

# *City of Kingsville, Texas*

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## **AMENDED AGENDA CITY COMMISSION MONDAY, SEPTEMBER 9, 2019 REGULAR MEETING**

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

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

#### **OPEN MEETING**

APPROVED BY:

  
Deborah Balli  
Interim City Manager

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

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

None.

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

1. None.

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

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to, the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Condemnation Update, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, 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, Library Summer Programs, Grants 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 expending funds from the City of Kingsville Employee Benefit Plan Trust for the 2019 City Health Fair (for employees and eligible dependents). (Human Resources Director).
2. Motion to approve a resolution of the City of Kingsville, Texas, regarding several policies and resolutions such as designation of signatories, civil rights, citizen participation plan, Section 3, excessive force, Section 504, Fair Housing, and Code of Conduct Policies for TXCDBG Compliance. (Downtown Manager).

##### **REGULAR AGENDA**

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

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

3. Consider final passage of an ordinance adopting the City Manager's budget, as amended, of the City of Kingsville, Texas, and appropriating funds for the fiscal year beginning October 01, 2019 and ending September 30, 2020 in the particulars hereinafter stated. (Finance Director).
4. Consider final passage of an ordinance establishing and adopting the ad valorem tax rate for all taxable property within the City of Kingsville, Texas for fiscal year beginning October 01, 2019 and ending September 30, 2020, distributing the tax levy among the various funds, and providing for a lien on real and personal property to secure the payment of taxes assessed. (Finance Director).
5. Consider ratifying the property tax increase reflected in the 2019-2020 Annual Budget of the City of Kingsville (per the motion). (Finance Director).
6. Consider a resolution authorizing the setting aside the difference in funds received from \$.83000 and \$.85304 tax rate into a special fund for future emergency and/or capital needs (to be decided by City Commission). (Interim City Manager).

7. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies. (Human Resource Director).
8. Consider a resolution amending the City of Kingsville Administrative Policies and Procedures Manual, Policy No. 640.01 Safety Incentive Award Program. (Human Resource Director).
9. Consider a resolution amending the City of Kingsville Administrative Policies and Procedures Manual, Policy No. 630.04 Separation Pay. (Human Resources Director).
10. Consider a resolution amending the City of Kingsville Administrative Policies and Procedures Manual, Policy No. 630.01 Longevity Pay. (Human Resources Director).
11. Consider a resolution authorizing the Mayor to enter into a Grant Administration Services Agreement between the City of Kingsville, Texas and \_\_\_\_ for a 2020 Texas Capital Fund Main Street Grant. (Downtown Manager).
12. Consider a resolution authorizing the Interim City Manager to enter into a Commercial Real Estate Listing Agreement Exclusive Right to Sell between the City of Kingsville and Monica Mendez of First Texas Realty. (Purchasing Manager).
13. Discuss and consider how to move forward with Census preparation. (Interim City Manager).
14. Consider awarding bid #RFP#19-9 for Internet and Data Services. (Purchasing Director).
15. Consider awarding bid RFP #19-11 for Water Well #19 Ground Storage Tank Replacement Project. (City Engineer).
16. Consider introduction of an ordinance amending the Fiscal Year 2018-2019 budget to clear up deficit accounts (receive and expend grant funds for Law Enforcement Off Stand Fund 009). (Director of Finance).
17. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances, Chapter IX-General Regulations, Article 8-Parks and Recreation, providing for revised fees for the L.E. Ramey Golf Course Annual Cart Fee & Green Fee and the Monthly Locker Fee. (Parks Director).
18. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances, Chapter V, Article 3-Water, providing for an increase in water rates. (Interim City Manager).
19. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances, Chapter V, Article 2-Sewers, providing for an increase in sewer rates. (Interim City Manager).
20. Discussion and consideration of request to remove barricades from an alley that runs between North 10<sup>th</sup> and North 12<sup>th</sup> Streets (parallel to E. Ave. A and E. Nettie). (City Engineer).
21. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedule II, providing for the removal of a school zone on East Caesar Ave. for St. Gertrude School and the removal of school zone signs. (City Engineer).
22. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate,

stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (Interim City Manager).

23. Consider a resolution authorizing the Mayor to execute an Economic Incentive Agreement between the City of Kingsville, Texas and Alpha Lake Ltd. (Chapter 380 Agreement). (City Attorney).
24. Discussion and consideration of a request from Kleberg County to provide a letter of commitment for grant matching funds for an EDA Grant for a Regional Training Center and Emergency Operating Center with no in-kind match. (Mayor Fugate).
25. Consider a resolution of the City of Kingsville, Texas supporting Kleberg County's Application to the U.S. Department of Commerce, Office of Economic Development Administration under the Disaster Supplemental Funding Economic Adjustment Program for a Regional Public Safety Training Facility and Emergency Operations and Command Center, certifying that the City of Kingsville is in support of the application and willing to provide up to \$537,500 in cash match for the grant. (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:

September 06, 2019 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, OMC, 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



# **CONSENT AGENDA**

# **AGENDA ITEM #1**

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

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TO: Mayor and City Commissioners

CC: Deborah Balli, Interim City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: August 29, 2019

SUBJECT: 2019 Employee Health Fair

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**Summary:** A health fair proposal is submitted for your consideration to expend an estimated \$8,500 from the City of Kingsville Benefit Plan Trust account for a 2019 Health Fair for employees and their eligible dependents. Employees will not experience any out of pocket expense.

All employees are welcome to visit and pick up information from vendor tables without signing up for exams. The City continues to work with Texas A&M Health Science Center and various other organizations to bring employees opportunities for preventative services. The 2019 Employee Health Fair is scheduled for October 11, 2019 from 1 p.m. to 6 p.m. at the JK Northway Coliseum.

This year the City continues to expand its working relationships with various organizations. In addition to Texas A&M Health Science Center Irma Rangel School of Pharmacy, the City is working with Christus Spohn Wellness, Texas A&M Extension Service – AgriLife, Texas A & M Coastal Bend Health Education Center, Coastal Bend Kidney Foundation, Coastal Plains Community Center, and other wellness education vendors to provide services and information to employees and their families.

Also, as with the 2018 Employee Health Fair, Spohn Wellness will continue its donation of 100 flu vaccines at no cost to the City for the 2019 Employee Health Fair.

**Background:** The City has conducted health fairs for the past fourteen (14) years by offering various health screenings free to employees and their eligible dependents. Depending on the number of employees attending, the City's annual cost has ranged from \$ 6,542 - \$ 10,700 over the last 5 years.

**Financial Impact:** No additional costs. The proposed expense is included in expected health claims for Fiscal Year 2019-2020.

**Recommendation:** Allow to conduct a health fair for employees and their eligible dependents.



## **AGENDA ITEM #2**

**City of Kingsville  
Planning Department**

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TO: Mayor and City Commissioners

CC: Deborah Balli, Interim City Manager

FROM: Cynthia Martin, Downtown Manager

DATE: August 28, 2019

SUBJECT: TxCDBG Grant Contract #7219012 Resolution Authorizing Signatories for Environmental Review

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**Summary:** As of September 1, 2019, recipients of Texas Community Development Block Grant (TxCDBG) Program grants are responsible for meeting environmental review requirements completed with or without assistance from a third party, and for certifying the results. It is proposed this resolution authorize the Interim City Manager, Deborah Balli, and Mayor Sam Fugate to sign environmental review documents in pertaining to Texas Community Development Grant Program (TxCDBG) Contract #7219012.

**Background:** On April 3, 2019, the City of Kingsville was awarded a grant of \$250,000 for sidewalk improvements in the Kingsville Main Street district through the Texas Capital Fund Main Street Program. On May 28, 2019, a resolution was passed designating authorized signatories for contractual documents and for requests for payment pertaining to this grant. This resolution will not change those designated as authorized signatories for those purposes. It simply designates those authorized signatories for contractual documents to sign environmental review documents as well.

**Financial Impact:** No financial impact.

**Recommendation:** Approve resolution authorizing signatories.



**RESOLUTION # 2018-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, REGARDING SEVERAL POLICIES AND RESOLUTIONS SUCH AS DESIGNATION OF SIGNATORIES, CIVIL RIGHTS, CITIZEN PARTICIPATION PLAN, SECTION 3, EXCESSIVE FORCE, SECTION 504, FAIR HOUSING, AND CODE OF CONDUCT POLICIES FOR TXCDBG COMPLIANCE.**

**WHEREAS**, the City of Kingsville, Texas, (hereinafter referred to as "City of Kingsville") has been awarded Texas Community Development Block Grant (hereinafter referred to as "TxCDBG") funding through a TxCDBG grant Contract #7219012 from the Texas Department of Agriculture (hereinafter referred to as "TDA");

**WHEREAS**, the City of Kingsville, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

**WHEREAS**, the City of Kingsville, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

**WHEREAS**, the City of Kingsville, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

**WHEREAS**, the City of Kingsville, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

**WHEREAS**, the City of Kingsville, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

**WHEREAS**, the City of Kingsville, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

**WHEREAS**, the City of Kingsville, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

**WHEREAS**, the City of Kingsville, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

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

1. Depository/Authorized Signatories Designation Form (Form A202);
2. Designation Form for Civil Rights Officer (Form A1008);
3. Citizen Participation Plan and Grievance Procedures (Form A1013)/ Plan de Participacion Ciudadana;
4. Section 3 Policy (Form A1002);
5. Excessive Force Policy (Form A1003)
6. Section 504 Policy against Discrimination based on Handicap and Grievance Procedures (Form A1004);
7. Limited English Proficiency (LEP) Standards (Form A1010);
8. Fair Housing Policy (Form A1015);
9. Fair Housing Month Proclamation ; Proclamation of April as Fair Housing Month (Form A1007);
10. Code of Conduct Policy; and
11. Resolution regarding Civil Rights.

I.

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

II.

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

**PASSED AND APPROVED** by a majority vote of the City Commission the 9th day of September, 2019.

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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



**Depository/Authorized Signatories Designation Form**

Grant Recipient CITY OF KINGVILLE

TxCDBG Contract No. 7219012

The individuals listed below are designated by resolution as authorized signatories for contractual and environmental review documents.

Sam R Fugate	Deborah Balli
(Name)	(Name)
Mayor	Interim City Manager
(Title)	(Title)
(Signature)	(Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

Cynthia Martin	Deborah Balli
(Name)	(Name)
Interim Director of Planning & Development Services	Interim City Manager
(Title)	(Title)
(Signature)	(Signature)
(Name)	(Name)
(Title)	(Title)
(Signature)	(Signature)

**NOTE:** A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.



## Designation Form for Civil Rights Officer

**A1008**



City/County: City of Kingsville  
Address: 400 W King Ave.  
PO Box 1458  
Kingsville, TX 78364  
Telephone Number: (361) 595-8002

TxCDBG Contract # 7219012

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I, Sam R Fugate, Mayor, do hereby appoint Cynthia Martin, Downtown Manager,  
(Chief Elected Official) (Name and Title)  
as the Civil Rights Officer for the City of Kingsville.

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the City of Kingsville, as required by the Texas Community Development Block Grant Program Contract No. 7219012.

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in the TxCDBG contract.

Civil Rights Officer: Cynthia Martin  
(Signature)

Appointed by: \_\_\_\_\_  
(Signature)

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

THE CITY OF KINGSVILLE  
CITIZEN PARTICIPATION PLAN  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:*

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov

#### COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Kingsville, 400 W King Ave., PO Box 1458, Kingsville, TX 78364-1458, (361) 595-8001 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the City Manager, at City of Kingsville, PO Box 1458, Kingsville, TX 78364-1458 or may call (361) 595-8002.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.

5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

## TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.

2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

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Sam R Fugate, Mayor

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Date

LA CIUDAD DE KINGSVILLE  
PLAN DE PARTICIPACIÓN CIUDADANA  
PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del Inglés:*

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en Inglés. Para obtener más información, consulte LEP.gov.

PROCEDIMIENTOS DE QUEJA

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad Kingsville, 400 W King Ave., PO Box 1458, Kingsville, Texas 78364, 361-595-8002, en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito al administrador de la ciudad, a PO Box 1458, Kingsville, TX 78364 o puede llamar a 361-595-8002.
2. Una copia de la queja o reclamación se transmitirá por el Administrador de la ciudad la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El Administrador de la ciudad deberá cumplir una investigación de la queja o reclamación, si es posible, y dar una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.

6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

## ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

## DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan Inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será publica.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.

2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionará un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

Sam Fugate, Alcalde\_\_\_\_\_

Fecha\_\_\_\_\_



### **Section 3 Policy**

In accordance with 12 U.S.C. 1701u the City of Kingsville agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Kingsville, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

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Signature

---

Title

---

Date

## **Excessive Force Policy**

In accordance with 24 CFR 91.325(b)(6), the City of Kingsville hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Kingsville to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Kingsville to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Kingsville will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Kingsville, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Section 504 Policy against Discrimination based on Handicap and Grievance Procedures**

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), the City of Kingsville hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Kingsville does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Kingsville's recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Kingsville shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, the City of Kingsville shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
  - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for the City of Kingsville to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
  - b. Complaints should be addressed to: Cynthia Martin, Downtown Manager, PO Box 1458, Kingsville, TX 78364, (361) 219-9325, who has been designated to coordinate Section 504 compliance efforts.

- c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by Cynthia Martin, Downtown Manager, PO Box 1458, Kingsville, TX 78364, (361) 219-9325. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Cynthia Martin, Downtown Manager, PO Box 1458, Kingsville, TX 78364, (361) 219-9325 and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the City of Kingsville relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Kingsville within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Kingsville complies with Section 504 and HUD regulations.

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Signature/Title

---

Date

## Limited English Proficiency Plan

Name Grantee:	City of Kingsville
Community Population:	26,177
LEP population:	19.9%
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 5% of the eligible population or beneficiaries but has less than 50 or less in number; or 3) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries.	Spanish

Program activities to be accessible to LEP persons:	
<input checked="" type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input checked="" type="checkbox"/>	Publications regarding TxCDBG application, grievance procedures, <i>complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input checked="" type="checkbox"/>	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:	
<input checked="" type="checkbox"/>	Translation services: available upon request
<input checked="" type="checkbox"/>	Interpreter services: available upon request with prior notice
<input type="checkbox"/>	Other resources: _____

Language Assistance to be provided:	
<input checked="" type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: Public Hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.
<input checked="" type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons Spanish speaking liaisons are available upon request.
<input checked="" type="checkbox"/>	Public meetings conducted in multiple languages: Available upon request with two days advance notice.
<input checked="" type="checkbox"/>	Notices to recipients of the availability of LEP services: Included in translation notices
<input type="checkbox"/>	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer \_\_\_\_\_

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

## **Fair Housing Policy**

In accordance with Fair Housing Act, the City of Kingsville hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. The City of Kingsville agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. The City of Kingsville agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. The City of Kingsville will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Kingsville, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**A1007**

**Fair Housing Month Proclamation  
Proclamation of April as Fair Housing Month**

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of [Month], provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Commission of the City of Kingsville do proclaim April as Fair Housing Month in the City of Kingsville and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness:

\_\_\_\_\_

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

Witness:

\_\_\_\_\_

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

## **CODE OF CONDUCT POLICY**

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) & (h), and 2 CFR 200.318.

### **CODE OF CONDUCT**

As a Grant Recipient of a TxCDBG contract, the CITY OF KINGSVILLE shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the CITY OF KINGSVILLE shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the CITY OF KINGSVILLE shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.



Any alleged violations of these standards of conduct shall be referred to the CITY OF KINGSVILLE Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

**Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
Name of Mayor  
City of Kingsville

**RESOLUTION No. 2019-\_\_\_\_\_**  
**Regarding Civil Rights**  
**The City of Kingsville, Texas**

WHEREAS, the City of Kingsville, Texas, (hereinafter referred to as "City of Kingsville") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

WHEREAS, the City of Kingsville, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

WHEREAS, the City of Kingsville, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

WHEREAS, the City of Kingsville, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

WHEREAS, the City of Kingsville, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

WHEREAS, the City of Kingsville, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

WHEREAS, the City of Kingsville, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City of Kingsville, in accordance with Section 808(e)(5) of the Fair Housing Act (42

USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

WHEREAS, the City of Kingsville, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, that the CITY OF KINGSVILLE, TEXAS ADOPTS/REAFFIRMS THE FOLLOWING:**

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. Section 504 Policy and Grievance Procedures (Form A1004);
5. Code of Conduct Policy (Sample Form Appendix C);
6. [if a Plan is required] Limited English Proficiency Plan (Form 1010); and
7. Fair Housing Policy (Exhibit 1015).

**Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

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

City of Kingsville, Texas

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

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

# **REGULAR AGENDA**

# **AGENDA ITEM #3**

**CITY OF KINGSVILLE**  
**Fiscal Year 2019-2020**  
**Budget Cover Page**  
**September 9, 2019**

This budget will raise more revenue from property taxes than last year's budget by an amount of \$428,475, which is a 6.06 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$83,863.

The members of the governing body voted on the budget as follows:  
**FOR:**

**AGAINST:**

**PRESENT** and not voting:

**ABSENT:**

\* I will need this  
 info after meeting  
 to update Budget Cover  
 Page

**Property Tax Rate Comparison**

	<b>2019-2020</b>	<b>2018-2019</b>
<u>Property Tax Rate:</u>	<u>\$0.85304/100</u>	\$0.83000/100
Effective Tax Rate:	\$0.81247/100	\$0.81971/100
Effective Maintenance & Operations Tax Rate:	\$0.65911/100	\$0.67179/100
Rollback Tax Rate:	\$0.89361/100	\$0.90582/100
Debt Rate:	\$0.16782/100	\$0.16512/100

Total debt obligation for CITY OF KINGSVILLE secured by property taxes:  
 \$1,474,978

## **Notice of Adopted 2019 Tax Rate**

CITY OF KINGSVILLE ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.96 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.34.

**§26.05(b) of Property Tax Code  
Steps Required for Adoption of Tax Rate**

Entity Name: CITY OF KINGSVILLE

Date: 08/29/2019 02:51 PM

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**Language Required in the Motion Setting This Year's Tax Rate:**

This year's proposed tax rate exceeds the effective tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote. A motion to adopt the ordinance, resolution, or order must be made in the following form:

**I move that the property tax rate be increased by the adoption of a tax rate of 0.85304, which is effectively a 4.99 percent increase in the tax rate.**

**Statement Required in the Ordinance, Resolution, or Order Setting This Year's Tax Rate:**

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.96 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.34.**

**Statement That Must be Posted on the Home Page of Any Internet Website Operated by the Taxing Unit:**

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

**CITY OF KINGSVILLE ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.96 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.34.**



**Worksheet for Calculation of Tax Increase  
CITY OF KINGSVILLE**

Date: 08/29/2019 02:53 PM

1. 2018 taxable value, adjusted for court-ordered reductions. Enter Line 6 of the Effective Tax Rate Worksheet.	\$851,325,322
2. 2018 total tax rate. Enter Line 4 of the Effective Tax Rate Worksheet.	\$0.83000/\$100
3. 2018 tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add ETR line 13.	\$7,068,912
4. 2019 total taxable value. Enter line 19 of the Effective Tax Rate Worksheet.	\$878,902,178
5. 2019 proposed tax rate. Enter the proposed tax rate approved by the Governing Body.	\$0.85304/\$100
6. 2019 tax levy. Multiply line 4 times line 5 and divide by 100.	\$7,497,387
7. Tax levy increase (decrease). Subtract line 3 from line 6.	\$428,475
8. Percentage levy increase (decrease). Divide line 7 by line 3. Multiply by 100.	6.06%
9. Notice & hearing limit. Enter the lower of the effective tax rate or the rollback tax rate.	\$0.81247
10. Percentage tax increase (decrease)*. Subtract Line 9 from Line 5. Divide result by Line 9. Multiply by 100.	4.99%

\*Amount by which the proposed tax rate exceed the lower of the rollback tax rate or the effective tax rate. This figure was previously published in the Notice of Public Hearing on Tax Increase and the Notice of Tax Revenue Increase.

## **Steps Required for Proposal and Adoption of Budget**

Entity Name: CITY OF KINGSVILLE

Date: 08/29/2019 02:52 PM

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### **Steps for the Proposal of the Budget:**

This year's property tax levy will raise more revenue from property taxes than in the preceding year. The governing body must hold a separate vote to ratify the property tax increase reflected in the budget. This vote must be in addition to and separate from the vote to adopt the budget or the vote to set the tax rate. Cities that maintain a website must post the proposed budget when it is filed with the municipal clerk. The adopted budget must also be posted on the website when it is filed with the municipal clerk.

The following statement must be included on the notices of public hearing on proposed budget. It must also be included on the cover page of the proposed budget, in 18-point type or larger.

**THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$428,475 OR 6.06%, AND OF THAT AMOUNT, \$83,863 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.**

### **Steps for the Adoption of the Budget:**

-A vote to adopt the budget must be a record vote.

-An adopted budget must contain a cover page stating a record vote of each member of the governing body by name, the property tax rates for the current and preceding fiscal year, the total amount of debt obligations, and the following statement in 18 point font:

**This budget will raise more revenue from property taxes than last year's budget by an amount of \$428,475, which is a 6.06 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$83,863.**

-The budget and cover page must be filed with the clerk and posted on the entity's website at least until the date of the first anniversary the budget is adopted.

# 2019 Governing Body Summary #1A\*

## Benchmark 2019 Tax Rates

### CITY OF KINGSVILLE

Date: 08/29/2019 02:52 PM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
Effective Tax Rate	\$0.81247	\$7,140,817	
One Percent \$100 Tax Increase***	\$0.82059	\$7,212,183	\$71,366
One Cent per \$100 Tax Increase***	\$0.822470	\$7,228,707	\$87,890
Notice & Hearing Limit****	\$0.81247	\$7,140,817	\$0
Rollback Tax Rate	\$0.89361	\$7,853,958	\$713,141
Last Year's Tax Rate	\$0.830000	\$7,294,888	\$154,071
Proposed Tax Rate	\$0.85304	\$7,497,387	\$356,570

\*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

\*\*Tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

\*\*\*Tax increase compared to effective tax rate.

\*\*\*\*The Notice and Hearing Limit is the highest tax rate that may be adopted without publishing Texas Comptroller's Notice 50-819 and holding two public hearings (Notice 50-818 must still be published). It is the lower of the rollback tax rate or the effective tax rate.

**Section 26.05(b) of Property Tax Code**  
**Worksheet for Determination of Steps Required for Adoption of Tax Rate**  
**CITY OF KINGSVILLE**

<b>M&amp;O Tax Increase in Current Year</b>	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 6 of the Effective Tax Rate Worksheet.	\$851,325,322
2. Last year's M&O tax rate. Enter Line 26 of the Rollback Tax Rate Worksheet.	\$0.66488/\$100
3. M&O taxes refunded for years preceding tax year 2018. Enter Line 28E of the Rollback Tax Rate Worksheet.	\$2,376
4. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3.	\$5,662,667
5. This year's total taxable value. Enter line 19 of the Effective Tax Rate Worksheet.	\$878,902,178
6. This year's proposed M&O tax rate Enter the proposed M&O tax rate approved by the Governing Body.	\$0.68522/\$100
7. This year's M&O tax levy. Multiply line 5 times line 6 and divide by 100.	\$6,022,414
8. M&O Tax Increase (Decrease). Subtract line 4 from line 7.	\$359,747
<b>Comparison of Total Tax Rates</b>	
9. Effective Total Tax Rate.	\$0.81247/\$100
10. This year's proposed total tax rate.	\$0.85304/\$100
11. This year's rate minus effective rate. Subtract line 9 from line 10.	\$0.04057
12. Percentage change in total tax rate. Divide Line 11 by line 9.	4.99%
<b>Comparison of M&amp;O Tax Rates</b>	
13. Effective M&O Tax Rate. Enter line 30 of the Rollback Tax Rate Worksheet. Adjust for Sales Tax using Line 44 of the Sales Tax Worksheet, if necessary.	\$0.65911/\$100
14. This year's proposed M&O tax rate.	\$0.68522/\$100
15. This year's rate minus effective rate. Subtract line 13 from line 14.	\$0.02611
16. Percentage change in M&O tax rate. Divide line 15 by line 13.	3.96%
<b>Raised M&amp;O Taxes on a \$100,000 Home</b>	
17. This year's taxable value on a \$100,000 home.	\$100,000
18. Last year's M&O tax rate.	\$0.66488/\$100
19. This year's proposed M&O tax rate.	\$0.68522/\$100
20. This year's raised M&O taxes. Subtract line 18 from line 19 and multiply result by line 17. Divide by 100.	\$20.34

## Fund Summary

Fund	2017 Total Activity	2018 Total Activity	2019 Original Budget	2019 Total Budget	Defined Budgets			2020 City Manager Proposed
					2019 YTD Activity	2019 Expected Annual	2019	
001 - GENERAL FUND	18,761,740.13	19,147,885.63	19,863,272.00	20,240,517.21	17,260,250.68	19,783,308.53	20,860,355.00	
002 - TOURISM FUND	783,264.89	714,740.14	724,411.00	779,441.00	627,750.36	778,013.20	714,353.65	
005 - PD-STATE SEIZURE FUND	634,301.62	351,692.39	889,206.00	983,423.29	845,159.04	874,206.00	265,322.00	
009 - LAW ENF OFF STAND-POLICE	3,280.00	910.00	0.00	0.00	1,770.00	0.00	0.00	
010 - LAW ENF OFF STAND-FIRE	0.00	0.00	2,656.00	2,656.00	0.00	0.00	0.00	
011 - G.O. DEBT SERVICE FUND	1,443,109.60	1,485,249.09	1,433,515.00	1,433,515.00	1,421,683.57	1,433,515.00	1,534,256.00	
012 - UF DEBT SERVICE FUND	363,371.86	347,620.86	1,575,014.00	1,575,014.00	1,586,591.43	1,575,014.00	1,501,647.00	
013 - TEXAS HISTORICAL FUND	0.00	0.00	0.00	0.00	56.76	56.76	0.00	
016 - PD - STONEGARDEN	112,721.56	170,780.43	90,000.00	345,750.21	192,928.89	345,750.21	255,000.00	
017 - PD GRANT BORDER STAR-LBSP	37,052.10	85,002.34	75,000.00	75,000.00	69,694.85	75,000.00	78,000.00	
019 - PD GRANT - JAG	0.00	45,052.80	0.00	0.00	0.00	0.00	0.00	
023 - PD-STEP GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
025 - BUILDING SECURITY FUND	0.00	0.00	15,596.00	15,596.00	387.15	15,596.00	0.00	
026 - GOLF COURSE CAPITAL MAINTENANCE FUND	8,517.31	100,000.00	10,000.00	10,000.00	7,185.07	10,000.00	10,000.00	
027 - EMS FUND	0.00	0.00	2,500.00	2,500.00	0.00	2,500.00	64,324.00	
028 - PD-FEDERAL SEIZURE FUND	15,000.00	15,000.00	0.00	9,619.00	8,290.00	9,619.00	0.00	
029 - JAG GRANT 2017-DJ-BX-0902	0.00	5,907.72	0.00	30,000.00	15,000.00	30,000.00	30,000.00	
030 - RED RIBBON DRUG AWARENESS	0.00	2,306.76	0.00	5,257.00	5,256.80	5,256.80	0.00	
031 - MUNICIPAL CRT TECHNOLOGY	22,036.07	10,979.41	32,068.00	32,068.00	21,945.62	24,000.00	17,000.00	
033 - CO SERIES 2016 - GENERAL	3,895,052.90	2,335,391.97	1,648,174.00	1,668,959.00	987,226.89	1,081,247.00	614,747.00	
039 - CO SERIES 2002-2002A-GEN	0.00	0.00	5,026.00	5,026.00	0.00	5,026.00	0.00	
051 - UTILITY FUND	9,464,791.70	9,467,718.99	9,854,521.00	10,174,845.00	8,064,265.34	9,922,126.08	8,789,119.41	
054 - UF CAPITAL PROJECTS	21,284.89	688,303.36	706,000.00	1,381,832.00	311,302.60	280,347.00	1,854,476.00	
055 - STORMWATER DRAIN CAP PROJ	293,419.91	389,647.13	291,550.00	291,550.00	217,837.50	290,450.00	292,900.00	
060 - COMPUTER LEASE PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	47.76	
062 - CO SERIES 2005 - UTILITY	60,125.02	0.00	0.00	0.00	0.00	0.00	50,500.00	
065 - CO SERIES 2011-GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	2,288.28	
066 - CO SERIES 2011- UTILITY	487,422.05	94,480.62	0.00	231,691.00	233,761.00	233,761.00	0.00	
067 - CO 2013 - GF STREET PROJ	37,229.38	8,983.00	0.00	0.00	0.00	0.00	30,000.00	
068 - CO SERIES 2013- DRAINAGE	444,924.45	307,851.25	1,309,200.00	1,391,015.00	81,814.76	500,000.00	809,200.00	
069 - TX CDBG MAIN STREET GRANT #7219012	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00	
071 - FEMA ASSISTANCE	23,546.78	9,800.33	0.00	0.00	0.00	0.00	0.00	
077 - FEMA ASSISTANCE TO FIREFIGHTERS GRANT-FIRE	407,865.00	0.00	0.00	0.00	0.00	0.00	0.00	
078 - TEXAS PARKS & WILDLIFE COMMUNITY OUTDOOR GR	16,769.69	17,534.02	0.00	0.00	0.00	0.00	3,598.89	
079 - TEXAS CAPITAL FUND MAIN STREET GRANT	65,160.99	4,625.00	0.00	0.00	0.00	0.00	3,744.01	
080 - HOMELAND SECURITY GRANT	27,620.00	0.00	55,520.00	55,520.00	55,382.24	55,520.00	0.00	
082 - TXCDBG GRANT #7215270	191,926.07	42,587.00	0.00	0.00	0.00	0.00	13,500.00	
083 - CRIMINAL JUSTICE DIVISION OF GOVERNOR GRANT	0.00	42,930.00	224,655.00	224,655.00	224,654.53	224,655.00	0.00	
084 - DEAG GRANT FUND	0.00	0.00	179,520.00	179,520.00	25,658.60	179,520.00	0.00	

**Budget Worksheet FY 19-20**

**For Fiscal: 10/2018-09/2019 Period Ending: 09/30/2019**

085 - CERTIFIED LOCAL GOVERNMENT GRANTS (CLG)	0.00	26,841.82	40,000.00	39,250.00	15,700.00	0.00
086 - TX COBG Grant #7218269	0.00	0.00	60,000.00	226,988.00	60,000.00	301,000.00
087 - SOLID WASTE-CAP PROJECTS	790,064.19	935,356.02	511,904.00	410,668.75	506,805.00	874,374.00
090 - LANDFILL CLOSURE FUND	1,902,937.93	58,755.28	41,695.00	245,928.03	116,695.00	252,000.00
091 - GF CAPITAL PROJECTS	0.00	0.00	3,616.00	2,712.00	3,616.00	0.00
092 - STREET FUND	496,356.36	503,085.13	1,262,021.00	1,063,036.51	1,274,227.00	841,471.00
093 - PARK MAINTENANCE FUND	7,071.14	62,462.79	30,000.00	21,693.94	52,000.00	27,539.00
094 - TEXAS PARKS & WILDLIFE GRANT	0.00	0.00	421,000.00	0.00	0.00	421,000.00
095 - NATIONAL TRUST FOR HISTORICAL PRESERVATION GR/	0.00	0.00	10,000.00	0.00	0.00	0.00
096 - INSURANCE CLAIM RECOVERY FUND	1,317,110.11	230,919.21	0.00	58,924.02	60,808.38	245,135.00
097 - VEHICLE REPLACEMENT FUND	0.00	0.00	233,028.00	228,227.62	228,228.00	256,105.00
098 - ECONOMIC DEVELOPMENT FUND	308,596.40	170,818.38	130,000.00	91,322.69	174,567.00	157,780.00
099 - DISASTER RESPONSE RECOVERY FUND	50,919.62	0.00	0.00	0.00	0.00	0.00
100 - TRANSPORTATION ALT. SET-ASIDE PROGRAM GRANT	0.00	0.00	0.00	0.00	0.00	850,170.00
138 - SELF INSURANCE FUND	3,657,936.14	4,243,947.73	4,172,075.00	3,423,962.55	3,900,849.00	4,163,008.00
202 - TOURISM - FACADE GRANTS PROGRAM FUND	0.00	0.00	50,000.00	24,620.00	43,000.00	50,000.00
601 - FEMA EVENT - HARVEY	71,060.23	71,187.33	70,228.00	2,061.54	66,015.75	0.00
<b>Report Total:</b>	<b>46,223,586.09</b>	<b>42,196,353.93</b>	<b>48,525,755.26</b>	<b>38,105,307.59</b>	<b>44,237,056.97</b>	<b>46,533,961.00</b>

**City of Kingsville**  
**Public Works, Wastewater Division**

TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: William Donnell, Director of Public Works  
DATE: November 1, 2018  
SUBJECT: Utility Fund Budget Amendment

*Budget ordinance  
was increased by  
the amount noted  
below.*

**Summary:**

This item authorizes funding for the TCEQ settlements for wastewater effluent violations for exceedances of Dissolved Oxygen, Total Suspended Solids, Ammonia Nitrogen and Escherichia Coli levels at the South Treatment Plant.

**Background:**

This action is based on South Wastewater Treatment Plant Docket No. 2018-1065-MWD-E for exceeding Dissolved Oxygen, Total Suspended Solids, Ammonia Nitrogen and Escherichia Coli effluent discharge limits due to blower malfunctions during the period of June 14 through 18, 2018. Resulting in 16 dead fish and the conveyance of bloodworms into the receiving stream. The blowers have been repaired and effluent discharge is within permit limits. Staff is submitting documentation for a Third Party SEP for Wastewater Treatment Assistance.

**Financial Impact:**

This will reduce Unrestricted Utility Fund balance by \$48,125.00. Increase State Fees account 051-5-700.2-321.00 by \$48,125.00.

**Recommendation:**

Staff is recommending approval of funds for violation fees.



*Nov. 13th Intro.  
Pg. 240*



City of Kingsville, TX

# Budget Worksheet FY 19-20

## Account Summary

For Fiscal: 10/2018-09/2019 Period Ending: 08/31/2019

Expense	2017 Total Activity	2018 Total Activity	2018 Original Budget	2019 Total Budget (Amended)	2019 YTD Activity	2019 Expected Annual	2020 City Manager Requested
Fund: 011 - G.O. DEBT SERVICE FUND							
011-5-5100-61100 Principle	980,797.68	1,124,637.04	1,097,716.00	1,097,716.00	1,097,714.60	1,097,716.00	1,226,940.00
011-5-5100-62100 Interest	458,761.92	357,712.05	332,399.00	332,399.00	321,068.97	332,399.00	303,916.00
011-5-5100-63100 Paying Agent Fees	3,550.00	2,900.00	3,400.00	3,400.00	2,900.00	3,400.00	3,400.00
Expense Total:	1,443,109.60	1,485,249.09	1,433,515.00	1,433,515.00	1,421,683.57	1,433,515.00	1,534,256.00
Fund: 011 - G.O. DEBT SERVICE FUND Total:	1,443,109.60	1,485,249.09	1,433,515.00	1,433,515.00	1,421,683.57	1,433,515.00	1,534,256.00
Report Total:	1,443,109.60	1,485,249.09	1,433,515.00	1,433,515.00	1,421,683.57	1,433,515.00	1,534,256.00



**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE ADOPTING THE CITY MANAGER'S BUDGET, AS AMENDED, OF THE CITY OF KINGSVILLE, TEXAS, AND APPROPRIATING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 01, 2019 AND ENDING SEPTEMBER 30, 2020 IN THE PARTICULARS HEREINAFTER STATED.**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS,** that the budget for FY 2019-2020 is adopted as follows:

**Section One:** The official budget for the City of Kingsville for the fiscal year beginning October 01, 2019 and ending September 30, 2020 has been presented to the City Commission by the City Manager, several budget workshops were conducted on such budget, along with a duly noticed public hearing, and the budget is hereby approved.

**Section Two:** The budget contains a complete financial statement of the City and shows (1) the outstanding obligations of the City of Kingsville, Texas, (2) the cash on hand to the credit of each fund, (3) the funds received from all sources during the preceding year, (4) the funds available from all sources during the ensuing year, (5) the estimated revenue available to cover the proposed budget, and, (6) the estimated tax rate required to cover the proposed budget. The budget shows each of the projects for which expenditures are set up and the estimated amount of money appropriated for each project.

**Section Three:** The sum of \$46,533,961.00 is hereby appropriated for the budget revenues and expenses in the amounts shown on the attached Condensed Statement of all Operating and General Obligation Debt Service Funds – Summary of Revenues and Expenditures. The General Obligation Debt Service principle is \$1,226,940 and interest is \$303,916.

**Section Four:** The budget and all the attached support material as outlined in the above sections shall be deemed the official budget for the City of Kingsville, Texas, for the fiscal year starting October 01, 2019 and ending September 30, 2020. A copy of the official budget shall be kept by the City Secretary with the designation thereon as the official budget for FY 2019-2020, with the date of the adoption clearly stated, and filed with the County Clerk's Office. The official budget shall be available for inspection by any taxpayer.

**Section Five:** The City Commission is authorized to levy taxes in accordance with this budget. The City Commission may authorize the expenditure of City funds only in strict compliance with the budget, except in an emergency. The City Commission may authorize an emergency expenditure as an amendment to the original budget only in case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent care and attention. If the City Commission amends the original official budget to meet an emergency, the City Commission shall file a copy of its ordinance amending the budget with the City Secretary, and the City Secretary shall attach it to the original budget. The

City Manager shall provide for the filing of true copy of the approved budget in the office of the County Clerk of Kleberg County. The City Commission reserves the right to make changes in the official budget for municipal purposes.

**Section Six:** All Ordinances of parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

**Section Seven:** 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.

**Section Eight:** This Ordinance shall NOT be codified but will become effective on and after adoption and publication as required by law.

**Section Nine:** This Ordinance was considered, passed, and approved at a regular meeting of the City Commission of the City of Kingsville, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code, and Chapter 102 of the Texas Local Government Code.

**INTRODUCED** on this the 3rd day of September, 2019.

**PASSED** on this the 9<sup>th</sup> day of September, 2019.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

# **AGENDA ITEM #4**

**CITY OF KINGSVILLE**  
**Fiscal Year 2019-2020**  
**Budget Cover Page**  
**September 9, 2019**

This budget will raise more revenue from property taxes than last year's budget by an amount of \$428,475, which is a 6.06 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$83,863.

The members of the governing body voted on the budget as follows:  
**FOR:**

**AGAINST:**

**PRESENT** and not voting:

**ABSENT:**

*\* I will need this  
 info after meeting  
 to update Budget Cover  
 Page*

**Property Tax Rate Comparison**

	<b>2019-2020</b>	<b>2018-2019</b>
Property Tax Rate:	\$0.85304/100	\$0.83000/100
Effective Tax Rate:	\$0.81247/100	\$0.81971/100
Effective Maintenance & Operations Tax Rate:	\$0.65911/100	\$0.67179/100
Rollback Tax Rate:	\$0.89361/100	\$0.90582/100
Debt Rate:	\$0.16782/100	\$0.16512/100

Total debt obligation for CITY OF KINGSVILLE secured by property taxes:  
 \$1,474,978

## **Notice of Adopted 2019 Tax Rate**

CITY OF KINGSVILLE ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.96 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.34.

**§26.05(b) of Property Tax Code  
Steps Required for Adoption of Tax Rate**

Entity Name: CITY OF KINGSVILLE

Date: 08/29/2019 02:51 PM

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**Language Required in the Motion Setting This Year's Tax Rate:**

This year's proposed tax rate exceeds the effective tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote. A motion to adopt the ordinance, resolution, or order must be made in the following form:

**I move that the property tax rate be increased by the adoption of a tax rate of 0.85304, which is effectively a 4.99 percent increase in the tax rate.**

**Statement Required in the Ordinance, Resolution, or Order Setting This Year's Tax Rate:**

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.96 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.34.**

**Statement That Must be Posted on the Home Page of Any Internet Website Operated by the Taxing Unit:**

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

**CITY OF KINGSVILLE ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.96 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.34.**

**Worksheet for Calculation of Tax Increase  
CITY OF KINGSVILLE**

Date: 08/29/2019 02:53 PM

1. 2018 taxable value, adjusted for court-ordered reductions. Enter Line 6 of the Effective Tax Rate Worksheet.	\$851,325,322
2. 2018 total tax rate. Enter Line 4 of the Effective Tax Rate Worksheet.	\$0.83000/\$100
3. 2018 tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add ETR line 13.	\$7,068,912
4. 2019 total taxable value. Enter line 19 of the Effective Tax Rate Worksheet.	\$878,902,178
5. 2019 proposed tax rate. Enter the proposed tax rate approved by the Governing Body.	\$0.85304/\$100
6. 2019 tax levy. Multiply line 4 times line 5 and divide by 100.	\$7,497,387
7. Tax levy increase (decrease). Subtract line 3 from line 6.	\$428,475
8. Percentage levy increase (decrease). Divide line 7 by line 3. Multiply by 100.	6.06%
9. Notice & hearing limit. Enter the lower of the effective tax rate or the rollback tax rate.	\$0.81247
10. Percentage tax increase (decrease)*. Subtract Line 9 from Line 5. Divide result by Line 9. Multiply by 100.	4.99%

\*Amount by which the proposed tax rate exceed the lower of the rollback tax rate or the effective tax rate. This figure was previously published in the Notice of Public Hearing on Tax Increase and the Notice of Tax Revenue Increase.

## Steps Required for Proposal and Adoption of Budget

Entity Name: CITY OF KINGSVILLE

Date: 08/29/2019 02:52 PM

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### Steps for the Proposal of the Budget:

This year's property tax levy will raise more revenue from property taxes than in the preceding year. The governing body must hold a separate vote to ratify the property tax increase reflected in the budget. This vote must be in addition to and separate from the vote to adopt the budget or the vote to set the tax rate. Cities that maintain a website must post the proposed budget when it is filed with the municipal clerk. The adopted budget must also be posted on the website when it is filed with the municipal clerk.

The following statement must be included on the notices of public hearing on proposed budget. It must also be included on the cover page of the proposed budget, in 18-point type or larger.

**THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$428,475 OR 6.06%, AND OF THAT AMOUNT, \$83,863 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.**

### Steps for the Adoption of the Budget:

-A vote to adopt the budget must be a record vote.

-An adopted budget must contain a cover page stating a record vote of each member of the governing body by name, the property tax rates for the current and preceding fiscal year, the total amount of debt obligations, and the following statement in 18 point font:

**This budget will raise more revenue from property taxes than last year's budget by an amount of \$428,475, which is a 6.06 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$83,863.**

-The budget and cover page must be filed with the clerk and posted on the entity's website at least until the date of the first anniversary the budget is adopted.



# 2019 Governing Body Summary #1A\*

## Benchmark 2019 Tax Rates

### CITY OF KINGSVILLE

Date: 08/29/2019 02:52 PM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
Effective Tax Rate	\$0.81247	\$7,140,817	
One Percent \$100 Tax Increase***	\$0.82059	\$7,212,183	\$71,366
One Cent per \$100 Tax Increase***	\$0.822470	\$7,228,707	\$87,890
Notice & Hearing Limit****	\$0.81247	\$7,140,817	\$0
Rollback Tax Rate	\$0.89361	\$7,853,958	\$713,141
Last Year's Tax Rate	\$0.830000	\$7,294,888	\$154,071
Proposed Tax Rate	\$0.85304	\$7,497,387	\$356,570

\*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

\*\*Tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

\*\*\*Tax increase compared to effective tax rate.

\*\*\*\*The Notice and Hearing Limit is the highest tax rate that may be adopted without publishing Texas Comptroller's Notice 50-819 and holding two public hearings (Notice 50-818 must still be published). It is the lower of the rollback tax rate or the effective tax rate.

**Section 26.05(b) of Property Tax Code**  
**Worksheet for Determination of Steps Required for Adoption of Tax Rate**  
**CITY OF KINGSVILLE**

<b>M&amp;O Tax Increase in Current Year</b>	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 6 of the Effective Tax Rate Worksheet.	\$851,325,322
2. Last year's M&O tax rate. Enter Line 26 of the Rollback Tax Rate Worksheet.	\$0.66488/\$100
3. M&O taxes refunded for years preceding tax year 2018. Enter Line 28E of the Rollback Tax Rate Worksheet.	\$2,376
4. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3.	\$5,662,667
5. This year's total taxable value. Enter line 19 of the Effective Tax Rate Worksheet.	\$878,902,178
6. This year's proposed M&O tax rate Enter the proposed M&O tax rate approved by the Governing Body.	\$0.68522/\$100
7. This year's M&O tax levy. Multiply line 5 times line 6 and divide by 100.	\$6,022,414
8. M&O Tax Increase (Decrease). Subtract line 4 from line 7.	\$359,747
<b>Comparison of Total Tax Rates</b>	
9. Effective Total Tax Rate.	\$0.81247/\$100
10. This year's proposed total tax rate.	\$0.85304/\$100
11. This year's rate minus effective rate. Subtract line 9 from line 10.	\$0.04057
12. Percentage change in total tax rate. Divide Line 11 by line 9.	4.99%
<b>Comparison of M&amp;O Tax Rates</b>	
13. Effective M&O Tax Rate. Enter line 30 of the Rollback Tax Rate Worksheet. Adjust for Sales Tax using Line 44 of the Sales Tax Worksheet, if necessary.	\$0.65911/\$100
14. This year's proposed M&O tax rate.	\$0.68522/\$100
15. This year's rate minus effective rate. Subtract line 13 from line 14.	\$0.02611
16. Percentage change in M&O tax rate. Divide line 15 by line 13.	3.96%
<b>Raised M&amp;O Taxes on a \$100,000 Home</b>	
17. This year's taxable value on a \$100,000 home.	\$100,000
18. Last year's M&O tax rate.	\$0.66488/\$100
19. This year's proposed M&O tax rate.	\$0.68522/\$100
20. This year's raised M&O taxes. Subtract line 18 from line 19 and multiply result by line 17. Divide by 100.	\$20.34

ORDINANCE NO. 2019-\_\_\_\_\_

AN ORDINANCE ESTABLISHING AND ADOPTING THE AD VALOREM TAX RATE FOR ALL TAXABLE PROPERTY WITHIN THE CITY OF KINGSVILLE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 01, 2019 AND ENDING SEPTEMBER 30, 2020, DISTRIBUTING THE TAX LEVY AMONG THE VARIOUS FUNDS, AND PROVIDING FOR A LIEN ON REAL AND PERSONAL PROPERTY TO SECURE THE PAYMENT OF TAXES ASSESSED.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, that the ad valorem tax rate for all taxable property within the city limits of Kingsville, Texas for FY 2018-2019 be established and adopted as follows:

Section One: **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.96 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.34.**

Section Two: That there be and there is hereby levied and ordered collected on each One Hundred Dollar (\$100) valuation of all taxable property, real, personal, and mixed, within the corporate limits of the City of Kingsville, Texas, for the tax corporate limits of the City of Kingsville, Texas, for the tax year 2019 starting October 01, 2019 and ending September 30, 2020, the sum of \$.85304 based on 100% of the fair market value.

Section Three: Said levy shall be distributed in the following manner:

FOR GENERAL FUND EXPENDITURES (Maintenance & Operations), the sum of \$.68522 on each one hundred dollars (\$100.00) assessed valuation of such property.

FOR DEBT SERVICE FUND EXPENDITURES of annual principal, interest, and service fees of all General Obligation Bonds, Warrants, Certificates of Obligation, and Combination Tax and Junior Lien Revenue

Certificates of Obligations, of the City of Kingsville, the sum of \$.16782 on each one hundred dollars (\$100) assessed valuation of such property.

Section Four: That said taxes shall be due and payable at the time and in the manner provided by ordinances of the City of Kingsville and laws of the State of Texas, relating to the payment of taxes and providing for penalties and interest on delinquent taxes.

Section Five: There is hereby fixed, levied on each and every item of taxable property a lien for the purpose of securing the certain payment of the taxes assessed against said item of property and said lien shall continue to exist against any item of property against which a tax is assessed hereunder until such tax together with all penalties and interest shall be paid.

Section Six: This ordinance shall be in full force and effective ten days from and after the date of the second publication in a local newspaper as provided by law and the City Charter of the City of Kingsville.

Section Seven: The tax rate established and adopted by this ordinance and a copy of this ordinance shall be filed in the office of the Tax Assessor Collector.

Section Eight: That no discounts or split payments are allowed for the 2019 tax year.

Section Nine: That an exemption of \$8,400.00 be granted for any person of age sixty-five (65) or over.

Section Ten: The Kleberg County Tax Assessor-Collector is hereby authorized to assess and collect the taxes of the City of Kingsville employing the above tax rate.

**INTRODUCED** on this the 3rd day of September, 2019.

**PASSED** on this the 9<sup>th</sup> day of September, 2019.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

# **AGENDA ITEM #5**

### MOTION ON ADOPTION OF TAX RATE

Based on the information from the Tax Assessor-Collector's Office, this year's proposed tax rate exceeds the effective tax rate, so the motion to adopt the ordinance setting the tax rate requires the language about a "tax increase" as stated in Section 26.05(b) of the Texas Property Tax Code.

For whoever will be making tonight's motion on the tax rate, the suggested wording for the motion is as follows:

**"I move that the property tax rate be increased by the adoption of a tax rate of \$0.85304, which is effectively a 4.99% percent increase in the tax rate."**

Motion on  
Tax Rate

**§26.05(b) of Property Tax Code  
Steps Required for Adoption of Tax Rate**

Entity Name: CITY OF KINGSVILLE

Date: 08/29/2019 02:51 PM

**Language Required in the Motion Setting This Year's Tax Rate:**

This year's proposed tax rate exceeds the effective tax rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote. A motion to adopt the ordinance, resolution, or order must be made in the following form:

I move that the property tax rate be increased by the adoption of a tax rate of 0.85304, which is effectively a 4.99 percent increase in the tax rate.

**Statement Required in the Ordinance, Resolution, or Order Setting This Year's Tax Rate:**

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.96 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.34.**

**Statement That Must be Posted on the Home Page of Any Internet Website Operated by the Taxing Unit:**

This year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy. The following statements must be included in the ordinance, resolution, or order setting this year's tax rate. The statements must be in larger type than the type used in any other portion of the document.

**CITY OF KINGSVILLE ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

**THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.96 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$20.34.**

## **AGENDA ITEM #6**



**RESOLUTION #2019-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE SETTING ASIDE THE DIFFERENCE IN FUNDS RECEIVED FROM \$.83000 AND \$.85304 TAX RATE INTO A SPECIAL FUND FOR FUTURE EMERGENCY AND/OR CAPITAL ITEMS; REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State Legislature passed Senate Bill 2 in 2019 that restricts a municipality's ability to raise its ad valorem tax rate more than 3.5% without voter approval starting in 2020, thereby making it more difficult for a city to raise revenues to meet its citizens' needs;

**WHEREAS**, the Government Finance Officers Association of Texas has recommended that for fiscal year 2019-2020 cities consider adopting a higher tax rate now while they can for future unanticipated revenue needs as trying to raise those same funds later to meet needs may not be possible;

**WHEREAS**, the City of Kingsville has adopted a tax rate for Fiscal Year 2019-2020 of \$.85304 and has built that year's budget off a tax rate of \$.83000 in order to set aside the difference in funds received between those two rates into a special fund that will be used for future emergency and/or capital items as determined by the City Commission;

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

I.

**THAT** for Fiscal Year 2019-2020 the difference in funds received from the tax rate of \$.85304 and \$.83000 be set aside into a special fund that will be used for future emergency and/or capital items as determined by the City Commission on an as needed basis.

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 9<sup>th</sup> day of September, 2019.

---

Sam Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #7**

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER III, ARTICLE 7, PERSONNEL POLICIES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

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

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

I.

**THAT** Section 3-7-1 of Article 7: Personnel Policies of Chapter III. Administration of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**§ 3-7-1 ADOPTION OF THE JOB CLASSIFICATION AND COMPENSATION PLAN.**

The City of Kingsville Classification and Compensation Plan dated effective as of October 1, 2019 is hereby adopted by reference providing for certain classifications and positions as more particularly defined therein. Classified positions and incumbents thereof who have completed the designated probationary period and any extensions thereof shall be subject to the terms and conditions of all policies incorporated by reference and adopted by the City Commission by resolution. Except members of the Fire and Police collective bargaining units, all other employees (executive, exempt and non-exempt) serve at will, at the pleasure of the City Manager, or designee, or at the pleasure of the City Commission if appointed by the City Commission, and shall have and continue such at-will status, notwithstanding any other provision of this Classification Plan, any other City Ordinance, or any rule or regulation of the City.

All Non-Exempt Non-Civil Service employees of the City of Kingsville are placed in a step according to the City of Kingsville Fiscal Year 2019-2020 Non-Exempt Chart.

New hires shall be placed at the compensation Class for the designated positions. New hires may be placed in the Step within the designated Class corresponding to the years of experience the new employee brings to the City correlating to the designated duties of the position not to exceed Step 5 unless approved by City Commission.

Non-Exempt employees promoted, transferred or temporarily assigned to a position in a higher classification range shall commence at a step of the higher Class. Each promoted, transferred or temporarily assigned employee shall then proceed to the next step after one (1) year in their current position and shall proceed to each step thereafter on the 3<sup>rd</sup>, 6<sup>th</sup>, 10<sup>th</sup>, and 15<sup>th</sup> year or until the employee reaches the fifth step of the compensation schedule.

Employees demoted, transferred, temporarily assigned, or accepting a position in a lower Class shall commence at a step of pay in the lower Class. Employees shall proceed to the next step of the compensation plan, as scheduled, based on years of City service.

All Exempt Class employees of the City of Kingsville shall be placed in a step program to receive a scheduled salary increase on the anniversary date of their 1<sup>st</sup>, 3<sup>rd</sup>, 6<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> and 25<sup>th</sup> year of service in the Exempt Class position. Percentage increases shall correspond to the Exempt Class Step Program included in the Classification and Compensation Plan for Fiscal Year 2019-2020.

Executive Level 1 & 2 positions shall receive a cost of living adjustment when Non-Exempt Non-Civil Service employees receive a cost of living adjustment. The City Commission shall evaluate the

performance of and recommend salaries for Executive Level 1 & 2 positions each July to prepare for the up-coming fiscal year.

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 9th day of September, A. D., 2019.

**PASSED AND APPROVED** on this the 23<sup>rd</sup> day of September, A. D., 2019.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CITY OF KINGSVILLE**  
**CLASSIFICATION AND COMPENSATION PLAN**  
**~~FISCAL YEAR 2018-2019~~**  
**FISCAL YEAR 2019-2020**

Original Introduction: September 9, 2019

**FY 2019-2020 Non-Exempt Wage Schedule  
DRAFT**

**Class**

Step 7 & 8 available to employees in these steps as of October 1, 2016

<b>1</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>		<b>Step 7</b>	
	\$ 10.20	\$ 10.51	\$ 10.83	\$ 11.15	\$ 11.48	\$ 11.83		\$ 12.18	
1%	\$ 10.30	\$ 10.62	\$ 10.94	\$ 11.26	\$ 11.59	\$ 11.95		\$ 12.30	
	<b>Animal Care Attendant</b>			<b>Library Assistant</b>					
	<b>Children's Services Librarian</b>			<b>Maintenance Worker</b>					
	<b>Custodian</b>			<b>Plant Helper</b>					
	<b>Equipment Operator I</b>			<b>Recycling Technician</b>					
	<b>Equipment Service Worker</b>			<b>Utility Worker</b>					
	<b>Golf Pro Shop Attendant</b>			<b>Kennel Attendant</b>					

Step 7 & 8 available to employees in these steps as of October 1, 2016

<b>2</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>		<b>Step 7</b>	<b>Step 8</b>
	\$ 10.61	\$ 10.93	\$ 11.26	\$ 11.60	\$ 11.94	\$ 12.30		\$ 12.67	\$ 13.05
1%	\$ 10.72	\$ 11.04	\$ 11.37	\$ 11.72	\$ 12.06	\$ 12.42			\$ 13.18
	<b>Circulation Librarian</b>			<b>Reference/Information Librarian</b>					
	<b>Customer Service Representative</b>			<b>Technical Services Assistant</b>					

<b>3</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 11.04	\$ 11.37	\$ 11.71	\$ 12.06	\$ 12.42	\$ 12.79
1%	\$ 11.15	\$ 11.48	\$ 11.83	\$ 12.18	\$ 12.54	\$ 12.92
	<b>Pump Operator</b>		<b>Animal Care Attendant</b>			

<b>4</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 11.48	\$ 11.83	\$ 12.18	\$ 12.55	\$ 12.92	\$ 13.31
1%	\$ 11.60	\$ 11.94	\$ 12.30	\$ 12.67	\$ 13.05	\$ 13.44

<b>5</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 11.94	\$ 12.30	\$ 12.66	\$ 13.04	\$ 13.43	\$ 13.84
1%	\$ 12.06	\$ 12.42	\$ 12.79	\$ 13.17	\$ 13.56	\$ 13.98
	<b>Animal Control Services Specialist</b>					
	<b>Inventory Clerk</b>					
	<b>Tourism Services Technician</b>					

Step 7 & 8 available to employees in these steps as of October 1, 2016

<b>6</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>		<b>Step 8</b>
	\$ 12.41	\$ 12.79	\$ 13.17	\$ 13.57	\$ 13.97	\$ 14.39		\$ 15.26
1%	\$ 12.53	\$ 12.92	\$ 13.30	\$ 13.71	\$ 14.11	\$ 14.53		\$ 15.41
	<b>Customer Billing Specialist</b>			<b>GIS Technician</b>				
	<b>Deputy Clerk</b>			<b>Meter Reader Technician</b>				
	<b>Engineering Technician</b>			<b>Telecommunications Operator</b>				
	<b>Equipment Operator II</b>			<b>Street Equipment Operator I</b>				
	<b>Audio/Visual Specialist</b>							

<b>7</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 12.91	\$ 13.30	\$ 13.70	\$ 14.11	\$ 14.53	\$ 14.97
1%	\$ 13.04	\$ 13.43	\$ 13.84	\$ 14.25	\$ 14.68	\$ 15.12
	<b>Administrative Assistant I</b>					

<b>8</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 13.43	\$ 13.83	\$ 14.24	\$ 14.67	\$ 15.11	\$ 15.56
1%	\$ 13.56	\$ 13.97	\$ 14.38	\$ 14.82	\$ 15.26	\$ 15.72
	<b>Telecommunications Operator - (From C6)</b>					

# FY 2019-2020 Non-Exempt Wage Schedule

## DRAFT

Step 7 & 8 available to employees in these steps as of October 1, 2016

<b>9</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>		<b>Step 8</b>
	\$ 13.96	\$ 14.38	\$ 14.81	\$ 15.26	\$ 15.72	\$ 16.19		\$ 17.17
1%	\$ 14.10	\$ 14.52	\$ 14.96	\$ 15.41	\$ 15.88	\$ 16.35		\$ 17.34

*A/P Specialist*

*Accounting Assistant*

*Administrative Assistant II*

*Assistant Library Administrator*

*Digital Services Librarian*

*Equipment Operator III*

*Help Desk Technician*

*Maintenance Technician*

*Street Equipment Operator II*

*Water/Wastewater Operator*

*Welder/Fabricator*

Step 7 & 8 available to employees in these steps as of October 1, 2016

<b>10</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 14.52	\$ 14.96	\$ 15.41	\$ 15.87	\$ 16.34	\$ 16.83
1%	\$ 14.67	\$ 15.11	\$ 15.56	\$ 16.03	\$ 16.50	\$ 17.00

*Human Resource Specialist*

*Lab Technician*

*Payroll Specialist*

<b>Step 7</b>	
\$ 17.33	

<b>11</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 15.10	\$ 15.56	\$ 16.02	\$ 16.50	\$ 17.00	\$ 17.51
1%	\$ 15.25	\$ 15.72	\$ 16.18	\$ 16.67	\$ 17.17	\$ 17.69

*Community Appearance Inspector*

*Lead Maintenance Technician*

*Lead Telecommunications Operator*

*Paralegal*

*Street Equipment Operator III*

<b>12</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 15.71	\$ 16.18	\$ 16.66	\$ 17.16	\$ 17.68	\$ 18.21
1%	\$ 15.87	\$ 16.34	\$ 16.83	\$ 17.33	\$ 17.86	\$ 18.39

<b>13</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 16.34	\$ 16.82	\$ 17.33	\$ 17.85	\$ 18.38	\$ 18.94
1%	\$ 16.50	\$ 16.99	\$ 17.50	\$ 18.03	\$ 18.56	\$ 19.13

*Foreman*

<b>14</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 16.99	\$ 17.50	\$ 18.02	\$ 18.56	\$ 19.12	\$ 19.69
1%	\$ 17.16	\$ 17.68	\$ 18.20	\$ 18.75	\$ 19.31	\$ 19.89

*Special Events Coordinator*

*Street Foreman*

<b>15</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 17.67	\$ 18.20	\$ 18.74	\$ 19.31	\$ 19.88	\$ 20.48
1%	\$ 17.85	\$ 18.38	\$ 18.93	\$ 19.50	\$ 20.08	\$ 20.68

*Building Inspector*

*Crime Scene Specialist*

*Health Inspector I*

<b>16</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 18.37	\$ 18.93	\$ 19.49	\$ 20.08	\$ 20.68	\$ 21.30
1%	\$ 18.55	\$ 19.12	\$ 19.68	\$ 20.28	\$ 20.89	\$ 21.51

*Engineer's Assistant*

<b>17</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
	\$ 19.11	\$ 19.68	\$ 20.27	\$ 20.88	\$ 21.51	\$ 22.15
1%	\$ 19.30	\$ 19.88	\$ 20.47	\$ 21.09	\$ 21.73	\$ 22.37

*Health Inspector II*



# FY 2019-2020 Non-Exempt Wage Schedule

## DRAFT

### OTHER POSITIONS

Min	
\$ 7.50	

### Seasonal/Temporary Employees

Example of positions include: Pool Manager/Attendants/Instructors/Lifeguards, Recreational Assistants, etc.

Step increases are calculated from Step placement at time of hire. Employees progress to the next Step upon completion of 1 year, 3 year, 6th year, 10th year and 15th year or until reach Step 6. Steps 7 & Step 8 are limited to employees in those steps as of October 1, 2016.

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

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

Class/Grade/	Monthly	Per Pay Period Basis *	Class/Grade/Unit	Monthly	Per Pay Period Basis *
TCEQ - I or D	\$30.00	\$13.85	TCEQ - II or B	\$55.00	\$25.39
TCEQ - C	\$40.00	\$18.47	TCEQ - III or A	\$85.00	\$39.24

\* Rounding may be required for payroll purposes.

Per Pay Period	Agency	Level/Class
\$ 13.85	DSHS-Animal Control	Basic
	EPA - Refrigerant Recovery and Recycling	Authorized EPA Section 609 Approved
	FMCSA - Brake Inspectors	Authorized FMCSA 49CRF 396.25
	TCEQ	I
	TCEQ	D
	TCEQ - Backflow Prevention Assembly Tester	
	TCEQ - Landscape Irrigator	
	TCEQ - Landscape Technician	
	TCEQ - Underground Storage Tank	
	TMCEC - MC Deputy	I
	TXDPS - Hazardous Material Endorsement	
\$ 16.00	TDLR -Code Enforcement Officer	Basic
	TMCEC - MC Deputy	II
	PARALEGAL	
\$ 18.47	TCEQ	C
	TDA - Pesticide Applicator	License
\$ 25.39	TCEQ	II
	TCEQ	B
	TCOLE - Telecommunications	License
\$ 39.24	TCEQ	III
	TCEQ	A

**LONGEVITY PROGRAM** -- \$2 per month per year of service - maximum 25 years

**CITY OF KINGSVILLE**  
**CLASSIFICATION COMPENSATION PLAN - EXEMPT**  
**FISCAL YEAR 2019-2020**

		<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
<b>EXECUTIVE OFFICER – 1</b>		\$ 103,098	\$ 124,967	\$ 146,836
City Manager		<u>\$ 126,000</u>	<u>\$ 152,000</u>	<u>\$ 178,000</u>
<b>EXECUTIVE OFFICER - 2</b>		\$ 93,513	\$ 113,349	\$ 133,185
City Attorney		<u>\$ 96,000</u>	<u>\$ 127,000</u>	<u>\$ 158,000</u>
Municipal Court Judge				
<b>EXEMPT CLASS - 1</b>		\$ 76,933	\$ 93,252	\$ 109,571
City Engineer	Fire Chief	<u>\$ 77,702</u>	<u>\$ 94,185</u>	<u>\$ 110,667</u>
Finance Director	Police Chief			
<b>EXEMPT CLASS - 2</b>		\$ 73,720	\$ 88,812	\$ 104,354
		<u>\$ 74,457</u>	<u>\$ 89,700</u>	<u>\$ 105,398</u>
Assistant City Attorney	Planning & Development Services Director			
Economic Development Director	Public Works Director			
<b>EXEMPT CLASS - 3</b>		\$ 63,293	\$ 76,719	\$ 90,145
Human Resources Director	Tourism Services Director	<u>\$ 63,926</u>	<u>\$ 77,486</u>	<u>\$ 91,046</u>
Parks and Recreation Director				
<b>EXEMPT CLASS - 4</b>		\$ 60,279	\$ 73,066	\$ 85,852
Health Director	Library Director	<u>\$ 60,882</u>	<u>\$ 73,797</u>	<u>\$ 86,711</u>
<b>EXEMPT CLASS - 5</b>		\$ 54,675	\$ 66,273	\$ 77,870
Risk Manager	<b><u>Public Information Officer</u></b>	<u>\$ 55,222</u>	<u>\$ 66,936</u>	<u>\$ 78,649</u>
<b>EXEMPT CLASS - 6</b>		\$ 47,230	\$ 57,249	\$ 67,267
Accounting Manager	Golf Course Manager	<u>\$ 47,702</u>	<u>\$ 57,821</u>	<u>\$ 67,940</u>
Building Official	Information Technology Manager			
Capital Improvements Manager	Parks Manager			
City Secretary	Purchasing Manager			
<b>EXEMPT CLASS - 7</b>		\$ 42,839	\$ 51,926	\$ 61,013
Collection's Supervisor	Solid Waste Supervisor	<u>\$ 43,267</u>	<u>\$ 52,445</u>	<u>\$ 61,623</u>
Communication's Supervisor	Staff Accountant			
Community Appearance Supervisor	Street Supervisor			
Downtown Manager	Systems Specialist			
Facilities Supervisor	Wastewater Supervisor			
Garage Supervisor	Water Production Supervisor			
Municipal Court Supervisor	Water Supervisor			

**EXEMPT CLASS STEP PROGRAM - ANNIVERSARY INCREASES BASED ON CURRENT POSITION**

1ST YEAR	3%	15TH YEAR	3%
3RD YEAR	3%	20TH YEAR	3%
6TH YEAR	3%	25TH YEAR	3%
10TH YEAR	3%		

**LONGEVITY PROGRAM**

\$2 per month per year of service

## **AGENDA ITEM #8**

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

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TO: Mayor and City Commissioners

CC: Deborah Balli, Interim City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: August 30, 2019

SUBJECT: Incentives and Awards – Policy # 640.01 Safety Incentive Award Program

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**Summary:**

Update Policy 640.01 Safety Incentive Award Program for program to include all non-civil service employees including both field and non-field personnel.

The City of Kingsville requires its employees to be safety conscious. This updated policy monetarily rewards personnel who remain accident/injury free for each 12-month period from October 1<sup>st</sup> to September 30<sup>th</sup> of each year.

**Background:**

Current Policy 640.01 was last updated on November 14, 2016.

**Financial Impact:**

This proposed policy revision was addressed during the budget workshops for FY 2019-2020 and is incorporated into the proposed budget.

**Recommendation:**

Update policy and reward structure for safety conscious personnel.



DRAFT REVISIONS: 08.29.2019

## INCENTIVES AND AWARDS

### POLICY NO. 640.01 SAFETY INCENTIVE AWARD PROGRAM

*Approved: 11/14/2016*

**Purpose:** The purpose of this policy is to establish guidelines and criteria for the administration of the City of Kingsville Safety Incentive Award Program. All monetary incentives are subject to taxes, federal withholding and other employee required contributions such as retirement. Monetary incentives may vary based on budget allocations.

#### **Scope of Policy**

The Safety Incentive Award Program was established to recognize City employees for working safely, which includes driving and operation of equipment the essential job duties.

The provisions for the Safety Incentive Award Program shall be applicable to all non-civil service full-time, and part-time employees working in a field environment.

~~Administrative office personnel and collective bargaining employees are ineligible to participate in the Safety Incentive Award Program.~~

#### **Definitions**

**Occupational Incident** – Any incident resulting in injury/illness and/or damage.

**Preventable Incident** – An incident which would not have occurred if the employee had used sound judgment, followed proper appropriate training and safety operating procedures.

**Non-preventable** – An incident which would have occurred regardless of employee following proper appropriate procedures.

#### **I. Safety Incentive Program**

The Safety Incentive Award Program is intended to reward recognize employees who avoid preventable incidents. The Risk Manager shall be responsible for administering the Safety Incentive Award Program.

The program period is October 1<sup>st</sup> through September 30<sup>th</sup> of each year. Employees must be in the eligible classifications for the entire program year to be eligible for award. No partial or prorated awards shall be allowed. Awards shall be distributed to all eligible and active employees during the month of December each year.

#### **II. Criteria for Awards**

Eligibility Requirements:

Non-exempt and exempt full-time and part-time employees working in a field environment employed for twelve (12) consecutive months immediately prior to the end of the safety award year, and have no more than one (1) documented preventable incidents within the program period.

Disqualification for award:

- A) ~~Two (2)~~ One (1) preventable incidents during the program year, or
- B) Failure to timely report occupational incidents injury or illness as per policy

Employees ineligible for award in any given program year are eligible to participate in the following program year.

Every year after October 1<sup>st</sup>, the Risk Manager shall submit a list of all employees eligible to receive the safety incentive award to each department. The department supervisor shall review the list and submit the approved list to the Risk Manager.

Employees working in a non-office environment are eligible for the following:

1st Year –	\$ 50.00
2nd Year –	\$ 75.00
3rd & Subsequent Years -	\$100.00

Employees working in an office environment are eligible for the following depending on years of employment and program eligibility:

1st Year –	\$ 25.00
2nd Year –	\$ 40.00
3rd & Subsequent Years -	\$ 50.00

Monetary incentives are subject to federal withholding and may vary based on budget allocations.

~~The following shall be used to determine eligibility of monetary award when employees have preventable incidents:~~

<del>Year</del>	<del>First Incident</del>	<del>Two or More Incidents</del>
<del>Any Year</del>	<del>Corrective Action</del>	<del>Corrective Action &amp; Ineligible for Award</del>

Employees with 3<sup>rd</sup> one (1) incident in program year shall begin at the first year level of the safety incentive award.

### **III. Incidents**

The Safety Advisory Board shall review all occupational incidents. The board shall meet monthly or as needed to review incident reports and any supporting documentation to determine whether the incident was preventable or non-preventable.

The board shall review the reports and shall conduct interviews or inquiries as deemed necessary. At the completion of the review, the board will forward the report to the Risk Manager with their recommendation. The Risk Manager shall review the documents for compliance and will notify the employee and department supervisor in writing of the Safety Advisory Board's decision regarding the incident.

Once the employee receives an incident determination letter, the employee will have ten (10) calendar days to appeal the board's decision from the date of the determination letter. The appeal request letter must be submitted to the Risk Manager. The employee will then be notified of the date and time of the appeal.

~~If the employee may request wishes~~ to have the City Manager or City Manager's designee review the committee's appeal decision, the employees must make such request in writing within ten (10) calendar days from the date of the appeal determination letter. The request must be made to the Risk Manager.

Once the City Manager or City Manager's designee makes a decision on the incident, the decision is final. The Risk Manager will notify the employee and department supervisor in writing of the decision.

*Approved by Resolution # 2016-79 – 11/14/2016*

*Revision Draft: Proposed Effective Date: September 9, 2019*

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION REVISING THE CITY OF KINGSVILLE ADMINISTRATIVE  
POLICY NO. 640.01 -SAFETY INCENTIVE AWARD PROGRAM.**

**WHEREAS**, the City Commission previously adopted an administrative policy handbook for employees and it is now being proposed that Policy No. 640.01-Safety Incentive Award Program be revised as noted in the attached document; and

**WHEREAS**, staff proposed on November 14, 2016 to have the Safety Incentive Award Program apply only to field personnel which include driving and operation of equipment in the essential job duties; and

**WHEREAS**, staff now proposes to have the Safety Incentive Award Program apply to all non-civil service employees including both field and non-field personnel, as had been done prior to the 2016 revision; and

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

I.

**THAT** Policy No. 640.01-Safety Incentive Award Program, attached as Exhibit A, is hereby approved;

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 9<sup>th</sup> day of September, 2019.

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Sam R. Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## **INCENTIVES AND AWARDS**

### **POLICY NO. 640.01 SAFETY INCENTIVE AWARD PROGRAM**

**Purpose:** The purpose of this policy is to establish guidelines and criteria for the administration of the City of Kingsville Safety Incentive Award Program. All monetary incentives are subject to taxes, federal withholding and other employee required contributions such as retirement. Monetary incentives may vary based on budget allocations.

#### **Scope of Policy**

The Safety Incentive Award Program was established to recognize City employees for working safely.

The provisions for the Safety Incentive Award Program shall be applicable to all non-civil service full-time, and part-time employees.

#### **Definitions**

**Occupational Incident** – Any incident resulting in injury/illness and/or damage.

**Preventable Incident** – An incident which would not have occurred if the employee had used sound judgment, followed appropriate training and safety operating procedures.

**Non-preventable** – An incident which would have occurred regardless of employee following appropriate procedures.

#### **I. Safety Incentive Program**

The Safety Incentive Award Program is intended to recognize employees who avoid preventable incidents. The Risk Manager shall be responsible for administering the Safety Incentive Award Program.

The program period is October 1<sup>st</sup> through September 30<sup>th</sup> of each year. Employees must be in the eligible classifications for the entire program year to be eligible for award. No partial or prorated awards shall be allowed. Awards shall be distributed to all eligible and active employees during the month of December each year.

#### **II. Criteria for Awards**

Eligibility Requirements:

Non-exempt and exempt full-time and part-time employees employed for twelve (12) consecutive months immediately prior to the end of the safety award year, and have no documented preventable incidents within the program period.

Disqualification for award:

- A) One (1) preventable incidents during the program year, or
- B) Failure to timely report occupational incidents as per policy

Employees ineligible for award in any given program year are eligible to participate in the following program year.

Every year after October 1<sup>st</sup>, the Risk Manager shall submit a list of all employees eligible to receive the safety incentive award to each department. The department supervisor shall review the list and submit the approved list to the Risk Manager.

Employees working in a non-office environment are eligible for the following:

1st Year –	\$ 50.00
2ndYear –	\$ 75.00
3rd & Subsequent Years -	\$100.00

Employees working in an office environment are eligible for the following depending on years of employment and program eligibility:

1st Year –	\$ 25.00
2ndYear –	\$ 40.00
3rd & Subsequent Years -	\$ 50.00

Monetary incentives are subject to federal withholding and may vary based on budget allocations.

Employees with one (1) incident in program year shall begin at the first year level of the safety incentive award.

### **III. Incidents**

The Safety Advisory Board shall review all occupational incidents. The board shall meet monthly or as needed to review incident reports and any supporting documentation to determine whether the incident was preventable or non-preventable.

The board shall review the reports and shall conduct interviews or inquiries as deemed necessary. At the completion of the review, the board will forward the report to the Risk Manager with their recommendation. The Risk Manager shall review the documents for compliance and will notify the employee and department supervisor in writing of the Safety Advisory Board's decision regarding the incident.

Once the employee receives an incident determination letter, the employee will have ten (10) calendar days to appeal the board's decision from the date of the determination letter. The appeal request letter must be submitted to the Risk Manager. The employee will then be notified of the date and time of the appeal.

The employee may request to have the City Manager or City Manager's designee review the committee's appeal decision, the employees must make such request in writing within ten (10) calendar days from the date of the appeal determination letter. The request must be made to the Risk Manager.

Once the City Manager or City Manager's designee makes a decision on the incident, the decision is final. The Risk Manager will notify the employee and department supervisor in writing of the decision.

*Approved by Resolution # 2016-79 – 11/14/2016*

*Newly amended September 9, 2019*

*Proposed Effective Date: September 9, 2019*

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

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TO: Mayor and City Commissioners

CC: Deborah Balli, Interim City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: August 29, 2019

SUBJECT: Revision to Policy 630.04 Separation Pay

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**Summary:** Policy 630.04 Separation Pay pertains to non-civil service staff. These revisions address several areas as indicted below:

- Increase employment timeframe from 6 months to 9 months to be eligible to receive payouts of accrued vacation and sick leave upon separation
- Creation of tiers for vacation payouts. The more time an individual is employed the higher number of accrued vacation hours available at separation. New tiers range from 80 hours to 200 hours.
- Reduce the number of eligible vacation hours for persons separating with less than 2 years of continuous service from 120 hours to 80 hours.
- Eliminate the exclusion of exempt staff from regular Sick Leave payout

**Background:** Policy 630.04 was last updated on August 28, 2006.

**Financial Impact:** Absorbed within affected departments.

**Recommendation:** To consider revision to Policy 630.04 Separation Pay.



# **AGENDA ITEM #9**

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

***DRAFT – DRAFT – DRAFT***  
**POLICY NO. 630.04      SEPARATION PAY**

Exempt and Non-Exempt Regular full-time Employees having completed ~~180~~ 9 months continuous days of City service who separate from employment for any reason, other than FMLA leave or military leave under USERRA, will be paid all wages due plus the following:

Vacation Leave – ~~For maximum of 120 hours of accrued Vacation Leave~~ accrued Vacation Leave available upon separation see chart below. All accrued vacation leave in excess of ~~this amount~~ is forfeited.

Continuous Employment From	To	Hours
9 months	2 years	80
2+ years	5 years	120
5+ years	10 years	140
10+ years	15 years	160
15+ years	20 years	180
20+ years		200

Pre-1984 Sick Leave: Maximum of 720 hours of Pre-1984 Sick leave shall be paid at separation. All Pre-1984 Sick Leave in excess of 720 hours shall be forfeited. Pre-1984 Sick Leave shall count on an hour per hour basis.

~~Non-Exempt Regular full-time Employees having completed 180 continuous days of City service and separate from employment are also eligible for the following:~~

Sick Leave –If the maximum of Pre-1984 Sick Leave is not reached then one-half (1/2) of accrued Sick Leave up to a maximum of 720 hours shall be paid at separation. All accrued Sick leave in excess of this amount is forfeited. ***Combination of Pre-1984 Sick Leave and Sick Leave shall not exceed 720 hours.***

- ~~Employees having completed less than 180 continuous days~~ 9 months of City service, who separate from employment for any reason, other than for military leave under USERRA, shall forfeit all vacation and sick leave accruals.
- Civil Service Employees of the City's fire and police departments shall be paid according to current contract specifications.

*Approved: August 28, 2006*

Draft – Effective October 1, 2019



**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION AMENDING THE CITY OF KINGSVILLE ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL, POLICY NO. 630.04-SEPARATION PAY.**

**WHEREAS**, the City Commission previously adopted an administrative policy handbook for employees on August 28, 2006 and it is now being proposed that Policy No. 630.04-Separation Pay be amended to provide for equal separation pay treatment for exempt and non-exempt regular full-time employees who have completed at least 9 months of continuous City service and separate from employment and to provide for a vacation leave separation pay chart to encourage employee retention; and

**WHEREAS**, the requested change does not significantly impact the City financially;

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

I.

**THAT** Policy No. 630.04-Separation Pay, attached as Exhibit A, is hereby approved;

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 9<sup>th</sup> day of September, 2019.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**POLICY NO. 630.04      SEPARATION PAY**

Exempt and Non-Exempt Regular full-time Employees having completed 9 months continuous City service who separate from employment for any reason, other than FMLA leave or military leave under USERRA, will be paid all wages due plus the following:

Vacation Leave – For maximum accrued Vacation Leave available upon separation see chart below. All accrued vacation leave in excess is forfeited.

Continuous Employment From	To	Hours
9 months	2 years	80
2+ years	5 years	120
5+ years	10 years	140
10+ years	15 years	160
15+ years	20 years	180
20+ years		200

Pre-1984 Sick Leave: Maximum of 720 hours of Pre-1984 Sick leave shall be paid at separation. All Pre-1984 Sick Leave in excess of 720 hours shall be forfeited. Pre-1984 Sick Leave shall count on an hour per hour basis.

Sick Leave –If the maximum of Pre-1984 Sick Leave is not reached then one-half (1/2) of accrued Sick Leave up to a maximum of 720 hours shall be paid at separation. All accrued Sick leave in excess of this amount is forfeited. ***Combination of Pre-1984 Sick Leave and Sick Leave shall not exceed 720 hours.***

- Employees having completed less than 9 months of City service, who separate from employment for any reason, other than for military leave under USERRA, shall forfeit all vacation and sick leave accruals.
- Civil Service Employees of the City's fire and police departments shall be paid according to current contract specifications.

*Approved: August 28, 2006*

*Amended: September 9, 2019*

*Effective October 1, 2019*

# **AGENDA ITEM #10**



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

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TO: Mayor and City Commissioners

CC: Deborah Balli, Interim City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: August 29, 2019

SUBJECT: Revision to Policy 630.01 Longevity Pay

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**Summary:** Policy 630.01 Longevity Pay pertains to all full-time and part-time employees. These revisions address the following:

- Addition of longevity pay for non-civil service employees.
- Establishing when and how longevity rates are set for both civil and non-civil service employees.

**Background:** Policy 630.01 was last updated on August 28, 2006.

**Financial Impact:** Presented during the budget process. The addition of longevity for non-civil service positions for FY 2019-2020 is approximately \$ 36,240 which has been incorporated in the proposed budget presented by Interim City Manager.

**Recommendation:** To consider revision to Policy 630.01 Longevity Pay.



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

*DRAFT...DRAFT*

**POLICY NO. 630.01      LONGEVITY**

Longevity pay applies to all full-time and part-time employees of the City of Kingsville.

Longevity rates for non-civil service positions are established by the City Commission on an annual basis.

Longevity rates for civil service employees are established ~~only to Civil Service employees within the Police and Fire Departments as designated~~ by their perspective collective bargaining agreements.

~~For each year of service, eligible employees shall receive \$4.00 per month of civil service employment up to a maximum of 25 years. The Employee may receive longevity pay on a bi-weekly basis or on an annual basis paid in the 1<sup>st</sup> pay period of December of each year.~~

*Approved: August 28, 2006*

*Proposed Effective Date: October 1, 2019*



**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION AMENDING THE CITY OF KINGSVILLE ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL, POLICY NO. 630.01-LONGEVITY PAY.**

**WHEREAS**, the City Commission previously adopted an administrative policy handbook for employees on August 28, 2006 and it is now being proposed that Policy No. 630.01-Longevity Pay be amended to provide for exempt and non-exempt full-time and part-time non-civil service employees; and

**WHEREAS**, the requested change does not significantly impact the City financially;

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

I.

**THAT** Policy No. 630.01-Longevity Pay, attached as Exhibit A, is hereby approved;

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 9<sup>th</sup> day of September, 2019.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**POLICY NO. 630.01      LONGEVITY**

Longevity pay applies to all full-time and part-time employees of the City of Kingsville.

Longevity rates for non-civil service positions are established by the City Commission on an annual basis.

Longevity rates for civil service employees are established by their perspective collective bargaining agreements.

*Approved: August 28, 2006*

*Amended: September 9, 2019*

*Proposed Effective Date: October 1, 2019*

# **AGENDA ITEM #11**

**City of Kingsville  
Planning Department**

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TO: Mayor and City Commissioners

CC: Deborah Balli, Interim City Manager

FROM: Cynthia Martin, Downtown Manager

DATE: August 30, 2019

SUBJECT: Services Pertaining to 2020 Main Street Grant Application

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**Summary:** The City intends to apply for a 2020 Texas Capital Fund Main Street grant for downtown infrastructure improvements in the form of new sidewalks, curb & gutter, additional ADA compliant ramps, additional handicapped parking and drainage improvements. Requests for project-specific proposals for application preparation and administrative services pertaining to this grant were sent out on August 29, 2019 to contractors who have been pre-approved by the Texas Department of Agriculture for such work. An evaluation team has reviewed and rated the proposals received in response to this request.

**Background:** The City has previously been awarded two Texas Capital Fund Main Street grants for downtown infrastructure improvements. The first was awarded January 28, 2016 resulting in new sidewalks, curb & gutter, ADA compliant ramps, and ADA parking spaces along 7<sup>th</sup> Street between Kleberg Ave. and King Ave. The second grant was awarded on April 3, 2019 for new sidewalks, curb & gutter, bulb outs, ADA compliant ramps, handicapped parking and improved lighting along Kleberg Ave. between 7<sup>th</sup> Street and 8<sup>th</sup> Street and is currently being implemented. The project area for the Main Street grant being applied for will be along 7<sup>th</sup> Street between Kleberg Ave. and Yoakum Ave. where the sidewalks and curb & gutter are in poor condition, drainage problems exist and there is a lack of ADA compliant ramps and handicapped parking. It is permissible to apply for a Texas Capital Fund grant while in the process of implementing another and City staff would like to keep the momentum going.

**Financial Impact:** No financial impact for application preparation services.

**Recommendation:** It is recommended that \_\_\_\_\_ be chosen for application preparation and, if a 2020 Main Street grant should be awarded to the City, administrative services pertaining to this grant.



**City of Kingsville  
Planning Department**

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TO: Mayor and City Commissioners

CC: Deborah Balli, Interim City Manager

FROM: Cynthia Martin, Interim Director of Planning & Development Services

DATE: September 5, 2019

SUBJECT: Services Pertaining to 2020 Main Street Grant Application

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**Summary:** The City intends to apply for a 2020 Texas Capital Fund Main Street grant for downtown infrastructure improvements in the form of new sidewalks, curb & gutter, additional ADA compliant ramps, additional handicapped parking and drainage improvements. Requests for project-specific proposals for application preparation and administrative services pertaining to this grant were sent out on August 29, 2019 to contractors who have been pre-approved by the Texas Department of Agriculture for such work. An evaluation team per grant guidelines was established to review and rate the proposals received in response to this request.

**Background:** The City has previously been awarded two Texas Capital Fund Main Street grants for downtown infrastructure improvements. The first was awarded January 28, 2016 resulting in new sidewalks, curb & gutter, ADA compliant ramps, and ADA parking spaces along 7<sup>th</sup> Street between Kleberg Ave. and King Ave. The second grant was awarded on April 3, 2019 for new sidewalks, curb & gutter, bulb outs, ADA compliant ramps, handicapped parking and improved lighting along Kleberg Ave. between 7<sup>th</sup> Street and 8<sup>th</sup> Street and is currently being implemented. The project area for the Main Street grant being applied for will be along 7<sup>th</sup> Street between Kleberg Ave. and Yoakum Ave. where the sidewalks and curb & gutter are in poor condition, drainage problems exist and there is a lack of ADA compliant ramps and handicapped parking. It is permissible to apply for a Texas Capital Fund grant while in the process of implementing another and City staff would like to keep the momentum going.

**Financial Impact:** No financial impact for application preparation services.

**Recommendation:** Consider following staff recommendation of a contractor for application preparation services for a 2020 Texas Capital Fund Main Street grant and, if said grant should be awarded to the City, also for administrative services pertaining to this grant.



**RESOLUTION #2019-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A GRANT ADMINISTRATION SERVICES AGREEMENT BETWEEN CITY OF KINGSVILLE, TEXAS AND \_\_\_\_\_ FOR A 2020 TEXAS CAPITAL FUND MAIN STREET GRANT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville intends to apply for a Texas Department of Agriculture- 2020 Texas Capital Fund Main Street Grant for downtown infrastructure improvements in the form of new sidewalks, curb & gutter, additional ADA compliant ramps, additional handicapped parking, and drainage improvements;

**WHEREAS**, the City desires to hire a grant administrator to assist with grant compliance for this project with funding for such services coming from the grant;

**WHEREAS**, after complying with the State's solicitation process and scoring requests for proposals for grant administration services, City Staff recommends the RFP for professional services related to grant management for the Texas Department of Agriculture 2020 Texas Capital Fund Main Street Grant project be awarded to the firm/applicant scoring the highest in the RFP process, which was \_\_\_\_\_;

**WHEREAS**, the City and \_\_\_\_\_ have worked to prepare a contract for Grant Administration Services between the City of Kingsville and \_\_\_\_\_ for downtown infrastructure improvements through the 2020 Texas Capital Fund Main Street Grant and the parties both agree to the terms of the proposed contract.

**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 a Grant Administration Services Agreement between the City of Kingsville, Texas and \_\_\_\_\_ for grant administration services for Downtown Infrastructure Improvements 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  
\_\_\_\_\_ 9th day of \_\_\_\_\_ September \_\_\_\_\_, 2019.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #12**

**RESOLUTION #2019-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL BETWEEN THE CITY OF KINGSVILLE AND MONICA MENDEZ OF FIRST TEXAS REALTY; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville owns approximately 5.072 acres of raw land located at Lot Pt 24, Block 19, KT&I Co. off West General Cavazos Blvd., Kingsville, Texas, which after a recent survey was actually determined to be 5.077 acres of land;

**WHEREAS**, on March 25, 2019, the City Commission of the City of Kingsville via Resolution #2019-28 found that it in the best interest of the citizens of Kingsville that the City-owned property located off West General Cavazos Blvd. (at Lot Pt 24, Block 19, KT&I Co., Kingsville, Texas) be placed for sale as authorized by the Texas Local Government Code via a broker; and

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

**WHEREAS**, the City has located a local realtor, Monica Mendez of First Texas Realty, licensed to perform such listings required by the statute;

**WHEREAS**, the City and Monica Mendez of First Texas Realty, have worked to complete the Texas Association of Realtors "Commercial Real Estate Listing Agreement Exclusive Right to Sell" for the listing of the City property located on West General Cavazos Blvd. at Lot Pt 24, Block 19, KT&I Co., Kingsville, Texas.

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a "Commercial Real Estate Listing Agreement Exclusive Right to Sell" between the City of Kingsville and Monica Mendez of First Texas Realty 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  
9th day of September, 2019.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## Information About Brokerage Services

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

### TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

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

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

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

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

<b>First Texas Realty</b>	<b>0464140</b>	<b>firsttx@sbcglobal.net</b>	<b>(361)592-8226</b>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<b>First Texas Realty</b>	<b>0464140</b>	<b>firsttx@sbcglobal.net</b>	<b>(361)592-8226</b>
Designated Broker of Firm	License No.	Email	Phone
<b>Albert Garcia</b>	<b>0464140</b>	<b>firsttx@sbcglobal.net</b>	<b>(361)228-1342</b>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<b>Monica Mendez</b>	<b>0670408</b>	<b>KingsvilleEliteRealtor@gmail.com</b>	<b>(361)228-3245</b>
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)



## COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

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

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

Seller: City Of Kingsville

Address: 400 West King Ave.

City, State, Zip: Kingsville, TX 78363

Phone: (361) 595-8002 Fax: \_\_\_\_\_

E-Mail: dballie@cityofkingsville.com

Broker: First Texas Realty

Address: 224 W King Ave

City, State, Zip: Kingsville, TX 78363

Phone: (361) 228-3245 Fax: \_\_\_\_\_

E-Mail: kingsvilleeliterealtor@gmail.com

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

### 2. PROPERTY:

#### A. "Property" means the following real property in Texas:

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

City: Kingsville County: Kleberg Zip: 78363

Legal Description (Identify exhibit if described on attachment): K T & I CO, BLOCK 19, LOT PT 24, ACRES 5.077

#### B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: \_\_\_\_\_

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401).)

(TXR-1301) 4-1-14

Initialed for Identification by Seller \_\_\_\_\_, \_\_\_\_\_ and Broker/Associate MM

Page 1 of 9

Commercial Listing concerning \_\_\_\_\_

K T & I CO, BLOCK 19, LOT PT 24  
Kingsville, 78363 ; 5.077 Acres

**3. LISTING PRICE:**

- A. Seller instructs Broker to market the Property at the following gross sales price: \$ 75,900.00  
Seventy-Five Thousand, Nine Hundred  
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by Texas REALTORS®) except \_\_\_\_\_

**4. TERM:**

- A. This Listing begins on September 10, 2019 and ends at 11:59 p.m.  
on September 9, 2020. Seller may terminate this Listing on notice to Broker any time after \_\_\_\_\_
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

**5. BROKER'S FEE:**

- A. Fee: When earned and payable, Seller will pay Broker a fee of:

- ☒ (1) 6.000 % of the sales price.  
☐ (2) \_\_\_\_\_

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

- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
- (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
- (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
- (5) Seller breaches this Listing.

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

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

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

D. Other Fees:

- (1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

☐ (a) \_\_\_\_\_ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ \_\_\_\_\_.

☐ (b) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

- (2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

☐ (a) \_\_\_\_\_ % of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ \_\_\_\_\_;

☐ (b) \_\_\_\_\_ % of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ \_\_\_\_\_; or

☐ (c) \_\_\_\_\_.

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

- (3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

- (4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

- (5) Other Fees and/or Reimbursable Expenses: NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 30 days.



(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.

(4) This Paragraph 5E survives termination of this Listing.

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

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

*NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.*

**6. EXCLUSIONS:**

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before NA to any of the following persons: NA (named exclusions).

B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

- (1) \_\_\_\_\_ % of the sales price if Seller sells the Property;  
(2) \_\_\_\_\_ % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ \_\_\_\_\_; and  
(3) \_\_\_\_\_

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☐ will ☐ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

**7. ACCESS TO THE PROPERTY:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

**8. COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

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

☒ A. **Intermediary Status:** Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

- (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
- (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. **No Intermediary Status:** Seller agrees that Broker will not show the Property to prospects who Broker represents.

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

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

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

**11. BROKER'S AUTHORITY:**

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
  - (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
    - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
    - (b) creating and placing information about the Property (including interior and exterior photographs or videos):

- (i) on the Internet on Broker's website and on other websites as Broker determines;
  - (ii) in any advertisements whether in print or electronic media; and
  - (iii) into listing services that may publicize the information on the Internet or by other means;
- (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
  - (3) furnish comparative marketing and sales information about other properties to prospects;
  - (4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
  - (5) obtain information from any holder of any note secured by a lien on the Property;
  - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
  - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
  - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
  - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

*NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.*

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

## 12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
  - (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
  - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
  - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
  - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
  - (5) the Property is not subject to the jurisdiction of any court;
  - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
  - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.
- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. (Check only one box.)
  - ☒ (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).

- ☐ (2) Except as otherwise provided in this Listing, Seller is not aware of:
- (a) any subsurface: structures, pits, wastes, springs, or improvements;
  - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
  - (c) any environmental hazards or conditions that materially affect the Property;
  - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
  - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
  - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
  - (g) any threatened or endangered species or their habitat on the Property;
  - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
  - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
  - (j) any material physical defects in the improvements on the Property; or
  - (k) any condition on the Property that violates any law or ordinance.

*(List any exceptions to (a)-(k) in Special Provisions or an addendum.)*

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

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
  - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
  - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
  - (3) "For Information" (or similarly worded) signs other than Broker's signs.

**14. LIMITATION OF LIABILITY:**

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

- C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
- (1) that arise from Seller's failure to disclose any material information about the Property;
  - (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
  - (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
  - (4) that are otherwise caused by Seller or Seller's negligence.

**15. SPECIAL PROVISIONS: NA**

- 16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
- 17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.
- 18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 19. ADDENDA:** Addenda or information that are part of this Listing are:
- ☒ A. Information About Brokerage Services (TXR-2501)
  - ☐ B. Property Description Exhibit identified in Paragraph 2
  - ☐ C. Condominium Addendum to Listing (TXR-1401)
  - ☒ D. Commercial Property Condition Statement (TXR-1408)
  - ☐ E. Information About On-Site Sewer Facility(TXR-1407)
  - ☐ F. Information about Special Flood Hazard Areas (TXR-1414)
  - ☐ G. \_\_\_\_\_

**20. AGREEMENT OF THE PARTIES:**

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

Commercial Listing concerning \_\_\_\_\_

**K T & I CO, BLOCK 19, LOT PT 24  
Kingsville, 78363 ; 5.077 Acres**

- F. **Severability:** If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. **Partial Sales or Leases:** If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

**21. ADDITIONAL NOTICES:**

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**
- B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. **If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TXR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**
- D. **Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.**

Seller: City Of Kingsville

Broker:

Broker / Company Name: First Texas Realty

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

License No. 0464140

By (signature): \_\_\_\_\_

By (signature): Monica Mendez

Printed Name: Deborah Balli

Printed Name: Monica Mendez

Title: Interim City Manager Date: \_\_\_\_\_

Title: Realtor License No. 0670408

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

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

By (signature): \_\_\_\_\_

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

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



## COMMERCIAL PROPERTY CONDITION STATEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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CONCERNING THE PROPERTY AT: K T & I CO, BLOCK 19, LOT PT 24, ACRES 5.077

THIS IS A DISCLOSURE OF THE SELLER'S OR LANDLORD'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, LANDLORD, LANDLORD'S AGENTS OR ANY OTHER AGENT.

### PART I - Complete if Property is Improved or Unimproved

Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following environmental conditions on or affecting the Property:		
(a) radon gas? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) asbestos components:		
(i) friable components? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(ii) non-friable components? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) urea-formaldehyde insulation? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) endangered species or their habitat? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) wetlands? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) underground storage tanks? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) leaks in any storage tanks (underground or above-ground)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) lead-based paint? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) hazardous materials or toxic waste? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j) open or closed landfills on or under the surface of the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l) any activity relating to drilling or excavation sites for oil, gas, or other minerals? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) any part of the Property lying in a special flood hazard area (A or V Zone)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) any improper drainage onto or away from the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) any fault line at or near the Property that materially and adversely affects the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) air space restrictions or easements on or affecting the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TXR-1408) 4-1-18 Initialed by Seller or Landlord: \_\_\_\_\_, \_\_\_\_\_ and Buyer or Tenant: \_\_\_\_\_, \_\_\_\_\_

Page 1 of 4

	<u>Aware</u>	<u>Not Aware</u>
(8) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(9) pending changes in zoning, restrictions, or in physical use of the Property? . . . . . The current zoning of the Property is: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) lawsuits affecting title to or use or enjoyment of the Property? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies? . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) common areas or facilities affiliated with the Property co-owned with others? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) an owners' or tenants' association or maintenance fee or assessment affecting the Property? . . . . . If aware, name of association: _____ Name of manager: _____ Amount of fee or assessment: \$ _____ per _____ Are fees current through the date of this notice? [ <input type="checkbox"/> ] yes [ <input type="checkbox"/> ] no [ <input type="checkbox"/> ] unknown	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) subsurface structures, hydraulic lifts, or pits on the Property? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) intermittent or weather springs that affect the Property? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(17) any material defect in any irrigation system, fences, or signs on the Property? . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(19) any of the following rights vested in others:		
(a) outstanding mineral rights? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) timber rights? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) water rights? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) other rights? . . . . .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(20) any personal property or equipment or similar items subject to financing, liens, or lease(s)? . . . . . If aware, list items: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**PART 2 - Complete only if Property is Improved**

A. Are you (Seller or Landlord) aware of any material defects in any of the following on the Property?

	<u>Aware</u>	<u>Not Aware</u>	<u>Not Appl.</u>
(1) <u>Structural Items:</u>			
(a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) exterior walls? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) fireplaces and chimneys? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) windows, doors, plate glass, or canopies . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <u>Plumbing Systems:</u>			
(a) water heaters or water softeners? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) supply or drain lines? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) faucets, fixtures, or commodes? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) private sewage systems? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) pools or spas and equipments? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) sprinkler systems (fire, landscape)? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) water coolers? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) private water wells? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) pumps or sump pumps? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes? . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <u>Other Systems or Items:</u>			
(a) security or fire detection systems? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) porches or decks? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) gas lines? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) garage doors and door operators? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) loading doors or docks? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) rails or overhead cranes? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) elevators or escalators? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) parking areas, drives, steps, walkways? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) appliances or built-in kitchen equipment? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are aware of material defects in any of the items listed under Paragraph A, explain. (Attach additional information if needed.) \_\_\_\_\_

B. Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following water or drainage conditions materially and adversely affecting the Property:		
(a) ground water? .....	<input type="checkbox"/>	<input type="checkbox"/>
(b) water penetration? .....	<input type="checkbox"/>	<input type="checkbox"/>
(c) previous flooding or water drainage? .....	<input type="checkbox"/>	<input type="checkbox"/>
(d) soil erosion or water ponding? .....	<input type="checkbox"/>	<input type="checkbox"/>
(2) previous structural repair to the foundation systems on the Property? .....	<input type="checkbox"/>	<input type="checkbox"/>
(3) settling or soil movement materially and adversely affecting the Property? .....	<input type="checkbox"/>	<input type="checkbox"/>
(4) pest infestation from rodents, insects, or other organisms on the Property? .....	<input type="checkbox"/>	<input type="checkbox"/>
(5) termite or wood rot damage on the Property needing repair? .....	<input type="checkbox"/>	<input type="checkbox"/>
(6) mold to the extent that it materially and adversely affects the Property? .....	<input type="checkbox"/>	<input type="checkbox"/>
(7) mold remediation certificate issued for the Property in the previous 5 years? .....	<input type="checkbox"/>	<input type="checkbox"/>
<i>if yes, attach a copy of the mold remediation certificate.</i>		
(8) previous termite treatment on the Property? .....	<input type="checkbox"/>	<input type="checkbox"/>
(9) previous fires that materially affected the Property? .....	<input type="checkbox"/>	<input type="checkbox"/>
(10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time? .....	<input type="checkbox"/>	<input type="checkbox"/>
(11) any part, system, or component in or on the Property not in compliance with the Americans with Disabilities Act or the Texas Architectural Barrier Statute? .....	<input type="checkbox"/>	<input type="checkbox"/>

If you are aware of any conditions described under Paragraph B, explain. *(Attach additional information, if needed.)* \_\_\_\_\_

**The undersigned acknowledges receipt of the foregoing statement.**

**Seller or Landlord:** City of Kingsville, TX

**Buyer or Tenant:** \_\_\_\_\_

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

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

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: Deborah Balli

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

Title: Interim City Manager

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

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

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

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

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

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

**NOTICE TO BUYER OR TENANT:** The broker representing Seller or Landlord, and the broker representing you advise you that this statement was completed by Seller or Landlord, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

5 Acres



5.65 Acres

March 11, 2019

1:18,056  
0 0.15 0.3 0.6 mi  
0 0.225 0.45 0.9 km  
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus  
DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**STATE OF TEXAS}**  
**COUNTY OF KLEBERG}**

Being a 5.077 acre tract of land situated in the Juan Mindiola Survey, Abstract 192, Kleberg County, Texas, said 5.077 acres being comprised of a called 1.715 acre tract of land conveyed to the City of Kingsville by deed dated March 15, 1999 as recorded in Volume 202, Page 26 of the Official Records of Kleberg County, Texas (O.R.K.C.T.), and a called 3.357 acre tract of land conveyed to the City of Kingsville by deed dated March 15, 1999 as recorded in Volume 202, Page 24 of the Official Records of Kleberg County, Texas, said 5.077 acres also being a portion of Farm Lot 24, Section 24 of the Kleberg Town and Improvement Company Subdivision, as recorded in Book A, Page 85, Slide 87 and Envelope 18 of the Map Records of Kleberg County, Texas (M.R.K.C.T.), said 5.077 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a TxDOT Type II monument found for the southeast corner of the herein described tract, the southeast corner of said 3.357 acre tract and the southeast corner of said Farm Lot 24, said monument also being at the intersection of the existing North right-of-way line of FM 1356 (General Cavazos Blvd.)(100' R.O.W.) and the existing West right-of-way line of St. Louis Brownsville and Mexico Railway (100' R.O.W.), from which a TxDOT Type II monument found bears South 00°46'01" West, a distance of 101.77 feet, said monument being the northeast corner of a called 14.76 acre tract of land conveyed to GC6 Equine Properties, LLC by deed dated June 6, 2016 as recorded in Volume 555, Page 153 of the O.R.K.C.T., the northeast corner of Farm Lot 1, Section 20 of said addition, and being at the intersection of the existing South right-of-way line said FM 1356 and the existing West right-of way line of said St. Louis Brownsville and Mexico Railway;

**THENCE**, South 88°58'58" West (deed call, South 89°12' West, 1,412.79 feet), passing at a distance of 630.71 feet with the South line of said 3.357 acre tract, the South line of said Farm Lot 24 and the existing North right-of-way line of said FM 1356 to a TxDOT Type II monument found on line, and continuing for an overall distance of 1,416.97 feet to a 5/8 inch diameter iron rod found for the southwest corner of the herein described tract, the southwest corner of said 3.357 acre tract, the southwest corner of said Farm Lot 24, and being at the intersection of the existing North right-of-way line of said FM 1356 and the existing northeast right-of-way line of said FM 1356 (General Cavazos Blvd.);

**THENCE**, North 45°53'56" West, a distance of 211.70 feet with the southeast line of said 3.357 acre tract, the southeast line of said 1.715 acre tract, the southeast line of said Farm Lot 24 and the existing northeast right-of-way line of said FM 1356 to a 5/8 inch diameter iron rod with yellow plastic cap stamped "CIVILCORP" set for the northwest corner of the herein described tract, the northwest corner of said 1.715 acre tract and the southwest corner of a called 42.9 acre tract of land "Tract II" conveyed to Santiago Cantu by deed dated March 28, 2006 as recorded in Volume 332, Page 628 of the O.R.K.C.T., from which a 5/8 inch diameter iron rod found bears North 45°53'58" West, a distance of 107.92 feet, said iron rod also being an angle point in the West line of said 42.9 acre tract and being at the intersection of the existing northeast right-of-way line of said FM 1356 (General Cavazos Blvd.) and the existing East right-of-way line of FM 1356 (Franklin Adams St.)(80' R.O.W.);

**THENCE**, North 88°58'58" East, a distance of 1,515.10 feet with the common line of said 1.715 acre tract, said 42.9 acre tract and crossing said Farm Lot 24 to a 5/8 inch diameter rod with yellow plastic cap stamped "CIVILCORP" set for the northeast corner of the herein described tract, the northeast corner of said 1.715 acre tract and the southeast corner of said 42.9 acre tract, said iron rod also being in the West line of a called 1.38 acre tract of land "Tract I" conveyed to Santiago Cantu by deed dated March 28, 2006 as recorded in Volume 332, Page 628 of the O.R.K.C.T. and in the West line of Farm Lot 13, Section 19 of said addition;

**THENCE**, South 01°29'32" East, a distance of 50.00 feet with the East line of said 1.715 acre tract, the West line of said 1.38 acre tract, the East line of said Farm Lot 24 and the West line of said Farm Lot 13 to a 5/8 inch diameter rod with yellow plastic cap stamped "CIVILCORP" set for an angle point in the herein described tract, the southeast corner of said 1.715 acre tract, the southwest corner of said 1.38 acre tract, the southwest corner of said Farm Lot 13, an angle point in the East line of said Farm Lot 24 and being in the North line of said 3.357 acre tract;

**THENCE**, North 88°58'58" East, a distance of 50.00 feet with the North line of said 3.357 acre tract, the South line of said 1.38 acre tract, the East line of said Farm Lot 24 and the South line of said Farm Lot 13 to a 5/8 inch diameter rod with yellow plastic cap stamped "CIVILCORP" set for the East corner of the herein described tract, the southeast corner of said 1.38 acre tract, being in the South line of said Farm Lot 13 and lying in the existing West right-of-way line of said St. Louis Brownville and Mexico Railway;

**THENCE**, South 01°29'31" East (deed call, South 00°50' East, 100.00 feet), a distance of 100.01 feet with the East line of said 3.357 acre tract, the East line of said Farm Lot 24 and the existing West right-of-way line of said St. Louis Brownville and Mexico Railway to the **POINT OF BEGINNING**, CONTAINING within these metes and bounds 5.077 acres of land, more or less.

All bearings are based on the Texas Coordinate System, South Zone (4205) NAD83. All distances shown are surface and may be converted to grid by dividing by the combined adjustment factor of 1.000070.

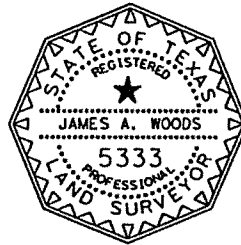
A survey drawing of even date herewith accompanies this legal description.

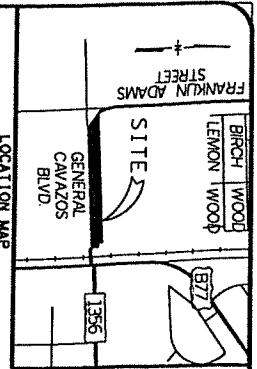
The foregoing Fieldnote Description is based on an actual survey made under my supervision in July 2019, and is true and correct to the best of my knowledge and belief.

James A. Woods, RPLS

James A. Woods  
Registered Professional Land Surveyor  
Texas No. 5333  
Texas Firm Registration No. 100576-00

19-171-01

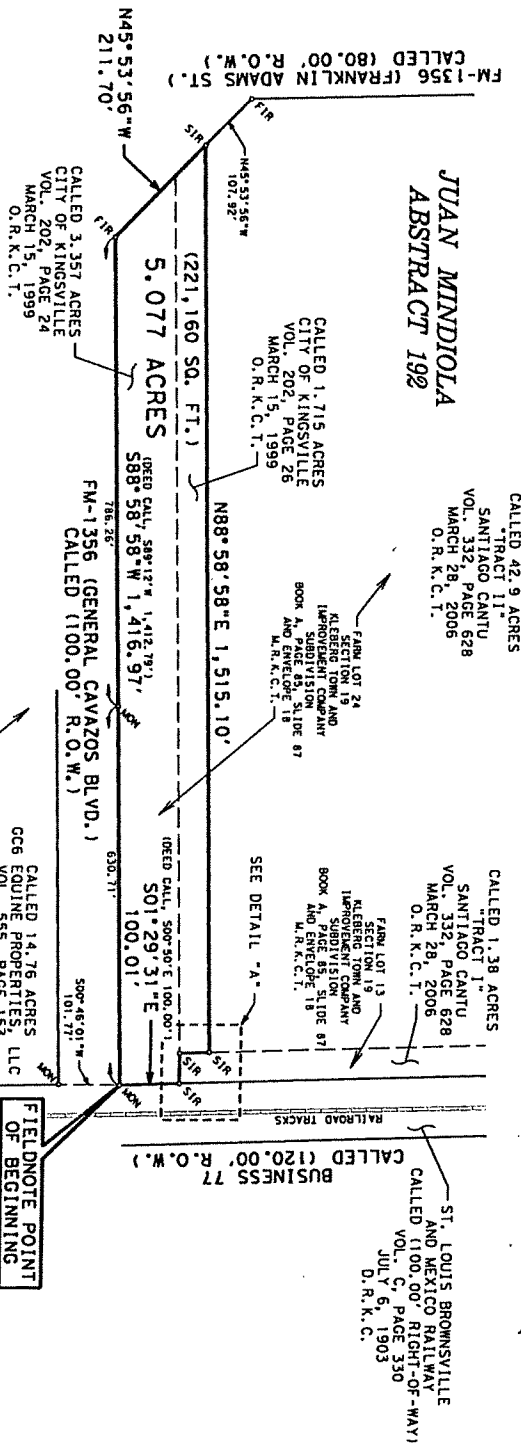




LINE NO.	BEARING	LENGTH
L-1	S01°29'32"E	50.00'
L-2	N88°58'58"E	50.00'

# LINEAR DATA

## JUAN MINDOLA ABSTRACT 192



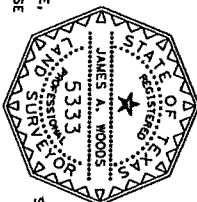
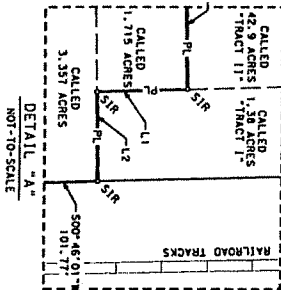
**LEGEND**

FIR - FOUND 5/8 INCH DIAMETER  
MON - FOUND TYPE II ROW  
SIR - SET 5/8 INCH DIAMETER  
PLASTIC CAP STAKED  
"CIVILCORP"

- NOTE:**
- THIS SURVEY WAS PERFORMED WITHOUT THE AID OF ANY INSTRUMENTS OR DEVICES NOT SHOWN THAT MAY AFFECT THE SUBJECT PROPERTY.
  - A LEGAL DESCRIPTION OF THE SUBJECT PROPERTY, ACCOMPANIES THIS SURVEY DRAWING.
  - ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (4203) NAD83. ALL ARE CORRECTED TO GRID BY DIVIDING BY THE COGNATE ADJUSTMENT FACTOR OF 1.000010.



ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR THE CITY OF KINGSVILLE, KLEBERG COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48273 C 0305 E, MAP REVISED 11/1/17, THE SUBJECT PROPERTY IS LOCATED IN ZONE X WHICH IN THIS CASE IS NOT A SPECIAL FLOOD HAZARD AREA.

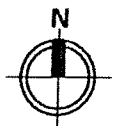


SIGNED: *James A. Woods*  
JAMES A. WOODS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS NO. 5333

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND ON JULY 19, 2019, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, OVERLAPS, PROTRUSIONS, OR VISIBLE EASEMENTS EXCEPT AS SHOWN.

FIELDNOTE POINT OF BEGINNING

CALLLED 14.76 ACRES  
CC6 EQUINE PROPERTIES, LLC  
VOL. 355, PAGE 153  
JUNE 6, 2016  
O.R.K.C.T.



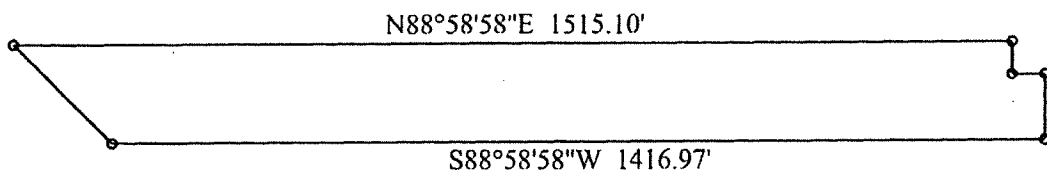
Scale: 1 inch = 280 feet

Area: 5.077 acres (221,159.80 square feet)

Area: 5.077 acres (221,159.80 square feet)

Perimeter: 3343.78 feet

Gap: 0.012



1. S88°58'58"W 1416.97'
2. N45°53'56"W 211.70'
3. N88°58'58"E 1515.10'
4. S01°29'32"E 50'

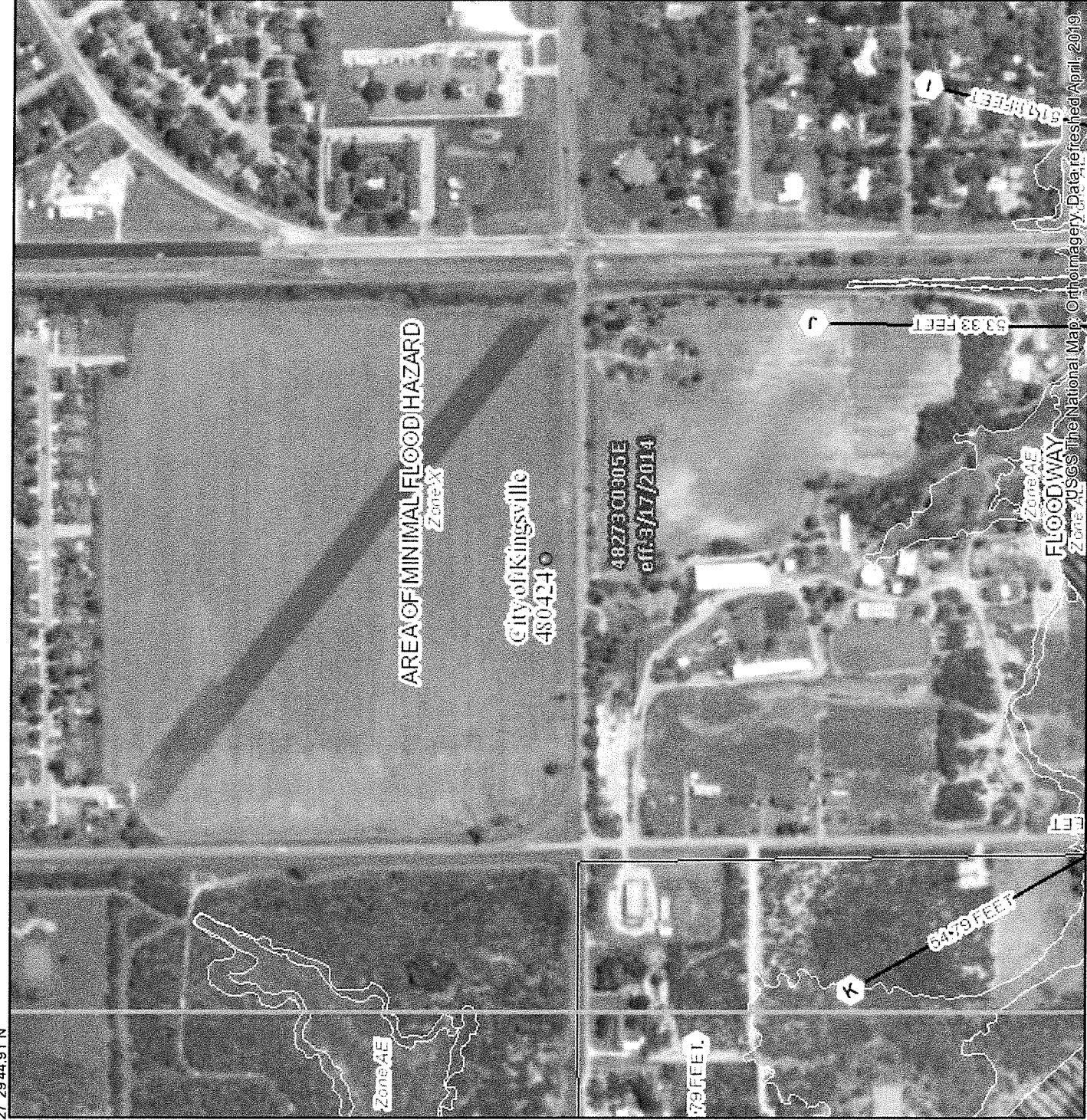
5. N88°58'58"E 50'
6. S01°29'31"E 100.01'



# National Flood Hazard Layer FIRMette



27°29'44.91"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

**SPECIAL FLOOD HAZARD AREAS**

Without Base Flood Elevation (BFE)  
Zone A, V, A99  
With BFE or Depth Zone AE, AO, AH, VE, AR  
Regulatory Floodway

**OTHER AREAS OF FLOOD HAZARD**

0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile  
Future Conditions 1% Annual Chance Flood Hazard  
Area with Reduced Flood Risk due to Levee. See Notes, Zone X  
Area with Flood Risk due to Levee Zone D

**OTHER AREAS**

Area of Minimal Flood Hazard Zone X  
Effective LOMRs  
Area of Undetermined Flood Hazard Zone

**GENERAL STRUCTURES**

Channel, Culvert, or Storm Sewer  
Levee, Dike, or Floodwall

**OTHER FEATURES**

Cross Sections with 1% Annual Chance Water Surface Elevation  
Coastal Transect  
Base Flood Elevation Line (BFE)  
Limit of Study  
Jurisdiction Boundary  
Coastal Transect Baseline  
Profile Baseline  
Hydrographic Feature

**MAP PANELS**

Digital Data Available  
No Digital Data Available  
Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/26/2019 at 2:50:53 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



# **AGENDA ITEM #13**

**CITY OF KINGSVILLE**



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**MEMORANDUM**

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TO: City Commissioners  
FROM: Deborah Balli, Interim City Manager  
DATE: September 9, 2019  
SUBJECT: Complete Count Committee

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In preparation of the 2020 Census which is scheduled to begin March 2020 and go through July 2020, the City needs to decide if they would like to create a Complete Count Committee that will identify areas of response challenges and then to work on solutions for those response challenges. The Committee would meet at least once per month until the launch in March 2020. The County will be setting up their Count Committee and we could join their committee if you prefer.

The Census Bureau will be sending an informational packet for the Committee to provide guidance and will provide training to the members of the committee.

# **AGENDA ITEM #14**

**City of Kingsville  
Purchasing Department**

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TO: Mayor and City Commissioners  
CC: Deborah Balli, City Manager  
FROM: Charlie Sosa Purchasing Manager  
DATE: August 30, 2019  
SUBJECT: RFP 19-09 Internet and Data Services

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**Summary:** This item authorizes the City to negotiate into a contract with New Wave Communications for the City of Kingsville. RFP 19-09 Internet and Data Services will provide internet and data services for all city owned buildings.

**Background:** We published a Request for Proposals #19-09 Internet and Data Services in the newspaper on July 4, 2019 and July 18, 2019. Request for Proposals were accepted until 2:00 PM on July 30, 2019. Four responses were received from Spectrum Enterprises of San Antonio, TX.; Foremost Telecommunications, of Corpus Christi, TX.; and AT&T Business of San Antonio, TX.; and New Wave Communications of Phoenix, AZ. Purchasing and IT Department reviewed RFP #19-09 and found the information received to be responsive. Based on the proposals submitted from the four firms, New Wave Communications of Phoenix, Az is the apparent best value for the city's internet and data services.

Please see attachment for Bid Tabulation.

**Financial Impact:**

Internet and Data Services will be funded through the Communications Budget of each department, please see attached Current Breakdown.

**Recommendation:**

It is recommended that the City negotiate a contract with New Wave Communications of Phoenix, Az., for the internet and data services for city buildings, as per staff recommendation.



## AFFIDAVIT OF PUBLISHER

STATE OF TEXAS §

COUNTY OF KLEBERG §

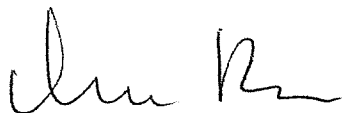
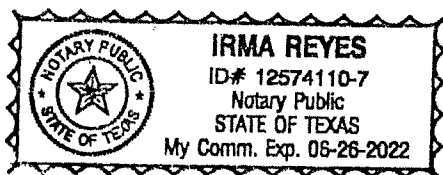
Before me, the undersigned authority, on this day personally appeared Christopher Maher known to me, who being duly sworn on his oath, deposes and says that he is the Publisher of the Kingsville Record and Bishop News, a newspaper of general circulation published in said county and that said newspaper has been continuously and regularly published in said county for a period of more than one year; and that a copy of the within and foregoing notice was published in said newspaper on the following dates, to-wit:

July 4, 2019 & July 18, 2019

and a newspaper copy of said notice is hereto attached.



Sworn and subscribed to before me this 18th day of July, 2019.



Notary Public

My commission expires: June 26, 2022

## Current Charges

Site Location	Current Charge
1. 400 West King, City Hall – 100Mbps DIA*w/5 Ips	\$ 1,396.95
2. 400 West King, City Hall – 650 Mbps ELP*	\$ 1,396.95
3. 3421 North Farm Market 1355, Health Dept – 50 Mbps ELP*	\$ 453.46
4. 202 West Lee, Community Appearance – 50 Mbps ELP*	\$ 135.00
5. 200 East Kleberg Municipal Building – 100 Mbps ELP*	\$ 1,000.00
6. 119 North 10 <sup>th</sup> Street, Fire Station #1 – 100 Mbps ELP*	\$ 800.00
7. 515 North Armstrong, Fire Station #2 – 50 Mbps ELP*	\$ 135.00
8. 501 East Escondido Rd., Parks & Rec – 100 Mbps ELP*	\$ 233.99
9. 1501 North Hwy. 77, Tourism– 50 Mbps ELP*	\$ 200.00
10. 2801 East Santa Gertrudis, WWTP North Plant – 50 Mbps ELP*	\$ 135.00
11. 2522 East Escondido Rd., Golf Course – 50 Mbps ELP*	\$ 145.00
12. 1300 East Corral, Public Works – 50 Mbps ELP*	\$ 596.95
Total Current Amount	\$ 6,628.30

# RFP 19-09 Internet Data Services Bid Tab

Site Location		New Wave 60 Mo.	Foremost 12 Mo.	Foremost 36 Mo.	AT&T 12 Mo.	AT&T 60 Mo.
1.	400 West King, City Hall – 100Mbps DIA*/w/5 lps	\$ 2,047.00	\$ 2,995.00	\$ 1,750.00	\$ 5,334.00	\$ 2,055.40
2.	400 West King, City Hall – 650 Mbps ELP*	\$ 740.00	\$ 1,495.00	\$ 1,050.00		
3.	3421 North Farm Market 1355, Health Dept – 50 Mbps ELP*	\$ 359.00	\$ 2,995.00	\$ 1,395.00	\$ 10,872.19	\$ 3,730.00
4.	202 West Lee, Community Appearance – 50 Mbps ELP*	\$ 359.00	\$ 995.00	\$ 450.00		
5.	200 East Kleberg Municipal Building – 100 Mbps ELP*	\$ 400.00	\$ 1,295.00	\$ 575.00		
6.	119 North 10 <sup>th</sup> Street, Fire Station #1 – 100 Mbps ELP*	\$ 359.00	\$ 1,295.00	\$ 575.00		
7.	515 North Armstrong, Fire Station #2 – 50 Mbps ELP*	\$ 359.00	\$ 995.00	\$ 450.00		
8.	501 East Escondido Rd., Parks & Rec – 100 Mbps ELP*	\$ 400.00	\$ 3,995.00	\$ 1,595.00		
9.	1501 North Hwy. 77, Tourism – 50 Mbps ELP*	\$ 400.00	\$ 1,495.00	\$ 595.00		
10.	2801 East Santa Gertrudis, WWTP North Plant – 50 Mbps ELP*	\$ 359.00	\$ 3,250.00	\$ 1,450.00		
11.	2522 East Escondido Rd., Golf Course – 50 Mbps ELP*	\$ 359.00	\$ 4,995.00	\$ 2,595.00		
12.	1300 East Corral, Public Works – 50 Mbps ELP*	\$ 400.00	\$ 2,995.00	\$ 850.00		
NRC						
Total Proposal Amount		\$ 6,541.00	\$ 28,795.00	\$ 13,330.00	\$ 16,206.19	\$ 5,785.40

## DEBIT MEMO

*This form can only be used for the following types of purchases. Please check below what type of purchase this request for payment is for. If it is not listed below, you **MUST** use a Purchase Order. Effective October 1, 2016, payment requests for other items not listed below will not be processed via a Debit Memo.*

### Payment Request Type

<input type="checkbox"/> Bond Related	<input checked="" type="checkbox"/> Communications	<input type="checkbox"/> Contract Labor	<input type="checkbox"/> Fed/State Fees	<input type="checkbox"/> Insurance	<input type="checkbox"/> Job Ads
<input type="checkbox"/> Legal Notices	<input type="checkbox"/> Legal Services	<input type="checkbox"/> Memberships	<input type="checkbox"/> Petty Cash	<input type="checkbox"/> Postage	<input type="checkbox"/> Reimbursements
<input type="checkbox"/> Refunds	<input type="checkbox"/> Subscriptions	<input type="checkbox"/> Tax Payments	<input type="checkbox"/> Utilities	<input type="checkbox"/> Copy Overages	

### Payment Request Information

Date: 08/01/2019 Vendor #: 6459

Pay To: FOREMOST GROUP INCORPORATED  
Address: 5757 ALPHA RD  
SUITE 110  
DALLAS, TX 75240-4605

Amount: \$ 5,044.18 *DB*

Account:	001-5-180.5-311.02	\$ 698.48	3RD ST - PTP
	001-5-180.5-311.03	\$ 2,903.70	400 W KING
	001-5-302.0-311.00	\$ 1,230.38	1300 E CORRAL
	001-5-160.3-311.00	\$ 211.62	202 W LEE
		\$ 5,044.18	

Description: 08/16 - 09/15/19 LONG DISTANCE & INTERNET SVC

Invoice: FG29882

Due Date: 08/16/2019

### Approval Signatures

Requested By: SALLY SAENZ Supervisor: \_\_\_\_\_

Purchasing: \_\_\_\_\_ Finance: \_\_\_\_\_

### Special Instructions

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



V# 6459

**Foremost Group Incorporated**  
 5757 Alpha Rd., Suite 107  
 Dallas TX 75240-4605  
 Phone : 469-554-4400, 956-507-4400, 361-929-4400  
 Fax : 469-554-4445  
 Email : billing@foremost.tel  
 Emergency Outage Only: 800-503-4672



**Invoice**

Attn: Superintendent  
 City of Kingsville  
 P.O. Box 1458  
 Kingsville Texas 78364

Information	
Account #	008279-010-00
Invoice #	FG29882 ✓
Date	8/1/2019 ✓
Reference #	
Date Due	8/16/2019 ✓
Period	8/16/2019 - 9/15/2019 ✓
Previous balance	0.00
Current balance	5044.18
Last Payment	5044.29

Payments received since the last invoice, thank you!

Date	Amount	Method
7/5/2019	5044.29	CHECK

Charge Description	Qty	Unit Price	Amount
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**Foremost Telecommunications - City of Kingsville - 3rd St/King St. - PTP Acct#012054-010-02**

Amount Invoiced	180.5 - 311.02 = \$ 695.48 ✓	1396.95
Service Charges	1/2 la	1395.00
Taxes and Fees	180.5 - 311.03 = \$ 698.47 ✓	1.95

**Foremost Telecommunications - City of Kingsville - King St - Internet Acct#008279-011-02**

Amount Invoiced	180.5 - 311.03	1396.95 ✓
Service Charges		1395.00
Taxes and Fees		1.95

**Foremost Telecommunications - City of Kingsville - Water Department - Internet Acct#008279-021-02**

Amount Invoiced	362.0 - 311.00	596.95 ✓
Service Charges		595.00
Taxes and Fees		1.95

**Foremost Telecommunications - City of Kingsville - W Lee Acct#012055-010-02**

Amount Invoiced	160.3 - 311.00	211.62 ✓
Service Charges		184.70
Taxes and Fees		26.92

**Foremost Cloud Services, Inc. - City of Kingsville - King St Acct#008279-010-03**

Amount Invoiced	180.5 - 311.03	808.28 ✓
Service Charges		743.66
Taxes and Fees		64.62

**Foremost Telecommunications - City of Kingsville - Water Department Acct#008279-020-02**

Amount Invoiced	362.0 - 311.00	633.43 ✓
Service Charges		563.59
Taxes and Fees		69.84

Subtotal	5044.18
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Total Invoiced	5044.18
Total Amount Due	5044.18

Information for customer:

Foremost Telecommunications  
 5757 Alpha Road, Suite 110  
 Dallas TX 75240-4605  
 Phone : 866-425-4014  
 Email : billing@foremosttelecom.com  
 Emergency Outage Only: 800-503-4672



**Invoice Details**

City of Kingsville - 3rd St/King St. - PTP  
 101 3rd Street  
 Kingsville TX 78363

Information	
Account #	012054-010-02
Invoice #	S-FG29882
Date	8/1/2019
Reference #	016071-02
Date Due	8/16/2019
Period	8/16/2019 - 9/15/2019
Previous balance	0.00
Current balance	1396.95
Last Payment	1396.95

Payments received since the last invoice, thank you!

Date	Amount	Method
7/5/2019	1396.95	ALLOCATION

Charge Description	Qty	Unit Price	Amount
<b>Point to Point</b>			
• Point to Point 100 Mbps x 100 Mbps	1	1395.000	1395.00
Sub Total :			1395.00

Subtotal	1395.00
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Taxes Description	Amount
• MUNICIPAL RIGHT-OF-WAY FEE	1.95

Total Taxes	1.95
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Total Invoiced	1396.95
Total Amount Due	1396.95

Information for customer:

Foremost Telecommunications  
 5757 Alpha Road, Suite 110  
 Dallas TX 75240-4605  
 Phone : 866-425-4014  
 Email : billing@foremosttelecom.com  
 Emergency Outage Only: 800-503-4672



### Invoice Details

City of Kingsville - King St - Internet  
 400 W. King  
 Kingsville TX 78363

Information	
Account #	008279-011-02
Invoice #	S-FG29882
Date	8/1/2019
Reference #	016069-02
Date Due	8/16/2019
Period	8/16/2019 - 9/15/2019
Previous balance	0.00
Current balance	1396.95
Last Payment	1396.95

Payments received since the last invoice, thank you!

Date	Amount	Method
7/5/2019	1396.95	ALLOCATION

Charge Description	Qty	Unit Price	Amount
<b>Dedicated Internet Access</b>			
• Dedicated Internet Access 200 X 200 Mbps	1	1395.000	1395.00
• IP Address	1		0.00
Sub Total :			1395.00

Subtotal	1395.00
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Taxes Description	Amount
• MUNICIPAL RIGHT-OF-WAY FEE	1.95
Total Taxes	1.95

Total Invoiced	1396.95
Total Amount Due	1396.95

Information for customer:

Foremost Telecommunications  
 5757 Alpha Road, Suite 110  
 Dallas TX 75240-4605  
 Phone : 866-425-4014  
 Email : billing@foremosttelecom.com  
 Emergency Outage Only 800-503-4672



**Invoice Details**

City of Kingsville - Water Department -  
 Internet  
 1300 E. Corral Ave.  
 Kingsville TX 78363

Information	
Account #	008279-021-02
Invoice #	S-FG29882
Date	8/1/2019
Reference #	009447-02
Date Due	8/16/2019
Period	8/16/2019 - 9/15/2019
Previous balance	0.00
Current balance	596.95
Last Payment	596.95

Payments received since the last invoice, thank you!

Date	Amount	Method
7/5/2019	596.95	ALLOCATION

Charge Description	Qty	Unit Price	Amount
<b>Dedicated Internet Access</b>			
• Dedicated Internet Access	1	595.000	595.00
Sub Total :			595.00

Subtotal	595.00
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Taxes Description	Amount
• MUNICIPAL RIGHT-OF-WAY FEE	1.95
Total Taxes	1.95

Total Invoiced	596.95
Total Amount Due	596.95

Information for customer:

Foremost Telecommunications  
 5757 Alpha Road, Suite 110  
 Dallas TX 75240-4605  
 Phone : 866-425-4014  
 Email : billing@foremosttelecom.com  
 Emergency Outage Only: 800-503-4672



### Invoice Details

City of Kingsville - W Lee  
 202 W. Lee  
 Kingsville Tx 78363

Information	
Account #	012055-010-02
Invoice #	S-FG29882
Date	8/1/2019
Reference #	016208-02
Date Due	8/16/2019
Period	8/16/2019 - 9/15/2019
Previous balance	0.00
Current balance	211.62
Last Payment	211.73

Payments received since the last invoice, thank you!

Date	Amount	Method
7/5/2019	211.73	ALLOCATION

Charge Description	Qty	Unit Price	Amount
<b>3615958093</b>			
• Analog Line	1	29.950	29.95
• FCC Authorized Subscriber Line Charge	1	6.500	6.50
• State Cost Recovery Fee	1	0.380	0.38
• Intrastate	7.00	0.059	0.41
• Interstate	3.70	0.039	0.14
Sub Total :			37.38
<b>3615958079</b>			
• Analog Line	1	29.950	29.95
• FCC Authorized Subscriber Line Charge	1	6.500	6.50
• State Cost Recovery Fee	1	0.380	0.38
Sub Total :			36.83
<b>3615958095</b>			
• Analog Line	1	29.950	29.95
• FCC Authorized Subscriber Line Charge	1	6.500	6.50
• State Cost Recovery Fee	1	0.380	0.38
Sub Total :			36.83
<b>3612216771</b>			
• Analog Line	1	29.950	29.95
• FCC Authorized Subscriber Line Charge	1	6.500	6.50
• State Cost Recovery Fee	1	0.380	0.38
Sub Total :			36.83
<b>3612212940</b>			
• Analog Line	1	29.950	29.95
• FCC Authorized Subscriber Line Charge	1	6.500	6.50
• State Cost Recovery Fee	1	0.380	0.38
Sub Total :			36.83

Subtotal	184.70
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Taxes Description	Amount
• COASTAL BEND COG 9-1-1 FEE	2.50
• FEDERAL UNIVERSAL SERVICE FEE	24.41
• UTILITY GROSS RECEIPTS ASSESS	0.01
<b>Total Taxes</b>	<b>26.92</b>

<b>Total Invoiced</b>	<b>211.62</b>
<b>Total Amount Due</b>	<b>211.62</b>

Date	Called Number	Acct	Destination	Duration	Price
<b>3615958093</b>					
6/25/2019 11:11 AM	02106830514		SAN ANTONIO, TX	0:01:48	0.1062
6/25/2019 2:45 PM	04329402523		MIDLAND, TX	0:00:42	0.0413
6/27/2019 10:29 AM	15312014700		NE	0:00:12	0.0078
7/5/2019 2:29 PM	02106830514		SAN ANTONIO, TX	0:00:42	0.0413
7/9/2019 1:09 PM	02108603633		SAN ANTONIO, TX	0:02:24	0.1416
7/10/2019 4:09 PM	17082270279		HICKORY HILLS, IL	0:00:36	0.0234
7/12/2019 12:31 PM	07133062587		HOUSTON, TX	0:00:42	0.0413
7/15/2019 2:59 PM	14157963560		SAN FRANCISCO, CA	0:01:06	0.0429
7/18/2019 4:17 PM	02103950641		SAN ANTONIO, TX	0:00:42	0.0413
7/23/2019 8:08 AM	16509227805		CA	0:01:48	0.0702
				<b>0:10:42</b>	<b>0.5573</b>

Information for customer:

Foremost Cloud Services, Inc.  
 5757 Alpha Road, Suite 106  
 Dallas TX 75240-4605  
 Phone : 469-554-4554  
 Fax : 469-554-4555  
 Email : billing@cloudfore.com  
 Emergency Outage Only: 800-503-4672



### Invoice Details

City of Kingsville - King St  
 400 W. King  
 Kingsville TX 78363

Information	
Account #	008279-010-03
Invoice #	S-FG29882
Date	8/1/2019
Reference #	016069-03
Date Due	8/16/2019
Period	8/16/2019 - 9/15/2019
Previous balance	0.00
Current balance	808.28
Last Payment	808.28

Payments received since the last invoice. thank you!

Date	Amount	Method
7/5/2019	808.28	ALLOCATION

Charge Description	Qty	Unit Price	Amount
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#### 3612216765

• Analog Line	1	24.950	24.95
• 911 Service Charge	1	1.000	1.00
• State Cost Recovery Fee	1	2.000	2.00
• Federal Cost Recovery Fee	1	3.000	3.00
Sub Total :			30.95

#### 3612216766

• Analog Line	1	24.950	24.95
• 911 Service Charge	1	1.000	1.00
• State Cost Recovery Fee	1	2.000	2.00
• Federal Cost Recovery Fee	1	3.000	3.00
Sub Total :			30.95

#### 3612216767

• Analog Line	1	24.950	24.95
• 911 Service Charge	1	1.000	1.00
• State Cost Recovery Fee	1	2.000	2.00
• Federal Cost Recovery Fee	1	3.000	3.00
Sub Total :			30.95

#### 3612216768

• Analog Line	1	24.950	24.95
• 911 Service Charge	1	1.000	1.00
• State Cost Recovery Fee	1	2.000	2.00
• Federal Cost Recovery Fee	1	3.000	3.00
Sub Total :			30.95

#### 3612216769

• Analog Line	1	24.950	24.95
• 911 Service Charge	1	1.000	1.00
• State Cost Recovery Fee	1	2.000	2.00
• Federal Cost Recovery Fee	1	3.000	3.00

Sub Total : 30.95

**3612216770**

• Analog Line	1	24.950	24.95
• 911 Service Charge	1	1.000	1.00
• State Cost Recovery Fee	1	2.000	2.00
• Federal Cost Recovery Fee	1	3.000	3.00

Sub Total : 30.95

**3615925281**

• SIP Trunking	23	16.520	379.96
• State Cost Recovery Fee	23	2.000	46.00
• Federal Cost Recovery Fee	23	3.000	69.00
• 911 Service Charge	23	1.000	23.00

Sub Total : 517.96

**Foremost Supplied (Analog Handoff)**

• Foremost Supplied CPE (Analog Handoff)	1	5.000	5.00
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Sub Total : 5.00

**Foremost Supplied (PRI Handoff)**

• Foremost Supplied CPE (PRI Handoff)	1	10.000	10.00
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Sub Total : 10.00

**Disaster Recovery Routing**

• Disaster Recovery Routing	1	25.000	25.00
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Sub Total : 25.00

Subtotal	743.66
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Taxes Description	Amount
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• FEDERAL UNIVERSAL SERVICE FEE	64.62
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Total Taxes	64.62
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Total Invoiced	808.28
Total Amount Due	808.28

Date	Called Number	Acct	Destination	Duration	Price
<b>3615925281</b>					
6/25/2019 8:32 AM	02143582880		DALLAS, TX	0:00:38	0.0000
6/25/2019 8:33 AM	14077706161		ORLANDO, FL	0:00:39	0.0000
6/25/2019 8:42 AM	02143582880		DALLAS, TX	0:00:39	0.0000
6/25/2019 8:46 AM	02143582880		DALLAS, TX	0:01:03	0.0000
6/25/2019 12:53 PM	06824997733		DALLAS, TX	0:06:07	0.0000
6/25/2019 2:02 PM	02102770919		SAN ANTONIO, TX	0:02:21	0.0000
6/26/2019 8:06 AM	08325720214		HOUSTON, TX	0:00:32	0.0000
6/26/2019 9:07 AM	14237455000		ATHENS, TN	0:01:49	0.0000
6/26/2019 11:20 AM	09567787709		MCALLEN, TX	0:01:03	0.0000
6/26/2019 11:24 AM	09568626155		MCALLEN, TX	0:01:09	0.0000
6/26/2019 11:40 AM	09568002333		HARLINGEN, TX	0:03:01	0.0000
6/26/2019 2:06 PM	09564919837		MCALLEN, TX	0:00:10	0.0000
6/26/2019 2:09 PM	16309786158		AURORA, IL	0:00:54	0.0000
6/26/2019 2:13 PM	09564919837		MCALLEN, TX	0:01:21	0.0000
6/26/2019 3:35 PM	18704034225		ARKADELPHIA, AR	0:00:24	0.0000
6/26/2019 3:40 PM	09566075965		HARLINGEN, TX	0:01:06	0.0000
6/26/2019 4:00 PM	14174963517		SPRINGFIELD, MO	0:24:54	0.0000
6/26/2019 4:01 PM	15045830150		COVINGTON, LA	0:00:22	0.0000
6/26/2019 4:02 PM	15048335300		METAIRIE, LA	0:23:11	0.0000
6/26/2019 5:14 PM	15056102196		ALBUQUERQUE, NM	0:01:49	0.0000
6/27/2019 3:02 AM	03252051138		SAN ANGELO, TX	0:00:56	0.0000
6/27/2019 9:59 AM	02105588851		SAN ANTONIO, TX	0:01:10	0.0000
6/27/2019 10:04 AM	12483183061		SOUTHFIELD, MI	0:08:40	0.0000



6/27/2019 10:56 AM	02105588851	SAN ANTONIO, TX	0 01:17	0 0000
6/27/2019 11:25 AM	02105588851	SAN ANTONIO, TX	0 02:31	0 0000
6/27/2019 12:25 PM	09564755217	HARLINGEN, TX	0 01:45	0 0000
6/27/2019 1:28 PM	09562022456	HARLINGEN, TX	0 03:38	0 0000
6/27/2019 2:43 PM	16309786158	AURORA, IL	0 00:25	0 0000
6/27/2019 3:01 PM	16308207718	AURORA, IL	0 00:21	0 0000
6/27/2019 3:03 PM	16309786158	AURORA, IL	0 12:47	0 0000
6/27/2019 3:16 PM	09562022456	HARLINGEN, TX	0 01:59	0 0000
6/27/2019 3:28 PM	09567778157	HARLINGEN, TX	0 00:33	0 0000
6/28/2019 8:51 AM	05124949100	AUSTIN, TX	0 00:38	0 0000
6/28/2019 8:52 AM	05124991404	AUSTIN, TX	0 01:29	0 0000
6/28/2019 10:02 AM	16308207718	AURORA, IL	0 02:27	0 0000
6/28/2019 10:13 AM	02815439485	TX	0 07:20	0 0000
6/28/2019 10:14 AM	16308207718	AURORA, IL	0 05:36	0 0000
6/28/2019 10:16 AM	13149733399	ST LOUIS, MO	0 01:06	0 0000
6/28/2019 10:44 AM	09562668348	DALLAS, TX	0 00:42	0 0000
6/28/2019 11:12 AM	08325720214	HOUSTON, TX	0 00:56	0 0000
6/28/2019 11:16 AM	08325720214	HOUSTON, TX	0 00:22	0 0000
6/28/2019 3:30 PM	02819012281	HOUSTON, TX	0 01:19	0 0000
6/28/2019 3:48 PM	02819012281	HOUSTON, TX	0 00:44	0 0000
7/1/2019 8:21 AM	05124991404	AUSTIN, TX	0 00:24	0 0000
7/1/2019 8:31 AM	05122317472	AUSTIN, TX	0 16:22	0 0000
7/1/2019 9:17 AM	02146762676	CARROLLTON, TX	0 03:41	0 0000
7/1/2019 10:21 AM	07134662139	HOUSTON, TX	0 01:08	0 0000
7/1/2019 10:28 AM	02145356908	FARMERS BRANCH, TX	0 00:35	0 0000
7/1/2019 10:49 AM	03469788487	HOUSTON, TX	0 00:40	0 0000
7/1/2019 10:50 AM	07134662176	HOUSTON, TX	0 01:16	0 0000
7/1/2019 11:19 AM	12087895792	BOISE, ID	0 01:03	0 0000
7/1/2019 11:27 AM	14803406420	GILBERT, AZ	0 00:09	0 0000
7/1/2019 2:24 PM	05129759370	AUSTIN, TX	0 00:34	0 0000
7/1/2019 2:34 PM	02819012281	HOUSTON, TX	0 01:45	0 0000
7/1/2019 2:38 PM	05124991404	AUSTIN, TX	0 02:19	0 0000
7/1/2019 2:54 PM	02818413549	TX	0 00:43	0 0000
7/1/2019 3:41 PM	02146714123	DALLAS, TX	0 00:15	0 0000
7/1/2019 3:49 PM	07132227200	HOUSTON, TX	0 01:56	0 0000
7/1/2019 3:52 PM	02814966800	HOUSTON, TX	0 03:57	0 0000
7/2/2019 8:34 AM	03469788487	HOUSTON, TX	0 11:24	0 0000
7/2/2019 9:16 AM	12252913750	BATON ROUGE, LA	0 05:37	0 0000
7/2/2019 10:13 AM	02143582880	DALLAS, TX	0 01:17	0 0000
7/2/2019 10:49 AM	05124242600	AUSTIN, TX	0 01:19	0 0000
7/2/2019 11:49 AM	09724630771	ROWLETT, TX	0 01:34	0 0000
7/2/2019 1:07 PM	05129759370	AUSTIN, TX	0 00:08	0 0000
7/2/2019 1:25 PM	16154266514	TN	0 00:57	0 0000
7/2/2019 1:37 PM	17028638515	LAS VEGAS, NV	0 00:44	0 0000
7/2/2019 1:39 PM	05124518298	AUSTIN, TX	0 01:26	0 0000
7/2/2019 1:42 PM	02103800590	TX	0 03:47	0 0000
7/3/2019 8:45 AM	05124913424	AUSTIN, TX	0 00:56	0 0000
7/3/2019 10:03 AM	12039415600	HARTFORD, CT	0 00:30	0 0000
7/3/2019 10:09 AM	12039415600	HARTFORD, CT	0 48:25	0 0000
7/3/2019 10:27 AM	09724630771	ROWLETT, TX	0 02:14	0 0000
7/3/2019 10:44 AM	02102626229	SAN ANTONIO, TX	0 00:36	0 0000
7/3/2019 10:57 AM	02104160718	SAN ANTONIO, TX	0 01:03	0 0000
7/3/2019 11:46 AM	02815439485	TX	0 01:34	0 0000
7/3/2019 12:46 PM	09404520662	CARROLLTON, TX	0 02:58	0 0000
7/3/2019 1:52 PM	02109982403	SAN ANTONIO, TX	0 03:14	0 0000
7/3/2019 2:31 PM	02109982403	SAN ANTONIO, TX	0 01:14	0 0000
7/3/2019 3:01 PM	14237455000	ATHENS, TN	0 02:55	0 0000
7/3/2019 3:35 PM	09564233359	HARLINGEN, TX	0 01:43	0 0000
7/3/2019 4:13 PM	09562505366	HARLINGEN, TX	0 01:00	0 0000
7/3/2019 4:26 PM	04325574721	MIDLAND, TX	0 01:00	0 0000
7/5/2019 8:19 AM	08327107706	HOUSTON, TX	0 00:56	0 0000
7/5/2019 9:48 AM	05127555922	AUSTIN, TX	0 01:06	0 0000
7/5/2019 10:21 AM	08327107706	HOUSTON, TX	0 01:56	0 0000
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7/5/2019 11:43 AM	16308207718	AURORA, IL	0 01:32	0 0000
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7/8/2019 3:42 PM	08303359645	SAN ANTONIO, TX	0 03:33	0 0000
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7/9/2019 9:31 AM	07132227200	HOUSTON, TX	0 00:54	0 0000
7/9/2019 9:39 AM	08323659169	HOUSTON, TX	0 02:06	0 0000
7/9/2019 9:57 AM	08177191062	DALLAS, TX	0 01:33	0 0000
7/9/2019 10:09 AM	16084425088	MADISON, WI	0 08:29	0 0000
7/9/2019 11:33 AM	16146394291	COLUMBUS, OH	0 01:01	0 0000
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7/9/2019 2:59 PM	02102251583	SAN ANTONIO, TX	0 00:25	0 0000
7/9/2019 2:59 PM	02102251583	SAN ANTONIO, TX	0 00:26	0 0000
7/9/2019 3:00 PM	02102251583	SAN ANTONIO, TX	0 01:33	0 0000
7/9/2019 3:35 PM	16468769923	NEW YORK, NY	1 29:31	0 0000
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7/11/2019 8:38 AM	02107402765	TX	0 01:24	0 0000
7/11/2019 9:36 AM	02107402765	TX	0 00:40	0 0000
7/11/2019 10:04 AM	16084425088	MADISON, WI	0 03:42	0 0000
7/11/2019 10:13 AM	05122601366	AUSTIN, TX	0 02:58	0 0000
7/11/2019 12:53 PM	02143042979	DALLAS, TX	0 02:18	0 0000
7/11/2019 1:01 PM	19294362866	.	0 54:15	0 0000
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7/12/2019 9:58 AM	09562400162	DALLAS, TX	0 00:43	0 0000
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7/12/2019 10:33 AM	08172710941	CARROLLTON, TX	0 00:12	0 0000

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7/12/2019 11:29 AM	08172710941	CARROLLTON, TX	0 05:19	0 0000
7/12/2019 12:12 PM	02103722011	SAN ANTONIO, TX	0 03:01	0 0000
7/12/2019 2:23 PM	04098934229	BEAUMONT, TX	0 02:27	0 0000
7/12/2019 3:00 PM	04098934229	BEAUMONT, TX	0 00:55	0 0000
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7/12/2019 3:46 PM	08325449933	TX	0 00:36	0 0000
7/12/2019 4:16 PM	08327152500	HOUSTON, TX	0 01:04	0 0000
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7/15/2019 8:54 AM	08306205166	NEW BRAUNFELS, TX	0 04:24	0 0000
7/15/2019 8:58 AM	02103559284	SAN ANTONIO, TX	0 01:26	0 0000
7/15/2019 9:00 AM	13142052008	SAINT LOUIS, MO	0 01:01	0 0000
7/15/2019 9:03 AM	17704343050	SMYRNA, GA	0 02:35	0 0000
7/15/2019 9:58 AM	08324680050	HOUSTON, TX	0 00:57	0 0000
7/15/2019 9:59 AM	08324613195	HOUSTON, TX	0 00:13	0 0000
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7/15/2019 10:56 AM	05124500933	AUSTIN, TX	0 01:15	0 0000
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7/15/2019 11:09 AM	19736155896	ROCHELLE PARK, NJ	0 03:03	0 0000
7/15/2019 11:11 AM	05126676284	AUSTIN, TX	0 02:25	0 0000
7/15/2019 11:56 AM	08324613195	HOUSTON, TX	0 00:28	0 0000
7/15/2019 11:57 AM	08324680050	HOUSTON, TX	0 01:00	0 0000
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7/15/2019 1:28 PM	13306463844	WARREN, OH	0 01:10	0 0000
7/15/2019 1:39 PM	05125604380	AUSTIN, TX	0 01:29	0 0000
7/15/2019 1:52 PM	02142052008	FARMERS BRANCH, TX	0 00:14	0 0000
7/15/2019 2:57 PM	09724363900	LEWISVILLE, TX	0 18:33	0 0000
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7/16/2019 8:15 AM	09562518813	TX	0 02:25	0 0000
7/16/2019 8:21 AM	02102883755	SAN ANTONIO, TX	0 11:17	0 0000
7/16/2019 8:45 AM	08324257325	HOUSTON, TX	0 01:25	0 0000
7/16/2019 8:57 AM	02106188549	SAN ANTONIO, TX	0 01:07	0 0000
7/16/2019 8:59 AM	09565299542	HARLINGEN, TX	0 01:02	0 0000
7/16/2019 9:15 AM	08177191062	DALLAS, TX	0 01:09	0 0000
7/16/2019 9:17 AM	09568218902	MCALLEN, TX	0 00:34	0 0000
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7/16/2019 11:27 AM	02143796924	DALLAS, TX	0 01:11	0 0000
7/16/2019 1:24 PM	08325595520	HOUSTON, TX	0 00:30	0 0000
7/16/2019 1:25 PM	02813787640	TOMBALL, TX	0 02:04	0 0000
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7/16/2019 3:31 PM	07132919979	HOUSTON, TX	0 01:45	0 0000
7/16/2019 4:16 PM	17034050996	CHANTILLY, VA	0 01:18	0 0000
7/16/2019 4:38 PM	09567639056	SAN ANTONIO, TX	0 01:03	0 0000
7/16/2019 4:41 PM	02143408876	DALLAS, TX	0 01:04	0 0000
7/16/2019 4:42 PM	09565837878	MISSION, TX	0 00:54	0 0000
7/16/2019 4:52 PM	13026708421	NORRISTOWN, DE	0 01:19	0 0000
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7/17/2019 10:40 AM	05123584769	AUSTIN, TX	0 02:09	0 0000

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7/17/2019 2:34 PM	02146060042	FARMERS BRANCH, TX	0 00:45	0 0000
7/17/2019 2:35 PM	05127817302	SAN MARCOS, TX	0 03:11	0 0000
7/17/2019 3:01 PM	09566506220	MCALLEN, TX	0 00:57	0 0000
7/17/2019 4:17 PM	14404208197	GARFIELD HEIGHTS, OH	0 01:47	0 0000
7/17/2019 4:17 PM	09366241304	CONROE, TX	0 00:27	0 0000
7/17/2019 4:21 PM	13602576572	OAK HARBOR, WA	0 00:23	0 0000
7/17/2019 4:21 PM	13602573302	OAK HARBOR, WA	0 12:26	0 0000
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7/18/2019 8:22 AM	13142052007	SAINT LOUIS, MO	0 01:31	0 0000
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7/18/2019 10:58 AM	02102251583	SAN ANTONIO, TX	0 00:52	0 0000
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7/22/2019 8:32 AM	02108756218	SAN ANTONIO, TX	0 02:50	0 0000
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7/22/2019 1:30 PM	08307013015	SOMERSET, TX	0 01:18	0 0000
7/22/2019 2:25 PM	08303939455	FLORESVILLE, TX	0 00:53	0 0000
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7/22/2019 3:27 PM	09562642028	HARLINGEN, TX	0 00:33	0 0000
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7/23/2019 8:42 AM	02108756218	SAN ANTONIO, TX	0 02:21	0 0000
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7/23/2019 12:07 PM	02102221234	SAN ANTONIO, TX	0 08:00	0 0000
7/23/2019 2:55 PM	09565013259	MCALLEN, TX	0 04:56	0 0000
7/23/2019 3:03 PM	13365475602	GREENSBORO, NC	0 00:44	0 0000
7/23/2019 3:17 PM	09564664966	MCALLEN, TX	0 00:58	0 0000
7/23/2019 4:10 PM	02102229181	SAN ANTONIO, TX	0 10:18	0 0000
7/24/2019 7:58 AM	09565013259	MCALLEN, TX	0 00:57	0 0000

7/24/2019 8:11 AM	09565013259	MCALLEN, TX	0 04:13	0.0000
7/24/2019 8:38 AM	05122317400	AUSTIN, TX	0 11:15	0.0000
7/24/2019 8:54 AM	09565013259	MCALLEN, TX	0 00:40	0.0000
7/24/2019 9:00 AM	05126308424	AUSTIN, TX	0 05:19	0.0000
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7/24/2019 10:26 AM	09565422622	BROWNSVILLE, TX	0 02:55	0.0000
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7/24/2019 10:50 AM	09564072727	HARLINGEN, TX	0 01:49	0.0000
7/24/2019 11:17 AM	09565871680	EDINBURG, TX	0 00:36	0.0000
7/24/2019 11:39 AM	09562022456	HARLINGEN, TX	0 01:59	0.0000
7/24/2019 12:04 PM	02143912585	DALLAS, TX	0 01:34	0.0000
7/24/2019 12:06 PM	02149291563	DALLAS, TX	0 02:23	0.0000
7/24/2019 12:56 PM	16468769923	NEW YORK, NY	0 46:51	0.0000
7/24/2019 3:12 PM	05128092598	AUSTIN, TX	0 01:24	0.0000
7/24/2019 4:24 PM	09564919837	MCALLEN, TX	0 00:08	0.0000
			21:36:05	0.0000

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Information for customer:

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Foremost Telecommunications  
 5757 Alpha Road, Suite 110  
 Dallas TX 75240-4605  
 Phone : 866-425-4014  
 Email : billing@foremosttelecom.com  
 Emergency Outage Only: 800-503-4672



**Invoice Details**

Attn: David Mason  
 City of Kingsville - Water Department  
 1300 E. Corral Ave.  
 Kingsville TX 78363

Information	
Account #	008279-020-02
Invoice #	S-FG29882
Date	8/1/2019
Reference #	009447-02
Date Due	8/16/2019
Period	8/16/2019 - 9/15/2019
Previous balance	0.00
Current balance	633.43
Last Payment	633.43

Payments received since the last invoice, thank you!

Date	Amount	Method
7/5/2019	633.43	ALLOCATION

Charge Description	Qty	Unit Price	Amount
<b>3612216050</b>			
• PRI	1	395.000	395.00
• FCC Authorized Subscriber Line Charge	1	71.500	71.50
• State Cost Recovery Fee	23	0.380	8.74
• DIDs	1		0.00
Sub Total :			475.24
<b>3615958042</b>			
• Remote Call Forward	1	24.950	24.95
• FCC Authorized Subscriber Line Charge	1	4.500	4.50
Sub Total :			29.45
<b>3615958087</b>			
• Remote Call Forward	1	24.950	24.95
• FCC Authorized Subscriber Line Charge	1	4.500	4.50
Sub Total :			29.45
<b>3612219222</b>			
• Remote Call Forward	1	24.950	24.95
• FCC Authorized Subscriber Line Charge	1	4.500	4.50
Sub Total :			29.45

Subtotal	563.59
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Taxes Description	Amount
• COASTAL BEND COG 9-1-1 FEE	5.50
• FEDERAL UNIVERSAL SERVICE FEE	64.17
• UTILITY GROSS RECEIPTS ASSESS	0.17
Total Taxes	69.84

Total Invoiced	633.43
Total Amount Due	633.43

Date	Called Number	Acct	Destination	Duration	Price
------	---------------	------	-------------	----------	-------

3612216050

6/25/2019 9:49 AM	09562022456	HARLINGEN, TX	0 01:49	0 0000
6/26/2019 11:10 AM	09562702535	MCALLEN, TX	0 01:00	0 0000
6/26/2019 2:18 PM	02102245800	SAN ANTONIO, TX	0 00:13	0 0000
6/26/2019 3:56 PM	17087614525	CHICAGO, IL	0 00:23	0 0000
6/27/2019 10:50 AM	02102245800	SAN ANTONIO, TX	0 02:47	0 0000
6/28/2019 1:31 PM	02143912585	DALLAS, TX	0 10:36	0 0000
6/28/2019 4:29 PM	05124637952	AUSTIN, TX	0 05:42	0 0000
7/1/2019 8:42 AM	09562702535	MCALLEN, TX	0 01:02	0 0000
7/1/2019 11:12 AM	09403905519	CARROLLTON, TX	0 03:51	0 0000
7/1/2019 11:59 AM	05122395127	AUSTIN, TX	0 09:41	0 0000
7/1/2019 2:08 PM	09562064024	TX	0 03:17	0 0000
7/1/2019 3:31 PM	18152193031	ARLINGTON HEIGHTS, IL	0 01:59	0 0000
7/1/2019 4:14 PM	12402565303	WASHINGTON, MD	0 01:41	0 0000
7/2/2019 7:56 AM	09365644697	NACOGDOCHES, TX	0 04:24	0 0000
7/2/2019 8:03 AM	09365644697	NACOGDOCHES, TX	0 00:58	0 0000
7/2/2019 8:33 AM	09365644697	NACOGDOCHES, TX	0 00:31	0 0000
7/2/2019 3:05 PM	02814318684	ARCOLA, TX	0 01:53	0 0000
7/2/2019 4:19 PM	18152193031	ARLINGTON HEIGHTS, IL	0 02:06	0 0000
7/2/2019 4:22 PM	05127179259	AUSTIN, TX	0 01:03	0 0000
7/5/2019 10:38 AM	09724694252	ODDBALL CODES, TX	0 01:25	0 0000
7/9/2019 8:06 AM	02106370436	SAN ANTONIO, TX	0 02:41	0 0000
7/9/2019 11:37 AM	08304019669	SEGUIN, TX	0 00:33	0 0000
7/9/2019 11:48 AM	18504455138	TALLAHASSEE, FL	0 01:23	0 0000
7/9/2019 1:28 PM	09563215146	MCALLEN, TX	0 01:24	0 0000
7/9/2019 1:47 PM	09562702535	MCALLEN, TX	0 01:42	0 0000
7/9/2019 2:12 PM	16145521999	COLUMBUS, OH	0 00:02	0 0000
7/9/2019 2:13 PM	16148837812	COLUMBUS, OH	0 00:54	0 0000
7/9/2019 3:00 PM	02146953525	CARROLLTON, TX	0 02:33	0 0000
7/10/2019 9:55 AM	09562702535	MCALLEN, TX	0 01:44	0 0000
7/10/2019 10:48 AM	13379933559	LAFAYETTE, LA	0 03:01	0 0000
7/10/2019 4:27 PM	03254286855	ABILENE, TX	0 00:43	0 0000
7/11/2019 9:29 AM	09562702535	MCALLEN, TX	0 00:58	0 0000
7/11/2019 1:35 PM	09562702535	MCALLEN, TX	0 02:19	0 0000
7/12/2019 10:27 AM	09727651522	FARMERS BRANCH, TX	0 00:45	0 0000
7/12/2019 11:02 AM	02102245800	SAN ANTONIO, TX	0 00:50	0 0000
7/16/2019 8:00 AM	09365644697	NACOGDOCHES, TX	0 02:03	0 0000
7/16/2019 9:08 AM	04095262104	HOUSTON, TX	0 01:17	0 0000
7/16/2019 10:55 AM	04095262104	HOUSTON, TX	0 00:30	0 0000
7/16/2019 10:57 AM	09365644697	NACOGDOCHES, TX	0 03:09	0 0000
7/16/2019 4:44 PM	09566835115	MCALLEN, TX	0 06:04	0 0000
7/16/2019 4:52 PM	09562466275	MCALLEN, TX	0 00:17	0 0000
7/16/2019 4:53 PM	09562466275	MCALLEN, TX	0 00:22	0 0000
7/16/2019 4:53 PM	09562456275	HARLINGEN, TX	0 00:37	0 0000
7/17/2019 8:28 AM	02102245800	SAN ANTONIO, TX	0 02:04	0 0000
7/17/2019 8:59 AM	04322660898	MIDLAND, TX	0 01:04	0 0000
7/19/2019 9:25 AM	09562702535	MCALLEN, TX	0 02:16	0 0000
7/18/2019 3:14 PM	06322166872	HOUSTON, TX	0 02:40	0 0000
7/18/2019 3:25 PM	14045973776	ROSWELL, GA	0 01:53	0 0000
7/19/2019 8:53 AM	09562702535	MCALLEN, TX	0 02:01	0 0000
7/19/2019 10:17 AM	09402422700	JUSTIN, TX	0 01:07	0 0000
7/19/2019 10:39 AM	02102245800	SAN ANTONIO, TX	0 02:31	0 0000
7/19/2019 1:17 PM	08062233056	AMARILLO, TX	0 01:46	0 0000
7/19/2019 3:58 PM	17083961984	BLUE ISLAND, IL	0 01:56	0 0000
7/22/2019 10:43 AM	02108879166	SAN ANTONIO, TX	0 01:36	0 0000
7/22/2019 11:12 AM	14108082195	COLUMBIA, MD	0 00:32	0 0000
7/22/2019 1:59 PM	19144206960	WEST NYACK, NY	0 02:57	0 0000
7/23/2019 1:32 PM	09037369157	LONGVIEW, TX	0 05:08	0 0000
7/23/2019 2:24 PM	09795718232	HOUSTON, TX	0 01:11	0 0000
7/23/2019 3:18 PM	09564664966	MCALLEN, TX	0 02:14	0 0000
7/24/2019 10:26 AM	09562022456	HARLINGEN, TX	0 00:44	0 0000
			2:05:52	0 0000

Information for customer:

We appreciate your business. Please call with any concerns.  
You can reach us at: **866-971-4430**  
[billing@foremostgroup.us](mailto:billing@foremostgroup.us)

## About your bill

Please write your account number listed above  
on your check or money order. Please do not send  
cash.

If you have questions about your bill, please call 866-971-4430.

Mail payments to  
**Foremost Group Incorporated**  
**5757 Alpha Road, Suite 110**  
**Dallas, TX. 75240-4605**

### Previous payments

You may have sent us a payment not processed in  
time to be reflected on your current billing statement.  
Please deduct any amount already paid before  
sending your current payment.

The due date on your bill only applies to the current  
charges. Any past due amount should be paid  
immediately.

A returned check charge may apply for each  
check returned for any reason. Collection fees, if necessary,  
are the responsibility of the customer.



## Hurricane Preparedness

Hurricane Season: June 1- Nov.30

### Preparedness Checklist:

- Make an Evacuation Plan. Find activated evacuation routes here: DriveTexas.org or by dialing (800) 452-9292. Call 2-1-1 to find out if you live in an evacuation zone.
- Sign-Up for Emergency Alerts. Make sure your device is enabled to receive Wireless Emergency Alerts (WEAs).
- Prepare an Emergency Supply Kit. Learn how to build an emergency kit here: <https://www.ready.gov/build-a-kit>
- Review Your Home Insurance Policy.
- Register with State of Texas Emergency Assistance Registry (STEAR): <https://STEAR.dps.texas.gov> or by dialing 2-1-1 if you live in evacuation zone and:
  - have a disability or medical needs and do not have a car or other vehicle to use in an evacuation.
  - have a disability or medical needs and do not have friends or family to help in an evacuation. \*\*STEAR Registry information collected is confidential\*\*

### Hurricane Preparedness Online Resources:

Texas Division of Emergency Management Website: [www.dps.texas.gov/dem](http://www.dps.texas.gov/dem)

Texas Department of State Health Services: [www.texasprepares.org](http://www.texasprepares.org)

American Red Cross: [www.redcross.org](http://www.redcross.org)

U.S. Department of Homeland Security: [www.ready.gov](http://www.ready.gov)

Office of the Texas Governor Greg Abbott: [www.gov.texas.gov](http://www.gov.texas.gov)

## Preparación para Huracanes

La temporada de huracanes es del 1 de Junio al 30 de Noviembre.

### Lista de verificación de preparación:

- Haga un Plan de Evacuación. Encuentre rutas de evacuación activadas aquí: DriveTexas.org o marcando (800) 452-9292. Llame 2-1-1 para averiguar si usted vive en una zona de evacuación.
- Regístrese para recibir alertas de emergencia. Asegúrese de que su dispositivo esté habilitado para recibir Alertas de Emergencia inalámbricas (AEI).
- Prepare un estuche de Suministros de Emergencia. Aprenda cómo construir un estuche de emergencia aquí: <https://www.ready.gov/build-a-kit>
- Revise su póliza de seguro de hogar.
- Regístrese en el Registro de Asistencia de Emergencia del Estado de Texas (RAEET): <https://STEAR.dps.texas.gov> o marcando el 2-1-1 si vive en una zona de evacuación y:
  - tiene una discapacidad o necesidades médicas y no tiene un automóvil u otro vehículo para usar en una evacuación
  - tiene una discapacidad o necesidades médicas y no tiene amigos o familiares para ayudar en una evacuación. \*\* La información recolectada del Registro RAEET es confidencial \*\*

### Recursos en línea para la preparación en caso de huracanes:

Sitio web de la División de Administración de Emergencias de Texas: [www.dps.texas.gov/demTexas](http://www.dps.texas.gov/demTexas)

Departamento de Servicios de Salud del Estado: [www.texasprepares.org](http://www.texasprepares.org)

Cruz Roja Americana: [www.redcross.org](http://www.redcross.org)

Departamento de Seguridad Nacional de los Estados Unidos: [www.ready.gov](http://www.ready.gov)

Oficina del Gobernador de Texas Greg Abbott: [www.gov.texas.gov](http://www.gov.texas.gov)

**CITY OF KINGSVILLE****393325**

VENDOR: 3082 NewWave Communications

08/15/2019

**393325**

DATE	INVOICE #	DESCRIPTION	AMOUNT
8/1/2019	126382183 08.01.19	Tourism Comm, Phone & Internet Svc.- AUG	453.46
8/1/2019	126409960 08.01.19	Service for Brookshire Pool #2 - AUG 2019	133.99
8/1/2019	126426592 08.01.19	Communication Services for Muni Bldg - AU	1,000.00
8/1/2019	127094217 08.01.19	W/W Internet & Phone Services - AUG 2019	372.63
8/6/2019	127215333 08.06.19	Service for Dick Kleberg Park - 08/06 - 09/05	243.93

2,204.01

LR3812LM1

DATA FLOW, (806) 371-7310 / FAX (806) 371-0720

PRINTED IN U.S.A.

**CITY OF KINGSVILLE**

PO Box 1458  
Kingsville, TX 78364  
PH: (361) 595-8025

**PURCHASE ORDER**

PO Number: 190014

Date: 10/01/2018

Requisition #: REQ13628

Vendor #: 3082

ISSUED TO: NewWave Communications  
1629 BRAHMA BLVD  
Kingsville, TX 78363

SHIP TO: Dept of Tourism  
Attn: Leo Alarcon  
1501 N. Hwy 77  
Kingsville, TX 78363

08/01/19

126382183 08.01.19

*Partial  
Payment*

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Telephone & Internet Service	002-5-1071-31100		0.00	7,200.00

*Aug. 2019*  
*Please pay the attached + keep PO open*

Received by: *Quinn Regan*Date: *10/4/18*

SUBTOTAL:	7,200.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	7,200.00

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it and suppliers of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001513

*DB* \$453.46*Emailed*

# NEWWAVE BUSINESS

ADVANCED COMMUNICATION SOLUTIONS

**Solutions to keep your business connected.**

High-Speed Internet  
Business Phone Service  
Crystal-Clear Television  
Fiber-based Services



**866.460.9283**

Starting in July, your bank or credit card payment statement will appear as SprkNewWav.

08/09 - emailed Alicia

PLEASE TEAR ALONG PERFORATION AND INCLUDE WITH PAYMENT

**NEWWAVE  
BUSINESS**

	Hours	Days
SALES BUSINESS CARE	7-5	M-F
Customer Support	8-5	M-F
Tech Support	24 hours/7 days	

newwavebusiness.com

(666) 460-9283

## BILLING SUMMARY

(BILLING DETAIL ON REVERSE)

Account # 126382183

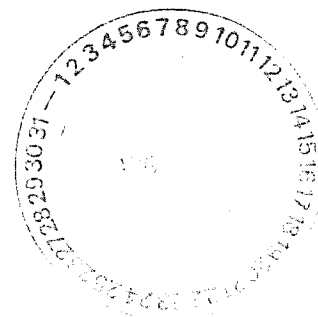
KINGSVILLE TOURISM DEPART  
1501 N US HIGHWAY 77 BYP  
KINGSVILLE TX 78363-3317

Previous Balance	445.46
Adjustments & Other Activity	8.00
Monthly Services	394.63
Other Charges	16.26
Taxes & Fees	34.57

Total Due \$898.92

DATE DUE ON RECEIPT

For services provided from 8/1/2019 to 8/31/2019



5175 0000 NO RP 02 08022019 NYYYNNNY 01 067191 0257

**Master Account Summary**

Acct No.	Location	Amount
126382183	KINGSVILLE TOURISM DEPART	\$498.37
126797182	KINGSVILLE TOURISM DEPART	\$400.55
Total Due for Master Account		\$898.92

The identified state and local taxes, franchise fees, and regulatory surcharges on your bill may vary based on increases or decreases implemented by federal, state, and local taxing authorities.

Paying by check authorizes NewWave Communications to use the information from your check to make a one-time electronic fund transfer from your bank account. Funds may be drawn from your account as soon as the same day your payment is received. Your original check will be destroyed once processed. We appreciate all check and direct debit payments. In the event that either of these payment types is returned to us unpaid, we reserve the right to re-present the transaction for payment. Unpaid transactions are subject to return check service fees.

CAREER OPPORTUNITIES are available at NewWave Communications. Please visit our website: [www.newwavecom.com](http://www.newwavecom.com) for details. NewWave Communications is an Equal Opportunity Employer.



We certainly appreciate your business. Payment must be received on or before the due date to avoid a late fee of \$8.00 (taxes may apply). This invoice does not include transactions after the statement date. For assistance with any of your business needs, please email us @ [bizsupport@newwavecom.com](mailto:bizsupport@newwavecom.com) or call us at 1-866-460-9283.

6175 0090 NO RP 01/06/2019 MYNNY 01/06/2019 0267

**Linked Account Summary**

Billing Account No.: 126382183  
Site Name: KINGSVILLE TOURISM DEPART  
Service Location: 1501 US HIGHWAY 77 BYP KINGSVILLE TX  
783633317

**Detail of Charges**
**Previous Balance/Payment Received by 08/01/19**

07/01	Previous Balance	445.46
	<b>Total Remaining Balance</b>	<b>\$445.46</b>

**Adjustments & Other Activity**

07/30	Business Late Fee Adjustment	8.00
	<b>Total Adjustments &amp; Other Activity</b>	<b>\$8.00</b>

**Monthly Services**

08/01 - 08/31	Unlimited Phone For 3612219480	10.00
08/01 - 08/31	Unlimited Phone For 3615928516	10.00
08/01 - 08/31	Unlimited Phone For 3615928517	10.00
	<b>Total Monthly Services</b>	<b>\$30.00</b>

**Taxes & Fees**

08/01 - 08/31	Phone Regulatory & Admin Fee	14.91
	<b>Total Taxes &amp; Fees</b>	<b>\$14.91</b>

Total for Linked Account \$498.37

**Linked Account Summary**

Billing Account No.: 126797182  
Site Name: KINGSVILLE TOURISM DEPART  
Service Location: 1501 US HIGHWAY 77 BYP KINGSVILLE TX  
783633317

**Detail of Charges**
**Monthly Services**

08/01 - 08/31	Standard Cable	38.82
08/01 - 08/31	Economy Cable	38.82
08/01 - 08/31	100x10 HSD	200.00
08/01 - 08/31	Unlimited Phone	30.00
08/01 - 08/31	Unlimited Phone	30.00
08/01 - 08/31	Unlimited Phone	18.00
08/01 - 08/31	Voice Mail	0.00
08/01 - 08/31	Voice Mail	0.00
08/01 - 08/31	Voice Mail	0.00
08/01 - 08/31	Modem Lease	8.99
	<b>Total Monthly Services</b>	<b>\$364.63</b>

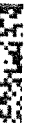
**Other Charges**

08/01 - 08/31	Broadcast TV Surcharge	14.63
08/01 - 08/31	Sports Surcharge	1.63
	<b>Total Other Charges</b>	<b>\$16.26</b>

**Taxes & Fees**

08/01 - 08/31	Franchise Fee	4.69
08/01 - 08/31	Phone Regulatory & Admin Fee	14.91
08/01 - 08/31	FCC Regulatory Fee	0.06
	<b>Total Taxes &amp; Fees</b>	<b>\$19.66</b>

Total for Linked Account \$400.55



6175 0000 NO RP 02 08022019 NYYYNNNY 01 067191 0267



**CITY OF KINGSVILLE**

PO Box 1458  
Kingsville, TX 78364  
PH: (361) 595-8025

**PURCHASE ORDER**

PO Number: 190012

Date: 10/01/2018

Requisition #: REQ13626

Vendor #: 3082

ISSUED TO: NewWave Communications  
1629 BRAHMA BLVD  
Kingsville, TX 78363

SHIP TO: Susan Ivy  
Attn: Susan Ivy  
P.O. Box 1458  
Kingsville, TX 78364

08/01/19

*Partial  
Payment*

126409960 08.01.19

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	12	Service for Brookshire Pool #2	001-5-4503-31100		130.00 133.99	1,560.00
<i>Aug. 2019</i>						

Received by: 

Date: 8-13-19

SUBTOTAL:	1,560.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	1,560.00

13399

13399

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001513



# NEWWAVE BUSINESS

ADVANCED COMMUNICATION SOLUTIONS

**Solutions to keep your business connected.**

High-Speed Internet  
Business Phone Service  
Crystal-Clear Television  
Fiber-based Services



**866.460.9283**

Starting in July, your bank or credit card payment statement will appear as SprkNewWav

08/09 - emailed Nora

\* PLEASE TEAR ALONG PERFORATION AND INCLUDE WITH PAYMENT \*

**NEWWAVE  
BUSINESS**

ADVANCED COMMUNICATION SOLUTIONS

	Hours	Days
SALES BUSINESS CARE	7-5	M-F
Customer Support	8-5	M-F
Tech Support	24 hours/7 days	

[newwavebusiness.com](http://newwavebusiness.com)

(866) 460-9283

## BILLING SUMMARY

(BILLING DETAIL ON REVERSE)

Account # 126409960

BROOKSHIRE POOL#2

1519 E KENEDY AVE

KINGSVILLE TX 78363-5450

Previous Balance 133.99

Payment Received 07/23/19 133.99CR

Monthly Services 133.99

Total Due \$133.99

DATE DUE 08/15/19

For services provided from 8/1/2019 to 8/31/2019

If you are a NewWave Internet customer, by paying this invoice you accept and agree with the NewWave broadband acceptable use policy requirements as stated in Section 4 of the Broadband Service Agreement located at <http://newwavecom.com/bsa.pdf>.



5175 0000 NO RP 02 0802/2019 NYNYNYNY 01 057160 0267

**Detail of Charges**

**Previous Balance/Payment Received by 08/01/19**

07/01	Previous Balance	133.99
07/23	Payment - Thank You	133.99CR
<b>Total Remaining Balance</b>		<b>\$0.00</b>

**Partial Month Charges**

07/12 - 07/31	Modem Lease	5.80
	20 Days @ \$0.29	
07/12 - 07/31	Modem Lease	5.80CR
	20 Days @ \$-0.29	
<b>Total Partial Month Charges</b>		<b>\$0.00</b>

**Monthly Services**

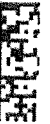
08/01 - 08/31	30x3 HSD	125.00
08/01 - 08/31	Modem Lease	8.99
<b>Total Monthly Services</b>		<b>\$133.99</b>

Total Due by 08/15/19 3133.99

The identified state and local taxes, franchise fees, and regulatory surcharges on your bill may vary based on increases or decreases implemented by federal, state, and local taxing authorities.

Paying by check authorizes NewWave Communications to use the information from your check to make a one-time electronic fund transfer from your bank account. Funds may be drawn from your account as soon as the same day your payment is received. Your original check will be destroyed once processed. We appreciate all check and direct debit payments. In the event that either of these payment types is returned to us unpaid, we reserve the right to re-present the transaction for payment. Unpaid transactions are subject to return check service fees.

CAREER OPPORTUNITIES are available at NewWave Communications. Please visit our website: [www.newwavecom.com](http://www.newwavecom.com) for details. NewWave Communications is an Equal Opportunity Employer.



**CITY OF KINGSVILLE**

PO Box 1458  
Kingsville, TX 78364  
PH: (361) 595-8025

**PURCHASE ORDER**

PO Number: 190097

Date: 10/03/2018

Requisition #: REQ13709

Vendor #: 3082

**ISSUED TO:** NewWave Communications  
1629 BRAHMA BLVD  
Kingsville, TX 78363

**SHIP TO:** Facilities Maint.  
Attn: Israel Vasquez or Charlie Sosa  
400 W King  
Kingsville, TX 78363

08-01-19

126426592 08.01.19

*Partial Payments*

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1		0 Communication Services for Municipal Building	001-5-1805-31102		0.00	15,000.00
						<i>Aug 2019</i>

Received by: 

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

SUBTOTAL:	15,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>15,000.00</b>

*\$1,000 DB*

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
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9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001513

# NEWWAVE BUSINESS

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PLEASE TEAR ALONG PERFORATION AND INCLUDE WITH PAYMENT

**NEWWAVE  
BUSINESS**  
ADVANCED COMMUNICATION SOLUTIONS

Hours Days

**SALES BUSINESS CARE** 7-5 M-F

**Customer Support** 8-5 M-F

**Tech Support** 24 hours/7 days

[newwavebusiness.com](http://newwavebusiness.com)

(866) 460-9283

## BILLING SUMMARY

(BILLING DETAIL ON REVERSE)

**Account # 126426592**

KINGSVILLE CITYHALL  
200 E KLEBERG AVE  
KINGSVILLE TX 78363-4573

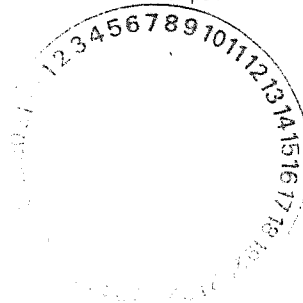
Previous Balance	1,000.00
Payment Received 07/16/19	1,000.00CR
Monthly Services	1,000.00

**Total Due** \$1,000.00

**DATE DUE** 08/15/19

For services provided from 8/1/2019 to 8/31/2019

If you are a NewWave Internet customer, by paying this invoice you accept and agree with the NewWave broadband acceptable use policy requirements as stated in Section 4 of the Broadband Service Agreement located at <http://newwavecom.com/bsa.pdf>.



5175 0000 NO RP 02 0A022019 NYYNNNY 01 047192 0267

### Master Account Summary

Acct No.	Location	Amount
126426592	KINGSVILLE CITYHALL	\$1,000.00
127232577	KINGSVILLE CITYHALL	\$0.00
Total Due for Master Account		\$1,000.00

The identified state and local taxes, franchise fees, and regulatory surcharges on your bill may vary based on increases or decreases implemented by federal, state, and local taxing authorities.

Paying by check authorizes NewWave Communications to use the information from your check to make a one-time electronic fund transfer from your bank account. Funds may be drawn from your account as soon as the same day your payment is received. Your original check will be destroyed once processed. We appreciate all check and direct debit payments. In the event that either of these payment types is returned to us unpaid, we reserve the right to re-present the transaction for payment. Unpaid transactions are subject to return check service fees.

CAREER OPPORTUNITIES are available at NewWave Communications. Please visit our website [www.newwavecom.com](http://www.newwavecom.com) for details. NewWave Communications is an Equal Opportunity Employer.



6175 0001 NO RP 02 08022019 NYYYNNNY 01 067192 0267

**Linked Account Summary**

Billing Account No.: 126426592  
Site Name: KINGSVILLE CITYHALL  
Service Location: 200 KLEBERG AVE KINGSVILLE TX 783634573

**Detail of Charges**

**Previous Balance/Payment Received by 08/01/19**

07/01	Previous Balance	1,000.00
07/16	Payment - Thank You	1,000.00CR
	<b>Total Remaining Balance</b>	<b>\$0.00</b>

**Monthly Services**

08/01 - 08/31	Direct Internet Access	1,000.00
	<b>Total Monthly Services</b>	<b>\$1,000.00</b>

Total for Linked Account \$1,000.00

**Linked Account Summary**

Billing Account No.: 127232577  
Site Name: KINGSVILLE CITYHALL  
Service Location: 200 KLEBERG AVE KINGSVILLE TX 783634573

**Detail of Charges**

**Monthly Services**

08/01 - 08/31	Standard Cable	0.00
08/01 - 08/31	Economy Cable	0.00
	<b>Total Monthly Services</b>	<b>\$0.00</b>

Total for Linked Account \$0.00





**CITY OF KINGSVILLE**

PO Box 1458  
Kingsville, TX 78364  
PH: (361) 595-8025

**PURCHASE ORDER**

PO Number: 190053

Date: 10/02/2018

Requisition #: REQ13668

Vendor #: 3082

**ISSUED TO:** NewWave Communications  
1629 BRAHMA BLVD  
Kingsville, TX 78363

**SHIP TO:** Wastewater Department  
Attn: Frank Garcia  
2801 E Santa Gertrudis  
Kingsville, TX 78363

08-01-19

127094217 08.01.19

*Partial Payments*

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 W/W Internet & Phone Services Wastewater Dept	051-5-7001-31100		0.00	5,746.00

*Aug**\$ 372.63*

Authorized by: *[Signature]*

SUBTOTAL:	5,746.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	5,746.00

*\$ 372.63 DB*

1. Original Invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and Invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
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8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-0001513



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✶ PLEASE TEAR ALONG PERFORATION AND INCLUDE WITH PAYMENT ✶

## NEWWAVE BUSINESS

ADVANCED COMMUNICATION SOLUTIONS

Hours Days

SALES BUSINESS CARE 7-5 M-F

Customer Support 8-5 M-F

Tech Support 24 hours/7 days

[newwavebusiness.com](http://newwavebusiness.com)

(866) 460-9283

### BILLING SUMMARY (BILLING DETAIL ON REVERSE)

Account # 127094217

CITY OF KINGSVILLE  
2801 E SANTA GERTRUDIS ST  
KINGSVILLE TX 78363-0000

Previous Balance	372.63
Payment Received 07/16/19	372.63CR
Monthly Services	337.84
Taxes & Fees	34.79

Total Due \$372.63

DATE DUE 08/15/19

For services provided from 8/1/2019 to 8/31/2019



6175 6000 NO RP 03 08022019 NYYNNNY 01 076217 0297

**Master Account Summary**

Acct No.	Location	Amount
127094217	CITY OF KINGSVILLE	\$124.85
126849579	CITY OF KINGSVILLE	\$247.78
Total Due for Master Account		\$372.63

The identified state and local taxes, franchise fees, and regulatory surcharges on your bill may vary based on increases or decreases implemented by federal, state, and local taxing authorities

Paying by check authorizes NewWave Communications to use the information from your check to make a one-time electronic fund transfer from your bank account. Funds may be drawn from your account as soon as the same day your payment is received. Your original check will be destroyed once processed. We appreciate all check and direct debit payments. In the event that either of these payment types is returned to us unpaid, we reserve the right to re-present the transaction for payment. Unpaid transactions are subject to return check service fees.

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6175 0000 NO REF 02/06/2019 NY NY NY NY 01 07/02/17 0297

**Linked Account Summary**

Billing Account No.: 127094217  
Site Name: CITY OF KINGSVILLE  
Service Location: 2801 SANTA GERTRUDIS ST KINGSVILLE TX  
783630000

**Detail of Charges**

**Previous Balance/Payment Received by 08/01/19**

07/01	Previous Balance	372.63
07/16	Payment - Thank You	372.63CR
	<b>Total Remaining Balance</b>	<b>\$0.00</b>

**Monthly Services**

08/01 - 08/31	Unlimited Phone For 3612211329	20.00
08/01 - 08/31	Unlimited Phone For 3615958044	20.00
08/01 - 08/31	Unlimited Phone For 3615925168	20.00
08/01 - 08/31	Unlimited Phone For 3615925169	20.00
08/01 - 08/31	Unlimited Phone For 3612212937	20.00
	<b>Total Monthly Services</b>	<b>\$100.00</b>

**Taxes & Fees**

08/01 - 08/31	Phone Regulatory & Admin Fee	24.85
	<b>Total Taxes &amp; Fees</b>	<b>\$24.85</b>

Total for Linked Account \$124.85

**Linked Account Summary**

Billing Account No.: 126849579  
Site Name: CITY OF KINGSVILLE  
Service Location: 2801 SANTA GERTRUDIS ST KINGSVILLE TX  
783637616

**Detail of Charges**

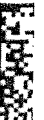
**Monthly Services**

08/01 - 08/31	50x5 HSD	134.95
08/01 - 08/31	Unlimited Phone	46.95
08/01 - 08/31	Unlimited Phone	46.95
08/01 - 08/31	Voice Mail	0.00
08/01 - 08/31	Voice Mail	0.00
08/01 - 08/31	Internet/Phone Modem	8.99
	<b>Total Monthly Services</b>	<b>\$237.84</b>

**Taxes & Fees**

08/01 - 08/31	Phone Regulatory & Admin Fee	9.94
	<b>Total Taxes &amp; Fees</b>	<b>\$9.94</b>

Total for Linked Account \$247.78





**CITY OF KINGSVILLE**

PO Box 1458  
Kingsville, TX 78364  
PH: (361) 595-8025

**PURCHASE ORDER**

PO Number: 190010

Date: 10/01/2018

Requisition #: REQ13624

Vendor #: 3082

ISSUED TO: NewWave Communications  
1629 BRAHMA BLVD  
Kingsville, TX 78363

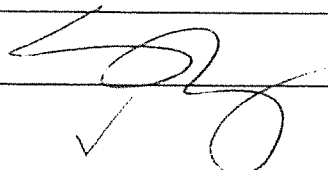
SHIP TO: Susan Ivy  
Attn: Susan Ivy  
P.O. Box 1458  
Kingsville, TX 78364

08/06/19

127215333 08.06.19

*Partial  
Payment*

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	12 Service for Dick Kleberg Park	001-5-4503-31100		234.30	-2,811.60
08/06 - 09/05/19					
					24393

Received by: 

Date: 8-13-19

SUBTOTAL:	2,811.60
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	2,811.60

DB 24393

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
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10. The City is exempt from all federal excise and state tax - ID# 74-6001513

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08/12 - emailed Nora

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**NEWWAVE  
BUSINESS**  
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Hours Days

SALES BUSINESS CARE 7-5 M-F

Customer Support 8-5 M-F

Tech Support 24 hours/7 days

[newwavebusiness.com](http://newwavebusiness.com)

(666) 460-9283

## BILLING SUMMARY

(BILLING DETAIL ON REVERSE)

Account # 127215333

DICK KLEBERG PARK  
501 E ESCONDIDO RD  
KINGSVILLE TX 78363-7412

Previous Balance	243.93
Payment Received 07/23/19	243.93CR
Monthly Services	233.99
Taxes & Fees	9.94

Total Due \$243.93 ✓

DATE DUE 08/20/19

For services provided from 8/6/2019 to 9/5/2019

If you are a NewWave Internet customer, by paying this invoice you accept and agree with the NewWave broadband acceptable use policy requirements as stated in Section 4 of the Broadband Service Agreement located at <http://newwavecom.com/bsa.pdf>

5175 0000 NO RP US 09062019 NYYNNNY 01 030169 0136

**Detail of Charges**
**Previous Balance/Payment Received by 08/06/19**

07/06	Previous Balance	243.93
07/23	Payment - Thank You	243.93CR
	<b>Total Remaining Balance</b>	<b>\$0.00</b>

**Monthly Services**

08/06 - 09/05	50x5 HSD	165.00
08/06 - 09/05	Unlimited Phone	30.00
08/06 - 09/05	Unlimited Phone	30.00
08/06 - 09/05	Voice Mail	0.00
08/06 - 09/05	Voice Mail	0.00
08/06 - 09/05	Modem Lease	8.99
	<b>Total Monthly Services</b>	<b>\$233.99</b>

**Taxes & Fees**

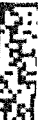
08/06 - 09/05	Phone Regulatory & Admin Fee	9.94
	<b>Total Taxes &amp; Fees</b>	<b>\$9.94</b>

**Total Due by 08/20/19** **\$243.93**

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CAREER OPPORTUNITIES are available at NewWave Communications. Please visit our website: [www.newwavecom.com](http://www.newwavecom.com) for details. NewWave Communications is an Equal Opportunity Employer.



**CITY OF KINGSVILLE****393246**

VENDOR: 3082 NewWave Communications

08/08/2019

**393246**

DATE	INVOICE #	DESCRIPTION	AMOUNT
7/1/2019	126382183 07.01.19	Tourism Comm, Phone & Internet Svc. - JUL	445.46
8/1/2019	126431006 08.01.19	Internet Services for Station 2 - AUG 2019	143.94
8/1/2019	126434109 08.01.19	Internet Services for Central - AUG 2019	933.98
7/27/2019	127897338 07.27.19	JULY 2019 INTERNET SERVICE - HEALTH DEP	463.00

1,986.38

LR3812LN1

DATA FLOW. (806) 371-7310 / FAX (806) 371-0720

PRINTED IN U.S.A.



**CITY OF KINGSVILLE**

PO Box 1458  
Kingsville, TX 78364  
PH: (361) 595-8025

**PURCHASE ORDER**

PO Number: 190014

Date: 10/01/2018

Requisition #: REQ13628

Vendor #: 3082

ISSUED TO: NewWave Communications  
1629 BRAHMA BLVD  
Kingsville, TX 78363

SHIP TO: Dept of Tourism  
Attn: Leo Alarcon  
1501 N. Hwy 77  
Kingsville, TX 78363

07/01/19

*Partial  
Payment*

126382183 07.01.19

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1		0 Telephone & Internet Service	002-5-1071-31100		0.00	7,200.00

*July 2019*

*Please pay the attached + Keep PO open*

SUBTOTAL:	7,200.00
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>7,200.00</b>

Received by: *Spencer Regus* Date: 10/4/18

1. Original Invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
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10. The City is exempt from all federal excise and state tax - ID# 74-6001513

*DB \$445.46**Emmaded*

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If you disagree with any portion of your bill, you must contact us no later than 60 days from the bill's "Date Due" date at 1-866-460-9283. For more information about billing questions, see newwavebusiness.com

07/09 - emailed Alicia  
07/24 - " " " "

PLEASE TEAR ALONG PERFORATION AND INCLUDE WITH PAYMENT

**NEWWAVE  
BUSINESS**

ADVANCED COMMUNICATION SOLUTIONS

	Hours	Days
SALES BUSINESS CARE	7-5	M-F
Customer Support	8-5	M-F
Tech Support	24 hours/7 days	

newwavebusiness.com

(866) 460-9283

## BILLING SUMMARY

(BILLING DETAIL ON REVERSE)

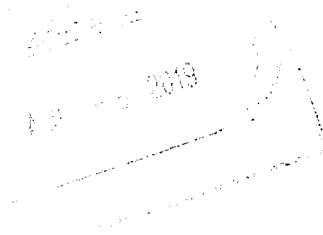
Account # 126382183

KINGSVILLE TOURISM DEPART  
1501 N US HIGHWAY 77 BYP  
KINGSVILLE TX 78363-3317

Previous Balance	445.46
Payment Received 06/13/19	445.46CR
Monthly Services	394.63
Other Charges	16.26
Taxes & Fees	34.57

Total Due \$445.46  
DATE DUE 07/15/19

For services provided from 7/1/2019 to 7/31/2019



6175 0000 NO RP 01 07012019 YYYWNNNY 01 130544 0523

### Master Account Summary

Acct No.	Location	Amount
126382183	KINGSVILLE TOURISM DEPART	\$44.91
126797182	KINGSVILLE TOURISM DEPART	\$400.55
Total Due for Master Account		\$445.46

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5175 0000 NO REP 01 07/01/2019 YYYNNNNY 01 130544 0523

**Linked Account Summary**

Billing Account No.: 126382183

Site Name: KINGSVILLE TOURISM DEPART

Service Location: 1501 US HIGHWAY 77 BYP KINGSVILLE TX  
783633317

**Detail of Charges**

**Previous Balance/Payment Received by 07/01/19**

06/01	Previous Balance	445.46
06/13	Payment - Thank You	445.46CR
	<b>Total Remaining Balance</b>	<b>\$0.00</b>

**Monthly Services**

07/01 - 07/31	Unlimited Phone For 3612219480	10.00
07/01 - 07/31	Unlimited Phone For 3615928517	10.00
07/01 - 07/31	Unlimited Phone For 3615928516	10.00
	<b>Total Monthly Services</b>	<b>\$30.00</b>

**Taxes & Fees**

07/01 - 07/31	Phone Regulatory & Admin Fee	14.91
	<b>Total Taxes &amp; Fees</b>	<b>\$14.91</b>

Total for Linked Account \$44.91

**Linked Account Summary**

Billing Account No.: 126797182

Site Name: KINGSVILLE TOURISM DEPART

Service Location: 1501 US HIGHWAY 77 BYP KINGSVILLE TX  
783633317

**Detail of Charges**

**Monthly Services**

07/01 - 07/31	Standard Cable	38.82
07/01 - 07/31	Economy Cable	38.82
07/01 - 07/31	100x10 HSD	200.00
07/01 - 07/31	Unlimited Phone	30.00
07/01 - 07/31	Unlimited Phone	30.00
07/01 - 07/31	Unlimited Phone	18.00
07/01 - 07/31	Voice Mail	0.00
07/01 - 07/31	Voice Mail	0.00
07/01 - 07/31	Voice Mail	0.00
07/01 - 07/31	Modem Lease	8.99
	<b>Total Monthly Services</b>	<b>\$364.63</b>

**Other Charges**

07/01 - 07/31	Broadcast TV Surcharge	14.63
07/01 - 07/31	Sports Surcharge	1.63
	<b>Total Other Charges</b>	<b>\$16.26</b>

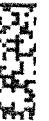
**Taxes & Fees**

07/01 - 07/31	Franchise Fee	4.69
07/01 - 07/31	Phone Regulatory & Admin Fee	14.91
07/01 - 07/31	FCC Regulatory Fee	0.06
	<b>Total Taxes &amp; Fees</b>	<b>\$19.66</b>

Total for Linked Account \$400.55



6175 0000 NO RP 01 07012019 YYYNNNNY 01 130544 0623



**CITY OF KINGSVILLE**

PO Box 1458  
Kingsville, TX 78364  
PH: (361) 595-8025

**PURCHASE ORDER**

PO Number: 191788

Date: 06/20/2019

Requisition #: REQ15562

Vendor #: 3082

ISSUED TO: NewWave Communications  
P O BOX 9001009  
LOUISVILLE, KY 40290-1009

SHIP TO: Adrian Garcia  
Attn: Adrian Garcia  
119 N. 10th  
Kingsville, TX 78363

08/01/19

Partial  
Payments

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Internet Services for Station 1 & 2 (July to Sept)	001-5-2200-31100		0.00	3,300.00
<p># 933.98 ✓ Station 1      126434109 08.01.19 # 143.94 ✓ Station 2      126431006 08.01.19</p> <p><i>[Signature]</i></p>					

Received by: *[Signature]*Date: 8/8/19

SUBTOTAL:	3,300.00
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>3,300.00</b>

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
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8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001513

**NEWWAVE BUSINESS**  
ADVANCED COMMUNICATION SOLUTIONS

Based on customer feedback from a recent survey we conducted, we will be making changes and additions to the NewWave Business TV channel line-up this fall.

The following channels will be added to **Expanded Basic Service\*** (where available) from September 30 through October 4: Hallmark Drama, Universal Kids, Sundance, IFC, Crime + Investigation, TV ONE, BBC America, WE tv and BYU TV.

The following channels will be added to the **Family Plus Pak** (where available) from September 30 through October 4: The Blaze, C-SPAN3, ShopHQ, GEM TV, DayStar, and Sonlife.

The following channels will be removed from **Expanded Basic Service** (where available) by midnight September 30: BET, CMT, Comedy Central, MTV, Nickelodeon, Paramount TV, TV Land, and VH1. The following channels will be removed from the **Family Plus Pak**: BET Her, BET Jams, BET Soul, CMT Music, Nick Jr., Nick Toons, Nick Music, Nick Teen, Nick 2, MTV2, MTV Classic, MTVU, and MTV Tres.

For more information about changes to your NewWave Business channel line-up, please visit [www.newwavebusiness.com/support](http://www.newwavebusiness.com/support).

\*WE tv will not be available in Calhoun; TV ONE will not be available in Argentina, Calhoun, and Homestead; BYU TV will not be available in Argentina, Calhoun, Leland/Hollandale, Quitman, and Waynesboro.



Starting in July, your bank or credit card payment statement will appear as SprkNewWay.

08/07 - emailed Claudia

\* PLEASE TEAR ALONG PERFORATION AND INCLUDE WITH PAYMENT \*

# NEWWAVE BUSINESS

	Hours	Days
SALES BUSINESS CARE	7-5	M-F
Customer Support	8-5	M-F
Tech Support	24 hours/7 days	

newwavebusiness.com

(866) 460-9283

**BILLING SUMMARY**  
(BILLING DETAIL ON REVERSE)

Account # 126431006

KINGSVILLE STATION 2  
515 N ARMSTRONG AVE  
KINGSVILLE TX 78363-4266

Previous Balance	143.94
Payment Received 07/23/19	143.94CR
Monthly Services	143.94
Total Due	\$143.94
DATE DUE	08/15/19

For services provided from 8-1-2019 to 8/31/2019

If you are a NewWave Internet customer, by paying this invoice you accept and agree with the NewWave broadband acceptable use policy requirements as stated in Section 4 of the Broadband Service Agreement located at <http://newwavecom.com/bsa.pdf>.

**Detail of Charges**
**Previous Balance/Payment Received by 08/01/19**

07/01	Previous Balance	143.94
07/23	Payment - Thank You	143.94CR
<b>Total Remaining Balance</b>		<b>\$0.00</b>

**Monthly Services**

08/01 - 08/31	Standard Cable	0.00
08/01 - 08/31	Economy Cable	0.00
08/01 - 08/31	15x2 HSD	134.95
08/01 - 08/31	Modem Lease	8.99
<b>Total Monthly Services</b>		<b>\$143.94</b>

Total Due by 08/15/19 \$143.94

The identified state and local taxes, franchise fees, and regulatory surcharges on your bill may vary based on increases or decreases implemented by federal, state, and local taxing authorities

Find your **TV Channel Lineup** Online At [www.newwavecom.com/channel-lineup/](http://www.newwavecom.com/channel-lineup/)  
**Just enter your zip code to view the TV lineup for your community.** It's convenient to access. Printer friendly and easy to read.

Paying by check authorizes NewWave Communications to use the information from your check to make a one-time electronic fund transfer from your bank account. Funds may be drawn from your account as soon as the same day your payment is received. Your original check will be destroyed once processed. We appreciate all check and direct debit payments. In the event that either of these payment types is returned to us unpaid, we reserve the right to re-present the transaction for payment. Unpaid transactions are subject to return check service fees



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For a list of channels and any upcoming programming changes, please go to **Terms & Conditions / Programming Notices** at [www.newwavecom.com](http://www.newwavecom.com)

**Closed Captioning** For immediate technical issues with Closed Captioning, please call (toll-free) 866-460-9283, fax 602-364-6013, or email us on our website at [www.sparklight.com/contactus](http://www.sparklight.com/contactus)

**Closed Captioning Written Complaints** should be addressed to Emerson Yearwood, Assistant General Counsel- Regulatory affairs, Cable One, Inc. 210 E Earl Drive, 6th Fl, Phoenix, AZ 85012-2626  
602-364-6000 : Fax 602-364-6013 [Emerson.Yearwood@cableone.biz](mailto:Emerson.Yearwood@cableone.biz)



# NEWWAVE BUSINESS

ADVANCED COMMUNICATION SOLUTIONS

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Starting in July, your bank or credit card payment statement will appear as SprkNewWav

PLEASE TEAR ALONG PERFORATION AND INCLUDE WITH PAYMENT

## NEWWAVE BUSINESS

ADVANCED COMMUNICATION SOLUTIONS

	Hours	Days
SALES BUSINESS CARE	7-5	M-F
Customer Support	8-5	M-F
Tech Support	24 hours/7 days	

[newwavebusiness.com](http://newwavebusiness.com)

(866) 460-9283

### BILLING SUMMARY

(BILLING DETAIL ON REVERSE)

Account # 126434109  
KINGSVILLE FIRESTATION 1  
119 N 10TH ST  
KINGSVILLE TX 78363-4622

Previous Balance	933.98
Payment Received 07/23/19	933.98CR
Monthly Services	933.98
Total Due	\$933.98 ✓
DATE DUE	08/15/19

For services provided from 8/1/2019 to 8/31/2019

If you are a NewWave Internet customer, by paying this invoice you accept and agree with the NewWave broadband acceptable use policy requirements as stated in Section 4 of the Broadband Service Agreement located at <http://newwavecom.com/bsa.pdf>



6175 0000 NO RP 02 06022019 NYYNNNY 01 041114 0152

### Master Account Summary

Acct No.	Location	Amount
126434109	KINGSVILLE FIRESTATION 1	\$133.98
126986181	KINGSVILLE FIRESTATION 1	\$800.00

Total Due for Master Account \$933.98

The identified state and local taxes, franchise fees, and regulatory surcharges on your bill may vary based on increases or decreases implemented by federal, state, and local taxing authorities.

Find your TV Channel Lineup Online At ... [newwavecom.com/channel-lineups/](http://newwavecom.com/channel-lineups/)  
Just enter your zip code to view the TV lineup for your community. It's convenient to access. Printer friendly and easy to read.

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Closed Captioning For immediate technical issues with Closed Captioning, please call (toll-free) 866-460-9283, fax 602-364-6013, or email us on our website at [www.sparklight.com/contactus](http://www.sparklight.com/contactus)

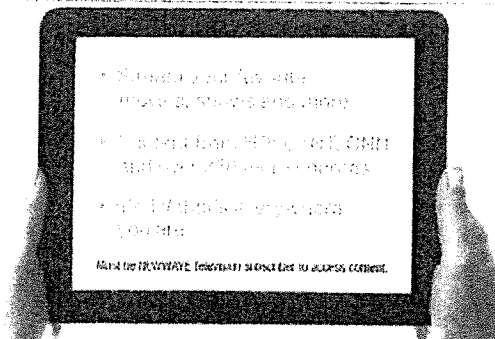
Closed Captioning Written Complaints should be addressed to Emerson Yearwood, Assistant General Counsel- Regulatory affairs, Cable One, Inc. 210 E Earll Drive, 8th Fl, Phoenix, AZ 85012-2626 602-364-6000 ; Fax 602-364-6013 Emerson.Yearwood@cableone.biz

Visit your nearest NewWave store location: 1629 S. Brahma Blvd. Kingsville, TX 78363

ENJOY TV EVERYWHERE  
FROM NEWWAVE!

NEW WATCH NEWWAVE ON YOUR PC  
TABLET AND SMARTPHONE

**NEWWAVE**  
BUSINESS  
ADVANCED COMMUNICATION SOLUTIONS



SG7IF008

8175 0000 NO RP 02 08022019 NYYNNNY 01 041114 0152

**Linked Account Summary**

Billing Account No.: 126434109  
Site Name: KINGSVILLE FIRESTATION 1  
Service Location: 119 10TH ST KINGSVILLE TX 783634622

**Detail of Charges**

**Previous Balance/Payment Received by 08/01/19**

07/01	Previous Balance	933.98
07/23	Payment - Thank You	933.98CR
	<b>Total Remaining Balance</b>	<b>\$0.00</b>

**Monthly Services**

08/01 - 08/31	Standard Cable	0.00
08/01 - 08/31	Economy Cable	0.00
08/01 - 08/31	50x5 HSD	124.99
08/01 - 08/31	Modem Lease	8.99
	<b>Total Monthly Services</b>	<b>\$133.98</b>

Total for Linked Account 133.98

**Linked Account Summary**

Billing Account No.: 126986181  
Site Name: KINGSVILLE FIRESTATION 1  
Service Location: 119 10TH ST KINGSVILLE TX 783634622

**Detail of Charges**

**Monthly Services**

08/01 - 08/31	Direct Internet Access	800.00
	<b>Total Monthly Services</b>	<b>\$800.00</b>

Total for Linked Account 800.00

**NEWWAVE**  
**BUSINESS**

5175 0000 NO RP 02 08022019 NYYYYNNVY 01 041114 0152

Page 4 of 4  
Account # 126434109

126434109

**CITY OF KINGSVILLE**

PO Box 1458  
Kingsville, TX 78364  
PH: (361) 595-8025

**PURCHASE ORDER**

PO Number: 191869

Date: 07/03/2019

Requisition #: REQ15648

Vendor #: 3082

**ISSUED TO:** NewWave Communications  
P O BOX 9001009  
LOUISVILLE, KY 40290-1009

**SHIP TO:** Health Dept.  
Attn: Emilio Garcia  
8604 N Armstrong  
Kingsville, TX 78363

07-27-19

127897338 07.27.19

*Partial  
Payments*

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 MONTHLY INTERNET SERVICE - HEALTH DEPT \$463.00/ MONTH APR - SEPT 2019  (TERM LENGTH: 60 MONTHS, EFF APR 2019)	001-0-34010		0.00	942.00 <i>231.50</i>
2	0 MONTHLY INTERNET SERVICE - HEALTH DEPT	001-5-4400-31400		0.00	942.00 <i>231.50</i>

*Jul 2019*Received by: Sally SaenzDate: 08/06/19

SUBTOTAL:	1,884.00
TOTAL TAX:	0.00
SHIPPING:	0.00
<b>TOTAL</b>	<b>1,884.00</b>

*\$ 463.00 db*

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001513

# NEWWAVE BUSINESS

ADVANCED COMMUNICATION SOLUTIONS

**Solutions to keep your business connected.**

High-Speed Internet  
Business Phone Service  
Crystal-Clear Television  
Fiber-based Services



Starting in July, your bank or credit card payment statement will appear as SprkNewWav.

✦ PLEASE TEAR ALONG PERFORATION AND INCLUDE WITH PAYMENT ✦

**NEWWAVE  
BUSINESS**  
ADVANCED COMMUNICATION SOLUTIONS

	Hours	Days
SALES BUSINESS CARE	7-5	M-F
Customer Support	8-5	M-F
Tech Support	24 hours/7 days	

[newwavebusiness.com](http://newwavebusiness.com)

(666) 460-9283

## BILLING SUMMARY

(BILLING DETAIL ON REVERSE)

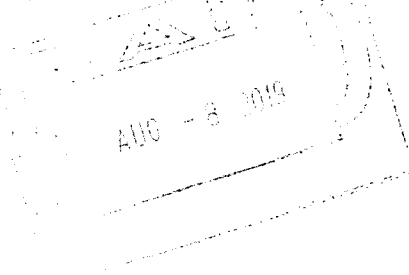
Account # 127897338  
HEALTH DEPARTMENT  
3421 N FM 1355  
KINGSVILLE TX 78363-2704

Previous Balance	942.00
Multiple Payments	942.00CR
Monthly Services	463.00

Total Due	\$463.00
DATE DUE	08/10/19

For services provided from 7/27/2019 to 8/26/2019

If you are a NewWave Internet customer, by paying this invoice you accept and agree with the NewWave broadband acceptable use policy requirements as stated in Section 4 of the Broadband Service Agreement located at <http://newwavecom.com/bsa.pdf>.



6175/000 NO RP 27/07/2019 YYNNNNNG 01 013/15 0050

**Detail of Charges**

**Previous Balance/Payment Received by 07/27/19**

06/27	Previous Balance	942.00
07/02	Payment - Thank You	471.00CR
07/16	Payment - Thank You	471.00CR
	<b>Total Remaining Balance</b>	<b>\$0.00</b>

**Monthly Services**

07/27 - 08/26	Direct Internet Access	463.00
	Mbps: 30	
	Circ ID: DIA/127897338/001	
	<b>Total Monthly Services</b>	<b>\$463.00</b>

Total Due by 08/19/19 \$463.00

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CITY OF KINGSVILLE

393082

VENDOR: 3082 NewWave Communications

07/25/2019

393082

DATE	INVOICE #	DESCRIPTION	AMOUNT
7/16/2019	126541812 07.16.19	Golf course Internet service 07/16 - 08/15/1	188.96

188.96



**CITY OF KINGSVILLE**

PO Box 1458  
Kingsville, TX 78364  
PH: (361) 595-8025

**PURCHASE ORDER**

PO Number: 190394

Date: 11/09/2018

Requisition #: REQ14029

Vendor #: 3082

**ISSUED TO:** NewWave Communications  
1629 BRAHMA BLVD  
Kingsville, TX 78363

**SHIP TO:** L.E. Ramey Golf Course  
Attn: Israel Vasquez  
P.O. Box 1458  
Kingsville, TX 78364

07.16.19

126541812 07.16.19

*Partial Payments*

ITEM	UNITS	DESCRIPTION	GL ACCT #	PKOJ ACCT #	PRICE	AMOUNT
1		0 Golf course cable service	001-5-4502-31400		0.00	<del>2,200.00</del>
		<i>Internet</i>				<i>\$ 188.96</i>
		<i>07/16 - 08/15/19</i>				
						<b>SUBTOTAL:</b> 2,200.00
						<b>TOTAL TAX:</b> 0.00
						<b>SHIPPING:</b> 0.00
						<b>TOTAL</b> <i>2,200.00</i>

Received by: *[Signature]*

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

*\$ 188.96*

1. Original Invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
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10. The City is exempt from all federal excise and state tax - ID# 74-6001513

# NEWWAVE BUSINESS

ADVANCED COMMUNICATION SOLUTIONS

**Solutions to keep your business connected.**

High-Speed Internet  
Business Phone Service  
Crystal-Clear Television  
Fiber-based Services



**866.460.9283**

If you disagree with any portion of your bill, you must contact us no later than 60 days from the bill's "Date Due" date at 1-866-460-9283. For more information about billing questions, see [newwavebusiness.com](http://newwavebusiness.com)

▼ PLEASE TEAR ALONG PERFORATION AND INCLUDE WITH PAYMENT ▼

## NEWWAVE BUSINESS

ADVANCED COMMUNICATION SOLUTIONS

	Hours	Days
SALES BUSINESS CARE	7-5	M-F
Customer Support	8-5	M-F
Tech Support	24 hours/7 days	

[newwavebusiness.com](http://newwavebusiness.com)

(866) 460-9283

### BILLING SUMMARY (BILLING DETAIL ON REVERSE)

Account # 126541812

L.E. RAMEY GOLFCOURSE  
2522 E ESCONDIDO RD  
KINGSVILLE TX 78363-2849

Previous Balance	188.96
Payment Received 07/02/19	188.96CR
Monthly Services	183.99
Taxes & Fees	4.97

Total Due \$188.96 ✓  
DATE DUE 07/30/19 ✓

For services provided from 7/16/2019 to 8/15/2019 ✓

If you are a NewWave Internet customer, by paying this invoice you accept and agree with the NewWave broadband acceptable use policy requirements as stated in Section 4 of the Broadband Service Agreement located at <http://newwavecom.com/bsa.pdf>

JUL 25 2019

6175 0000 NO RP 16 07162019 YYYNNNNY 01 049036 0189

**Detail of Charges**

**Previous Balance/Payment Received by 07/16/19**

06/16	Previous Balance	188.96
07/02	Payment - Thank You	188.96CR
	<b>Total Remaining Balance</b>	<b>\$0.00</b>

**Monthly Services**

07/16 - 08/15	50x5 HSD	145.00
07/16 - 08/15	Unlimited Phone	30.00
07/16 - 08/15	Voice Mail	0.00
07/16 - 08/15	Modem Lease	8.99
	<b>Total Monthly Services</b>	<b>\$183.99</b>

**Taxes & Fees**

07/16 - 08/15	Phone Regulatory & Admin Fee	4.97
	<b>Total Taxes &amp; Fees</b>	<b>\$4.97</b>

Total Due by 07/30/19 **\$188.96**

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## **AGENDA ITEM #15**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Deborah Balli, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: September 9, 2019

SUBJECT: Consider and act upon awarding the 2019 Water Well No. 19 Ground Storage Tank Replacement Project (RFP#19-11).

---

**Summary:**

The purpose of the project is to replace the existing Ground Storage Tank (GST) at Water Well No. 19. The address for the project is 315 N. 6<sup>th</sup> St.; it is located next to the City Xeriscape Garden Pavilion. The GST is in service since 2000. It currently has 34 patch repairs and 41 pin holes on the exterior and needs replacement. The life cycle of the galvanized storage tank is approximately 17 years, so its exceed that. The Engineering Dept. provided the engineering services for this project.

The project was advertised in the local paper and online on August 1st and August 8th. A pre-bid was held on August 20, 2019 and the bid opening was on August 27, 2019. The base bid was to remove and install a new galvanized bolted tank. Alternate No. 1 includes a powder coated finish in lieu of a galvanized finish.

Bids were received from two contractors which included TTE, LLC from Spicewood Tx., and Donald Hubert Construction from Kingsville, Tx. References were verified for each of the contractors.

Four options are being presented. The Base Bid ranged from \$183,500.00 to \$230,88.00. Base Bid plus Alternate No. 1 Bid ranged from \$189,500.00 to \$235,885.00.

**Background:**

The ground storage tank has been scheduled for replacement since 2016.



**City of Kingsville  
Engineering Dept.**

**Financial Impact:**

The City would fund the project from Account 054-5-6002-72100 which has \$189,500.00 allocated for ground storage tank replacement.

**Recommendation:**

Staff recommends awarding the project to TTE, LLC for the Base Bid and Alternate No.1 in the amount of \$189,500.00 and authorizing the City Manager to execute a contract for the same.

**Attachments:**

Bid Tabulation



City of Kingsville

Project Name: 2019 Water Well # 19 GST Replacement

Date: August 27, 2019 @ 2:00pm

			TTE LLC PO Box 631 Spicewood, TX. 78669		DONNIE HUBERT CONST. P.O. BOX 84 Kingsville, Texas 78364	
ITEM	QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL PRICE
BASE BID - 2019 WASTEWATER CLARIFIER REHABILITATION						
B-1	1	LS	Remove and Dispose Exist. GST		\$12,500.00	\$12,500.00
B-2	1	LS	Install New 212000 Gallon GST		\$171,000.00	\$171,000.00
TOTAL BASE BID					\$183,500.00	\$183,500.00
Alt.-1	1	LS	Powder Coated Finish Steel Tank		\$6,000.00	\$6,000.00
TOTAL ALTERNATE BID					\$6,000.00	\$6,000.00
TOTAL BASE +ALTERNATE BID					\$189,500.00	\$189,500.00
						\$235,885.00

\* DENOTES ERROR IN BID

# **AGENDA ITEM #16**



**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2018-2019 BUDGET TO CLEAR UP DEFICIT ACCOUNTS (RECEIVE AND EXPEND GRANT FUNDS FOR LAW ENFORCEMENT OFF STAND FUND 009).**

**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 2018-2019 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 009 Law Enf Off Stand-Police					
Revenues					
2100	Police Admin	State Grant	72010	\$3,311.99	
Expenditures					
2100	Police Admin	Training & Travel	31600	\$1,500.00	
2100	Police Admin	Subscriptions	33100	\$1,811.99	

[To amend the City of Kingsville FY 18-19 Budget to clear up deficit accounts (receive and expend grant funds for Law Enforcement Off Stand Fund 009. Expenditures will be covered with Grant revenues received]

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 9<sup>th</sup> day of September 2019.

**PASSED AND APPROVED** on this the 23rd day of September, 2019.

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

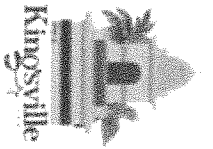
\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



City of Kingsville, TX

**Grant Funds**  
**Account Summary**  
For Fiscal: 10/2018-09/2019 Period Ending: 09/30/2019

	2017	2018	2019	2019	2019	2019	2020	2020
	Total Activity	Total Activity	Original Budget	Total Budget (Amended)	YTD Activity	Expected Annual	City Manager Proposed	City Commission Adopted
<b>Fund: 009 - LAW ENF OFF STAND-POLICE</b>								
<b>Department : 210 - Police</b>								
<b>AcctType: 4 - Revenue</b>								
<b>Division: 2100 - Police</b>								
<u>009-4-2100-72010</u>								
State Grants	3,280.00	910.00	0.00	0.00	3,311.93	3,364.52		
Division: 2100 - Police Total:	3,280.00	910.00	0.00	0.00	3,311.93	3,364.52	0.00	0.00
AcctType: 4 - Revenue Total:	3,280.00	910.00	0.00	0.00	3,311.93	3,364.52	0.00	0.00
<b>AcctType: 5 - Expense</b>								
<b>Division: 2100 - Police</b>								
<b>Category: 30 - Services</b>								
<u>009-5-2100-31600</u>								
Training & Travel	2,405.00	0.00	0.00	0.00	790.00			
Subscriptions	875.00	910.00	0.00	0.00	980.00			
Category: 30 - Services Total:	3,280.00	910.00	0.00	0.00	1,770.00	0.00	0.00	0.00
Division: 2100 - Police Total:	3,280.00	910.00	0.00	0.00	1,770.00	0.00	0.00	0.00
AcctType: 5 - Expense Total:	3,280.00	910.00	0.00	0.00	1,770.00	0.00	0.00	0.00
Department : 210 - Police Surplus (Deficit):	0.00	0.00	0.00	0.00	1,541.93	3,364.52	0.00	0.00
Fund: 009 - LAW ENF OFF STAND-POLICE Surplus (Deficit):	0.00	0.00	0.00	0.00	1,541.93	3,364.52	0.00	0.00

## **AGENDA ITEM #17**

**City of Kingsville  
Parks & Recreation Department**

**TO:** Mayor and City Commissioners

**CC:** Deborah Balli, Interim City Manager

**FROM:** Susan Ivy, Parks Director

**DATE:** August 29, 2019

**SUBJECT:** Agenda Request – Request for Approval for revised ordinance for change in Golf Course Fees

---

**Summary:** We are requesting approval of the attached revised ordinance adjusting the Golf Course fees for Annual Cart Fee and Green fee from \$2500.00 per year to \$1920.00 per year and reducing the annual Locker Fee to \$100.00 from \$180.00 and eliminating the 6 month and 3-month rental rates.

**Background:** During the presentation of the proposed budget for Fiscal Year 2019/2020 these changes were discussed with the exception of the 3- and 6-month rental rates. As these rates are out of line with the rate schedule and are never used per Golf Course Manager, we would like to eliminate them at this time.

**Financial Impact:** While these rates are lower than recently set, they are same or higher than what has been paid previously. Keeping them close to same until we can accomplish more improvement to the Golf Course is recommended.

**Recommendation:** Approval the recommended changes to the Golf Course fees and associated Revisions to Ordinance setting those fees.



**ORDINANCE NO. 2019-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENEDING CHAPTER IX-GENERAL REGULATIONS, ARTICLE 8-PARKS AND RECREATION, PROVIDING FOR REVISED FEES FOR THE L.E. RAMEY GOLF COURSE ANNUAL CART FEE & GREEN FEE AND THE MONTHLY LOCKER FEE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, in 2014 the City and County approved interlocal agreements to transfer operations and maintenance of all of the parks within the city limits and the L.E. Ramey Golf Course from the County to the City;

**WHEREAS**, the approval of these interlocal agreements necessitated the City to enact regulations and fees for the properties covered under the interlocal agreements; and

**WHEREAS**, in the first half of 2018, the City made several hundred thousand dollars of improvements at the L.E. Ramey Golf Course and determined that it needed to increase user fees to help offset the cost of the improvements and those revisions were approved on June 25, 2018, via Ordinance #2018-35; and

**WHEREAS**, it was recently discovered that some of the fees for membership were not set at the level to provide the proper discount for paying annually or semi-annually and other minor changes are needed, staff prepared suggested revisions that were adopted via Ordinance #2019-34 on August 12, 2019; however, two of those fees are now recommended for additional revision as noted herein; and

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

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

I.

**THAT** Chapter IX- General Regulations, Article 8-Parks and Recreation, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**ARTICLE 8 PARKS AND RECREATION**

...

**GOLF COURSE**

...

#### **§ 9-8-41 GOLF COURSE FEES.**

The following schedule of fees shall be paid by the patrons of the municipal golf course. The Golf Course Manager may negotiate rates for golf course special events and promotions.

...

(I) Annual cart fee and green fee:

Annual cart fee is per player and entitles player to unlimited carts for 365 days from date of purchase (non-refundable) and unlimited green fees for 365 days from date of purchase (non-refundable).

Annual individual cart fee and green fee: ~~\$2,500.00~~ \$1,920

(J) Monthly Locker Fee:

Monthly locker fee is per player and entitles player to use of a locker for 30 days from date of purchase (non-refundable).

Monthly individual locker fee: \$30.00 for one month

~~\$75.00 for three months~~

~~\$120.00 for six months~~

...

~~\$180.00~~ \$100.00 for twelve months

...

#### **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 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, work or ordinance hereof be given full force and effect for its purpose.

IV.

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

**INTRODUCED** on this 9th day of September, 2019.

**PASSES AND APPROVED** on this the 23rd day of September, 2019.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## **AGENDA ITEM #18**

ORDINANCE NO. 2019-\_\_\_\_\_

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER V, ARTICLE 3, WATER, PROVIDING FOR AN INCREASE IN WATER RATES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS:** 1% Increase

I.

**THAT** Section 5-3-51 of Article 3: Water of Chapter V, Public Works, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**§ 5-3-51 MINIMUM MONTHLY CHARGE; RATE SCHEDULE.**

(A) The following monthly rates shall be charged inside-city customers for the use of city water, provided that minimum monthly charges shall be made and bills rendered accordingly, under the standard water rates schedule as follows:

<i>Minimum Monthly Bill Water Service</i>					
<i>Meter Allowance Size</i>	<i>Single-Family Residential</i>	<i>Multi-Family Residential*</i>	<i>Commercial**</i>	<i>Irrigation</i>	<i>Gallons</i>
5/8 - 3/4 inch	<del>12.67</del> 12.54	\$0.00	\$0.00	\$0.00	0
5/8 - 3/4 inch	—	23.98 <del>23.74</del>	24.94 <del>24.69</del>	28.60 <del>28.31</del>	3,000
1 inch	25.93 <del>25.67</del>	29.17 <del>28.88</del>	31.53 <del>31.21</del>	38.92 <del>38.53</del>	5,000
1¼ inch	31.55 <del>31.23</del>	34.88 <del>34.53</del>	38.11 <del>37.73</del>	45.61 <del>45.15</del>	7,000
1½ inch	38.68 <del>38.29</del>	43.04 <del>42.61</del>	47.99 <del>47.51</del>	58.35 <del>57.77</del>	10,000
2 inch	56.39 <del>55.83</del>	59.36 <del>58.77</del>	67.72 <del>67.05</del>	83.87 <del>83.04</del>	16,000
3 inch	56.39 <del>55.83</del>	111.07 <del>109.97</del>	119.76 <del>118.57</del>	164.68 <del>163.05</del>	35,000
4 inch	56.39 <del>55.83</del>	179.11 <del>177.33</del>	184.67 <del>182.84</del>	271.00 <del>268.31</del>	60,000

**Minimum Monthly Bill Water Service**

<b>Meter Allowance Size</b>	<b>Single-Family Residential</b>	<b>Multi-Family Residential*</b>	<b>Commercial**</b>	<b>Irrigation</b>	<b>Gallons</b>
6 inch	<del>56.39</del> <b>55.83</b>	<del>356.00</del> <b>352.47</b>	<del>352.78</del> <b>349.28</b>	<del>547.42</del> <b>542.00</b>	125,000
8 inch	<del>56.39</del> <b>55.83</b>	<del>356.00</del> <b>352.47</b>	<del>672.65</del> <b>665.99</b>	<del>547.42</del> <b>542.00</b>	200,000

\* Includes apartments of 3-4 units.

\*\* Includes hotels, motels, and apartments over 4 units.

(B) The following monthly rates shall be charged outside-city customers for the use of city water, provided that minimum monthly charges shall be made and bills rendered accordingly, under the standard water rates schedule as follows:

**Minimum Monthly Bill Water Service**

<b>Meter Allowance Size</b>	<b>Single-Family Residential</b>	<b>Multi-Family Residential*</b>	<b>Commercial**</b>	<b>Irrigation</b>	<b>Gallons</b>
5/8 - ¾ inch	<del>14.55</del> <b>14.40</b>	\$0.00	\$0.00	\$0.00	0
5/8 - ¾ inch	—	<del>27.59</del> <b>27.31</b>	<del>28.68</del> <b>28.39</b>	<del>32.87</del> <b>32.54</b>	3,000
1 inch	<del>29.84</del> <b>29.54</b>	<del>33.56</del> <b>33.22</b>	<del>36.24</del> <b>35.88</b>	<del>41.19</del> <b>40.78</b>	5,000
1¼ inch	<del>32.26</del> <b>35.90</b>	<del>40.11</del> <b>39.71</b>	<del>43.82</del> <b>43.38</b>	<del>51.89</del> <b>51.37</b>	7,000
1½ inch	<del>44.45</del> <b>44.01</b>	<del>49.49</del> <b>49.00</b>	<del>55.16</del> <b>54.61</b>	<del>67.10</del> <b>66.43</b>	10,000
2 inch	<del>64.87</del> <b>64.22</b>	<del>68.27</del> <b>67.59</b>	<del>77.88</del> <b>77.10</b>	<del>96.43</del> <b>95.47</b>	16,000
3 inch	<del>64.87</del> <b>64.22</b>	<del>127.73</del> <b>126.46</b>	<del>137.72</del> <b>136.35</b>	<del>189.37</del> <b>187.49</b>	35,000
4 inch	<del>64.87</del> <b>64.22</b>	<del>205.95</del> <b>203.91</b>	<del>212.38</del> <b>210.27</b>	<del>311.63</del> <b>308.54</b>	60,000
6 inch	<del>64.87</del> <b>64.22</b>	<del>409.38</del> <b>405.32</b>	<del>405.68</del> <b>401.66</b>	<del>629.52</del> <b>623.28</b>	125,000
8 inch	<del>64.87</del> <b>64.22</b>	<del>409.38</del> <b>405.32</b>	<del>773.53</del> <b>765.87</b>	<del>629.52</del> <b>623.28</b>	200,000

\* Includes apartments of 3-4 units.

<b>Minimum Monthly Bill Water Service</b>					
<b>Meter Allowance Size</b>	<b>Single-Family Residential</b>	<b>Multi-Family Residential*</b>	<b>Commercial**</b>	<b>Irrigation</b>	<b>Gallons</b>
** Includes hotels, motels, and apartments over 4 units.					

(C) For all water furnished in excess of the minimum allowance, the charge per 1,000 gallons of water delivered per month shall be shown as follows:

	In-side City	Outside City
Single-family residential:		
0 - 5,000 gallons	<b>\$2.65 2.62</b>	<b>\$3.05 3.02</b>
5,001 - 10,000 gallons	<b>2.79 2.76</b>	<b>3.22 3.18</b>
10,001 - 15,000 gallons	<b>2.91 2.88</b>	<b>3.38 3.34</b>
15,001 - 20,000 gallons	<b>3.04 3.01</b>	<b>3.52 3.48</b>
20,001 - 30,000 gallons	<b>3.18 3.14</b>	<b>3.65 3.61</b>
30,000 + gallons	<b>4.10 4.06</b>	<b>4.73 4.68</b>
Multi-family:	<b>2.81 2.78</b>	<b>3.25 3.21</b>
Commercial:	<b>3.38 3.34</b>	<b>3.87 3.83</b>
Irrigation	<b>4.24 4.19</b>	<b>4.87 4.82</b>

(D) These rates shall be applied to all water that passes through the meter regardless of whether the water is used or not.

(E) Industrial rates by special contract with the city.

(F) Naval Air Station Kingsville water rate, as determined by the most current water rate study, is set at **\$1.77 4.75**/1,000 gallons.

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 9<sup>th</sup> day of September, 2019.

**PASSED AND APPROVED** on this the 23<sup>rd</sup> day of September, 2019.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #19**

ORDINANCE NO. 2019-\_\_\_\_\_

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER V, ARTICLE 2, SEWERS, PROVIDING FOR AN INCREASE IN SEWER RATES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS: 8% increase

I.

THAT Section 5-2-2 of Article 2: Sewers of Chapter V, Public Works, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**§ 5-2-2 USER CLASSIFICATIONS; SCHEDULE OF CHARGES.**

(A) *Single-family residential*. Minimum monthly charge of **\$13.84** ~~12.84~~ with an allowance of 2,000 gallons. For consumption in excess of 2,000 gallons a charge of **\$3.96** ~~3.66~~ per 1,000 gallons will be levied to a maximum of 15,000 gallons after which no further charge shall be levied.

(B) *Duplex*. Minimum monthly charge of **\$16.98** ~~15.72~~ with an allowance of 2,000 gallons. For consumption in excess of 2,000 gallons a charge of **\$3.96** ~~3.66~~ per 1,000 gallons will be levied.

(C) *Multi-family residential (includes apartments of 3-4 units)*. Minimum monthly charge of **\$25.95** ~~24.02~~ with an allowance for 3,000 gallons. For consumption in excess of 3,000 gallons, a charge of **\$3.96** ~~3.66~~ per 1,000 gallons shall be levied.

(D) *Commercial (includes hotels, motels, apartments over 4 units, and all others not meeting any other categories)*. Minimum monthly charge **\$31.92** ~~29.55~~ with an allowance of 3,000 gallons. For consumption in excess of 3,000 gallons a charge of **\$3.96** ~~3.86~~ per 1,000 gallons will be levied.

(E) *Irrigation*. No customer using city water services solely for irrigation purposes shall be assessed a sewer charge.

(F) *Industrial plants*. By special contract with the city.

(G) *Billing charge*. All sewer customers who are not billed for water services shall be assessed a monthly billing charge of **\$2.30** ~~2.13~~ in addition to their sewer charges.

(H) (1) *Outside city limits.* All parts of this section shall apply to customers located outside the city limits and who receive city sewer service except the rates to such customers shall be as follows:

(2) *Single-family residential.* Minimum monthly charge of **\$15.92** ~~44.74~~ with an allowance of 2,000 gallons. For consumption in excess of 2,000 gallons a charge of **\$4.55** ~~4.21~~ per 1,000 gallons of water consumed to a maximum of 15,000 gallons after which no further charge shall be levied.

(3) *Duplex.* Minimum monthly charge of **\$19.53** ~~18.08~~ with an allowance of 2,000 gallons. For consumption in excess of 2,000 gallons a charge of **\$4.55** ~~4.21~~ per 1,000 gallons of water consumed.

(4) *Multi-family residential (includes apartments of 3-4 units).* Minimum monthly charge of **\$29.84** ~~27.63~~ with an allowance of 3,000 gallons. For consumption in excess of 3,000 gallons a charge of **\$4.55** ~~4.21~~ per 1,000 gallons of water consumed.

(5) *Commercial (includes hotels, motels, apartments over 4 units, and all others not meeting any of the above categories).* Minimum monthly charge of **\$36.70** ~~33.98~~ with an allowance of 3,000 gallons. For consumption in excess of 3,000 gallons a charge of **\$4.80** ~~4.44~~ per 1, 000 gallons of water consumed.

## II.

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

## III.

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

## IV.

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

**INTRODUCED** on this the 9<sup>th</sup> day of September, 2019.

**PASSED AND APPROVED** on this the 23<sup>rd</sup> day of September, 2019.



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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #20**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Deborah Balli, Interim- City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: Monday, September 9<sup>th</sup>, 2019

SUBJECT: Discussion, consideration and authorization of barricade removal within alley between N 10<sup>th</sup> St & N 12<sup>th</sup> St.

---

**Summary:**

A resident submitted a request to the City for removal of a barricade in an alley between 12<sup>th</sup>, 10<sup>th</sup>, E Ave A and E Nettie Ave. The Engineering Department sent letters to residents along E Ave A between 10<sup>th</sup> & 12<sup>th</sup> St regarding the removal of the barricade that is located in the alley (Unopened road Vela Ave) South of E Ave A. From the 16 letters that were sent out to residents, 3 approved the removal, 4 opposed and 9 did not reply. The residents against were upset about the removal stating the barricade had been in place for the safety of their children that play in the area and if the barricade is removed, the area will be prone to high traffic and fast drivers making it a hazard for their children.

**Background:**

This barricade has been in place for over 20 years without a complaint from any residents in the area, however, some property owners are not able to access their property through the alley. The Engineering Department researched the archives for City Commission meetings from 1980- 1995 but was not able find any information regarding the installation of the barricade.

**Financial Impact:**

No financial impact.

**Recommendation:**

**Attachments:**

Letters to residents for barricade removal  
Barricade removal map  
Photo of barricade  
Letter from resident requesting barricade removal



**City of Kingsville  
Engineering Dept.**

Plat of Sims Addition  
Status of approval vs denials responses from residents



Leotis Carter *-R*  
601 E Ave A  
Kingsville, TX 78363

Benilde Perales ✓  
709 E Ave A  
Kingsville, TX 78363

Johnny Martinez Jr  
605 E Ave A  
Kingsville, TX 78363

Guadalupe Hernandez ✓  
713 E Ave A  
Kingsville, TX 78363

Enrique Falcon *X*  
609 E Ave A  
Kingsville, TX 78363

Martin Marquez ✓  
715 E Ave A  
Kingsville, TX 78363

Luis Marquez *X*  
615 E Ave A  
Kingsville, TX 78363

Thomas Grijalva *-R*  
717 E Ave A  
Kingsville, TX 78363

Benito Garza *-R*  
619 E Ave A  
Kingsville, TX 78363

Elena Villarreal *-R*  
723 E Ave A  
Kingsville, TX 78363

Samuel Falcon *-R*  
623 E Ave A  
Kingsville, TX 78363

Connie Lopez  
729 E Ave A  
Kingsville, TX 78363

David Gaytan *X*  
625 E Ave A  
Kingsville, TX 78363

Marshall Bass *X*  
631 E Ave A  
Kingsville, TX 78363

Sylvia DeLaPaz Moya *-R*  
701 E Ave A  
Kingsville, TX 78363

Sandra Mendieta DeLeon  
705 E Ave A  
Kingsville, TX 78363

✓ - Approved barricade removal

X - denies barricade removal

R - returned letter

To whom it may concern:

This letter is in reference to the barricade located in the alley of the 700 block of east Ave a. I have a concern and want for it to be removed. There are several reasons that this barricade can be a liability for the city because it prevents evacuation from this area and also prevents rescue that may be needed. It should also be a fire line which at the present time isn't serving its purpose. There is full entry access on both sides of this alley but this barricade is in the middle of the alley and allows no through exit on both sides of the alley. There are three residents with driveways located in the back. We have to use the entrance also as an exit which is a safety issue. There was an accident a few months ago where my neighbor needed an ambulance that was followed by a fire truck. They went through the alley and the ambulance and fire truck had to back up because there was no exit to the alley because of the barricade.

*J. Hernandez*  
6/18/19

# CITY OF KINGSVILLE



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

July 8, 2019

address

RE: Barricade Removal in an alley North of Tranquitas Creek

Dear Property Owner:

The Engineering Department has received a request to remove an existing barricade in the alley at or near the rear of your property. The barricade prohibits access in the alley between 10<sup>th</sup> and 12<sup>th</sup> Streets. In assessing the request for removal of the barrier, the City is seeking input from the citizens in the area affected by the request. Your input is important to the process, but it is not the sole determining factor in the process.

The City would like to know if you agree or disagree with removing the barricade. If the barricade is removed the alley will remain as an unimproved surface. Enclosed is a photo of the barricade and aerial picture of its location. Please submit your comments to my office at 361-595-8007.

If you have any questions let me know.

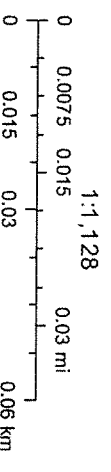
Sincerely,

Rutilio P. Mora Jr., P.E.  
City Engineer

Cc: Aerial Map of Barricade  
Photo of Barricade



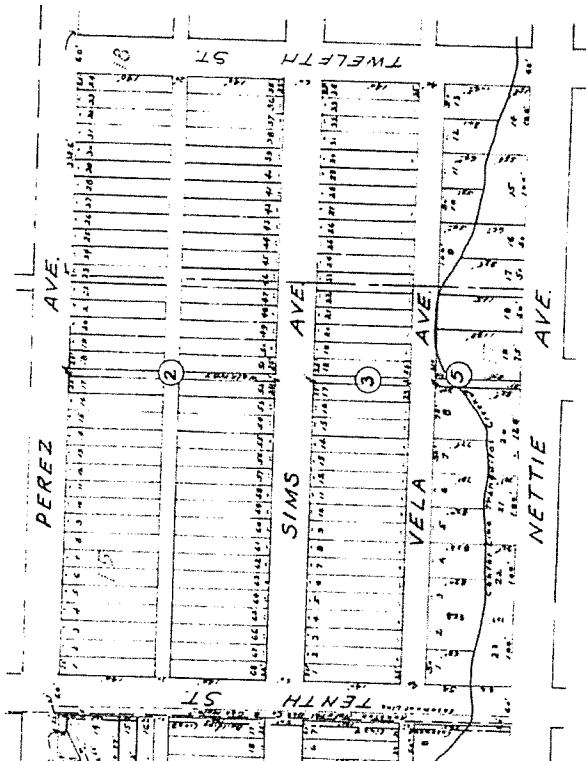
June 24, 2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Being the South 1/4 of Farm Lot 15 and the West 3/4 of the West part of Farm Lot 18, Section 6, Township 19 North, Range 10 East, Hocking County, Ohio, owned by William C. & Edith M. Hocking, Hocking County, Ohio, January 1944.  
Hess & Peterson, Engineers.  
Hingsville, Ohio.  
Scale 1 in = 100 ft.



I, Sims Jr., undersigned owner, do hereby certify that I have had the land shown on the plat of Farm Lot No. 15, South of Paraz Aray, Columbia County, Kingsville, Texas, and that part of Farm Lot No. 17 lying north & west of Twelfth St., Kingsville, Texas, all Section 6, West of Twelfth St., Kingsville, Texas, all Section 6, McLeberg & Company's Subdivision, McLeberg County, Texas, as per map recorded in N. L. McLeberg County map records, surveyed and plotted in Lots and Acres, and do hereby dedicate All Streets, Alleys, Avenues and Walkways there reserved however an easement on the West side of Lot 8 and 4 for a 6 inch gas main, owned by The Houston Natural Gas Company, or Buildings of any Nature whatsoever may be constructed closer than fifty ft. of said Blvd., and no curbs, sidewalks or any other public utility may be constructed in or across said easement without first consent of the above mentioned Gas Company, or their assigns.

Signed this 13th day of March A.D. 1944.

204 imp.

fore me the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing acknowledgment, to me that he executed the same for the liberation therein expressed.

Under my hand and seal of office on this 13 day of March AD 1944.

J. H. Kidd Jr., Mayor Public, Klaborg County Texas.  
My Commission expires June 1, 1945.

27404

Filed For Record  
at 4:30 O'clock P.M.  
May 8, 1944  
Clara Lawrence  
Clara Lawrence Court  
Hieberg Family Texas

L. Chas. S. Patterson, owner, of the firm of PEURIFOY & Engineers of Kingsville, Texas, hereby certify that the above plat and correct plat of a Subdivision made by me for Mr. B.D. Sims. The Month of January A.D. 1944.

(Professional Engineer Seal)

PEURIFOY & PATTERSON  
B, Chas. S. Patterson.

This map is approved by order of the Civilian Commission, 100  
10th day of April A.D. 1944. *PP*

(Commissioners' Court Seal)

The State of Texas :  
County of Kleberg :

I, B.A. Brown, Clerk of the County Court, in and for said County and  
aforesaid, do hereby certify that the foregoing map with its Certificate  
of authentication was filed for record in my office on the 8th day of  
May, A.D. 1944, at 4:30 o'clock P.M., and duly recorded in Vol.  
2, page 66 of the map records of Kibing County.

Given under my hand and seal of office. This 27th day of May A.D. 1944.

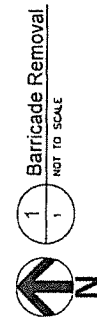
(County Court Seal)

B. B. Brown  
Clerk, County Court, Kleberg County

CITY OF KINGSVILLE 2019  
BARRICADE REMOVAL

Drawn by: J. RAMIREZ  
Date: 7/09/2019  
Checked by: R. MORA  
Job:  
Scale: AS NOTED

CITY OF KINGSVILLE  
ENGINEERING DEPARTMENT  
400 West King  
Kingsville, Texas 78363  
Office 361.595.8007  
Fax 361.595.8035





# **AGENDA ITEM #21**

**City of Kingsville  
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Deborah Balli, Interim- City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: Monday, September 9<sup>th</sup>, 2019

SUBJECT: Ordinance authorizing removal of school zone and school zone lights for St. Gertrude the Great Catholic Church

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**Summary:**

Authorizing the removal of school zone and school zone lights for St. Gertrude the Great Catholic Church.

**Background:**

St. Gertrude school zone was established by ordinance in 1982. It recently closed earlier this year and the school zone will not be utilized. The City received a letter from the Church granting permission to remove the crosswalks and the school zone lights, however, the crosswalks will remain for residents that choose to walk to Church.

**Financial Impact:**

No financial impact.

**Recommendation:**

Staff recommends authorizing the item as presented.

**Attachment:**

Letter from St. Gertrude the Great Catholic Church.





## St. Gertrude the Great Catholic Church

1120 S. 8<sup>th</sup> Street  
Kingsville, TX 78363  
Phone: (361) 592-7351  
Fax: (361) 592-0100

August 20, 2019

Mr. Rudy Mora  
City Engineer

Dear Mr. Mora,  
St. Gertrude School has officially closed and we are granting permission to remove the crosswalks and the school zone lights on Caesar Ave.

Sincerely,

Very Rev. Joseph Lopez  
Pastor

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 5, TRAFFIC SCHEDULE II; PROVIDING FOR THE REMOVAL OF A SCHOOL ZONE ON EAST CAESAR AVE. FOR ST. GERTRUDE SCHOOL AND THE REMOVAL OF SCHOOL ZONE SIGNS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the City of Kingsville received a request from the priest for St. Gertrude the Great Catholic Church to remove the school zone and the school zone signs due to the closing of the St. Gertrude School on East Caesar;

**WHEREAS**, the City of Kingsville proposes to remove a school zone and signage for St. Gertrude School that has closed;

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

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

I.

**THAT** Schedule II: Speed Limits in School Zones of Article 5: Traffic Schedules of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**Sec. 7-5-2. - Schedule II, Speed Limits in School Zones.**

**SCHEDULE II: SPEED LIMITS IN SCHOOL ZONES.**

The school zones defined herein, when properly marked, shall have speed limits as follows:

<i>School</i>	<i>Location</i>	<i>Speed Limit</i>	<i>Ord. No.</i>	<i>Date Passed</i>
...				
Santa Gertrudis Independent School District Academy High School	Beginning at a point 10 feet east of University Boulevard on W. Richard and proceeding in an easterly direction along W. Richard a distance of 485 feet from the point of origin	15 mph	2009-24	8-31-09
<del>St. Gertrude's School</del>	<del>Beginning at a point 150 feet north of East Caesar Ave. on Ninth St. and proceeding in a southerly direction along Ninth St. to East Caesar Ave.</del>	<del>15 mph</del>	<del>82044</del>	<del>10-18-82</del>
<del>St. Gertrude's School</del>	<del>Beginning at a point 200 feet west of Ninth St. on East Caesar Ave. and proceeding in an easterly direction along East Caesar Ave. a distance of 500 feet from the point of origin</del>	<del>15 mph</del>	<del>82044</del>	<del>10-18-82</del>

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 9 th day of September, 2019.

**PASSED AND APPROVED** on this the 23 rd day of September, 2019.

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



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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney

# **AGENDA ITEM #22**

# **AGENDA ITEM #23**

**RESOLUTION #2019-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND ALPHA LAKE, LTD.; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville, Texas ("City") desires to implement economic development programs authorized by Texas law and approved by the Kingsville City Commission, including those authorized by Chapter 380 of the Texas Local Government Code, to promote State and local economic development and to stimulate business and commercial activity in the City of Kingsville, Texas; and

**WHEREAS**, the City finds that the sales tax rebates and other financial incentives to assist the developer with recouping some of the development costs for Alpha Lake, Ltd. ("Company") as stated in the attached Economic Incentive Agreement for the construction, development and opening of a Marshalls retail store within the city limits of Kingsville, Texas would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose; and

**WHEREAS**, the City intends to provide the financial incentives as stated in the agreement in exchange for Company developing and constructing to be open for business prior to May 1, 2020 a commercial property for Marshalls within the city limits of Kingsville, Texas; and

**WHEREAS**, if Company does not meet the requirements set out in the agreement, then Company shall pay back to City all of the economic benefits received, if any, no later than 90 days following receiving such notice from the City; 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 Economic Incentive Agreement between the City of Kingsville, Texas and Alpha Lake, Ltd. 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 26<sup>th</sup> day of August, 2019.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**ECONOMIC INCENTIVE AGREEMENT  
BETWEEN THE  
CITY OF KINGSVILLE, TEXAS  
AND  
ALPHA LAKE, LTD.**

This Economic Incentive Agreement ("Agreement") is made and entered into by and between ALPHA LAKE, LTD. (the "Company"), a Texas limited partnership, and the City of Kingsville, Texas (the "City"), a home-rule, municipal corporation in the State of Texas, for the purposes and considerations stated below.

**WITNESSETH:**

WHEREAS, the City desires to implement economic development programs authorized by Texas law and approved by the City Commission, including those authorized by Chapter 380 of the Texas Local Government Code, to promote State and local economic development and to stimulate business and commercial activity in the City of Kingsville, Texas; and

WHEREAS, the City finds that the refund of certain moneys to the Company in a maximum amount as stated in Section 3-Economic Incentives of this Agreement and as shown by way of illustration only in Exhibit A attached hereto and made a part hereof based on improvements to real property within the City limits of Kingsville, Texas would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose.

WHEREAS, the City intends to provide economic incentives as stated in Section 3 of this agreement in exchange for Company constructing and opening for business a new commercial enterprise, Marshalls, with a real estate improvement investment of approximately \$600,000.00 within the City limits of Kingsville, Texas prior to May 1, 2020.

WHEREAS, if Company does not meet the afore-mentioned requirements, then Company shall pay back to City all of the economic incentives received no later than ninety (90) days after default is declared by City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

**SECTION 1 Authorization:** This Agreement is authorized by §380.001 of the Texas Local Government Code. The recitals set forth above are hereby found to be true and correct for all purposes.

**SECTION 2 Term:** This Agreement shall be effective as of the date of execution by both parties. This Agreement shall remain in full force and effect until the City and Company have completed their respective obligations hereunder or has been earlier terminated by the parties in writing.

**SECTION 3 Economic Incentives:** City shall provide economic incentives as stated below that are conditioned on the new commercial business, Marshalls, with a real estate improvement investment of \$600,000.00, that Company is to construct and open Marshalls for business in Kingsville, Texas prior to May 1, 2020.

The City of Kingsville and Company agree and acknowledge that this Agreement shall provide for economic incentives, under the conditions set forth herein. For the duration of this agreement, the City will provide economic incentives [through a combination of sales tax rebates and reimbursements of money equal to the M&O portion of the ad valorem city tax paid on real property covered by this agreement.

The reimbursement monetary incentive (based on a portion of ad valorem City taxes paid) will be disbursed once each year on or before March 1st with payments to be equal to an amount of 6.15% of the M&O portion of city ad valorem taxes that are assessed for calendar years 2020, 2021, 2022, 2023, and 2024, and paid, on Kleberg CAD Property ID #19002 for the new commercial development known as Marshalls that is to be constructed within the development area owned by Alpha Lake Ltd..

If the City is able to receive the sales tax information needed to calculate this part of the incentive from the Texas Comptroller's Office, then the sales tax refund monetary incentives will be disbursed once each year on or before March 1st with payments to be equal to the amount of 50% of the city sales tax generated during the preceding calendar year by taxable sales from the new commercial development known as Marshalls constructed within the development area for sales taxes assessed and collected in calendar years 2020, 2021, & 2022.

**SECTION 4 Company Obligations:** Company to construct and open for business prior to May 1, 2020 a new commercial business occupying approximately 20,454 square feet of building floor area within the City limits of Kingsville, Texas and having an anticipated real estate improvement cost of approximately SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) (the "Development"). Failure of Company to construct and open such new commercial business within the City of Kingsville, Texas by May 1, 2020 will result in Company paying all previously received economic incentives back to the City and the termination of this Agreement.

**SECTION 5 Default:** If either party should default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail, within fifteen (15) days after delivery of written notice of such default from the other party (the "Complaining Party") to cure such default, the Complaining Party, by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default.

**SECTION 6 Mutual Assistance:** The City and the Company shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions. The Company hereby consents to and agrees to cooperate in any request by the City to obtain information necessary to carry out this Agreement.

**SECTION 7 Representations and Warranties:** The City represents and warrants to the Company that the economic incentives and this Agreement are within the scope of its authority and the provisions of the City's Charter and that it is duly authorized and empowered to establish the Economic Development Program and enter into this Agreement. The Company represents and warrants to the City that it has the requisite authority to enter into this Agreement.

**SECTION 8 Hold Harmless and Indemnification:** Company agrees to protect, defend, hold harmless and indemnify the City, any member of its government body, its officers, employees and agents, from and against any and all claims, actions, liabilities and damages brought by

third parties actually suffered by a person or persons and actually arising out of this Agreement.

SECTION 9 Section or Other Headings: Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 10 Attorneys' Fees: In the event any legal action or proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action.

SECTION 11 Entire Agreement: This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

SECTION 12 Amendment: This Agreement may only be amended or altered by written instrument signed by the Company and the City.

SECTION 13 Successors and Assigns: This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. The Company may assign all or part of its rights and obligations hereunder only upon prior written approval of the City, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing provisions of this section, in the event the Company desires to transfer or assign its rights or obligations hereunder to any entity which is an affiliate of Company, it shall have the right to do so without the consent or approval by the City, so long as the Company shall remain responsible and obligated to the City for the performance of its obligations under this Agreement.

SECTION 14 Notice: Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, or upon receipt by nationally recognized overnight courier, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing.

COMPANY: Alpha Lake, Ltd.  
Attn: John C. Culpepper III  
1700 George Bush Drive East, Suite 240  
College Station, TX 77840  
Phone: (979) 696-1444  
Fax: (979) 696-3651  
Email: jack@culpepperrealty.com

With copies to: Lawrence J. Haskins  
1700 George Bush Drive East, Suite 240  
College Station, TX 77840  
Phone: (979) 696-1444  
Fax: (979) 696-3651  
Email: bcstxlaw@aol.com

CITY: City of Kingsville, Texas  
Attention: Deborah Balli  
Interim City Manager



P.O. Box 1458  
Kingsville, TX 78364  
Phone: (361) 595-8002  
Fax: (361) 595-8024  
Email: citymanager@cityofkingsville.com

With copies to:

Courtney Alvarez  
City Attorney  
P.O. Box 1458  
Kingsville, TX 78364  
Phone: (361) 595-8016  
Fax: (361) 592-4696  
Email: attny@cityofkingsville.com

SECTION 15 Interpretation: Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

SECTION 16 Applicable Law: This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in state courts located in Kleberg, County, Texas.

SECTION 17 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

SECTION 18 Terms of Repayment: If repayment is required, the economic incentives will be repaid in full, including interest at an annual rate of 2%. The Parties agree that the economic incentives received up to the date of default will be repaid in full with interest, not later than 90 days after receiving notice from City of any of the following:

- a) Company fails to develop the Project;
- b) The agreement is terminated due to default by Company; or
- c) Company or its officers or employees are convicted of a federal immigration violation under 8 U.S. Code Section 1324a(f).

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

CITY OF KINGSVILLE, TEXAS

\_\_\_\_\_  
NAME: Mary Valenzuela  
TITLE: City Secretary

\_\_\_\_\_  
NAME: Sam R. Fugate  
TITLE: Mayor

APPROVED AS TO  
FORM:

\_\_\_\_\_  
NAME: Courtney Alvarez  
TITLE: City Attorney

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
NAME: Adrian Martinez  
TITLE: General Partner's Secretary

**ALPHA LAKE, LTD.,**  
a Texas limited partnership

By: MLWD, Inc., General Partner

By: \_\_\_\_\_  
Lawrence J. Haskins  
President

STATE OF TEXAS           §  
COUNTY OF KLEBERG   §

Before me, \_\_\_\_\_, a notary public on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Mayor of the City of Kingsville, a municipal corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

My commission expires: \_\_\_\_\_  
Notary Public

STATE OF TEXAS           §  
COUNTY OF KLEBERG   §

Before me, \_\_\_\_\_, a notary public on this day personally appeared Lawrence J. Haskins, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of MLWD, Inc., general partner of Alpha Lake Ltd., a limited partnership, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

My commission expires: \_\_\_\_\_  
Notary Public

## EXHIBIT A

**THIS DOCUMENT IS MEANT TO BE AN EXPLANATORY TOOL TO DEMONSTRATE  
HOW THE ACTUAL CALCULATIONS WILL BE DONE FOR THE  
MAXIMUM ANTICIPATED AMOUNTS OF ECONOMIC DEVELOPMENT INCENTIVES  
TO BE PROVIDED BY CITY FOR COMPANY**

			<u>Large Facility</u>	<u>Small Facility</u>	<u># Years</u>	
Valuation			1,716,860.00	1,434,550.00		
Tax Rate	0.83000					
Total City Taxes-(valuation/100 x tax rate)			14,249.94	11,906.77		
			M&O Portion that can be abated annually based on current tax rate City Taxes x M&O % x 50%			
M&O	0.66488	80.1060%	11,415.06	9,538.04	5	<u>Large Facility</u> 57,075.29
I&S	0.16512	19.8940%	X .50	X .50		
Total Tax Rate	<u>0.83000</u>	<u>1.00000</u>	5,707.53	4,769.02		

		<u>City Sales Tax 1.5%</u>	<u>50% Abatement</u>		
Sales Taxes:					
Automotive Sales	4,800,000	72,000	36,000.00		
Service Sales	1,440,000	21,600	10,800.00		
Year 1			<u>46,800.00</u>	3	140,400.00

		<u>City Sales Tax 1.5%</u>	<u>50% Abatement</u>		
Sales Taxes:					
Automotive Sales	9,600,000	144,000	72,000.00		
Service Sales	2,160,000	32,400	16,200.00		
Year 5			<u>88,200.00</u>	3	264,600.00

## **AGENDA ITEM #24**

## **AGENDA ITEM #25**

**RESOLUTION #2019-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS SUPPORTING KLEBERG COUNTY'S APPLICATION TO THE U.S. DEPARTMENT OF COMMERCE, OFFICE OF ECONOMIC DEVELOPMENT ADMINISTRATION UNDER THE DISASTER SUPPLEMENTAL FUNDING ECONOMIC ADJUSTMENT PROGRAM FOR A REGIONAL PUBLIC SAFETY TRAINING FACILITY AND EMERGENCY OPERATIONS AND COMMAND CENTER; CERTIFYING THAT THE CITY OF KINGSVILLE IS IN SUPPORT OF THE APPLICATION AND WILLING TO PROVIDE UP TO \$537,500 IN CASH MATCH FOR THE GRANT..**

**WHEREAS**, the City of Kingsville is the county seat of Kleberg County and the two governmental entities try to work together when mutually beneficial for their citizenry;

**WHEREAS**, Kleberg County previously approached the City about its desire to apply for grant funds from the U.S. Department of Commerce, Office of Economic Development Administration under the Disaster Supplemental Funding Economic Adjustment Program for a Regional Public Safety Training Facility and Emergency Operations and Command Center for the citizens of Kleberg County, which includes the City of Kingsville;

**WHEREAS**, Kleberg County applied for \$4.8 million in financial assistance, which required a \$1.2 million cash match for a total project amount of \$6 million;

**WHEREAS**, Kleberg County asked and the City previously agreed on April 22, 2019 via Resolution #2019-37 to each provide \$600,000 to meet the total anticipated cash match for the grant;

**WHEREAS**, the City previously provided Kleberg County a letter of commitment stating the City has available and unencumbered and is willing to commit \$600,000 for half of the \$1.2 million anticipated cash match;

**WHEREAS**, the proposed project would provide a regional public safety training center for first responders, a regional emergency operations and command center, and could provide additional economic benefits to the City from hotel occupancy tax dollars, sales tax dollars and possibly ad valorem tax dollars from additional retail growth;

**WHEREAS**, the proposed location for the project would be at Dick Kleberg Park in the J.K. Northway & Exposition Center;

**WHEREAS**, Kleberg County was notified in July that it was conditionally awarded \$4.3 million in grant funds that reduced the total cash match to \$1,075,000, so that each entity would now provide \$537,500 in cash match, which is a reduction of \$62,500 each from what the entities previously encumbered for the grant cash match;

**WHEREAS**, Kleberg County must complete and pay for certain pre-award expenses and has asked the City to equally split the cost of two of those items using the moneys left over from the amount encumbered for the cash match and the amount actually needed for the cash match;

**WHEREAS**, in July 2019 Kleberg County asked the City to pay \$43,000 for grant services performed thus far and \$4,250 for an archeological survey for a total of \$47,250;

**WHEREAS**, the City decided via Resolution #2019-64 on July 22, 2019 to use the \$62,500 of encumbered cash match residual money to pay the \$47,250 in pre-award expenses, which left the City with \$15,250 remaining from the initial commitment;

**WHEREAS**, the City was notified on September 6, 2019 that the \$100,000 of in-kind services it had committed toward the \$537,500 cash match was no longer going to be allowed and the \$537,500 match needed to be provided solely via cash.

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

I.

**THAT** the City Commission of the City of Kingsville is in support of Kleberg County's application to the U.S. Department of Commerce, Office of Economic Development Administration under the Disaster Supplemental Funding Economic Adjustment Program for a Regional Public Safety Training Facility and Emergency Operations and Command Center.

II.

**THAT** the City Commission authorizes the Mayor to execute a letter of commitment from the City stating the City has \$537,500 available, unencumbered and is willing to commit those funds for part of the \$1,075,000 cash match for the grant.

III.

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

**PASSED AND APPROVED** by a majority vote of the Kingsville City Commission on the  
9th day of September, 2019.

---

Sam R. Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

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Courtney Alvarez, City Attorney