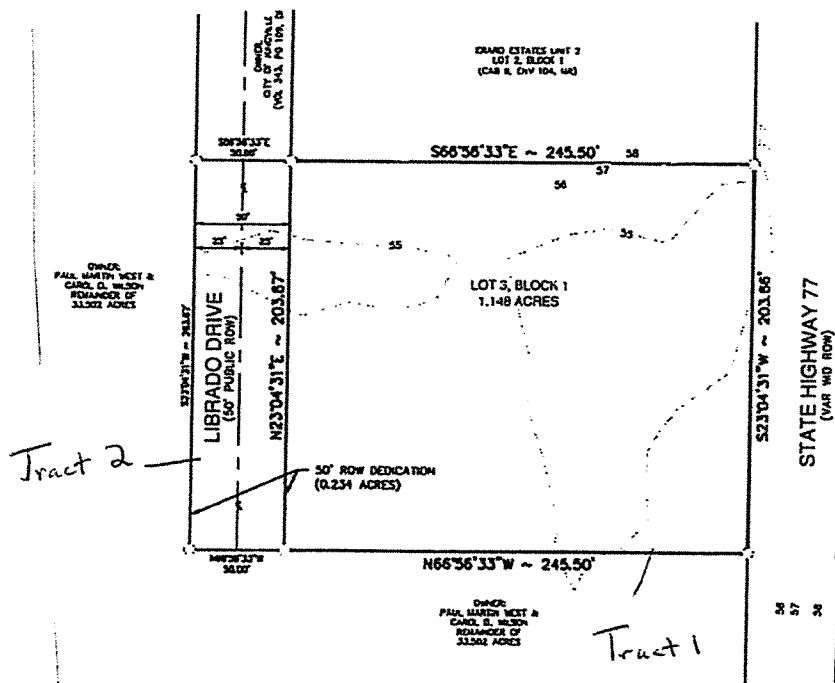
# City of Kingsville - Utilities



1/1 Sheet	Drawn By: Engineering Department	<small>DISCLAIMER</small> 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.	 <b>CITY OF KINGSVILLE</b> ENGINEERING DEPARTMENT 400 W. King Kingsville, Texas 78363 Office: 361.595.8007 Fax: 361.595.8064
	Last Update: 12/1/2017		
	Note:		

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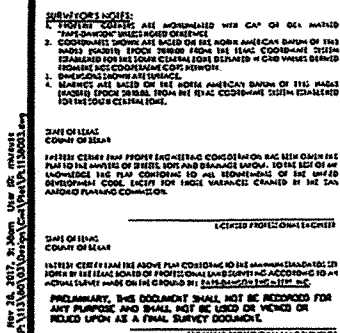
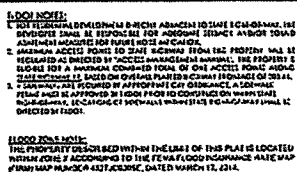
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THIS DOCUMENT IS UNCLASSIFIED  
DATE 08-19-2010 BY 60322 UCBAW

**LEGEND**

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## **AGENDA ITEM #9**

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

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director of Planning and Development Services

DATE: December 7, 2017

SUBJECT: Planning and Zoning Commission review of preliminary and final plat for Bill Miller Bar-B Que Kingsville, Texas, Tract 1 1.148 acres and Tract 2 .0234 acres

---

**Summary:**

Brazos de Santos de Partners, Ltd. authorized agent for Paul Martin West and Carol D. West Lusk owner, have already rezoned the property for the use of a restaurant. The next step in development is to have the land platted prior to construction of the project.

**Background:**

Staff has been working with Brazos de Partners, Ltd on this site for a Bill Miller restaurant for some time. As you know you have already rezoned the property for a restaurant. Platting property for a development is the next step. Because of the extensions of the street, water and sewer requires review by the Planning and Zoning Commission and the City Commission. The extensions are straight forward for the City and the applicant. I would also state that the end spot for the water and sewer have yet to be fully determined but they do have to be extended to the site. The end spots for the water and sewer lines will be determined when plan review is conducted for the project.

**Financial Impact:**

This project will have a positive financial impact for the City. In addition to adding to the property tax base it will give another option for those driving on the highway to stop and dine in Kingsville. This restaurant will also give another option for our residents to choose from when they decide to go out and eat. This project will also provide additional 55 to 60 jobs.



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

**Recommendation:**

The Planning and Zoning Commission voted 6 to 0 to recommend approval of the preliminary and final plat for the Bill Miller Bar-B-Que restaurant.





To: Planning and Zoning Commission Members

From: Tom Ginter, Director

Date: December 1, 2017

---

Subject Agenda Item #1 & #2

As you recall sometime in the past you recommended approval which was eventually approved by the City Commission for a rezoning of this property to C2. At that meeting we stated it was a food establishment. As you can see from the application, this is the future site of a Bill Miller Bar-B-Q restaurant. Per our platting ordinance, property has to be platted prior to construction of a building.

The reason for this not being a minor plat is the extension of a street, water and sewer line. The plat reflects the extension of Librado Drive to the site. I have enclosed another map which reflects the extension of the water and sewer lines.

Recommendation:

Approve preliminary and final plat.

CITY OF KINGSVILLE PLANNING  
AND ZONING DIVISION MASTER  
APPLICATION

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

Project Address US 77 Nearest Intersection US 77 at E. General Cavazos Blvd.

(Proposed) Subdivision Name Bill Miller Bar-B-Q-Kingsville Lot 3 Block 1

Legal Description: 1.382 acres out of tract recorded in Vol 320, Pg 183, DR Kleberg County, Texas

Existing Zoning Designation C2-Retail Future Land Use Plan Designation C2-Retail

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

Applicant/Authorized Agent Brazos de Santos Partners, Ltd. Phone (210) 225-4461 FAX (210) 302-1533

Email Address (for project correspondence only): clagutchik@billmillerbbq.com

Mailing Address P.O. Box 839925 City San Antonio State TX Zip 78283-3925

Property Owner Paul Martin West & Carol D. West Lusk Phone \_\_\_\_\_ FAX \_\_\_\_\_

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

Mailing Address 489 N. County Rd 1050 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 checked="" type="checkbox"/> Preliminary Plat	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA)	\$250.00	<input checked="" 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 Vacating	\$250.00
<input type="checkbox"/> SUP Request/Renewal	\$250.00	<input type="checkbox"/> Plat Development	\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA)	\$250.00	<input type="checkbox"/> Plat	\$100.00
<input type="checkbox"/> PUD Request	\$250.00	<input type="checkbox"/> Subdivision Variance Request	\$25.00 ca

Please provide a basic description of the proposed project:

Plat to establish commercial lot and public street.

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 Carol Lagutchik Date: 12/01/2017

Property Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

METES AND BOUNDS DESCRIPTION  
FOR  
TRACT 1

A 1.148 acre, or 50,000 square feet more or less, tract of land out of that tract described in deed to Paul Martin West and Carol Dee West Lusk recorded in Volume 320, Page 183 of the Deed Records of Kleberg County, Texas. Said 1.148 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

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THENCE: S 23°04'31" W, along and with the northwest right-of-way line of said U.S. 77 Access, the southeast line of said West tract, a distance of 203.66 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for the south corner of the herein described tract;

THENCE: Departing the northwest right-of-way line of said U.S. 77 Access, over and across said West tract, the following bearings and distances:

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THENCE: S 66°56'33" E, along and with the southwest line of said Lot 2, the northeast line of said West tract, a distance of 245.50 feet to the POINT OF BEGINNING, and containing 1.148 acres in the City of Kingsville, Kleberg County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 11380-01 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: December 1, 2017  
JOB NO. 11380-01

METES AND BOUNDS DESCRIPTION  
FOR  
TRACT 2

A 0.234 of an acre, or 10,183 square feet more or less, tract of land out of tract described in deed to Paul Martin West and Carol Dee West Lusk recorded in Volume 320, Page 183 of the Deed Records of Kleberg County, Texas. Said 0.234 of an acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

BEGINNING: At a set 1/2 inch iron rod with cap marked "Pape-Dawson" on the northeast line of said West tract, south corner of a tract described in deed to City of Kingsville recorded in Volume 343, Page 109 of the Deed Records of Kleberg County, Texas, the west corner of Lot 2, Block 1, ERARD Estates Unit 2 recorded under Cabinet II, Envelope 104 Map Records of Kleberg County, Texas, and from which a found 1/2 inch iron rod at the east corner of said Lot 2 bears S 66°56'33" E, a distance of 245.50 feet, and N 23°04'31" E, a distance of 192.00 feet to the POINT OF BEGINNING;

THENCE: Over and across said West tract, the following bearings and distances:

S 23°04'31" W, a distance of 203.67 feet to a set 1/2 inch iron rod with cap marked "Pape-Dawson";

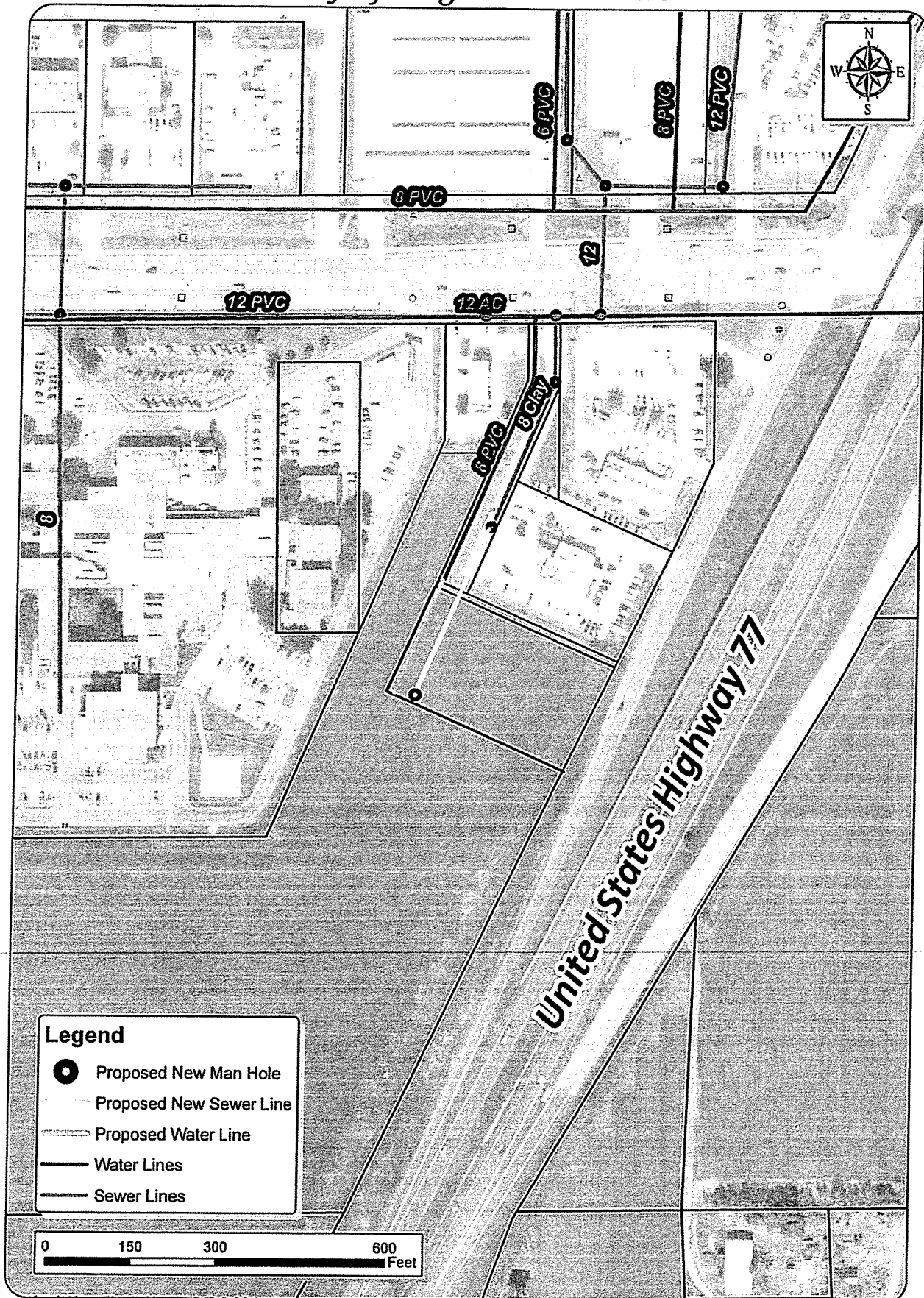
N 66°56'33" W, a distance of 50.00 feet to a set 1/2 inch iron rod with cap marked "Pape-Dawson";

N 23°04'31" E, a distance of 203.67 feet to a set 1/2 inch iron rod with cap marked "Pape-Dawson" on the west corner of said City of Kingsville tract, a re-entrant corner of said West tract;

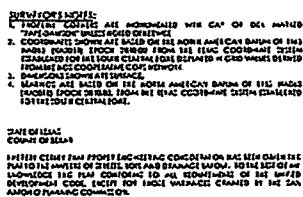
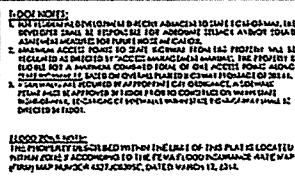
THENCE: S 66°56'33" E, along and with the northeast line of said West tract, the southwest line of said City of Kingsville tract, a distance of 50.00 feet to the POINT OF BEGINNING, and containing 0.234 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 11380-01 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: December 1, 2017  
JOB NO. 11380-01  
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# City of Kingsville - Utilities







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# **AGENDA ITEM #10**



**City of Kingsville  
Parks & Recreation Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Jason Alfaro, Parks & Recreation Director

DATE: December 4, 2017

SUBJECT: Receipt of \$25,000 donation from Vishal Raju Bhagat Foundation

---

**Summary:**

The Parks & Recreation Department would like approval from City Commission to receive a \$25,000 donation from the Vishal Raju Bhagat Foundation. These funds would be used to help with the cost of constructing a dog park in Dick Kleberg Park. The park would be constructed near the site recommended by the Parks Master Plan.

**Background:**

The Foundation focuses its efforts on building sustainable relationships within local communities to provide a positive, direct effect on the beneficiaries of its grants. The primary fund-raising event is the Annual Vishal Bhagat Memorial Golf Tournament, and through support from sponsors, partners, and volunteers have raised over \$1,100,000 for charity.

**Financial Impact:**

The donation of \$25,000 will help with the construction costs for a formal dog park to be built in Dick Kleberg Park.

**Recommendation:**

We recommend that City Commission authorize the receipt of this donation in the amount of \$25,000 from the Vishal Raju Bhagat Foundation, and amend the budget to record the acceptance of these funds into the parks budget.



**RESOLUTION # 2017-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE NEW DOG PARK IN DICK KLEBERG PARK TO BE NAMED THE VISHAL RAJU BHAGAT MEMORIAL DOG PARK; REPEALING ALL CONFLICTING RESOLUTIONS.**

**WHEREAS**, the City of Kingsville ("City") has approved a master plan for Parks, Recreational Facilities and Open Space, which encompasses the parks located within the city limits;

**WHEREAS**, the City realizes the necessity of having access to suitable recreational opportunities to ensure the mental and physical well-being of its citizens and to help improve the quality of life of the citizens and attract new residents to the area;

**WHEREAS**, the Parks Master Plan included a dog park at Dick Kleberg Park;

**WHEREAS**, the Vishal Raju Bhagat Foundation has agreed to donate \$25,000 to the City of Kingsville for the dog park on the condition the dog park be named the Vishal Raju Bhagat Memorial Dog Park;

**WHEREAS**, the City is willing to name the dog park as requested so that the donation can be accepted to advance the construction of the dog park.

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

I.

**THAT** the City Commission of the City of Kingsville authorizes the naming of the new dog park planned within Dick Kleberg Park to be named the Vishal Raju Bhagat Memorial Dog Park.

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  
11th day of December, 2017.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #11**

**City of Kingsville**  
**Parks & Recreation Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Jason Alfaro, Parks & Recreation Director

DATE: December 4, 2017

SUBJECT: Receipt of \$25,000 donation from Vishal Raju Bhagat Foundation

---

**Summary:**

The Parks & Recreation Department would like approval from City Commission to receive a \$25,000 donation from the Vishal Raju Bhagat Foundation. These funds would be used to help with the cost of constructing a dog park in Dick Kleberg Park. The park would be constructed near the site recommended by the Parks Master Plan.

**Background:**

The Foundation focuses its efforts on building sustainable relationships within local communities to provide a positive, direct effect on the beneficiaries of its grants. The primary fund-raising event is the Annual Vishal Bhagat Memorial Golf Tournament, and through support from sponsors, partners, and volunteers have raised over \$1,100,000 for charity.

**Financial Impact:**

The donation of \$25,000 will help with the construction costs for a formal dog park to be built in Dick Kleberg Park.

**Recommendation:**

We recommend that City Commission authorize the receipt of this donation in the amount of \$25,000 from the Vishal Raju Bhagat Foundation, and amend the budget to record the acceptance of these funds into the parks budget.



# **AGENDA ITEM #12**

**City of Kingsville**  
**Parks & Recreation Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Jason Alfaro, Parks & Recreation Director

DATE: December 4, 2017

SUBJECT: Receipt of \$25,000 donation from Vishal Raju Bhagat Foundation

---

**Summary:**

The Parks & Recreation Department would like approval from City Commission to receive a \$25,000 donation from the Vishal Raju Bhagat Foundation. These funds would be used to help with the cost of constructing a dog park in Dick Kleberg Park. The park would be constructed near the site recommended by the Parks Master Plan.

**Background:**

The Foundation focuses its efforts on building sustainable relationships within local communities to provide a positive, direct effect on the beneficiaries of its grants. The primary fund-raising event is the Annual Vishal Bhagat Memorial Golf Tournament, and through support from sponsors, partners, and volunteers have raised over \$1,100,000 for charity.

**Financial Impact:**

The donation of \$25,000 will help with the construction costs for a formal dog park to be built in Dick Kleberg Park.

**Recommendation:**

We recommend that City Commission authorize the receipt of this donation in the amount of \$25,000 from the Vishal Raju Bhagat Foundation, and amend the budget to record the acceptance of these funds into the parks budget.



**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-18 BUDGET TO ACCEPT AND EXPEND A PARKS DONATION FROM THE 12<sup>TH</sup> ANNUAL VISHAL BHAGAT MEMORIAL GOLF TOURNAMENT GALA.**

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

I.

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

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<b>Revenues</b>					
4-4503	Park Maintenance	Park Donations	58003	\$ 25,000	
<b>Expenses</b>					
5-4503	Park Maintenance	Grounds & Perm Fixtures	59100	\$ 25,000	

[To amend the City of Kingsville FY 17-18 budget to accept and expend a parks donation awarded from the 12<sup>th</sup> Annual Vishal Bhagat Memorial Golf Tournament Gala to be used towards a dog park as per the attached memo from the Parks 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 11<sup>th</sup> day of December, 2017.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #13**

**City of Kingsville  
Purchasing Department**

---

TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Charlie Sosa Purchasing Manager  
DATE: December 4, 2017  
SUBJECT: Depository Services

---

**Summary:**

This item authorizes the City to enter into a contract with Kleberg Bank, for the Depository Services Contract.

**Background:**

We published a Request for Applications for Proposal #17-12 in the newspaper on July 22, 2017 and July 29, 2017. Request for Applications were accepted until 2:00 PM on July 8, 2017. One response was received. It was from Kleberg Bank. Staff reviewed RFA #17-12 and found the information received to be responsive.

**Financial Impact:**

None at this time.

**Recommendation:**

It is recommended the City contracts with Kleberg Bank, 100 E. Kleberg Ave., Kingsville Texas for Depository Services. Kleberg Bank is currently the institution on record for the City's Depository Services, located here in Kingsville, a per staff recommendation.



**RESOLUTION #2017-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KLEBERG BANK, N.A. FOR BANK DEPOSITORY SERVICES FOR THE CITY OF KINGSVILLE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville has a Bank Depository Contract with Kleberg First National Bank of Kingsville (KFNB), now also known as Kleberg Bank, N.A., which was approved via Resolution #2012-60 at a meeting on September 24, 2012;

**WHEREAS**, the City went out for public bids on bank depository services RFA#17-12 in July 2017 and received one bid response;

**WHEREAS**, on August 14, 2017, the City Commission awarded RFA #17-12 for Depository Services to KFNB and authorized staff to negotiate a contract with KFNB;

**WHEREAS**, staff and KFNB have negotiated a contract and staff believes it to be in the best interest of the City of Kingsville to enter into a Bank Depository Contract with KFNB;

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to execute the Bank Depository Contract with Kleberg Bank, N.A., 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 11th day of December, 2017.

---

Sam R. Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney

**CITY OF KINGSVILLE  
And  
KLEBERG BANK, N.A.**

---

**CONTRACT FOR  
BANK DEPOSITORY SERVICES**

**TERM:**

**DECEMBER 15, 2017 TO DECEMBER 14, 2020**

## TABLE OF CONTENTS

### Article 1 - Definitions

### Article 2 - Provision of Depository Services

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#### Exhibits

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- Exhibit C - Pricing Sheets
- Exhibit F - Depository Statement Checklist
- Exhibit G - Authorization for Depository Accounts

**CITY OF KINGSVILLE  
DEPOSITORY SERVICES AGREEMENT**

Whereas, the City of Kingsville ("City") requested and received applications for the provision of depository services for City funds from depositories doing business within the city limits of Kingsville, Texas;

Whereas, the City Commission considered and reviewed the specifications of each application received and determined which application was the most advantageous for the City;

Whereas, on August 14, 2017 the City Commission approved by majority vote Agenda item #9 awarding the depository services RFA to Kleberg Bank, N.A. ("Depository") to be the depository for City funds and authorized staff to negotiate a depository services agreement ("Agreement") with Depository and on December 11, 2017 approved this Depository Services Agreement;

NOW THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, including representations, warranties, and covenants, the City and Depository agree as follows:

**ARTICLE 1  
Definitions**

For purposes of implementing this Agreement, the terms listed below will have the following meanings:

**"Authorized City Representative"**: the City Manager or other persons designated to perform duties in accordance with this Agreement. The present Authorized City Representatives are specified in Exhibit G.

**"Account Transfers"**: written, electronic (wire/ACH), telephonic, telegraphic or oral requests or orders issued by an Authorized City Representative for the transfer of City funds on deposit from City accounts maintained at the Depository for credit to accounts designated by the Authorized City Representative.

**"City Funds"**: all accounts held by the Depository for the City.

**"Depository Services"**: all services required according to this Agreement.

**"Deposits"**: include demand and time deposits. Demand deposits may be withdrawn on demand by the City. Time deposits are subject to a contract under which the City may not withdraw funds by check or other means until the expiration of a certain period following written notice.

**"Other Financial Services"**: all services necessary in the administration, collection, investment, and transfer of city funds.

**"Total City Balance"**: the sum of all ledger balances of all City accounts held by Depository.

## ARTICLE 2

### Provision of Depository Services

- 2.01 Depository Services and Fees.** The Depository hereby agrees to provide depository and other services described in this Agreement for the City funds deposited at the Depository. The City agrees to pay a net monthly service fee to Depository, which will be calculated as described herein.
- 2.02 Guaranteed Service Fees.** All service fees listed on Exhibit C or in the Depository's response to City's RFA dated August 8, 2017 are guaranteed for the entire term and any option year of the Agreement. The service fees will be used in calculating the net monthly service fee.
- 2.03 Calculation of Net Monthly Service Fee.** A written invoice evidencing the services performed for the City by the Depository must be mailed to the City at the end of each month for each account. This invoice must also contain a section summarizing the services provided and the fees for services for all accounts. The City will have five working days to confirm the services performed. After the City has confirmed the services performed by the Depository, the City agrees to pay a monthly net service fee for the services provided by Depository. The monthly net service fee is to be calculated as follows:
- The Depository will calculate total earnings credit for all City account balances grouped together and not for single account balances. The Depository will calculate the total monthly service fees for all accounts. If the total service fees are greater than the total earnings credits, then the difference between the two will be the net depository service fee for the month.
- 2.04 Payment of Net Monthly Service Fee.** The Depository will not debit a City depository account for the net monthly service fee until the Depository and the City agree that the net monthly depository service fee is correct. The net monthly service fee will be allocated among accounts as designated by an Authorized City Representative.
- 2.05 Representations of Depository.**
- The Depository must:
- (a) keep the City funds covered by this Agreement;
  - (b) faithfully perform all duties and obligations imposed on the Depository by law and under this Agreement;
  - (c) pay on presentation all checks drawn and properly payable on a demand deposit account with the Depository;
  - (d) pay all transfers properly payable as directed by an Authorized City Representative;
  - (e) provide and maintain security at the level required by the provisions of Chapter 2257, Government Code and this Agreement; and
  - (f) account for the City funds as required by law.
- 2.06 Electronic Cash Management Services.** The Depository must provide electronic cash management services. By using an IBM-Personal Computer ("PC") (or IBM- compatible PC), the City through an Authorized City Representative must be able to access and transmit a variety of balance and transaction information as required in this Depository Services Agreement through a secure internet account.

Software necessary to perform these services, including but not limited to, stop payments, wire transfers, account balance and transaction information, and transmission of Automated Clearing House ("ACH") debit or credit transactions, will be made available at no charge by the Depository to the City.

- 2.07 **Deposits.** The Depository must accept all deposits made by the City during the term of the Depository Services Agreement. The Depository must accept City deposits for ledger credit until 5:00 p.m. each business day.
- 2.08 **Automated Information Reporting.** By using an IBM-PC (or IBM compatible), the City must be able to access, for each City account, the previous day's ending ledger balance, collected balance, float, and debit/credit detail by 8:00 a.m. daily through a secure internet account. By this same deadline, this information must be combined to reflect totals for all City accounts taken together.
- 2.09 **Items Processing Service.** The Depository must provide the following items processing services for all items of checks and cash deposited by the City. Such items processing services include but are not limited to the following: encoding services, credit and debit advices given to the City within three business days of the debit or credit, clearing returned items, and return of stamped duplicate deposit slips to the City within one business day of deposit.

The City intends to deposit all revenues directly to the Depository. The deposits will be made in batches with a tape to be provided for each batch. If the Depository Item Processing Department discovers an error in the deposit, then the Depository must prepare a credit or debit advice and mail it to the City immediately after the account has been adjusted. The Depository must also mail the appropriate documentation attached to the debit or credit advice to justify the correction. Appropriate documentation is considered to be a copy of the City's tape with the item in question marked and a copy of the check in question.

- 2.10 **Check Sorting Requirements.** Any account that has more than 100 checks per monthly statement may be required to be fine-sorted in numerical order.
- 2.11 **Insufficient Funds (NSF)/Returned Items.** A complete description must be provided on all NSF/returned items deposited into City accounts. The description should include the Payer's name, applicable City department, and reason for return. All NSF/returned items must be charged back to the account to which the items were deposited provided that the City department is identified by endorsement stamp or other readily identifiable means on the item. The Depository will send the NSF/returned items to the City department or other business designated by an Authorized City Representative.
- 2.12 **Stop Payments.** Stop payments must remain in effect for at least six (6) months. By using an IBM-PC (or IBM compatible), the City through an Authorized City Representative must be able to initiate stop payments through a secure internet account. Placement of stop payments through a PC transmission does not require follow-up written authorization.
- 2.13 **Automatic Payroll Deposit Services.** By using an IBM-PC (or IBM compatible), the City through an Authorized City Representative will electronically transmit City employee payroll data to the Depository through a secure internet account. The Depository will receive the data and prepare an

Automated Clearing House ("ACH") debit. The Depository payroll account will be debited no sooner than the date of payroll. Exhibit A is the Payroll Calendar for FY 2017-2018.

- 2.14 General Wire Transfer Services.** By using an IBM-PC (or IBM compatible), the City must be able to initiate general wire transfer services including initiation of repetitive and non-repetitive wire transfers through a secure internet account. Wire advices should be mailed within three days of wire debit or credit.

The Depository must act upon all electronic, written or verbal transfer requests within one hour from the time received from an Authorized City Representative, and use any means for the transmission of the funds the Depository may consider suitable up until 2:30 p.m.

The Depository must record all telephonic instructions from the City received by the Depository's wire transfer department and retain the recordings for sixty-one (61) days (the period for City notification of discrepancies) following such requests.

In the event there *is* a loss of interest or use of funds as result of a Depository error for failure to execute a transfer request on the date received, or such other error within the Depository's control, compensation for loss must be corrected by adjusting the aggregate ledger and collected balances of the City accounts to reflect properly the average balances of the amounts that would have resulted had no error occurred.

- 2.15 Account Reconciliation Services.** All depository statements and paid items, except those relating to the payroll account, must be on a monthly cycle and must be cutoff on the last calendar day of the month. Payroll is bi-weekly. Attached as Exhibit A is a FY 2017-2018 City Payroll Listing. The City will provide the Depository with payroll calendars during the term of this Agreement as such payroll calendars become available. The City will pick up all Depository statements, including all deposit slips and cancelled checks, no later than the fifth working day following the assigned cut-off date. The Depository may not mail statements unless such mailing is approved by an Authorized City Representative.

A depository statement checklist must be completed by the depository and sent with the bank statements.

If a statement for a City depository account is not cut off as specified in this Agreement, the Depository must reimburse the City for the costs incurred to reconcile the statement, including City employee overtime costs.

- 2.16 Depository Reconcilements.** Automated depository reconcilements are required for the Vouchers Payable and Payroll accounts and other accounts as required by an Authorized City Representative as transaction volume increases. By using an IBM-PC (or IBM compatible), the City will electronically transmit reconcilement data to the Depository. Reconcilements must be available for pick up by the City by the ninth working day following the day the data was transmitted to the Depository through a secure internet account. "Add/delete" adjustment forms will be provided by the Depository.

- 2.17 **Checking with Interest Accounts.** If designated by an Authorized City Representative, a demand deposit account will be set up as interest bearing and interest will be paid monthly. Interest rates will be those set for public fund interest bearing accounts.
- 2.18 **Controlled Disbursement Service.** Specific accounts as designated by an Authorized City Representative will be controlled disbursement accounts. By 8:00 a.m. each day, the City must be able to access same day information concerning controlled disbursement clearings using an IBM-PC (or IBM compatible) with a minimum of 512K of memory (RAM) and using 2400 Baud modem.
- 2.19 **Zero Balance Accounts.** Specific accounts as designated by an Authorized City Representative will be zero balance checking accounts for ease in reconciling and record keeping.
- 2.20 **Check Cashing.** Depository will pay on presentation all checks drawn and properly payable on a City demand deposit account at no charge to the payee or to the City.
- 2.21 **Deposit Locations.** The City will have the option to make Deposits at the Depository's main Kingsville office or at any of Depository's Kingsville branches, if any. A deposit ticket will be presented to the Depository with each deposit. The Depository will route specified deposit ticket copies to the City on a daily basis.
- 2.22 **Overdrafts.** The City does not intend to have an overdraft position on any of its depository accounts throughout the course of the depository services contract. If a check or checks presented for payment on any City account where there exists insufficient funds available for payment, the Depository agrees to pay said checks and promptly notify the Finance Director or Authorized City Representative of the existence of the overdraft situation. The City agrees to cover the overdraft within one business day. The Depository will view all City accounts together for purposes of any charges on overdrawn collected balances.
- 2.23 **Authority of Authorized City Representative.** An Authorized City Representative may request depository services as required to implement this Agreement. An Authorized City Representative may open a depository account. The Depository may not require corporate resolutions or other documents to establish depository accounts at the request of an Authorized City Representative.
- 2.24 **Investment Services.** The City reserves the right to exclude from the terms of this Agreement, investment in certificates of deposits, government securities, fully collateralized repurchase agreements or similar instruments authorized by law.
- 2.25 **Account Executive Services.** The Depository agrees to assign one of its officers employed by the Depository in Kingsville to coordinate the depository relationship established under this Agreement. The assigned officer is responsible for responding to questions from an Authorized City Representative. The assigned officer will perform necessary research to promptly respond to questions or concerns of the City regarding its accounts. The assigned officer of the Depository will meet with the City at least once a month to evaluate the working relationship between the City and the Depository and to address any problems.

- 2.26 Reports.** The Depository will provide quarterly reports of income/condition (required by the FDIC) by the 15th day following the reporting deadline for each quarter.
- 2.27 Direct Debit of Utility Customers.** The City intends to electronically transmit data to the Depository regarding those City utility customers who have previously authorized the City to directly debit their demand deposit accounts for City utility bills. Upon request by the City, the Depository will provide this pre-authorized direct debit service. The Depository will receive the data and prepare an ACH debit in accordance with the operating rules of the South Western Automated Clearing House Association and the operating rules of the National Automated Clearing House Association and as provided herein.

### **ARTICLE 3**

#### **Security for Deposits**

- 3.01 Background.** As security for the deposits of the City, the Depository must pledge to the City securities equal to the largest total ledger balances the City maintains in the Depository, less the amount of coverage provided by the Federal Deposit Insurance Corporation.

All funds deposited under the Depository Services Agreement must be continuously secured in accordance with applicable federal laws and regulations as well as the laws of the State of Texas including but not limited to the Public Funds Collateral Act, Vernon's Texas Government Code Section 2257.001 et. seq. and Subchapter C Security for Funds Held by Depository of Vernon's Texas Local Government Code.

- 3.02 Qualification as Depository.** The Depository must, not later than five days before the commencement of the term of this Depository Services Agreement, pledge security for the funds to be deposited by the City at the Depository as provided by Subchapter C, Security for Funds Held by Depository of Chapter 105, Depositories for Municipal Funds of the Texas Local Government Code, Chapter 2257, Public Funds Collateral Act, Government Code, and this Depository Services Agreement.
- 3.03 Collateral Provision of Financial Institution Reform, Recovery and Enforcement Act. (FIRREA).** The Depository must provide certification that the Depository has complied with all requirements of the Financial Institution Reform, Recovery and Enforcement Act (FIRREA) and FDIC policies which may apply to the City's security interests in the pledged collateral and must specify the officers of the Depository who are authorized to sign agreements with the City. Prior to the initial pledge of securities under the Depository Services Agreement, the Depository must (a) execute a Security Agreement-Pledge and ancillary agreements necessary to effect the pledge of securities to collateralize all of the City's deposits in such form as is acceptable to the City; (b) deliver to the City a certified copy of excerpts from the minutes of a meeting of the Loan Committee and/or Board of Directors of the Depository, properly authorizing the Depository to enter into a Security Agreement-Pledge, and to pledge assets of the Depository to secure all deposits made by the City with the Depository; and (c) deliver to the City certification that the Depository Agreement, the Security Agreement Pledge, and the authorization of the Board of Directors and the Loan Committee of the Depository have been placed (and will continuously be maintained) in the official records of the Depository.

- 3.04 Permissible Security.** Only the following types of securities are acceptable to the City to secure City deposits:
- (1) a treasury note of the United States or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States with a stated maturity of five (5) years or less;
  - (2) an obligation of an agency of the United States, provided that (i) the market value can be readily established, (ii) the agency note has a stated maturity date of five (5) years or less, and (iii) the obligation has been approved by an Authorized City Representative.
- 3.05 Custodian of Pledged Securities** The securities pledged by the Depository as collateral for City deposits must be deposited in escrow in a safe-keeping account held in the name of the City, ("the Custodian Account"). The Custodian Account must require the authorization of both the Depository and an Authorized City Representative to release pledged collateral. The Custodian, upon receipt of pledged securities, must promptly issue and deliver to the City **Treasurer** trust receipts for the securities pledged. The securities must be held by the Custodian. The Custodian may not transfer or deposit the securities in another institution without the prior written authorization of an Authorized City Representative.
- 3.06 Amount of Collateral.** Securities pledged by the Depository to secure City funds on deposit identified with federal taxpayer identification number 74-6001513 on the attached Exhibit E must have a market value of at least six million dollars (\$6,000,000) or as designated in writing by an Authorized City Representative. During the City's tax season which occurs from October through March, the Depository must provide additional collateral in accordance with this Agreement.
- 3.07 Determination of Market Value.** The market value of a security is to be determined by an Authorized City Representative from an independent third party source (i.e. Primary dealer, Wall Street Journal) and is binding on the Depository.
- 3.08 Charges for Collateral.** Charges for the collateral provided by the Depository are provided in Exhibit C.
- 3.09 Federally Insured Deposits.** The Depository is not required to provide security for the deposit of City funds to the extent deposits are insured under 12 U.S.C.A., Sections 181 1-1835a.
- 3.10 Additional Security.** An Authorized City Representative may by written order require the Depository to pledge additional collateral at any time it is determined to be advisable. Additionally, if, for any reason, the total city balance on deposit with the Depository exceeds the market value of pledged security, the Depository must immediately pledge additional securities to the City.

Any additional security pledged must meet the requirements of this Depository Services Agreement and must be approved by an Authorized City Representative. Failure to pledge additional securities on the day the Depository is provided notice constitutes grounds for City Commission to select a new depository as required by law and terminate the Depository Services Agreement.



Prior to the pledge of additional securities under the Depository Services Agreement, the Depository must (a) execute a Security Agreement- Pledge and ancillary agreements necessary to effect the pledge of additional securities to collateralize all of the City's deposits in such form as is acceptable to the City; (b) deliver to the City a certified copy of excerpts from the minutes of a meeting of the Loan Committee and/or Board of Directors of the Depository, properly authorizing the Depository to enter into a Security Agreement-Pledge, and to pledge assets of the Depository to secure all deposits made by the City with the Depository; and (c) deliver to the City certification that the Depository Agreement, the Security Agreement Pledge, and the authorization of the Board of Directors and the Loan Committee of the Depository have been placed (and will continuously be maintained) in the official records of the Depository.

- 3.11 Substitution of Securities.** The Depository may substitute one security for another provided that the security meets the requirements of this Depository Services Agreement, the substitution is approved, in writing, by an Authorized City Representative and the Depository. Prior to such substitution of securities, the Depository must (a) execute a Security Agreement- Pledge and ancillary agreements necessary to effect the pledge of securities to collateralize all of the City's deposits in such form as is acceptable to the City; (b) deliver to the City a certified copy of excerpts from the minutes of a meeting of the Loan Committee and/or Board of Directors of the Depository, properly authorizing the Depository to enter into a Security Agreement-Pledge, and to pledge assets of the Depository to secure all deposits made by the City with the Depository; and (c) deliver to the City certification that the Depository Agreement, the Security Agreement - Pledge, and the authorization of the Board of Directors and the Loan Committee of the Depository have been placed (and will continuously be maintained) in the official records of the Depository.
- 3.12 Release of Security.** If the securities pledged by the Depository exceed the amount required under this Depository Services Agreement, an Authorized City Representative may authorize the release the excess. Such release must be approved in writing by an Authorized City Representative.
- 3.13 Records and Audit.** The Depository must maintain separate, accurate, and complete records relating to the deposit of public funds, the pledged investment securities, and all transactions relating to the pledged investment securities. The Custodian must maintain separate, accurate, and complete records regarding the pledged investment securities. All such records must be subject to any internal or external audit or regulatory examination of the Depository or Custodian.
- 3.14 Documentation to Be Provided to City.** The Depository and Custodian must provide documentation relating to the description of securities pledged as collateral, substitution of pledged securities, pledge of additional securities, and withdrawal of excess securities to the City Treasurer. A certificate indicating the market value of securities pledged as collateral hereunder must be provided to the City at least monthly.
- 3.15 Surrender of Interest on Securities.** Upon the request of the Depository, the City must surrender, when due, interest coupons or other evidence of interest on securities if the remaining value of the securities pledged are adequate to meet the requirements of this Agreement.

**ARTICLE 4**  
**Account Transfers**

**4.01 Electronic, Telephonic, Telegraphic, or Oral Requests for Account Transfers.** The Depository is authorized to honor, execute and charge City accounts for electronic, telephonic, telegraphic or oral requests:

- (a) for the transfer of funds from designated City accounts to any other City depository account, whether the account is with the Depository or another financial institution; or
- (b) for the transfer of funds from designated City accounts to the account of or the credit of a third party, whether the third party account is with the Depository or another financial institution.

All requests must be properly identified as being made by an Authorized City Representative in compliance with the Depository's transfer procedures.

**4.02 Internal Transfers.** An Authorized City Representative will periodically need to transfer funds from one City account to another to reimburse Payroll, Accounts Payable, and other accounts.

**4.03 Instructions for Transfer.** The Depository must act upon all electronic, written or verbal transfer requests within one hour from the time received from an Authorized City Representative, and use any means for the transmission of the funds the Depository may consider suitable up until 2:30 p.m.

**4.04 Immediate Credit.** The Depository must give both ledger and collected credit the day of the wire receipt, regardless of the time the Depository receives the transfer through the Fedwire System. Credit to City accounts for incoming wire transfers must be immediate.

**4.05 Daylight Overdraft Policy.** The City actively invests in marketable securities. An outgoing wire transfer will be made in the morning for the reinvestment of funds expected by an incoming wire transfer. The Depository must allow the City to reinvest and to wire funds out in anticipation of an incoming wire transfer later in the day. The Depository will not charge the City for daylight overdrafts. When a daylight overdraft is anticipated, an Authorized City Representative will notify the designated depository official of the situation.

**4.06 Notification of Funds Transfers.** Notification to the City of incoming wire transfers or problems with outgoing wire transfers must be made within one hour of the transaction. The City allows two authorized employees to initiate repetitive transfers. All authorized employees will be issued a personal identification number in order to initiate wire transactions. If the wire transfer is initiated over the telephone, the Depository must telephone the City and specifically request to speak to an Authorized City Representative other than the person initiating the wire to verify that the wire is authorized prior to releasing the wire.

**4.07 Records.** The Depository must record all telephonic instructions from the City received by the Depository's wire transfer department and retain the recordings for sixty-one (61) days (the period for City notification of discrepancies) following such requests. The City agrees to report any discrepancies

between the City's records and the Depository statement to the Depository's wire transfer department in writing within sixty-one (61) days after the statement date.

- 4.08 Discrepancies/Loss of Interest/Error.** In the event there is a loss of interest or use of funds as result of a Depository error for failure to execute a transfer request on the date received, or such other error within the Depository's control, the Depository agrees that compensation for loss must be corrected by adjusting the aggregate ledger and collected balances of the City accounts to reflect properly the average balances of the amounts that would have resulted had no error occurred.
- 4.09 Designated Accounts.** Account Transfers may be made from the other accounts as designated by an Authorized City Representative.

## ARTICLE 5 Other Services

- 5.01 Bailor/Bailee Relationship.** Until deposits are credited to the City as evidenced by validation of duplicate deposit slip/s, the relationship between the City and the Depository as to all contents must be that of Bailor and Bailee. The Depository must be responsible and liable to the City for use of that degree of care required under the laws of Texas for Bailees having custody of property of other persons.
- 5.02 Custody Safekeeping of Governmental Agency Securities.** All collateral securing bank and savings and loan deposits must be held by a Third Party Safekeeping Institution approved by the City, or Collateral may be held at the Federal Reserve Bank. The Bank must be able to utilize a trusted partner's safekeeping department for safekeeping Securities either owned by the City as a part of its Investment Portfolio or held as Collateral. The U.S. treasuries that serve as Collateral for repurchase agreements with Institutions must be delivered to a Third-Party Safekeeping Institution with which the City has established a third-party safekeeping agreement. The Depository agrees to handle all purchase and sale of securities on a delivery versus payment or payment versus delivery basis (i.e. for securities purchases, monies will not be released by the City's safekeeping bank until securities are received at the Federal Reserve Bank or reviewed by the trusted partner or further credit to the City's safekeeping bank. In the case of securities sales, monies will be received by the City's safekeeping bank via the Federal Reserve Bank as the securities are simultaneously released to the purchaser). In this manner, the City will always have possession of either the securities or its monies. on a delivery versus payment basis. The cost of safekeeping securities, processing purchase/sale transactions, and coupon interest payments are listed on Exhibit C or in the Depository's response to City's RFA dated August 8, 2017.

The City will send written instructions to the securities clearance department for each transaction. Most of these instructions will be sent by facsimile to assure the timeliness of the operation. It is specifically provided that when a City security matures, or when a City security is purchased, funds will be transferred from or to the Combined Operating account, the Bond Funds account, or another account as directed by an Authorized City Representative. The Depository must give prompt notification to the City of any settlement problems, including securities delivered where the instructions do not match or where instructions have not been given to the Depository.

All securities must be perfected in the name of the City. All book entry securities owned by the City must be evidenced by a safekeeping receipt issued to the City. The original safekeeping receipt for each

transaction will be forwarded to the City.

## **ARTICLE 6**

### **General Provisions**

- 6.01 Automated Clearing House ("ACH") Membership.** The Depository must be a participating depository in the Southwestern Automated Clearing House Association to be able to deliver debit and credit payments for the following transactions: City employee payroll Account and Pre-authorized City Utility Customer Debits. Use of additional ACH transactions must be established in writing by an Authorized City Representative.

The Depository warrants that it is a participating financial institution in the Southwestern Automated Clearing House Association ("SWACHA") which provides facilities for the exchange of electronic funds transfers among its members and other automated clearing house associations within the United States by utilizing the capacities of the National Automated Clearing House Association ("NACHA"). The Depository acknowledges that it must comply with the rules, as may be amended, for the notification, posting, or transfer of funds by means of electronic credit transfer facilities. The Depository is required to comply with the procedures of the SWACHA and NACHA including, but not limited to, matters such as input format, data acceptance criteria, return item handling, adjusting entries, and dishonored entries.

- 6.02 Charging of Fees.** The Depository is authorized to charge the City accounts upon direct authorization by an Authorized City Representative for:

- (a) charge backs on correction of mathematical error, and
- (b) bank service fees owed to Depository, including Deficient Balances Before Services. Deficient Balances Before Services need to be reviewed on a quarterly basis for fee assessment.

The Depository or the City will not change the schedule of fees as listed on Exhibit C or in the Depository's response to City's RFA dated August 8, 2017 during the initial term of this Agreement or during any option year.

- 6.03 Confidentiality, Audits, and Inspections.** All information assembled by the Depository under this Agreement is to be kept confidential and not be made available to any individual or organization without the prior written approval of the City. At reasonable times during regular business hours, the Depository will make available for examination by the City, its duly authorized agent, accountant, or legal representative, pertinent copies of statements and debit and credit items supporting such statements, relating to the City's accounts.

- 6.04 Recalls, Debit Adjustments, and Other Adjustments.** The Depository is required to process recall or adjustment requests upon verbal authorization by an Authorized City Representative followed by written confirmation by the City if possible, but no later than four (4) working days after the request.

**6.05 Compliance with Law.** The Depository represents to have the expertise and personnel required and necessary to perform the services under this Agreement. The Depository acknowledges that it is fully qualified, authorized, and willing to comply under federal, state and local law to perform the services described in this Agreement.

**6.06 Indemnification.** The Depository fully indemnifies, saves, and holds harmless the City of Kingsville, its officers, employees, and agents against any and all liability, damage, account of personal injuries (including, without limitation on workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with:

- (a) the Depository's failure to fulfill any of the terms and conditions of this Agreement;
- (b) any violation by Depository of any applicable federal or state law, rules, or regulation resulting from any act or omission of the Depository or its agents and employees which caused a direct loss to the City under this Agreement.

The Depository may, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions, pay all charges of attorneys or other expenses of any kind arising from liability, damage, loss, claims, demands, and actions. This indemnification will not be construed to require indemnification of such injury, loss or damage which may be caused or arise from the negligence of the City, its officers, employees, and agents.

The City agrees to indemnify, save and hold harmless, defend or pay the defense cost of the Depository, its officers, agents, and employees from and against any and all lawsuits, claims, demands, liabilities, losses or expenses, including court costs, attorney and expert witness fees, from or arising out of negligence of the City under the terms of this Agreement or the City's failure to fulfill any of the terms and conditions of this Agreement.

**6.07 Term.** The term of this Agreement will be for three (3) years to begin on December 15, 2017 and expire on December 14, 2020 or until a successor Depository is appointed and qualified. The City may terminate the Agreement immediately for cause. The City may, by ninety (90) day written notice to Depository, terminate this Agreement during the remainder of the initial term and any option terms. Upon completion of the initial term, either party may elect to terminate any option term with 90 days prior written notice. Unless terminated, this Agreement will automatically renew for an additional one-year term. All service fees must be guaranteed for the initial term of the Agreement and any option year. All service fees are guaranteed for the entire term of the Agreement and any option year. Upon termination of this Agreement, all finished or unfinished documents, data, studies, or reports prepared by the Depository, at the option of the City, will be delivered to the City and become the property of the City.

**6.08 Duties After Termination.** All obligations of the parties made or incurred or existing under this Agreement as of the date of termination with respect to transactions initiated prior to the effective date of termination will survive such termination, including but not limited to, Depository's obligation to retain duplicates of transaction receipts and credit slips and any continuing obligation of the Depository with respect to charge backs. Upon termination of this Depository Services Agreement, all finished or

unfinished documents, data, studies, or reports prepared by the Depository, at the option of the City, will be delivered to the City and become the property of the City.

- 6.09 No Endorsement.** The Depository is not authorized to advertise or publish, without City's prior written consent, the fact that the City has entered into this Agreement will be construed as if such provision was not a part of this Agreement.
- 6.10 Notices.** Notices provided herein will be in writing and delivered to:

On behalf of the City:           City of Kingsville  
   Director of Finance  
   P.O. Box 1458  
   Kingsville, TX 78364

On behalf of the Depository: Kleberg First National Bank  
    P. O. Box 911  
    Kingsville, Texas 78364

- 6.11 Assignment.** This Agreement may not be assigned by any party without the prior written consent of the other party.
- 6.12 Force Majeure.** Neither party will be responsible for losses resulting if the fulfillment of any terms or provisions of this control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence, said party is unable to prevent.
- 6.13 Conflicts of Interest.** The Depository agrees to maintain current, updated disclosure of information on file with the Director of Finance throughout the term of this Agreement as may be required by the City Code of Ordinances or the City Charter.
- 6.14 Equal Employment Opportunity.** The Depository agrees that during the performance of this Agreement, it will:
- (a) treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap, and
  - (b) identify itself as an "Equal Opportunity Employer" in employment advertising or requests.

The Depository will be advised of any complaints filed with the City alleging that the Depository is not an Equal Opportunity Employer.

- 6.15 Entire Agreement.** This Agreement, the Depository's response to the City's RFA dated August 8, 2017, and all Addenda, as may be updated, constitute the entire agreement between the parties and will supersede all previous negotiations, commitments, and contracts. If any provisions of the Response and this Agreement are in conflict, this Agreement will control. The hierarchy of documents is in Section 6.20 below.

- 6.16 Governing Law and Venue.** To the extent this Agreement is not governed by applicable federal laws and regulations, this Agreement will be governed by and construed in accordance with laws of the State of Texas. Any suit brought in connection with this Agreement must be tried in Kleberg County, Texas.
- 6.17 Notification of Changes in Depository Laws.** The Depository must notify the City in writing within ten (10) days of any changes in federal or state regulations or laws that would thereafter affect the Depository Services Contract. The Depository must also notify the City of any services that become available to the City throughout the contract period.
- 6.18 Monthly Reports.** The Depository will provide to the City each quarterly CALL report (Schedule RC only) as well as any public information concerning changes in ownership, management or financial position of the Depository or its parent company.
- 6.19 Corporate Resolutions Not Required.** The depository will not require corporate resolution when an Authorized City Representative opens an account.
- 6.20 Hierarchy of Contract Documents.** The Depository Services Agreement, RFA amendments, RFA, and Depository's Application/Response will constitute the contract documents. Unless specifically referenced by an RFA amendment, all requirements, terms and conditions stated in the original RFA will apply. Any inconsistencies will be resolved in the following order:
- a. Depository Services Contract
  - b. RFA Amendment
  - c. RFA
  - d. Depository's Application/Response

## ARTICLE VII

### Other Financial Services

- 7.01 Credit Card Services.** The City desires to accept payment for goods or services, and to accept payments of any amounts owed to it, by means of MasterCard and Visa credit cards or other credit cards as approved by the City.
- 7.02 Discontinuation of Credit Card Services.** The City may require that the Depository provides credit card processing services to the City for the duration of this Agreement. It is specifically provided, however, that upon ninety (90) days prior written notice to Depository, the City may discontinue the use of credit card processing services without otherwise terminating this Agreement. Furthermore, if credit card processing services are discontinued for any reason, Depository and City will complete processing of credit card transactions initiated on or before the termination date.
- 7.03 Use of Credit Cards to Pay Debts Owed to City.** The City and the Depository specifically agree that payments will not be restricted to payments for goods or services. Rather, it is specifically agreed that MasterCard and Visa may be used by a Cardholder to pay any debt owed to the City (including any of its departments). Such debts would include, but not be limited to fines for traffic offenses, fines and penalties imposed in Kingsville Municipal Courts, and building permit fees. Charge slips for such

transactions will be treated in the same manner as charge slips for sales of goods or the provision of services.

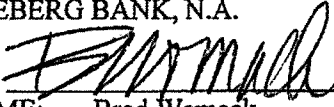
- 7.04 Credit Card Transaction Processing Equipment.** The Depository may be required to provide the City credit card transaction processing equipment. Such equipment may include magnetic strip swipe processing devices and manual key-punch processing devices. During the term of this Agreement, the City may request, and Depository will promptly provide, additional processing of the type requested by the City so that additional departments may be added to those which will accept credit card payments. Depository will be responsible for maintenance and repair of credit card processing equipment at its expense.
- 7.05 Compensation for Credit Card Processing Services.** The only compensation payable to Depository by City for credit card processing services will be the discount fees and data processing fees charged for each sales slip or transaction.
- 7.06 Texas Government Code, Chapter 2270.** Depository warrants and represents that it does not now, nor will it during the term of the Agreement, boycott Israel.

AGREED TO BY:

THE CITY OF KINGSVILLE

BY: \_\_\_\_\_  
 NAME: Jesús A. Garza  
 TITLE: City Manager  
 DATE: \_\_\_\_\_

KLEBERG BANK, N.A.

BY:   
 NAME: Brad Womack  
 TITLE: Executive Vice President  
 DATE: 11/30/2017

ATTEST:

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

APPROVED AS TO FORM:

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



**EXHIBIT A****PAYROLL CALENDAR FOR OCTOBER 2017 THROUGH SEPTEMBER 2018**

<b>Pay Period No.</b>	<b>Pay Day</b>
1	10/05/17
2	10/19/17
3	11/02/17
4	11/16/17
5	11/30/17
6	12/14/17
7	12/28/17
8	01/11/18
9	01/25/18
10	02/08/18
11	02/22/18
12	03/08/18
13	03/22/18
14	04/05/18
15	04/19/18
16	05/03/18
17	05/17/18
18	05/31/18
19	06/14/18
20	06/28/18
21	07/12/18
22	07/26/18
23	08/09/18
24	08/23/18
25	09/06/18
26	09/20/18

**EXHIBIT B**  
**DEPOSITORY BID SUMMARY**  
**For October 1, 2017 through September 30, 2020**

1. All funds deposited under this Agreement shall be operating funds, money market accounts, or certificate of deposits as outlined.
2. Monthly Service Charge: Both options are applicable to the services listed in Items 3 & 4 below.
  - a. Option #1: City will pay \$0.00 per month for all services as indicated in this Agreement. City will agree to maintain operating balances of \$1,500,00 or more.
  - b. Option #2: City will be charged based on the standard account analysis schedule as attached. However, all costs will be offset by an Earning Credit of 1.00%. The earnings credit will be applied to the average balance in City's aggregated operating accounts and used to offset any fees and charges.
3. Items included at no additional charge: processed items, such as credits, debits and ACH items, ACH origination, ACH Payroll processing, Remote Deposit Capture equipment, Remote Deposit Capture processing, Positive Pay services, monthly statements, stop-payment orders, domestic wire transfers, funds transfers, depository bags, cashier's checks, charge-backs, check orders, and balance inquiries.
4. Depository proposed the following services at the standard fees as disclosed by the Depository's current Commercial Fee Schedule in addition to the monthly service charge: International wire transfers, Lock Box services, and Merchant Services (credit/debit card processing).
5. Interest Rates on Deposits: Depository understands the needs of the City to operate its daily business with low cost accounts and transfer excess funds into higher yielding accounts. Depository has an offering to support this structure:
  - a. Operating Accounts: Despite their operating nature, Depository pays 0.05% on all operating funds. This rate is variable and subject to change based on market interest rate changes.
  - b. Excess Funds: Depository will pay based on the following criteria:
    - i. Money Market Accounts: The City is eligible for Depository's highest rate Money Market Account- currently paying 0.85%. This rate is variable and subject to change based on market interest rate changes.
    - ii. Certificates of Deposit: Rates will range from 0.25% up to 1.50%, depending upon term and amount. These rates are effective 8/07/2017 but are variable and subject to change based on market interest rate changes.
6. Interest is paid monthly on the average daily collected balance for each account. Should the combined average daily balance of all accounts be negative, the interest rate charged shall be the published Wall Street Journal Prime Floating Rate.
7. Depository is designated as the depository of the City, qualifies as such depository by pledging sufficient securities at the discretion of the depository, as required under the provisions of all applicable laws or statutes. Depository will honor the definitions as set forth in City's investment policy to adequately pledge securities for all deposited funds.

8. This Agreement applies to general and operating funds only. Proceeds of any bond sales are not covered and shall be considered separately.
9. Loans may be made to City at a variable interest rate to be the lowest published prime rate in the Wall Street Journal. Subject to final approval at the time of request and in accordance with applicable laws and standard bank loan approval policies.
10. All current Federal Regulations pertaining to deposit, interest rates, loan limits, etc., will apply.

**EXHIBIT C**  
**CITY OF KINGSVILLE**  
**Pricing Sheets**

<b>NO CHARGES FOR SERVICES TO CITY OF KINGSVILLE</b>			
DESCRIPTION OF SERVICE	ESTIMATED ANNUAL VOLUME (Completed by City)	UNIT PRICE (Completed by bank)	TOTAL ANNUAL SERVICE CHARGES
<b>DEPOSITORY SERVICES</b>			
Deposited Items	60,000		
Deposited Items – Corrections	20		
Account Maintenance	120		
Interim Statement	120		
Payroll Interim Statement			
Debits	12,360		
Credits	790		
Zero Balance Account Service – Master	1		
Zero Balance Account Service – Sub Accounts	2		
Zero Balance Transfers	470		
Return Items	228		
Ledger Overdraft Charge	52		
Internet Stop Payments	6		
<b>CASH VAULT SERVICES</b>			
Deposit Correction – Cash	10		
Commercial Deposit – Loose & Strapped Currency	\$3,511,440		
Coin Verification – Mixed Bag			
<b>GENERAL AUTOMATED CLEARING HOUSE (ACH)</b>			
Payroll (Bi-weekly)	26		
Return Item Notices – Fax Notification	5		
ACH Credits	860		
ACH Transmission	14		
ACH Credit - Cash Management	1,939		
Utilities			
Pre-Authorized Debits			
<b>CONTROLLED DISBURSEMENTS</b>			
Maintenance – 1 <sup>st</sup> Account			
Maintenance – 2 <sup>nd</sup> – 4 <sup>th</sup> Accounts			
Items Paid (4 Accounts)			
<b>WIRED TRANSFER</b>			
Manual Wire – Outgoing Nonrepetitive			
Auto Wire – Outgoing Repetitive			
Auto Wire – Outgoing Nonrepetitive	110		
Auto Wire – Book Repetitive			

DESCRIPTION OF SERVICE	ESTIMATED ANNUAL VOLUME (Completed By City)	UNIT PRICE (Completed by bank)	TOTAL ANNUAL SERVICE CHARGES
Auto Wire – Book Nonrepetitive			
Domestic Wire – Incoming	101		
<b>ACCOUNT RECONCILIATION</b>			
Full Reconciliation – 2 Accounts	2		
Payroll Checks	1		
A/P Checks	1		
Partial Reconciliation – 2 Accounts			
To be identified at later date			
To be identified at later date			
<b>INFORMATION SERVICES</b>			
Previous Day Balance (Ledger & Collected)	120		
Previous Day Activity Per Account Combined Operating	120		
Bond Funds			
Payroll	1		
Current Day Detail Item Combined Operating			
Clearing			
Previous Day Detail Item			
Terminal Stop Pay			
Terminal Stop Pay Inquiry – Cancel			
Current Day Maintenance			
<b>SAFE KEEPING &amp; SECURITIES CLEARING</b>			
Account Maintenance	9		
Safekeeping Fees			
Deposit – Withdrawal Fee			
Securities Clearance			
<b>MISCELLANEOUS</b>			
Cashier's Check			
Collateral – Minimum daily coverage for all City accounts	\$2,000,000		
On-Line Base Charge	4		
<b>TOTAL ANNUAL SERVICES CHARGES</b>			
<b>ONE TIME START UP COSTS</b>			
<b>TOTAL ANNUAL FIRST YEAR</b>			



**EXHIBIT G**  
**Attached to and made a part of the**  
**City of Kingsville Depository Services Agreement**

**AUTHORIZATION FOR DEPOSITORY ACCOUNTS**

As the duly appointed and authorized City Manager of the City of Kingsville, I designate the officers listed below as the Authorized City Representatives of the City of Kingsville.

The signatures below are the signatures of the Authorized City Representatives vested with full authority to sign and transact business for the City including, but not limited to, Account Transfers, open and close accounts, request reports, or authorize other signatories to specific bank accounts. The signatures of the officers subscribed below are true and genuine:

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

Jesús A. Garza, City Manager \_\_\_\_\_

Deborah Balli, Dir. of Finance \_\_\_\_\_

This Authorization for Depository Accounts is entered into in addition to and will not amend, modify, waive, or revoke any of the terms of the City of Kingsville Depository Agreement except as expressly provided herein. This authorization is entered into to facilitate the electronic transfer of funds or administration of the services to be provided pursuant to the City of Kingsville Depository Agreement. It is not intended to empower Authorized City Representatives to approve or accept amendments, waivers, or new provisions or terms to the Depository Agreement on behalf of the City of Kingsville. Authorized City Representatives remain authorized until the Depository receives written notification revoking authorization.

**THIS AUTHORIZATION FOR DEPOSITORY ACCOUNTS** is effective this \_\_\_\_ day of \_\_\_\_\_, 2017  
and revokes all previous authorizations.

**ATTEST:**

**CITY OF KINGSVILLE**

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

By \_\_\_\_\_  
Jesús A. Garza, City Manager

# **AGENDA ITEM #14**



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

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**TO:** -Mayor and City Commissioners

**CC:** Jesus A. Garza, City Manager

**FROM:** Tom Ginter, Director

**DATE:** April 29, 2016

**SUBJECT:** Special Use permit request from Paul Espinoza to operate legal poker card house at 620 E. King (620 E. King is the address for the strip center)

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**Summary:** I realize that you have been through this before. Paul Espinoza is requesting a special use permit to operate a legal poker card house in one on the units located at 620 E. King. Specifically the unit is where Stacy's Fro Yo was located. We utilized 620 E. King when we did the notification for the 200 foot buffer.

**Background:** Mr. Espinoza is working off of the same business model that Mr. Dominguez stated to you last meeting. His hours of operation would be 5pm to 2am, 3 to 4 tables, 3 to 8 employees with security present. I understand that the property owner Haleigh Rentals is aware of the request.

**Financial Impact:** Hard to determine only for that there would be a tenant in a vacant spot right now.

**Recommendation:** The Planning and Zoning Commission recommended approval of the request with a 4 to 0 vote.



**CITY OF KINGSVILLE  
PLANNING AND ZONING DIVISION  
MASTER APPLICATION**

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

Project Address 619 East King Nearest Intersection \_\_\_\_\_

(Proposed) Subdivision Name \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_

Legal Description: \_\_\_\_\_

Existing Zoning Designation M2 Future Land Use Plan Designation \_\_\_\_\_

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

Applicant/Authorized Agent Paul Espinoza Phone 361-720-5862 FAX \_\_\_\_\_

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

Mailing Address 2511 golf course Road City Kingsville State TX Zip 78363

Property Owner Don HAGGERTON Phone 361-522-9222 FAX \_\_\_\_\_

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

Mailing Address 2511 golf course Road 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	\$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:

Will be looking into opening a card club here in Kingsville. An atmosphere to relax and play Texas hold em. We will also have membership. A quite respected club to view your sports games, as well as an atmosphere along with interacting with other players.

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 [Signature] Date: 10-10-17

Property Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by: S. Resendez Date: \_\_\_\_\_

HALEIGH RENTALS LLC  
218 S 14<sup>TH</sup> ST  
KINGSVILLE, TX 78363  
#12128

MICHAEL J KRUEGER  
PO BOX 1538  
KINGSVILLE, TX 78364-1538  
#15343

VICKI LYNN STUBBLEFIELD  
PO BOX 1485  
BUDA, TX 78610-1485  
#17632

IQBAL ZOHAI CHARANIA  
DBA SPICE STATION FOOD MART  
1520 WILDWOOD TRL  
KINGSVILLE, TX 78363  
#21510

KLEBERG COUNTY  
PO BOX 72  
KINGSVILLE, TX 78364-0072  
#18831

KLEBERG COUNTY  
PO BOX 72  
KINGSVILLE, TX 78364-0072  
#11181

LB WASH INVESTMENTS  
LLC  
3194 FM 1694  
ROBSTOWN, TX 78380-5754  
#16514

MOLINA ENRIQUE  
SYLVIA MOLINA  
PO BOX 1452  
KINGSVILLE, TX 78364  
#25622

KINGSVILLE CHAMBER OF  
COMMERCE INC  
PO BOX 1030  
KINGSVILLE, TX 78364-1030  
#11082

DONALD R TRANT JR  
ETAL  
701 E KING AVE  
KINGSVILLE, TX 78363-5782  
#23114

R & L LOZANO LEASING LTD  
209 N CAGE  
PHARR, TX 78577  
#24642

	R1	R2	R3	R4	MH	C1	C2	C3	C4	I1	I2	A <sub>g</sub>
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
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

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							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		

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.

X 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.

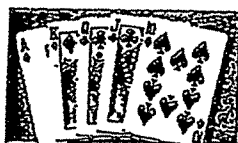
Dwelling, above business. A dwelling unit located on or above the second floor, from ground level, over a business establishment.



## 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 ETN Poker. Spokeswoman Carla Berlin

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.

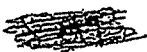
"I believe we're doing it the right way," he said, adding that what happens is not up to him.

"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*



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.

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LEAVE A COMMENT ()



#### **PUBLIC HEARING NOTICE**

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, November 15, 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:

**Paul Espinoza, authorized agent, Haleigh Rentals LLC, property owner, requesting a Special Use Permit for a rental space at 6<sup>th</sup>, BLOCK 17, LOT 17-24 also known as 620 E King Ave, Kingsville, Texas 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**

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# Business and Agriculture

Sunday, October 29, 2017

Kingsville Record and Bishop News

11A

## Kleberg-Kenedy SWCD sponsors poster, essay contest

School is in full session in Kleberg and Kenedy counties, which means the Kleberg-Kenedy Soil and Water Conservation District Board of Directors is sponsoring the poster and essay contest for 2018 in the local schools.

Robert Schmidt  
NRCS District Conservationist

Children 12 years and under are eligible for the poster contest and 18 years and under for the essay contest. This is an open contest to boys and girls and does not jeopardize Texas University Interscholastic League eligibility.

"With conservation education a high priority within the district, the board looks forward to working with the schools in partnership with the local Natural Resources Conservation Service staff," John Prukop, chairman of the

board said. "Our district office has the information concerning the contest and Linda Muguerza, district administrator, has just gotten the information out to the schools that are interested."

"Any schools in Kleberg and Kenedy Counties that are interested should contact the district office at 100 E. Kleberg Ave., Ste. 207 or call at (361) 592-0309, ext. 3 in Kingsville."

The essay contest theme for the 2018 is "Healthy Soils are Full of Life." The students should write their essay about soil and water conservation practices and make it interesting to the reader so that the reader can understand the essay.

Also make sure the ideas are clear and easy to read. Write about your ideas in detail so that the reader understands what you are saying. Of course, correct spelling, capitalization, punctuation, grammar and sentences are a must. More information on the

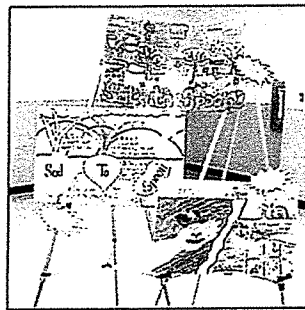
poster and essay contests can be obtained at <http://www.nacnet.org/general-resources/stewardship-and-education-materials/2017-healthy-soils>.

Maximum of 300 words is allowable in preparation of the essays for children 13 and under and maximum of 500 for children 14 to 18.

"This is the 12th year that the essay contest has been split up between the age groups," Vern Crocker, director on the board said. "Splitting the age groups helps in fairness for those participating."

The posters for the 2018 contest will also be based on the theme of "Healthy Soils are Full of Life."

It can take up to 1,000 years to form one inch of topsoil. One tablespoon of soil has more organisms in it than there are people on earth. There are thousands of different types of soil across the world, which includes 70,000 in the U.S. alone. Soils act as a filter for underground water,



Award-winning posters of the past. (Submitted photo)

filtering out pollutants. Soil is the bottom of the food chain, yet it is the cornerstone of life on earth.

Taking good care of our soil will ensure that we have the soil to produce the food, clothes and many other things so that we may live on this earth.

Healthy soils mean that nutritious and plentiful

supply of good food can be produced to maintain us.

The top five students in the poster and essay contests in the junior and senior divisions will be recognized at the annual awards banquet, usually held in February of each year, Ernest Bippert Jr., secretary of the local

SWCD board in Kingsville said. "By participating in the contest, students learn the importance of soil and water conservation and the protection of our natural resources."

Again, the district has available the rainfall simulator, which educates students on the importance of protecting soils.

The local NRCS staff can schedule times to go out to the schools if they are interested. Students have done very well in the area awards contest and the state contest in the past. The district thanks all the schools for participating in the past and looks forward to this year's participants. The district also has its 2017 annual report for anyone interested in picking one up.

For more information on the poster and essay contest or conservation in general, contact the district office in Kingsville at (361) 592-0309, ext. 3 or come by the office at 100 E. Kleberg Ave., Suite 207.

## Bishop Chamber hosts ribbon cutting for new restaurant



The Bishop Chamber of Commerce hosted a ribbon cutting and grand opening for a new restaurant in Bishop on Friday, Oct. 20. Taqueria Los Mariachis No. 2 is located at 600 U.S. Hwy. 77 Bypass on the south side of town. The business is owned by Joel and Ruth Lopez and is open Monday through Saturday from 5 a.m. to 9 p.m. and Sunday from 5 a.m. to 3 p.m. (Submitted photo)

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The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, November 15, 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:

Silvia Aparicio, EVP, authorized agent, 1st Community Bank, property owner, requesting a rezone at 6th, BLOCK 3, LOT 1, 2 also known as 801 E. Alice Ave, Kingsville, Texas from R1 (Single 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

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• November 12-13  
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**Cattlemen's Top Cut**

**REPLACEMENT FEMALE SALE**  
November 11  
12 Noon

Mid-Ten Livestock Auction, LLC (4 mi. east of Kingsville, TX on Hwy 90)  
1200 Head of Quality Replacement Females •  
Including Pure, Bred Cows, Bred & Open Heifers  
Only the best quality screened commercial cattle offered.  
Complete list of all sale cattle posted on Nov 2nd at:  
[www.johnsoncattleauction.com](http://www.johnsoncattleauction.com)

For more information contact: Tom Johnson, [tom@johnsoncattle.com](mailto:tom@johnsoncattle.com)  
J. JOHNSON

**ORDINANCE NO. 2017-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR A SPACE AT 620 E. KING AVENUE, ALSO KNOWN AS 6<sup>th</sup> ADDITION, BLOCK 17, LOTS 17-24, 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 Paul Espinoza, for property owner Don Haggerton, 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 15, 2017, during a meeting of the Planning Commission, and on Monday, November 27, 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 4-0 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 in a rental unit on the premises known as 620 E. King Avenue, also known as 6<sup>th</sup> Addition, Block 17, Lots 17-24, 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 a private poker card club. (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 27th day of November, 2017.

**PASSED AND APPROVED** on this the 11th day of December, 2017.

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



**THE CITY OF KINGSVILLE**

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

**ATTEST:**

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


**APPROVED AS TO FORM:**

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

# 620 E King Ave (PROPID: 18406)



Document Path: N:\Engineering\GIS Tech\MAPSWAP\_DOCUMENTS\Arc\_City\_Base\_Map\_8.5x11.mxd

Page 1/1	Drawn By: Engineering Department	<b>DISCLAIMER</b> 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.	 <b>CITY OF KINGSVILLE</b> <b>ENGINEERING DEPARTMENT</b> 400 W King Ave Kingsville, Texas 78363 Office: 361-595-8007 Fax: 361-595-8064
	Last Update: 10/26/2017		
	Note:		

# **AGENDA ITEM #15**

# **AGENDA ITEM #16**

# **AGENDA ITEM #17**

**City of Kingsville  
Purchasing Department**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Charlie Sosa Purchasing Manager  
DATE: December 4, 2017  
SUBJECT: Annual Electrical Services Contract

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**Summary:**

This item authorizes the City to enter into a contract with Mia Electrical Services, for the Annual Electrical Services Contract for the City of Kingsville.

**Background:**

We published a Request for Qualifications #17-18 in the newspaper on September 17, 2017 and September 24, 2017. Request for Applications were accepted until 2:00 PM on October 3, 2017. Two responses were received from Mia Electric Kingsville TX., and TJ Electric Falfurrias TX. Staff reviewed RFA #17-18 and found the information received to be responsive for Mia Electric. TJ electric did not use proper bid forms provided by the Bid 17-18 therefore non-responsive to the bid.

**Financial Impact:**

None at this time.

**Recommendation:**

It is recommendation the City enter into a contract with Mia Electric Kingsville, Texas for the Annual Electrical Services Contract for the City of Kingsville, as per staff recommendation.



**RESOLUTION #2017-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MIA ELECTRICAL SERVICES FOR ANNUAL ELECTRICAL SERVICES FOR THE CITY OF KINGSVILLE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville has a need for minor electrical services on a recurring basis each year;

**WHEREAS**, the City went out for public bids on annual electrical services RFP#17-18 in September 2017 and received one responsive bid;

**WHEREAS**, on November 27, 2017, the City Commission awarded RFP #17-18 for Electrical Services to Mia Electrical Services and authorized staff to negotiate a contract with them;

**WHEREAS**, staff and Mia Electrical Services have negotiated a contract and staff believes it to be in the best interest of the City of Kingsville to enter into an Electrical Services Contract with this vendor;

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to execute the Electrical Services Contract with Mia Electrical Services 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 11th day of December, 2017.

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Sam R. Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## CONTRACT

THIS AGREEMENT made this 11<sup>th</sup> day of December, 2017 by and between Mia Electrical Services hereinafter called the CONTRACTOR, and the City of Kingsville, hereinafter called the OWNER or CITY.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named agree as follows:

**Article 1 - Scope of Work:** The Contractor shall furnish all the materials and perform all the work called for in the Contract Documents on a multi-project basis via work-orders using the unit prices provided by bidder as requested and described in the Specifications entitled:

### **BID NO 17-18 Annual Electrical Services**

**Article 2 - Time of Completion:** The Contractor shall begin work at the job site within fourteen (14) days after the date of the Notice to Proceed issued by the Owner's Representative for each project. The work to be performed under this contract shall be completed in sixty (60) consecutive calendar days plus any extended days approved by the Owner's Representative in accordance with the Specifications. For each calendar day that any work is not completed after the expiration of the time, as calculated fourteen (14) days from the date of the Notice to Proceed plus consecutive calendar days stated above plus approved extended days, the sum of Two Hundred Dollars (\$200.00), per calendar day, will be deducted from the money due or to become due the Contractor for that project, not as a penalty, but as liquidated damages and added for administration.

**Article 3 - The Contract Sum:** The Owner shall pay for the performance of the Contract, subject to additions and deductions provided therein, based on the unit prices provided in the bid response and the work performed for each project authorized by the Owner.

**Article 4 - Partial Payment:** Owner shall make progress payments as approved by the Owner's Representative.

**Article 5 - Acceptance and Final Payment:** Final payment shall be due on acceptance of the work for each project, provided the Contract has been completed as provided in the General Conditions.

Before issuance of the final payment on a project, the Contractor shall submit evidence, satisfactory to the City of Kingsville that all payrolls, material bills, subcontractors and other indebtedness connected with the work have been paid in full. **Failure to provide this documentation within ninety (90) calendar days of final acceptance of each project will result in the contractor forfeiting the entire 10% retainage payment of the contract for that project.**

**Article 6 - The Contract Documents:** The Specifications, Proposal, and Instructions to Bidders, together with this Agreement, form the Contract Documents and they are as fully a part of the Contract Documents as if hereto attached or herein repeated.

IN WITNESS WHEREOF, the parties to these present have executed this Contract in the year and day first above mentioned.

CITY OF KINGSVILLE  
**OWNER**

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

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

Mia Electrical Services  
**CONTRACTOR**

JOB  
(Signature)

Jose O. Andrade  
Printed or Typed Name

Owner  
Title

P.O. Box 701  
Mailing Address

Kingsville, Tx 78364  
City, State & Zip

# **AGENDA ITEM #18**

**City of Kingsville  
Purchasing Department**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Charlie Sosa, Purchasing Manager  
DATE: December 4, 2017  
SUBJECT: Emergency Disaster Response Agreement

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**Summary:** This item authorizes the City to enter into a Professional Service Agreement with Garner Environmental Service, Inc. for the Emergency Disaster Response Agreement for the City of Kingsville. The Emergency Disaster Response Agreement will cover all emergency services and equipment needed during an emergency.

**Background:** Garner Emergency Response Company is a registered GSA Contractor Contract Number GS-07F-0403X as has met all requirements for City under 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 service." Therefore, competitive bidding statutes have been met.

**Financial Impact:**  
No Financial Impact

**Recommendation:**

It is recommended that the City enter into an Emergency Disaster Response Agreement with Garner Environmental Service, Inc., 1717 W. 13<sup>th</sup> St. Deer Park, Texas for the Emergency Disaster Response Services of the City of Kingsville, as per staff recommendation.



**RESOLUTION #2017-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN EMERGENCY DISASTER RESPONSE AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND GARNER ENVIRONMENTAL SERVICES, INC. FOR EMERGENCY DISASTER RESPONSE SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville desires to have an outside firm available to assist with emergency disaster response services in the event they are needed;

**WHEREAS**, Garner Environmental Services, Inc. (Garner) is a vendor for such services under General Services Administration (GSA) Contract Number GS-07F—0403X, which satisfies state procurement law;

**WHEREAS**, the City and Garner have worked to prepare an Agreement for Emergency Disaster Response Services.

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

I.

**THAT** the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Emergency Disaster Response Agreement between the City of Kingsville, Texas and Garner Environmental Services, Inc. for emergency disaster response services 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 \_\_\_\_\_ 11th day of \_\_\_\_\_ December \_\_\_\_\_, 2017.

---

Sam R. Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney



# EMERGENCY DISASTER RESPONSE AGREEMENT

No.: 18-06

THIS **DISASTER RESPONSE AGREEMENT** (this "Agreement") is entered into by and between Garner Environmental Services, Inc. (the "Contractor") and City of Kingsville, a Texas home-rule municipal corporation or political subdivision (the "Agency") effective for all purposes upon execution by the Authorized Representative of the Agency.

WHEREAS Contractor has proposed to provide EMERGENCY DISASTER RESPONSE SERVICES in compliance with **General Services Administration (GSA) Federal Supply Schedule 84, Emergency / Disaster Response, Contract Number GS-07F- 0403X, the Robert T. Stafford Act 08/2016 Amended** and the terms and conditions of this RESPONSE AGREEMENT, including the insurance requirements incorporated by reference and attached hereto as Exhibit A; and

WHEREAS the Agency has determined the Contractor to be a GSA Contractor;

NOW, THEREFORE, Contractor and the Agency enter into this Agreement and agree as follows:

**1. Services.** Contractor will provide **EMERGENCY DISASTER RESPONSE SERVICES** in compliance with GSA Contract Number GS-07F-0403X and the terms and conditions of this SERVICE AGREEMENT, including the insurance requirements incorporated by reference and attached hereto as Exhibit A; and

**2. Pricing for Services.** The Agency agrees to pay the Contractor in compliance with the pricing established in GSA Contract Number GS-07F-0403X, incorporated herein as Exhibit B. The Contractor may adjust pricing pursuant to the GSA Contract Number GS-07F-0403X as approved and published on-line at GSA Advantage, incorporated herein as Exhibit B.

**3. Open Market Items / Services.** Open Market Items / Services are defined as Items or Services that are not included in the GSA Contract Number GS-07F-0403X Rate Schedule. These Items / Services are to be provided to the Agency on an as requested basis with a 15% Administrative Handling Fee assessed. Invoicing of these Items / Services will include the original invoice sent to GESI by the Vendor. Open Market / Services Items that fall under the Federal Travel Regulations such as Airfare, Per Diem and Rental Cars will not be subject to the Administrative Handling Fee.

**4. Term.** This Agreement commences on the date signed by the last signatory hereto and shall continue through March 31, 2021.

**5. Contract Administrator.** The Contract Administrator designated by the Agency is responsible for approval of all phases of performance and operations under this Agreement. All of Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the **Authorized Representative of the Agency.**

**6. Independent Contractor.** Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of Contractor be considered an employee of the Agency.

**7. Insurance.** Before activities can begin under this Agreement, Contractor's insurance company(ies) must deliver a Certificate of Insurance, as proof of the required insurance coverages to the Contract Administrator. Additionally, the Certificate must state that the **Contract Administrator** will be given written notice of cancellation, material change in the coverages, or intent not to renew any of the policies in accordance with policy provisions. The Agency must be named as an Additional Insured. The Agency Attorney must be allowed to inspect all insurance policies within fifteen (15) days of the Agency's written request. Insurance requirements are incorporated herein as Exhibit A.

**8. Assignment.** No assignment of this Agreement or any right or interest therein by Contractor is effective unless the Agency first gives its written consent to such assignment. The performance of this Agreement by Contractor is of the essence of this Agreement and the Agency's right to withhold consent to such assignment is within the sole discretion of the Agency.

**9. Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the Agency, which fiscal year ends on September 30 annually, is subject to appropriations and budget approval providing for such contract item as an expenditure in that budget. The Agency does not represent that the budget item for this agreement will be actually adopted, since that determination is within the sole discretion of the Agency at the time of adoption of each budget.

**10. Waiver.** No waiver of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

**11. Compliance with Laws.** This Agreement is subject to all applicable federal, state and local laws, rules and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas.

**12. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, Contractor must obtain prior written approval from the Contract Administrator. In using subcontractors, Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

**13. Amendments.** This Agreement may be amended only by a written agreement signed by the duly authorized representatives of the parties hereto.

**14. Termination.** The Agency may terminate this Agreement for Contractor's failure to perform the services specified herein. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give Contractor at least 5 work-days' advance written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the Agency may terminate this Agreement immediately thereafter.



Alternatively, the Agency may terminate this Agreement, with or without cause, upon twenty (20) days' advance written notice to Contractor. However, the Agency may terminate this Agreement on 24-hours' advance written notice to Contractor for failure to pay or provide proof of payment of taxes as set out in Section 13 of this Agreement.

**15. Taxes.** Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other related taxes according to Circular E Employer's Tax Guide, publication 15, as it may be amended. Contractor must provide proof of payment of these taxes within thirty (30) days after Agency's written request therefore. Failure to pay or provide proof of payment is grounds for the Agency to terminate this Agreement after providing 24 hours' advance written notice to Contractor.

**16. Drug Policy.** Contractor must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the Agency's policy.

**17. Violence Policy.** Contractor must adopt a Violence in the Workplace policy that substantially conforms to the Agency's policy.

**18. Notice.** Notice may be given by fax, hand-delivery or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after deposit in the U.S. Mail, if sent certified mail. Notice shall be sent as follows:

IF TO THE AGENCY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF TO CONTRACTOR:

Contractor Name:        Garner Environmental Services, Inc.  
Contact Person:        David Hovde or Kenny Hayes  
Address:                1717 W. 13<sup>th</sup>. St.  
City, State, Zip:        Deer Park, TX 77536

**19. Month-to-Month Extension.** If the Agency has not awarded a new DISASTER RESPONSE SERVICES contract upon the expiration of this Agreement, then Contractor must continue to provide services under this Agreement, at its then-current fee under the term of this Agreement, on a month-to-month basis for up to six months. This Agreement automatically expires on the effective date of a new contract; the Contract Administrator will provide written notice of the effective date of the new contract to Contractor.

**20. Indemnification.** *CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE Agency AND ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITEES) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, WHEN THE INJURIES, DEATH OR DAMAGES ARE CAUSED BY THE NEGLIGENCE, WILLFUL ACT OR OMISSION OF CONTRACTOR. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL SUCH CLAIMS AND DEMANDS, ATTEND TO THEIR*

*SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEY AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS.*

**21. Severability.** Each provision of the Agreement shall be considered to be severable act , if, for any reason, any such provision or any part thereof, is determined to be invalid act contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

Signature Page

# EXHIBIT A

## INSURANCE REQUIREMENTS

### I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor shall not commence work under this agreement until all insurance required herein has been obtained and approved by the Agency's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Contractor shall furnish to the Risk Manager or designee two (2) copies of Certificates of Insurance and applicable policy endorsement(s), showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The Agency must be named as an additional insured for the General Liability policy, and a blanket waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day written notice of cancellation, non-renewal, material change or termination and a 10-day written notice of cancellation for non-payment is required on all certificates, subject to actual policy provisions	Bodily Injury and Property Damage
COMMERCIAL GENERAL LIABILITY including:  1. Commercial Form 2. Premises-Operations 3. Products/ Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Contractors 7. Personal Injury	\$1,000,000 Per Occurrence
AUTOMOBILE LIABILITY-OWNED, NON-OWNED OR RENTED	\$1,000,000 COMBINED SINGLE LIMIT
WORKERS' COMPENSATION	WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND SECTION II OF THIS EXHIBIT
EMPLOYERS' LIABILITY	\$500,000

- C. In the event of accidents of any kind, Contractor shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

### II. ADDITIONAL REQUIREMENTS

- A. Contractor must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. If workers' compensation coverage is not

**written in accordance with Texas law, "All Other States" endorsement must be indicated on the certificate of insurance.**

B. Contractor's financial integrity is of interest to the Agency, therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the Agency, Contractor shall obtain and maintain in full force and effect for the duration of this agreement and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.

C. The Agency shall be entitled, upon request and without expense, to inspect copies of the policies and receive copies of declarations page and all endorsements thereto as they apply to the limits required by the Agency. All notices under this Article shall be given to Agency at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**

- Name the Agency and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Agency, with the exception of the workers' compensation policy to the extent of the obligations assumed by Contractor in connection with Contractor's operations;
- Provide for an endorsement that the "other insurance" clause shall not apply to the Agency where the Agency is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the Agency to the extent of the obligations assumed by Contractor in connection with Contractor's operations; and
- Provide thirty (30) calendar days advance written notice directly to the Agency of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium, subject to actual policy provisions.

E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to the Agency. The Agency shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this agreement.

F. In addition to any other remedies the Agency may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Agency shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor

hereunder until Contractor demonstrates compliance with the requirements hereof.

- E. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- F. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the Agency for liability arising out of operations under this agreement to the extent of the obligations assumed by Contractor in connection with Contractor's operations.
- G. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

# **AGENDA ITEM #19**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: December 4, 2017

SUBJECT: Acceptance of Donation from Kingsville Area Educators Federal Credit Union

---

**Summary:**

The police department is requesting approval for the acceptance of a monetary donation to be used to purchase tourniquets.

**Background:**

Our KPD officers have been providing information to some of our local banks and credit unions with regards to crime prevention. The Kingsville Area Educators Federal Credit Union has donated \$500.00 to the Kingsville Police Department to show their appreciation for the assistance provided by the officers. They have requested that these funds be spent on equipment for the officers of the department.

**Financial Impact:**

The equipment consists of SOFTT WIDE tourniquets. We will purchase as many as we can until we have a minimum of 2 tourniquets per authorized police officer position of the department.

Total Expenditures would be \$500.00

**Recommendation:**

We request that the donation be accepted to pay for the SOFTT WIDE tourniquets.



## **AGENDA ITEM #20**



**City of Kingsville  
Police Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: December 4, 2017

SUBJECT: Acceptance of Donation from Kingsville Area Educators Federal Credit Union

---

**Summary:**

The police department is requesting approval for the acceptance of a monetary donation to be used to purchase tourniquets.

**Background:**

Our KPD officers have been providing information to some of our local banks and credit unions with regards to crime prevention. The Kingsville Area Educators Federal Credit Union has donated \$500.00 to the Kingsville Police Department to show their appreciation for the assistance provided by the officers. They have requested that these funds be spent on equipment for the officers of the department.

**Financial Impact:**

The equipment consists of SOFTT WIDE tourniquets. We will purchase as many as we can until we have a minimum of 2 tourniquets per authorized police officer position of the department.

Total Expenditures would be \$500.00

**Recommendation:**

We request that the donation be accepted to pay for the SOFTT WIDE tourniquets.



**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-18 BUDGET TO ACCEPT AND EXPEND A POLICE DONATION FROM THE KINGSVILLE AREA EDUCATORS FEDERAL CREDIT UNION.**

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

I.

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

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<b>Revenues</b>					
4-0000		Donations	72030	\$ 500	
<b>Expenses</b>					
5-2105	PD	Medical Supplies	22400	\$ 500	

[To amend the City of Kingsville FY 17-18 General Fund Budget to accept and expend a donation from the Kingsville Area Educators Federal Credit Union to assist in the purchase of officer tourniquet kits as per the attached memo from the Chief of Police.]

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 11<sup>th</sup> day of December, 2017.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #21**

**City of Kingsville  
Finance Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Director of Finance

DATE: December 1, 2017

SUBJECT: Budget Amendment-Municipal Building Renovations

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**Summary:**

This item authorizes the approval of a budget amendment to reallocate funds to the Municipal Building renovation budget in UF Capital Projects Fund 054-5-6201-71300 Building.

**Background:**

Construction costs and furniture estimates show additional funds will be needed to complete the Municipal Building renovation project. The following transfers are proposed in the attached budget amendment.

- CO Series 2011-Utility Fund to Utility Fund Capital Projects
  - \$95,580 from 066-5-6002-72025 Water Well #25 to 054-5-6201-71300 Building.
- Insurance Claim Recovery Fund to Utility Fund Capital Projects
  - \$120,000 from 096-2-61002 Restricted-Insurance Claim Recovery to 054-5-6201-71300 Building.

**Financial Impact:**

A total of \$215,580 will be added to the Municipal Building Renovation Project line item 054-5-6201-71300 Building. This amendment will have no effect on the budgeted Utility Fund Balance. The proposed funds are left over funds from other projects that have been completed and no longer needed for the original purpose.

**Recommendation:**

Staff recommends authorization of this budget amendment to complete this capital project.



**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET FOR THE RENOVATION OF THE MUNICIPAL BUILDING.**

**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
<b>Fund 054 UF Capital Projects</b>					
<b>Revenues</b>					
4-0000		Transfer From Fund 066	75066	\$ 95,580	
4-0000		Transfer From Fund 096	75096	\$ 120,000	
<b>Expenses</b>					
5-6201		Building	71300	\$ 215,580	
<b>Fund 066 CO Series 2011-Utility</b>					
<b>Expenses</b>					
5-6002	Water Production	Water Well #25	72025		\$ 95,580
5-6900	Fund Trsfrs	Transfer to Fund 054	80054	\$ 95,580	
<b>Fund 096 Insurance Claim Recovery Fund</b>					
<b>Equity</b>					
2		Restricted-Insurance Claim Recovery	61002		\$ 120,000
<b>Expenses</b>					
5-6900	Fund Trsfrs	Transfer to Fund 054	80054	\$ 120,000	

[To amend the City of Kingsville FY 17-18 Budget for Municipal Building renovations 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 11<sup>th</sup> day of December, 2017.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2017.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #22**



**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, December 11, 2017

SUBJECT: Bid#17-17 Santa Gertrudis Avenue Street Improvements Change Order #2

---

**Summary:**

This item is to request approval of a change order for Bid 17-17 Santa Gertrudis Avenue Street Improvements in the amount of \$9,766.10 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. Since then, one change order has been approved by Commission to extend the limits of construction from Tranquitas Creek bridge to 14<sup>th</sup> Street. This change order will be the second and last change order and it will cover the cost to reconstruct 3 additional turn-outs which are in poor condition. The turn-outs included are the south turn-out on 10<sup>th</sup> street, the north turn-out on 11<sup>th</sup> street and the north turn-out on 13<sup>th</sup> street.

**Financial Impact:**

The financial impact will be an amount of \$9,766.10. Funding is available through account 092-5-3050-52100 Street and Bridge.

**Recommendation:**

Staff recommends authorization of the change order in the amount of \$9,766.10 to include the reconstruction of turn-outs that are in poor condition.





## Construction Contract Change Order

Owner: City of Kingsville  
Contract: Bid 17-17 Santa Gertrudis Avenue Street Improvements Change Order No: 2

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	6,585	TON	\$34.00	936	\$31,824.00
A-3	PRIME COAT (MC-30)	1,955	2,285	GAL	\$5.40	330	\$1,782.00
A-4	SINGLE COURSE SEAL (AC-5)	3,259	3,838	GAL	\$8.00	579	\$4,632.00
A-5	SINGLE COURSE SEAL (#4 GR. GRAVEL)	143	178	TON	\$220.00	35	\$7,700.00
A-6	2" HMAC PAVEMENT (TY D)	1,434	1,685	TON	\$155.00	251	\$38,905.00
A-13	ROAD EXCAVATION/DEMOLITION	13,036	15,141	SY	\$4.00	2,105	\$8,420.00
B-1	GEO-GRID BASE REINFORCEMENT	13,036	15,141	SY	\$1.10	2,105	\$2,315.50

Contract Change Sub-Total: \$95,578.50

### Change Order Summary

Original Contract Price:	<u>\$656,917.60</u>	Original Contract End Date:	<u>3/18/2018</u>
Net Previous Change Order(s):	<u>\$85,812.40</u>	Net Change of Previous Change Orders (days):	<u>0</u>
This Net Change Order:	<u>\$9,766.10</u>	Increase/Decrease of this Change Order (days)	<u>0</u>
New Contract Price:	<u>\$752,496.10</u>	Change Order Contract End Date	<u>3/18/2018</u>
Cumulative % Change:	<u>14.550%</u>		

**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	

# **AGENDA ITEM #23**

**City of Kingsville**  
**Parks and Recreation Department**

---

TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Jason Alfaro, Parks & Recreation Director  
DATE: November 30, 2017  
SUBJECT: Paddle EZ contract for kayak rental services at Dick Kleberg Park

---

**Summary:**

This item authorizes the City to enter into a contract with Paddle EZ LLC, for kayak and paddleboard services to be located near the pier at Dick Kleberg Park Lake.

**Back Ground:**

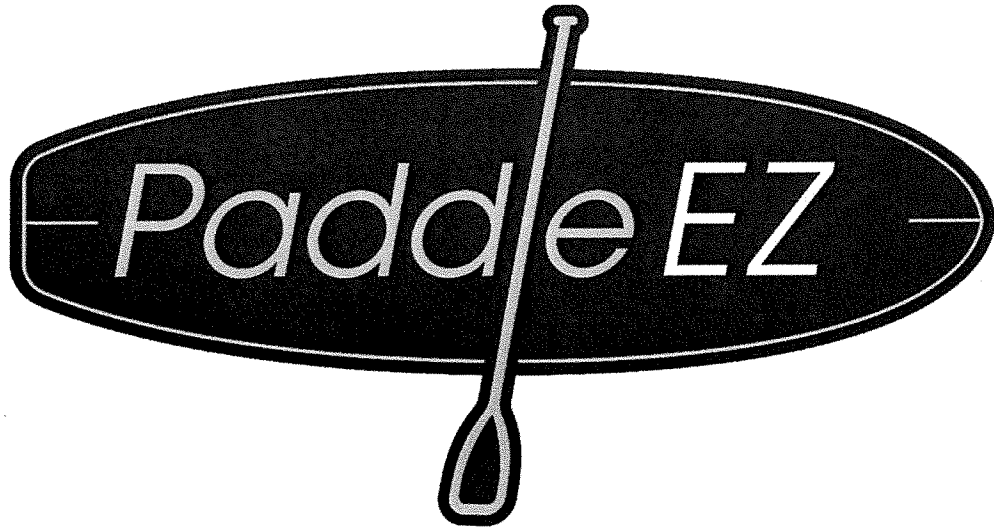
Paddle EZ is based out of the Austin area and has multiple contracts with state agencies and municipalities throughout Texas. They currently have rental equipment located at the lake Corpus Christi State Park. Paddle EZ provides kayak and paddleboard rentals for customers by utilizing smart lockers and smartphone technology, without the need for dedicated employees.

**Impact:**

There is no financial impact to the city for these services. Parks staff would routinely check that the locks are secure and the life jackets are in the secure boxes. Staff time would be dedicated to this procedure less than one hour per week. Depending on the amount of people that utilize this amenity, the city would receive 5%-12% of the revenue.

**Recommendation:**

Staff recommends the city commission authorize the city manager to enter into an agreement for kayak services with Paddle EZ LLC, for an initial term of 3 years, per the contract agreement.



**Concession Proposal for Kayak Rental**

Created for Kingsville Parks and Rec

6/30/2017

Scott Koester

Founder & CEO

[Scott@PaddleEZ.com](mailto:Scott@PaddleEZ.com)

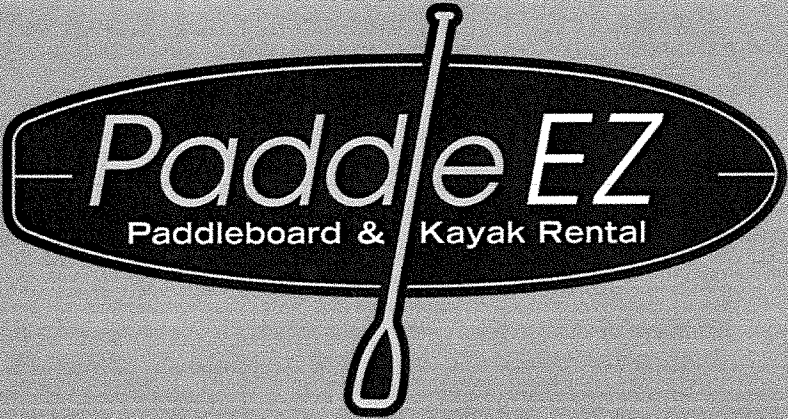
512-633-2628

## Company Background:

Paddle EZ partners with state and municipal parks to provide kayak and paddleboard rental amenities that enhance the park goer experience. Our booking software (which you can demo at [paddleEZ.com](http://paddleEZ.com)) combined with our patent pending Smart Lockers create a rental solution that allows customers to book and fulfill rentals **without the need for dedicated employees**.

Here are some pictures to help you better understand the business:

Here is our sign at Lake Corpus Christi State Park with instructions:

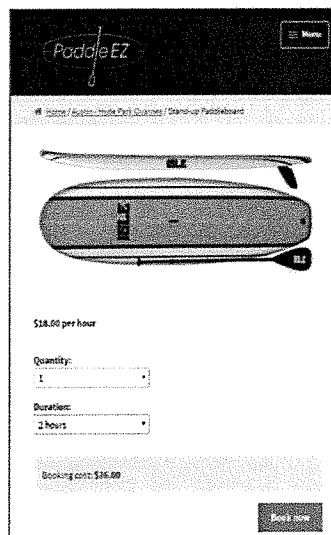


The sign features the PaddleEZ logo, which consists of the brand name in a stylized font with a paddle graphic integrated into the letter 'E'. Below the logo, the text 'Paddleboard & Kayak Rental' is displayed. The sign is divided into four columns of text providing rental instructions and local laws.

How to rent:	How to access equipment:	How to return equipment:	Texas Boating Laws:
<ul style="list-style-type: none"><li>• Go to PaddleEZ.com on your smartphone</li><li>• Select your location &amp; equipment</li><li>• Checkout &amp; create a 4-digit pin</li></ul>	<ul style="list-style-type: none"><li>• Refer to your order confirmation to determine your locker #</li><li>• Enter your pin in the lock (located on the side of the locker)</li></ul>	<ul style="list-style-type: none"><li>• Secure paddleboard / kayak to the locker</li><li>• Return life jackets and paddles</li><li>• Lock locker using same pin</li></ul>	<ul style="list-style-type: none"><li>• Each person must have a Personal Flotation Device (PFD) onboard</li><li>• Children under 13 and non-swimmers must wear a PFD</li></ul>

Thanks for renting with Paddle EZ! If you encounter issues, please text 512.766.9070 for assistance

Here is a screenshot of the web-based booking experience. You can try it out yourself at [www.paddleEZ.com](http://www.paddleEZ.com).



The screenshot shows the PaddleEZ website's booking page. At the top, there is a navigation bar with the PaddleEZ logo and a 'Home' link. Below the navigation bar, there is a header with the text 'Home / About / How to Rent / Contact Us / Stand-up Paddleboard'. The main content area features a large image of a PaddleEZ stand-up paddleboard. Below the image, the price is listed as '\$18.00 per hour'. There are two dropdown menus: 'Quantity' with '1' selected and 'Duration' with '2 hours' selected. Below these, the total booking cost is shown as '\$36.00'. At the bottom right, there is a 'Book now' button.

Here are some pictures of a location:



Here is a picture of a paddleboard locker. The kayak rental locker is similar and secures the kayak with a metal cable / or chain (similar to a bike lock). The locker contains a paddle, **lifejackets** (for kids too) and secures the equipment. There is also an “extra lifejacket” locker should a rentee need additional lifejackets or different sizes.





### **Benefits of our business model:**

1. Locations can be **open sunrise to sunset year-round** as weather conditions permit rather than just on the weekends in the summer as with typical manned operations.
2. **Sustainable...** Since there are not dedicated employees at each location, it lowers the overhead for each location which allows Paddle EZ to successfully operate at lower revenue locations
3. **Customers can book ahead** – which reduces lines, waiting around and is more consistent with what customers expect.

### **Prices: (Which are ~10% below market)**

- 1-2 person Kayaks - \$18 / hour
- Paddleboards - \$18 / hour

### **Upfront cost:**

Paddle EZ pays all upfront and ongoing cost.

### **Rev Share:**

- 5% back to the park up to \$50k in revenue. After \$50k in revenue, we would pay 10% on any amount above \$50k.
- As a reference point, the multi-million dollar operations on Town Lake pay the City of Austin 10-12% rev share.

### **Maintenance:**

For remote locations, we ask that the parks do a minor bit of inspection / maintenance in exchange for a 5% higher rev share. (or allow us to contract with a park employee or other concessionaire to be our location manager)

1. 1X per week (5-15 minutes / week)
  - a. Verify the lifejackets are in the correct lockers and are not damaged
  - b. Quick visual inspection of equipment / location (bungee cords broken, fins broken)
  - c. Drain kayaks of water via drain plugs (if necessary, not common)
2. As needed
  - a. Minor repairs (materials provided by Paddle EZ) – e.g. replace bungee, replace fin, replace lifejacket. No repair to take more than 5-10 minutes or Paddle EZ will take care of repair.

**Liability:**

- Each rentee digitally signs a liability waiver form as part of the check-out process. The liability waiver has been reviewed and vetted with lawyers
- Paddle EZ carries a \$1M general liability policy for each location
- Paddle EZ can indemnify a location owner / manager to further protect them from litigation risk

**Customer service:**

We have a text, phone, & email customer service and we always have an employee on call to answer customer service calls which are relatively infrequent.

Our customer feedback has been overwhelmingly positive. To date, every customer that has responded to our request for feedback would recommend our service to a friend. Here are some quotes:

- "It was awesome! It was convenient to just enter my code and have the equipment readily available. I have no complaints at all and would change nothing. Thanks so much!"
- "Hi Scott, ya everything was great. Easy process reasonable prices. Good selection of equipment. I like that you put that in one of my favorite Parks to visit. Thanks and see you next year. "
- "I really enjoyed using Paddle EZ. Getting to schedule the time with the equipment from my phone was great because I knew I wasn't going to have to wait. It was easy to use and I like the wooden boxes.

My only point of feedback was that while I was kayaking I didn't know what time it was. I was often wondering how much long I had before I had to return the kayak. It would be great if you had a clock that one could see from the water so you knew how much more fun you had left before having to return the kayak. "

Based on this customer feedback, we added clocks to all the rental equipment. We are always striving to improve the customer experience which is why I personally write a note to each renter to see what they liked and what we could improve.

Here is our rating on Yelp. We have four 5 Star reviews thus far and more keeping coming in every week.

## Paddle EZ Unclaimed

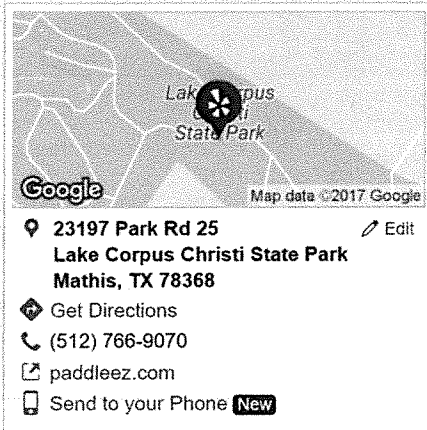


4 reviews

[Details](#)

Paddleboarding, Rafting/Kayaking

[Edit](#)



### Existing Locations:

- Austin – Hyde Park Quarries
- Lake Corpus Christi State Park
- Galveston – Stewart Beach

### References:

Robbie Merritt, Park Superintendent at Lake Corpus Christi State Park

[Robbie.Merritt@tpwd.texas.gov](mailto:Robbie.Merritt@tpwd.texas.gov)

S.L. Bradley Hyde Park Quarries Director of Minister of Sports and Recreation

[slbradley@hpbc.org](mailto:slbradley@hpbc.org)

### Theft and vandalism plan:

Paddle EZ is solely responsible for theft and vandalism and has factored that into its business operations. To deter theft, we:

- Secure the equipment to the lockers with cables / chains.
- Use motion / sound sensing security cameras to capture video that also does infrared recording so they work at night.
- If theft becomes a continuous problem:
  - We have the option to add GPS tracking to each piece of rental equipment
  - We could remove the equipment from the locations at night

**Power and internet needs:**

None – we use solar to power the equipment and a Verizon cellular hotspots for internet connectivity. We are also testing satellite internet which will allow us to operate in any location in the continental US with a clear view of the southern sky. If power is readily available at a location, that is the preferred way to implement but it is not required since we have a solar panel power option.

Please email or call if there are additional questions / sections you would like added to this proposal.

Thanks,

Scott Koester

Founder & CEO

512.633.2628

[scott@paddleez.com](mailto:scott@paddleez.com)

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



**RESOLUTION #2017-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REAL ESTATE USE AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND PADDLE EZ, LLC FOR WATERSPORT EQUIPMENT RENTAL; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville desires to provide watersport equipment for rent at Dick Kleberg Park and Paddle EZ, LLC offers kayak and paddleboard services at other state and municipal parks in Texas; and

**WHEREAS**, Paddle EZ provides kayak and paddleboard rentals for customers by utilizing smart lockers and smartphone technology without the need for dedicated employees;

**WHEREAS**, the agreement would allow Paddle EZ to install, operate, and maintain one or more self-service lockers at the park, which would contain watersports equipment that may be rented through their website;

**WHEREAS**, the City staff has worked with Paddle EZ, LLC to prepare a Real Estate Use Agreement between the two parties for the aforementioned products and services.

**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 Real Estate Use Agreement between the City of Kingsville and Paddle EZ, LLC in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the  
11th day of December, 2017.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

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Courtney Alvarez, City Attorney

## REAL PROPERTY USE AGREEMENT

This Real Property Use Agreement (the "Agreement") is by and between the City of Kingsville, Texas, a Texas home-rule municipal corporation, (the "Owner") and Paddle EZ, LLC ("User"), a Texas limited liability company, and is as follows:

### RECITALS:

- A. The Owner owns the property located at Dick Kleberg Park, Kingsville, Texas (the "Property").
- B. User desires to install, operate, and maintain one or more self-service lockers (each, a "Locker") on the Property, which Locker will contain watersports equipment that may be rented through User's website (the "Permitted Purpose").
- C. The Owner has agreed to allow the User to use the Property for the Permitted Purpose, subject to the terms and conditions of this Agreement.

### AGREEMENTS:

1. Property Use. The Owner hereby grants User the right to use the Property, during the Term (defined below), for the Permitted Purpose. During the Term, the Owner shall not permit any person or company to use any portion of the Property to rent watersports equipment that is similar in function and use to that which are being provided by User. The Owner and User will discuss the location within the Property allowed for use with the Owner having the final say as to the location.
2. Term. Unless sooner terminated as provided in this Agreement, this Agreement shall commence on the Effective Date and shall remain in effect for an initial term of 3 years (the "Term"). The Term shall automatically renew for successive identical periods thereafter unless written notice of non-renewal is given by either party to the other party at least 60 days prior to the expiration of the then-current Term.
3. Use Fee. User has agreed to pay a use fee for the use of the Property to the Owner equal to 5 % of the actual booking fees collected by User for equipment rentals, excluding applicable taxes, credits or refunds. Such use fee will be paid within 30 days following the end of each calendar quarter. Owner has the right to request and receive documents to support the calculation of the user fee paid to Owner.
4. Insurance. User and the Owner shall each, at their own cost and expense, maintain and keep in force at all times during the Term commercial general public liability insurance, to be a minimum combined single limit amount of not less than \$1,000,000.
5. Representations and Warranties. Each party represents and warrants to the other that it: (a) has the full right, power and authority to enter into this Agreement, to grant the rights and licenses set forth herein, and to perform its obligations hereunder and (b) shall comply with all statutes, ordinances, rules, regulations, orders, and codes applicable to such party. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 5, NEITHER PARTY HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
6. Indemnity. Each party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other party, and its officers, directors, members, partners, employees, agents, affiliates, successors and

permitted assigns (collectively, "**Indemnified Party**") against all claims made or judicial or administrative actions filed which allege that the Indemnified Party is liable to the claimant by reason of:

(a) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about any part of the Property, or in any manner growing out of, resulting from or connected with the use, condition or occupancy of, the Property if caused by any negligent or wrongful act or omission of Indemnifying Party or its agents, partners, contractors, employees, permitted assignees, licensees, sublessees, invitees or any other person or entity for whose conduct Licensee is legally responsible;

(b) violation by Indemnifying Party of any contract or agreement to which Indemnifying Party is a party in each case affecting any part of the Property or the occupancy or use thereof by Indemnifying Party; and

(c) violation of or failure to observe or perform any condition, provision or agreement of this Agreement on Indemnifying Party's part to be observed or performed hereunder.

This Section 6 provision shall survive the expiration or earlier termination of this Agreement.

7. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

8. Termination. If either party defaults in the performance of any of its obligations under this Agreement, and such default continues for more than 10 days after receipt of written notice from the non-defaulting party, the non-defaulting party shall have the right to terminate this Agreement and pursue any other remedies available at law or in equity, except as limited herein. In addition, User may terminate this Agreement for its convenience upon at least 15 days prior written notice. Owner may terminate this Agreement for its convenience upon at least 60 days written notice.

9. Governing Law; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures. The seat or place of arbitration shall be Kleberg County, Texas.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings and agreements regarding the subject matter hereof. This Agreement shall not be altered or modified except in a writing duly executed by the parties hereto. Neither party shall be responsible for delays in the performance of its obligations caused by events beyond the party's reasonable control. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth in the signature block of this Agreement (or to such other address that may be designated by a party in writing from time to time). Neither party shall assign this Agreement hereunder without the prior written consent of the other party; provided, however, that either party may assign this Agreement without such consent upon written notice to the other party, to an affiliate or to an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns. This Agreement may be executed in counterparts, a copy of each of which shall be deemed an original, and both of which taken together shall constitute one and the same instrument.

*[Signature page follows]*



EXECUTED by the undersigned, as of the last date signed below (the "Effective Date").

<b>PADDLE EZ, LLC</b>	<b>[Enter owner name here]</b>
Signature:	Signature:
Print Name: Scott Koester	Print Name:
Title: President	Title:
Street Address: 4401 Canoas Dr.	Street Address:
City, State, Zip: Austin, Texas 78730	City, State, Zip:
Date:	Date:

# **AGENDA ITEM #24**

**City of Kingsville  
Legal Department**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Courtney Alvarez, City Attorney  
DATE: December 6, 2017  
SUBJECT: First Amendment to Tower Attachment Lease Agreement

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**Summary:**

This item authorizes the first amendment to the Tower Attachment Lease Agreement with GTP Acquisition Partners II, LLC for the land and tower by the Police Department.

**Background:**

On December 14, 1998, the City Commission approved a resolution authorizing the City Manager to enter into a Tower Site Lease Agreement with Infinity Towers, Inc. (now GTP Acquisition Partners II, LLC) via resolution 98046. That agreement is in its third and final extension period so the company contacted the IT Department about doing a first amendment to the agreement. They City and GTP representatives worked to develop a first amendment to the agreement that extends the term of the agreement and provides more details on the parcel leased, as well as providing protections against future changes to the site that might constitute a nuisance or interfere with flight operations the local naval base. The City will receive a \$25,000 payment shortly after execution of all the necessary documents and continue to receive a monthly lease payment with an escalation clause.

**Financial Impact:**

The amendment does not cost the City any money.

**Recommendation:**

After conferring with staff, it is recommended the City approve the First Amendment to the Tower Attachment Lease Agreement with GTP Acquisition Partners, LLC.



**RESOLUTION #2017-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE FIRST AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT WITH GTP ACQUISITION PARTNERS II, LLC; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") and GTP Acquisition Partners II, LLC ("GTP") have an existing Tower Attachment Lease Agreement for a parcel of land by the Police Department where a tower currently exists on City land that GTP leases; and

**WHEREAS**, the City and GTP desire to amend some of the terms of that agreement and extend the lease term through a First Amendment to Tower Attachment Lease Agreement; and

**WHEREAS**, the parties have negotiated the amended agreement that will have GTP make a one-time payment to City of \$25,000 in addition to its monthly rental payments.

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

I.

**THAT** the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into the First Amendment to Tower Attachment Lease Agreement between the City of Kingsville and GTP Acquisition Partners II, LLC, a copy of which is attached hereto as Exhibit "A."

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 11th day of December, 2017.

---

Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

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Courtney Alvarez, City Attorney

# **AGENDA ITEM #25**

**RESOLUTION #2017-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT FOR THE POSITION OF CITY MANAGER WITH JESÚS A. GARZA; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the chief administrator for the City of Kingsville ("City") is the City Manager and that position is currently filled by Jesús A. Garza under a City Manager's employment agreement that is currently in a one-year extension following a two-year initial term; and

**WHEREAS**, the City Commission is charged with filling the position of City Manager and has decided to continue a contract with Jesús A. Garza as City Manager; and

**WHEREAS**, the parties have worked on a new employment contract for this position that would include a two-year period starting January 1, 2018, have an automatic one-year renewal unless notified of an intent not to renew by September 30, 2019, and have annual severance increases; and

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

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

I.

**THAT** the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Employment Agreement for the position of City Manager with Jesús A. Garza 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  
11th day of December, 2017.

---

Sam R. Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney



## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** is made and entered into this the 11th day of December, 2017, by and between the **CITY OF KINGSVILLE, TEXAS** (hereinafter referred to as the "City"), a Texas home-rule municipality, and **JESÚS ANTONIO GARZA** (hereinafter referred to as "Manager"), both of which parties hereto understand and agree as follows:

### **WITNESSETH:**

**WHEREAS**, City Commission desires to reappoint **JESÚS ANTONIO GARZA** as City Manager for the City of Kingsville, Texas; and

**WHEREAS**, it is the desire of Kingsville City Commission to provide certain benefits, establish certain conditions of employment, and to set certain working conditions of said Manager; and

**WHEREAS**, **JESÚS ANTONIO GARZA** desires to accept employment as Manager, and an officer, of said City on the terms outlined herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, and hereinbefore stated, the parties hereto agree as follows:

#### **A. Duties and Responsibilities**

As City Manager, Manager agrees to perform all duties and responsibilities as described in the City Charter, the Municipal Code, the ordinances of the City, and as reasonably directed by the City Commission.

#### **B. Salary**

The Manager will receive a base salary of \$2,500 per week (\$130,000 annualized) payable in installments at the same time as other employees of the City are paid. The Manager shall at a minimum receive the same COLA increase in his base salary as other city executive level management employees. In addition, City agrees to consider increasing said base salary and/or other benefits of Manager in such amounts and to such an extent as the City Commission may determine that is desirable to do so, on the basis of an annual performance evaluation and/or salary review of the Manager.

#### **C. Automobile Allowance**

The City agrees to pay Manager a bi-weekly automobile allowance of \$230.77 (\$6,000.02 per annum). The automobile allowance shall be subject to review from time to time by the City Commission and accordingly modified, if deemed necessary. This automobile allowance shall cover all automobile-related expenses incurred by Manager, including expenses for automobile repair, maintenance, insurance, operation and replacement. Manager shall receive additional

reimbursement for excess mileage outside the area as defined in the City of Kingsville "Travel Policy".

**D. Vacation Leave & Sick Leave**

Vacation and Sick leave shall be calculated in accordance with the City of Kingsville "Administrative Policies and Procedures Manual". The Manager shall have a bank of forty (40) hours Vacation Leave on the commencement of employment. The Manager shall accrue 120 hours of vacation leave annually earned at a rate of 4.62 hours bi-weekly. The Manager shall accrue 80 hours of sick leave annually earned at a rate of 3.07 hours bi-weekly.

**E. Health Insurance**

The Manager shall be eligible for coverage by the City's group medical insurance plan. The Manager may elect to have his/her eligible dependents covered under the health plan with the City contributing a percentage of the premiums as established by the City Commission. The fixed rate for the monthly premium for the Manager and his eligible dependents (spouse or family coverage), should he elect to pay for such coverage, shall be the same as that paid by other city employees for the same type of coverage, which coverages and premiums are subject to change by the City Commission.

**F. Life Insurance**

The City agrees to provide the Manager a basic life insurance plan equal to \$50,000.00 for the term of this contract. The City of Kingsville pays all premiums associated with this policy. The Manager may, at his option and at his cost, increase the basic life insurance plan amount, if such higher insurance is available under the City's life insurance plan.

**G. Severance Pay**

In the event the City Commission decides to terminate Manager's employment during such time Manager is willing and able to continue performing the duties of the City Manager, then the City agrees to pay a lump sum cash payment (less any TMRS & taxes) equal to three (3) months full salary (base salary & car allowance only), plus the value of all vacation leave accrued by, or credited to, the Manager prior to the termination up to a maximum of 120 hours; provided, however, in the event that severance is paid to Manager, Manager agrees that he shall contemporaneously execute and deliver to the City a full release of any and all claims that he may have against the City. The failure to execute and deliver such release shall nullify any obligation by the City to pay severance.

In the event the City Commission terminates the Manager's employment because of the commission of an illegal act, including but not limited to, acts involving personal gain, corruption, misconduct or malfeasance in office, any felony, violation of the City Charter or the Administrative Policies and Procedures Manual or the City of Kingsville "Code of Ethics", then the City shall have no obligation whatsoever to pay any severance pay designated in this section.

Severance Pay of full salary (base salary \$ car allowance only pro-rated on a monthly basis) will increase by 1 Month at the City Manager's Anniversary Date (November 2<sup>nd</sup>) and be capped at 6 months. The schedule for severance accrual will be:

- 3<sup>rd</sup> Anniversary on November 2, 2018 (4 Months' Severance)
- 4<sup>th</sup> Anniversary on November 2, 2019 (5 Months' Severance)
- 5<sup>th</sup> Anniversary on November 2, 2020 (6 Months' Severance)

#### **H. Texas Municipal Retirement System**

Contributions to Texas Municipal Retirement System (TMRS) are mandatory for all full time employees. Contribution rates and other policies of the City's TMRS Plan are determined by the City Commission and are subject to change.

#### **I. Performance Evaluation**

It will be the responsibility of the Manager to work with the Mayor and develop performance criteria within six months of the new contract start date. The Commission must approve the performance criteria developed by the Manager. The Commission shall review and evaluate the performance of the Manager approximately six months after the commencement date and then at least once annually utilizing the performance criteria approved by the Commission. The review of the Manager's performance shall be in writing and in accordance with criteria and format approved by the Commission. The Commission shall provide the Manager a reasonable and adequate opportunity to discuss with the Commission and/or respond to the Manager's evaluation. The annual performance reviews and evaluations shall be reasonably related to the Manager's written job description and shall be based, in whole or in part, on the performance criteria jointly developed and adopted by the Commission and Manager. Adjustment of base salary, if any, is at the sole discretion of the City Commission.

#### **J. Business Expenses**

The City agrees to provide written guidelines on which business and related expenses will be reimbursed by the City.

#### **K. Starting Date**

Manager agrees to commence this employment agreement on January 1, 2018.

#### **L. Professional Dues and Education**

The City agrees to reimburse membership dues in ICMA and TCMA, and for reasonable expenses incurred in the attendance at annual conferences and/or regional conferences. Such reasonable expenses shall be defined as including conference registration fees, coach/economy air fares, hotel accommodations and meals in accordance with the City's travel policy. In addition, the City agrees to reimburse reasonable expenses incurred in attendance at one other professional development conference or training opportunity as approved by the Mayor or his designee. Developing and

maintaining professional association contacts and standing provide the City access to valuable resources, and the reasonable participation and related travel by the Manager. All dues, continuing education and travel expenses are subject to annual appropriation by the City Commission.

#### **M. Indemnification**

The City will defend, hold harmless, and indemnify Manager against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties as City Manager, except for intentional acts or acts of gross negligence or other acts not covered by the City's insurance carrier policy. The City will compromise and settle any such covered claim or suit, at its sole option, and settle any such covered claim or suit and pay the amount of any settlement or judgment rendered thereon.

#### **N. Term of Agreement**

This agreement shall be for a term not to exceed two (2) years from the start date of January 1, 2018. This agreement may be terminated in accordance with the provisions of Paragraph G and may be extended or renewed at any time during the term upon mutual agreement of the parties. If the City Commission takes no action regarding renewal of the Agreement prior to September 30, 2019 this Agreement automatically renews for an additional one year term that would commence January 1, 2020.

#### **O. General Provisions**

1. **Severability.** In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
2. **Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings between the City and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged onto this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
3. **Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Manager and the duly authorized representative of the Commission.

**IN WITNESS WHEREOF**, the City of Kingsville, Texas, has caused this Employment Agreement to be signed and executed on its behalf by its Mayor after being authorized to do so at a

regular and duly posted meeting of the Kingsville City Commission, and the Manager has signed and executed this Agreement.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF KINGSVILLE, TEXAS**

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

**ACCEPTED:**

\_\_\_\_\_  
Jesús Antonio Garza

**APPROVED AS TO FORM:**

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