

City of Kingsville, Texas

**AGENDA
CITY COMMISSION
MONDAY, MARCH 23, 2020
REGULAR MEETING**

**CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
5:00 P.M.**

**Conference Line call: 1 (408) 418-9388 and
when prompted type access code: 620805471#**

OR

Live Videostream: <http://www.cityofkingsville.com/webex>

I. Preliminary Proceedings.

OPEN MEETING

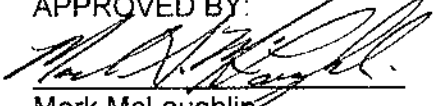
INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Special Joint Meeting with County - February 18, 2020

Regular Meeting - March 9, 2020

APPROVED BY:


Mark McLaughlin
City Manager

****AUDIENCE AND PRESENTER SOCIAL DISTANCING AND PUBLIC TESTIMONY AND PUBLIC HEARING INPUT AT PUBLIC MEETINGS OF THE CITY COMMISSION.** To reduce the chance of COVID-19 transmission, public meetings will be held in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with members of Community, City Staff, and City Commission. Public testimony and public hearing input for Public Comment and all items on the agenda at public meetings of the City Commission shall be provided in written format and presented to the City Secretary and/or designee prior to the start of each meeting of the City Commission. This testimony and/or public input shall be in accordance with the City Secretary's instructions, which shall be posted on the City Secretary's outdoor public bulletin board at City Hall and on the City website and allow for electronic submission. The written public testimony shall be provided to members of the City Commission prior to voting on measures for that meeting. Written testimony shall be limited in accordance with the City Secretary requirements and shall be placed into the record of each meeting. This written testimony shall serve as the required public testimony pursuant to Texas Government Code section 551.007 and shall constitute a public hearing for purposes of any public hearing requirement under law. The meeting may be held telephonically or via videoconference; and, if so conducted, the public may participate remotely by following

the instructions of the City Secretary which would be posted on the City Secretary's outdoor public bulletin at City Hall and on the City website.

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

1. Public Hearing on request for an alcohol variance for a Beer Retail Dealer's Off-Premise Permit (BF) and Package Store Permit (P) and *Local Distributor's Permit (LP)* and Local Cartage Permit (E) and Package Store Tasting Permit (PS) for the establishment known as Malibooze Liquor, Wine, Spirits, Cigars, Beer & Kegs at 1701 Brahma Blvd. Suite D, Kingsville, Texas. (Director of Planning and Development Services).

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to, the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, 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.³

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

V.

Consent Agenda

Notice to the Public

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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2019-2020 Budget to accept and expend LEOSE Grant funds for Police Department training expenditures. (Police Chief).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2019-2020 Budget to accept and expend donation received for bullet proof armor for Police K-9's. (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider a resolution ordering the extension the Local State of Disaster declared by the Mayor of the City of Kingsville on March 17, 2020 and amended on March 18, 2020. (City Attorney).
4. Consider a resolution postponing the City of Kingsville General and Special Elections from May 2, 2020 until November 3, 2020, which is the next uniform election date, pursuant to the Governor's Proclamation dated March 18, 2020. (City Attorney).
5. Consider an alcohol variance for a Beer Retail Dealer's Off-Premise Permit (BF) and Package Store Permit (P) and *Local Distributor's Permit (LP)* and Local Cartage Permit (E) and Package Store Tasting Permit (PS) for the establishment known as Malibooze Liquor, Wine, Spirits, Cigars, Beer & Kegs at 1701 Brahma Blvd. Suite D, Kingsville, Texas. (Director of Planning and Development Services).
6. Consideration of approval of an ordinance authorizing the issuance of "City of Kingsville, Texas Limited Tax Refunding Bonds, Series 2020", a Paying Agent/Registrar Agreement, and an Escrow Agreement; providing for the sale of such bonds; delegating authority to city representatives to select obligations to be refunded and approve final terms of the bonds; and approving all other matters related thereto. (Finance Director).
7. Consider accepting donations for Kingsville Parks' Pony League team sponsorships. (Parks Director).
8. Consider introduction of an ordinance amending the Fiscal Year 2019-2020 Budget to accept and expend donations received for Pony League costs of uniforms and umpires. (Parks Director).
9. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter XV-Land Use, Article 6, Section 4-Changes and Amendments to include clarification on the vote required. (Director of Planning and Development Services/ City Attorney).
10. Consider introduction of an ordinance amending the City of Kingsville Code of ordinances by amending Section 15-6-124, providing for the maximum height of pole signs along U.S. Highway 77 Bypass. (Director of Planning & Development Services).
11. Consider resolution dissolving the 1979 Interlocal Agreement with Kleberg County for the City-County Library Department. (City Manager).
12. Consider resolution dissolving the 1978 Interlocal Agreement with Kleberg County for the City-County Health Department. (City Manager).
13. Consider a resolution authorizing the Mayor to execute a Quit Claim Deed with the Texas Department of Transportation for three utility easements and a road parcel

needed for improvements to US77 From General Cavazos to the southern city limits.
(City Engineer).

14. Consider a resolution authorizing the Mayor to enter into a Standard Utility Agreement with the Texas Department of Transportation for reimbursement of part of the City's cost to relocate and adjust utilities due to improvements along US77. (City Engineer).

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 only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action. No public comment at this point.

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 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:

March 20, 2020 at 3:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



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

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

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

MINUTES OF PREVIOUS MEETING(S)

FEBRUARY 18, 2020

A SPECIAL JOINT MEETING WITH THE CITY OF KINGSVILLE CITY COMMISSION AND KLEBERG COUNTY COMMISSIONER'S COURT WAS HELD ON TUESDAY, FEBRUARY 18, 2020 AT THE RECREATION HALL LOCATED AT DICK KLEBERG PARK, 501 EAST ESCONDIDO, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor
Edna Lopez, Commissioner
Hector Hinojosa, Commissioner
Dianne Leubert, Commissioner
Arturo Pecos, Commissioner (Arrives at 5:10 p.m.)

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Kyle Benson, IT Manager
Deborah Balli, Finance Director
Derek William, IT Department
Susan Ivy, Parks & Recreation Director
Emilio Garcia, Health Director
Bill Donnell, Public Works Director
Cynthia Martin, Downtown Manager
Charlie Sosa, Purchasing Manager
Courtney Alvarez, City Attorney
Ron Lee, Interim Fire Chief
Diana Gonzales, HR Director
Janine Reyes, Tourism Director
Robert Rodriguez, Library Director
Ricardo Torres, Police Chief
Ruthie Valdez, Library
Jennifer Bernal, Parks Manager
Vincent Murray, Police Officer
Uchechukwu Echeozo, Director of Planning & Development Services
Alicia Tijerina, Administrative Assistant
Manny Salazar, EDC Director

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with four Commission members present. Commissioner Pecos arriving at 5:10 p.m. All 5 County Commissioners' were present for this meeting.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

The invocation was delivered by Sam Fugate, Mayor, followed by the Pledge of Allegiance and the Texas Pledge.

II. Public Comment on Agenda Items.³

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

No public comments made.

III.

Consent Agenda

Notice to the Public

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

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

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

1. **Motion to approve final passage of an ordinance amending the zoning ordinance by granting a special use permit for climate-controlled self-storage in C2 (Retail District) at 200 E. Kenedy Block, Kingsville Texas, also known as Orig. Town, Block 68, Lot 1-13. (Interim Director of Planning & Development Services).**

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

IV. **Items for consideration by Commissioners.⁴**

2. **Discussion on City-County Interlocal Agreements, County's EDA grant for an emergency response and training center, and any other projects that involve both the City and the County. (City Manager).**

The discussion was done by summary and verbatim, as some information was picked up by the audio and other times it was not.

Kleberg County Judge Rudy Madrid began the discussion and stated that Kleberg County had gone out for a \$6 million-dollar grant for the JK Northway. He further discussed the steps for the submittal of an EDA Grant. The grant was awarded for a lesser amount than what was applied for, \$4.3 million dollars with \$600,000 cash match. Madrid further stated that after the pre-application phase, he was at an EDC meeting with Mayor Fugate and previous City Manager, Jesús Garza. During that meeting the City Manager made a presentation on the projected funds and the plans for the JK Northway. Madrid further stated that on this day, he asked City Manager Garza how realistic is this project and what is the timeline on this project? Madrid stated that Garza mentioned that it would probably be a 10-year plan. Madrid stated that he had some concerns with this as within 10 years, the City of Kingsville will probably be going through several City Manager's and elected officials and maybe the priorities will change. He further stated that on that day he called the Mayor and City Manager and asked to meet with him. Madrid stated that during this meeting he stated to the Mayor and City Manager that he was in the middle of a pre-application phase which was just submitted. He stated that he mentioned to the Mayor and City Manager that he could file an

amendment to his pre-application phase showing the facility being built up to a skeet range maybe there is an opportunity to use that funding source and tackle two birds with one stone. He stated that the JK Northway could be restored and in the city's plans it already included meeting rooms. He stated that he could utilize the city's plans for this project, which would be no different than his FEMA Domes. He further stated that the JK Northway would be a multi-complex coliseum for all given purposes that it does today. With the new aspects, it will include the meeting rooms that can be utilized for a regional training facility. In the event of an impending natural disaster hurricane hits the Gulf of Mexico, it could be turned into an Emergency Operation Center. This would better prepare Kleberg County and the City of Kingsville for natural disasters. Madrid also stated that they went on a huge mission which involved 14 surrounding counties. He stated that he has spoken to their County Judges, Commissioners, and Fire Chiefs and stated that he would like to call this a Regional Training Facility and a Regional Emergency Operation Center. He stated that what he learned is that if you have a hurricane coming and you must get all the senior citizens in a safe place as well as the indigent and less fortunate citizens into shelters and must do sandbags to protect properties. He stated that after all this is done, you sit and wait for the hurricane to hit then you wait for the Calvary to arrive. He further stated that what he learned is that there is no such thing as a Calvary, it is what you make of it. He stated that with this said, when he went to speak in front of Austin on this deal, he said that he stated that not only does he want to create a Calvary for Kleberg County so that they can hold their own so that they are not relying on State and Federal assistance. He also stated that he wants to create a staging area where all emergency personnel can report to after the disaster occurs. He further stated that not only will he be creating a Calvary for Kleberg County; it will also be created for the 14 regional counties that are in on this. He also stated that this will also benefit all law enforcement and fire personnel, not only in Kleberg County but all within the region a place to get their required training, which training is only provided in College Station, Austin or down in the Valley. Madrid stated that this was the message they sent to them. He also stated that he was very reluctant on filing an amendment as they had just sent it and he didn't want them to think that we were second guessing ourselves as so much work had already gone into it. He stated that he had to justify his change and the way he was able to justify that change was by stating that after further review we have a facility in Kleberg County and the City of Kingsville and have an arrangement made with TXDOT where they are going to be building a large overpass and bring feeder roads and what a better location than having the new I-69 route and have a grand opening for the JK Northway Facility from I-69 so that you can easily accommodate all the heavy equipment coming in. He stated that there will be a staging area and a FEMA helo pad with state-of-the-art equipment inside the JK Northway. He also stated that they called him asking for proof of the TXDOT is on board with this. He stated that he thought this had already been done as in the previous City Manager's plan it showed that, the entrance from I-69. Madrid stated that he called TXDOT and asked for verification on this as EDA was asking for this information. He stated that TXDOT stated to him that this was mentioned but they never went into detail on any of this. Madrid stated that he responded back telling TXDOT that he had until 5:00 p.m. to show the EDA proof that the city is willing to do this. Madrid stated that he will be working with the EDA and the city in the future. Madrid further stated that he had a conversation with the previous city manager regarding the tax venue, which was a great idea. He stated that it was a great idea as the EDA money will start coming in where it can be used for the aesthetics of the building which would be phase 1. Phase 2 will be where the Eco-Tourism comes in where they will need bleachers, rodeo arenas for livestock shows, which will fall under the venue tax. He stated that the venue tax has the same conditions as the EDA Grant which the venue tax can't any of the EDA stuff as it is a different project which can have all the Eco-Tourism which puts heads in beds. Judge Madrid further stated that Mayor Fugate and himself have consulted with several members from the community who have shown an interest in possible contributing or sponsoring this project. He also stated that once phase 2 is in play, it is his and Mayor Fugate decision to create an oversight committee, which most of these members

have already been identified. Madrid commented that when phase 2 comes along, it was his idea that separate set of architects, as these are special sets of architects, and after meeting with certain family members that really know about rodeos, it has specific ways that this would need to be built. He stated that we will need these architects to come in then he will move forward on the phase for the oversight committee. Architects and engineers will come in, which will be going off the City's conceptual model, as it has already been paid for, but will probably have some tweaks if necessary. Madrid stated that they will get a price tag for this project then it will be going to the oversight professional committee and see what it is that they can contribute to the project. Whatever this contribution is and the balance leftover, now you have a project. He stated that whatever you spend your venue tax you have to have an ear tag project. He also stated that it will show how much money will go into it and what is left, then the City can secure a loan against the venue tax to support that project, after the contributions are made. Madrid stated that this is all the idea and the planning and the only thing that has been done since conception is that the County went out pre-application phase, application phase, and the County was awarded the award, although it was reduced, but not by much. He also stated that the County came to the City for match on the match money. They asked the City to do a split with the county if the county was to be awarded the \$6 million dollars. The County had to show that they could come up with \$600,000, which was asked by the city, and the city graciously approved. Madrid stated that they slowed down a bit during the holidays and slowed down even more as they wanted to get the City Manager onboard. Now that the City has its City Manager, it is the time to sit down and get to working on the phase for this project. Judge Madrid stated that this timeline shows all the pre-construction, engineering, architect that goes into this project, which the City will have 100% say in that.

A timeline for the project was created by the County, which a copy was provided to the City Commission only.

Judge Madrid stated that he has identified some city staff that would be essential to this project, but the city can add any other staff it deems too. He further stated that these individuals would be the City Manager, City Attorney, Mayor, and Tourism Director.

Mayor Fugate commented that this committee will consist of those members that did the master plan a couple of years ago. He also stated that the schematics that the Judge eluded to is what came out of that plan. He further stated that this is a good idea.

Commissioner Hinojosa commented that he is interested in being part of the oversight committee and would like to be considered.

Judge Madrid commented that on behalf and himself and the County Commissioner's, they don't have a vested interest on the design of this at all. He stated that the only request he has, which have the City Manager and Mayor on board is that the regional training facility would be self-contained as far as utilities.

Mayor Fugate stated that on behalf of the City Commission they would like to thank the County Commissioner's for this great opportunity. When the City had the masterplan developed a couple of year ago, he thought it was a great idea but wondered where the money would be coming from. What was estimated for this project at time of the plan was about \$15 million dollars. He further stated that this is going to be a partnership with the County and it is incumbent that the County let the City know what is going on and it is important to get into some type of routine where there is weekly reports about what is transpiring. Fugate further stated that it is important that the City Manager is kept up to date on what the County is working on for this project.

Judge Madrid commented that with regards to the regional training facility, he has had multiple discussion with Dr. Hussey, Texas A&M University-Kingsville where they have voiced their strong desire academic accrediting body for this facility. They couldn't move forward with this idea as they had not received the award, but now that the award has been made negotiations can begin. He further stated that he recently came across a \$350,000 grant opportunity. Part of this caveat was that they wanted an EDC component to the JK Northway. He stated that with this component, they would build a satellite office for EDC, so that in times of pending natural disaster you can have local businesses that come and if they need a disaster management plan designed to tailored their needs, we will have that there for them. He further stated that there must be an EDC component to this EDA Grant. Judge Madrid commented that if he is not mistaken, Kleberg County may be the only entity to have applied for this grant. He also commented that from this point forward, the City will know everything that will go on.

Mayor Fugate asked City Attorney, Courtney Alvarez if she had any comments or statements, from a legal standpoint, that she would like to make at this time.

Mrs. Courtney Alvarez, City Attorney stated that on thing that had been known to the City Commission and has also been made known to the County Judge is that currently we're in year 5 of what is roughly a 40-year management agreement. So, the City has control and authority over all the parks within the jurisdictional limits of the City of Kingsville, which would include the JK Northway as part of Dick Kleberg Park. Alvarez further stated that absolutely nothing can physically occur in of those parks without the City of Kingsville, as a body i.e. the City Commission approving some form of amendment to that interlocal agreement.

Mayor Fugate commented that this is a good point as now, if we get the building renovated then talks will need to start on how to operate it. This should change the original interlocal agreement.

Mrs. Alvarez commented that this is correct, but not a bit of grass can be cut, or an inch of dirt moved without the City first doing an amendment to even allow for anything to occur with anybody they currently hired to work on the grant. She further stated that Mayor Fugate was correct as there is a lot of detail that would need to go into to probably some kind of secondary interlocal with regards to the operations of the JK Northway, but having no information on what the site or the design plan is or how its suppose to function or operate is kind of hard to know in looking at the grant award. There was \$100,000 itemized budget that was approved for demolition and removal, so its unknown to the City if the whole building is supposed to be demolished and removed, as there is no information.

Mayor Fugate commented that he understands and commented to Judge Madrid that the City and County will need to work on the interlocal agreement.

Judge Madrid commented that he has Ms. Roxann Pais Cotroneo, who was approved by the County Commissioners' to represent the County. He further stated that he and the City Manager have met a couple of times and both agreed that they needed to start, not only the JK Northway Interlocal but also the animal shelter and public library interlocal agreements as well.

Mayor Fugate commented that it is best to work on one at a time.

Judge Madrid stated that the reason he brought Ms. Controneo to this meeting is to introduce her to City Attorney, Courtney Alvarez and County Attorney, Kira Sanchez as they will be working on this agreement.

Ms. Roxann Pais Controneo commented that she has been a City Attorney for various cities across the State of Texas for about 24 years. She further commented that she looks forward to working with the County and the City of Kingsville's City Attorney.

Mayor Fugate commented that this is something that has been discussed for some time and both entities will need to work on the interlocal agreements. Fugate further asked if Mrs. Alvarez had any other comments.

Mrs. Alvarez stated that there are other items, but it can be deferred until later.

Commissioner Hinojosa commented that all he would like to know is who will be in control? He understands that this is going to be a partnership and the County needs to let the City know what they are doing as the City needs to let the County know what the City is doing.

Mayor Fugate commented that he would encourage both parties to develop some type of communication, either to meet once a week or meet when it is convenient for both parties.

Commissioner Leubert commented that having this joint meeting today is a great step moving forward as no one would want this opportunity to pass us by.

Judge Madrid commented that this is a great opportunity for the community as a lot of hard work has gone into this. He further commented that both entities working together, there is nothing that both entities cannot accomplish together. He further stated that the County is not here to take the City's authority away, they are doing it for the community.

Mrs. Alvarez commented that as for a point of clarification we are talking about the venue tax portion based on the venue tax that the voters approved, the voters of the city approved in May 2019. She further stated that with regards to this, the Interim City Manager Deborah Balli, this summer and the Financial Advisor and Bond Counsel and herself met and also had a phone conference where it was made very clear that any proposed project for the venue tax would have to be separate and apart from anything having to do with the EDA Grant. If the EDA Grant which the city doesn't know what it will be doing inside the JK Northway, then any project for the venue tax monies would have to be done outside of the JK Northway, totally separate and apart not comingled in anyway

Commissioner Hinojosa asked who will be keeping track of all this? Mayor Fugate responded that the City Manager and County Judge will be keeping track.

Judge Madrid commented that the County Auditor will also be working hand in hand with the City Manager. He further stated that they will come up with a constructive clear plan going forward.

Mayor Fugate commented to Judge Madrid that City staff is available anytime. He further stated that one thing he would suggest is to hire a construction manager. He further commented that he and the County Judge need to start working on private monies. Fugate further commented to City Manager McLaughlin that the venue tax needs to be implemented soon.

Mrs. Alvarez commented that until the city understands the scope of what County plans to do once the City gives them the ok to do it, then that will put the onus on the City to determine what project outside of what would be done with the JK Northway that the City could do in that vicinity, that could be used to support a venue tax funding. She further commented that you can't really get the venue tax off the ground until you identify a project, if you can't identify a project until the City knows what the County's project is going to be.

Commissioner Leubert asked if with the venue tax, can it be used for the livestock arena area separate from all the other things.

Mrs. Alvarez responded that her recollection on her conversations with Bond Counsel and the Financial Advisor is that it would be a project separate and apart from the JK Northway. If authority was given for renovations to be done at the JK, then the City might work on an outside barn or an outside rodeo venue.

Mr. McLaughlin commented that he can draft a plan of action and milestones. As we are dealing with two governmental agencies that will have deep roots in many different pockets and the only way to grasp all the task that must get done and put on paper where it gets broken down by months. McLaughlin further stated that City staff will also be working with Mr. Jorge, County Architect on this project.

Commissioner Leubert asked if this was a reimbursement grant? Judge Madrid responded that it was. He further stated that the last task from EDA was for the County to provide a separate non-interest draw-in account that had ACH capability for them. Judge Madrid continued to state that the County would be putting their match money into the account and ask for the City to do the same.

Mr. McLaughlin asked the City's Finance Director if the City already had a fund for this.

Mrs. Alvarez responded that the City has a fund, but it is her understanding that the City would be retaining its money in its fund until the City sees the invoices requesting the reimbursements.

A comment was made Ms. Petra Reyna that was not picked up on the audio as Reyna was speaking from her seat.

At this time Judge Madrid introduced Mr. Jorge and Ms. Petra Reyna.

Commissioner Hinojosa commented that if he understood correctly, the \$1.2 million dollars, the money would have to be spent first or will it be on a prorated basis based on....

An individual unnamed stated that the match is used first and once they start construction then the draw down is used. This is the first step.

Judge Madrid introduced Mr. Ray De Los Santos who is on retainer for the County. Mr. De Los Santos provides professional management services. Madrid stated that Mr. De Los Santos is working on several projects that are going on at this time. Madrid further stated the gentleman also does professional oversight on all their transactions, as well as his team. Madrid stated that Mr. De Los Santos has a good track record when it comes to city government. He further commented that the County is still on pre-application phase for the Animal Shelter/Health Department as they are combining the loan with the County Airport. He stated that Ms. Judy, Airport Director had a change in design from single hangars to cooperate hangar then going back to single hangars. Until they final design is decided, they cannot submit the loan request as they are submitting the loan request together. Once this is initiated, it will also be included in the updates as well.

Mrs. Alvarez commented that if there are any questions the Commission has about the joint projects, now would be the opportune time to bring them up. The Attorney's can work and meet on things, but generally they will need direction from their clients as to what you want, or your concerns are so that they can try to address some of those.

Commissioner Leubert commented that she would like to see both entities set a date for a second special City/County meeting where both entities can discuss other interlocal agreements that are in place at this time.

The City and County Commissioners have agreed to schedule the next City/County Special Meeting on Tuesday, March 17, 2020 at 5:00 p.m. at the Recreation Hall located inside Dick Kleberg Hall.

Commissioner Leubert commented that both entities will need to choose which interlocal agreements they would like to discuss at the next joint meeting.

Judge Madrid commented that he feels that they will be ready to speak on all the interlocal agreements during the March 17th meeting.

Commissioner Hinojosa commented that he hopes that the City Commission will receive the information days before the meeting verses the day of the meeting. This will give them the opportunity to review the information so that they are prepared to make the right decision, as he will not be making a decision if the information is provided on the same day as the scheduled meeting.

Mrs. Alvarez commented that she doesn't know if there will be draft agreements ready in 3 weeks as she is not aware of what it is that the Commission would like to amend with regards to some of those agreements.

Mayor Fugate commented to Mrs. Alvarez that he suspects that she will be receiving directions on the 17th.

Mrs. Alvarez commented that now that everyone has copies of the same sets of documents, for the interlocal agreements that were mentioned, everyone on both sides will now have the opportunity to review those prior to the upcoming meeting.

Judge Madrid commented that prior to the meeting on March 17th, the City Manager and himself can meet as he has some proposals, interlocal agreement proposals, that they are putting together and will be brought to the Commission on that day for the City's review and consideration. He further stated that he would like for these proposals to be seen by the City Manager and City Attorney before the meeting on the 17th.

Commissioner Hinojosa commented to the City Manager that any proposals that he and Judge Madrid come up with, he would like for the Commission to have enough time to review them and not produce them on the day of the meeting, as he will be voting no.

IV. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:00 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

MARCH 9, 2020

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, MARCH 9, 2020 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor
Edna Lopez, Commissioner
Hector Hinojosa, Commissioner
Dianne Leubert, Commissioner
Arturo Pecos, Commissioner

CITY STAFF PRESENT:

Mary Valenzuela, City Secretary
Deborah Balli, Finance Director
Derek William, IT Department
Susan Ivy, Parks & Recreation Director
Emilio Garcia, Health Director
Bill Donnell, Public Works Director
Cynthia Martin, Downtown Manager
Charlie Sosa, Purchasing Manager
Courtney Alvarez, City Attorney
Ron Lee, Interim Fire Chief
Diana Gonzales, HR Director
Janine Reyes, Tourism Director
Robert Rodriguez, Library Director
Ricardo Torres, Police Chief
David Solis, Risk Manager
Uchechukwu Echeozo, Director of Planning & Development Services

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with all five Commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – February 24, 2020

Motion made by Commissioner Lopez to approve the minutes of February 24, 2020 as presented, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Hinojosa, Leubert, Pecos, Fugate voting "FOR".

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

1. None.

III. Reports from Commission & Staff.²

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

Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, 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."

Mrs. Courtney Alvarez, City Attorney announced that the next scheduled meeting is scheduled for March 23, 2020 with a deadline for staff to submit agenda items no later than March 13th. She further announced that there is a schedule joint meeting with Kleber County Commissioners' Court for Tuesday, March 17, 2020 at 5:00 p.m. at the Recreation Hall located inside Dick Kleberg Park. Also announced was the Trash Off event scheduled for March 28, 2020 from 8:30 a.m. to 12:00 p.m.

Mayor Fugate asked if staff had received information from the County regarding their proposals for the interlocal agreements. Mrs. Alvarez responded that she spoke with the City Manager last Thursday and neither one had not received anything as of yet. Fugate further asked if Mrs. Alvarez has had any communication from the attorney that was hired by the County. Mrs. Alvarez responded no. Fugate further commented that his thoughts are that if the City does not hear or receive anything from the County by Thursday, March 12, 2020 it would be best just to cancel the joint meeting scheduled for March 17th. He further asked if staff has provided copies to the County of everything that has been given to the Commission. Mrs. Alvarez responded that courtesy copies have been provided to the County Commissioners' Court at the meeting that took place on February 18, 2020. Alvarez further commented that she has already prepared a draft agenda that the City Manager reviewed prior to leaving for his vacation and the City Secretary has forwarded to the County Judge's office assistance. This will give them an idea of what the City is planning to post on Wednesday, March 11, 2020 at 10:00 a.m. Mayor Fugate commented that if city staff does not hear anything from the County by Thursday, March 12th, he suggest that the joint meeting scheduled for March 17th he will ask the City Manager to cancel that meeting until staff gets the information that they need, particularly on the JK Northway as the City is still in the dark when it comes to the JK.

Mrs. Alvarez commented that no documents have been received with regards to the EDA Grant or the proposed use for that facility.

Commissioner Leubert commented that the meeting schedule for March 17th is to address the Library and Health Departments and not the EDA Grant. She further commented that would it be best to get the discussion on the Library and Health Departments out of the way or if they don't come up with anything, of what this meeting on March 17th is going to be about, then the city should just leave the items on the City's agenda and vote on what the city is talking about and not go to the meeting, but let them know that this is what is going to happen.

Mayor Fugate commented that if the City decides to divide the two departments, we will have to give them 6 months' notice and try to coordinate with the October 1st starting date, this will have to be done by April.

Mrs. Alvarez commented that on the draft agenda that is being prepared for the meeting, it has an item for the Commission to give direction to staff with regards to the interlocal's, so that staff will know what to place on the March 23rd agenda.

Commissioner Lopez announced that the Kingsville Police Department will be having an egg hunt on March 28th as well as the County Attorney's office.

IV. Public Comment on Agenda Items.³

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

No public comments made.

V.

Consent Agenda

Notice to the Public

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

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. **Consider a resolution authorizing participation in Local Border Security Program FY2021 with the Texas Public Safety Office for law enforcement personnel costs, fuel, and equipment; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).**

Mr. Ricardo Torres, Chief of Police commented that this is overtime and fuel for \$81,407.00 with cash match.

Motion made by Commissioner Lopez and Commissioner Pecos to approve the resolution authorizing participation in Local Border Security Program FY2021 with the Texas Public Safety Office for law enforcement personnel costs, fuel, and equipment; authorizing the Chief of Police to act on the City's behalf with such program, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Hinojosa, Leubert, Pecos, Lopez, Fugate voting "FOR".

2. **Consider a resolution authorizing participation in Homeland Security Grant Program with the Texas Public Safety Office for law enforcement equipment;**

authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).

Chief Torres stated that they will be getting SCVA's for the department for a cost of \$57,354.80. There may be a cash match, but not aware of the amount as the awards are not being split across multiple applications.

Motion made by Commissioner Lopez and Commissioner Pecos to approve the resolution authorizing participation in Homeland Security Grant Program with the Texas Public Safety Office for law enforcement equipment; authorizing the Chief of Police to act on the City's behalf with such program, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Leubert, Pecos, Lopez, Hinojosa, Fugate voting "FOR".

- 3. Consider introduction of an ordinance amending the Fiscal Year 2019-2020 Budget to accept and expend LEOSE Grant funds for Police Department training expenditures. (Police Chief).**

Introduction item.

- 4. Consider accepting a donation for K9 body armor and cooling vests. (Police Chief).**

Motion made by Commissioner Lopez and Commissioner Pecos to approve the acceptance of donation for K9 body armor and cooling vests, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Pecos, Lopez, Hinojosa, Leubert, Fugate voting "FOR".

- 5. Consider introduction of an ordinance amending the Fiscal Year 2019-2020 Budget to accept and expend donation received for bullet proof armor for Police K-9's. (Police Chief).**

Introduction item.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:10 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

MAY 5, 2020

NEWS

7A

THE KINGSVILLE RECORD

Garden Club talks succulent topic



Garden Club

The February meeting of the Kingsville Garden Club was held at the home of Angela Rabinke in Pleasant. Hostesses for the meeting (above) were Linda Hamilton, Debbie Greenlee, Angela Rabinke and Maria Velez. Host pictured in the foreground is "Making Succulent Dish Gardens" by Maria De Leon, pictured at right. (Contributed photos)



Food Inspection Scores

Staff Report
The Kingsville Record

The City's Health Department has informed food service operators of the following inspection scores around Kings County from Feb. 1 to Feb. 24:

Ray's Diner: 100
Mick's Grill: 100
Wenters of Love: 99
Kitchen: 99

Harold's Foodmart: 99
TAMUK - Subways: 99
Love's Truck Stop: 99
McDonald's: 99
TAMUK - Resale: 99
Dollar General: 99

Super Market: 99
Kings County Jail: 99
Freemont Hotel: 99
Jewell's Book Store: 99
TAMUK - Cook House: 99
Antojitos - Nuevitas: 99

Chang's: 99
TAMUK - Subway: 99
TAMUK - Para Hall: 99
Arlo's: 99
TAMUK - Catering: 99
Kingsville Food Mart: 99
Superette: 99
Shop & Shop: 99

Tickets on sale for Bishop Chamber Banquet

Antonia Ruiz
Reporter

Tickets are available for the upcoming 25th annual Bishop Chamber of Commerce Banquet, set for March 18 and featuring local University and Robert Ochoa Jr. as the keynote speaker.

Thomas Hengstler, president of the Bishop Chamber of Commerce, said the banquet is a "great opportunity for the community to come together and celebrate the achievements of our local leaders."

Ochoa Jr. is a 1998 Bishop High School graduate and the first Hispanic Bishop Chamber member who served with the U.S. Army in three tours in Afghanistan before he was wounded by an enemy sniper's bullet in 2001. He is now a member of the Bishop community, having moved to the area in 2010.

The banquet will feature a keynote address by Ochoa Jr., a presentation of the Outstanding Citizen Award, and a presentation of the Lifetime Achievement Award. Tickets are \$25 and are available for purchase at the Bishop Chamber of Commerce.

The Bishop Chamber of Commerce is a 501(c)(3) nonprofit organization that promotes economic development and community improvement in the Bishop area. The chamber's annual banquet is one of its major fundraising events.

The banquet will take place at the Bishop High School gymnasium, located at 1801 Bishop Lane. Tickets are available for purchase at the Bishop Chamber of Commerce, 1801 Bishop Lane, Bishop, CA 94621. For more information, call (916) 361-2211 or visit the chamber's website at www.bishopchamber.org.

Thomas Hengstler, President of the Bishop Chamber of Commerce, speaking at the 25th annual Bishop Chamber of Commerce Banquet.

Arts & Outdoors -am

Outer Space Art

Minute2Winit—pm

8am-5pm

Arts & Outdoors—am

Recycled Robots

Minute 2 Winit—pm

8am-5pm

Dick Kleberg Park Rec Hall

8am-5pm

Call 361-221-8705 to reserve spot limit 50 per day

Kingsville

THOMAS HENRY

KING RANCH

CHRISTUS

Divas Assoc. of Kingsville

RUDY'S

CONTROL

Start enjoying being outdoors again!

Protect your family and pets with our safe and effective pest control solutions against these and other potentially harmful household pests.

595-RUDY

361-595-5955

FISH FRY FRIDAYS

Elks Lodge

Fish Fry

5:00 PM - 7:00 PM

The Elks Lodge of Kingsville will be serving fish fry every Friday.

Examples include: fish, coleslaw, beans, corn bread, tartar sauce.

Drinks and Homemade Desserts Available

The public may pick up plates or dine in at the Elks Lodge located at 1404 S. 6th Street.

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, March 23, 2020 at 5:00 P.M. to discuss and/or take action on the following item:

Request for an alcohol variance for a Beer Retail Dealer's Off-Premise License (BF) and Package Store Permit (P) and Local Distributor's Permit (LP) and Local Cartage Permit (E) and Package Store Tasting Permit (PS) for the establishment known as Malibooze Liquor Wine, Spirits, Cigars, Beer & Kegs at 1701 Brianna Blvd Suite D, Kingsville, Texas.

The meeting will be held at City Hall, 400 West King, Kingsville, Texas. In the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8955.

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1701 S. Brahma Blvd., Kingsville, TX 78363 Nearest Intersection Allsie

(Proposed) Subdivision Name: _____ Lot _____ Block _____

Legal Description: 4.9888 A out of Lots 173-185, Southmore Acres Subd, City of Kingsville, Kleberg Co. TX

Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent John O'Shaughnessy Phone 512-296-7807 FAX _____

Email Address (for project correspondence only): john@commercialretailgroup.com

Mailing Address 11701 Bee Caves Road, #262 City Austin State TX Zip 78730

Property Owner Kingsville Retail Group, LP Phone 512-452-8633 FAX _____

Email Address (for project correspondence only): john@commercialretailgroup.com

Mailing Address 11701 Bee Caves Road, #262 City Austin State TX Zip 78730

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

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

Please provide a basic description of the proposed project:

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

Applicant's Signature [Signature] Date: 4/20/20
Property Owner's Signature: [Signature] Date: 1/30/2020
Accepted by: _____ Date: _____



TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texas Helping Businesses & Protecting Communities

OFF-PREMISE PREQUALIFICATION PACKET

L-OFF (12/2019)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☐ Original
☐ Reinstatement ☐ Reinstatement and Change of Trade Name License/Permit Number _____
☐ Change of Location ☐ Change of Location and Trade Name License/Permit Number _____

2. Type of Off-Premise License/Permit

- ☐ BQ Wine and Beer Retailer's Off-Premise Permit ☒ LP Local Distributor's Permit
☒ BF Beer Retail Dealer's Off-Premise License ☒ E Local Cartage Permit
☒ P Package Store Permit ☐ ET Local Cartage Transfer Permit
☐ Q Wine Only Package Store Permit ☒ PS Package Store Tasting Permit

3. Indicate Primary Business at this Location

- ☐ Grocery/Market ☐ Convenience Store without Gas
☒ Liquor Store ☐ Miscellaneous _____
☐ Convenience Store with Gas

4. Trade Name of Location (Name of store, business, etc.)

MALIBOOZE LIQUOR WINE, SPIRITS, CIGARS, BEER & KEGS

5. Location Address

1701 BRAHMA BLVD Suite D

City	County	State	Zip Code
KINGSVILLE	KLEBERG	TX	78363
6. Mailing Address	City	State	Zip Code
626 N 14th STREET	KINGSVILLE	TX	78363

7. Business Phone No.	Alternate Phone No.	E-mail Address
361-592-6333	361-455-1835	jnhinc@sbcglobal.net

OWNER INFORMATION

8. Type of Owner

- ☐ Individual ☒ Corporation ☐ City/County/University
☐ Partnership ☐ Limited Liability Company ☐ Other _____
☐ Limited Partnership ☐ Joint Venture
☐ Limited Liability Partnership ☐ Trust

9. Owner of Business /Applicant (Name of Corporation, LLC, etc.)

JNH Enterprises, INC.

PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact phone and email are mandatory and must be active and updated regularly. If additional information is needed, it will be requested from this contact person. Delays in responding to requests may delay the processing and approval of your permit/license.

10. Contact Person: Paul West	Relation to Business: Vice President
Phone (mandatory): 361-455-1835	Email (mandatory): jnhinc@sbcglobal.net

TABC DATESTAMP

11. Is the applicant, a veteran-owned business? ☐ Yes ☒ No
12. Is the applicant, a Historically Underutilized Business (HUB)? ☐ Yes ☒ No

13. As indicated on the chart, enter the individuals that pertain to your business type:
(For additional space, use Form L-OIC)

Individual/Individual Owner	Limited Liability Company/All Officers or Managers		
Partnership/All Partners	Joint Venture/Venturers		
Limited Partnership/All General Partners	Trust/Trustee(s)		
Corporation/All Officers	City, County, University/Official		
Last Name HARREL	First Name JOHN	MI N	Title PRESIDENT
Last Name WEST	First Name PAUL	MI M	Title VICE PRESIDENT
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et. seq.

14. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

15. Will your business be located within 300 feet of any private/public school? ☒ Yes ☐ No

NOTE: For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

16. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

17. Will your business be located within 1,000 feet of a public school? ☒ Yes ☐ No

PACKAGE STORE ACQUISITIONS ONLY

18. Has the business being acquired been in operation in the same county for more than one year before the acquisition? ☐ Yes ☒ No

If Yes, provide permit number for existing package store: _____

If No, this does not qualify as an acquisition, and will be considered a new location.

ALL APPLICANTS

19. CHECK HERE IF NOT IN CITY LIMITS ☐

If, the applicant, have confirmed the location is not located within city limits, therefore city certifications are not required.

COMPLETE THE FOLLOWING CHECKLIST BEFORE SUBMITTING YOUR APPLICATION

Per Sec. 102.01, a tied house is defined as any overlapping ownership between those engaged in the alcoholic beverage industry at different levels of the three-tier system. No person having an interest in a permit issued by TABC may secure or hold, directly or indirectly, an ownership interest in a business on a different level.

All required forms have been completed.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have reviewed all forms to ensure they are complete.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have obtained all required local and state certifications (pages 3-4).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All application packets have been notarized.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Phone numbers and email address for Contact Person are up to date.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All additional documentation as required by the application packets is attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If required, out of state criminal history checks are attached (PHS #7).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Certification of publication in local newspaper has been completed (page 4).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
A copy of the newspaper publication is attached (page 4).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

WARNING AND SIGNATURE

If Applicant Is/Must Sign

Individual/Individual Owner

Partnership/Partner

Limited Partnership/General Partner

Corporation/Officer

Limited Liability Company/ Officer or Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT
NAME

SIGN
HERE

TITLE

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

NOTARY PUBLIC

S E A L

CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN
HERE

City Secretary/Clerk

City

TEXAS

S E A L

CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF)

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN
HERE

County Clerk

COUNTY

S E A L

CERTIFICATE OF COUNTY CLERK (FOR BQ)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- ☐ legal sale of all alcoholic beverages for off-premise consumption
☐ legal sale of all alcoholic beverages
☐ legal sale of all alcoholic beverages except mixed beverages
☐ legal sale of all alcoholic beverages including mixed beverages
☐ legal sale of mixed beverages
☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
☐ legal sale of wine on the premises of a holder of a winery permit
☐ legal sale of beer/wine (17%) on-premise or beer/wine off-premise **AFTER** Sept. 1, 1999
☐ legal sale of beer/wine (14%) on-premise or beer/wine off-premise **BEFORE** Sept. 1, 1999

SIGN

HERE _____

County Clerk

COUNTY _____

S E A L**COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

Sections 11.46(b) & 61.42(b)

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN

HERE _____

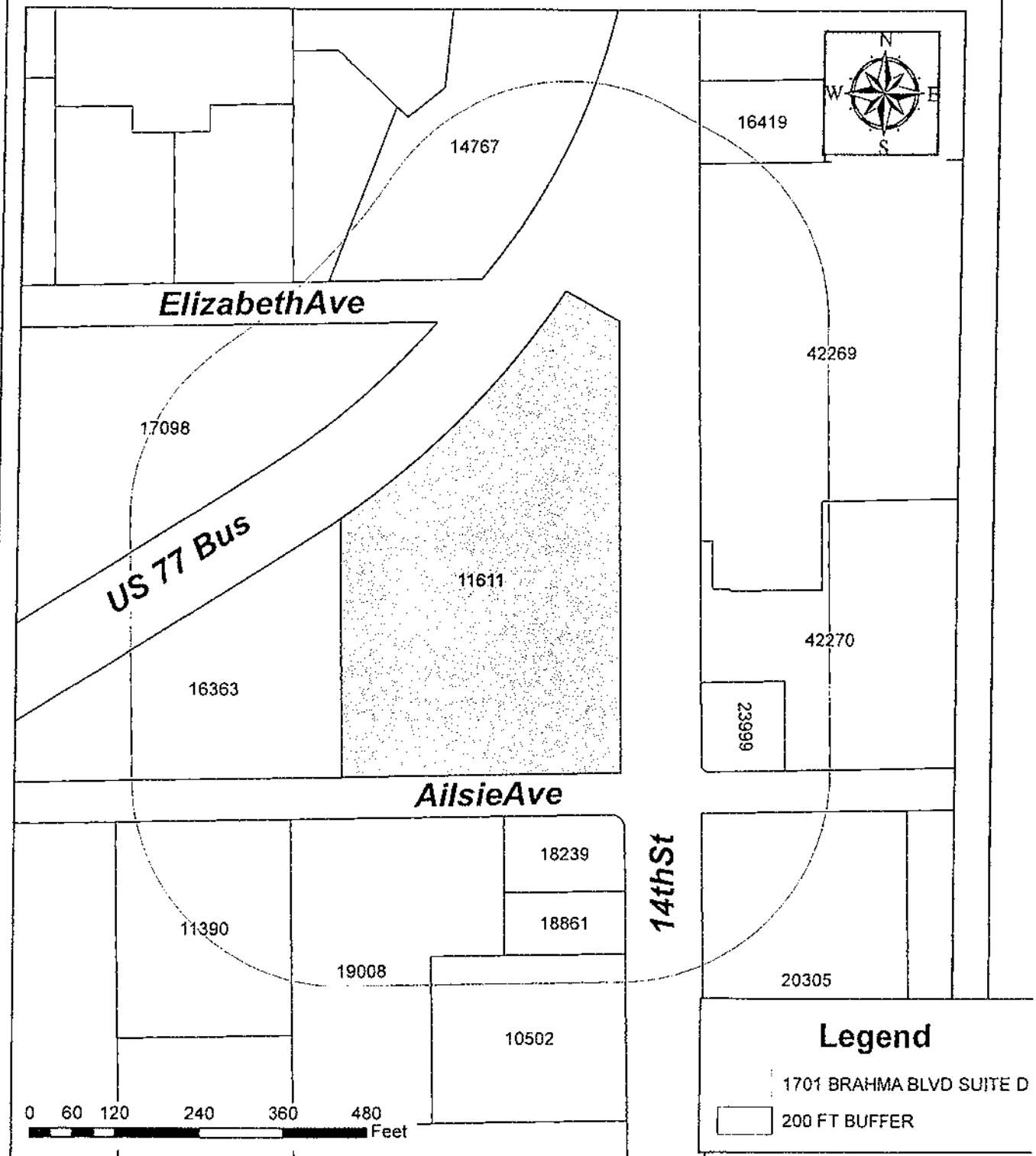
FIELD OFFICE _____

S E A L**PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)**


Sections 11.39 & 61.38

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)		
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date		
Signature of Notary Public		<u>Hover over to see example</u>
S E A L		

300 ft Buffer Map of 1701 BRAHMA BLVD SUITE D



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\Buffer Map.mxd

Page 1 / 1	Drawn By: Planning Department	<small>DISCLAIMER</small> THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE	 CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055
	Last Update: 2/7/2020		
	Note:		

ROEL NUNEZ EST
MARY G DE LEON (IND EXECUTOR)
237 CANDLEWOOD
KINGSVILLE, TX 78363
#14767

ALPHA LAKE LTD
A TEXAS LIMITED PARTNERSHIP
1700 GEORGE BUSH DR E
STE 240
COLLEGE STATION, TX 77840-3351
#42269

COLONIAL ARMS KINGSVILLE
LLC
25047 TOUTANT BEAUREGARD RD
SAN ANTONIO, TX 78255
#11390

HERMAN H OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#18861

TERESA A MAYORGA
ETVIR MACARIO R
729 ELIZABETH AVE
KINGSVILLE, TX 78363-6745
#17098

COASTAL BEND COLLEGE
3800 CHARCO RD
BEEVILLE, TX 78102
#42270

CANOPY APARTMENTS LLC
255 WILDLIFE TRL
BANDERA, TX 78003
#19008

MICHAEL J KRUEGER
PO BOX 1538
KINGSVILLE, TX 78364-1538
#10502

JESUS J JAIME
ETUX GRACIELA M
PO BOX 769
KINGSVILLE, TX 78364-0769
#16363

FIRST CAPITAL BANK
% PROSP BANK ATTN ACCTNG DEPT
PO BOX G
EL CAMPO, TX 77437-1470
#23999

HARBUR & HARBUR LP
% ROBERT W HARMAN
3279 FM 1540
SANDIA, TX 78383
#18239

FIRST CHRISTIAN CHURCH
PO BOX 848
KINGSVILLE, TX 78364-0848
#20305

CONSENT AGENDA

AGENDA ITEM #1

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: February 28, 2020

SUBJECT: Receipt of the Law Enforcement Officer Standards and Education (LEOSE) Funds from Texas Comptroller of Public Accounts

Summary:

The police department is requesting approval for acceptance of funds from the Texas Comptroller of Public Accounts and a budget amendment to place the funds in Fund 009 for training.

Background:

A direct deposit was made into the City of Kingsville account from the Law Enforcement Officer Standards and Education (LEOSE) account. This payment is necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in our agency.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency has as of January 1 of the preceding calendar year.

Financial Impact:

A total of \$3,349.19 was received for use for training of City of Kingsville Police personnel.

Recommendation:

We request that the City Commission authorized the receipt and expenditure of these funds in the manner for which they were provided by the Texas Comptroller of Public Accounts.





TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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February 19, 2020

CITY OF KINGSVILLE POLICE DEPARTMENT
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KINGSVILLE TX 78363-5928

Vendor number: 17460015138-009

A direct deposit was made into your account from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of \$ 3,349.19.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer, licensed jailer or telecommunicator on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2021, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2021 Allocation Basis form to us no later than October 31, 2020. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at 800-531-5441, ext. 3-4530, or 512-463-4530 if you have any questions or if we can be of assistance.

Enclosures

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO ACCEPT AND EXPEND LEOSE GRANT FUNDS FOR POLICE DEPARTMENT TRAINING EXPENDITURES.

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 2019-2020 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 – LEOSE Grant					
<u>Revenues – 4</u>					
2100	Police	State Grants	72010	\$3,349.19	
<u>Expenditures – 5</u>					
2100	Police	Training & Travel	31600	\$3,349.19	

[To amend the City of Kingsville FY 19-20 Budget to accept and expend grant funds for Police Department training expenditures eligible for grant funding. Funding will come from the grant award.]

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 9th day of March 2020.

PASSED AND APPROVED on this the 23rd day of March, 2020.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #2

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Ricardo Torres, Chief of Police
DATE: February 28, 2020
SUBJECT: Donation for Purchase of K-9 Ballistic and Cooling Vests

Summary:

The police department is requesting approval for acceptance of a donation and budget amendment to purchase K-9 ballistic and cooling vests.

Background:

The department was contacted by Mr. Allen R. Ware DBA King's Inn who was interested in donating funds to our department for the purchase of K-9 ballistic vests, and cooling vest for KPD's two K-9's, Brit and Nicky. Mr. Ware has seven dogs of his own and has family members who are employed in the law enforcement field. He wanted to give back to the community and believed this was a need that he could assist in.

After researching K-9 body armor we decided on the following equipment:

TEX 10 K-9 armor that features dual crowd control handles, two D-rings for short or long leads, MOLLE webbing for attaching flashlight and tracking devices as well as left, right and front ID tags. The vests are made from durable nylon material and has three buckles for ease of getting into, adjusting and removing. This K-9 vest provides maximum coverage to vital organs.

Financial Impact:

The total cost for the K-9 armor and accessories is \$2,156.45 and has been donated by Mr. Ware. No other costs are associated with this donation and subsequent purchase.

Recommendation:

We request that the City Commission authorized the receipt and expenditure of this donation in the manner for which they were donated.





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Items 12 | Sub
Total \$2,139.40

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Obstacle Courses
Patches
Police Service Dog Kits
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Tracking
Tugs & Training
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Basket

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Remove	Qty	Description	Total
<input type="checkbox"/>	<input type="text" value="1"/>	 TEX 10 Ballistic Vest - Medium with Spike package Black Item: MBV200HLB Price: \$999.95	\$999.95
<input type="checkbox"/>	<input type="text" value="1"/>	 TEX 10 Ballistic Vest - XL with Spike package Multicam Item: MBV200XL MC Price: \$899.95	\$899.95
<input type="checkbox"/>	<input type="text" value="1"/>	 K9 Cooling Vest Med 24-28" Girth around Chest Item: KV04 M Price: \$69.95	\$69.95
<input type="checkbox"/>	<input type="text" value="1"/>	 K9 Cooling Vest X-Large 36-40" Girth around Chest Item: KV04 XL Price: \$129.95	\$129.95
<input type="checkbox"/>	<input type="text" value="1"/>	 Coyote Brown Police ID panel 8" x 1" 8 x 2 Black Letters with Coyote Background Item: ID405 Price: \$4.95	\$39.60

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Subtotal: \$2,139.40

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\$2,156.45





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TEX 10 Ballistic Vest - Medium with Spike package



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Item Number: MBV200M

Size/Color

Black \$999.95

X2

Quantity 1

1-Med

1-XL

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Detailed Description

TEX 10 Ballistic Vest - Medium with Spike package

We've got your K-9 partner covered with our K-9 armor. With improved comfort, mobility and reduced weight, the TEX 10 K-9 armor offers outstanding functionality.

The vest features dual crowd control handles, two D-Rings for short or long leads, MOLLE webbing for attaching flashlights and tracking devices, as well as optional left, right, and front ID tags.

Made from durable nylon material, the K-9 vest has three buckles for ease of getting into, adjusting and removing. This K-9 vest provides maximum coverage to the vital organs.

Standard Features:

- Front and side ID badge attachment points
- Belly and chest coverage
- Wireless camera mount system
- Chest and side adjustment and release points
- D-Rings for short or long leads
- Dual point crowd control handles
- 3-Dimensional Spacer Mesh Lining for comfort and cooling
- Multiple sizes fitting a range of breeds

**This item will only be shipped within the Continental United States and Canada

Shipping approx \$17.05





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K9 Cooling Vest



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Item Number: KV04

Choose size Medium \$69.95

Price: Starting at \$69.95

Quantity 1

x2 \$129.95

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Detailed Description

K-9 Cooling Vest

The canine body cooling vest safely increases work tolerance time and reduces the negative effects associated with heat stress. This vest increases the efficiency of detector dogs and helps keep the canine alert and vigilant. (pictured with optional ID panels)

- Micro-mesh pockets for maximum body heat absorption
- Designed to cool a dog while working or training
- Full stomach, chest, and back coverage
- Reusable cool packs made from a non-toxic material
- Cool packs are safe, even if contents are ingested
- 3" x 2" loop Velcro area on both sides for optional ID panels

Sizing: Measure the circumference around the largest part of the dog's chest. Then the length of the dogs back. Each vest size offers several inches of girth adjustability using hook and loop velcro straps. If the dogs girth is close to the max girth it is better to go up one size.

Size	Length	Max. Girth
Small	24" to 31"	21" to 27"
Medium	28" to 35"	23" to 29"
Large	32" to 40"	27" to 35"
XL	36" to 44"	31" to 39"

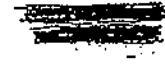
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Coyote Brown Police ID panel 8" x 2"

Item Number: ID885

Unit Price: \$4.95

Quantity 1 x 8



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Detailed Description

2" Coyote Brown I.D. Panel with Black Lettering

Our ID panels are made from quality and strong materials that offer a professional appearance for your working dog. All panels are backed with industrial strength Velcro to securely attach. Panels are a perfect fit for our Elite K-9 Harnesses and other similarly designed harnesses, as well as ID collars, pouches, and bags that Elite K-9 offers. Most are available in multiple colors.

- 8" long x 2" high
- Fits the harness models H01, H02, H017, MH01, MH02 & MH017
- Also fits the ID collar models C-ID & MC-ID.

NOTE: Although we use the very best materials to make our ID panels, it is still possible for the lettering to become worn through normal use, such as the dog going through heavy brush or the dog laying or rolling around on concrete with his harness and ID panels on. Therefore we cannot guarantee the life of the lettering.



ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO ACCEPT AND EXPEND DONATION RECEIVED FOR BULLET PROOF ARMOR FOR POLICE K-9'S.

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 2019-2020 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues – 4</u>					
2102	Patrol	Donations	72030	\$2,156.45	
<u>Expenditures – 5</u>					
2102	Patrol	Uniforms & Personal Wear	21200	\$2,156.45	

[To amend the City of Kingsville FY 19-20 Budget to accept and expend donation for bullet proof armor for Police K-9's. Funding will come from the donation 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 9th day of March 2020.

PASSED AND APPROVED on this the 23rd day of March, 2020.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #3

RESOLUTION #2020-_____

A RESOLUTION ORDERING THE EXTENSION THE LOCAL STATE OF DISASTER DECLARED BY THE MAYOR OF THE CITY OF KINGSVILLE ON MARCH 17, 2020 AND AMENDED ON MARCH 18, 2020.

WHEREAS, the COVID-19 virus mainly spreads between people who are in close contact with one another through respiratory droplets produced when an infected person coughs or sneezes and the symptoms of COVID-19 can range from mild to severe illness and cause further complications including death;

WHEREAS, the Governor of the State of Texas on March 13, 2020, under the authority of the Texas Disaster Act of 1975, issued a proclamation certifying that COVID-19 (novel coronavirus) poses an imminent threat of disaster in the state and declaring a state of disaster for all counties in Texas and directed that all necessary measures, both public and private as authorized under Section 418.015, Texas Government Code, be implemented to meet the disaster;

WHEREAS, the City of Kingsville is taking extraordinary measures to prevent the spread of this potentially devastating disease in our community; and

WHEREAS, Section 418.108 of the Texas Government Code authorizes the Mayor of the City of Kingsville, as the presiding officer of the governing body of the political subdivision, to declare a local state of disaster;

WHEREAS, on March 17, 2018 the Mayor of the City of Kingsville, issued a proclamation declaring a state of disaster for public health emergency existed for the City of Kingsville resulting from COVID-19, and revised that order on March 18, 2020;

WHEREAS, this public calamity continues to require emergency action;

WHEREAS, the Mayor and Commissioners of the City of Kingsville have determined that extraordinary measures stated in the declaration must be continued for public health and safety;

WHEREAS, I believe that the City of Kingsville's Emergency Management Plan should continue to be activated; and

WHEREAS, the conditions necessitating declaration of a state of disaster continue to exist.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF KINGSVILLE, HEREBY PROCLAIMS AND DECLARES:

Section 1. That a state of disaster declared by the Mayor on March 17, 2020 due to the public health emergency created by COVID-19, which declaration was amended on March 18, 2020, shall continue until terminated by order of the City Commission of the City of Kingsville.

Section 2. That pursuant to Section 418.108(d) of the Texas Government Code, this declaration directs the City Manager to continue with all emergency management activities and the emergency management plan; authorizes the furnishing of all aid and assistance, as deemed necessary or desirable by those administering the plans, and continues activation of the preparedness and response aspects of the plans.

Section 3. That pursuant to Section 418.108(c) of the Texas Government Code, this declaration shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

DECLARED AND ORDERED this the 23rd day of March 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

RESOLUTION #2020-_____

A RESOLUTION POSTPONING THE CITY OF KINGSVILLE GENERAL AND SPECIAL ELECTIONS FROM MAY 2, 2020 UNTIL NOVEMBER 3, 2020, WHICH IS THE NEXT UNIFORM ELECTION DATE, PURSUANT TO THE GOVERNOR'S PROCLAMATION DATED MARCH 18, 2020.

WHEREAS, the City Commission of the City of Kingsville pursuant to Article V, Section 9 of the Charter of the City of Kingsville, shall conduct, and the results canvassed and announced by the election authorities prescribed by the General Election Laws of the State of Texas, and said General Election Laws shall control in all municipal elections, except as otherwise herein provided; and

WHEREAS, a resolution ordering the General and Special Election to be held on Saturday, May 2, 2020, as prescribed by the General Election Laws of the State of Texas, was approved at the City Commission at a meeting on February 10, 2020 via Resolution #2020-11 for the purpose of electing a Mayor, four City Commissioners, (since all five commission members' terms expire in May 2020) and for Charter Amendments; and

WHEREAS, Section 41.001 (a)(2) of the Texas Election Code provides that a general or special election in this state shall be held on a uniform election date, and the next uniform election date is occurring on May 2, 2020; and

WHEREAS, Section 41.0052 of the Texas Election Code prescribes a procedure for a political subdivision to change a general election date, but the time for making such a change has expired; and

WHEREAS, Section 31.093 of the Texas Election Code requires a county elections administrator to enter into a contract to furnish election services upon request of a political subdivision; and

WHEREAS, Section 42.0621 (c) of the Texas Election Code does not require a political subdivision to enter into a contract with a county or hold a joint election with a county on the November uniform election date; and

WHEREAS, on March 13, 2020, the Governor of Texas certified that the novel coronavirus (COVID-19) poses an imminent threat of disaster and, under the authority vested in the Governor by Section 418.014 of the Texas Government Code, declared a state of disaster for all counties in Texas; and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, the Governor has the express authority to suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of a state agency if strict compliance with the provisions, orders, or rules would in any way prevent, hinder, or delay necessary action in coping with a disaster; and,

WHEREAS, the Governor signed a proclamation on March 18, 2020 suspending Sections 41.0052(a) and (b) of the Texas Election Code to the extent necessary to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and

special elections for 2020 only to the next uniform election date, occurring on November 3, 2020, without otherwise adjusting the term of office; and

WHEREAS, the Proclamation also stated that the authority ordering the election under Section 3.004 of the Texas Election Code is authorized to make the decision to postpone its election in accordance with the March 18, 2020 proclamation; and

WHEREAS, the Proclamation further stated that current office holders will hold over to the extent authorized by Article XVI, Section 17 of the Texas Constitution; and,

WHEREAS, the President declared a disaster due to the virus on March 13, 2020, the Governor declared a disaster due to the virus on March 13, 2020, and the Mayor declared a disaster due to the virus on March 17, 2020; and,

WHEREAS, there is a rapidly changing public health crisis due to the contagious novel coronavirus and the primary concern is the health and safety of voters, election workers, and our local election officials and the City desires to protect them and reduce the spread of the virus.

NOW THEREFORE, BE IT ORDAINED, by the City Commission of the City of Kingsville, Texas that the City is exercising the authority granted to it in the Proclamation from Governor Abbott dated March 18, 2020 that was filed in the Office of the Texas Secretary of State at 10 a.m. on March 18, 2020 to postpone the General and Special Election that was to be held on Saturday, May 2, 2020 for the purpose of electing a Mayor, four City Commissioners, and for Charter Amendments until Tuesday, November 3, 2020, which is the next uniform election date.

BE IT FURTHER ORDAINED that the candidate filings for the May 2, 2020 election will remain valid for the election to be held on November 3, 2020 and that the filing period will not be re-opened for the November election date.

BE IT FURTHER ORDAINED that all ABBMs for voters that are voting by mail due to being over the age of 65 or due to disability will still be valid for the postponed election, and that ABBMs for voters who submitted ABBMs based on expected absence from the county for the May 2020 election would not be valid for the postponed election in November 2020.

BE IT FURTHER ORDAINED that the major relevant dates for the November election include the voter registration deadline (October 5, 2020), the deadline to submit an ABBM (October 23, 2020), and the dates for early voting (October 19, 2020 - October 30, 2020).

BE IT FURTHER ORDAINED that a separate resolution will be considered prior to August 17, 2020 to make any necessary revisions to the City's original order of election.

BE IT FURTHER ORDAINED that in accordance with the order of this governing body, the City Secretary Mary Valenzuela posted written notice of the date, place and subject of this meeting, and said notice having been so posted and remaining posted and continuously for at least 72 hours preceding the scheduled time of said meeting.

BE IT FINALLY RESOLVED that this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by majority vote of the City Commission of the City of Kingsville, Texas this the 23rd day of March, 2020.

Sam R. Fugate, Mayor

Edna Lopez, Commissioner

Hector Hinojosa, Commissioner

Dianne Leubert, Commissioner

Arturo Pecos, Commissioner

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



GOVERNOR GREG ABBOTT

March 18, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10:00 AM '20 CLOCK

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

MAR 18 2020

Secretary of State

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation suspending Sections 41.0052(a) and (b) of the Texas Election Code and Section 49.103 of the Texas Water Code to the extent necessary to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 only to the next uniform election date, occurring on November 3, 2020, without otherwise adjusting the term of office, and suspending Sections 31.093 and 42.0621(c) of the Texas Election Code to the extent necessary to require all county election officers, if requested by an affected political subdivision, to enter into a contract to furnish election services with any political subdivision who postponed their election to November 3, 2020, under the authority of this proclamation.

The original of this proclamation is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

PROCLAMATION
BY THE
Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, Section 41.001(a)(2) of the Texas Election Code provides that a general or special election in this state shall be held on a uniform election date, and the next uniform election date is occurring on May 2, 2020; and

WHEREAS, Section 49.103 of the Texas Water Code provides that certain districts governed by this provision are required to hold director elections in May of each even-numbered year; and

WHEREAS, Section 41.0052 of the Texas Election Code prescribes a procedure for a political subdivision to change a general election date, but the time for making such a change has expired; and

WHEREAS, Section 31.093 of the Texas Election Code requires a county elections administrator to enter into a contract to furnish election services upon request of a political subdivision; and

WHEREAS, Section 42.0621(c) of the Texas Election Code does not require a political subdivision to enter into a contract with a county or hold a joint election with a county on the November uniform election date; and

WHEREAS, on March 13, 2020, the Governor of Texas certified that the novel coronavirus (COVID-19) poses an imminent threat of disaster and, under the authority vested in the Governor by Section 418.014 of the Texas Government Code, declared a state of disaster for all counties in Texas; and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, the Governor has the express authority to suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of a state agency if strict compliance with the provisions, orders, or rules would in any way prevent, hinder, or delay necessary action in coping with a disaster.

NOW, THEREFORE, I, GREG ABBOTT, Governor of Texas, under the authority vested in me by the Constitution and Laws of the State of Texas, do hereby suspend Sections 41.0052(a) and (b) of the Texas Election Code and Section 49.103 of the Texas Water Code to the extent necessary to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 only to the next uniform election date, occurring on November 3, 2020, without otherwise adjusting the term of office. I further suspend Sections 31.093 and 42.0621(c) of the Texas Election Code to the extent necessary to require all county election officers, if requested by an affected political subdivision, to enter into a contract to furnish election services with any political subdivision who postponed their election to November 3, 2020, under the authority of this proclamation.

The authority ordering the election under Section 3.004 of the Texas Election Code is the authority authorized to make the decision to postpone its election in accordance with this proclamation.

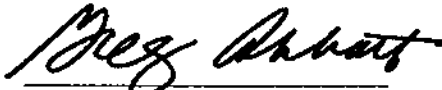
Current office holders will hold over to the extent authorized by Article XVI, Section 17 of the Texas Constitution.

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10:00AM O'CLOCK

MAR 18 2020



IN TESTIMONY WHEREOF, I
have hereto signed my name and
have officially caused the Seal of
State to be affixed at my office in the
City of Austin, Texas, this the 18th
day of March, 2020.



GREG ABBOTT
Governor of Texas

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10:00 AM O'CLOCK
MAR 18 2020

AGENDA ITEM #5

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1701 S. Brahma Blvd., Kingsville, TX 78363 Nearest Intersection Ailsie

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: 4.9888 A out of Lots 173-185, Southmore Acres Subd, City of Kingsville, Kleberg Co. TX

Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent John O'Shaughnessy Phone 512-296-7807 FAX _____

Email Address (for project correspondence only): john@commercialretailgroup.com

Mailing Address 11701 Bee Caves Road, #262 City Austin State TX Zip 78730

Property Owner Kingsville Retail Group, LP Phone 512-452-8633 FAX _____

Email Address (for project correspondence only): john@commercialretailgroup.com

Mailing Address 11701 Bee Caves Road, #262 City Austin State TX Zip 78730

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

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

Please provide a basic description of the proposed project:

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

Applicant's Signature John O'Shaughnessy Date: 5/20/20
 Property Owner's Signature John O'Shaughnessy Date: 1/30/2020
 Accepted by: _____ Date: _____



TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texas Helping Businesses & Protecting Communities

OFF-PREMISE PREQUALIFICATION PACKET

L-OFF (12/2019)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☐ Original
☐ Reinstatement ☐ Reinstatement and Change of Trade Name License/Permit Number _____
☐ Change of Location ☐ Change of Location and Trade Name License/Permit Number _____

2. Type of Off-Premise License/Permit
☐ BQ Wine and Beer Retailer's Off-Premise Permit ☐ LP Local Distributor's Permit
☒ BF Beer Retail Dealer's Off-Premise License ☐ E Local Cartage Permit
☒ P Package Store Permit ☐ ET Local Cartage Transfer Permit
☐ Q Wine Only Package Store Permit ☐ PS Package Store Tasting Permit

3. Indicate Primary Business at this Location
☐ Grocery/Market ☐ Convenience Store without Gas
☒ Liquor Store ☐ Miscellaneous _____
☐ Convenience Store with Gas

4. Trade Name of Location (Name of store, business, etc.)
MALIBOOZE LIQUOR WINE, SPIRITS, CIGARS, BEER & KEGS

5. Location Address
1701 BRAHMA BLVD Suite D

City KINGSVILLE	County KLEBERG	State TX	Zip Code 78363
6. Mailing Address 626 N 14th STREET	City KINGSVILLE	State TX	Zip Code 78363
7. Business Phone No. 361-592-6333	Alternate Phone No. 361-455-1835	E-mail Address jnhinc@sbcglobal.net	

OWNER INFORMATION

8. Type of Owner
☐ Individual ☒ Corporation ☐ City/County/University
☐ Partnership ☐ Limited Liability Company ☐ Other _____
☐ Limited Partnership ☐ Joint Venture
☐ Limited Liability Partnership ☐ Trust

9. Owner of Business /Applicant (Name of Corporation, LLC, etc.)
JNH Enterprises, INC.

PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact phone and email are mandatory and must be active and updated regularly. If additional information is needed, it will be requested from this contact person. Delays in responding to requests may delay the processing and approval of your permit/license.

10. Contact Person: Paul West	Relation to Business: Vice President
Phone (mandatory): 361-455-1835	Email (mandatory): jnhinc@sbcglobal.net

TABC DATESTAMP

11. Is the applicant, a veteran-owned business? ☐ Yes ☒ No
12. Is the applicant, a Historically Underutilized Business (HUB)? ☐ Yes ☒ No

13. As indicated on the chart, enter the individuals that pertain to your business type:

(For additional space, use Form L-OIC)

Individual/Individual Owner	Limited Liability Company/All Officers or Managers
Partnership/All Partners	Joint Venture/Venturers
Limited Partnership/All General Partners	Trust/Trustee(s)
Corporation/All Officers	City, County, University/Official

Last Name HARREL	First Name JOHN	MI N	Title PRESIDENT
Last Name WEST	First Name PAUL	MI M	Title VICE PRESIDENT
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et. seq.

14. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

15. Will your business be located within 300 feet of any private/public school? ☒ Yes ☐ No

NOTE: For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

16. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

17. Will your business be located within 1,000 feet of a public school? ☒ Yes ☐ No

PACKAGE STORE ACQUISITIONS ONLY

18. Has the business being acquired been in operation in the same county for more than one year before the acquisition? ☐ Yes ☒ No

If Yes, provide permit number for existing package store: _____

If No, this does not qualify as an acquisition, and will be considered a new location.

ALL APPLICANTS

19. CHECK HERE IF NOT IN CITY LIMITS ☐

I, the applicant, have confirmed the location is not located within city limits, therefore city certifications are not required.

COMPLETE THE FOLLOWING CHECKLIST BEFORE SUBMITTING YOUR APPLICATION

Per Sec. 102.01, a tied house is defined as any overlapping ownership between those engaged in the alcoholic beverage industry at different levels of the three-tier system. No person having an interest in a permit issued by TABC may secure or hold, directly or indirectly, an ownership interest in a business on a different level.

All required forms have been completed.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have reviewed all forms to ensure they are complete.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have obtained all required local and state certifications (pages 3-4).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All application packets have been notarized.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Phone numbers and email address for Contact Person are up to date.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All additional documentation as required by the application packets is attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If required, out of state criminal history checks are attached (PHS #7).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Certification of publication in local newspaper has been completed (page 4).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
A copy of the newspaper publication is attached (page 4).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

WARNING AND SIGNATURE

If Applicant Is/Must Sign

Individual/Individual Owner

Partnership/Partner

Limited Partnership/General Partner

Corporation/Officer

Limited Liability Company/ Officer or Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT
NAME

SIGN
HERE

TITLE

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

NOTARY PUBLIC

S E A L

CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN
HERE

City Secretary/Clerk

City

TEXAS

S E A L

CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF)

Sections 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN
HERE

County Clerk

COUNTY

S E A L

CERTIFICATE OF COUNTY CLERK (FOR BQ)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- ☐ legal sale of all alcoholic beverages for off-premise consumption
☐ legal sale of all alcoholic beverages
☐ legal sale of all alcoholic beverages except mixed beverages
☐ legal sale of all alcoholic beverages including mixed beverages
☐ legal sale of mixed beverages
☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
☐ legal sale of wine on the premises of a holder of a winery permit
☐ legal sale of beer/wine (17%) on-premise or beer/wine off-premise **AFTER** Sept. 1, 1999
☐ legal sale of beer/wine (14%) on-premise or beer/wine off-premise **BEFORE** Sept. 1, 1999

SIGN

HERE _____

County Clerk

COUNTY _____

SEAL**COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

Sections 11.46(b) & 61.42(b)

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN

HERE _____

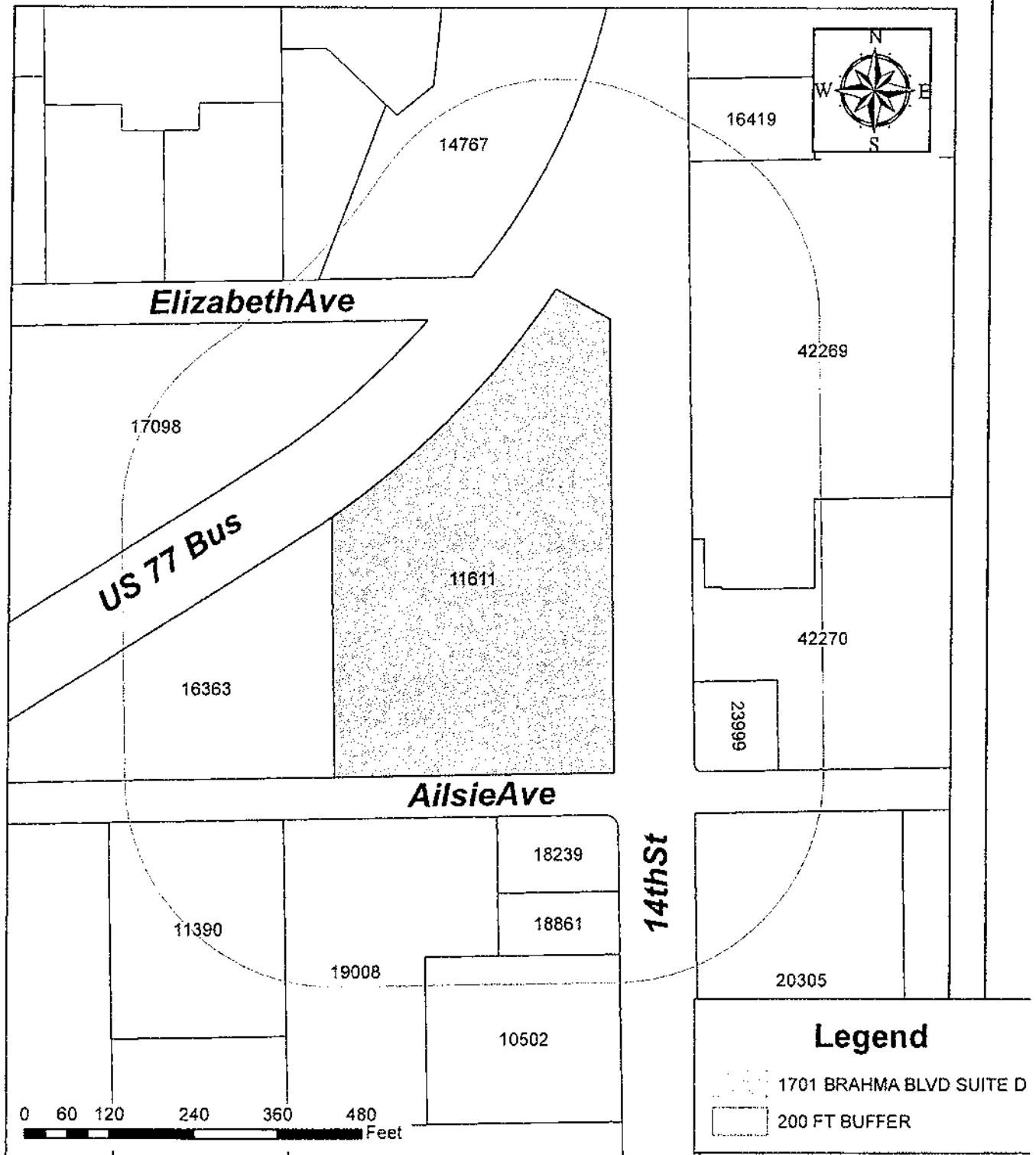
FIELD OFFICE _____

SEAL**PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)**


Sections 11.39 & 61.38

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)		
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee Sworn to and subscribed before me on this date		
Signature of Notary Public		<u>Hover over to see example</u>
SEAL		

300 ft Buffer Map of 1701 BRAHMA BLVD SUITE D



Document Path: C:\Users\resendez\Desktop\GIS\Maps\Buffer Map.mxd

Page 1/1	Drawn By: Planning Department	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055
	Last Update: 2/7/2020		
	Note:		

ROEL NUNEZ EST
MARY G DE LEON (IND EXECUTOR)
237 CANDLEWOOD
KINGSVILLE, TX 78363
#14767

ALPHA LAKE LTD
A TEXAS LIMITED PARTNERSHIP
1700 GEORGE BUSH DR E
STE 240
COLLEGE STATION, TX 77840-3351
#42269

COLONIAL ARMS KINGSVILLE
LLC
25047 TOUTANT BEAUREGARD RD
SAN ANTONIO, TX 78255
#11390

HERMAN H OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#18861

TERESA A MAYORGA
ETVIR MACARIO R
729 ELIZABETH AVE
KINGSVILLE, TX 78363-6745
#17098

COASTAL BEND COLLEGE
3800 CHARCO RD
BEEVILLE, TX 78102
#42270

CANOPY APARTMENTS LLC
255 WILDLIFE TRL
BANDERA, TX 78003
#19008

MICHAEL J KRUEGER
PO BOX 1538
KINGSVILLE, TX 78364-1538
#10502

JESUS J JAIME
ETUX GRACIELA M
PO BOX 769
KINGSVILLE, TX 78364-0769
#16363

FIRST CAPITAL BANK
% PROSP BANK ATTN ACCTNG DEPT
PO BOX G
EL CAMPO, TX 77437-1470
#23999

HARBUR & HARBUR LP
% ROBERT W HARMAN
3279 FM 1540
SANDIA, TX 78383
#18239

FIRST CHRISTIAN CHURCH
PO BOX 848
KINGSVILLE, TX 78364-0848
#20305

Garden Club talks succulent topic



Garden Club

The February meeting of the Kingsville Garden Club was held at the home of Angela Bullock in Port Neches. Hostesses for the meeting were Linda Hamilton, Debbie Brantley, Angela Bullock and Maria Velez. The program for the meeting was "Making Succulent Dish Gardens" by Maria De Leon, pictured at right. (Contributed photos)



Food Inspection Scores

Star Report The Kingsville Record

The City Health Department has released the following inspection scores for the following businesses as of Feb. 27, 2020:

Key to Legend:
 Mexico Grill: 90
 Waters of Love Soap Kitchen: 90
 Henry's Foodmart: 75
 TAMI K - Subway: 99
 Love's Truck Stop: 99
 McDonald's (408 St.): 99
 TAMI K - Revolve: 99
 Dollar General (Hueco): 99
 Sunny Markets: 99
 Kwik-E-Mart: 99
 Diamond South: 99
 Javelina Bookstore: 99
 TAMI K - Chick-Fil-A: 99
 Antiquities - North: 99
 Chavis: 99
 TAMI K - Starbucks: 99
 TAMI K - Pizza Hut: 99
 Amy's: 99
 TAMI K - Catering: 99
 Kingsville Food Mart: 99
 Super: 99
 Stop & Shop: 99

Tickets on sale for Bishop Chamber Banquet

Andrew Ruiz Reporter

Tickets are available for the upcoming 27th Annual Bishop Chamber of Commerce Banquet, set for March 18 and featuring local U.S. Army veteran Robert Ochoa as the keynote speaker.

"There's a wounded warrior and he does a lot in our community," Josh Gonzalez, executive director for the Bishop Chamber of Commerce, said.

At 6 a.m. a 1988 Buick LeSabre had graduated and driven into the

service with the U.S. Army in three tours in Afghanistan before he was wounded by an insurgent's rocket-propelled grenade (RPG) that resulted in the loss of his left hand.

"When he takes on the

challenges with the Kitchens of Columbus and coaches youth soccer, bookers ball and basketball. He also runs a local law enforcement service, American Western Law Care.

"I can't begin to understand how he's so

dedicated to the community," Gonzalez said. "He's a warrior and he's a leader."

"I served my country and when I returned, I wanted to give back to my community," he said.

The annual Bishop Chamber of Commerce

Banquet serves as both an awards function as well as a fundraiser for the Bishop Chamber of Commerce. Awards include Outstanding Citizen, Outstanding Professional, Outstanding Volunteer, Outstanding Business Service Award and the James A. Brown Award.

The Outstanding Citizen Award is named to recognize someone who has made a significant contribution to the community through civic and social activities. The Lifetime Service Award honors a

person who has remained the greatest and selfless service to the community.

The banquet will take place on March 18 at the Bishop High School cafeteria, located at 260 Bishop Drive. Tickets are \$25 and \$50. Tickets are available for \$25 and \$50. Tickets are available for \$25 and \$50.

Individual tickets are \$25 with spouse table available for \$25 and \$50. Tickets are available for \$25 and \$50. Tickets are available for \$25 and \$50.

Arts & Outdoors -am Outer Space Art Minute2Winit--pm

8am-3pm

Arts & Outdoors-am Recycled Robots Minute 2 Winit--pm

8am-3pm

Dick Kieberg Park Rec Hall 8am-3pm

Call 361-221-8705 to reserve spot limit 50 per day



WEST RUDY'S CONTROL

Start enjoying being outdoors again!

Help Spring

Protect your family and pets with our safe and effective pest control solutions against these and other potentially harmful household pests.

CALL 595-RUDY

595-5955

FISH FRY FRIDAYS

Els Lodge

Fish Fry

5:00 PM - 7:00 PM

9.00

The Elks Lodge of Kingsville will serve a delicious fish fry on Fridays for \$9.00.

Fish plates include fish, cornbread, baked beans, and a dessert. Desserts available.

The public may pick up plates or dine in at the Elks Lodge located at 1404 S. 6th Street.

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, March 23, 2020 at 5:00 P.M. to discuss and/or take action on the following item:

Request for an alcohol variance for a Beer Retail Dealer's Off-Premise License (BF) and Package Store Permit (P) and Local Distributor's Permit (LP) and Local Cartage Permit (E) and Package Store Tasting Permit (PS) for the establishment known as Mulibooze Liquor Wine, Spirits, Cigars, Beer & Kegs at 1701 Brahma Blvd Suite D, Kingsville, Texas.

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

AGENDA ITEM #6

CITY OF KINGSVILLE



MEMORANDUM

TO: Mark McLaughlin, City Manager
FROM: Deborah Balli, Finance Director
DATE: March 17, 2020
SUBJECT: Bond Refunding

Background:

The City currently has a Certificate of Obligation Series 2011 that is eligible for a bond refunding. Based on current market projections, there is an opportunity to save on interest costs and lower our payments.

Financial Impact:

If the market projections hold, then the City would realize savings on interest costs. Depending on market conditions at the time we would possibly place this refunding on the market, there would be opportunity to either move forward or pull back on this refunding. This decision would be jointly made at the recommendations of our Financial Advisors.

Recommendation:

Staff recommends moving forward with a possible bond refunding of the Certificate of Obligation Series 2011.

ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF KINGSVILLE,
TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2020", A PAYING
AGENT/REGISTRAR AGREEMENT, AND AN ESCROW AGREEMENT;
PROVIDING FOR THE SALE OF SUCH BONDS; DELEGATING AUTHORITY TO
CITY REPRESENTATIVES TO SELECT OBLIGATIONS TO BE REFUNDED AND
APPROVE FINAL TERMS OF THE BONDS; AND APPROVING ALL OTHER
MATTERS RELATED THERETO

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ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF KINGSVILLE, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2020", A PAYING AGENT/REGISTRAR AGREEMENT, AND AN ESCROW AGREEMENT; PROVIDING FOR THE SALE OF SUCH BONDS; DELEGATING AUTHORITY TO CITY REPRESENTATIVES TO SELECT OBLIGATIONS TO BE REFUNDED AND APPROVE FINAL TERMS OF THE BONDS; AND APPROVING ALL OTHER MATTERS RELATED THERETO

WHEREAS, the City of Kingsville, Texas (the "City") has been organized, created, and established pursuant to the laws of the State of Texas as a home rule city and political subdivision of the State of Texas;

WHEREAS, the City Commission of the City (the "City Commission") desires to refund certain of its outstanding bonds listed on Schedule I attached hereto;

WHEREAS, Chapter 1207, Texas Government Code, authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with a trust company or commercial bank not a depository of the City, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations (defined below);

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with such trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration, and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree, provided that such deposits may be invested and reinvested in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, and which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Obligations;

WHEREAS, the Escrow Agreement hereafter authorized constitutes an escrow agreement of the kind authorized and permitted by Chapter 1207;

WHEREAS, the City Commission of the City hereby finds and declares a public purpose and deems it advisable to refund the Refunded Obligations in order to effect present value savings; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

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

Section 1. Authorization of the Bonds and Approval Parameters. There is hereby ordered to be issued, under and by virtue of the laws of the State of Texas, including particularly Chapter 1207, Texas Government Code, as amended, a series of bonds of the City to be known as "CITY OF KINGSVILLE, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2020" (the "Bonds"), payable from ad valorem taxes as provided in this Ordinance, for the purposes of refunding the Refunded Obligations and paying costs of issuance thereof.

As authorized by Section 1207.007, Texas Government Code, the Mayor, the City Manager, and the Finance Director, each an "Authorized Representative", are hereby authorized, appointed, and designated as officers of the City authorized to act on behalf of the City in selling and delivering the

Bonds authorized herein and carrying out the procedures specified in this Ordinance, including determining the method of sale, the aggregate principal amount of each maturity of the Bonds and the rate of interest to be borne on the principal amount of each maturity, the allocation of premium generated from the sale of the Bonds, the redemption provisions therefor, any insurance provisions, the City contribution, if any, and the obligations to be refunded (the "Refunded Obligations"). Each of the above individuals, acting for and on behalf of the City, is authorized to execute the Pricing Certificate substantially in the form attached hereto as Exhibit A on or before 180 days after the adoption this Ordinance. The Bonds shall be issued in the principal amount not to exceed \$6,000,000; the maximum maturity will not exceed February 15, 2032, net present value savings on the Bonds shall be not less than 3.00%, and the net effective per annum rate, calculated in a manner consistent with the provisions with Chapter 1204 Texas Government Code, shall not exceed 5.00%. The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Initial Purchaser (hereinafter defined). Upon execution of the Pricing Certificate, it shall become a part of this Ordinance and be incorporated by reference herein, and (to the extent necessary or appropriate) Bond Counsel is authorized to complete this Ordinance to reflect such final terms.

Section 2. Date, Denominations, Numbers, and Maturities of and Interest on the Bonds.

The Bonds shall be dated April 1, 2020 and shall be in the denomination of \$5,000 or any integral multiple thereof. Interest shall commence to accrue on the Bonds on such date. The Bonds shall be in the respective denominations and principal amounts hereinafter stated, with the Initial Bond (as hereinafter defined) being number I-1 and the Definitive Bonds (as hereinafter defined) numbered consecutively from R-1 upward, payable to the Initial Purchaser (as hereinafter defined), or to the registered assigned or assignees of the Bonds or any portion or portions thereof (in each case, the "Registered Owner").

The Bonds shall mature on February 15 in each of the years and in the amounts and bear interest as set forth in the Pricing Certificate.

Section 3. General Characteristics. The Bonds shall be issued, shall be payable, shall have the characteristics, and shall be signed and executed (and the Bonds shall be sealed) all as provided, and in the manner indicated in the form set forth below.

(a) Registration, Transfer, and Exchange; Authentication: The City shall keep or cause to be kept at the designated payment office of The Bank of New York Mellon Trust Company, N. A., Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bonds (the "Register"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, and exchanges as herein provided. The Mayor and the City Secretary are authorized to enter into a Paying Agent/Registrar Agreement substantially in the form of Exhibit B attached hereto. The Paying Agent/Registrar shall obtain and record in the Register the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provide; but it shall be the duty of each Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of the Bonds shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Register during the regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange, and delivery of a substitute Bond or Bonds shall be paid as provided in the "Form of Bonds"

set forth in this Ordinance. Registration of assignments, transfers, and exchanges of Bonds shall be made in the manner provided and with the effect stated in the "Form of Bonds" set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in subsection (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any Definitive Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the forgoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds. Pursuant to Chapter 1201, Texas Government Code, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and upon the execution of said certificate, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts (the "Initial Bond").

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Owners thereof; (ii) may be transferred and assigned; (iii) may be exchanged for other Bonds; (iv) shall be administered, and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the "Form of Bonds" set forth in this Ordinance. The Initial Bond shall be delivered to the Initial Purchaser and is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each Bond issued in exchange for the Initial Bond or any Bond or Bonds issued under this Ordinance, the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the form set forth in the "Form of Bonds" in this Ordinance.

Section 4. Form of the Bonds. The Form of the Bonds, including the Form of Paying Agent/Registrar's Authentication Certificate, the Form of Statement of Insurance, the Form of Assignment, and the Form of the Comptroller's Registration Certificate to accompany the Initial Bond on the initial delivery thereof, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance:

[FORM OF THE DEFINITIVE BONDS]

FORM OF BONDS

United States of America
State of Texas
CITY OF KINGSVILLE, TEXAS
LIMITED TAX REFUNDING BOND, SERIES 2020

NUMBER
R-
REGISTERED

DENOMINATION
\$
REGISTERED

<u>DATED DATE</u>	<u>MATURITY DATE</u>	<u>DELIVERY DATE</u>	<u>INTEREST RATE (%)</u>	<u>CUSIP NO.</u>
April 1, 2020	February 15, _____	_____, 2020		496782

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS (\$_____)

THE CITY OF KINGSVILLE, TEXAS (the "City"), a home rule city and political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assignees (the "Owner") on the Maturity Date, specified above, upon presentation and surrender of this Bond at the designated payment office of The Bank of New York Mellon Trust Company, N. A., Dallas, Texas, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Delivery Date, specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check dated _____, 2020 and each February 15 and August 15 thereafter, mailed to the Owner of record as shown on the books of registration kept by the Paying Agent/Registrar (the "Register"), as of the date which is the last business day of the month next preceding the interest payment date or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar. Notwithstanding the above paying procedures, upon written request to the City and the Paying Agent/Registrar, the Owner of at least \$1,000,000 in principal amount may receive all payments of principal and interest hereon by wire transfer on each payment date. CUSIP number identification with appropriate dollar amount of payment pertaining to each CUSIP number (if more than one CUSIP number) must accompany all payments of interest and principal, whether by check or wire transfer. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Owner that no later than each principal installment payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due, in the manner set forth in the Ordinance defined below.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds, dated as of April 1, 2020 (the "Bonds") of like designation and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the Ordinance adopted by the City Commission of the City on March 23, 2020 and the "Pricing Certificate" authorized therein (together the "Ordinance"), in the original aggregate principal amount of \$_____ for the purpose of providing money for refunding certain outstanding obligations of the City described in the Ordinance and to pay costs of issuance of the Bonds by virtue of the laws of the State of Texas, including particularly Chapter 1207, Texas Government Code.

THE CITY RESERVES THE RIGHT, at its option, to redeem the Bonds maturing on or after February 15, _____ prior to their scheduled maturities, in whole or in part, in integral multiples of \$5,000 on February 15, _____, or any date thereafter, at a price of par value plus accrued interest on the principal amounts called for redemption from the most recent interest payment to the date fixed for redemption. If less than all the Bonds are redeemed at any time, the particular maturities of Bonds to be redeemed shall be selected by the City. If less than all of the Bonds of a certain maturity are to be redeemed, the particular Bond or portions thereof to be redeemed will be selected by the Paying Agent/Registrar by such random method as the Paying Agent/Registrar shall deem fair and appropriate.

IF A BOND subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

NOTICE OF ANY REDEMPTION identifying the Bonds to be redeemed in whole or in part shall be given by the Paying Agent/Registrar upon direction of the City at least 30 days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed, in whole or in part, at the address shown on the Register. Any notice given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, such Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

THE BONDS are issued pursuant to the Ordinance whereunder the City covenants to levy a continuing, direct, annual ad valorem tax on taxable property within the City, within the limitations prescribed by law, for each year while any part of the Bonds are considered outstanding under the provisions of the Ordinance, in a sufficient amount to pay interest on each Bond as it becomes due, to provide for the payment of the principal or maturing amounts, as appropriate, of the Bonds when due and to pay the expenses of assessing and collecting such tax. Reference is hereby made to the Ordinance for

provisions with respect to the custody and application of the City's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Owner.

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

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

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

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

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

CITY OF KINGSVILLE, TEXAS

/s/ Mary Valenzuela
City Secretary

/s/ Sam R. Fugate
Mayor

(SEAL)

* * *

[FORM OF INITIAL BOND]

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

NO. I-1

\$ _____

United States of America
State of Texas
CITY OF KINGSVILLE, TEXAS
LIMITED TAX REFUNDING BOND, SERIES 2020

Dated Date: APRIL 1, 2020

Delivery Date: _____, 2020

Registered Owner: _____

Principal Amount: _____ AND NO/100 DOLLARS
(\$ _____)

THE CITY OF KINGSVILLE, TEXAS (the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner, specified above, or the registered assigns thereof (the "Owner"), the Principal Amount, specified above, with principal installments payable on February 15 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

YEARS OF STATED
MATURITIES

PRINCIPAL
INSTALLMENTS (\$)

INTEREST
RATE (%)

(Information to be inserted from Pricing Certificate.)

INTEREST on the unpaid Principal Amount hereof from the Delivery Date, specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for shall be paid computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing _____, 2020.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The final payment of principal of this Bond shall be paid to the Owner upon presentation and surrender of this Bond at final maturity, at the designated payment office of The Bank of New York Mellon Trust Company, N. A., Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of principal installments and interest on this Bond shall be made by the Paying Agent/Registrar to the Owner hereof as shown by the Register kept by the Paying Agent/Registrar at the close of business on the Record Date by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, postage prepaid, on each such payment date, to the Owner hereof at its address as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The record date ("Record Date") for determining the Owner for payments hereon means the last business day of the month preceding a scheduled payment. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such payment (a "Special

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

* * *

[FORM OF REGISTRATION CERTIFICATE OF THE COMPTROLLER OF PUBLIC ACCOUNTS]

(TO BE PRINTED ON OR ATTACHED TO THE INITIAL BOND ONLY)

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts
of the State of Texas

* * *

[FORM OF AUTHENTICATION CERTIFICATE]

(TO BE PRINTED ON DEFINITIVE BONDS ONLY)

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described on the face of this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

The Bank of New York Mellon Trust Company,
N. A., as Paying Agent/Registrar

Dated _____

By _____
Authorized Representative

* * *

[FORM OF STATEMENT OF INSURANCE]

STATEMENT OF INSURANCE

[_____] , New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to The Bank of New York Mellon Trust Company, N. A., Dallas, Texas, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at law or in equity.

* * *

[FORM OF ASSIGNMENT]

ASSIGNMENT

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

/ _____ /

(Please insert Social Security or
Taxpayer Identification of Transferee)

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

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

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

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

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

UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)

under Uniform Gifts to Minors Act _____
(State)

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

* * *

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

[END OF FORMS]

Section 5. Definitions. In addition to other words and terms defined in this Ordinance (except those defined and used in Section 4), and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

"Bonds" means any bond or bonds or all of the bonds, as the case may be, of that series styled "City of Kingsville, Texas Limited Tax Refunding Bonds, Series 2020" authorized by this Ordinance.

"Bond Counsel" means Winstead PC, or such other firm of nationally recognized bond counsel appointed by the City.

"Chapter 1207" means Chapter 1207 of the Texas Government Code.

"City" means the City of Kingsville, Texas, a home-rule city and a political subdivision of the State of Texas, or any successor thereto.

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

“Defeased Bond” means any Bond, and the interest thereon, deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance.

“Definitive Bonds” means the Bonds issued in exchange for the Initial Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Escrow Agent” means The Bank of New York Mellon Trust Company, N. A., Dallas, Texas.

“Escrow Agreement” means the agreement dated as of April 1, 2020, between the City and the Escrow Agent attached hereto as Exhibit C.

“Government Obligations” means direct noncallable obligations of the United States, including (i) obligations that are unconditionally guaranteed by the United States; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm of not less than “AAA” or its equivalent, or (iv) any other obligation authorized by Section 1207.062(b), Texas Government Code.

“Initial Bond” means the Bond registered by the Comptroller of Public Accounts of the State of Texas as described in Section 11 hereof.

“Initial Purchaser” means the entity named in the Pricing Certificate.

“Insurer” means _____, a New York stock insurance company, or any successor thereto or assignee thereof.

“Interest Payment Date” means, when used in connection with any Bond, _____ and each February 15 and August 15 thereafter until maturity.

“Official Statement” means the disclosure document describing the Bonds dated the date of the Pricing Certificate.

“Ordinance” means this “Ordinance Authorizing the Issuance of “City of Kingsville, Texas Limited Tax Refunding Bonds, Series 2020”, a Paying Agent/Registrar Agreement, and an Escrow Agreement; Providing for the Sale of Such bonds; Delegating Authority to City Representatives to Select Obligations to be Refunded and Approve Final Terms of the Bonds; and Approving All Other Matters Related Thereto” adopted by the City Commission of the City on March 23, 2020.

“Owner” means any person who shall be the registered owner of any outstanding Bonds as shown on the Register.

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

"Paying Agent/Registrar Agreement" means the agreement, dated April 1, 2020, between the Paying Agent/Registrar and the City relating to the registration, authentication, and transfer of the Bonds, attached hereto as Exhibit B.

"Policy" means the policy of municipal bond insurance relating to the Bonds issued on the delivery date by the Insurer.

"Pricing Certificate" means the certificate substantially in the form of Exhibit A.

"Purchase Contract" means the purchase contract between the City and the Underwriters as approved by an Authorized Representative.

"Record Date" means the last business day of the calendar month next preceding the applicable Interest Payment Date.

"Refunded Obligations" means the obligations described in Schedule I and as finalized in the Pricing Certificate.

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

"Underwriters" means the Initial Purchaser and the syndicate of underwriters named in the Pricing Certificate, if any.

Section 6. Interest and Sinking Fund and Tax Levy. A special "Interest and Sinking Fund" is hereby confirmed and shall be maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City and shall be used only for paying the interest on and principal of the Bonds. Accrued interest received from the Initial Purchaser of the Bonds and the net proceeds of all ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the principal of or interest on or maturing amounts of (as appropriate) the Bonds are outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds and the principal on the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); the tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City, for each year while any of the Bonds are outstanding and unpaid, and the tax shall be assessed and collected each year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment.

Section 7. Investments and Security. (a) Investment of Funds. The City may place money in the Interest and Sinking Fund in time or demand deposits or invest such money as authorized by law at the time of such deposit. Obligations purchased as an investment of money in a fund shall be deemed to be part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of any money in the Interest and Sinking Fund shall be retained therein. It is provided, however, that any interest earnings on proceeds of the Bonds which are required to be rebated to the United States of America in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

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

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

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

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

(b) Specific Covenants. The City covenants and represents that, while the Bonds are outstanding and unpaid, it will:

(i) Levy an ad valorem tax that will be sufficient to provide funds to pay the current interest on the Bonds and to provide the necessary sinking fund, all as described in this Ordinance; and

(ii) Keep proper books of record and accounts in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the funds created pursuant to this Ordinance, and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request from any Owner.

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

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

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

(iii) To take any action to assure that in the event that the "private business use" described in paragraph (ii) hereof exceeds 5% of the proceeds of the Bonds or the projects

financed therewith, then the amount in excess of 5% is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

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

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

(vi) Except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds.

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

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

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

(x) To comply with information reporting requirements of section 149(e) of the Code.

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

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

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

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

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

Section 9. Paying Agent/Registrar. The Paying Agent/Registrar is hereby appointed as paying agent for the Bonds. The principal of the Bonds and the accrued interest on the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America, which, on the date of payment, is legal tender for the payment of debts due the United States of America, as described in the Form of Bonds in Section 4 hereof.

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

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the Register at one of its designated payment offices in Texas in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Ordinance.

The City may at any time and from time to time appoint another Paying Agent/Registrar in substitution for the previous Paying Agent/Registrar provided that any such Paying Agent/Registrar shall be a national or state banking institution, shall be an association or a corporation organized and doing business under the laws of the United States of America or any state, authorized under such laws to exercise trust powers, shall be subject to supervision or examination by federal or state authority, and shall be authorized by law to serve as a paying agent/registrar. In such event, the City shall give notice by United States mail, first-class, postage prepaid to each Owner. Any bank or trust company with or into which any Paying Agent/Registrar may be merged or consolidated, or to which the assets and business of Paying Agent/Registrar may be sold or otherwise transferred, shall be deemed the successor of such Paying Agent/Registrar for the purposes of this Ordinance.

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

Section 10. Successor Registrar, Successor Paying Agent. The City covenants with the registered owners of the Bonds that prior to the time all of the Bonds have been finally retired, the City will provide competent and legally qualified persons to act as and perform the services of paying agent and as registrar for the Bonds under this Ordinance. The City reserves the right to, and may, at its option, change the Paying Agent/ Registrar with respect to the Bonds upon not less than 60 days written notice to the Paying Agent/Registrar. Any Paying Agent/Registrar may resign and be discharged of its respective duties under this Ordinance by written resignation filed with the City not less than 60 days before the date such resignation is to take effect. In the event that the person at any time acting as a Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified national or state banking institution organized and doing business under the laws of the United States of America or the State of Texas, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, to act as such Paying Agent/Registrar, under this Ordinance. Upon any change in a Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in a Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, postage prepaid which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

Section 11. Initial Bond; Exchange or Transfer of Bonds. Initially, one Bond (the "Initial Bond") numbered I-1 and being in the principal amount, respectively, as shown in Section 2 for each year of maturity, and representing the entire principal amount of Bonds shall be registered in the name of the Initial Purchaser or the designee thereof and shall be executed and submitted to the Attorney General of Texas for approval, and thereupon certified by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, by manual signature. At any time thereafter, the Owner may deliver the Initial Bond to the Paying Agent/Registrar for exchange, accompanied by instructions from the Owner or such designee designating the person, maturities, and principal amounts to and in which the Initial Bond are to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than 72 hours, register and deliver such Bonds upon authorization of the City as provided in such instructions.

Each Bond shall be transferable within 72 hours after request, but only upon the presentation and surrender thereof at the designated payment office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in the form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible and under reasonable circumstances within three business day after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations, of the same maturity, in the appropriate principal amount, and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the appropriate corporate trust office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount or maturing amounts, as appropriate, equal to the unpaid principal amount or maturing amount of the Bond or Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver

exchange Bonds in accordance with this Ordinance and each Bond so delivered shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

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

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

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

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

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

Section 13. City Officers' Duties. (a) Issuance of Bonds. The Mayor of the City shall submit the Initial Bond, the record of the proceedings authorizing the issuance of the Bonds, and any and all

necessary orders, certificates, and records to the Attorney General of the State of Texas for his investigation. After obtaining the approval of the Attorney General, the Mayor of the City shall cause the Initial Bond to be registered by the Comptroller of Public Accounts of the State of Texas. The officers or acting officers of the City are authorized to execute and deliver on behalf of the City such certificates and instruments as may be necessary or appropriate prior to the delivery of and payment for the Bonds to and by the Initial Purchaser.

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

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

Section 15. Notice to Owners. Except as may be otherwise provided in this Ordinance, where this Ordinance provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner, at the address of such Owner as it appears in the Register. Neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Owner of Bonds shall affect the sufficiency of such notice with respect to all other Owners. Wherever this Ordinance provides for notice in any manner, such notice may be waived in writing by the entity entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the City, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

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

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

satisfaction of the loss, theft, or destruction and of the ownership of such Bond. In every case of damage or mutilation of a Bond, the applicant shall surrender the Bond so damaged or mutilated to the Paying Agent/Registrar.

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

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

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

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

Section 17. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof or interest thereon, if applicable, becomes due, either at maturity or otherwise, or if any check or draft representing payment of principal of or interest on the Bonds shall not be presented for payment, if funds sufficient to pay the principal of or interest on such Bond shall have been made available by the City to the Paying Agent/Registrar for the benefit of the Registered Owner thereof, all liability of the City to the Registered Owner thereof for the payment of the principal of or interest on such Bond shall cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds in trust, uninvested and without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance with respect to the principal of or interest on such Bond. To the extent applicable, the Paying Agent/Registrar shall hold and apply any such funds in accordance with Title 6, Texas Property Code, and shall comply with the reporting requirements of Chapter 74, Texas Property Code, or to the extent such provisions do not apply to the funds, such funds will be paid by the Paying Agent/Registrar Agreement to the City upon receipt by the Paying Agent/Registrar of a written request thereof from the City.

Section 18. Redemption. The Bonds are subject to optional redemption as described in the FORM OF BOND.

Section 19. Defeasance. (a) Except to the extent provided in subsection (c) of this Section, any Bond, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance (a "Defeased Bond") when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity, redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof

(including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061(a), Texas Government Code, as amended (a "Depository"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, as amended, for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment or (B) Government Obligations, which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment or redemption of any Defeased Bond. To cause a Bond scheduled to be paid or redeemed on a date later than the next scheduled interest payment date on such Bond to become a Defeased Bond, the City must, with respect to the Deposit, enter into an escrow or similar agreement with a Depository.

In connection with any defeasance of the Bonds, the City shall cause to be delivered either: (i) a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Defeased Bonds in full on the maturity or redemption date thereof ("Verification"); or (ii) a certificate from the Mayor or the City's financial advisor certifying that the amount deposited with a Depository is sufficient to pay the Defeased Bonds in full on the maturity or redemption date thereof. In addition to the required Verification or certificate, the City shall also cause to be delivered an opinion of nationally recognized bond counsel to the effect that the Defeased Bonds are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Bonds. The Verification, if any, and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the Paying Agent/Registrar and the City. The Bonds shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

At such time as a Bond shall be deemed to be a Defeased Bond hereunder, and all herein required criteria have been met, such Bond and the interest thereon shall no longer be outstanding or unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Ordinance, and such principal and interest shall be payable solely from the Deposit of money or Government Obligations.

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

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

Section 20. Ordinance a Contract; Amendments. This Ordinance shall constitute a contract with the Owners, from time to time, of the Bonds, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Bond remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, amend, change, or modify this Ordinance as may be required (a) by the provisions hereof; (b) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein; or (c) in connection with any other change which is not to the prejudice of the Owners. The City may, with the written consent of the Owners of the majority in aggregate principal amount of Bonds then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of all of the

Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds or reduce the principal amount thereof or the rate of interest thereon; (ii) give any preference to any Bond over any other Bond; (iii) extend any waiver of default to subsequent defaults; or (iv) reduce the aggregate principal amount of Bonds required for consent to any such amendment, change, modification, or rescission. When the City desires to make any amendment or addition to or rescission of this Ordinance requiring consent of the Owners, the City shall cause notice of the amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

Section 21. Sale and Delivery of the Bonds. (a) The sale of the Bonds to the Initial Purchaser pursuant to the Pricing Certificate and the Purchase Contract is hereby confirmed and delivery of the Bonds to the Initial Purchaser shall be made as soon as practicable after the adoption of this Ordinance, upon payment therefor, in accordance with the Purchase Contract. The Authorized Representatives are hereby authorized to sign and deliver the Purchase Contract.

(b) Approval of Official Statement. An Authorized Representative is hereby directed to approve the form and content of the Official Statement relating to the Bonds and any addenda, supplement, or amendment thereto, and approve the distribution of such Official Statement in the reoffering of the Bonds by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The form and content of and the distribution and use of the Preliminary Official Statement as approved by an Authorized Representative is approved.

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

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

Section 22. Use of Proceeds. The proceeds from the sale of the Bonds shall be as follows: (i) the amount specified in the Pricing Certificate, shall be deposited to credit of the Escrow Fund which proceeds, together with other funds on deposit therein and received from the investment thereof, shall be used to retire the Refunded Obligations; (ii) accrued interest, if any, shall be deposited in the Interest and Sinking Fund in the amount specified in the Pricing Certificate; and (iii) the amount specified in the Pricing Certificate of the proceeds will be used to pay costs of issuance of the Bonds.

Section 23. Municipal Bond Insurance Policy. Concurrently with the issuance of the Bonds, the Insurer will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy") which is hereby authorized and approved. The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due. To that end, for so long as said Policy is in effect, the requirements of the Insurer, as a condition to the issuance of said Policy, to be attached as Exhibit "F" are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary.

Section 24. Matters Related to Refunding. (a) In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, the Authorized Representative and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the payment of the Refunded Obligations, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

(b) The Escrow Agreement, attached hereto as Exhibit "C", is hereby approved and may be executed and delivered on behalf of the City. To assure the purchase of the Escrowed Securities referred to in the Escrow Agreement, the Authorized Representative and the Escrow Agent are hereby authorized to subscribe for, agree to purchase, and purchase non-callable obligations of the United States of America, in such amounts and maturities and bearing interest at such rates as may be provided for in the Report referred to in the Escrow Agreement, and to execute any and all subscriptions, purchase agreements, commitments, letters of authorization, and other documents necessary to effectuate the foregoing, and any actions heretofore taken for such purpose are hereby ratified and approved.

(c) The Refunded Obligations are subject to redemption prior to their stated maturities at the price of par plus accrued interest to the date of redemption. The City hereby orders that the Refunded Obligations be called for redemption on the date set forth in the Notice of Redemption in Exhibit D attached hereto, which is incorporated herein by reference for all purposes, and such order to redeem the Refunded Obligations on such dates shall be irrevocable upon delivery of the Bonds.

Section 25. Continuing Disclosure Undertaking. (a) Annual Reports. The City will provide certain updated financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") pursuant to its Electronic Market Access System ("EMMA"). The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in this Official Statement under Tables numbered 1 through 6 and 8 through 10 and in Appendix B. The City will update and provide this information within six months after the end of each fiscal year ending in and after 2020. The financial information and operating data to be provided may be set forth in full in one or more publicly available documents, as permitted by SEC Rule 15c2-12 (the "Rule"). The updated information will include audited financial statements, if the City commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time and audited financial statements when and if such audited financial statements become available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B or such other accounting principles as the City may be required to employ from time to time pursuant to State law or regulation.

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

(b) Notice of Occurrence of Certain Events. The City will file with the MSRB notice of any of the following events with respect to the Bonds in a timely manner (and not more than 10 business days after occurrence of the event): (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form

5701-TEB), or other material notices or determinations with respect to the federal income tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a debt obligation or a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation of the City, or a guarantee of any such debt obligation or derivative instrument, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the City, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the City, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur; the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City. The City intends the words used in clauses (15) and (16) and the definition of financial obligation in this section to have the meanings ascribed to them in the Securities and Exchange Commission (the "SEC") Release No. 34-83885, dated August 20, 2018.

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

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

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

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

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

Section 26. Perfection of Security. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the proceeds of ad valorem taxes thereto, and such pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the ad valorem tax proceeds is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in such pledge, the City agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

Section 27. Further Procedures. The Mayor and the City Secretary of the City and all other officers, employees, attorneys, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the Pricing Certificate, the Escrow Agreement, and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. Prior to the initial delivery of the Bonds, the Mayor and the City Secretary of the City and Bond Counsel to the City are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Attorney General of the State of Texas.

Section 28. Attorney General Examination Fee. The City recognizes that under Section 1202.004, Texas Government Code, the Attorney General of Texas requires a nonrefundable examination fee be paid at the time of submission of the transcript of the proceedings authorizing the Bonds and that, based upon the principal amount of the Bonds, such fee is the lesser of one-tenth of one percent of the principal amount of the Bonds or \$9,500.00. Bond Counsel is accommodating the City by paying such fee upon such submission of such transcript. Officials of the City are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Bonds are ever delivered and such amount is hereby appropriated from available funds for such purpose. The City is also authorized to reimburse the fund used for such repayment with proceeds of the Bonds.

Section 29. Miscellaneous Provisions. (a) General. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns. Reference herein to any article, section, subsection or other subdivision, as applicable, unless specifically stated otherwise, means the article, section, subsection or other subdivision, as applicable, of this Ordinance.

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

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

(d) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

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

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

(g) Immediate Effect. Notwithstanding any charter provision or other laws, this Ordinance shall be immediately effective upon its adoption by the City Commission.

PASSED AND APPROVED on first and final reading by the City Commission of the City of Kingsville this March 23, 2020.

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

ATTEST:

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

SCHEDULE I
CANDIDATES FOR REFUNDED OBLIGATIONS
CITY OF KINGSVILLE, TEXAS
Certificates of Obligation, Series 2011

MATURITY DATES (February 15)	INTEREST RATES (%)	PRESENT CUSIP NUMBERS	PRINCIPAL AMOUNT REDEEMED (\$)	CALL DATE
2021	4.000	496782LV3	390,000	08/01/2020
2022	4.000	496782LW1	405,000	08/01/2020
2023	4.000	496782LX9	425,000	08/01/2020
2024	4.000	496782LY7	440,000	08/01/2020
2025	4.000	496782LZ4	455,000	08/01/2020
2026	4.000	496782MA8	475,000	08/01/2020
2027	4.100	496782MB6	490,000	08/01/2020
2028	4.200	496782MC4	515,000	08/01/2020
2029	4.300	496782MD2	460,000	08/01/2020
2030	4.400	496782ME0	475,000	08/01/2020
2031	4.500	496782MF7	495,000	08/01/2020
2032	4.600	496782MG5	525,000	08/01/2020

EXHIBIT A

PRICING CERTIFICATE

The undersigned, being an Authorized Representative of the City of Kingsville, Texas, pursuant to Section 1 of the Ordinance adopted on March 23, 2020 (the "Ordinance") authorizing the issuance of "CITY OF KINGSVILLE, TEXAS LIMITED TAX REFUNDING BONDS, SERIES 2020" (the "Bonds") does hereby approve the following terms of the Bonds:

1. The Bonds have been sold to _____, as Initial Purchaser, and as representative of a syndicate of underwriters including _____.

2. The total principal amount of the Bonds is \$_____.

3. The purchase price for the Bonds is \$_____ (representing the principal amount of the Bonds of \$_____ plus a premium of \$_____, and less an Underwriters' discount of \$_____).

4. The refunding will result in a net present value savings of approximately \$_____ or _____% and a gross savings of \$_____. The net effective per annum rate is _____% which is less than 5.00% as provided in the Ordinance.

5. The maturity dates, principal amounts, and interest rates for the Bonds are as set forth below:

<u>Maturity (8/01)</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate (%)</u>
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

6. The Bonds scheduled to mature on or after February 15, 20__, are subject to redemption, in whole or in part, prior to their scheduled maturities, at the option of the City, in the principal amounts of \$5,000 or any integral multiple thereof, on February 15, 20__, or any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

7. The Refunded Obligations are approved as set forth below:

<u>Name of Issue</u>	<u>Maturities Refunded</u>	<u>Principal Amount (\$)</u>	<u>Redemption Date</u>
Certificates of Obligation, Series 2011			
	08/01/2021	390,000	08/01/2020
	08/01/2022	405,000	08/01/2020
	08/01/2023	425,000	08/01/2020
	08/01/2024	440,000	08/01/2020
	08/01/2025	455,000	08/01/2020
	08/01/2026	475,000	08/01/2020
	08/01/2027	490,000	08/01/2020
	08/01/2028	515,000	08/01/2020
	08/01/2029	460,000	08/01/2020
	08/01/2030	475,000	08/01/2020
	08/01/2031	495,000	08/01/2020
	08/01/2032	525,000	08/01/2020

8. The Bonds shall be insured by _____, a New York stock insurance company, or any successor thereto or assignee thereof.

9. Proceeds from the sale of the Bonds (net underwriters' discount) shall be applied as follows: \$_____ shall be deposited into the Escrow Fund to refund the Refunded Obligations, \$_____ shall be used to pay costs of issuance of the Bonds, \$_____ shall be used to pay the cost of insuring the Bonds, and \$_____ representing a rounding amount shall be deposited in the Interest and Sinking Fund.

10. Allocation of premium: (net underwriters' discount): \$_____ to pay costs of issuance, \$_____ representing a rounding amount deposited to the Interest and Sinking Fund, and the balance deposited into the Escrow Fund.

11. The terms of sale of the Bonds are the most reasonable and advantageous and are in the best interest of the City.

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EXECUTED AND DELIVERED this _____.

CITY OF KINGSVILLE, TEXAS

Finance Director

EXHIBIT B

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of April 1, 2020 (the "Agreement"), by and between the CITY OF KINGSVILLE, TEXAS (the "City"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N. A., Dallas, Texas, a banking association duly organized and existing under the laws of the United States of America (the "Bank").

RECITALS

WHEREAS, the City has duly authorized and provided for the issuance of its "City of Kingsville, Texas Limited Tax Refunding Bonds, Series 2020" (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

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

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

In addition, the City agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. PAYING AGENT

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

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

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

ARTICLE IV. REGISTRAR

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

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

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

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

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

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

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

Section 4.03. List of Security Holders. The Bank will provide the City at any time requested by the City, upon payment of the required fee, a copy of the information contained in the Security Register. The City may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

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

Section 4.04. Return of Cancelled Bonds. The Bank will, at such reasonable intervals as it determines, surrender to the City, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.05. Mutilated, Destroyed, Lost or Stolen Securities. The City hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and

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

Section 4.06. Transaction Information to City. The Bank will, within a reasonable time after receipt of written request from the City, furnish the City information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE V. THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof. The Bank is also authorized to transfer funds relating to the closing and final delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the City's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the financial advisor or the City as the final closing memorandum. The Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Transfer of Funds. The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the City as prepared by the City's financial advisor or other agent.

Section 5.03. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

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

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

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

report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by City.

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

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

Section 5.04. Recitals of City. The recitals contained herein with respect to the City and in the Securities shall be taken as the statements of the City, and the Bank assumes no responsibility for their correctness.

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

Section 5.05. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledge of Securities and may otherwise deal with the City with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.06. Money Held by Bank. A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the City and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

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

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

Subject to the unclaimed property laws of the State of Texas and any provisions in the Ordinance to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the issuer, and the Holder of such Security shall thereafter look only to the City for payment thereof, and all liability of the Bank with respect to such

money shall thereupon cease. If the City does not elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code, as amended.

Section 5.07. Indemnification. To the extent permitted by law, the City agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.08. Interpleader. The City and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the City are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The City and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.09. Depository Trust Company Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," currently in effect, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.10. Reporting Requirements of Paying Agent/Registrar. To the extent required by the Code and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the City, to report to the owners of the Bonds and the Internal Revenue Service (i) the amount of "reportable payments", if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Bonds and (ii) the amount of interest or amount treating as interest on the Bonds and required to be included in gross income of the owner thereof.

ARTICLE VI. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.11. Anti-Boycott Verification. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Escrow Agent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

Section 6.12. Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Escrow Agent nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

Section 6.13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

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

Attest:

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

By _____

By _____

Title _____

Title _____

Address: 2001 Bryan Street 10th Floor
Dallas, Texas 75201

(BANK SEAL)

Attest:

CITY OF KINGSVILLE, TEXAS

By _____

By _____

City Secretary

Mayor

Address: 400 West King Avenue
Kingsville, Texas 78363

(CITY SEAL)

SCHEDULE A

Paying Agent/Registrar Fee Schedule

EXHIBIT C

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of April 1, 2020 (herein, together with any amendments or supplements hereto, called the "Agreement"), entered into by and between the CITY OF KINGSVILLE, TEXAS (the "City"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N. A., Dallas, Texas, a national banking association, as escrow agent (herein, together with any successor in such capacity, called the "Escrow Agent").

WITNESSETH:

WHEREAS, the City has heretofore issued and there presently remain outstanding the obligations (collectively the "Refunded Obligations") of the City listed and described in the Verification Report of The Arbitrage Group, Inc. (the "Report") relating to the Refunded Obligations, as Exhibit "A," attached hereto and made a part hereof;

WHEREAS, the Refunded Obligations are scheduled to mature or have been called for early redemption in such years, bear interest at such rates, and are payable at such times and in such amounts as are set forth in the Report;

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity dates or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose;

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with any place of payment (paying agent) for any of the Refunded Obligations, or with a trust company or commercial bank that does not act as a depository for the City, and such deposit, if made before the payment dates of the Refunded Obligations and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207 (specifically, Section 1207.062, Texas Government Code) further authorizes the City to enter into an escrow agreement with the paying agent for any of the Refunded Obligations, trust company, or commercial bank with respect to the safekeeping, investment, administration, and disposition of any such deposit, upon such terms and conditions as the City and such paying agent may agree, provided that such deposits may be invested only in direct obligations of the United States of America, including obligations, the principal of and interest on which are unconditionally guaranteed by the United States of America, and which may be in book entry form, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Obligations when due;

WHEREAS, U. S. Bank, N. A. is the paying agent for the Refunded Obligations (the "Paying Agent");

WHEREAS, the Escrow Agent is a trust company or commercial bank and does not act as depository for the City, and this Agreement constitutes an escrow agreement of the kind authorized and required by Chapter 1207;

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the other places of payment, if any, for the Refunded Obligations the amounts required to provide for the payment of the principal of and interest on such obligations when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement;

WHEREAS, the issuance, sale, and delivery of the "City of Kingsville, Texas Limited Tax Refunding Bonds, Series 2020" (the "Bonds"), have been duly authorized for the purpose, among others, of obtaining the funds required to provide for the payment of the principal of the Refunded Obligations at their respective maturity or redemption dates and the interest thereon to such maturity or redemption dates;

WHEREAS, the City desires that, concurrently with the delivery of the Bonds to the initial purchaser thereof, a portion of the proceeds of the Bonds shall be applied to purchase certain "Escrowed Securities" (as herein defined) for deposit to the credit of the Escrow Fund created pursuant to the terms of this Agreement and to establish a beginning cash balance (if needed) in such Escrow Fund;

WHEREAS, the Escrowed Securities shall mature and the interest thereon shall be payable at such times and in such amounts as will provide moneys which, together with cash balances from time to time on deposit in the Escrow Fund, will be sufficient to pay the interest on the Refunded Obligations as it accrues and becomes payable and the principal of the Refunded Obligations on their maturity dates or redemption dates;

WHEREAS, to facilitate the receipt and transfer of proceeds of the Escrowed Securities the City desires to establish the Escrow Fund at the designated office of the Escrow Agent; and

WHEREAS, the Escrow Agent hereby acknowledges its acceptance of the terms and provisions hereof.

NOW, THEREFORE, in consideration of the mutual undertakings, promises, and agreements herein contained, the sufficiency of which hereby is acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Obligations, the City and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

"Beginning Cash Balance" means the funds described in the Report attached to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings, and court decisions thereunder.

"Escrow Fund" means the fund created in Section 3.01 of this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

"Escrowed Securities" means direct, noncallable obligations of the United States of America, including noncallable obligations of which the full and timely payment of the principal and interest are unconditionally guaranteed by the United States of America, that mature and/or bear interest payable at

such times and in such amounts sufficient without reinvestment to provide for the scheduled payment of the principal of and interest on the Refunded Obligations. Investments in mutual funds and unit investment trusts are prohibited.

Section 1.02. Other Definitions. The terms "Agreement," "City," "Escrow Agent," "Refunded Obligations," "Refunded Obligations Paying Agent", "Report," and "Bonds," when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the refunding of the Refunded Obligations in accordance with applicable law.

ARTICLE II. DEPOSIT OF FUNDS AND ESCROWED SECURITIES IN THE ESCROW FUND

Concurrently with the sale and delivery of the Refunding Obligations, the City shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds and Escrowed Securities described in the Report, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the City in writing.

ARTICLE III. CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent hereby creates on its books a special trust and irrevocable escrow fund to be known as "City of Kingsville, Texas Limited Tax Refunding Bonds, Series 2020 Escrow Fund" (the "Escrow Fund") for the purpose of paying the principal of and interest on the Refunded Obligations, as described in the Report, in order to make firm banking arrangements therefor. The Escrow Agent hereby agrees that upon receipt thereof it will deposit to the credit of the Escrow Fund the Beginning Cash Balance and the Escrowed Securities described in the Report. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (i) shall be the property of the Escrow Fund, (ii) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (iii) to the extent needed to pay the principal and interest requirements on the Refunded Obligations, are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Obligations, any balance then remaining in the Escrow Fund shall be transferred to the City, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer to the Refunded Obligations Paying Agent, from the cash balances from time to time on deposit in the Escrow Fund, the amounts required to pay the principal of the Refunded Obligations at their respective maturity date or dates as of which such Refunded Obligations have been called for earlier redemption, and interest thereon when due, in the amounts and at the times shown in the Report.

Section 3.03. Sufficiency of Escrow Fund. The City represents that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Refunded Obligations Paying Agent, at the times and in the amounts required to pay the interest on the

Refunded Obligations as such interest comes due and the principal of the Refunded Obligations as such principal comes due, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Refunded Obligations Paying Agent to make the payments set forth in Section 3.02 hereof, the City shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional moneys in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the City's failure to make additional deposits thereto.

Section 3.04. Trust Funds. The Escrow Agent shall hold at all times the Escrow Fund, the Escrowed Securities, and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Obligations, and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Obligations shall be entitled to a preferred claim and first lien upon the Escrowed Securities, the proceeds thereof, and all other assets of the Escrow Fund. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right or title with respect thereto except as a trustee and Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the City or, except to the extent expressly herein provided, by a place of payment for the Refunded Obligations.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a pledge of direct noncallable obligations of, or noncallable obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE IV. LIMITATION ON INVESTMENTS

Section 4.01. In General. Except as provided in Section 4.02, 4.02, 4.03, and 4.04 hereof, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions for the Escrowed Securities, or to sell, transfer, or otherwise dispose of such Escrowed Securities.

Section 4.02. Reinvestment of Certain Cash Balances in Escrow by Escrow Agent. In addition to the Escrowed Securities listed in the Report, the Escrow Agent shall reinvest cash balances shown in the Report in United States Treasury Obligations – State and Local Government Series with an interest rate equal to zero percent (0%) to the extent such Obligations are available from the Department of the Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on Escrowed Securities that are United States Treasury Certificates of Indebtedness, Notes or Bonds – State and Local Government Series. All such re-investments shall be acquired on and shall mature on the dates shown on the Report.

Section 4.03. Substitutions and Reinvestments. At the discretion of the City, the Escrow Agent shall reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities, or redeem the Escrowed Securities and reinvest the proceeds thereof or hold

such proceeds as cash, together with other moneys or securities held in the Escrow Fund provided that the City delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that, after such substitution or reinvestment, the principal amount of the securities in the Escrow Fund (which shall be noncallable, not pre-payable direct obligations of the United States of America), together with the interest thereon and other available moneys, will be sufficient to pay, without further investment or reinvestment, as the same become due in accordance with the Report, the principal of, interest on and premium, if any, on the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution or reinvestment will not cause the Refunded Obligations to be "arbitrage bonds" within the meaning of section 103 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Refunded Obligations subject to federal income taxation, and (b) such substitution or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the direction of the City.

Section 4.04. Substitution for Escrowed Securities. Concurrently with the initial deposit by the City with the Escrow Agent, but not thereafter, the City, at its option, may substitute cash or non-interest bearing direct noncallable and not pre-payable obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof, and for which there are no payments other than the payment made on the maturity date) (the "Substitute Obligations") for non-interest bearing Escrowed Securities, if any, but only if such Substitute Obligations

- (a) are in an amount, and/or mature in an amount, which is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted,
- (b) mature on or before the maturity date of the obligation listed in the Report for which such Substitute Obligation is substituted, and
- (c) produce the amount necessary to pay the interest on and principal of the Refunded Obligations, as set forth in the Report, as verified by a certified public accountant or a firm of certified public accountants.

If, concurrently with the initial deposit by the City with the Escrow Agent, any such Substitute Obligations are so substituted for any Escrowed Securities, the City may, at any time thereafter, substitute for such Substitute Obligations the same Escrowed Securities for which such Substitute Obligations originally were substituted.

Section 4.05. Excess Balances. Except with respect to final transfers of amounts held in the Escrow Fund (which shall be controlled by Section 3.01), the Escrow Agent shall transfer excess amounts held in the Escrow Fund to or on the order of the City provided that the City delivers to the Escrow Agent the following:

(1) an opinion by an independent certified public accountant that, after the transfer of the excess amounts, the principal amount of securities in the Escrow Fund, together with the interest thereon and other available money then held in the Escrow Fund, will be sufficient, without reinvestment, to pay on the Redemption Date the principal of and interest on the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized bond counsel to the effect that (a) such transfer will not make the interest on the Refunding Obligations or the Refunded Obligations relating to such Escrow Fund subject to federal income taxation, and (b) such transfer complies with the laws of the State of Texas and with all relevant documents relating to the issuance of such Refunded Obligations and the Refunding Obligations.

Section 4.06. Arbitrage. The City hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunding Obligations or Refunded Obligations to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V. APPLICATION OF CASH BALANCES

Except as provided in Sections 3.02, 4.02, 4.03, and 4.04 hereof, no transfers or re-investments shall be made of cash balances in the Escrow Fund.

ARTICLE VI. RECORDS, REPORTS AND NOTICES

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations, and application of the moneys and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the City and the owners of the Refunded Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent at least annually shall prepare and send to the City a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the respective Escrow Fund for payments on the Refunded Obligations or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII. CONCERNING THE PAYING AGENTS AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Obligations shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Refunded Obligations Paying Agent shall have any liability whatsoever for the insufficiency of funds

from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the City promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Bonds shall be taken as the statements of the City and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Bonds or the Refunded Obligations and is not responsible for nor bound by any of the provisions thereof (except as a place of payment or a paying agent/registrar therefor). In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

The Escrow Agent makes no representations as to the value, conditions, or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the City thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for any loss unless the same shall have been through its negligence or willful misconduct.

Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the City with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the City or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the City at any time.

Section 7.03. Compensation.

(a) Concurrently with the sale and delivery of the Bonds, the City shall pay to the Escrow Agent the sum of [_____], the sufficiency of which is hereby acknowledged by the Escrow Agent to pay its fee for performing the services of Escrow Agent hereunder and for all expenses incurred or to be incurred by it as Escrow Agent in the administration of this Agreement. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the City hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the City for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) The City covenants to timely pay for all future paying agency services of the Refunded Obligations Paying Agent in accordance with the paying agent fee schedule now or hereafter in effect through the final payment of the Refunded Obligations. In the event the City fails to pay the paying agent fee relating to the Refunded Obligations when due, such paying agent's sole remedy, as paying agent for such Refunded Obligations, for nonpayment shall be in accordance with the terms of the paying agent agreement relating to the Refunded Obligations, and no funds held in the Escrow Fund shall be available to pay such paying agent fees.

(c) To the extent permitted by law, the City agrees to indemnify the Escrow Agent and its officers, directors, agents, and employees for, and hold it and them harmless against, any loss, liability, claim, cost, suit, judgment, or expense (including, without limitation, legal fees and expenses) incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. This Section 7.03(c) shall survive the termination of this Agreement and the earlier removal or resignation of the Escrow Agent.

Section 7.04. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as Escrow Agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the City, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the City within 60 days, a successor may be appointed by the owners of a majority in principal amount of the Refunded Obligations then outstanding by an instrument or instruments in writing filed with the City, signed by such owners or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the owner of any Refunded Bond may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be: (i) a corporation organized and doing business under the laws of the United States or the State of Texas; (ii) authorized under such laws to exercise corporate trust powers; (iii) have its principal office and place of business in the State of Texas; (iv) have a combined capital and surplus of at least \$5,000,000; (v) subject to the supervision or examination by Federal or State authority; and (vi) qualified to serve as Escrow Agent under the provisions of Chapter 1207.

Any successor Escrow Agent shall execute, acknowledge, and deliver to the City and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers, and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee hereunder.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than 60 days' written notice to the City and publishing notice thereof, specifying the date when such resignation will take effect, in a newspaper printed in the English language and with general circulation in New York, New York, such publication to be made once at least

three (3) weeks prior to the date when the resignation is to take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Refunded Obligations or by the City as herein provided and such successor Escrow Agent shall be a paying agent for certain of the Refunded Obligations and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and, if applicable, its paying agent's fee hereunder.

Section 7.05. Paying Agent for Refunded Obligations. The Paying Agent has heretofore contracted with the City to act as paying agent relative to the Refunded Obligations. The Paying Agent has received notice of redemption for the Refunded Obligations and will provide timely notice of redemption to the holders of such Refunded Obligations, in accordance with their respective authorizing order. The Paying Agent will continue to fully perform and carry out all of the normal and customary duties as paying agent for the Refunded Obligations, for so long as the same remain unpaid, including, but not limited to, making payments of interest as the same shall become due and principal, at maturity or upon prior redemption, to the owners and holders of the Refunded Obligations, in accordance with the respective orders of the City authorizing the respective issuances of the Refunded Obligations, and to apply all funds transferred to it pursuant to Section 3.02 hereof solely for the purpose of paying the principal of and interest on the Refunded Obligations in the manner provided herein; provided, however, that the City agrees to continue to pay the reasonable and customary fees of the Paying Agent under the respective Paying Agent/Registrar Agreement for the Refunded Obligations; provided further, that in the event that the Paying Agent, acting in its capacity as paying agent relative to the Refunded Obligations, is requested to perform any extraordinary services in such respect and, as a result thereof, any other fees, expenses, or charges of any kind or character become due and payable by the City to the Paying Agent, as paying agent relative to the Refunded Obligations, the City agrees to pay to the Paying Agent reasonable fees for such extraordinary services performed and to reimburse the Bank for expenses incurred in connection with such extraordinary services.

ARTICLE VIII. MISCELLANEOUS

Section 8.01. Acknowledgment of Receipt of Notice of Redemption. The Escrow Agent, by its execution of this Escrow Agreement, hereby acknowledges receipt of the Order authorizing the issuance of the Bonds, the receipt of such Order constituting written notice of redemption of such Refunded Obligations, as described in the Report. The Escrow Agent hereby agrees to provide or cause to be provided to the registered owners of the Refunded Obligations notice of deposit and notice of redemption as required by the order authorizing the issuance thereof.

Section 8.02. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

The Bank of New York Mellon Trust Company, N. A.
2001 Bryan Street, 10th Floor
Dallas, Texas 75201
Attention: Elizabeth Bernard-Polk

To the City:

City of Kingsville, Texas
400 West King Avenue
Kingsville, Texas 78363
Attention: Finance Director

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery.

Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten days prior notice thereof.

Section 8.03. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the City, the owners of the Refunded Obligations, or to any other person or persons in connection with this Agreement.

Section 8.04. Binding Agreement. This Agreement shall be binding upon the City and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Obligations, the City, the Escrow Agent, and their respective successors and legal representatives.

Section 8.05. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.06. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.07. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.08. Effective Date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in the Report and the Escrowed Securities, together with the specific sums as stated in subsection (a) of Section 6.03 for Escrow Agent, paying agency fees, expenses, and services.

Section 8.09. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Obligations.

Section 8.10. Anti-Boycott Verification. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in

an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Escrow Agent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

Section 8.11. Iran, Sudan and Foreign Terrorist Organizations. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Escrow Agent nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

Section 8.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all counterparts shall together constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, this Escrow Agreement has been executed in multiple counterparts, each one of which shall constitute one and the same original Agreement, as of the date and year appearing on the first page of this Agreement.

CITY OF KINGSVILLE, TEXAS

Mayor

ATTEST:

City Secretary

IN WITNESS WHEREOF, this Escrow Agreement has been executed in multiple counterparts, each one of which shall constitute one and the same original Agreement, as of the date and year appearing on the first page of this Agreement.

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

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A

[Verification Report can be found at Tab No. ____]

EXHIBIT D

Notices of Redemption

To the Owners of
THE FOLLOWING NAMED SERIES OF
CITY OF KINGVILLE, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2011
Dated November 1, 2011

The City of Kingsville, Texas (the "City"), acting pursuant to the provisions of an ordinance of the City Commission of the City, adopted on March 23, 2020, which provided for issuance of the City of Kingsville, Texas Limited Tax Refunding Bonds, Series 2020 (the "Bonds"), has refunded portions of the following outstanding maturities of the above-captioned obligations (the "Refunded Obligations") by making an irrevocable deposit with The Bank of New York Mellon Trust Company, N. A., the Escrow Agent with respect to the Refunded Obligations, in an amount sufficient to provide for the payment of the principal of and interest on the Refunded Obligations to August 1, 2020 (the "Date of Redemption"). The City has effectuated the redemption by irrevocably calling the Refunded Obligations on the Date of Redemption at a price of par, plus accrued interest. As a result, the Refunded Obligations are now secured under an Escrow Agreement, dated as of April 1, 2020, between the City and The Bank of New York Mellon Trust Company, N. A.

The refunded Bonds are set forth below:

MATURITY DATES <u>(AUGUST 1)</u>	PRESENT CUSIP <u>NUMBERS</u>	PRINCIPAL <u>AMOUNT REDEEMED (\$)</u>
2021	496782LV3	390,000
2022	496782LW1	405,000
2023	496782LX9	425,000
2024	496782LY7	440,000
2025	496782LZ4	455,000
2026	496782MA8	475,000
2027	496782MB6	490,000
2028	496782MC4	515,000
2029	496782MD2	460,000
2030	496782ME0	475,000
2031	496782MF7	495,000
2032	496782MG5	525,000

In compliance with current federal tax law and broker reporting requirements, the Paying Agent is required to withhold 31% of the principal amount of your proceeds unless it is provided with your Social Security Number or federal employer identification number properly certified.

Any questions regarding this notice may be addressed to 1-800-275-2048.

U. S. BANK, N. A.
as Paying Agent/Registrar

EXHIBIT E

Description of Annual Financial Information

The following information is referred to in Section 25 of this Ordinance.

Annual Financial Statements and Operating Data. The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

(a) the audited financial statements of the City for the most recently concluded fiscal year, and, to the extent that such statements are not completed and available, unaudited financial statements for such fiscal year;

(b) the tables or schedules in the Official Statement relating to the Bonds under Tables numbered 1 through 6, 8 through 15, and in Appendix "B".

Accounting Principles. The accounting principles, with respect to the City, referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above, as such principles may be changed from time to time to comply with state law or regulation.

EXHIBIT F

**REQUIREMENTS OF THE INSURER
WITH RESPECT TO THE MUNICIPAL BOND INSURANCE POLICY**

[None]

AGENDA ITEM #7

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Susan Ivy, Parks Manager
DATE: March 13, 2020
SUBJECT: Agenda Request – Receipt of League donations

Summary: Kingsville Parks has received the following donations and would like Commission to approve the receipt of these funds and authorize the expenditure of the funds for the purpose intended.

\$300.00 each from: Calaveras Kingsville, Sally Nunez x 2 teams, Hero Electric, Integrity Industries, Moreno's Backhoe Services, Perez Brothers' Ranch, Pipeline Measurement Co., Hawks Landing, Mike Shaw Kia, Ninehawk Completion Services, Turcotte Piper Funeral Home, and Danny Davila Contracting. (13 donations x \$300.00 or \$3900.00).

Background: Kingsville Parks' Pony League is receiving team sponsorships from various community businesses to assist with league expenses such as uniforms, umpires, etc. In exchange these sponsor's business name will be placed on the back of the team's uniform.

Financial Impact: This will increase donations revenue by \$3900.00 and will budget an additional \$3900.00 for expenditure for league expenses only.

Recommendation: We ask that City Commission approve the receipt of these donations and the associated budget amendment to record them properly.



AGENDA ITEM #8

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Susan Ivy, Parks Manager
DATE: March 13, 2020
SUBJECT: Agenda Request – Receipt of League donations

Summary: Kingsville Parks has received the following donations and would like Commission to approve the receipt of these funds and authorize the expenditure of the funds for the purpose intended.

\$300.00 each from: Calaveras Kingsville, Sally Nunez x 2 teams, Hero Electric, Integrity Industries, Moreno's Backhoe Services, Perez Brothers' Ranch, Pipeline Measurement Co., Hawks Landing, Mike Shaw Kia, Ninehawk Completion Services, Turcotte Piper Funeral Home, and Danny Davila Contracting. (13 donations x \$300.00 or \$3900.00).

Background: Kingsville Parks' Pony League is receiving team sponsorships from various community businesses to assist with league expenses such as uniforms, umpires, etc. In exchange these sponsor's business name will be placed on the back of the team's uniform.

Financial Impact: This will increase donations revenue by \$3900.00 and will budget an additional \$3900.00 for expenditure for league expenses only.

Recommendation: We ask that City Commission approve the receipt of these donations and the associated budget amendment to record them properly.



ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO ACCEPT AND EXPEND DONATIONS RECEIVED FOR PONY LEAGUE COSTS OF UNIFORMS AND UMPIRES.

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 2019-2020 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues – 4</u>					
4514	Park Recreation	Donations	58003	\$3,900	
<u>Expenditures – 5</u>					
4514	Park Recreation	Uniforms & Personal Wear	21200	\$3,900	

[To amend the City of Kingsville FY 19-20 Budget to accept and expend donations for Pony League costs for uniforms and umpires. Funding will come from the donation 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 23rd day of March 2020.

PASSED AND APPROVED on this the 13th day of April, 2020.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #9



MEMO

Date: March 19, 2020
To: Mark McLaughlin (City Manager)
From: Uche Echeozo (Director of Planning and Development Services)
Subject: **Re:** Ordinance amendment that gives clarification to the issue of voting on a zoning matter.

The Planning and Zoning Commission meeting held as scheduled yesterday, March 18, 2020 with 5 members in attendance. There were two members that were absent – Commissioners Debbie Tiffie and Bill Aldrich

Members deliberated over the issue of amending the ordinance on voting on a zoning matter and at the end, voted unanimously to approve the recommendation to amend the ordinance clarifying the 3/4th requirement. A recorded vote of all members present was taken and Commissioners Brian Coufal, Idotha Battle, Lupe Alvarez, Mike Klepac and the Chairman – Steve Zamora all voted 'YES'

The meeting was adjourned by 6.30p.m.

Thank you.

ORDINANCE NO.2020-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER XV, LAND USE, ARTICLE 6, SECTION 4 CHANGES AND AMENDMENTS TO INCLUDE CLARIFICATION ON THE VOTE REQUIRED; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, Texas caselaw provides explanation on how positions and votes are eligible for voting and the City recently received a request to clarify the existing City ordinance to reflect the caselaw; and

WHEREAS, the City of Kingsville Planning and Zoning Commission has reviewed this ordinance at a meeting on March 18, 2020 and voted 5-0 with no abstentions to recommend its approval; 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 Section 4 of Article 6: Zoning of Chapter XV, Land Usage Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

Sec. 15-6-4. CHANGES AND AMENDMENTS; APPLICATION FEE.

(A) This zoning article, including boundaries of districts and regulations, may be amended, supplemented or changed by ordinance of the City Commission. The City Commission shall receive the report of the Planning and Zoning Commission prior to adopting any change or amendment to the zoning ordinance.

a. The Planning and Zoning Commission shall conduct a public hearing, announcement of which shall be published once in a newspaper of local circulation fifteen (15) days prior to such hearing before acting upon any zoning matter.

i. All property owners within 200 feet of the property on which the change is proposed shall be sent written notice not less than ten (10) days before the hearing date. The list of property owners shall be prepared from the last city tax roll

listing all property owners who have rendered their property for city taxes. Notice is adequately served by depositing properly addressed and postage paid notice with the city post office. Property owners whose names do not appear on the city tax roll are adequately notified by the publication in a newspaper of local circulation.

- b. Following the Planning and Zoning Commission public hearing and report, the City Commission shall conduct a public hearing, announcement of which shall be published once in a newspaper of local circulation fifteen (15) days prior to such hearing before acting upon any zoning matter.
 - i. Three-fourths ($\frac{3}{4}$) vote of the members of the City Commission shall be necessary to make any change should a petition opposed to such change be presented by the owners of 20% of either the area of the lots or land included in such proposed change, or of the lots or land immediately adjoining the same and extending 200 feet therefrom.
 - ii. Three-fourths ($\frac{3}{4}$) vote of the members of the City Commission shall be necessary to overrule a recommendation of the Planning and Zoning Commission that a proposed amendment, supplement, or change be denied.

Vote of the City Commission means members eligible to vote. With a five (5) member commission, 3/4ths vote is 4 of 5 members eligible to vote. The absence of a commission member from a meeting does not change the number of votes required (ie, still 4 of 5). If a commission member were to die, resign, or be disqualified (ie, due to a conflict of interest), then that is considered a vacancy which reduces the number of eligible votes so that the vote would then be 3/4ths of the four (4) members eligible to vote.

- c. Applications for Special Use permits, changes of districts (rezones), or other applications which require notification or publication shall be accompanied by a fee of \$250.00.
- (B) The fee for processing appeals to the Board of Adjustment shall be based on the actual costs of materials used, mailing, and publication costs as determined by the Planning Division of the Management Services Department, the fee to be payable prior to the scheduling of any hearing or appeal.

(1962 Code, § 11-1-4; Ord. 84009, passed 6-18-84; Ord. 90027, passed 6-25-90; Ord. 2014-44, passed 8-11-2014)

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.

V.

THAT 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.

INTRODUCED on this the 23rd day of March, 2020.

PASSED AND APPROVED on this the 13th day of April, 2020.

Effective Date: _____, 2020

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #10

City of Kingsville
Planning & Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uche Echeozo, Director

DATE: March 11, 2020

SUBJECT: Amend Sec. 15-6-124 – Maximum size; US77/I-69 corridor to Add a Maximum Sign Height Restriction

Summary: This item authorizes the amendment of City sign regulations to include a maximum height restriction for owner identification or advertising signs utilizing steel poles located within 300 ft. of the US77 Bypass/Interstate 69 right-of-way.

Background: Currently, the City of Kingsville sign regulations do not specify a maximum height limit for pole mounted owner identification and advertising signs situated along the US Hwy 77/I-69 corridor. As more development takes place along this corridor, lack of a maximum height for this type of sign could present problems.

Staff researched sign regulations of four nearby communities, Victoria, Portland, Sinton and Beeville. Three of these communities set the maximum height at 50 foot with the exception being Beeville where the maximum height was 42.5 feet. Victoria set the maximum height of freestanding signs fronting roadways that are not elevated at 35 feet and the maximum height of those facing elevated portions of the highway at 50 feet. The City's Building Official is recommending a maximum height of 50- 60 feet. Glenn Jones, Mission Sustainability Officer, Naval Air Station Kingsville confirmed that signs no taller than 50 feet should not be an issue referencing Sec. 15-6-35 -44 of the Air Installations Zoning Regulations.

Financial Impact: None.

Recommendation: It is being recommended to set the maximum height of 50 ft. for owner identification or advertising signs utilizing steel poles along the US77/I69 Corridor.

At their February 19, 2020 meeting, the Planning and Zoning Commission voted 5-0 with no abstentions, to recommend 50 ft. as the maximum height for these signs.



ORDINANCE #2020-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING SECTION 15-6-124, PROVIDING FOR THE MAXIMUM HEIGHT OF POLE SIGNS ALONG U.S. HIGHWAY 77 BYPASS; 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;

WHEREAS, the City has determined that the sign ordinance is in need of revision for the ease of users, benefit of the public, and for public health and safety;

WHEREAS, the City of Kingsville Planning and Zoning Commission has reviewed this ordinance at a meeting on February 19, 2020 and voted 5-0 with no abstentions to recommend its approval;

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

I.

THAT Article 6: Zoning of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, Section 15-6-124 shall be amended to read as follows:

...

§ 15-6-124. MAXIMUM SIZE; US77 / I-69 CORRIDOR

(A) Owner identification and advertising signs located within 300 feet of the U.S Highway 77 Bypass/Interstate 69 right-of-way, may utilize steel poles or monument signs.

- (1) When utilizing steel poles, the signs shall not have their total display face area exceed 400 square feet, with a sign maximum height of 50 40 feet, and a maximum sign length of 40 feet; inclusive of border and trim, but excluding the base or apron.
- (2) When utilizing monument signs, the sign shall not have their total sign area exceed 400 square feet, with a maximum height equal to that which is allowed in the respective zoning district, inclusive of sign frame, cabinet, border and trim as measured from grade.

(B) The maximum size limitations apply to each side of the sign structure or structures visible to approaching traffic.

(C) Signs may be placed back-to-back, side by side, or stacked, with not more than two display faces visible to approaching traffic on the Highway 77 Bypass. Such sign structure or structures shall be considered one sign.

(D) Signs that exceed 200 square feet in area, including cutouts, may not be stacked or placed side by side.

...

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 23rd day of March, 2020.

PASSED AND APPROVED on this the 13th day of April, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #11

RESOLUTION #2020-_____

**A RESOLUTION OF THE CITY OF KINGSVILLE CITY COMMISSION
DISSOLVING THE 1979 INTERLOCAL AGREEMENT WITH KLEBERG
COUNTY FOR THE CITY-COUNTY LIBRARY DEPARTMENT.**

WHEREAS, the City of Kingsville and Kleberg County approved an Interlocal Agreement for a City-County Library on December 12, 1979;

WHEREAS, the County owns the land and the building where the Robert J. Kleberg Library is located;

WHEREAS, the Interlocal Agreement provided for all of the Library personnel to be employees of the City with both the City and County splitting the funding costs for the department;

WHEREAS, the City of Kingsville and Kleberg County had a joint meeting regarding some of their interlocal agreements on February 18, 2020 and the City has discussed the interlocal agreements at City Commission meetings on February 24, 2020 and on March 23, 2020;

WHEREAS, after much discussion and deliberation, the City Commission believes it to be in the best interest of both parties to end the Interlocal Agreement for the City-County Library and the Interlocal Agreement for the City-County Health Department with the County regaining the Library Department and the City regaining the Health Department.

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

I.

THAT the Interlocal Agreement for the City-County Library approved by the City of Kingsville and Kleberg County on December 12, 1979 be terminated, that all required written notice be provided to Kleberg County pursuant to Section 4 of the Interlocal Agreement, and that the Library Department will no longer be funded as of October 1, 2020 and those employees will no longer be City employees but be eligible County employees as of that date, and that any and all other necessary notifications will hereafter be made.

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 the City Commission of the City of Kingsville this the 23rd day of March, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

AGENDA ITEM #12

RESOLUTION #2020-_____

A RESOLUTION OF THE CITY OF KINGSVILLE CITY COMMISSION DISSOLVING THE 1978 INTERLOCAL AGREEMENT WITH KLEBERG COUNTY FOR THE CITY-COUNTY HEALTH DEPARTMENT.

WHEREAS, the City of Kingsville and Kleberg County approved an Interlocal Agreement for a City-County Health Department on December 11, 1978;

WHEREAS, the City owns the land where the Health Department is located;

WHEREAS, the City and County split the cost of the Animal Shelter and the County paid for the Administration Building both of which are on City property;

WHEREAS, the Interlocal Agreement provided for all of the Health Department personnel to be employees of the City with both the City and County splitting the funding costs for the department;

WHEREAS, the City revenues from ordinances fees for the Health Department had been going to Kleberg County since about 1985 until March 2020 without any official action of the City Commission to authorize that transfer of funds;

WHEREAS, the City of Kingsville and Kleberg County had a joint meeting regarding some of their interlocal agreements on February 18, 2020 and the City has discussed the interlocal agreements at City Commission meetings on February 24, 2020 and on March 23, 2020;

WHEREAS, after much discussion and deliberation, the City Commission believes it to be in the best interest of both parties to end the Interlocal Agreement for the City-County Health Department and the Interlocal Agreement for the City-County Library Department with the County regaining the Library Department and the City regaining the Health Department.

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

1.

THAT the Interlocal Agreement for the City-County Health Department approved by the City of Kingsville and Kleberg County on December 11, 1978 be terminated, that all required written notice be provided to Kleberg County pursuant to Section 4 of the Interlocal Agreement, and that the Health Department will be funded by the City as of October 1, 2020, and that any and all other necessary notifications will hereafter be made.

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 the City Commission of the City of Kingsville this the 23rd day of March, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

AGENDA ITEM #13

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Rutilio P. Mora Jr, P.E., City Engineer
DATE: March 23, 2020
SUBJECT: Consider approving a quit claim of City Easements to TxDOT.

Summary:

The City has three easements and a portion of right of way that are now inside of the TxDOT R.O.W. due to the acquisition by the State for additional R.O.W.

On February 13, 2020, the City signed an agreement with Atrium Real Estates Services to provide appraisals of easement interests and one road parcel. The fee for this service is \$12,000 and will be received on March 13, 2020. The cost for appraising the easements and property including values will be reimbursed by TxDOT.

The City acquired the 20-foot-wide easement to install utility lines on property from landowners. The first easement is approximately 600 feet south of the intersection of Trant Road and US 77 on the eastside. 70 feet of a 12-inch wastewater line was installed in the easement obtained in 1983 by the City. TxDOT expanded their east R.O.W. line 60' and obtained the land in 2015. The City paid \$5,588.80 to the landowner for the easement.

Next, the City acquired the second 20-foot-wide easement that was used to install an 8-inch wastewater force main and 12-inch waterline. The easement is located approximately 1600 feet south of the intersection of South Creek and US 77 on the westside. This easement was acquired in 1984 by the City. TxDOT expanded their R.O.W. and obtained the land in 2015. The City provided the Owner an 8-inch tap as compensation for the easement. A 12" x 8" water tap cost would be approximately \$3,500.00

Then, the City acquired the third 20-foot-wide easement was used to continued installing an 8-inch wastewater force main and 12-inch waterline. The easement is located approximately 2,700 feet south of the intersection of South Creek and US 77 on the westside. This easement was acquired in 1984 by the City. TxDOT expanded their R.O.W.



**City of Kingsville
Engineering Dept.**

and obtained the land in 2015. The City provided the Owner an 8-inch tap as compensation for the easement. A 12" x 8" water tap cost would be approximately \$3,500.00.

Finally, City acquired the majority of Trant Road by annexation in 1963. The R.O.W. has an hot mix asphalt surface with base, curb and gutter, water and wastewater lines.

The three easements combined are approximately 1.60 acres and the road parcel (Trant Road) is approximately 0.07 acres. Based on the appraisal reports by our consultant, Atrium Real Estate Services, below are the values for the items mentioned:

Easement 1 Appraisal Value: \$1,116.00
Easement 2 Appraisal Value: \$6,881.00
Easement 3 Appraisal Value: \$31,081.00
Road Parcel Appraisal Value: \$2,358.00

These easements and R.O.W. can be transferred from one person to another using a deed otherwise known as a quit claim easement. This process would reduce costs by eliminating surveying costs.

Financial Impact:

Accept \$41,436.00 from the State for quit claim of City utility easements and road parcel

Recommendation:

Staff would recommend approving the easement appraisals and road ROW total recommended compensation as noted by the consultant of \$39,078.00 for 1.60 ac of easements and \$2,358.00 for the road parcel for a total value of \$41,436.00.

Attachments:

Utility Easement and Road Parcel Map
Easement 1 Appraisal Report
Easement 2 Appraisal Report
Easement 3 Appraisal Report
Road Parcel Appraisal Report
R.O.W. Utility Manual – Chapter 8 – Procedure for Utility Adjustments
Quitclaim Deed
Resolution
TxDOT Email – Leo Tovar



Tanya Colin

From: Rutilio "Rudy" Mora
Sent: Wednesday, March 18, 2020 9:03 AM
To: Tanya Colin
Subject: FW: US77 S. Kingsville_0102-04-099_City of Kingsville Utility Easements
Attachments: RE: US 77 S. Kingsville City of Kingsville Eligibility for Reimbursement

From: Leone! Tovar <Leone!Tovar@txdot.gov>
Sent: Tuesday, March 17, 2020 3:13 PM
To: Rutilio "Rudy" Mora <rmora@cityofkingsville.com>
Cc: Mark McLaughlin <mmclaughlin@cityofkingsville.com>
Subject: US77 S. Kingsville_0102-04-099_City of Kingsville Utility Easements

Caution! This message was sent from outside your organization.

Rudy,

As discussed over the phone, the easement valuations provided include the cost to cure the City of Kingsville's facilities within their existing easement. The cost to cure the City of Kingsville's facilities are being recorded through the Standard Utility Agreement, which has an eligibility ratio applied to it. The valuation of easements only needs to include the cost of the utility easement that is located on the ROW that was acquired for the proposed project and not the costs to cure since the facilities are being relocated through a Standard Utility Agreement which has an eligibility ratio applied as previously stated. The easements (and evaluation work) are 100% compensable as stated in a previous meeting we had with ROW Division (see email attached for meeting notes) and therefore are needing to be separated in the cost estimate of the SUA. Below are the amounts that are only needed to be included in the easement valuations. Please have the easement valuations revised to show only the costs for the utility easements.

E. Trant Rd. Utility Easement - \$2,358.00

RECOMMENDED COMPENSATION SUMMARY	
Whole Property Value (Land only)	\$2,358
Road Row (±0.0833 acres)	\$2,358
Special Compensation/Cost to Cure	\$13,380
Total Recommended Compensation	\$15,738

Utility Easement #1 (TxDOT Parcel 5) -- Utility Easement cost \$1,116.00

Recommended Compensation Summary		
Whole Property Value (Land only)	\$283,140	
Utility Easement (±0.0415 acres)		\$1,116
Remainder Before the Acquisition	\$282,024	
Remainder After the Acquisition	\$282,024	
Damages/(Enhancements)		\$0
Special Compensation/Cost to Cure		\$3,195
Total Recommended Compensation		\$4,311

Utility Easement #2 (TxDOT Parcel 12) -- Utility Easement cost \$6,881.00

Recommended Compensation Summary		
Whole Property Value (Land only) - Separate Economic Unit	\$239,580	
Utility Easement (±0.3023 acres)		\$6,881
Remainder Before the Acquisition	\$232,699	
Remainder After the Acquisition	\$232,699	
Damages/(Enhancements)		\$0
Special Compensation/Cost to Cure		\$59,200
Total Recommended Compensation		\$66,081

Utility Easement #3 (TxDOT Parcel 14) -- Utility Easement cost \$31,081.00

RECOMMENDED COMPENSATION SUMMARY		
Whole Property Value (Land only) - Separate Economic Unit	\$431,244	
Utility Easement (±1.2518 acres)		\$31,081
Remainder Before the Acquisition	\$400,163	
Remainder After the Acquisition	\$400,163	
Damages/(Enhancements)		\$0
Special Compensation/Cost to Cure		\$228,490
Total Recommended Compensation		\$259,571

Please let me know if you have any questions.

Thanks,
Leo



Texas Department of Transportation

Leonel (Leo) Tovar
District Utility Coordinator
Texas Dept. of Transportation
Corpus Christi District
1701 S. Padre Island Dr. Corpus Christi, Tx, 78416
Cell Phone : 361-945-9282
Office: 361-808-2257
Leonel.Tovar@txdot.gov

A Texas Department of Transportation (TxDOT) message

#EndTheStreakTX

RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THREE UTILITY EASEMENTS AND A ROAD PARCEL NEEDED FOR IMPROVEMENTS TO US 77 FROM GENERAL CAVAZOS BLVD. TO THE SOUTHERN CITY LIMITS.

WHEREAS, the Texas Department of Transportation (TXDOT) is responsible for the design, construction, and operation of a system of highways in cooperation with local governments;

WHEREAS, the TXDOT has plans to make improvements to US77 from General Cavazos Blvd. (FM 1356) to the South Y (CR2130), which is the future I-69, and will be modifying the roadway and associated utility easements for such improvements, causing TXDOT to need to acquire three of the City's utility easements and a road parcel (along East Trant Road) for the new TxDOT R.O.W.;

WHEREAS, the City is willing to sell the three utility easements and the road parcel to TXDOT for the improvement project via a Quit Claim Deed; and

WHEREAS, the City of Kingsville must pass a resolution authorizing the City to sell the three utility easements and the road parcel and execute the Quit Claim Deed with the Texas Department of Transportation for the easements and road parcel; and

WHEREAS, the TXDOT will be responsible for paying the City for the three utility easements and road parcel being conveyed via the Quit Claim Deed.

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

I.

THAT the City Commission authorizes the Mayor to execute the Quit Claim Deed to sell and convey the three utility easements and a road parcel to the Texas Department of Transportation needed for certain highway improvements for US77 from General Cavazos Blvd. to the southern city limits, as per the agreement attached hereto.

II.

THAT the Mayor, or his designee, is hereby authorized and directed to act on the City's behalf in all matters pertaining to this contract.

III.

THAT this Resolution shall become effective upon adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 23rd day of March, 2020.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF
TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO
QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE
OF THE GRANTOR'S INTEREST TO THE STATE OF TEXAS.

QUITCLAIM DEED

THE STATE OF TEXAS

§ ROW CSJ: 0102-04-100

202

COUNTY OF KLEBERG

§ KNOW ALL MEN BY THESE PRESENTS:

That, The City of Kingsville of the County of Kleberg, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Dollars (\$) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Kleberg, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the day of .



Acknowledgement

State of Texas
County of Kleberg

This instrument was acknowledged before me on _____
by _____

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Kleberg

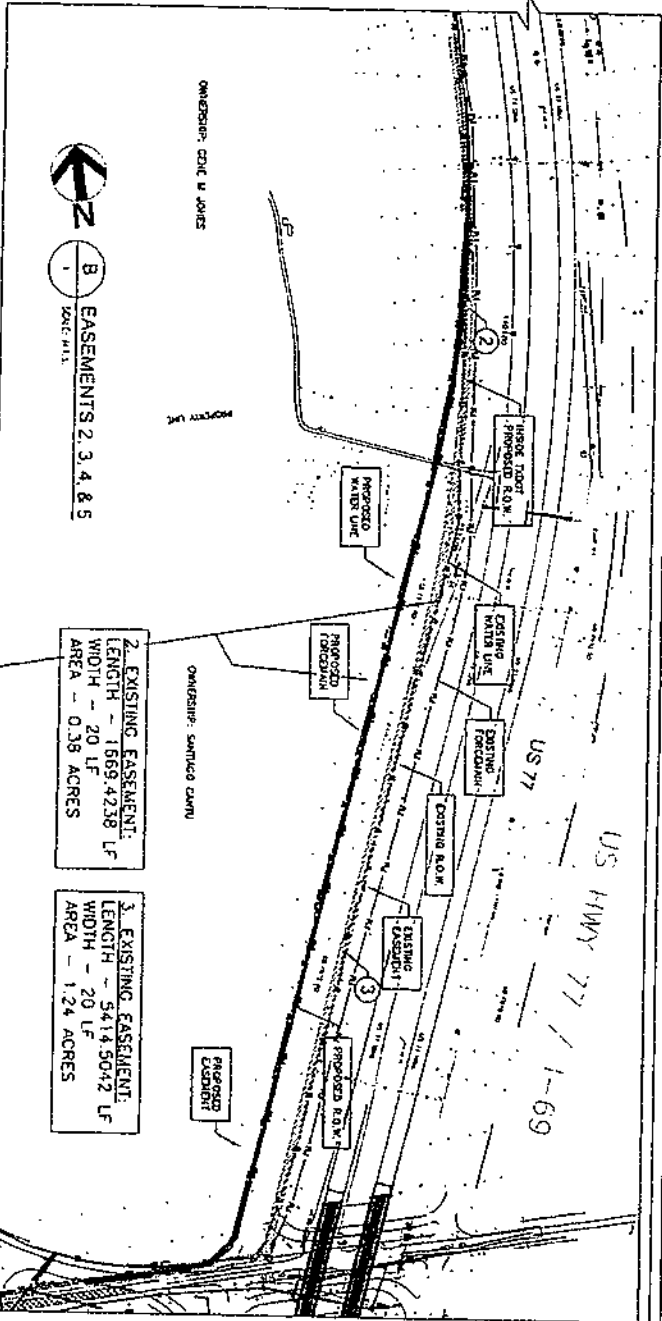
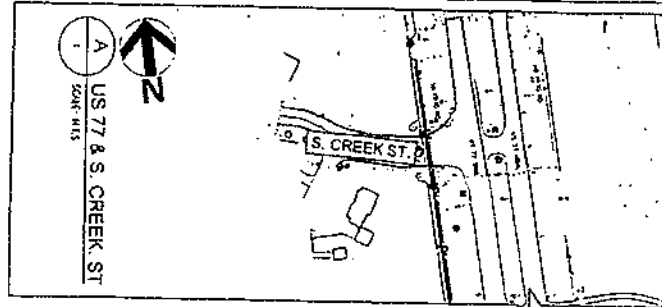
This instrument was acknowledged before me on _____ by

of _____, a
corporation, on behalf of said corporation.

Notary Public's Signature

EXHIBIT A

See the three (3) utility easements and the road parcel (East Trant Road) attached hereto.



US 77 & S. CREEK ST

SCALE: 1/8" = 1' - 0"

EASEMENTS 2, 3, 4, & 5

SCALE: 1/8" = 1' - 0"

2. EXISTING EASEMENT

LENGTH - 1669.4238 LF

WIDTH - 20 LF

AREA - 0.38 ACRES

3. EXISTING EASEMENT

LENGTH - 5414.5042 LF

WIDTH - 20 LF

AREA - 1.24 ACRES

4. ROAD PARCEL (TRANT RD.)

LENGTH - 60.00 LF

WIDTH - 50.00 LF

AREA - 0.07 ACRES

EASEMENT 1: TRANT RD. TO US 77

SCALE: 1/8" = 1' - 0"

1. EXISTING EASEMENT

LENGTH - 497.8748 LF

WIDTH - 20 LF

AREA - 0.11 ACRES

APPRAISAL REPORT

of a utility easement situated on ±10.000 acres located SEC of US Hwy 77
and Trant Rd, Kingsville, Kleberg County, Texas

Parcel:	Easement 1
Project Name:	City of Kingsville compensation appraisals
Property Owner:	City of Kingsville easement interest on property owned by Richard T. Cumberland, Charles R. Whitworth, Bruce Cumberland, Jeanenne Hagerman, Elizabeth Cumberland, and Beverly Newman
Parcel Number:	21463
Legal Description:	Land situated in the Juan Mindiola Survey, Abstract 192, Kleberg County, Texas and being a part of Farm Lot 11, Section 22, of the Kleberg Town and Improvement Company Subdivision, Kleberg County, Texas

Submitted To:

Mr. Mark McLaughlin
City Manager,
City of Kingsville
400 W. King Ave.
Kingsville, Texas 78363

Prepared By:

ATRIUM REAL ESTATE SERVICES
7805-A Bell Mountain Drive
Austin, Texas 78730

Effective Date of Appraisal:
February 19, 2020





March 10, 2020

Mr. Mark McLaughlin
City Manager,
City of Kingsville
400 W. King Ave.
Kingsville, Texas 78363

RE: Appraisal Report of the utility easement to be situated on ± 10.000 acres located SEC of US Hwy 77 and Trant Rd, Kingsville, Kleberg County, Texas.

Parcel: Easement 1
Project Name: City of Kingsville compensation appraisals
Property Owner: City of Kingsville easement interest on property owned by Richard T. Cumberland, Charles R. Whitworth, Bruce Cumberland, Jeanenne Hagerman, Elizabeth Cumberland, and Beverly Newman
CAD Parcel Number: 21463
Legal Description: Land situated in the Juan Mindiola Survey, Abstract 192, Kleberg County, Texas and being a part of Farm Lot 11, Section 22, of the Kleberg Town and Improvement Company Subdivision, Kleberg County, Texas

Dear Mr. Mark McLaughlin:

As requested, an appraisal has been completed on the above referenced property. The purpose of the appraisal is to estimate the market value of the fee simple interest of the subject whole property and the recommended compensation for the utility easement. The following appraisal and final estimate of value have been based upon the inspection of the property and upon research into various factors which influence value. The effective date of this appraisal was February 19, 2020.

The analysis and results of the investigation are submitted in the accompanying report which has been prepared in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE, the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.

MARKET VALUE/RECOMMENDED COMPENSATION ESTIMATES - The market value of fee simple interest in the subject property, as well as the recommended compensation estimate for the proposed acquisition, as of February 19, 2020, was as follows:

Recommended Compensation Estimate		
Whole Property Value (Land only)	\$283,140	
Utility Easement (± 0.0415 acres)		\$1,116
Remainder Before the Acquisition	\$282,024	
Remainder After the Acquisition	\$282,024	
Damages/(Enhancements)		\$0
Special Compensation/Cost to Cure		\$3,195
Total Recommended Compensation		\$4,311


www.atriumrealestate.com | 7805 Bell Mountain Rd Ste A, Austin, TX 78730 | 512.453.7407
Coastal Bend Office: 15037 S. Padre Island PMB 133, Corpus Christi, TX 78418 | 512.663.7216

Page 2
March 10, 2020


ATRIUM REAL ESTATE SERVICES appreciates the opportunity to be of service to you. Should you have any questions, or if we can be of further assistance, please contact our office.

Respectfully submitted,

ATRIUM REAL ESTATE SERVICES



Lory R. Johnson, MAI, SR/WA
President & CEO
Texas Certified Appraiser #TX-1321640-G
Date Signed: March 10, 2020



Matthew Connolly
Coastal Bend Director
Texas Certified Appraiser #TX-1380774-G
Date Signed: March 10, 2020

CERTIFICATION OF THE APPRAISER

The undersigned do hereby certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved. I have not performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, the occurrence of a subsequent event directly related to the intended use of this appraisal.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE. The report also conforms to the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.
- Lory R. Johnson, MAI, SR/WA and Jay Sterling have made a personal inspection of the property that is the subject of this report.
- Matthew Connolly provided significant real property appraisal assistance to the person signing this certification.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, Lory R. Johnson, MAI, SR/WA has completed the continuing education program for Designated Members of the Appraisal Institute.
- this appraisal report sets forth all limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions, and conclusions expressed herein.
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- the market data contained within this report, has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation, and validity.

ATRIUM REAL ESTATE SERVICES



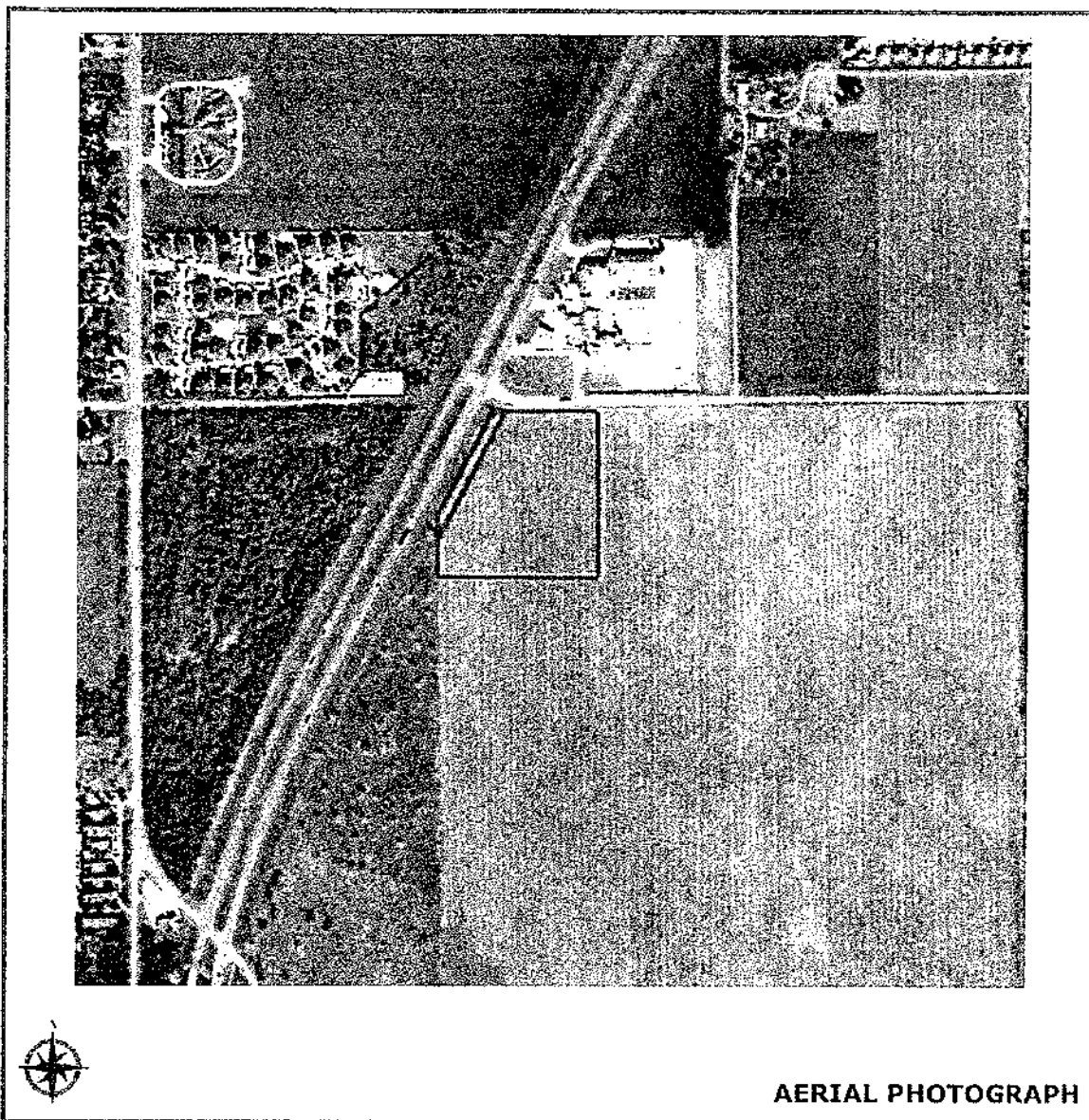
Lory R. Johnson, MAI, SR/WA
President & CEO
Texas Certified Appraiser #TX-1321640-G
Date Signed: March 10, 2020



Matthew Connolly
Coastal Bend Director
Texas Certified Appraiser #TX-1380774-G
Date Signed: March 10, 2020

INTRODUCTION

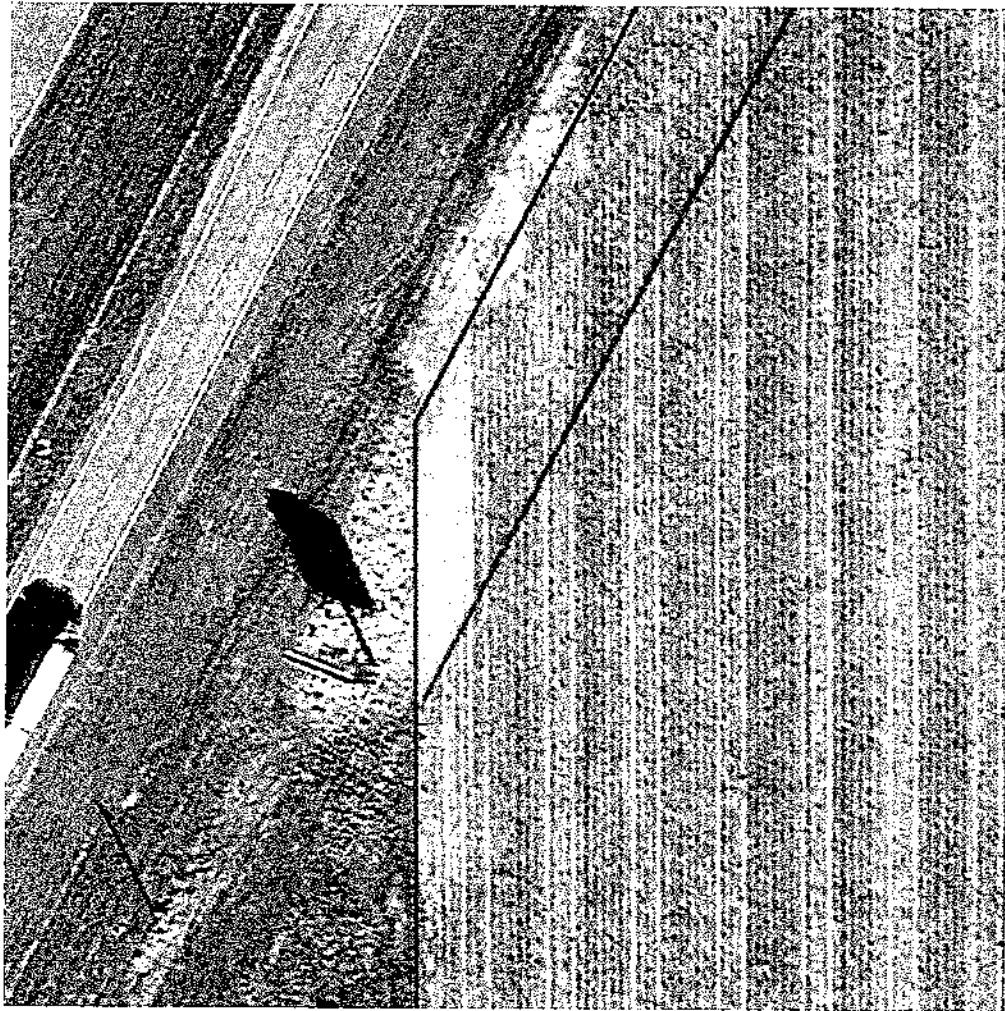
SUBJECT PROPERTY PHOTOGRAPHS



Source: Google Maps
Blue: Subject property boundary (estimated by appraiser)
Yellow: City of Kingsville Utility Easement (estimated by appraiser)
Green: 2016 TxDOT ROW acquisition (estimated by appraiser)

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



AERIAL PHOTOGRAPH

Source: Google Maps

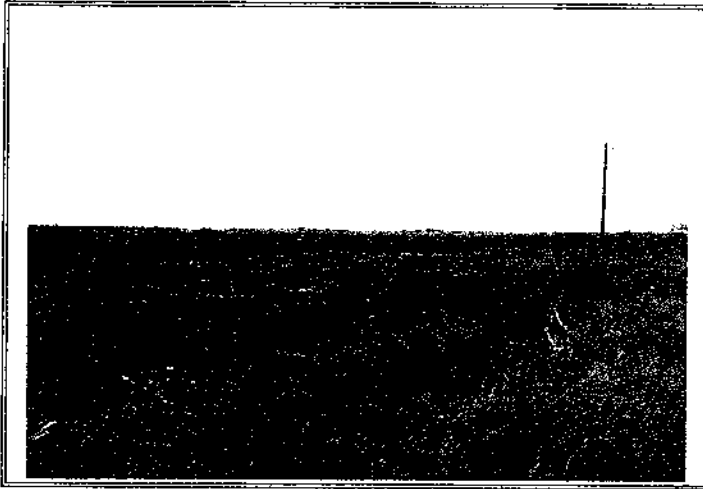
Blue: Subject property boundary (estimated by appraiser)

Yellow: City of Kingsville Utility Easement (estimated by appraiser)

Green: 2016 TxDOT ROW acquisition (estimated by appraiser)

INTRODUCTION

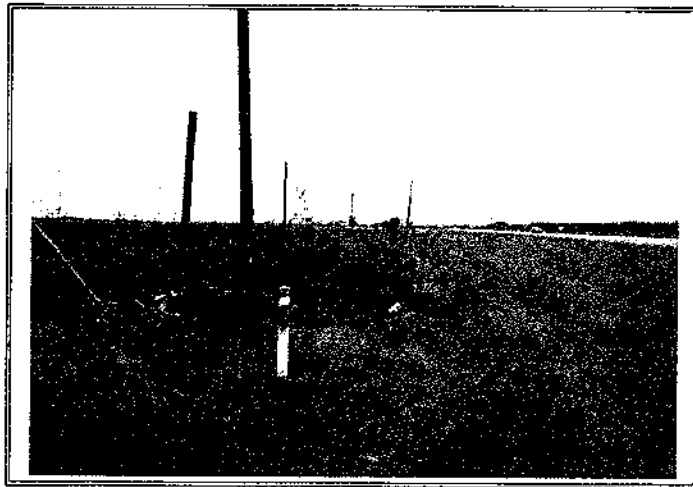
SUBJECT PROPERTY PHOTOGRAPHS



Subject property

Date photo taken:
February 19, 2020

Subject property along US
Hwy 77



Date photo taken:
February 19, 2020



Subject property along Trant
Road

Date photo taken:
February 19, 2020

INTRODUCTION

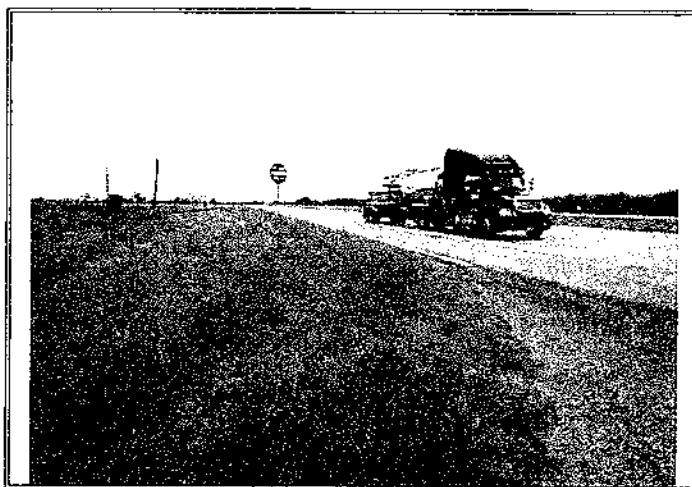
SUBJECT PROPERTY PHOTOGRAPHS



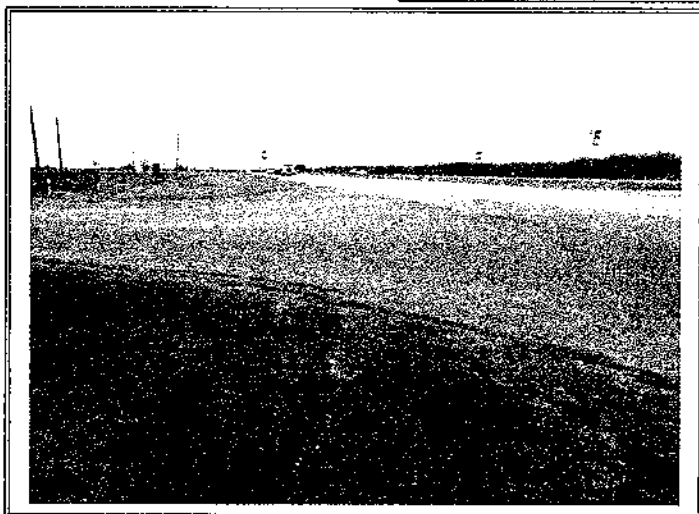
Along US Hwy 77 (subject on right)

Date photo taken:
February 19, 2020

Along US Hwy 77 (subject on left)



Date photo taken:
February 19, 2020



Corner of US Hwy 77 and
Trant Road (subject on left)

Date photo taken:
February 19, 2020

Easement 1

(7)

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CITY OF KINGSVILLE

Project 81-30

EASEMENT AGREEMENT

THE STATE OF TEXAS I
COUNTY OF KLEBERG I KNOW ALL MEN BY THESE PRESENTS:

THAT M. E. Cumberland and wife, Irene Mary Cumberland
of the County of Kleberg, State of Texas (hereinafter referred to
as the "Grantor"), for and in consideration of the sum of five thousand, five hundred eighty-eight and 80/100 Dollars
(\$ 5,588.80) to (me) (us) (him) in hand paid by THE CITY OF
KINGSVILLE (hereinafter referred to as the "Grantee"), a home rule,
municipal corporation and body politic existing by virtue of the laws
of the State of Texas, whose address is P. O. Box 1458, Kingsville,
Kleberg County, Texas, the receipt and sufficiency of which is hereby
acknowledged, has granted and conveyed and by these presents does
grant and convey unto the Grantee, its successors, assigns and legal
representatives the unlimited, free and uninterrupted use, liberty,
privilege, right-of-way and easement for the purpose of laying, con-
structing, inspecting, maintaining, altering, operating, replacing
and removing a pipeline or line with necessary fittings, appliances
and other appurtenances incidental thereto, for the transportation
of raw and treated water and sewage, for municipal, domestic, agri-
cultural, industrial or any other useful purposes, which right-of-way
and easement shall be of a width of Twenty feet
(20') in, on, upon, over, along, across, under and through a
certain tract of land situated in Kleberg County, Texas, and being
described as follows:

All of that certain parcel or tract of land being
more particularly described in Exhibit "A" attached
hereto and made a part hereof for all purposes;

Together with a temporary construction easement
located alongside of and adjacent to the above
described right-of-way and easement to be used
for working room, stockpiling and storage of
materials and equipment, constructing, assembling
and stringing of pipe, and operating construction
machinery equipment in constructing a pipeline for

VOL 443 PAGE 19

the transportation of water. Said temporary construction easement shall be terminated upon the final completion of all construction of said water pipeline, and upon said completion, the Grantee agrees to provide a letter of release of the temporary construction easement, if requested by the Grantor.

A description of the temporary construction easement is shown on Exhibit "B" and made a part hereof for all purposes.

There is included in this grant and conveyance the right of the Grantee, from time to time, to lay, construct, inspect, maintain, alter, operate, replace and remove additional pipelines or lines for the purposes herein set forth, provided, however, such additional pipelines or lines shall be subject to the same rights, privileges and conditions as herein provided.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to, the free and full right of ingress or egress on, over, across, to and from said right-of-way and easement, the right from time to time to remove all obstructions that may injure, endanger or interfere with the maintaining, servicing, repairing, constructing, removing and inspecting any pipeline or line and the granting of use of said right-of-way, as may be required, to franchisees of Grantee.

The Grantee accepts this grant and conveyance with the understanding that the Grantor, (his) (her) (their) (its) heirs, legal representatives, successors and assigns, after completion of the construction as above mentioned, shall not be restricted with respect to the use of the surface of the above described property, provided, however, that no building, permanent structure (which term shall not include railroad tracks, road surfacing, culverts, gutters, parking lots and sidewalks), land fill or dumpsite may be created thereon by the Grantor, (his) (her) (their) (its) heirs, legal representatives, successors and assigns.

All ditching shall be double ditched and all surfaces returned to present condition.

Easement 1

VOL. 443 PAGE 20

To have and to hold said right-of-way and easement, unto the said Grantee, its successors, assigns and legal representatives, so long as the rights, privileges and easements herein granted and conveyed, or any of them shall be used by, or be useful to the Grantee, its successors, assigns and legal representatives for the purposes herein granted; and the Grantor hereby bind(s) (himself) (herself) (themselves) (itself), (his) (her) (their) (its) heirs, legal representatives, successors and assigns to warrant and forever defend all and singular said right-of-way and easement unto the said Grantee, its successors, assigns and legal representatives against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this Easement Agreement is executed on this

25th day of October, 1903, at Kingsville, Texas

W. B. Cumberland

Irene Mary Cumberland
Irene Mary Cumberland

Accepted by the City of Kingsville, a home-rule, municipal corporation and body politic existing by and under the laws of the State of Texas, this 31st day of October, 19 03, pursuant to motion duly made, seconded and adopted by the City Commission of the City of Kingsville.

THE CITY OF KINGSVILLE

By: Henry A. Williams
Mayor

ATTEST:

W. B. Cumberland
City Secretary

Easement 1

vol 443 page 21

STATE OF TEXAS | FOR CITY OF KINGSVILLE
COUNTY OF KLEBERG | 20' UTILITY EASEMENT

Exhibit "A"

FIELD NOTES for a 20' Utility Easement being out of Lots 11 and 14, Section 22, of the Kleberg Town and Improvement Company Sub-division, a map of which is recorded in Volume 1, Page 34 of the Map Records of Kleberg County, Texas and said 20' utility easement being more particularly described by notes and bounds as follows:

BEGINNING at a point in the North line of a 60' unopened road (Escondido Road) for the S.E. corner of Lot 13, and the S.W. corner of Lot 14, Section 22 of said Kleberg Town and Improvement Company Subdivision and for the S.W. corner of this 20' utility easement;

THENCE North 0°57' West along a common line between Lots 13 and 14, and 11 and 12, a distance of 2309.48 feet more or less to a point in the East right-of-way line of U. S. 77 for a corner of this 20 foot utility easement;

THENCE North 27° 44 East, with the East right of way line of U. S. 77, a distance of 41.67 feet to a point in said right-of-way for a corner of said 20 foot utility easement;

THENCE South 0°57' East parallel to and 20 feet East from the West line of Lots 11 and 14, a distance 2,342.04 feet more or less to a point in the North line of said Escondido Road and the South line of said Lot 14, Section 22, for the Southeast corner of said 20 foot utility easement;

THENCE South 89°03' West along the North line of said Escondido Road, and the South line of said Lot 14, a distance of 20' to the PLACE OF BEGINNING and containing 1.3425 acres of land.

Kleberg CAD

Property Search > 21463 NEWMAN BEVERLY for Year 2019

Tax Year: 2019

Property

Account

Property ID: 21463 Legal Description: K T & I CO, BLOCK 22, LOT PT 11, ACRES 9.299
 Geographic ID: 290002211100192 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: Mapsco:
 Neighborhood: Map ID: 82
 Neighborhood CD:

Owner

Name: NEWMAN BEVERLY Owner ID: 63447
 Mailing Address: ETAL % Ownership: 100.000000000000%
 1607 MORSE ST
 HOUSTON, TX 77019

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$133,650	\$3,950
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$133,650	
(-) Ag or Timber Use Value Reduction:	-	\$129,700	
<hr/>			
(=) Appraised Value:	=	\$3,950	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$3,950	

Taxing Jurisdiction

Owner: NEWMAN BEVERLY
 % Ownership: 100.000000000000%
 Total Value: \$133,650

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$3,950	\$3,950	\$0.00
CKI	CITY OF KINGSVILLE	0.853040	\$3,950	\$3,950	\$33.70
GKL	KLEBERG COUNTY	0.769500	\$3,950	\$3,950	\$30.39
SKI	KINGSVILLE I.S.D.	1.518900	\$3,950	\$3,950	\$60.00
WST	SOUTH TEXAS WATER AUTHORITY	0.086911	\$3,950	\$3,950	\$3.44



March 12, 2020

Mr. Mark McLaughlin
City Manager
City of Kingsville
400 W. King Ave.
Kingsville, Texas 78363

RE: Appraisal Report of the utility easement to be situated on ± 10.000 acres located WL of US Hwy 77, N of CR 2120, Kleberg County, Texas.

Parcel: Easement 2
Project Name: City of Kingsville compensation appraisals
Property Owner: City of Kingsville easement interest on property owned by Gene M Jones
CAD Parcel Number: 20124
Legal Description: The North 50.95 acres of Farm Lots One (1), Two (2), and Three (3), Section Thirty-three (33), Kleberg Town and Improvement Company's Subdivision, Kleberg County, Texas, being the North 50.95 acres of said Farm Lot lying West of US Highway 77 Bypass

Dear Mr. Mark McLaughlin:

As requested, an appraisal has been completed on the above referenced property. The purpose of the appraisal is to estimate the market value of the fee simple interest of the subject whole property and the recommended compensation for the utility easement. The following appraisal and final estimate of value have been based upon the inspection of the property and upon research into various factors which influence value. The effective date of this appraisal was February 19, 2020.

The analysis and results of the investigation are submitted in the accompanying report which has been prepared in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE, the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.

MARKET VALUE/RECOMMENDED COMPENSATION ESTIMATES - The market value of fee simple interest in the subject property, as well as the recommended compensation estimate for the proposed acquisition, as of February 19, 2020, was as follows:

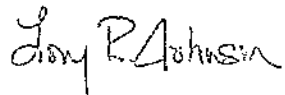
Recommended Compensation Summary		
Whole Property Value (Land only) - Separate Economic Unit	\$239,580	
Utility Easement (± 0.3023 acres)		\$6,881
Remainder Before the Acquisition	\$232,699	
Remainder After the Acquisition	\$232,699	
Damages/(Enhancements)		\$0
Special Compensation/Cost to Cure		\$59,200
Total Recommended Compensation		\$66,081

Page 2
March 12, 2020

ATRIUM REAL ESTATE SERVICES appreciates the opportunity to be of service to you. Should you have any questions, or if we can be of further assistance, please contact our office.

Respectfully submitted,

ATRIUM REAL ESTATE SERVICES



Lory R. Johnson, MAI, SR/WA
President & CEO
Texas Certified Appraiser #TX-1321640-G
Date Signed: March 12, 2020



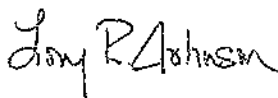
Matthew Connolly
Coastal Bend Director
Texas Certified Appraiser #TX-1380774-G
Date Signed: March 12, 2020

CERTIFICATION OF THE APPRAISER

The undersigned do hereby certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved. I have not performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, the occurrence of a subsequent event directly related to the intended use of this appraisal.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE. The report also conforms to the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.
- Lory R. Johnson, MAI, SR/WA and Matthew Connolly have made a personal inspection of the property that is the subject of this report.
- Matthew Connolly provided significant real property appraisal assistance to the person signing this certification.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, Lory R. Johnson, MAI, SR/WA has completed the continuing education program for Designated Members of the Appraisal Institute.
- this appraisal report sets forth all limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions, and conclusions expressed herein.
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- the market data contained within this report, has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation, and validity.

ATRIUM REAL ESTATE SERVICES



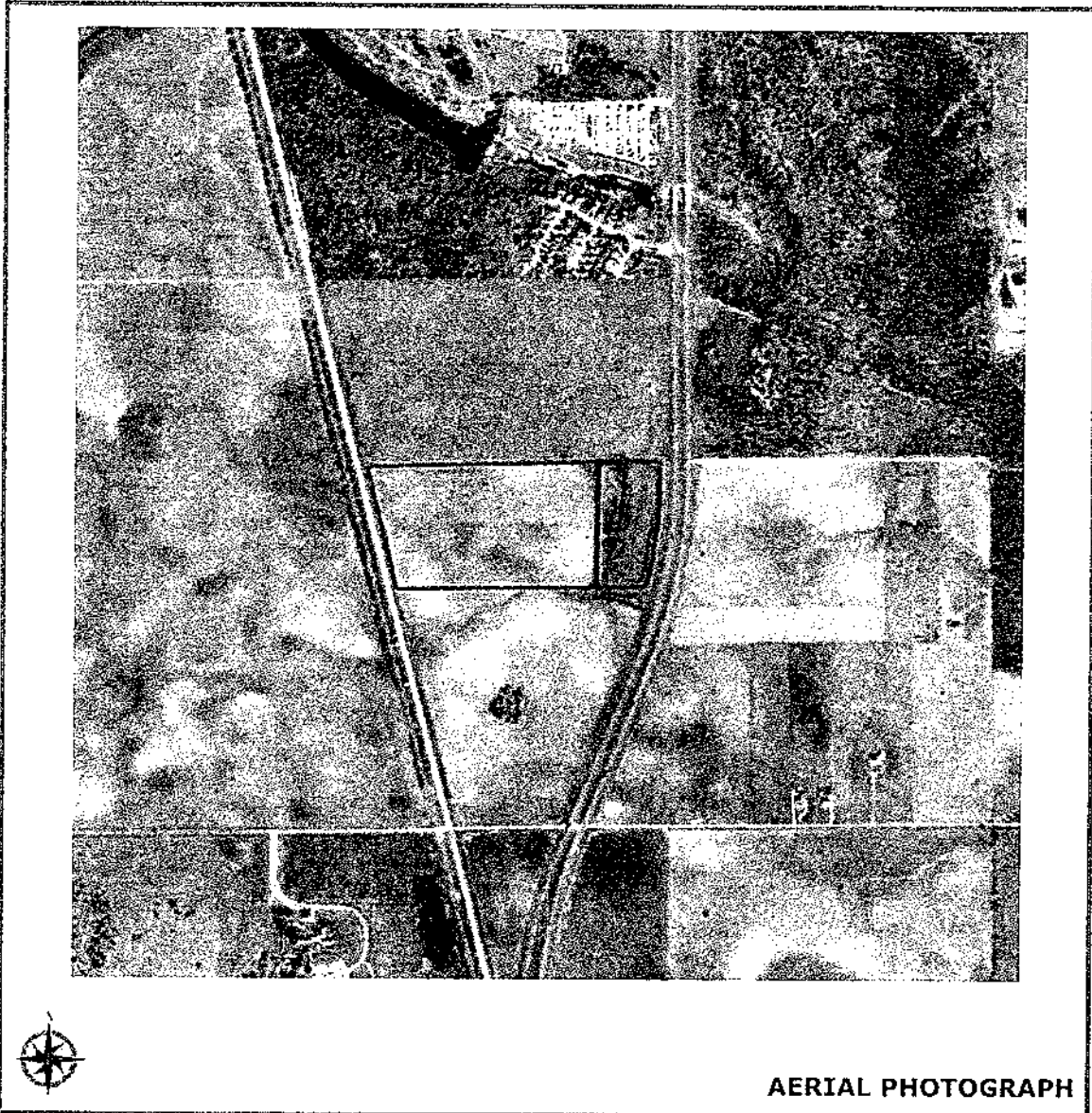
Lory R. Johnson, MAI, SR/WA
President & CEO
Texas Certified Appraiser #TX-1321640-G
Date Signed: March 12, 2020



Matthew Connolly
Coastal Bend Director
Texas Certified Appraiser #TX-1380774-G
Date Signed: March 12, 2020

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Source: Google Maps

Blue: Subject property boundary (estimated by appraiser)

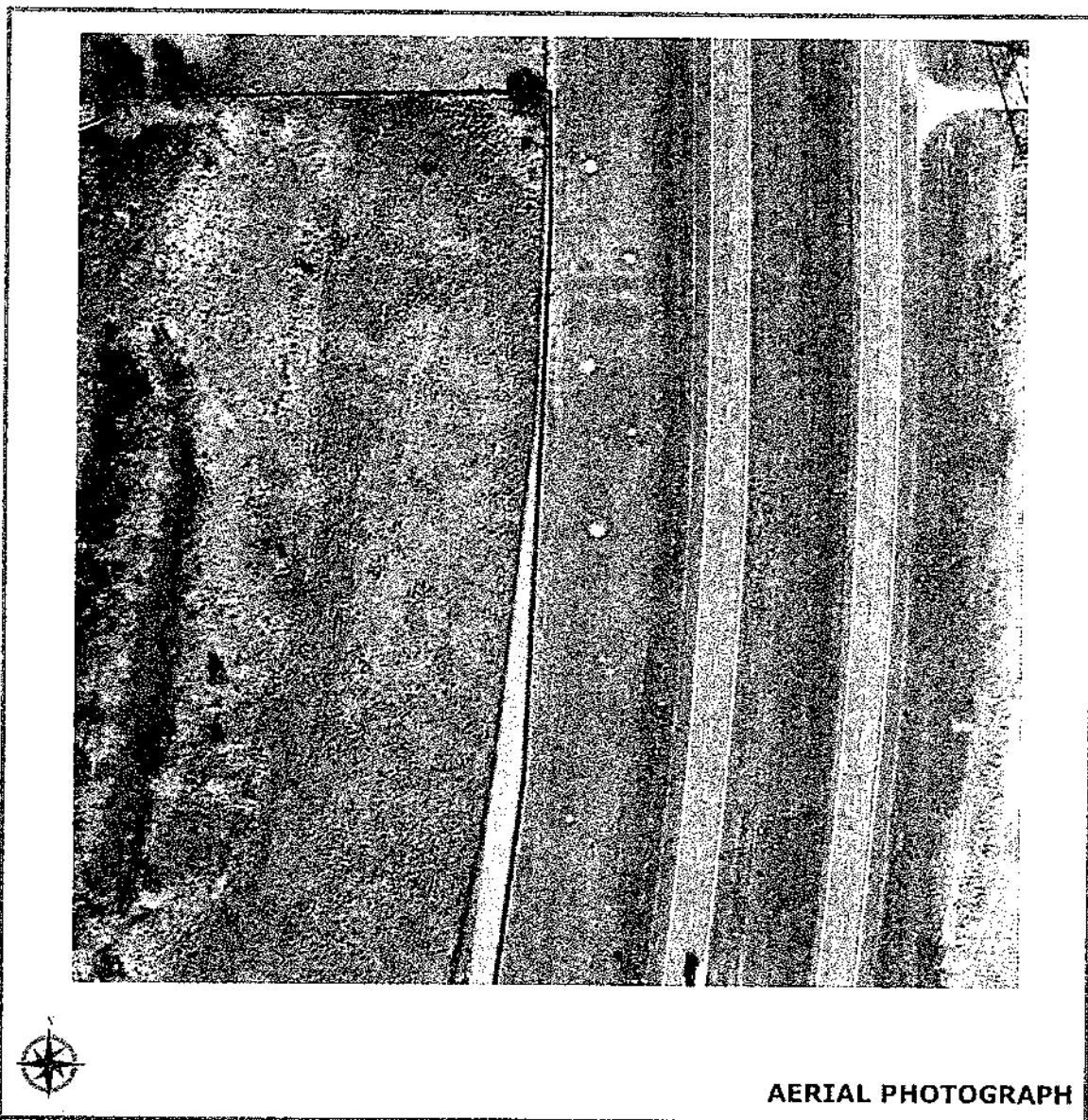
Yellow: City of Kingsville Utility Easement (estimated by appraiser)

Green: 2016 TxDOT ROW acquisition (estimated by appraiser)

Red: Separate Economic Unit (estimated by appraiser)

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Source: Google Maps

Blue: Subject property boundary (estimated by appraiser)

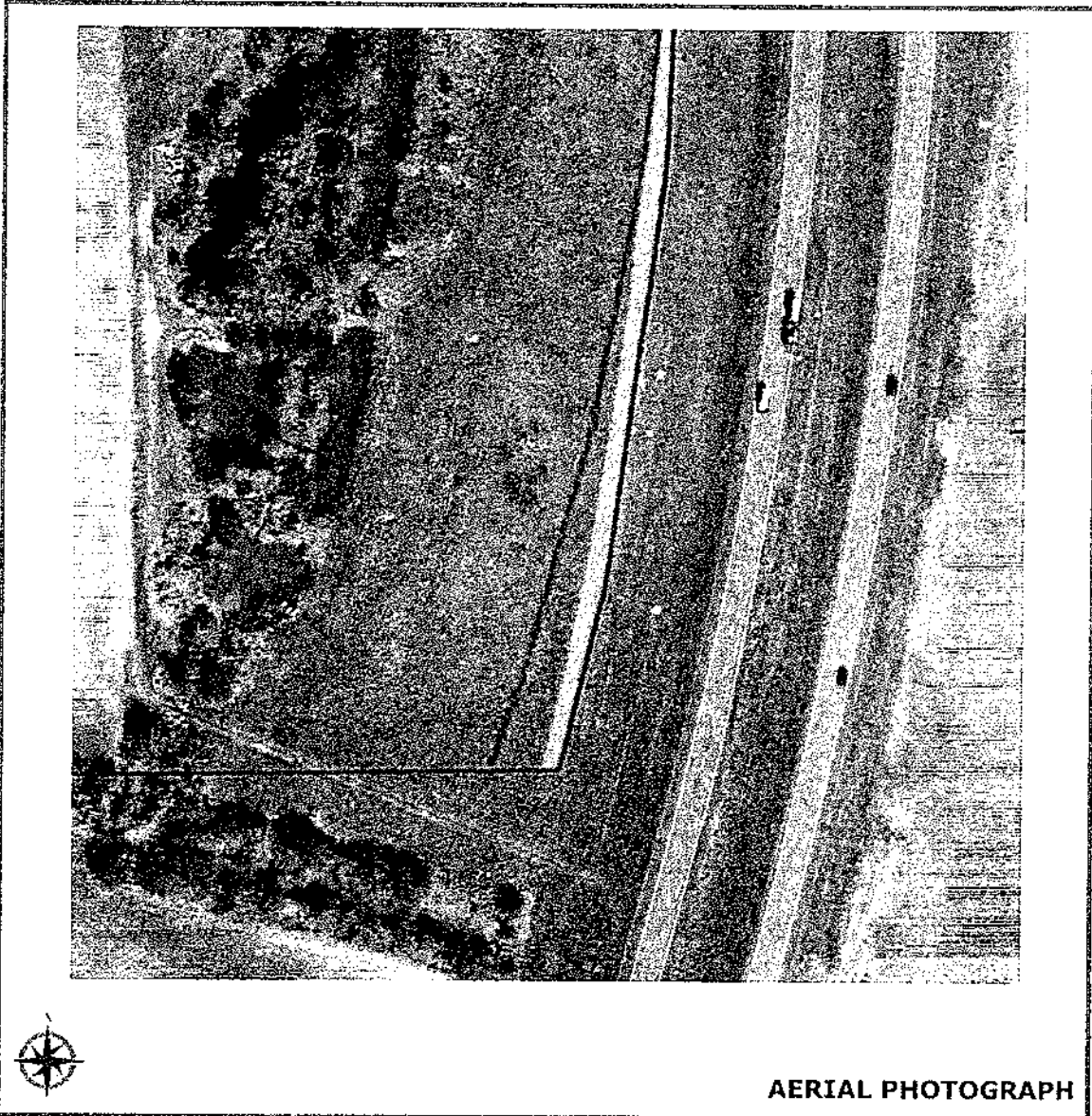
Yellow: City of Kingsville Utility Easement (estimated by appraiser)

Green: 2016 TxDOT ROW acquisition (estimated by appraiser)

Red: Separate Economic Unit (estimated by appraiser)

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Source: Google Maps
Blue: Subject property boundary (estimated by appraiser)
Yellow: City of Kingsville Utility Easement (estimated by appraiser)
Green: 2016 TxDOT ROW acquisition (estimated by appraiser)
Red: Separate Economic Unit (estimated by appraiser)

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Subject property

Date photo taken:
February 19, 2020

Subject property



Date photo taken:
February 19, 2020



Subject property

Date photo taken:
February 19, 2020

INTRODUCTION

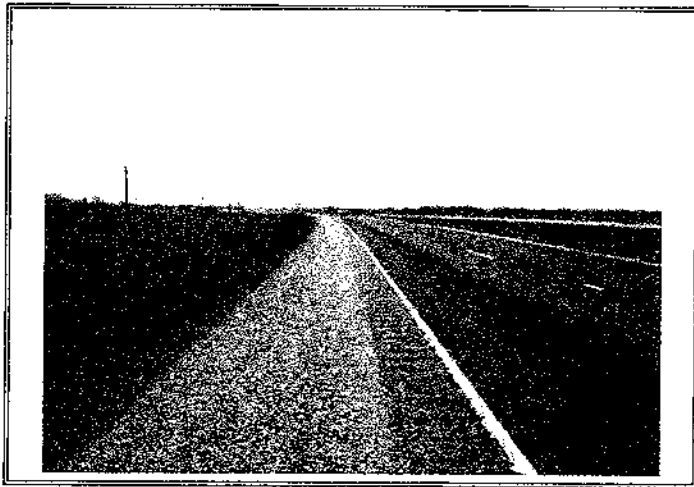
SUBJECT PROPERTY PHOTOGRAPHS



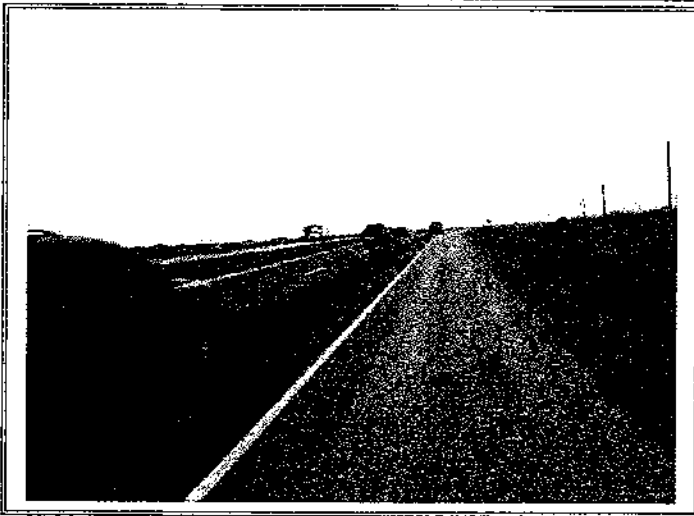
Subject property

Date photo taken:
February 19, 2020

Along US Hwy 77 (subject on left)



Date photo taken:
February 19, 2020



Along US Hwy 77 (subject on right)

Date photo taken:
February 19, 2020

Easement 2

VOL 459 PAGE 98

STATE OF TEXAS

FOR: City of Kingsville

COUNTY OF KLEBERG

A 20' Utility Easement
(0.4946 Acres)

PARCEL PA-2-P

FIELD NOTES for a 20' Utility Easement here designated Parcel PA-2-P and being out of Farm Lot 1, Block 33, of the KLEBERG TOWN AND IMPROVEMENT CO. SUBDIVISION as recorded in Vol. 1, Pg. 34 of the Map Records of Kleberg County, Texas, also being out of a 50.95 acre tract known as Tract 9 and allotted to Kenneth A. Huff in a Partition Decree dated February 20, 1973 and recorded in Vol. 272, Pg. 184 et seq of the Deed Records of Kleberg County, Texas and said 20' Utility Easement being more particularly described by notes and bounds as follows:

BEGINNING at a point in the West N.O.W. line of U. S. Highway 77 Bypass at the intersection of the South N.O.W. of a 60' Unopened County Road for the N.E. corner of Farm Lot 1, Block 33 and for the N.E. corner of this 20' Utility Easement;

THENCE, S-00°-41'-33"-E, along the West line of U. S. Highway 77 Bypass, a distance of 45.73' to a point of curvature of this 20' Utility Easement;

THENCE, along the West line of U. S. Highway 77 Bypass along a curve to the right having a Delta Angle of 16°-06'-00", Radius of 3666.05', Tangent of 519.15', for an arc distance of 1031.46' to a point for the S.W. corner of said 50.95 acre tract and for the S.E. corner of this 20' Utility Easement;

THENCE, S-89°-19'-00"-W, along the South line of said 50.95 acre tract, a distance of 20.02' to a point for the S.W. corner of this 20' Utility Easement;

THENCE, in a Northeasterly direction parallel to and 20' West of the West line of U. S. Highway 77 Bypass along a curve to the left having a Delta Angle of 16°-12'-07", Radius of 3648.09', Tangent of 519.26', for an arc distance of 1031.54' to a point of Tangency of this 20' Utility Easement;

THENCE, N-00°-41'-33"-W, parallel to and 20' West of the West line of U. S. Highway 77 Bypass, a distance of 45.73' to a point in the South N.O.W. line of said 60' Unopened County Road and the North line of Farm Lot 1, Block 33 for the N.W. corner of this 20' Utility Easement;

THENCE, N-89°-19'-00"-E, along the South line of said 60' Unopened County Road and the North line of Farm Lot 1, Block 33, a distance of 20.00' to the PLACE OF BEGINNING and containing 0.4946 acre of land.

I do hereby certify that these field notes represent a survey made upon the ground under my direction and are true and correct to the best of my knowledge.

Date: July 23 1984

Signed:

Registered Public Surveyor
COYNE & REINHART ENGINEERING CO., INC.



EXHIBIT "A"

Easement 2

VOL 459 PAGE 99

STATE OF TEXAS
COUNTY OF KLEBERG

FOR: City of Kingville
A 60' Construction Easement
(1.4842 Acres)

PARCEL PA-2-C

FIELD NOTES for a 60' Construction Easement were designated Parcel PA-2-C and being out of Farm Lot 1, Block 33, of the KLEBERG TOWN AND IMPROVEMENT CO. SUBDIVISION as recorded in Vol. 1, Pg. 34 of the Map Records of Kleberg County, Texas and also being out of a 50.95 acre tract known as Tract 9 and allotted to Kenneth A. Huff in a Partition Decd dated February 28, 1971 and recorded in Vol. 272, Pg. 164 et seq of the Deed Records of Kleberg County, Texas and said 60' Construction Easement being more particularly described by notes and bounds as follows:

BEGINNING at a point in the South line of a 60' Unopened County Road, the North line of Farm Lot 1, Block 33 for the N.W. corner of a 20' Utility Easement designated as Parcel PA-2-P for the N.E. corner of this 60' Construction Easement and from whence the N.E. corner of Farm Lot 1, Block 33 in the West R.O.W. line of U. S. Highway 77 Bypass bears N-89°-19'-00"-E, 20.00';

THENCE, S-00°-41'-33"-E, along the West line of said 20' Utility Easement, a distance of 45.73' to a point of curvature of this 60' Construction Easement;

THENCE, along the West line of said 20' Utility Easement along a curve to the right having a Delta Angle of 36°-12'-07", Radius of 3648.09', Tangent of 519.26', for an arc distance of 1031.50' to a point for the S.W. corner of said 20' Utility Easement and the S.E. corner of this 60' Construction Easement;

THENCE, S-89°-19'-00"-W, a distance of 62.52' to a point for the S.W. corner of this 60' Construction Easement;

THENCE, parallel to and 60' West of the West line of said 20' Utility Easement along a curve to the left having a Delta Angle of 16°-28'-49", Radius of 3588.09', Tangent of 519.63', for an arc distance of 1032.06' to a point of Tangency of this 60' Construction Easement;

THENCE, N-00°-41'-33"-W, parallel to and 60' West of the West line of said 20' Utility Easement, a distance of 45.73' to a point in the South R.O.W. line of a 60' Unopened County Road and the North line of Farm Lot 1, Block 33 for the N.W. corner of this 60' Construction Easement;

THENCE, N-89°-19'-00"-S, along the South line of a 60' Unopened County Road, a distance of 60.00' to the PLACE OF BEGINNING and containing 1.4842 acres of land.

I do hereby certify that these field notes represent a survey made upon the ground under my direction and are true and correct to the best of my knowledge.

Date: July 22, 1984

Signed:

Registered Public Surveyor
COYH & REHMET ENGINEERING CO., INC.



EXHIBIT "B"

Easement 2

VOL 458 PAGE 100

EXHIBIT "C"

The consideration for the above easement shall be as follows:

The CITY OF KINGSVILLE hereby agrees to place an 8" tap at the Northwest corner of said tract and to allow the said REGINALD HUFF the privilege of tapping on and purchasing water to serve lands owned by him, his brother, LEONARD HUFF, and his sister, DOROTHY HUFF, at the normal and customary rates for residents of the CITY OF KINGSVILLE.

This privilege shall extend to the said REGINALD HUFF, his heirs and assigns forever.

Kleberg CAD

Property Search > 20124 JONES GENE M for Year 2019

12/30/2019

Property

Account

Property ID: 20124 Legal Description: K T & F CO, BLOCK 33, LOT N PT 1 & PT 2, 50% UNDIVIDED INTEREST, (DAC: 25.475), ACRES 50.112

Geographic ID: 290003301101119 Zoning:

Type: Real Agent Code:

Property Use Code:

Property Use Description:

Location

Address: S HWY 77
TX Mapsco:

Neighborhood: Map ID: A4

Neighborhood CD:

Owner

Name: JONES GENE M Owner ID: 10849

Mailing Address: PO DRAWER A
KINGSVILLE, TX 78364-1603 % Ownership: 50.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$75,170	\$10,650
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$75,170	
(-) Ag or Timber Use Value Reduction:	-	\$64,520	
<hr/>			
(=) Appraised Value:	=	\$10,650	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$10,650	

Taxing Jurisdiction

Owner: JONES GENE M

% Ownership: 50.0000000000%

Total Value: \$75,170

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$10,650	\$10,650	\$0.00
GKL	KLEBERG COUNTY	0.769500	\$10,650	\$10,650	\$81.95
SRC	RICARDO I.S.D.	1.068350	\$10,650	\$10,650	\$113.78
WST	SOUTH TEXAS WATER AUTHORITY	0.086911	\$10,650	\$10,650	\$9.25
Total Tax Rate:		1.924761			



March 12, 2020

Mr. Mark McLaughlin
City Manager
City of Kingsville
400 W. King Ave.
Kingsville, Texas 78363

RE: Appraisal Report of the utility easement to be situated on ± 16.500 acres located NWC of US Hwy 77 & E CR 2120, and NEC of US Bus. 77 & E CR 2120, Kleberg County, Texas.

Parcel: Easement 3
Project Name: City of Kingsville compensation appraisals
Property Owner: City of Kingsville easement interest on property owned by Santiago Cantu
CAD Parcel Number: 20760, 31204
Legal Description: The South 50.95 acres of Farm Lots One (1), Two (2), and Three (3), lying west of Hwy 77, in Section Thirty-Three (33), the Kleberg Town and Improvement Company, Kleberg County, Texas

Dear Mr. Mark McLaughlin:

As requested, an appraisal has been completed on the above referenced property. The purpose of the appraisal is to estimate the market value of the fee simple interest of the subject whole property and the recommended compensation for the utility easement. The following appraisal and final estimate of value have been based upon the inspection of the property and upon research into various factors which influence value. The effective date of this appraisal was February 19, 2020.

The analysis and results of the investigation are submitted in the accompanying report which has been prepared in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE, the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.

MARKET VALUE/RECOMMENDED COMPENSATION ESTIMATES - The market value of fee simple interest in the subject property, as well as the recommended compensation estimate for the proposed acquisition, as of February 19, 2020, was as follows:

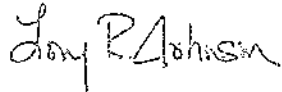
RECOMMENDED COMPENSATION SUMMARY		
Whole Property Value (Land only) - Separate Economic Unit	\$431,244	
Utility Easement (± 1.2518 acres)		\$31,081
Remainder Before the Acquisition	\$400,163	
Remainder After the Acquisition	\$400,163	
Damages/(Enhancements)		\$0
Special Compensation/Cost to Cure		\$228,490
Total Recommended Compensation		\$259,571

Page 2
March 12, 2020

ATRIUM REAL ESTATE SERVICES appreciates the opportunity to be of service to you. Should you have any questions, or if we can be of further assistance, please contact our office.

Respectfully submitted,

ATRIUM REAL ESTATE SERVICES



Lory R. Johnson, MAI, SR/WA
President & CEO
Texas Certified Appraiser #TX-1321640-G
Date Signed: March 12, 2020



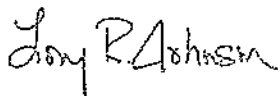
Matthew Connolly
Coastal Bend Director
Texas Certified Appraiser #TX-1380774-G
Date Signed: March 12, 2020

CERTIFICATION OF THE APPRAISER

The undersigned do hereby certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved. I have not performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, the occurrence of a subsequent event directly related to the intended use of this appraisal.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE. The report also conforms to the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.
- Lory R. Johnson, MAI, SR/WA and Matthew Connolly have made a personal inspection of the property that is the subject of this report.
- Matthew Connolly provided significant real property appraisal assistance to the person signing this certification.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, Lory R. Johnson, MAI, SR/WA has completed the continuing education program for Designated Members of the Appraisal Institute.
- this appraisal report sets forth all limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions, and conclusions expressed herein.
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- the market data contained within this report, has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation, and validity.

ATRIUM REAL ESTATE SERVICES



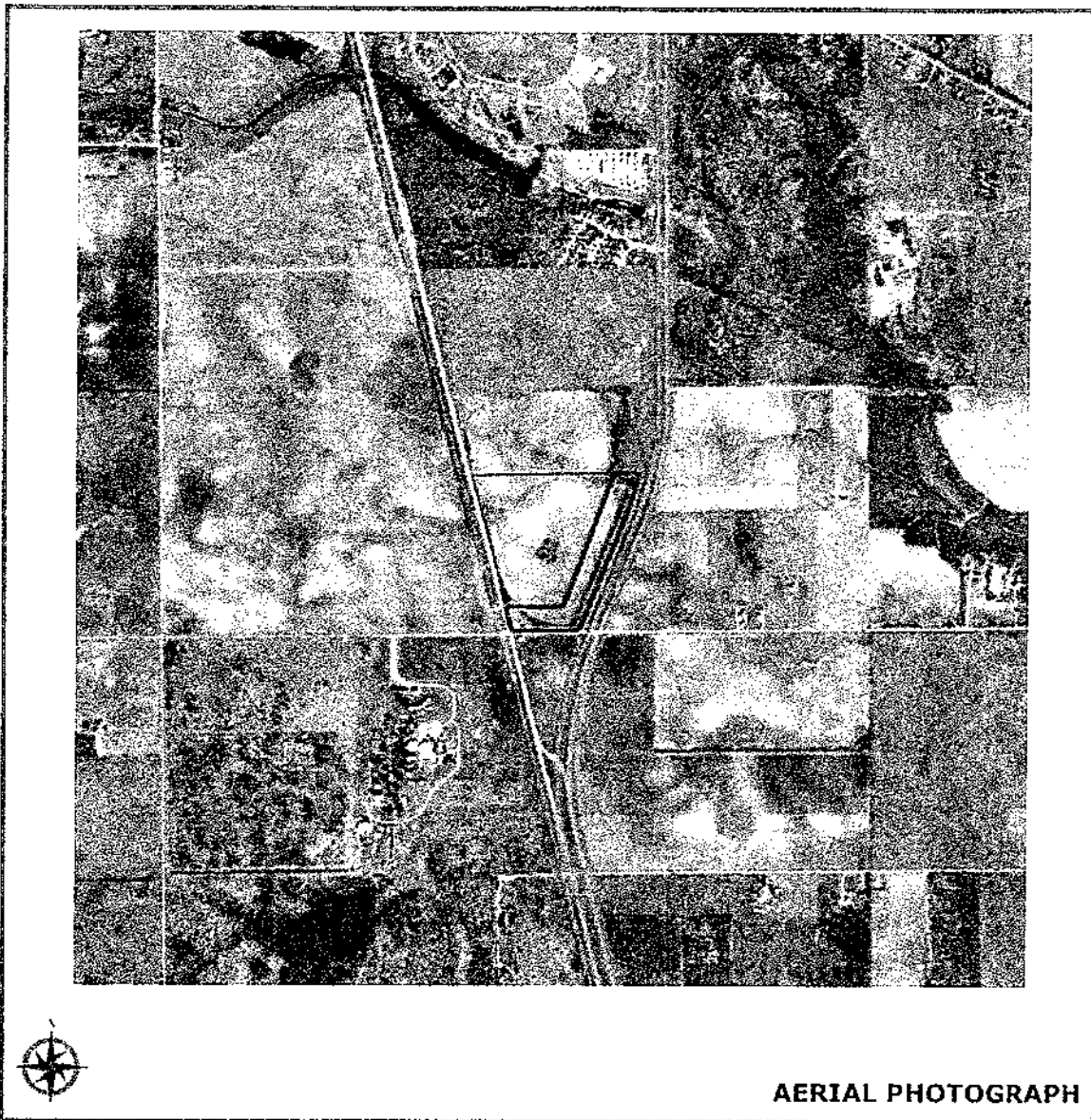
Lory R. Johnson, MAI, SR/WA
President & CEO
Texas Certified Appraiser #TX-1321640-G
Date Signed: March 12, 2020



Matthew Connolly
Coastal Bend Director
Texas Certified Appraiser #TX-1380774-G
Date Signed: March 12, 2020

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



Source: Google Maps
Blue: Subject property boundary (estimated by appraiser)
Yellow: City of Kingsville Utility Easement (estimated by appraiser)
Green: 2016 TxDOT ROW acquisition (estimated by appraiser)
Red: Separate Economic Unit (estimated by appraiser)

INTRODUCTION

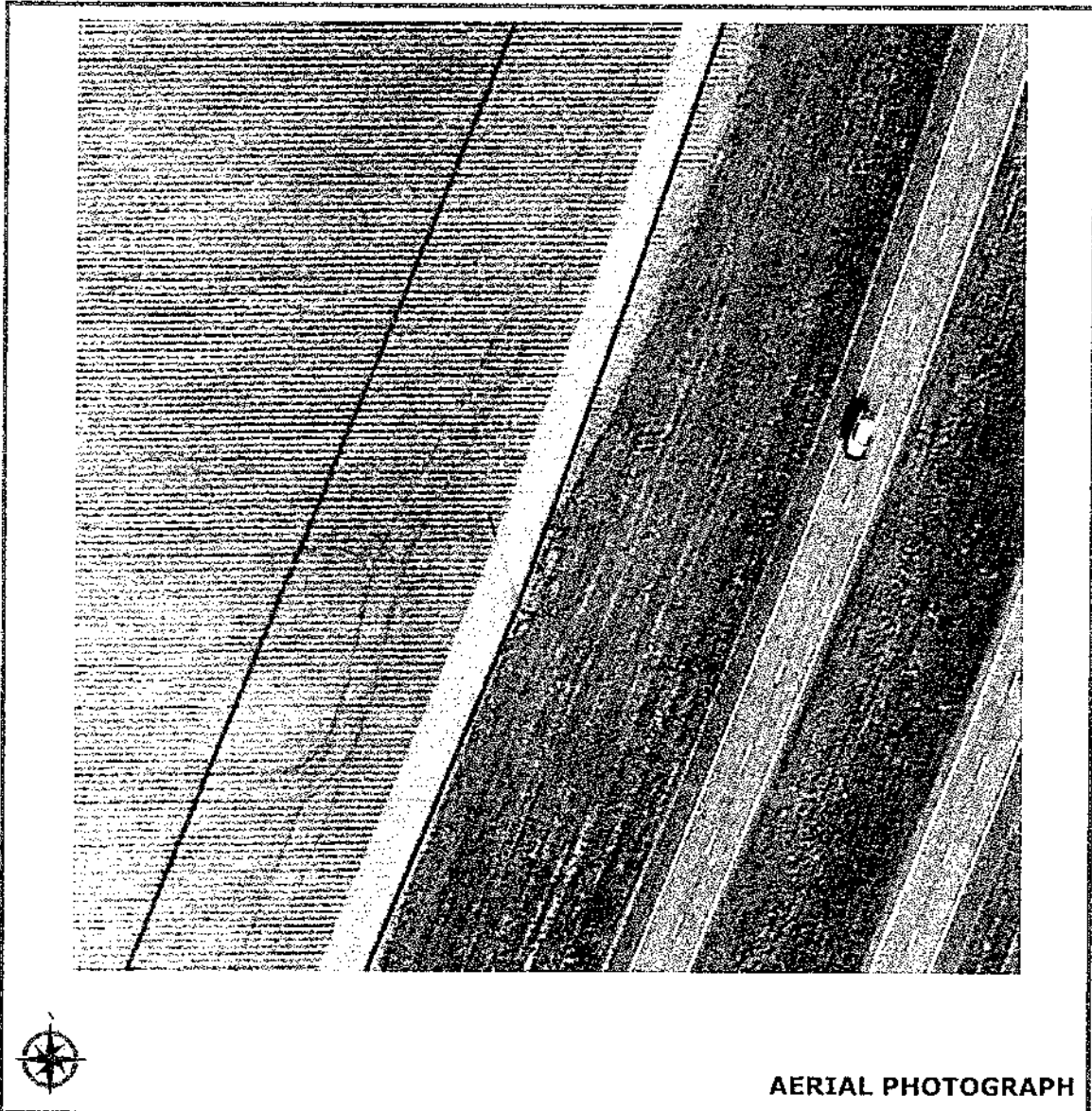
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INTRODUCTION

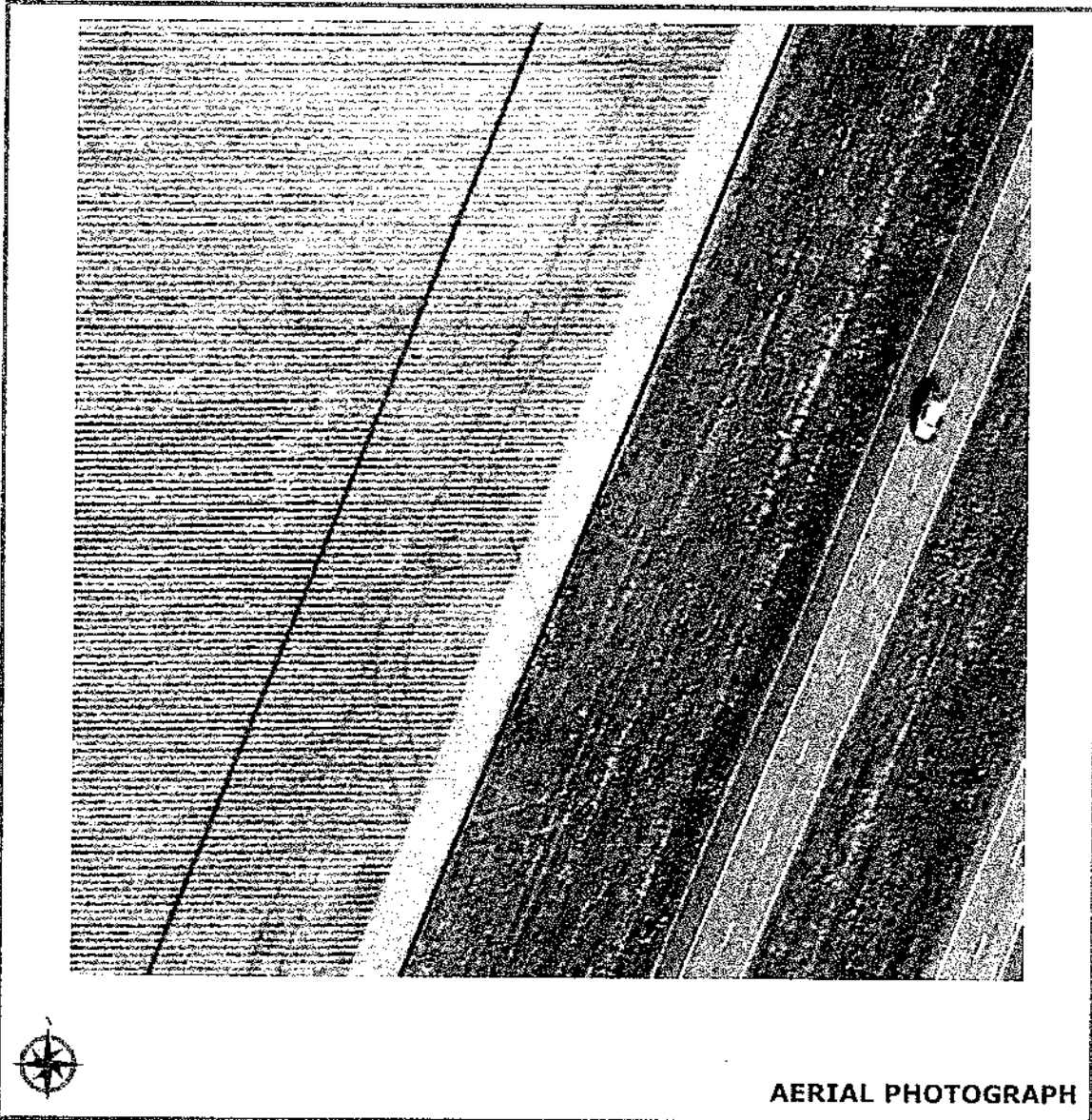
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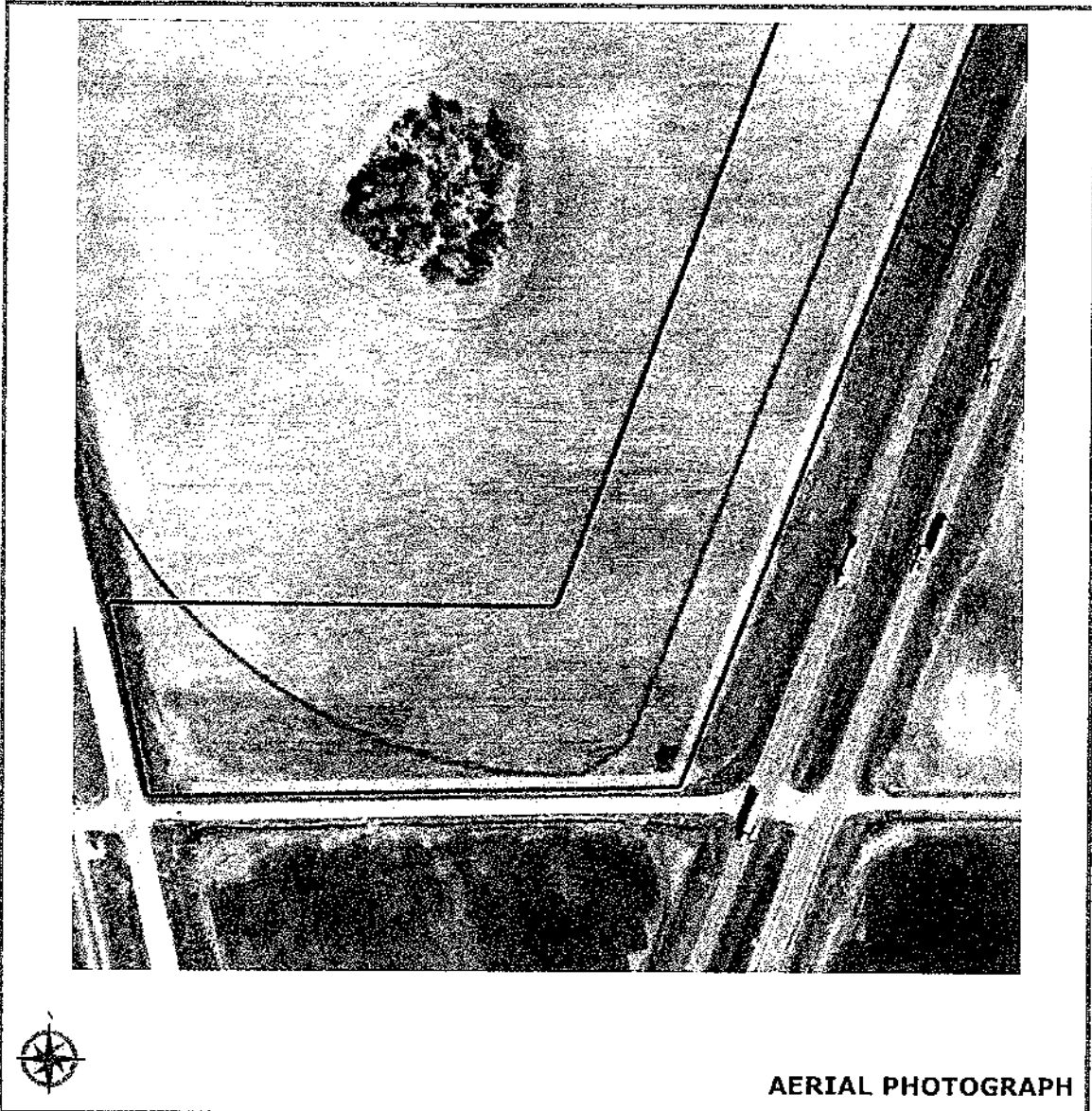
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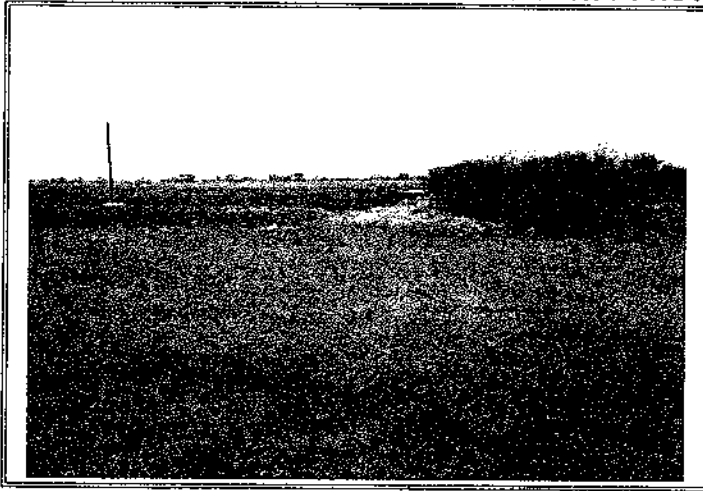
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INTRODUCTION

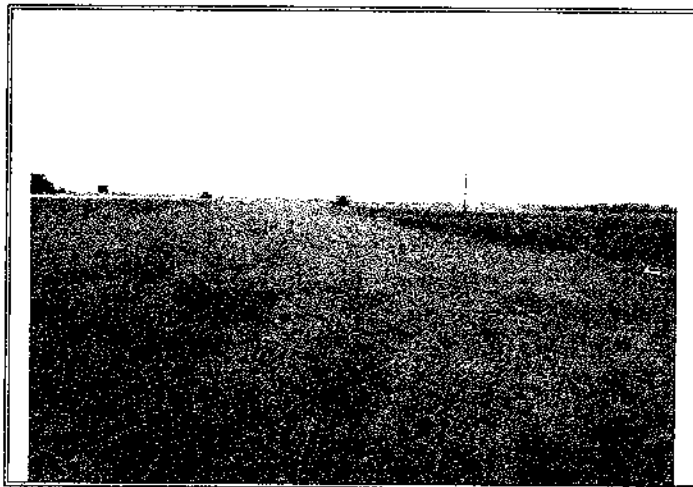
SUBJECT PROPERTY PHOTOGRAPHS



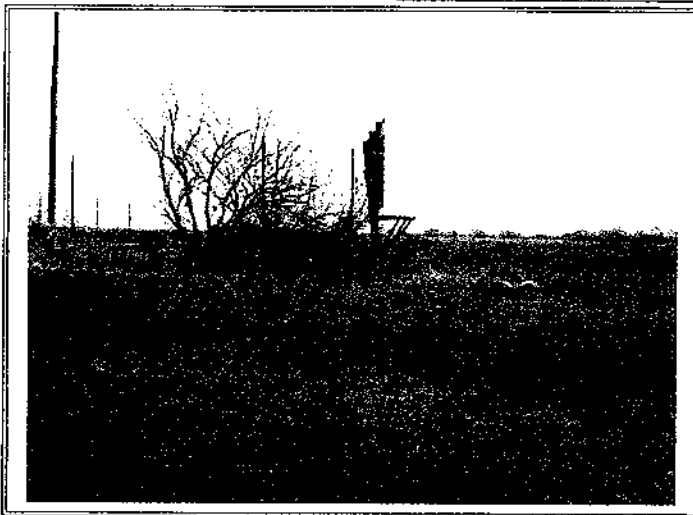
Subject property

Date photo taken:
February 19, 2020

Subject property along US
Hwy 77



Date photo taken:
February 19, 2020



Subject property (sign not
impacted)

Date photo taken:
February 19, 2020

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS



CR 2120, Subject to right

Date photo taken:
February 19, 2020

Subject property along US
Bus. 77



Date photo taken:
February 19, 2020

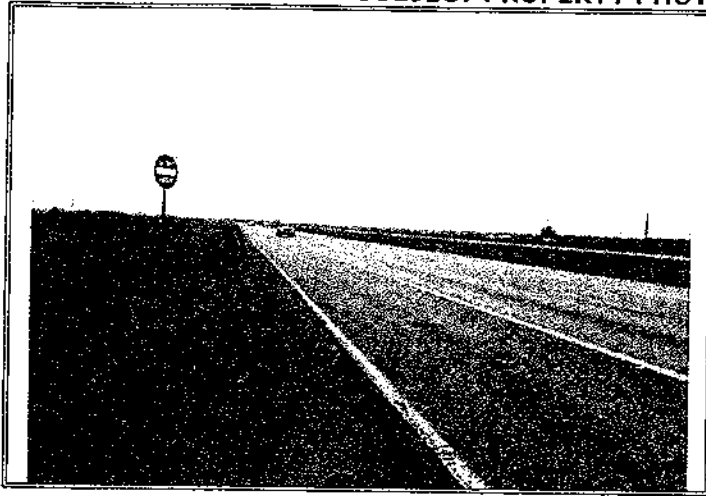


Subject property along US
Bus. 77

Date photo taken:
February 19, 2020

INTRODUCTION

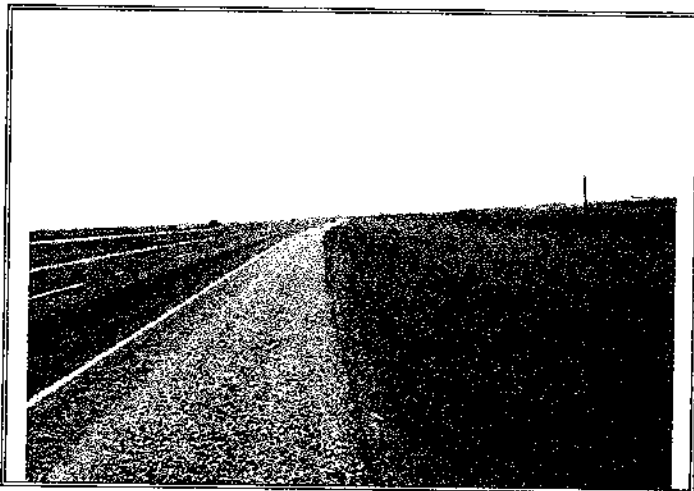
SUBJECT PROPERTY PHOTOGRAPHS



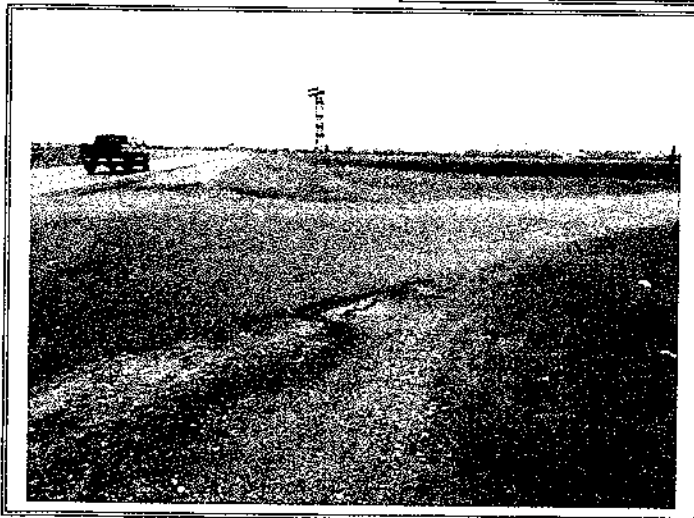
Along US Hwy 77 (subject
on left)

Date photo taken:
February 19, 2020

Along US Hwy 77 (subject on
right)



Date photo taken:
February 19, 2020



Corner of US Hwy 77 and CR
2120 (subject on right)

Date photo taken:
February 19, 2020

Easement 3

Vol. 458, p. 106

STATE OF TEXAS

FOR: City of Kingville

COUNTY OF KLEBERG

A 20' Utility Easement
(1.1347 Acres)

PARCEL PA-3-P

FIELD NOTES for a 20' Utility Easement here designated Parcel PA-3-P and being out of Farm Lots 1 and 3, Block 33, of the KLEBERG TOWN AND IMPROVEMENT CO. SUBDIVISION as recorded in Vol. 1, Pg. 34 of the Map Records of Kleberg County, Texas and also being out of a 50.95 acre tract known as Tract 5 allotted to Leonard L. Huff Jr. in a Partition Decd dated February 28, 1973 and recorded in Vol. 272, Pg. 164 et seq of the Decd Records of Kleberg County, Texas said 20' Utility Easement being more particularly described by Aches and bounds as follows:

BEGINNING at a point in the West R.O.W. line of a U. S. Highway 77 Bypass for the N.E. corner of said 50.95 acre tract known as Tract 5, S.E. corner of a 20' Utility Easement known as Parcel PA-2-P and for the N.E. corner of this 20' Utility Easement;

THENCE, along the West R.O.W. line of U.S. Highway 77 Bypass along a curve to the right having a Delta Angle of $6^{\circ}-30'-53''$, Radius of 3668.09', Tangent of 210.91', for an arc distance of 421.35' to a point of Tangency of this 20' Utility Easement;

THENCE, S-22°-00'-00"-W, along the West R.O.W. line of U. S. Highway 77 Bypass, a distance of 1906.55' to a point of intersection of the West R.O.W. line of U. S. Highway 77 Bypass in the North R.O.W. line of a 60' County Road for the S.E. corner of this 20' Utility Easement;

THENCE, S-69°-19'-00"-W, along the North R.O.W. line of said 60' County Road and the South line of Farm Lot 3, Block 33, a distance of 640.20' to a point in the West R.O.W. line of State Loop 428 for the S.W. corner of this 20' Utility Easement;

THENCE, N-52°-07'-22"-W, along the East R.O.W. line of State Loop 428, a distance of 32.09' to a point for the most southerly N.W. corner of this 20' Utility Easement;

THENCE, N-09°-19'-00"-E, parallel to and 20' North of the North R.O.W. line of a 60' County Road and the South line of Farm Lot 3, Block 33, a distance of 559.97' for an inner corner of this 20' Utility Easement;

THENCE, N-22°-00'-00"-E, parallel to and 20' West of the West line of U. S. Highway 77 Bypass, a distance of 1393.24' to a point of curvature of this 20' Utility Easement;

THENCE, along a curve to the left having a Delta Angle of $6^{\circ}-29'-27''$, Radius of 3648.09', Tangent of 206.86', for an arc distance of 413.27' to a point for the S.W. corner of said 20' Utility Easement known as Parcel PA-2-P and the N.W. corner of this 20' Utility Easement;

THENCE, N-89°-19'-00"-E, along the North line of said 50.95 acre tract, a distance of 20.92' to the PLACE OF BEGINNING and containing 1.1347 acres of land.

I do hereby certify that these field notes represent a survey made upon the ground under my direction and are true and correct to the best of my knowledge.

Date: July 23, 1984

Signed: *Pat W. Coy*

Registered Public Surveyor
COY & BENNET ENGINEERING CO., INC.

EXHIBIT "A"



Easement 3

Vol. 459 Page 107

STATE OF TEXAS

FOR: City of Kingsville

COUNTY OF KLEBERG

A 60' Construction Easement
(3.3775 Acres)

PARCEL PA-3-C

FIELD NOTES for a 60' Construction Easement here designated Parcel PA 3-C and being out of Farm Lots 1 and 3, Block 33, of the KLEBERG TON AND IMPROVEMENT CO. SUBDIVISION as recorded in Vol. 1, Pg. 34 of the Map Records of Kleberg County, Texas and also being out of a 50.9 acre tract known as Tract 5 allotted to Leonard L. Huff Jr. in Partition Deed dated February 28, 1973 and recorded in Vol. 272, Pg. 164 et seq of the Deed Records of Kleberg County, Texas and said 60' Construction Easement being more particularly described by notes and bounds as follows:

BEGINNING at a point in the North line of said 50.95 acre tract at the N.W. corner of a 20' Utility Easement known as Parcel PA-3-B or the S.E. corner of this 60' Construction Easement and from thence N. 83°-19'-00"-E. 29.32';

THENCE, along the West line of said 20' Utility Easement and along curve to the right having a Delta Angle of 5°-29'-27", Radius of 3648.09', Tangent of 296.36', for an arc distance of 413.27' to point of tangency of this 60' Construction Easement;

THENCE, S-22°-00'-00"-W, parallel to and 20' West of the West R.O.W. line of U. S. Highway 77 Bypass and along the West line of said 20' Utility Easement, a distance of 1393.24' to a point for the S. corner of this 60' Construction Easement;

THENCE, S-89°-19'-00"-W, parallel to and 20' North of the North R.O.W. line of a 60' County Road and the South line of Farm Lot 3, Block 33 a distance of 659.97' to a point in the East R.O.W. line of State Rte 428 for the S.W. corner of this 60' Construction Easement;

THENCE, N-52°-07'-22"-W, along the East R.O.W. line of State Rte 428 a distance of 96.26' to a point for the most Southerly N.W. corner of this 60' Construction Easement;

THENCE, N-89°-19'-00"-E, parallel to and 30' North of the North R.O.W. line of a 60' County Road and the South line of Farm Lot 3, Block 33 a distance of 645.28' to a point for an inner corner of this 60' Construction Easement;

THENCE, N-22°-00'-00"-E, parallel to and 60' West of the West line of U. S. Highway 77 Bypass, a distance of 1353.28' to a point of curvature of this 60' Construction Easement;

THENCE, parallel to and 60' West of the West R.O.W. line of U. S. Highway 77 Bypass along a curve to the left having a Delta Angle of 6°-12'-44", Radius of 3588.09', Tangent of 194.71', for an arc distance of 369.04' to a point for the N.W. corner of this 60' Construction Easement;

THENCE, N-89°-19'-00"-E, along the North line of said 50.95 acre tract a distance of 62.52' to the PLACE OF BEGINNING and containing 3.3775 acres of land.

I do hereby certify that these field notes represent a survey made upon the ground under my direction and are true and correct to best of my knowledge.

Date: July 22 1984

Signed: [Signature]

Registered Public Surveyor
COTY A. REHNERT ENGINEERING CO., INC.

EXHIBIT "D"



Easement 3

459^{end} 108

EXHIBIT 10

The consideration for the above easement shall be as follows:

The CITY OF KINGSVILLE hereby agrees to place an 8" tap at the Southeast corner of said tract and to allow the said LEONARD HUFF the privilege of tapping on and purchasing water to serve lands owned by him, his brother, KENNETH HUFF, and his sister, DOROTHY HUFF, at the normal and customary rates for the residents of the CITY OF KINGSVILLE.

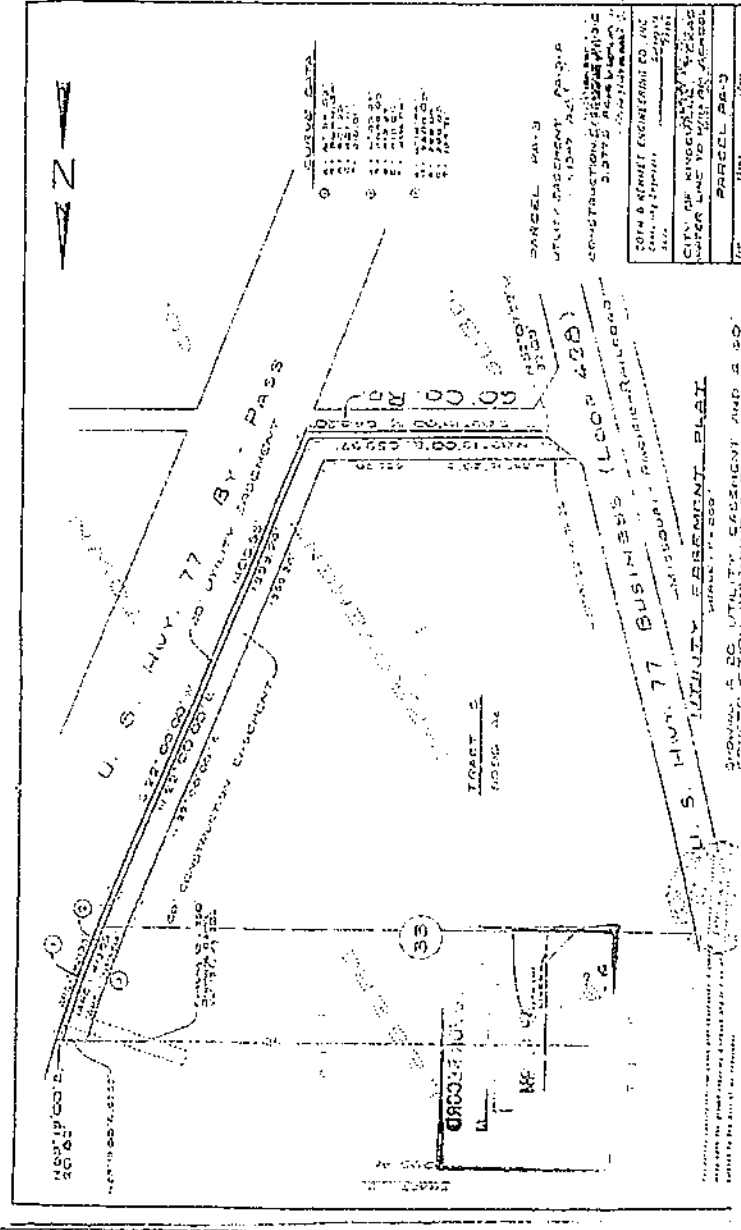
This privilege shall extend to the said LEONARD HUFF, his heirs and assigns forever.

val 459 ref 109

15221

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11



Kleberg CMT

Property Search > 20760 CANTU SANTIAGO for Year 2019 12/30/2019

Property:

Account

Property ID: 20760 Legal Description: K T & F CO, BLOCK 33, LOT S PT 1 & 2, W PT 3, ACRES 43.524
 Geographic ID: 290003301102119 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: Mapsco:
 Neighborhood: Map ID: A4
 Neighborhood CD:

Owner

Name: CANTU SANTIAGO Owner ID: 49166
 Mailing Address: PO BOX 197 % Ownership: 100.0000000000%
 LA BLANCA, TX 78558-0197
 Exemptions:

Values:

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$141,020	\$18,500
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$141,020	
(-) Ag or Timber Use Value Reduction:	-	\$122,520	
<hr/>			
(=) Appraised Value:	=	\$18,500	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$18,500	

Taxing Jurisdiction:

Owner: CANTU SANTIAGO
 % Ownership: 100.0000000000%
 Total Value: \$141,020

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$18,500	\$18,500	\$0.00
GKL	KLEBERG COUNTY	0.769500	\$18,500	\$18,500	\$142.36
SRC	RICARDO I.S.D.	1.068350	\$18,500	\$18,500	\$197.64
WST	SOUTH TEXAS WATER AUTHORITY	0.086911	\$18,500	\$18,500	\$16.08
Total Tax Rate:		1.924761			

Taxes w/Current Exemptions: \$356.08



March 17, 2020

Mr. Mark McLaughlin
City Manager,
City of Kingsville
400 W. King Ave.
Kingsville, Texas 78363

RE: Appraisal Report of the road ROW to be situated on ± 0.0833 acres located Terminus of Trant Road at US Hwy 77, Kingsville, Kleberg County, Texas.

Parcel: Trant Road
Project Name: City of Kingsville compensation appraisals
Property Owner: City of Kingsville
CAD Parcel Number: NA
Legal Description: City of Kingsville owned road right of way situated in the Juan Mindiola Survey, Abstract 192, Kleberg County, Texas

Dear Mr. Mark McLaughlin:

As requested, an appraisal has been completed on the above referenced property. The purpose of the appraisal is to estimate the market value of the fee simple interest of the subject whole property and the recommended compensation for the road ROW. The following appraisal and final estimate of value have been based upon the inspection of the property and upon research into various factors which influence value. The effective date of this appraisal was February 19, 2020.

The analysis and results of the investigation are submitted in the accompanying report which has been prepared in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE, the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.

MARKET VALUE/RECOMMENDED COMPENSATION ESTIMATES - The market value of fee simple interest in the subject property, as well as the recommended compensation estimate for the proposed acquisition, as of February 19, 2020, was as follows:

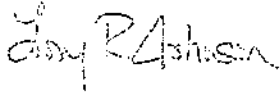
Market Value/Recommended Compensation Estimates		
Whole Property Value (Land only)	\$2,358	
Road Row (± 0.0833 acres)		\$2,358
Special Compensation/Cost to Cure		\$13,380
Total Recommended Compensation		\$15,738

Page 2
March 17, 2020

ATRIUM REAL ESTATE SERVICES appreciates the opportunity to be of service to you. Should you have any questions, or if we can be of further assistance, please contact our office.

Respectfully submitted,

ATRIUM REAL ESTATE SERVICES



Lory R. Johnson, MAI, SR/WA
President & CEO
Texas Certified Appraiser #TX-1321640-G
Date Signed: March 17, 2020



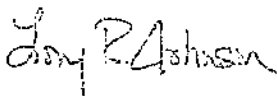
Matthew Connolly
Coastal Bend Director
Texas Certified Appraiser #TX-1380774-G
Date Signed: March 17, 2020

CERTIFICATION OF THE APPRAISER

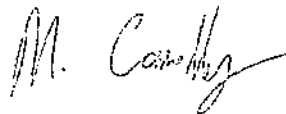
The undersigned do hereby certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved. I have not performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, the occurrence of a subsequent event directly related to the intended use of this appraisal.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Appraisal Practice* of the APPRAISAL INSTITUTE. The report also conforms to the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.
- Lory R. Johnson, MAI, SR/WA and Jay Sterling have made a personal inspection of the property that is the subject of this report.
- Matthew Connolly provided significant real property appraisal assistance to the person signing this certification.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, Lory R. Johnson, MAI, SR/WA has completed the continuing education program for Designated Members of the Appraisal Institute.
- this appraisal report sets forth all limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions, and conclusions expressed herein.
- the appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- the market data contained within this report, has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation, and validity.

ATRIUM REAL ESTATE SERVICES



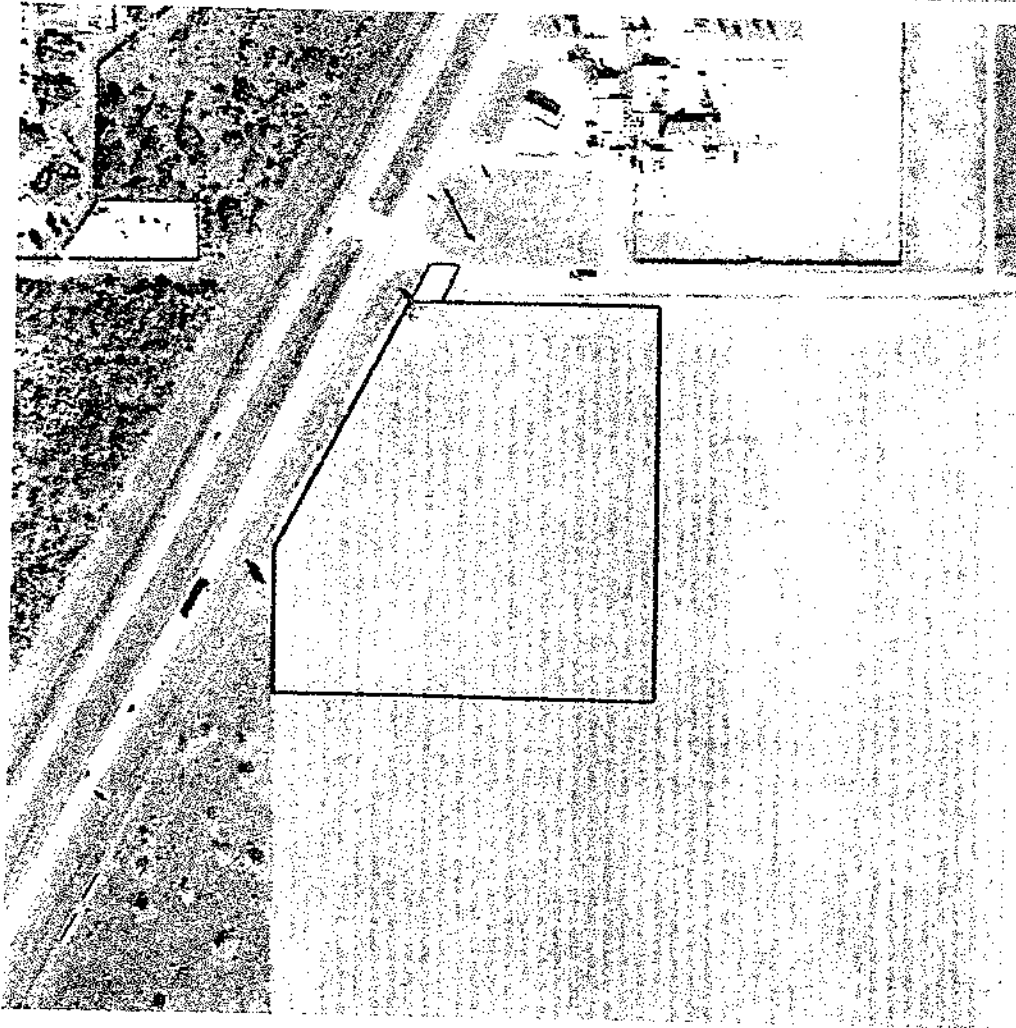
Lory R. Johnson, MAI, SR/WA
President & CEO
Texas Certified Appraiser #TX-1321640-G
Date Signed: March 17, 2020



Matthew Connolly
Coastal Bend Director
Texas Certified Appraiser #TX-1380774-G
Date Signed: March 17, 2020

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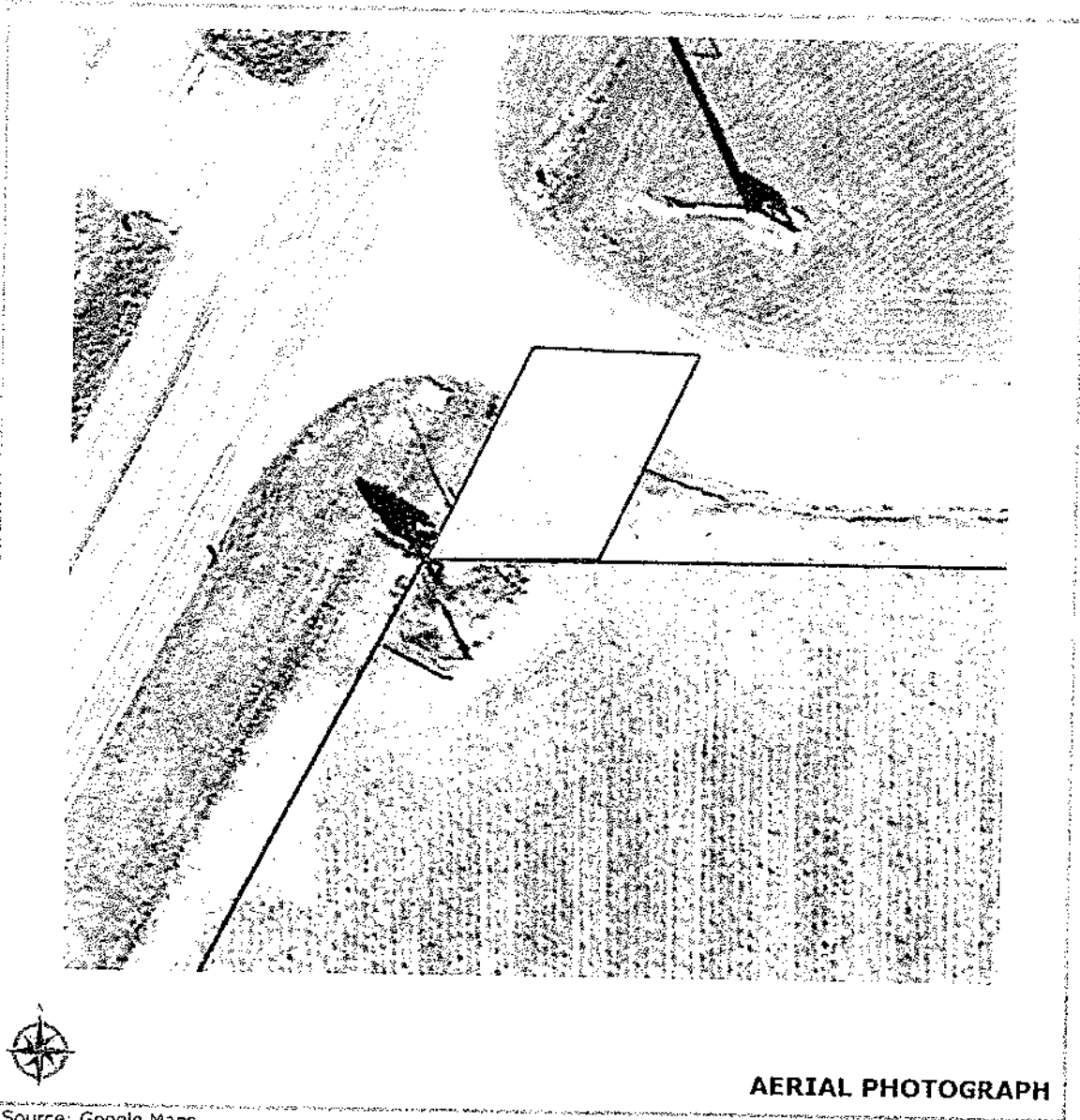


AERIAL PHOTOGRAPH

Source: Google Maps
Blue: Subject property boundary (estimated by appraiser)
Yellow: City of Kingsville Road ROW (estimated by appraiser)
Red: Adjacent assemblage lot shown for reference

INTRODUCTION

SUBJECT PROPERTY PHOTOGRAPHS

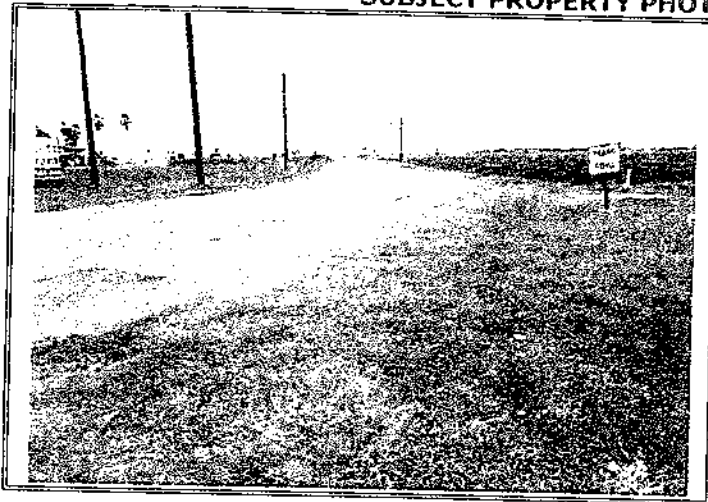


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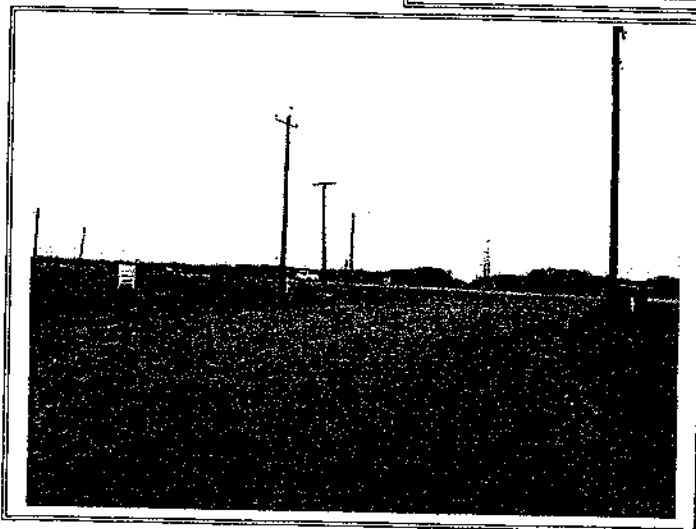
Subject property

Date photo taken:
February 19, 2020

Subject property along US
Hwy 77



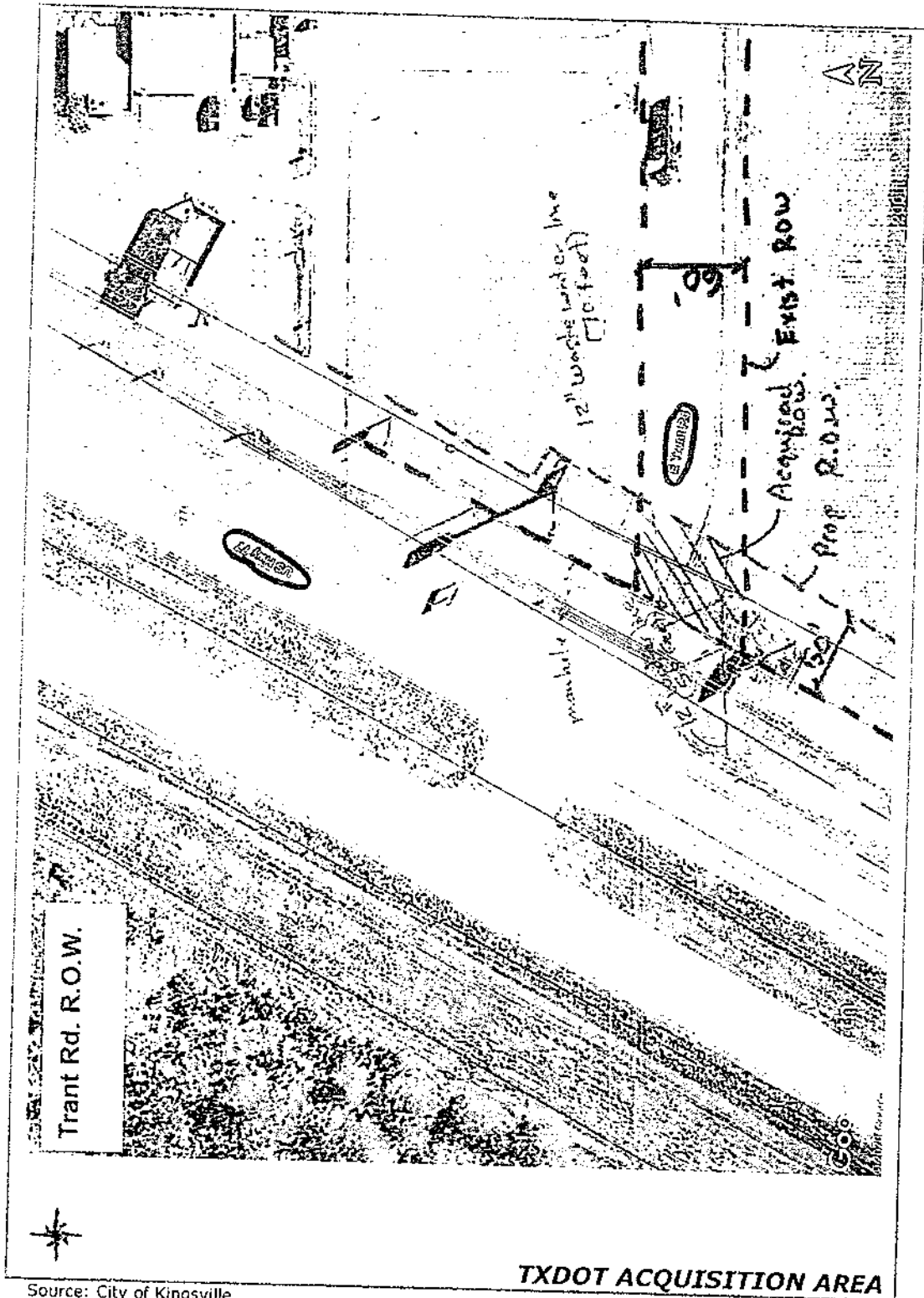
Date photo taken:
February 19, 2020



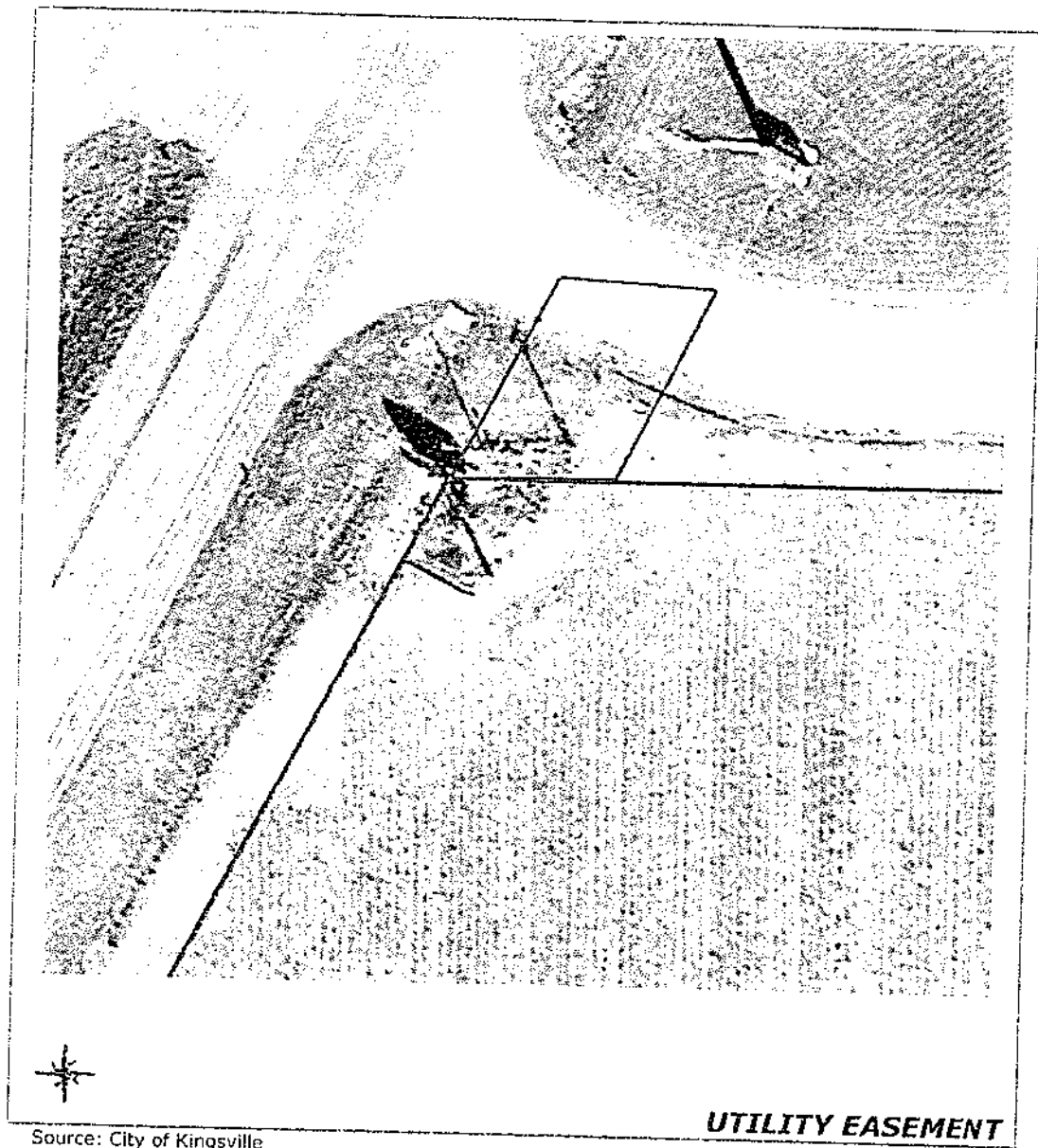
Subject property along Trant
Road

Date photo taken:
February 19, 2020

SITE DESCRIPTION



SITE DESCRIPTION



Source: City of Kingsville

Blue: Subject property (estimated by appraiser)

Cyan: 20' City easement (per City of Kingsville)

Orange: Existing TxDOT ROW prior to 2016 acquisition (per City of Kingsville)

Magenta: New TxDOT ROW after 2016 acquisition (per City of Kingsville)

Red: Adjacent assemblage lot shown for reference

AN ORDINANCE PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF KINGSVILLE AND THE ANNEXATION OF CERTAIN ADDITIONAL TERRITORY WHICH LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF KINGSVILLE:

BE IT ORDAINED BY THE CITY OF KINGSVILLE:

SECTION 1: That the following described land and territory lying adjacent to and adjoining the City of Kingsville, Texas, be and the same is hereby added and annexed to the City of Kingsville; that such territory shall hereafter be included within the boundary limits of the City of Kingsville, and the present boundary limits of said City at the various points contiguous to the area hereinafter described are altered and amended so as to include said area within the corporate limits of the City of Kingsville, to-wit:

Beginning at a point which lies in the east right-of-way line of the St. Louis B. & M. Railroad said point also lying in the extension of the south property line of Farm Lot 12 of Block or Section 18, said point also lying in the west right-of-way line of U. S. Highway 77, said point being the most northwesterly corner of the tract herein described, said point also being described as "Point of Beginning".

Thence due east along the south property line of Farm Lots 12, 13 and 14 of Block or Section 18, of the Kleberg Town and Improvement Company Subdivision, said line crossing the Farm to Market Road 1717 and continuing eastward along the south property lines of Farm Lots 12, 13, 14 and 15 of Block or Section 17, Kleberg Town and Improvement Company Subdivision to the southeast corner of the forementioned Farm Lot 15, Block or Section 17, Kleberg Town and Improvement Company Subdivision, said point being also the most northeasterly corner of the tract herein described;

Thence due south across the Military Highway along the east property line of Farm Lots 1, 8, 9 and 16 of Block or Section 22, Kleberg Town and Improvement Company Subdivision, said line continuing south along the east property line of Farm Lots 1 and 8 of Block or Section 31, point being also the southeast corner of the forementioned Farm Lot 8 of Block or Section 31 of Kleberg Town and Improvement Company, said point being also the most southeasterly corner of the tract here in described;

Thence due west along the south property line of Farm Lots 8, 7, 6 and 5 of Block or Section 31, Kleberg Town and Improvement Company Subdivision, said line continuing east along the south property line of Farm Lot 6 of Block or Section 32, Kleberg Town and Improvement Company Subdivision to the point of intersection with the North bank of Escondido Creek;

Thence in a northwesterly and westerly direction along the forementioned north bank of Escondido Creek to its point of intersection with the east right-of-way line of U. S. Highway 77;

Thence north, north-west and north along the forementioned east right-of-way line of U. S. Highway 77; also being the west property lines of Farm Lots 4 and 3 of the forementioned Block or Section 32, Kleberg Town and Improvement Company Subdivision, said line being the west property lines of Farm Lots 11 and 10 of Block or Section 21 of Kleberg Town and Improvement Company Subdivision to the southwest corner of Farm Lot 4 of the forementioned Block or Section 21, Kleberg Town and Improvement Company Subdivision;

Thence west along the extension of the south property line of the forementioned Farm Not 4, Block or Section 21, Kleberg Town and Improvement Company Subdivision to intersection with the west right-of-way line of U. S. Highway 77, said line being the east right-of-way line of the St. Louis B. & M. Railroad;

Thence due north along the forementioned east right-of-way line of the St. Louis B. & M. Railroad, to return to and close at "Point of Beginning".

SECTION 2. The above described additional territory so annexed shall be a part of the City of Kingsville and shall be bound by the acts, ordinances, resolutions and regulations of the City of Kingsville, Texas.

SECTION 3. This ordinance shall become effective ten (10) days after date of its second publication in a local newspaper.

PASSED AND APPROVED this the 6th day of May, 1963.

/s/ James H. McCrocklin
Mayor

ATTEST:

/s/ Paul W. Henderson
City Secretary

AN ORDINANCE

AN ORDINANCE CLOSING THE HEARING GIVEN TO THE REAL AND TRUE OWNERS OF PROPERTY ABUTTING UPON SUNDRY STREETS IN THE CITY OF KINGSVILLE, TEXAS, WITHIN THE LIMITS HEREINAFTER DEFINED, AS TO SPECIAL BENEFITS TO ACCRUE TO SAID PROPERTY AND THE REAL AND TRUE OWNERS THEREOF BY VIRTUE OF THE IMPROVEMENTS OF SAID STREETS WITHIN SAID LIMITS, AND AS TO ANY ERRORS, INVALIDITIES OR IRREGULARITIES IN ANY OF THE PROCEEDINGS OR CONTRACT THEREOF; OVERRULING AND DENYING ALL PETITIONS AND OBJECTIONS OFFERED; FINDING AND DETERMINING THAT EACH AND EVERY PARCEL OF PROPERTY ABUTTING UPON SAID STREETS WITHIN THE LIMITS DEFINED WILL BE SPECIALLY BENEFITED AND ENHANCED IN VALUE IN EXCESS OF THE AMOUNT OF THE COST OF SAID IMPROVEMENTS PROPOSED TO BE, AND OF, AND LEVYING AN ASSESSMENT FOR THE PAYMENT OF A PORTION OF THE COST OF IMPROVING SAID STREET WITHIN SAID LIMITS DEFINED, FIXING A CHARGE AND LIEN AGAINST SAID PROPERTIES, AND THE REAL AND TRUE OWNERS THEREOF; PROVIDING FOR THE ISSUANCE OF ASSIGNABLE CERTIFICATES UPON THE COMPLETION AND ACCEPTANCE OF SAID WORK, THE MANNER AND TIME OF PAYMENT THEREOF, AND PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SAID ASSESSMENTS AND CERTIFICATES.

BE IT ORDAINED BY THE CITY OF KINGSVILLE, TEXAS:

SECTION 1. The City Commission of the City of Kingsville, Texas, finds:

(a) That the City Commission of the City of Kingsville, Texas, has heretofore by resolution duly enacted, determined the necessity for, and ordered the improvement of portions of 200 South Third Street and sundry other streets in the City of Kingsville, Texas, within the limits therein defined, and in the manner and according to the plans and specifications heretofore approved and adopted by said City.

Section 1 — Adjustments

Eligible Adjustments

When highway right of way encroaches on a utility's right of way, TxDOT will participate with the LPA in the cost of necessary utility adjustment. TxDOT will also participate in the cost associated with utility adjustments when the utilities are located on an Interstate highway project (Federal funding for right of way).

TxDOT's participation in the utility adjustment will be limited to the cost of making the adjustment, after deductions for the following:

- ◆ elective betterments;
- ◆ accrued depreciation;
- ◆ salvage or scrap value; and
- ◆ ineligible costs (e.g., loss of revenue, interest expense, entertainment, allowance for funds during construction (AFUDC)).

Partially Eligible Adjustments

An adjustment may involve facilities located partially on highway right of way by statutory right (Public) and partially on compensable interests acquired for utility purposes (Private). Eligibility for TxDOT cost participation is determined by compensable interests held by the utility within the limits of the existing and proposed right of way. When this situation exists, an eligibility ratio must be established and approved by the District before or as part of the Utility Agreement.

Section 2 — Utility Property Ownership

Public Utility Easement (PUE) Reimbursement Considerations

PUEs are rights obtained by an LPA when property is platted or re-platted for development. Right of way is reserved to accommodate utility access to the development. This right of way is intended for use of all utilities, and therefore conveys a compensable interest to any utility placed within the easement. However, the PUE does not convey a replacement right of way interest to any occupants of the PUE. The Texas 14th Court of Appeals ruled that utilities should be reimbursed for costs directly attributable to work performed in a PUE.

All utilities within a PUE have compensable rights if any portion of the easement were to be incorporated into the proposed right of way limits of a transportation project. The incorporated portion gives the utilities within that portion the right to request TxDOT cost participation in any adjustment to those specific facilities.

In this case, utilities are required to execute a Utility Joint Use Acknowledgement. The utilities located within the easement would be eligible for costs to relocate or adjust their facilities on a one-time basis, and would not be eligible to retain any future compensable rights.

Acquisition of Right of Way from a Utility Property Owner

If a utility owns fee title to property required for a proposed right of way project, it is TxDOT's preferred practice to acquire fee title to that property. If the facilities or operations of a public utility are affected on the required right of way, the facilities will be eligible for State cost participation. This cost participation will be in accordance with the appropriate Standard Utility Agreement and the Utility Joint Use Acknowledgement.

Compensation Considerations

A utility easement is a specific right to a legally described parcel of land that has been, or can be, recorded in the Real Property Records of the county.

In some situations, a property interest may not be possessed by a utility, but eligibility for State cost participation may be appropriate to compensate for the required adjustment. Compensation consideration may be appropriate for a railroad license agreement in favor of a utility predating a public right of way, or a joint occupancy agreement between two separate utilities (typically occupying poles) if the primary utility (typically pole owner) holds a property interest.

Occasionally, a utility will occupy, by statutory authority, areas covered by the property rights of another entity. This does not entitle the utility to retain any compensable right or to purchase

replacement rights if acquisition of the area becomes necessary for a transportation project. However, the utility is entitled to reimbursement of a compensable cost to adjust its facilities on a one-time basis.

TxDOT can recognize a local municipality's property interest if TxDOT sees a benefit and local funds are not available.

In addition, to enhancing public relations between local communities and TxDOT, the advantages to this approach are that:

- ◆ minimal documentation would be required under 23CFR 645.103d;
- ◆ any delays or stoppages due to lack of municipal funding would be avoided; and decreases in SIB utility loan requests, non-complying utility accommodations (with attendant legal issues), and contractor claims would be realized.

If questions arise regarding the status of rights claimed by a utility, that utility is responsible for documentation of these rights. TxDOT reviews property rights claimed by the utility to determine if a compensation consideration or a property right exists before making an agreement to adjust the utility's facilities.

For a utility agreement assembly to be a candidate for approval, the utility's compensation consideration must be clearly documented and supported by verifiable evidence, such as a recorded deed, easement, lease or form ROW-U-84 Compensable Interest Certificate. In situations where evidence of property interest is inadequate to support compensability, compensation consideration issues must be resolved before District approval of the utility agreement assembly.

The District may request pre-approval of the compensation consideration claim in writing. The request may include submission of the completed affidavits ROW-U-1A Affidavit (for Utility Owner), ROW-U-1B Affidavit (for Disinterested Party), or ROW-U-1C Affidavit (for Property Owner), as appropriate, to support the property interest claim. ROW Division will review the District request and reply in writing with comments and/or approval.

License agreements with a railroad that document a compensation consideration for a utility must have been executed before the highway facility was constructed. Otherwise, no compensation consideration can be acknowledged.

When municipally owned utilities are located in a city street where no previous adjustment has been performed and later becomes part of the State Highway System, a current project requiring adjustment of those municipally owned utilities may be deemed reimbursable by the State.

Eligibility Ratio

Eligibility for reimbursement of utility adjustment costs must be clearly identified. The District may seek pre-approval of the eligibility ratio from ROW Division and continue processing the util-

ity agreement assembly for approval. Eligibility issues must be resolved before District approval of the utility agreement assembly.

Scenarios of eligibility, including eligibility ratios, are available in PDF format. The eligibility ratios found on these scenarios are based primarily upon proportional property rights as measured along the centerline of the existing utility facility. When the conflict lies solely within the joint use/acquisition of the utility's property, the eligibility ratio is 100%. Scenarios are available in PDF format. Each example scenario shows the appropriate eligibility ratio.

For example, if it is assumed that the total width of the proposed highway right of way is 300-feet, and 100-feet of the utility's existing facility is presently located on **highway right of way** by statutory right, and 200 feet is presently occupying **utility right of way** (or utility easement), then TxDOT will participate in 67% ($200/300$) of the total cost of the required adjustment after deducting any credits due for betterment and salvage.

The key determining factors for eligibility ratio are:

- ◆ line length for underground pipelines and cables, and
- ◆ main line pole location for power and overhead communication facilities. Guy poles, push braces, and down guys must be excluded from the ratio as these items are considered as supporting structures.

In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right of way limits will not be used in developing the ratio. However, the percentage established from the ratio will be applied to all applicable costs necessary for the adjustment.

All applicable adjustment costs will be **ineligible** for TxDOT cost participation when line poles are on highway right of way by statutory right, and guy poles, push braces and/or down guys are on utility-owned right of way. However, TxDOT will participate in **right of way** costs incurred in conjunction with adjustment of the guy poles, push braces, and/or down guys. The basis for developing the ratio for underground pipelines, cables, overhead power and communication facilities is as follows:

Although line lengths for pole line adjustments are not generally used as a basis for determining an eligibility ratio, special conditions (e.g., transmission towers, railroad intersections) may warrant consideration for such handling. When these conditions exist, all factual data must be submitted to the District for determination regarding the appropriate method of handling.

When there are facilities to be removed and not replaced, the establishment of an eligibility ratio must not include these facilities. Utility adjustment charges must be prorated only on those facilities being functionally replaced. For further information see Section 6.

The State's participation must be limited to replacement-in-kind of the utility's property interest, including length, width, and type.

Calculating the Eligibility Ratio at Railroads

The eligibility ratio in the case of a license agreement between a railroad and a utility is determined by the following formula:

Width of the Existing Highway= 100'

Width of the Proposed Highway= 150'

Therefore, as an example, if the existing highway is 100 feet wide, and the proposed highway is 150 feet wide, then the eligibility ratio would be 33%.

Composite Eligibility Ratios (CER)

On any given project, there may be multiple utility adjustments at different locations within the highway right of way project limits. When these different locations contain different line sizes and/or eligibility ratios, it will be necessary to calculate a CER. A CER is calculated to mitigate administrative and accounting difficulties encountered with simultaneous work sites having different individual eligibility ratios.

The formula for determining a CER is:

$X+Y+Z$

$A+B+C$

Where:

- ◆ A = Cost of Adjustment of Utility "A"
- ◆ B = Cost of Adjustment of Utility "B"
- ◆ C = Cost of Adjustment of Utility "C"
- ◆ X = " A " times the Eligibility Ratio for Utility "A"
- ◆ Y = " B " times the Eligibility Ratio for Utility "B"
- ◆ Z = " C " times the Eligibility Ratio for Utility "C."

For example:

Table 8-1: Composite Eligibility Ratio Calculation

Facility to be adjusted	Cost of Adjustment	Individual Eligibility Ratio	X, Y & Z Factors
City Water Line – Location A	\$20,000	100%	X = \$20,000
City Sanitary Sewer	\$10,000	50%	Y = \$5,000
City Water Line – Location B	\$30,000	75%	Z = \$22,500

Therefore using the above example...

$$20,000 + 5,000 + 22,500 = 47,500$$

$$20,000 + 10,000 + 30,000 = 60,000$$

... the CER for this example would be 79.17%.

The burden of proof regarding compensable interest lies with the utility company!

When reviewing and approving the eligibility ratios, the District must consider appropriate affidavits and attachments.

For State and LPA

The utility's property interest can be supported either by the appropriate affidavits or ROW-U-84 Compensable Interest Certificate. Affidavits must be completed by the utility and furnished with the required attachments. The applicable form must be a part of the submission to the District in support of the adjustment. Refer to Affidavits for more information on affidavits of property ownership.

After execution of all agreements by the utility and the LPA, submit two copies of each of the following to the District:

- ◆ the executed agreement (SUP only);
- ◆ the previously approved cost estimates;
- ◆ the previously approved plans;
- ◆ all previously approved supporting material.

The submission will be reviewed by the District to verify the following:

- ◆ that the lump sum amount in ROW-U-43A Standard Utility Agreement - Lump Sum - Local Government does not exceed TxDOT's previously approved amount;
- ◆ that the agreement form has been properly prepared and executed; and

- ◆ that control of access line is shown, when applicable.

Previously assigned numbers must be placed in the appropriate spaces on the agreement if not done before execution by the utility. Signing of the agreements in the appropriate space will constitute the District Engineer's approval.

Submit all copies of the foregoing materials to the District for review. If the submission is found acceptable, agreements will be processed for TxDOT approval. Approval of the agreements will establish an agreed lump sum amount for the adjustment.

Two originals of the approved agreement and supporting data will be returned to the District by the LPA for proper distribution, when applicable. The District must then forward one original copy of the approved agreement, along with a transmittal letter, to the utility and one original copy to the ROW Program Office for record. The District's letter must advise the LPA of the following:

- ◆ to authorize the utility to proceed with the necessary adjustment
- ◆ that reimbursement in an amount of 90% of the approved lump sum amount in the agreement will be made after:
 - receipt of final bill
 - proper certification that all work has been completed in accordance with the agreement; and
 - proper certification that payment has been made to the utility.

Coordination between the District and the LPA is essential since the desired timing of the adjustments is a TxDOT function. However, notification of utilities in respect to the approval of an agreement is the LPA's responsibility.

AGENDA ITEM #14

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: March 23, 2020

SUBJECT: Consider approving Standard Utility Agreement with TxDOT on relocating water and wastewater utility line within the proposed R.O.W. improvements.

Summary:

TxDOT will be letting the US 77/I-69 for highway improvement between General Cavazos and CR 2130 project later this year. There are existing City utilities that will be relocated because they are under proposed State frontage roads. The City has been made of the aware for the project and its need to relocate the existing City Utility lines within the existing and proposed right of way. TxDOT originally identified 3.24 miles of City Utility conflicts in proposed US 77 Improvements. TxDOT revised their design to accommodate for City Utility locations and reduced the amount of City participation cost for utility relocations. The City has 4 utility lines that shall be relocated which include 640 LF of 12 gravity wastewater, 310 LF of 8" WW Force Main, 3,120 LF of 12" Waterline and 3,080 LF of 6" WW Force Main. The total length of City utility lines to be relocated are approximately 1.4 miles.

Chapter 8 Section 2 Utility Property Ownership.

The Texas 14th Court of Appeals ruled that utilities should be reimburse for costs directly attributable to work performed in a PUE. All utilities within a Public Utility Easement (PUE) have compensable rights if any portion of the easement were to be incorporated into the proposed right of way limits of a transportation project. The incorporated portion gives the utilities within that portion the right to request TxDOT cost participation in any adjustment to those specific facilities.

2,735 feet of 12" waterline, 461 Feet of 8" force main and 70 feet of the 12" wastewater line were installed within a 20' utility easement, TxDOT will reimburse the relocation cost of these line as stated in the attached form. Approximately 3,120 feet of City utilities were not installed in an easement and will be not be reimbursed by TxDOT.



**City of Kingsville
Engineering Dept.**

The City tried to negotiate a proposed utility easement to relocate its utilities with two landowners but was not been successful. The City's next option is to place the utility lines within the TxDOT R.O.W. The preliminary cost estimate to relocate the lines is approximately \$680,000.00. TxDOT will reimburse approximately 43% of the relocation cost and the City participation will be approximately \$370,000.00. Professional Engineering Services were provided by the Engineering Department and is approximately 43% reimbursable by the State. Approval and execution of a Standard Utility Agreement with TxDOT is required for the City to receive any reimbursement expense for this required project.

Financial Impact:

The financial impact is estimated to be approximately \$390,000.00 after TxDOT has reimbursed the City on compensable activities. The City has allocated in the Budget \$600,000.00 under Fund 054. The Fund is named I-69 TxDOT Utility Line Relocation Project. The Account No. is 054-5-6001-71700. The State will reimburse the City approximately 43% of the Total Construction plus Professional Engineering Services Costs and Testing Costs. TxDOT will reimburse us \$41,436.00 for our 3 easements and road parcel after the completion of the project; however, the City will have to pay for the project costs upfront. Based on the appraisal values and the City participation, there would not be a cost for the City once the project is complete.

Recommendation:

Staff recommends approval of agenda item as presented.

Attachments:

City Utility Conflict List from TxDOT
Utility Easement and Road Parcel Map
Texas Administrative Code – Title 43, Part 1, Chapter 21, Subchapter C
R.O.W. Utility Manual – Chapter 8 – Procedures for Utility Adjustments
Standard Utility Agreement
Statement Covering Utility Construction Contract Work



Agency / Jurisdiction	Utility Type	Depth / Size	Line / Structure	Utility Location	Project Name	Contract #	Start Date	End Date	Depth	Width	Material	Design Phase	Design Change	Remarks	Notes
City of Kingsville	Water	UG	12" Waterline	Crosses US 77 at FM 1356	TH 134				6"			PH 1 - STEP 1	No conflict	No conflict. Crossing beyond limits of proposed construction.	
City of Kingsville	Water	UG	12" Waterline	Crosses US 77 along south side of E. Trans Rd	345+29				5' (NVD Depth)			PH 1 - STEP 2	Avoid - Design Change	Potential conflict with proposed culverts, drainage ditches, and pavement.	TH 08, 11, 14, 17, 20
City of Kingsville	Water	UG	12" Waterline	Crosses US 77 south of FM 1317 / S. Brahma Blvd	375+50				7"			PH 1 - STEP 2	Avoid - Design Change	Potential conflict with proposed FM 1317, bridge culverts, and proposed drainage ditches.	TH 41, 42, 43, 44, 45, 46
City of Kingsville	Water	UG	12" Waterline	Waterline located along W. ROW of US 77 from south of FM 1317 / S. Brahma Blvd. to CR 2120	385+55				4"			PH 1 - STEP 3	Avoid - Design Change	Potential conflict with the proposed ditches, culverts, retaining walls, and illumination ducts.	TH 48, 50, 53, 55, 54, 55, 56, 57, 58, 60, 63, 64, 65, 67, 68, 71, 69
City of Kingsville	Water	UG	12" Waterline	Along the north side of CR 2120, west of US 77	463+64				4"			PH 1 - STEP 1 PH 1 - STEP 2 PH 2 - STEP 1	Minimize - Exception to Policy	Potential conflict with proposed culverts, CR 2120 pavement and culverts.	TH 85
City of Kingsville	Sanitary	UG	24" Sanitary Sewer (in 36" casing)	Crosses US 77 along south side of FM 1317 / S. Brahma Blvd.	370+57				8' - 10'			PH 1 - STEP 1 PH 1 - STEP 2 PH 2 - STEP 1	Minimize - Impact on Price	Potential conflict with proposed SR 8 & SR 8 & FM 1317 pavement, and proposed SR 8 & SR 8 bridge culverts.	TH 28, 31, 33, 35, 38
City of Kingsville	Sanitary	UG	6" Sanitary Sewer Force Main	Force Main located along W. ROW of US 77 from south of FM 1317 / S. Brahma Blvd. to the bridge at Escamela Creek	381+84				4"			PH 1 - STEP 1	Minimize - Impact on Price	Potential conflict with proposed SR 8 pavement, retaining walls, culverts, bridges and illumination ducts.	TH 47, 48, 51
City of Kingsville	Sanitary	UG	6" Sanitary Sewer Force Main	Along the north side of CR 2120, west of US 77	463+14				4"			PH 1 - STEP 1 PH 1 - STEP 2 PH 1 - STEP 3	Minimize - Exception to Policy	Potential conflict with proposed ditches, CR 2120 pavement and culverts.	TH 85, 86
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- ◆ **main line pole location for power and overhead communication facilities. Guy poles, push braces, and down guys must be excluded from the ratio as these items are considered as supporting structures.**

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Therefore, as an example, if the existing highway is 100 feet wide, and the proposed highway is 150 feet wide, then the eligibility ratio would be 33%.

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The formula for determining a CER is:

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Where:

- ◆ A = Cost of Adjustment of Utility "A"
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- ◆ C = Cost of Adjustment of Utility "C"
- ◆ X = " A " times the Eligibility Ratio for Utility "A"
- ◆ Y = " B " times the Eligibility Ratio for Utility "B"
- ◆ Z = " C " times the Eligibility Ratio for Utility "C."

For example:

Table 8-1: Composite Eligibility Ratio Calculation

Facility to be adjusted	Cost of Adjustment	Individual Eligibility Ratio	X, Y & Z Factors
City Water Line – Location A	\$20,000	100%	X = \$20,000
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Therefore using the above example...

$$20,000 + 5,000 + 22,500 = 47,500$$

$$20,000 + 10,000 + 30,000 = 60,000$$

... the CER for this example would be 79.17%.

The burden of proof regarding compensable interest lies with the utility company!

When reviewing and approving the eligibility ratios, the District must consider appropriate affidavits and attachments.

For State and LPA

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- ◆ the executed agreement (SUP only);
- ◆ the previously approved cost estimates;
- ◆ the previously approved plans;
- ◆ all previously approved supporting material.

The submission will be reviewed by the District to verify the following:

- ◆ that the lump sum amount in ROW-U-43A Standard Utility Agreement - Lump Sum - Local Government does not exceed TxDOT's previously approved amount;
- ◆ that the agreement form has been properly prepared and executed; and

- ◆ that control of access line is shown, when applicable.

Previously assigned numbers must be placed in the appropriate spaces on the agreement if not done before execution by the utility. Signing of the agreements in the appropriate space will constitute the District Engineer's approval.

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- ◆ that reimbursement in an amount of 90% of the approved lump sum amount in the agreement will be made after:
 - receipt of final bill
 - proper certification that all work has been completed in accordance with the agreement; and
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Coordination between the District and the LPA is essential since the desired timing of the adjustments is a TxDOT function. However, notification of utilities in respect to the approval of an agreement is the LPA's responsibility.

[<<Prev Rule](#)[Next Rule>>](#)

Texas Administrative Code

<u>TITLE 43</u>	TRANSPORTATION
<u>PART 1</u>	TEXAS DEPARTMENT OF TRANSPORTATION
<u>CHAPTER 21</u>	RIGHT OF WAY
<u>SUBCHAPTER C</u>	UTILITY ACCOMMODATION
<u>RULE §21.38</u>	Construction and Maintenance

(a) General.

(1) A utility is responsible for the construction and maintenance of its utility facility, including installation, adjustment or relocation, replacement, expansion, and repair. Construction and maintenance must conform to the requirements of §21.37 of this subchapter (relating to Design) and shall be accomplished in a manner and to a standard acceptable to the department.

(2) The provisions of this section apply to all utility facility types, unless otherwise specified in §21.40 and §21.41 of this subchapter (relating to Underground Utilities and Overhead Electric and Communication Lines, respectively).

(3) Utilities with utility facilities on the right of way shall be responsible and accountable to preserve and protect the safety of the traveling public and the public's investment in the highway facility.

(4) When an existing approved utility facility requires construction or maintenance, the utility shall notify the district 48 hours before the start of any work. In an emergency situation, the utility shall notify the district as soon as possible.

(5) The utility shall not cut into the pavement or concrete riprap without written permission from the department.

(6) Utilities shall reimburse the department for the cost of measures taken by the department in the interest of public safety, restoration, clean-up, and repairs to the highway and right of way made necessary by the utility's failure to comply with the provisions of this subchapter.

(b) Vegetation and site clean-up.

(1) When utility construction or maintenance is complete, the utility shall restore the right of way to substantially the same condition that existed before the construction or maintenance, including reseeding or resodding to prevent erosion. After the area is brought to grade, the entire disturbed area shall be covered in accordance with the department's Standard Specifications for Construction and Maintenance of Highways Streets & Bridges.

(2) To preserve and protect trees, bushes, and other aesthetic features on the right of way, the department may specify the extent and methods of tree, bush, shrubbery, or any other aesthetic feature's removal, trimming, or replacement, in conjunction with paragraph (1) of this subsection. The district engineer shall use due consideration in establishing the value of trees and other aesthetic

features in the proximity of a proposed utility facility and any special district requirements justified by the value of the trees and other aesthetic features.

(3) If settlement or erosion occurs due to the actions of the utility, the utility shall, at its expense, reshape, reseed, or resod the area as directed by the department. Reseeding, resodding, or repair under this section shall be completed within a reasonable period of time that is acceptable to the department.

(4) Pruning of trees shall comply with the department's Roadside Vegetation Management Manual. When unapproved pruning or cutting occurs, the utility shall be responsible for the replacement of trees or for damages to existing trees and bushes.

(5) Highways adjacent to utility construction sites shall be kept free from debris, construction material, and mud. At the end of every construction day, construction equipment and materials shall be removed from the horizontal clearance, placed as far from the pavement edge as possible, and properly protected.

(6) The utility shall reimburse the department for all costs incurred to repair damage to the right of way that results from the actions of the utility. These costs may include restoration of and repairs to the pavement structure, drainage structures, terrain, landscaping, or fences.

(c) Traffic control.

(1) The utility shall be responsible for the safety of, and shall minimize disruption to, the traveling public with proper traffic control.

(2) Appropriate measures shall be taken in the interests of safety, traffic convenience, and access to adjacent property that meet the requirements of the department's Compliant Work Zone Traffic Control Device List. The utility shall place appropriate signs, markings, and barricades before beginning work and shall maintain them to warn motorists and pedestrians properly. All traffic control devices shall conform to the TMUTCD and the National Cooperative Highway Research Project Report 350.

(3) All utility pits opened within the horizontal clearance must, in compliance with National Cooperative Highway Research Project Report 350, be properly protected with concrete traffic barriers, metal beam guard fencing, appropriate end treatments, or other appropriate warning devices.

(d) Work restrictions.

(1) The department reserves the right to halt construction or maintenance during hazardous situations, such as inclement weather, peak traffic hours, special events, or holidays, or for non-compliance with a use and occupancy agreement. Requests for emergency maintenance shall be directed to the appropriate district office.

(2) If the department determines that the facility was not constructed or maintained in the location or in the manner shown on the approved construction plans, the department may require the utility to take appropriate corrective action as determined by the department.

(e) Utility work included in a highway construction contract.

(1) If a state highway improvement project requires the adjustment or relocation of a utility facility, the utility by agreement with the department may authorize the department to include the adjustment or relocation of the utility facility in the highway construction contract. The department may enter into an agreement under this subsection only if the district engineer determines that:

(A) including the adjustment or relocation of the utility facility in the construction contract is necessary to meet the construction sequencing of the state highway improvement project or will expedite the project;

(B) the adjustment or relocation of the utility facility by the department's contractor can be accomplished in conformity with all applicable local, state, and federal regulations for the installation of the particular utility facility; and

(C) the adjustment or relocation of the utility facility by the department's contractor will not involve an unreasonably high risk of:

(i) danger to the traveling public, highway, or construction workers due to the presence of hazardous materials, high pressure pipelines, or other potentially dangerous utility products; or

(ii) prolonged interruption of the delivery of a utility product that is essential to public health and safety.

(2) The utility must approve the plans, specifications, and cost estimate for the adjustment or relocation of the utility facility before it may be included in the construction contract. The utility is responsible for ensuring that the design and construction of the utility facility meet all regulatory and environmental compliance requirements.

(3) If the adjustment or relocation of the utility facility included in the construction contract is not 100 percent reimbursable by the department under the requirements of Transportation Code, §203.092, the utility is responsible for advancing or otherwise paying to the department the utility's prorata share under state law of the funds necessary for construction work related to the adjustment or relocation.

(4) An agreement under this subsection must provide:

(A) the estimated cost of the construction work related to the adjustment or relocation, including the cost of any betterment, to be performed by the department's contractor, and the utility's prorata share of the cost based on eligibility for department cost participation under Transportation Code, §203.092;

(B) for payment to the department of the utility's prorata share, if any, of the estimated cost under subparagraph (A) of this paragraph at least 45 days before the date set for the receipt and opening of bids for the highway construction contract;

(C) a description of the construction work related to the adjustment or relocation, including any betterment, that is to be performed by the utility at no cost to the department;

(D) for concurrent construction inspection by the utility during construction;

(E) that the utility is responsible for physically connecting the installed utility facility to its existing utility facilities to make the installed facility operational and for performing any tests required to assure compliance with all applicable safety standards and regulations;

(F) for final acceptance by the utility of the adjustment or relocation after the construction work is completed; and

(G) any other provisions that the district engineer considers to be necessary or desirable.

(5) When used in this subsection, "betterment" means any upgrading of the utility facility being adjusted or relocated that is not attributable to the highway construction project nor required in order to comply with any other law, code, or ordinance, and is made solely for the benefit and at the election of the utility.

(6) During the adjustment or relocation of a utility facility under an agreement under this subsection, the utility remains liable under any certificate of service. The department is not responsible for any issue related to the design or construction of the adjustment or relocation of the utility facility after final acceptance by the utility of the utility facility.

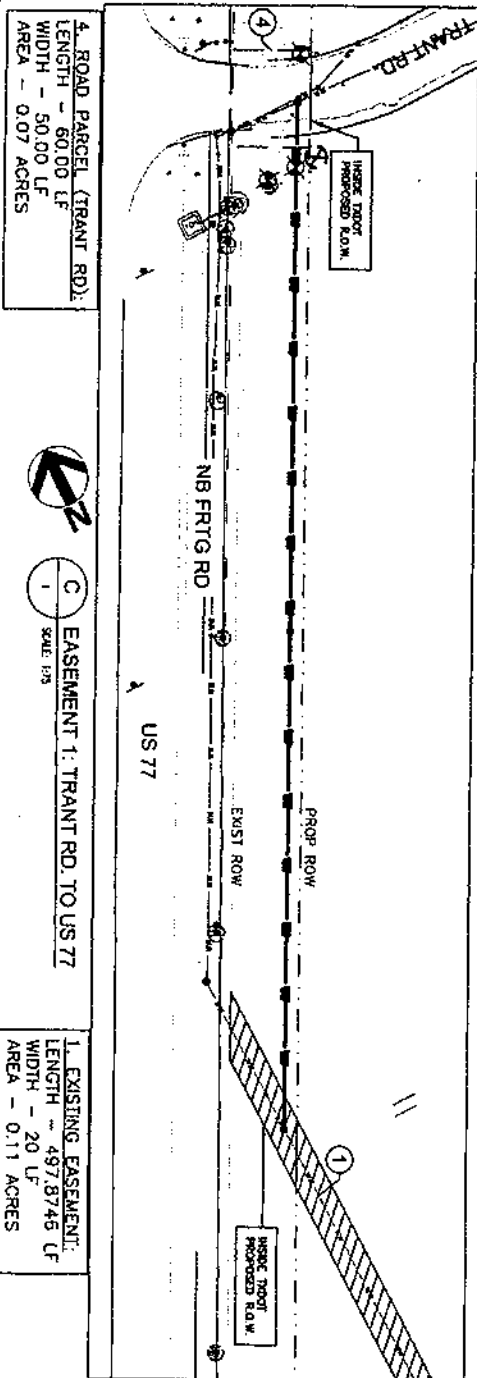
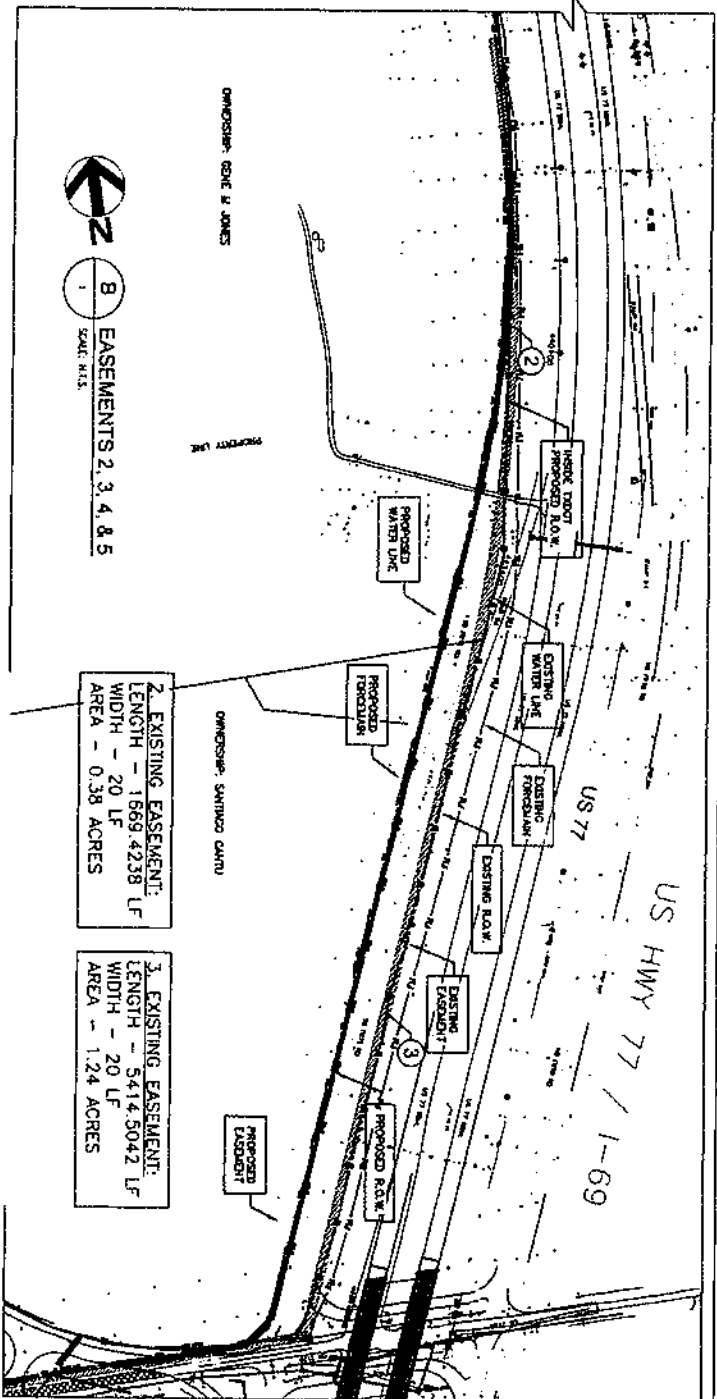
(7) After completion of the construction work under an agreement under this subsection, the utility is responsible for any ongoing maintenance of the utility facility in compliance with this section.

(8) If the adjustment or relocation of the utility facility is reimbursable by the department under the requirements of Transportation Code, §203.092, the department will reimburse the utility for eligible expenses incurred in approving and inspecting the construction work.

(9) All provisions of this subchapter and Subchapter B of this chapter (relating to Utility Adjustment, Relocation, or Removal) that apply to the design, estimates, and scope of an adjustment or relocation apply to a project carried out under an agreement entered into under this subsection.

Source Note: The provisions of this §21.38 adopted to be effective March 17, 2005, 30 TexReg 1455; amended to be effective December 11, 2008, 33 TexReg 10064; amended to be effective November 17, 2011, 36 TexReg 7679; amended to be effective October 12, 2014, 39 TexReg 7946

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RESOLUTION NO. 2020-_____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A STANDARD UTILITY AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF PART OF THE CITY'S COST TO RELOCATE AND ADJUST UTILITIES DUE TO IMPROVEMENTS ALONG US 77.

WHEREAS, the Texas Department of Transportation (TXDOT) is responsible for the design, construction, and operation of a system of highways in cooperation with local governments;

WHEREAS, the TXDOT has plans to make improvements to US77 from General Cavazos Blvd. (FM 1356) to the South Y (CR2130), which is the future I-69, and will be modifying the roadway and associated utility easements for such improvements, causing TXDOT to need the City to relocate and adjust some of its utilities from the existing utility easement to the new TxDOT R.O.W.;

WHEREAS, the TXDOT has a program where in certain situations it can reimburse part of the cost of a local government's utility relocation and adjustment costs and this project qualifies the City to some reimbursement of utility relocation and adjustment costs from the State;

WHEREAS, the City Commission of Kingsville must pass a resolution authorizing the City to enter into the Standard Utility Agreement with the Texas Department of Transportation in order to be reimbursed part of the City's utility relocation and adjustment costs.

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

I.

THAT the City Commission authorizes the Mayor to execute the Standard Utility Agreement with the Texas Department of Transportation for reimbursement of some of the costs of relocating and adjusting the City's utilities from the utility easement to the TXDOT R.O.W. which are needed due to certain highway improvements to occur along US77 from FM 1356 to CR2130, as per the agreement attached hereto.

II.

THAT the Mayor, or his designee, is hereby authorized and directed to act on the City's behalf in all matters pertaining to this contract.

III.

THAT this Resolution shall become effective upon adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 23rd day of March, 2020.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

STANDARD UTILITY AGREEMENT

U-Number: U-15972

District: Corpus Christi
Federal Project No.: NH 2017 (098)
ROW CSJ: 0102-04-100
Highway Project Letting Date: March 2020

County: Kleberg
Highway: US 77
From: FM 1356
To: CR 2130

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("State"), and City of Kingsville, ("Utility"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: to relocate 640 LF of the City of Kingsville's 12" wastewater line from approximately Sta. 344+00 to Sta. 350+50 (16.91% Compensable), relocate 300 LF of the City of Kingsville's 8" forcemain and encase 120 LF with 16" steel casing to prevent damaging the integrity of the existing line during pile driving from approximately Sta. 411+50 to Sta. 414+50 (0% Compensable), relocate 3130 LF of the City of Kingsville's 12" water line and encase 60 LF with 20" steel casing from approximately Sta. 436+44 to Sta. 462+00 and from Sta. 10+00 to Sta. 14+35 (87.52% Compensable), relocate 3100 LF of the City of Kingsville's 6" force main and encase 50 LF with 16" steel casing from approximately Sta. 435+00 to Sta. +462+00 and from Sta. 10+00 to 15+00 (14.47% Compensable); and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

Initial Date
TxDOT

Initial Date
Utility

The Utility shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by TxDOT. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the State and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **State** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. Bills for work hereunder are to be submitted to the **State** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **State** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

Alternatively, the **State** agrees to pay the **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");

_____ Initial	_____ Date	_____ Initial	_____ Date
TxDOT		Utility	

- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");
- Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment "E");
- Eligibility Ratio (Attachment "F");
- Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State** and the **Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **State** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Initial Date
TxDOT

Initial Date
Utility

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of Kingsville
Name of Utility

By: _____
Authorized Signature

Sam R. Fugate
Print or Type Name

Title: Mayor

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D (or designee), Corpus Christi District

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

Initial Date
TxDOT

Initial Date
Utility

Attachment “A”

Plans, Specifications, and Estimated Costs

All material items that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

Initial Date
TxDOT

Initial Date
Utility

PRELIMINARY COST ESTIMATE

Project No. N/A
 Project Name CITY OF KINGSVILLE - US 77 OVERPASS UTILITY RELOCATIONS
 Date Monday, March 23, 2020

City of Kingsville
 Engineering Department
 400 W. King Avenue
 Kingsville, TX 78363

* - "Buy America"							
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE		
12" Wastewater Main Relocation (Eastside) - Line A							
A-1	640	LF	12" Dia. SDR 26 PVC <10' Depth	\$ 10.25	\$ 6,560.00		
A-2	3	EA	Pipe Joint Lubricant	\$ 28.50	\$ 85.50		
A-3	1	EA	12" Dia. PVC Sewer Plug	\$ 125.26	\$ 125.26		
A-4	1	EA	Detectable Warning Tape	\$ 35.00	\$ 35.00		
A-5	3	EA	6' x 6' Concrete Footing	\$ 170.00	\$ 510.00		
A-6	9	EA	#4 Steel Rebar*	\$ 8.00	\$ 72.00		
A-7	3	EA	4' Dia. Fiberglass Manhole <10' Depth	\$ 1,822.70	\$ 5,468.10		
A-8	3	EA	Manhole Lid (30" Opening x 4' dia. X 6' long)*	\$ 465.00	\$ 1,395.00		
A-9	3	EA	Rain Flow Inhibitor Stainless Steel	\$ 280.00	\$ 840.00		
A-10	27	EA	Concrete Adjustable Rings	\$ 65.00	\$ 1,755.00		
A-11	3	EA	Epoxy Coating	\$ 130.00	\$ 390.00		
A-12	2.5	TON	Asphalt	\$ 74.50	\$ 186.25		
A-13	640	LF	Trench Safety	\$ 5.00	\$ 3,200.00		
A-14	1	LS	Erosion Control	\$ 5,000.00	\$ 5,000.00		
A-15	1	LS	Traffic Control	\$ 6,875.00	\$ 6,875.00		
A-16	700	LF	Remove/Dispose Existing Utility Line and Backfill	\$ 38.40	\$ 26,880.00		
A-17	3	EA	Remove/Dispose Manholes	\$ 8,000.00	\$ 24,000.00		
A-18	8	HR	Asphalt Pavement Repair	\$ 120.00	\$ 960.00		
A-19	1	EA	Bypass Pumping	\$ 1,000.00	\$ 1,000.00		
A-20	40	HR	Excavator	\$ 37.50	\$ 1,500.00		
A-21	40	HR	Utility Truck	\$ 25.00	\$ 1,000.00		
A-22	40	HR	Utility Trailer	\$ 20.00	\$ 800.00		
A-23	40	HR	Dump Truck	\$ 40.00	\$ 1,600.00		
A-24	40	HR	1/2 Ton Truck	\$ 25.00	\$ 1,000.00		
A-25	40	HR	Mini Loader	\$ 30.00	\$ 1,200.00		
A-26	40	HR	Front Loader	\$ 35.00	\$ 1,400.00		
12" WW RELOCATION CONSTRUCTION COST ESTIMATE					\$93,837.11		
SUBTOTAL TXDOT REIMBURSEMENT COST (16.91%)					\$15,867.86		
SUBTOTAL CITY RELOCATION COST (83.09%)					\$77,969.26		

PRELIMINARY COST ESTIMATE

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
8" Wastewater Foremain Relocation (Westside) - Line B					
B-1	290	LF	8" Dia. Wastewater Foremain C900 PVC PC 150 <12" Depth	\$ 10.50	\$ 3,045.00
B-2	1	EA	Pipe Joint Lubricant	\$ 28.50	\$ 28.50
B-3	1	EA	Detectable Warning Tape	\$ 35.00	\$ 35.00
B-4	120	LF	16" Dia. Steel Casing*	\$ 66.26	\$ 7,950.60
B-5	43	EA	Epoxy Steel Casing Spacers*	\$ 90.98	\$ 3,912.14
B-6	2	EA	Casing End Seal	\$ 80.00	\$ 160.00
B-7	170	LF	Trench Safety	\$ 5.00	\$ 850.00
B-8	1	LS	Erosion Control	\$ 5,000.00	\$ 5,000.00
B-9	1	LS	Traffic Control	\$ 6,875.00	\$ 6,875.00
B-10	290	LF	Remove/Dispose Existing Utility Line and Backfill	\$ 38.40	\$ 11,136.00
B-11	120	HR	16" Dia. Steel Casing Bore	\$ 200.00	\$ 24,000.00
B-12	40	HR	Excavator	\$ 37.50	\$ 1,500.00
B-13	40	HR	Utility Truck	\$ 25.00	\$ 1,000.00
B-14	40	HR	Utility Trailer	\$ 20.00	\$ 800.00
B-15	40	HR	Dump Truck	\$ 40.00	\$ 1,600.00
B-16	40	HR	1/2 Ton Truck	\$ 25.00	\$ 1,000.00
B-17	40	HR	Mini Loader	\$ 30.00	\$ 1,200.00
B-18	40	HR	Front Loader	\$ 35.00	\$ 1,400.00
8" WW FM RELOCATION EXTENSION CONSTRUCTION COST ESTIMATE					\$71,492.24
SUBTOTAL TXDOT REIMBURSEMENT COST (0.00%)					\$0.00
SUBTOTAL CITY RELOCATION COST (100.00%)					\$71,492.24
12" Waterline Relocation (Westside) - Line C					
C-1	3200	LF	12" Dia. C-900 PVC Waterline (Material)	\$ 16.50	\$ 52,800.00
C-2	8	EA	Pipe Joint Lubricant	\$ 28.50	\$ 228.00
C-3	6	EA	5# HTH Dry Granular Chlorine - Disinfection	\$ 28.50	\$ 171.00
C-4	4	EA	Detectable Warning Tape	\$ 35.00	\$ 140.00
C-5	60	LF	20" Dia. Steel Casing*	\$ 122.41	\$ 7,344.77
C-6	23	EA	Epoxy Steel Casing Spacers*	\$ 90.98	\$ 2,092.54
C-7	2	EA	Casing End Seal	\$ 80.00	\$ 160.00
C-8	1	EA	1' x 2' Concrete Footing with Interior Gravel Bedding	\$ 90.00	\$ 90.00
C-9	1	EA	5' Dia. Fiberglass Manhole <10' Depth	\$ 1,822.70	\$ 1,822.70
C-10	1	EA	Manhole Lid (30" Opening x 4' dia. X 10' long)*	\$ 465.00	\$ 465.00
C-11	9	EA	Concrete Adjustable Rings	\$ 65.00	\$ 585.00
C-12	1	EA	Epoxy Coating	\$ 130.00	\$ 130.00
C-13	5	EA	12" Dia. Gate Valve*	\$ 2,150.00	\$ 10,750.00

PRELIMINARY COST ESTIMATE

Material	C-14	10	EA	12" Dia. PVC Wedge Restraint Gland*	\$	137.95	\$	1,379.50
	C-15	5	EA	Valve Box Top Section*	\$	56.50	\$	282.50
	C-16	5	EA	Valve Box Lid (Water)*	\$	23.95	\$	119.75
	C-17	5	EA	Valve Box Bottom Section*	\$	69.15	\$	345.75
	C-18	1	EA	60" Dia. x 6' FRP Manhole 1/2" Wall	\$	2,550.00	\$	2,550.00
	C-19	1	EA	32" Dia. Ring and Cover (Water)*	\$	465.00	\$	465.00
	C-20	2	EA	12" x 2" Double Strap Bronze Saddle	\$	316.69	\$	633.38
	C-21	1	EA	2" x 12" Brass Nipple GBL	\$	51.44	\$	51.44
	C-22	1	EA	2" Combination Air Release Valve	\$	650.00	\$	650.00
	C-23	2	EA	Mechanical Joint C153	\$	307.50	\$	615.00
	C-24	2	EA	12" Dia. PVC Wedge Restraint Gland	\$	137.95	\$	275.90
	C-25	2	EA	Galvanized Malleable Iron 150# 90 Elbow*	\$	42.88	\$	85.76
	C-26	2	EA	2" x 12" Galvanized STL Nipple*	\$	37.26	\$	74.52
	C-27	2	EA	2" Galvanized Malleable Iron 150# Coupling*	\$	26.60	\$	53.20
	C-28	2	EA	2" x 48" Galvanized Ready Cut Pipe Tube*	\$	119.52	\$	239.04
	C-29	3	EA	Bronze 125# Threaded Non-Rising Stem Gate	\$	204.28	\$	612.84
	C-30	10	EA	Mechanical Joint P153 P-401 45 Elbow*	\$	246.48	\$	2,464.80
Sup. Cons.	C-31	3140	LF	Trench Safety	\$	5.00	\$	15,700.00
	C-32	1	LS	Erosion Control	\$	5,000.00	\$	5,000.00
	C-33	1	LS	Traffic Control	\$	6,875.00	\$	6,875.00
	C-34	3355	LF	Remove/Dispose Existing Utility Line and Backfill	\$	38.40	\$	128,832.00
	C-35	38	HR	20"Dia. Steel Casing Bore	\$	200.00	\$	7,600.00
Labor & Equipment	C-36	80	HR	Excavator	\$	37.50	\$	3,000.00
	C-37	80	HR	Utility Truck	\$	25.00	\$	2,000.00
	C-38	80	HR	Utility Trailer	\$	20.00	\$	1,600.00
	C-39	80	HR	Dump Truck	\$	40.00	\$	3,200.00
	C-40	80	HR	1/2 Ton Truck	\$	25.00	\$	2,000.00
	C-41	80	HR	Mini Loader	\$	30.00	\$	2,400.00
	C-42	80	HR	Front Loader	\$	35.00	\$	2,800.00
	12" WATERLINE RELOCATION CONSTRUCTION COST ESTIMATE							\$268,684.39
SUBTOTAL TXDOT REIMBURSEMENT COST (87.52%)								\$235,152.58
SUBTOTAL CITY RELOCATION COST (12.48%)								\$33,531.81

PRELIMINARY COST ESTIMATE

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
6" Wastewater Foremain Relocation (Westside) - Line D					
D-1	3490	LF	6" Dia. Wastewater Foremain C 900 PVC PC 150 <10' Depth	\$ 5.95	\$ 20,765.50
D-2	8	EA	Pipe Joint Lubricant	\$ 28.50	\$ 228.00
D-3	4	EA	Detectable Warning Tape	\$ 35.00	\$ 140.00
D-4	60	LF	16" Dia. Steel Casing*	\$ 66.26	\$ 3,975.30
D-5	23	EA	Epoxy Steel Casing Spacers*	\$ 90.98	\$ 2,092.54
D-6	2	EA	Casing End Seal	\$ 80.00	\$ 160.00
D-7	1	EA	12" x 2" Double Strap Bronze Saddle	\$ 247.20	\$ 247.20
D-8	2	EA	2" x 12" Brass Nipple GBL	\$ 51.44	\$ 102.88
D-9	1	EA	Bronze 125# Threaded Non-Rising Stem Gate	\$ 204.28	\$ 204.28
D-10	3430	LF	Trench Safety	\$ 5.00	\$ 17,150.00
D-11	1	LS	Erosion Control	\$ 5,000.00	\$ 5,000.00
D-12	1	LS	Traffic Control	\$ 6,875.00	\$ 6,875.00
D-13	3600	LF	Remove/Dispose Existing Utility Line and Backfill	\$ 38.40	\$ 138,240.00
D-14	38	HR	16" Dia. Steel Casing Bore	\$ 200.00	\$ 7,600.00
D-15	80	HR	Excavator	\$ 37.50	\$ 3,000.00
D-16	80	HR	Utility Truck	\$ 25.00	\$ 2,000.00
D-17	80	HR	Utility Trailer	\$ 20.00	\$ 1,600.00
D-18	80	HR	Dump Truck	\$ 40.00	\$ 3,200.00
D-19	80	HR	1/2 Ton Truck	\$ 25.00	\$ 2,000.00
D-20	80	HR	Mini Loader	\$ 30.00	\$ 2,400.00
D-21	80	HR	Front Loader	\$ 35.00	\$ 2,800.00
6" WW FM RELOCATION CONSTRUCTION COST ESTIMATE					\$219,780.70
SUBTOTAL TXDOT REIMBURSEMENT COST (14.47%)					\$31,802.27
SUBTOTAL CITY RELOCATION COST (85.53%)					\$187,978.43
TOTAL CONSTRUCTION COST					\$653,794.44
TOTAL TXDOT REIMBURSEMENT COST (43.26%)					\$282,822.70
TOTAL CITY RELOCATION COST (56.74%)					\$370,971.74
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Material Testing Cost					
1	256	EA	Construction Materials Technician, Hr. (1)	\$ 50.00	\$ 12,800.00
2	64	EA	Vehicle Charge (2)	\$ 70.00	\$ 4,480.00
3	64	EA	Nuclear Density Gauge, Day	\$ 50.00	\$ 3,200.00
4	4	EA	Sample Pick-up	\$ 150.00	\$ 600.00
5	6	EA	Standard Compaction Effort - ASTM 698 (Proctor)	\$ 160.00	\$ 960.00
6	4	EA	Atterberg Limits - ASTM D4318	\$ 65.00	\$ 260.00
Utility Trench Backfill					
Lab. Test					

PRELIMINARY COST ESTIMATE

Proj. No.	4	EA	Percent Finer No. 200 - ASTM D 1140		
				\$	
7	15	EA	Project Manager, Hr.	50.00	\$ 200.00
8	15	EA	Administrative Support, Hr.	105.00	\$ 1,575.00
9	15	EA		50.00	\$ 750.00
MATERIAL TESTING FEES COST ESTIMATE					\$24,825.00
SUBTOTAL TXDOT REIMBURSEMENT COST (43.26%)					\$10,592.83
SUBTOTAL CITY RELOCATION COST (56.74%)					\$14,232.17

PRELIMINARY COST ESTIMATE

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Engineering Fees					
1	400	HR	Engineer	\$ 71.01	\$ 28,404.00
2	700	HR	Assistant Engineer I	\$ 31.97	\$ 22,379.00
3	600	HR	Assistant Engineer II	\$ 31.97	\$ 19,182.00
4	500	HR	GIS Technician	\$ 14.07	\$ 7,035.00
5	400	HR	Engineering Technician	\$ 14.07	\$ 5,628.00
6	300	HR	Administrative Assistant II	\$ 28.48	\$ 8,544.00
7	100	HR	Water Supervisor	\$ 43.89	\$ 4,389.00
8	200	HR	Wastewater Foreman	\$ 32.61	\$ 6,522.00
ENGINEERING FEES COST ESTIMATE				\$91,172.00	
SUBTOTAL TXDOT REIMBURSEMENT COST (43.26%)				\$40,006.27	
SUBTOTAL CITY COST (56.74%)				\$51,165.73	

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Appraisal					
1	1	LS	Real Estate Appraiser	\$ 12,000.00	\$ 12,000.00
2	0.042	AC	Existing Easement 1 Reimbursement	\$ 1,116.00	\$ 1,116.00
3	0.302	AC	Existing Easement 2 Reimbursement	\$ 6,881.00	\$ 6,881.00
4	1.252	AC	Existing Easement 3 Reimbursement	\$ 31,081.00	\$ 31,081.00
5	0.083	AC	Existing Road Parcel - Trant Road	\$ 2,358.00	\$ 2,358.00
EASEMENT AND ROW APPRAISAL				\$ 53,436.00	

FINAL PROJECT COST		\$823,227.44
FINAL TXDOT REIMB. COST + TESTING + ENGINEERING FEES (43.26%) + EASEMENT (100%)		\$386,857.80
FINAL CITY RELOCATION COST + TESTING (56.74%)		\$436,369.64
(CITY IN-HOUSE ENGINEERING FEES)		-\$51,165.73
FINAL CITY RELOCATION COST + TESTING (56.74%)		\$385,203.91

**CITY OF KINGSVILLE
ENGINEERING DEPARTMENT**
260 West King
Kingsville, Texas 75667
Office 361.595.4097
Fax 361.595.5055

GENERAL CONSTRUCTION NOTES

- [illegible]

PAYING CONSTRUCTION NOTES

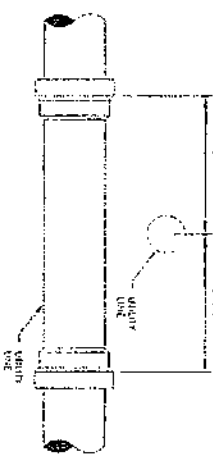
1. The above information was obtained from a review of the files of the Federal Bureau of Investigation, Department of Justice, and the Central Intelligence Agency, and is being furnished to you for your information.

WATERLINE CONSTRUCTION NOTES:

- [illegible]

WASTEWATER COLLECTION LINE CONSTRUCTION NOTES

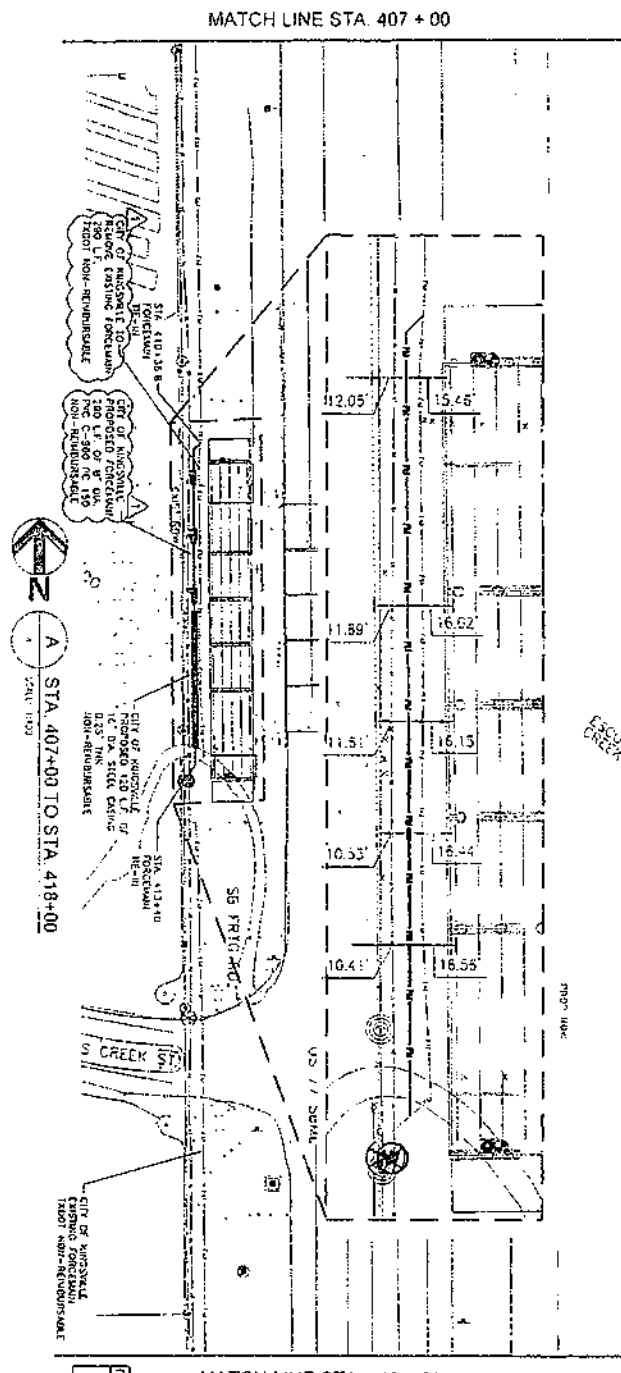
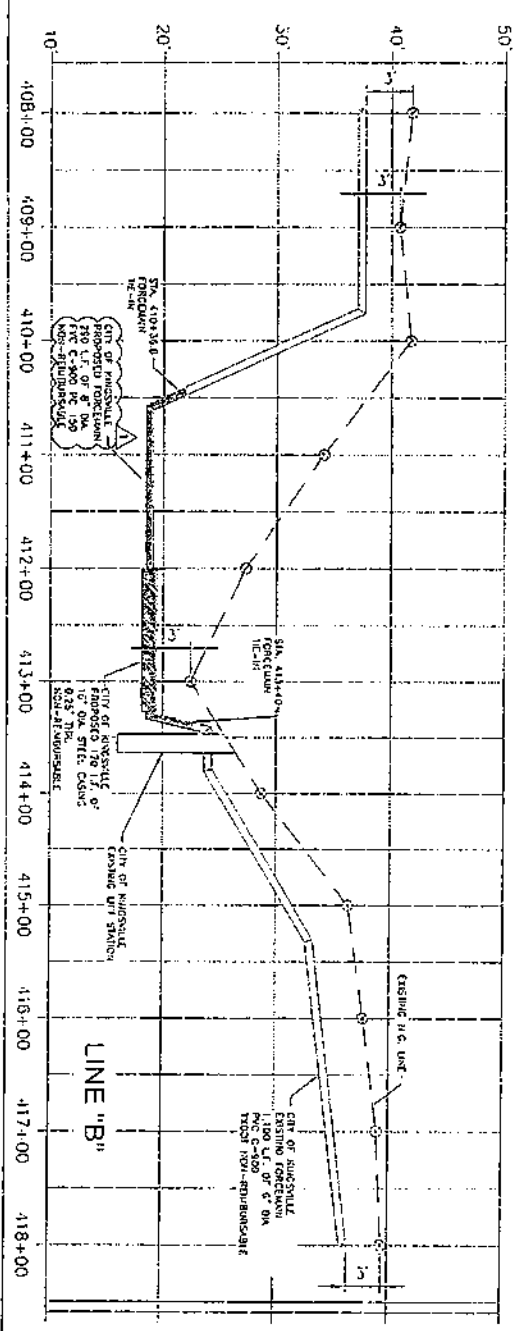
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LEGEND

- [illegible]

[illegible][illegible]

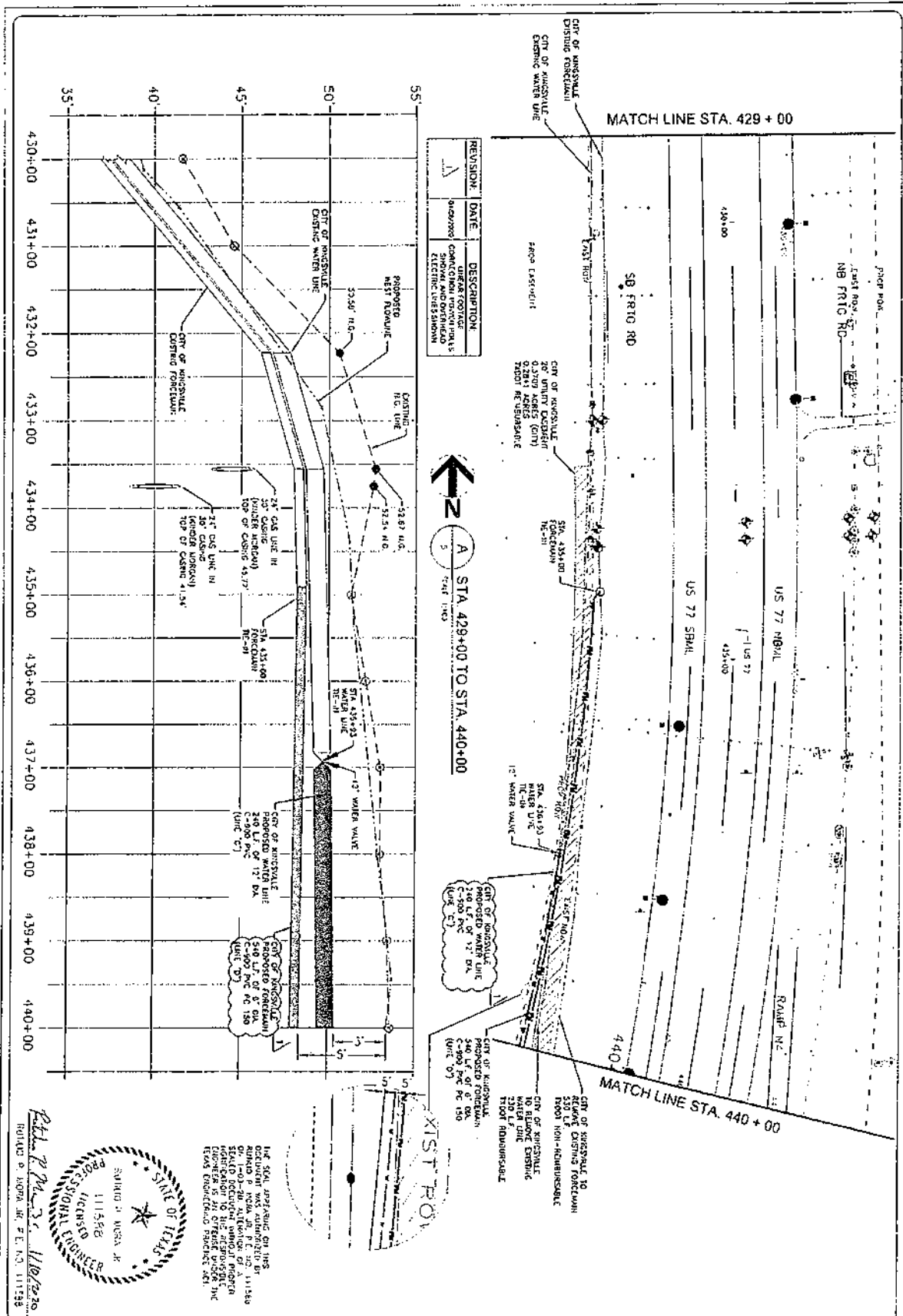


241 7th St. 11/19/2020
 RUILO P. MORA JR. P.E. NO. 111288

STATE OF TEXAS
 PROFESSIONAL ENGINEER
 111288
 RUILO P. MORA JR.

THE STATE ENGINEERING DIVISION HAS REVIEWED THIS PROJECT AND HAS DETERMINED THAT IT COMPLIES WITH THE REQUIREMENTS OF THE TEXAS ENGINEERING PROFESSIONAL ACT.

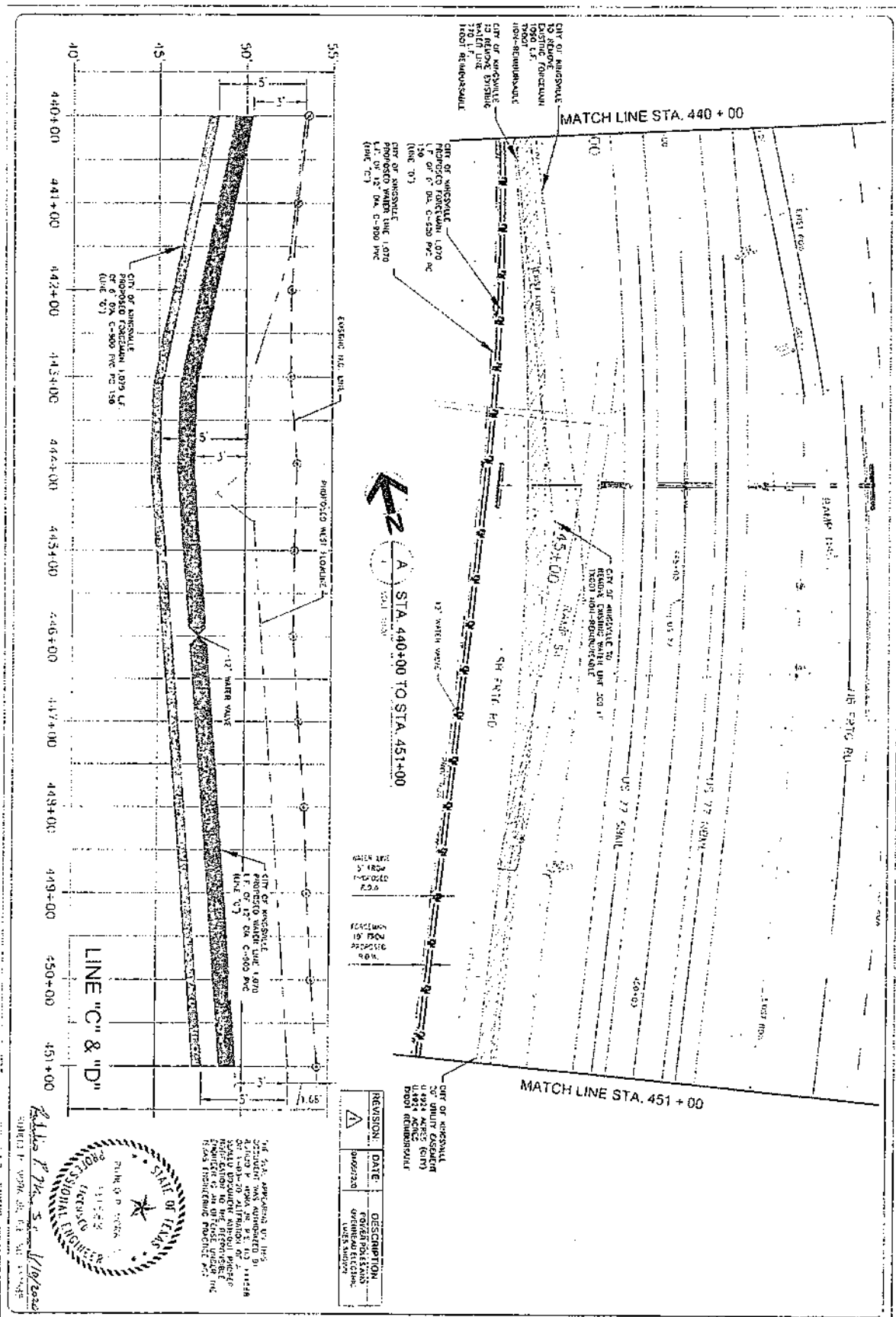
REVISION	DATE	DESCRIPTION
1	07/23/2019	INITIAL PROJECT CONSTRUCTION

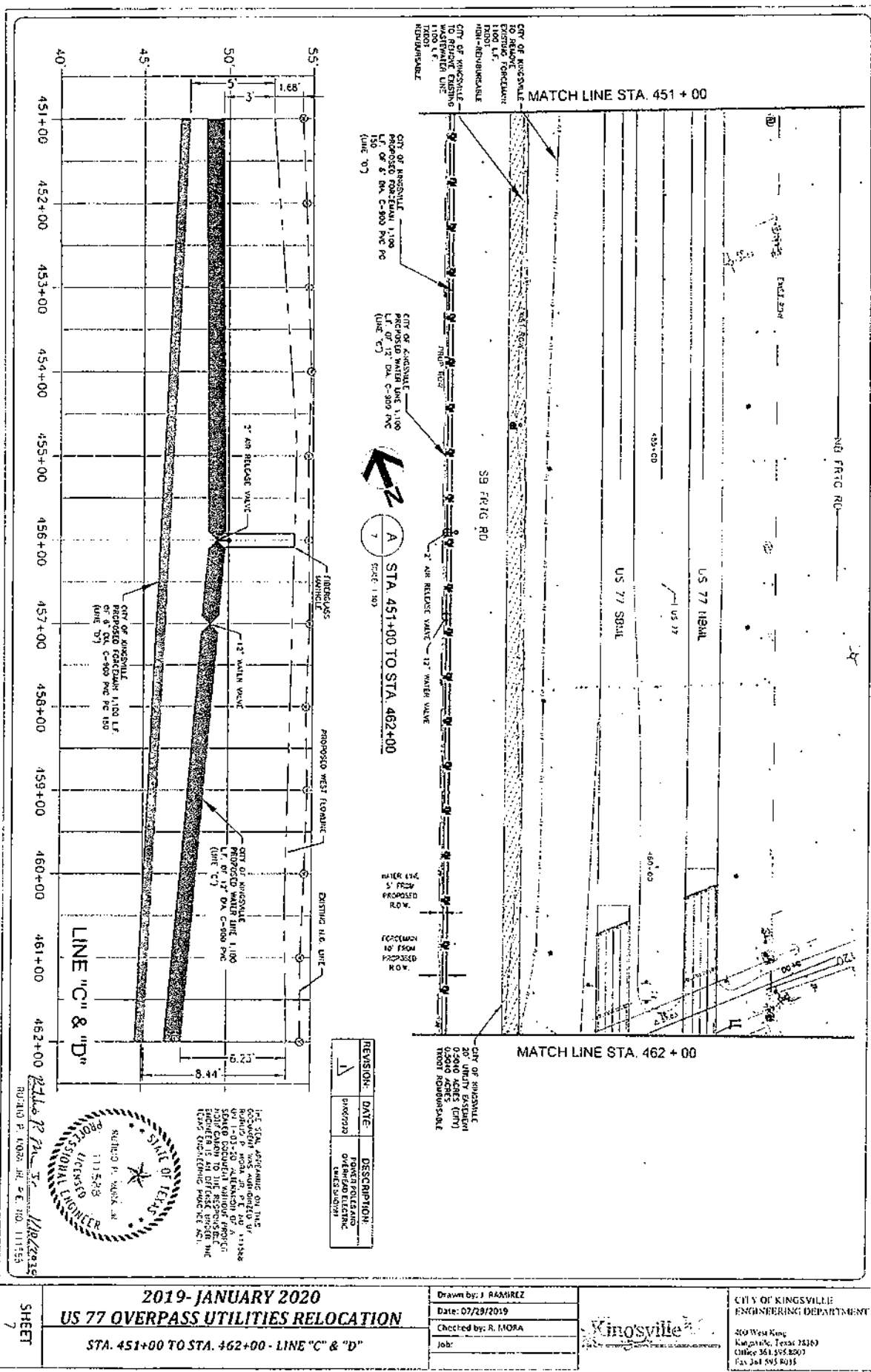


REVISION	DATE	DESCRIPTION
1	06/09/2019	ISSUED FOR PERMIT
2	07/29/2019	CONSTRUCTION PERMIT
3	08/01/2019	CONSTRUCTION PERMIT
4	08/01/2019	CONSTRUCTION PERMIT
5	08/01/2019	CONSTRUCTION PERMIT

STA 429+00 TO STA 440+00

JAMES P. RAMIREZ, P.E.
 PROFESSIONAL ENGINEER
 LICENSE NO. 111582
 STATE OF TEXAS
 11/15/2019

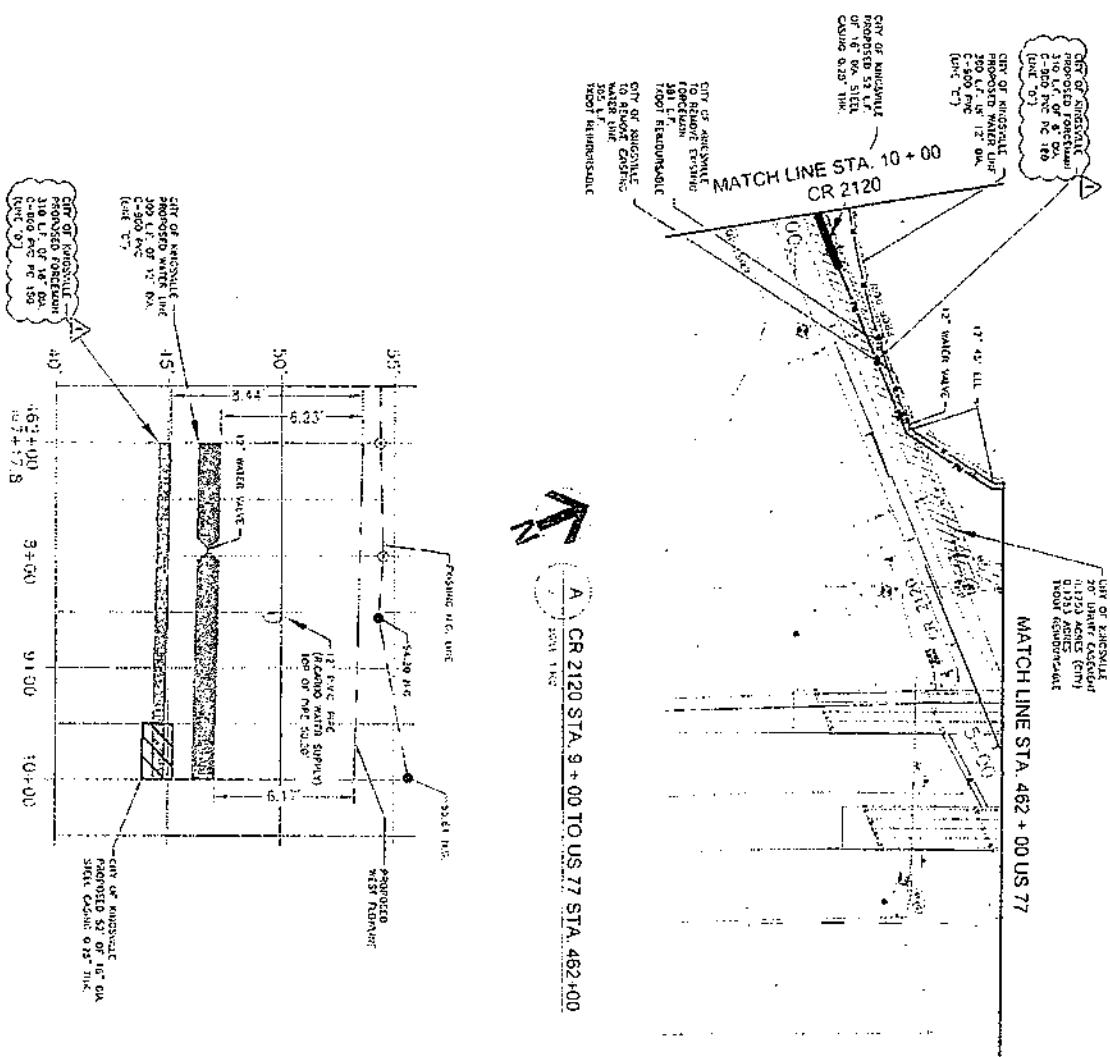




STATE OF TEXAS
 PROFESSIONAL ENGINEER
 RICHARD P. MORA, JR.
 1115 S. 28th
 KINGSVILLE, TEXAS 78642
 License No. 111753

I, C. STEPHENSON, on this
 04/04/2020 day of April, 2020
 signed and sealed this
 certificate of approval for
 the above described project
 and the undersigned
 hereby certifies that the
 project is in accordance
 with the applicable
 laws and regulations of
 the State of Texas.

REVISION	DATE	DESCRIPTION
1	07/29/2019	FORN POLY AND OVERHEAD ELECTRIC



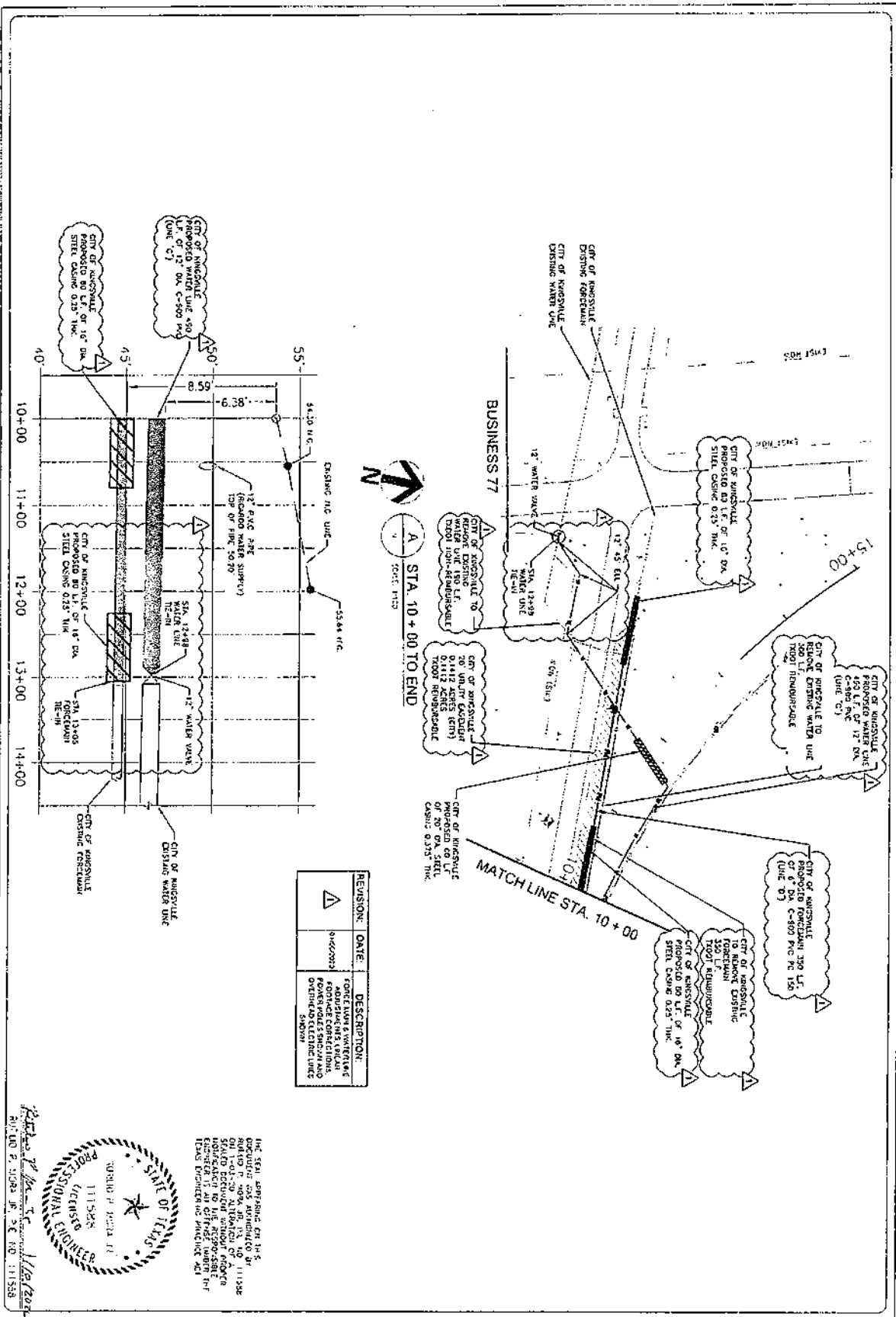
CR 2120 STA. 9 + 00 TO US 77 STA. 462 + 00

REVISION	DATE	DESCRIPTION
A	07/29/2019	RELOCATE CR 2120 BRIDGE OVER US 77

10/10/2019



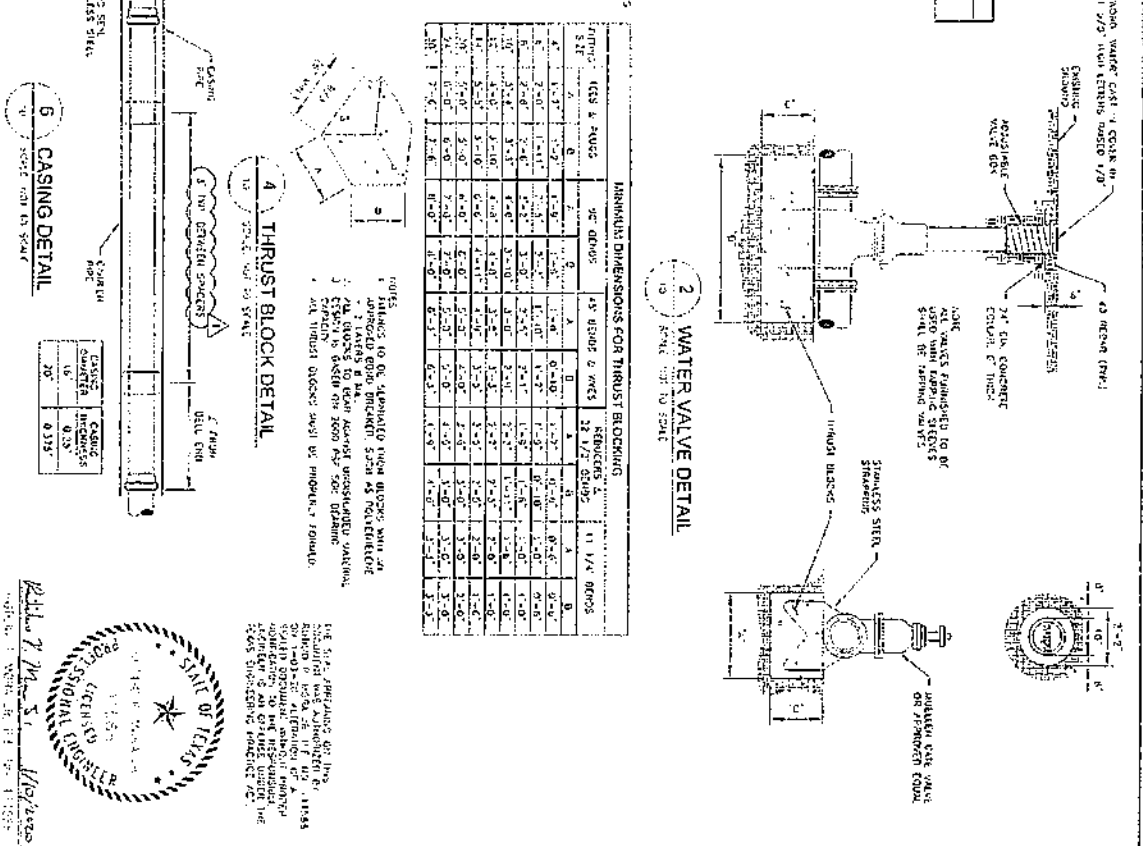
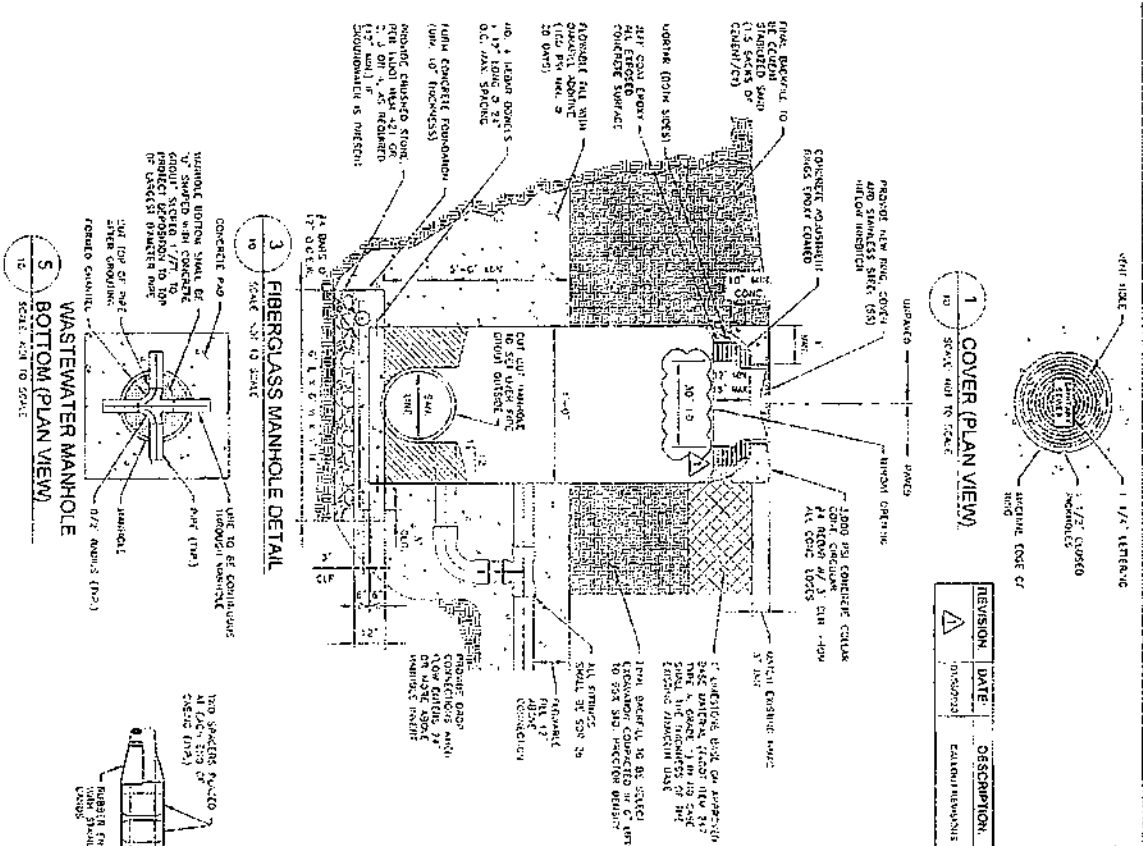
THE SEAL, ANYTHING ON THE
EXERCISE AND AUTHORIZED BY
THE BOARD OF ENGINEERING
EXAMINERS OF THE STATE OF
TEXAS. IT IS THE POLICY OF
THE BOARD OF ENGINEERING
EXAMINERS TO REPRERSENT THE
PUBLIC INTEREST AND TO
PROTECT THE PUBLIC FROM
UNSAFE ENGINEERING PRACTICE AND



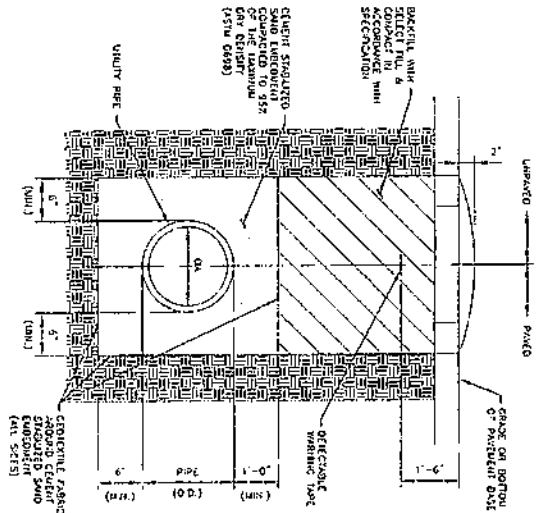
REVISION	DATE	DESCRIPTION
1	04/20/2019	FOR LAYOUT & UTILITY RELOCATION. ADDITIONAL CORRECTIONS. OVERHEAD ELECTRIC LINES. SHOWN



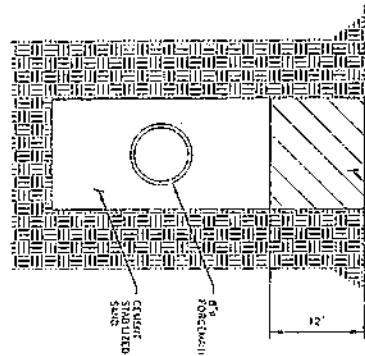
Prepared by: J. Ramirez
 Checked by: R. Mora
 Date: 07/29/2019



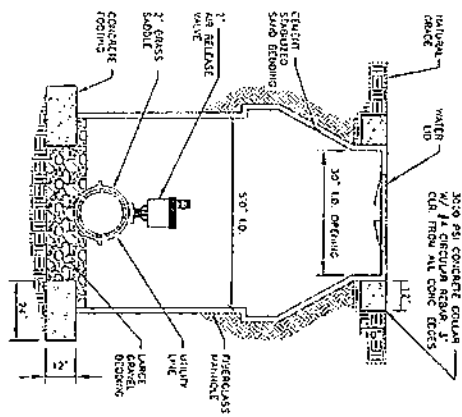
SECTION	DATE	DESCRIPTION
1	07/29/2019	COVER (PLAN VIEW)
2	07/29/2019	WATER VALVE DETAIL
3	07/29/2019	FIBERGLASS MANHOLE DETAIL
4	07/29/2019	THRUST BLOCK DETAIL
5	07/29/2019	WASTEWATER MANHOLE
6	07/29/2019	CASING DETAIL



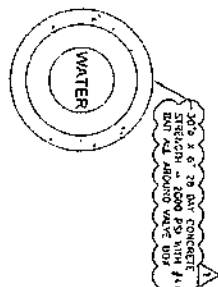
1 UTILITY BEDDING DETAIL
SCALE: NOT TO SCALE



1A UTILITY BEDDING DETAIL
(AT DITCH CROSSING)
SCALE: NOT TO SCALE

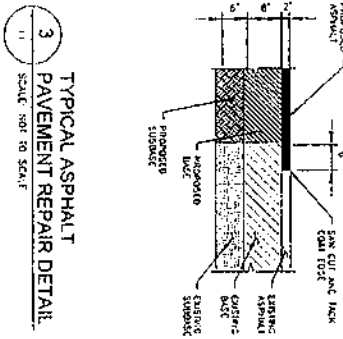


2 AUTOMATIC 2\"/>

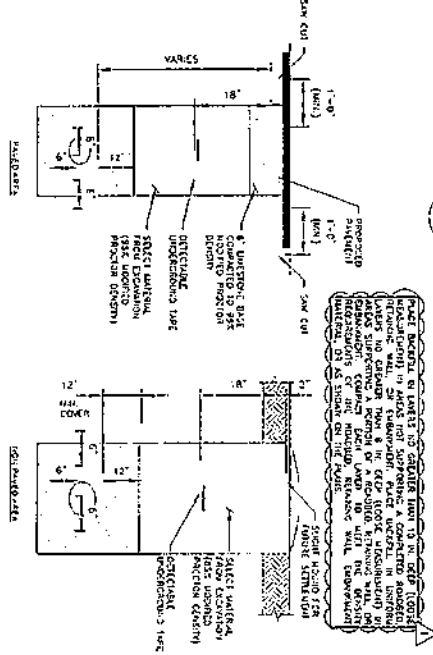


A SECTION
SCALE: NOT TO SCALE

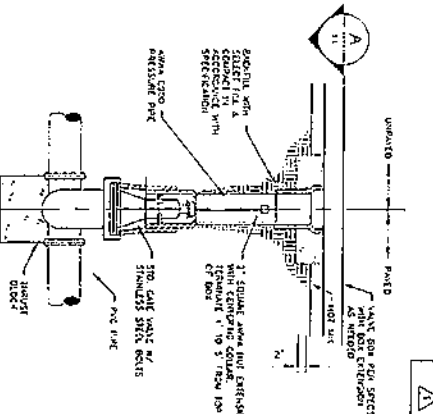
- NOTE:
1. ALL UTILITY PIPES TO BE USED SHALL BE 12\"/>



3 TYPICAL ASPHALT
PAVEMENT REPAIR DETAIL
SCALE: NOT TO SCALE



4 BEDDING & BACKFILL DETAILS
SCALE: NOT TO SCALE



5 TYPICAL CONCRETE
PAVEMENT EDGE SECTION
SCALE: NOT TO SCALE



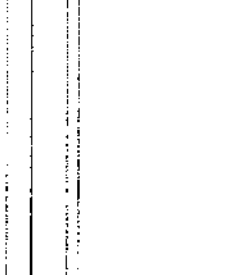
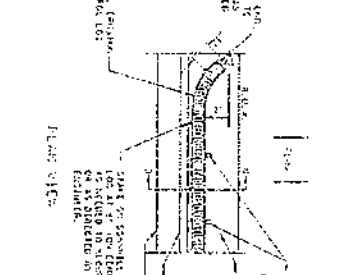
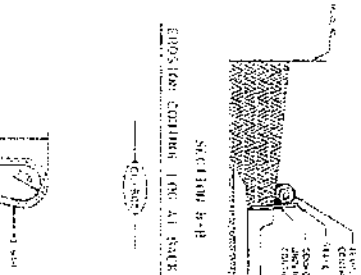
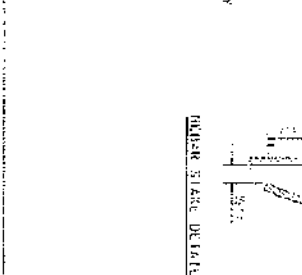
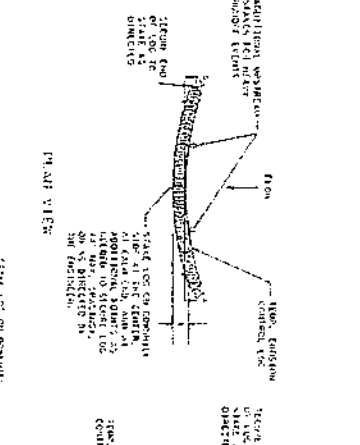
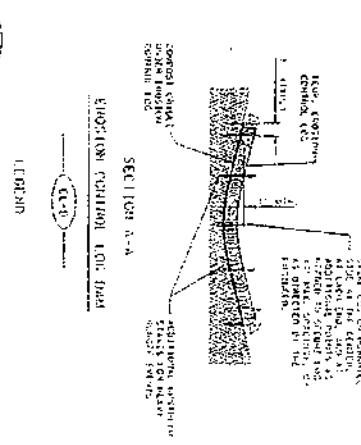
Drawn by: J. RAMIREZ
Date: 07/28/2019
Checked by: R. MORA
Job:
Scale: N.T.S.

THIS DRAWING IS THE PROPERTY OF THE CITY OF KINGSVILLE, TEXAS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CITY OF KINGSVILLE, TEXAS.

DATE: 07/25/2019

FILE:

- (C-1)—EROSION CONTROL LOG DAM
- (C-2)—EROSION CONTROL LOG AT BACK OF CURB
- (C-3)—EROSION CONTROL LOG AT EDGE OF HIGHWAY
- (C-4)—EROSION CONTROL LOGS ON SLOPES
- (C-5)—EROSION CONTROL LOGS ON SLOPES
- (C-6)—EROSION CONTROL LOG AT RAMP INLET
- (C-7)—EROSION CONTROL LOG AT CURB INLET
- (C-8)—EROSION CONTROL LOG AT CURB & GRATE INLET



SEDIMENT BASIN & TRAP USAGE GUIDELINES:

1. Sediment basins and traps are designed to capture sediment and debris from runoff water before it enters the storm drain system.

2. Sediment basins and traps should be installed at the following locations:

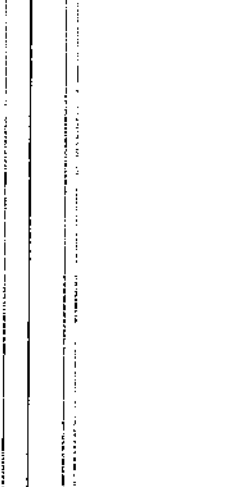
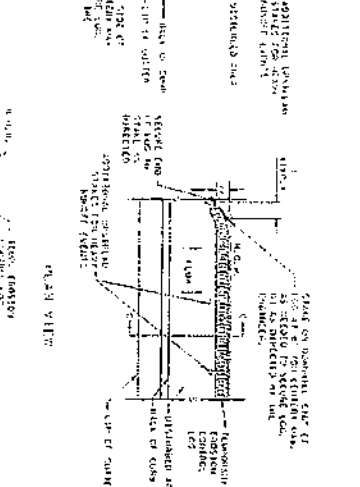
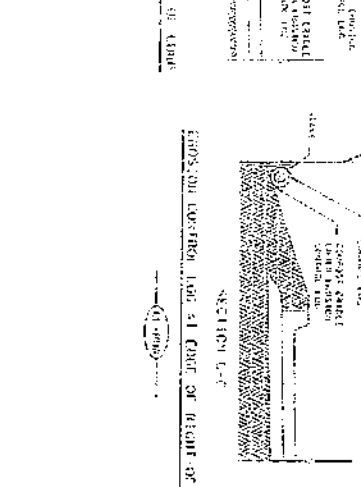
- a. At the entrance to the storm drain system from a parking lot, driveway, or other paved area.
- b. At the entrance to the storm drain system from a construction site.
- c. At the entrance to the storm drain system from a residential or commercial property.
- d. At the entrance to the storm drain system from a street or highway.

3. Sediment basins and traps should be maintained as follows:

- a. Sediment basins and traps should be inspected and cleaned at least once a year.
- b. Sediment basins and traps should be cleaned more frequently if they are located in areas with high sediment runoff.
- c. Sediment basins and traps should be cleaned more frequently if they are located in areas with high debris runoff.

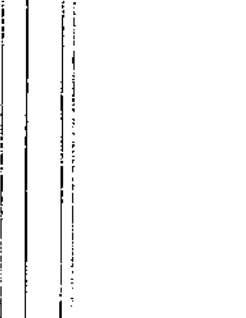
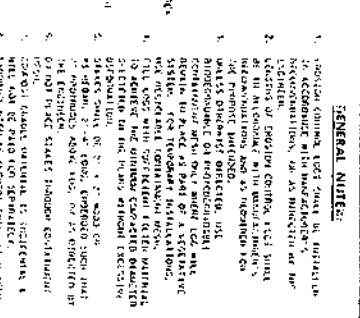
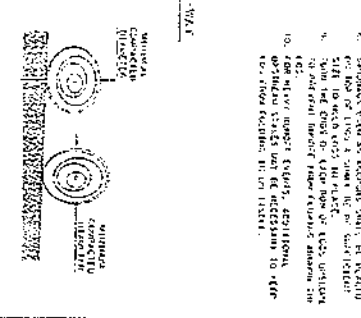
4. Sediment basins and traps should be installed and maintained in accordance with the following standards:

- a. Sediment basins and traps should be installed in accordance with the standards of the Texas Department of Transportation (TxDOT).
- b. Sediment basins and traps should be installed in accordance with the standards of the American Society of Civil Engineers (ASCE).
- c. Sediment basins and traps should be installed in accordance with the standards of the International Association of Bridge, Structural, and Mechanical Engineers (IABSE).



GENERAL NOTES:

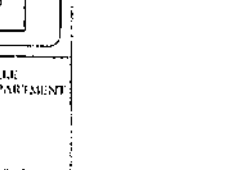
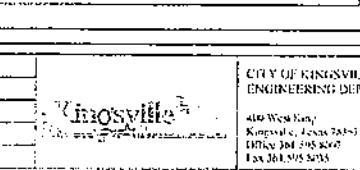
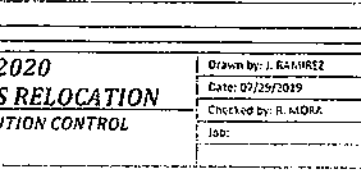
1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NOTES:
2. EROSION CONTROL LOGS SHALL BE INSTALLED AT THE LOCATION OF THE EROSION CONTROL LOGS SHOWN ON THE DRAWING.
3. EROSION CONTROL LOGS SHALL BE INSTALLED AT THE LOCATION OF THE EROSION CONTROL LOGS SHOWN ON THE DRAWING.
4. EROSION CONTROL LOGS SHALL BE INSTALLED AT THE LOCATION OF THE EROSION CONTROL LOGS SHOWN ON THE DRAWING.
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6. EROSION CONTROL LOGS SHALL BE INSTALLED AT THE LOCATION OF THE EROSION CONTROL LOGS SHOWN ON THE DRAWING.
7. EROSION CONTROL LOGS SHALL BE INSTALLED AT THE LOCATION OF THE EROSION CONTROL LOGS SHOWN ON THE DRAWING.
8. EROSION CONTROL LOGS SHALL BE INSTALLED AT THE LOCATION OF THE EROSION CONTROL LOGS SHOWN ON THE DRAWING.
9. EROSION CONTROL LOGS SHALL BE INSTALLED AT THE LOCATION OF THE EROSION CONTROL LOGS SHOWN ON THE DRAWING.
10. EROSION CONTROL LOGS SHALL BE INSTALLED AT THE LOCATION OF THE EROSION CONTROL LOGS SHOWN ON THE DRAWING.



TEMPERARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOGS

DATE: 07/25/2019



2019- JANUARY 2020
US 77 OVERPASS UTILITIES RELOCATION
EC- SEDIMENT AND WATER POLLUTION CONTROL
MEASURES

Drawn by: J. RAMIREZ
Date: 07/25/2019
Checked by: R. MORA
Job:

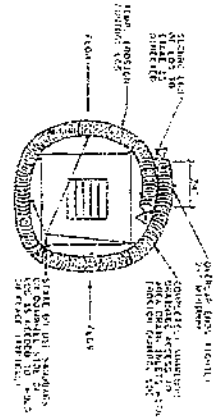
Kingsville

CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
400 West Bay
Kingsville, Texas 78401
Phone: 361.595.5000
Fax: 361.595.5000

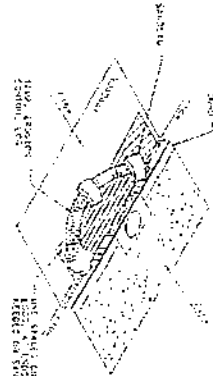
NOTES:
The use of this system is governed by the Texas Engineering Practice Act. No warranty or liability is made for the purpose of this system. The user assumes all responsibility for the operation of this system and is not to be held liable for any damage resulting from its use.

DATE:
FILE:

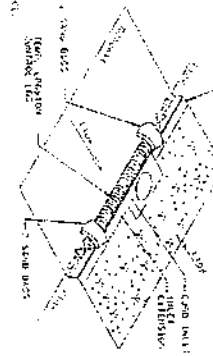
EROSION CONTROL, LOS AT DROP INLET



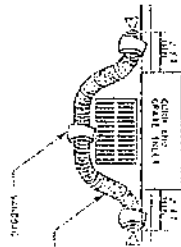
EROSION CONTROL, LOS AT CURB INLET



EROSION CONTROL, LOS AT CURB INLET



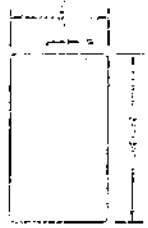
EROSION CONTROL, LOS AT CURB & GRADE INLET



EROSION CONTROL, LOS AT CURB & GRADE INLET
CONCRETE
GRAVEL
SLOPE
DRAINAGE
WATER
Paved Area
Grass Area
Slope Protection
Gravel Area
Curb & Grade Inlet
Erosion Control
Concrete
Gravel
Slope
Drainage
Water
Paved Area
Grass Area
Slope Protection
Gravel Area

SECTION 2-18

SECTION 2-19



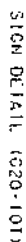
EROSION CONTROL, LOS AT CURB & GRADE INLET
CONCRETE
GRAVEL
SLOPE
DRAINAGE
WATER
Paved Area
Grass Area
Slope Protection
Gravel Area
Curb & Grade Inlet
Erosion Control
Concrete
Gravel
Slope
Drainage
Water
Paved Area
Grass Area
Slope Protection
Gravel Area

2019- JANUARY 2020	
US 77 OVERPASS UTILITIES RELOCATION	
EC - SEDIMENT AND WATER POLLUTION CONTROL MEASURES III	
EROSION CONTROL, LOS	
SECTION 2-18	
SECTION 2-19	
SECTION 2-20	
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SECTION 2-100	

1. The Berkeley and Construction Student Senate, INC. desires to be included to show typical approval for placement of temporary traffic control devices, construction powerline activities, and physical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the Texas Manual on Uniform Traffic Control Devices (TMUDC).

- [illegible]

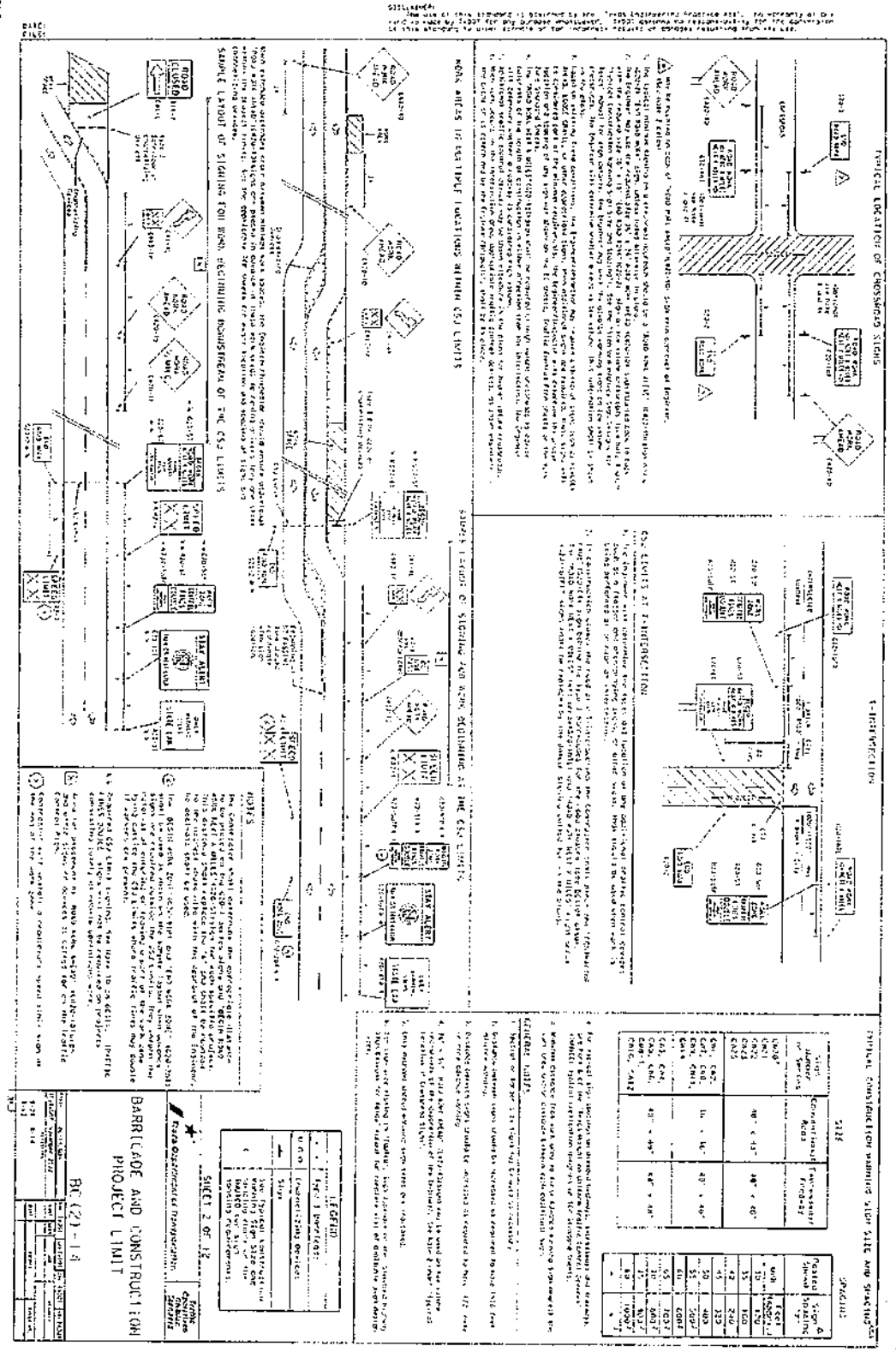
1. DEPARTS ON FOOT AND/OR WALKED TO TRAFFIC OR TO CONSTRUCTION EQUIPMENT WITHIN THE RIGHT-OF-WAY SHORTLY AFTER HIGH-VISIBILITY SOLIDITY APPARENT REDUCED TO THE REQUIREMENTS OF 152A. REACHED THE TRAFFIC SIGNAL OR TO HIGH-VISIBILITY APPROACH, OR CONSTRUCTION REVISIONS, AND INCURRED AN AMBI 01-2025 STANDARD PERFORMANCE FOR CLASS 2 OF A RISK CATEGORY. CLASS 3 OPERATORS SHOULD BE CONSIDERED FOR HIGH TRAFFIC VOLUME WORK DUES OR NIGHT TIME WORK.

[illegible]

THE DOCUMENTS LISTED CAN BE FOUND ONLINE AT
<http://info.wwa.state.gov>

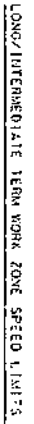
COALITION WORK ZONE TRAFFIC CONTROL DEVICES (CWZCDS)
OPERATIONAL AND/OR SPECIFICATIONS (OAS)
MATERIAL PRODUCTION LIST (MPL)
ROADWAY OBSTRUCTION - SEE "MANUALS & DOCUMENTATION"
STANDARD HIGHWAY SIGN 053-10-6 FOR TRUCKS (SHSD)
TRUCKS MANUAL FOR UNIFORMED TRAFFIC CONTROL DEVICES (TUMCD)
TRAFFIC DIRECTING STANDARD SHEETS

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2416:
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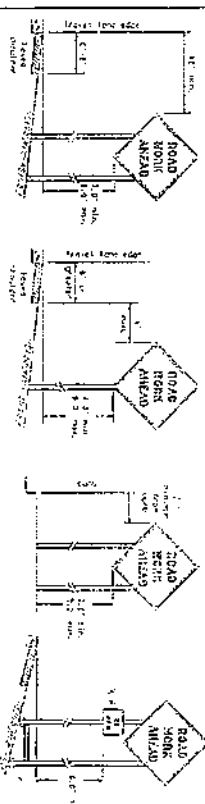
Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (W2-1) shall be removed



1. Acceleration and deceleration should be varied along the sections of compression (projectiles may speed toward the end of their inward run).
2. Accelerating area may extend along almost the whole or less than half of the section.
3. Speed may differ or fluctuate for one direction of travel and be relatively constant for each direction of travel.
4. Frequency of each zone may vary along section but:
 - a. not greater than 3 or 4 times
 - b. not less than 1/2 or 2 times
5. Boundary speed limit may vary from block to block, legend and border on a single reflective background may vary from section to section.
6. Acceleration, position and momentum of reflecting area must be defined, each may be varied along and the speed limit may be 1/2 or 1/3 of the limit for direction, but limit is considered necessary for the zone.
7. Limiting speed may vary, limiting speed may be given only or be allowed, unless it otherwise meets and responds to the condition, on itself.
8. Acceleration may vary from reflective surface, include but not may limit for:
 - a. frequency position and limit to zone
 - b. acceleration
 - c. periodic compressive resistance zone (PDRZ)
 - d. low-power, forward motion resistance
 - e. fast motion, forward or slow
9. Speeds shown on diagram must be for illustration only.
10. For each specific condition concerning the zone of work, work zone conditions may be varied, including alternate frequency compression speed and reaction for the total area within the total system system.

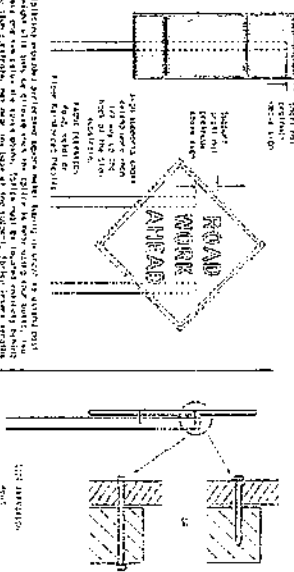
SHEET
17

STANDARD SIGN DIMENSIONS FOR CONTEMPORARY AND INTERMEDIATE SIGN TYPES



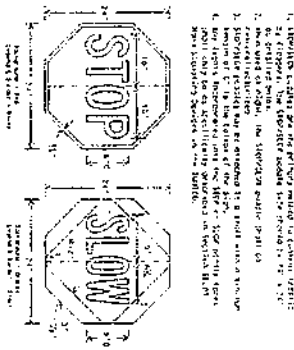
A sign showing the location of a future hazard, such as a sharp curve, should be placed at least 100 feet before the hazard. The sign should be placed at the intersection of the road and the road leading to the hazard.

ATTACHMENT FOR SIGN SUPPORTS



1. SIGNPOSTS shall be of galvanized steel pipe, 4 inches in diameter, with a minimum wall thickness of 0.1875 inches. The signposts shall be painted with a reflective white paint.

STANDARD SIGN DIMENSIONS



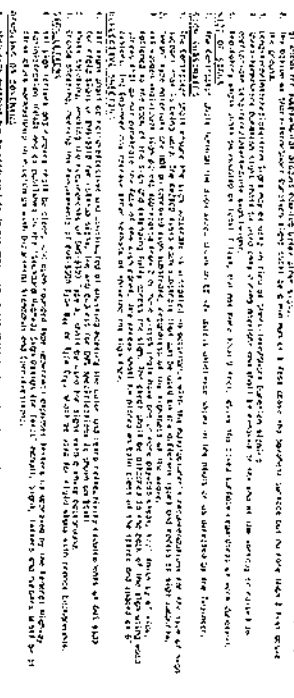
CONSTRUCTION REQUIREMENTS FOR INTERMEDIATE SIGN TYPES

1. SIGNPOSTS shall be of galvanized steel pipe, 4 inches in diameter, with a minimum wall thickness of 0.1875 inches. The signposts shall be painted with a reflective white paint.

STANDARD SIGN DIMENSIONS

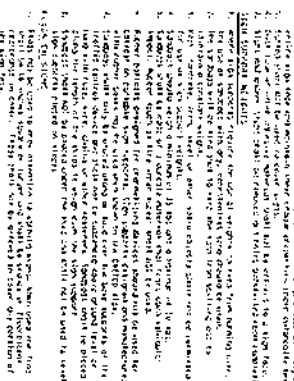
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STANDARD SIGN DIMENSIONS

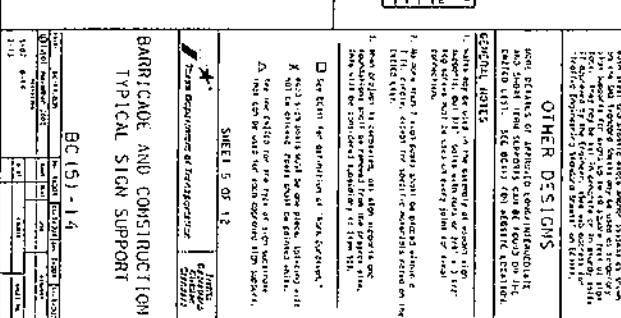
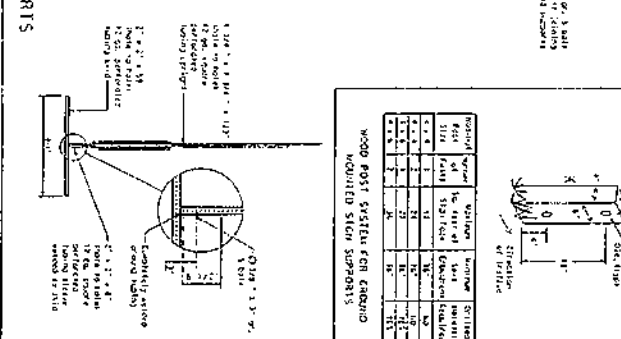
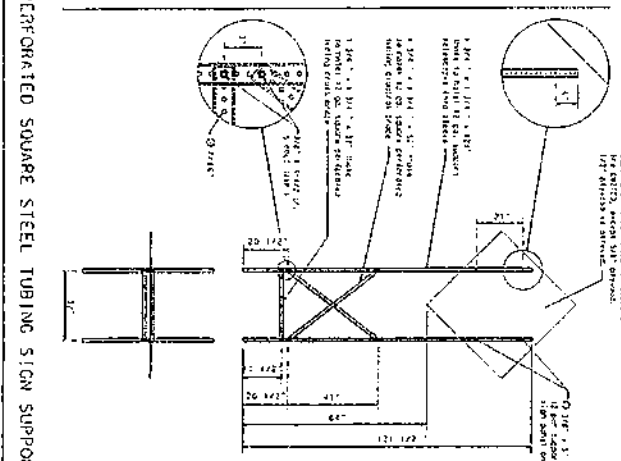
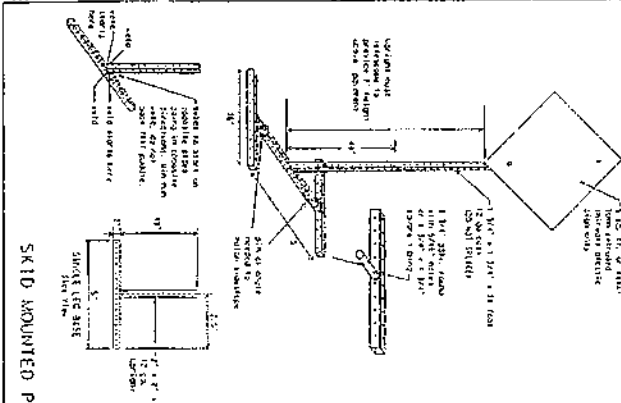


CONSTRUCTION REQUIREMENTS FOR INTERMEDIATE SIGN TYPES

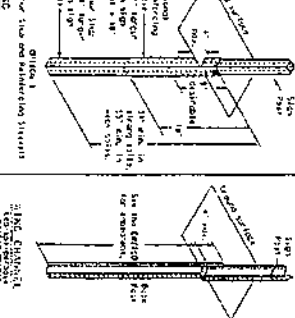
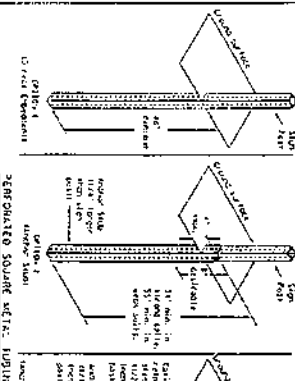
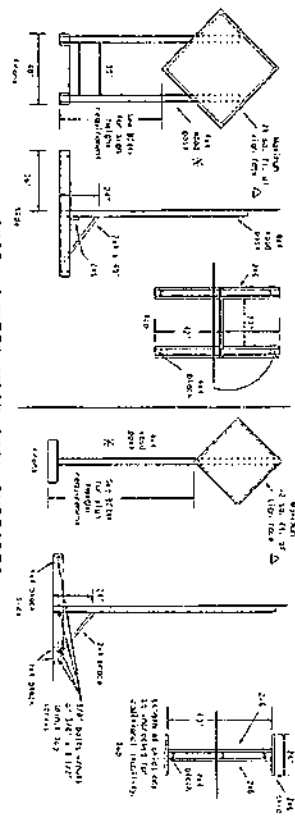
1. SIGNPOSTS shall be of galvanized steel pipe, 4 inches in diameter, with a minimum wall thickness of 0.1875 inches. The signposts shall be painted with a reflective white paint.

THE USE OF THIS STANDARD IS COVERED BY THE "TRAFFIC ENGINEERING PRODUCT ACT," TO THE EXTENT OF ANY
 AND TO THE EXTENT OF ANY OTHER ACT OR LAWS, AND THE USER ASSUMES ALL LIABILITY FOR THE CONSTRUCTION
 OF THIS STANDARD TO BE IN ACCORDANCE WITH THE INTENT OF THE ACT, AND THE USER ASSUMES ALL LIABILITY FOR THE CONSTRUCTION
 OF THIS STANDARD TO BE IN ACCORDANCE WITH THE INTENT OF THE ACT, AND THE USER ASSUMES ALL LIABILITY FOR THE CONSTRUCTION

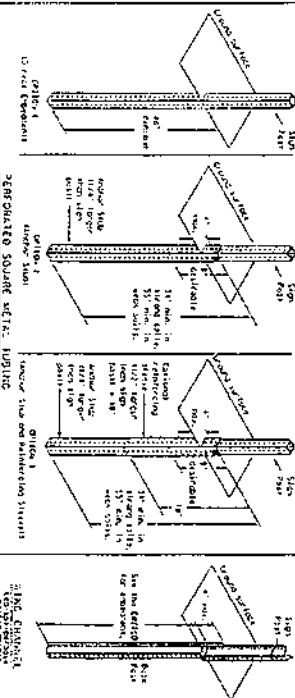
DATE: 1/1/20



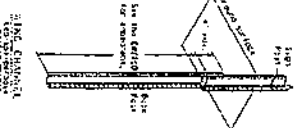
SKID MOUNTED WOOD SIGN SUPPORTS



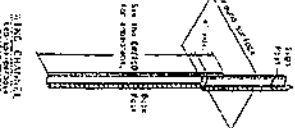
GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS



OTHER DESIGNS



-
- Fig. 7 and Fig. 8 are perspective views of the invention. Fig. 7 shows a side view of a rectangular block with a central longitudinal slot. A vertical line is labeled 'A', and a horizontal line is labeled 'B'. A small rectangular feature is labeled 'C'. Fig. 8 shows a top-down view of the same block, showing the slot and the central feature 'C'.

March 11, 2015

- Fig. 1. Working unit of the device for measuring the dynamic pressure in the flow of a gas. 1 - nozzle; 2 - diaphragm; 3 - piezoelectric transducer; 4 - amplifier; 5 - oscilloscope.

PAATHI DISC | LGH15, INSTALLED ON PLASTIC DRUMS

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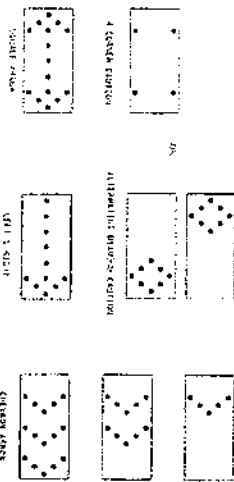
FLASHING ARROW BOARDS

Table 1. Effect of <i>U. uretica</i> on the growth of <i>S. aureus</i>		
Strain	Incubation time (h)	Optical density (OD ₆₀₀)
1	0	0.00
2	2	0.05
3	4	0.10
4	6	0.15
5	8	0.20
6	10	0.25
7	12	0.30
8	14	0.35
9	16	0.40
10	18	0.45
11	20	0.50
12	22	0.55
13	24	0.60
14	26	0.65
15	28	0.70
16	30	0.75
17	32	0.80
18	34	0.85
19	36	0.90
20	38	0.95
21	40	1.00
22	42	1.05
23	44	1.10
24	46	1.15
25	48	1.20
26	50	1.25
27	52	1.30
28	54	1.35
29	56	1.40
30	58	1.45
31	60	1.50
32	62	1.55
33	64	1.60
34	66	1.65
35	68	1.70
36	70	1.75
37	72	1.80
38	74	1.85
39	76	1.90
40	78	1.95
41	80	2.00
42	82	2.05
43	84	2.10
44	86	2.15
45	88	2.20
46	90	2.25
47	92	2.30
48	94	2.35
49	96	2.40
50	98	2.45
51	100	2.50
52	102	2.55
53	104	2.60
54	106	2.65
55	108	2.70
56	110	2.75
57	112	2.80
58	114	2.85
59	116	2.90
60	118	2.95
61	120	3.00
62	122	3.05
63	124	3.10
64	126	3.15
65	128	3.20
66	130	3.25
67	132	3.30
68	134	3.35
69	136	3.40
70	138	3.45
71	140	3.50
72	142	3.55
73	144	3.60
74	146	3.65
75	148	3.70
76	150	3.75
77	152	3.80
78	154	3.85
79	156	3.90
80	158	3.95
81	160	4.00
82	162	4.05
83	164	4.10
84	166	4.15
85	168	4.20
86	170	4.25
87	172	4.30
88	174	4.35
89	176	4.40
90	178	4.45
91	180	4.50
92	182	4.55
93	184	4.60
94	186	4.65
95	188	4.70
96	190	4.75
97	192	4.80
98	194	4.85
99	196	4.90
100	198	4.95
101	200	5.00
102	202	5.05
103	204	5.10
104	206	5.15
105	208	5.20
106	210	5.25
107	212	5.30
108	214	5.35
109	216	5.40
110	218	5.45
111	220	5.50
112	222	5.55
113	224	5.60
114	226	5.65
115	228	5.70
116	230	5.75
117	232	5.80
118	234	5.85
119	236	5.90
120	238	5.95
121	240	6.00
122	242	6.05
123	244	6.10
124	246	6.15
125	248	6.20
126	250	6.25
127	252	6.30
128	254	6.35
129	256	6.40
130	258	6.45
131	260	6.50
132	262	6.55
133	264	6.60
134	266	6.65
135	268	6.70
136	270	6.75
137	272	6.80
138	274	6.85
139	276	6.90
140	278	6.95
141	280	7.00
142	282	7.05
143	284	7.10
144	286	7.15
145	288	7.20
146	290	7.25
147	292	7.30
148	294	7.35
149	296	7.40
150	298	7.45
151	300	7.50
152	302	7.55
153	304	7.60
154	306	7.65
155	308	7.70
156	310	7.75
157	312	7.80
158	314	7.85
159	316	7.90
160	318	7.95
161	320	8.00
162	322	8.05
163	324	8.10
164	326	8.15
165	328	8.20
166	330	8.25
167	332	8.30
168	334	8.35
169	336	8.40
170	338	8.45
171	340	8.50
172	342	8.55
173	344	8.60
174	346	8.65
175	348	8.70
176	350	8.75
177	352	8.80
178	354	8.85
179	356	8.90
180	358	8.95
181	360	9.00
182	362	9.05
183	364	9.10
184	366	9.15
185	368	9.20
186	370	9.25
187	372	9.30
188	374	9.35
189	376	9.40
190	378	9.45
191	380	9.50
192	382	9.55
193	384	9.60
194	386	9.65
195	388	9.70
196	390	9.75
197	392	9.80
198	394	9.85
199	396	9.90
200	398	9.95
201	400	10.00

ATTENTION
FURNISHING RECORDS
-NOT TO BE REPRODUCED
WITHOUT WRITING OFFICE

[illegible]

- [illegible]



- [illegible]

Revised: November 2018

[illegible]

BARRELCADE AND CONSTRUCTION
ARROW PANEL, REFLECTORS,
WARNING LIGHTS & ATTENUATORS

[illegible]

CRISPR-ASSAY SCHEDULES

- ## ACADEMIC RESUME

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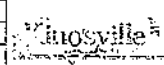
Positioning drugs



BC(8) - 14

4-11-80	WATERGATE 2572	4-11-80	1-13
4-11-80	4-11-80	4-11-80	4-11-80

Drawn by: I. RAJAREZ
 Date: 07/29/2019
 Checked by: R. MORA
 Job:



CITY OF KINGSVILLE
 ENGINEERING DEPARTMENT
 400 West King
 Kingsville, Texas 78642
 Phone: 361.593.3000
 Fax: 361.593.3005

BC (9) - 1 A

Channel Width (ft)	Channel Depth (ft)	Channel Slope (ft/ft)	Channel Material
10	1.0	1:1	Concrete
12	1.2	1:1	Concrete
14	1.4	1:1	Concrete
16	1.6	1:1	Concrete
18	1.8	1:1	Concrete
20	2.0	1:1	Concrete
22	2.2	1:1	Concrete
24	2.4	1:1	Concrete
26	2.6	1:1	Concrete
28	2.8	1:1	Concrete
30	3.0	1:1	Concrete

RECOMMENDED CHANNELING DEVICES
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10	1.0	1:1	Concrete
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18	1.8	1:1	Concrete
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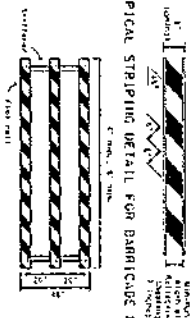
RECOMMENDED CHANNELING DEVICES

91.57%
F 10.2%

1. Bureau of Women Employment Bureau, Bureau for Office Control of Bureau of Labor Statistics
The following are the names of the Bureau of Labor Statistics:

- [illegible]

1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 26



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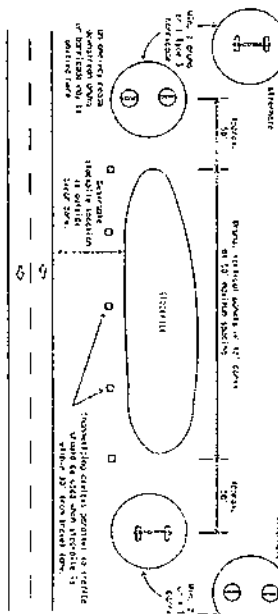
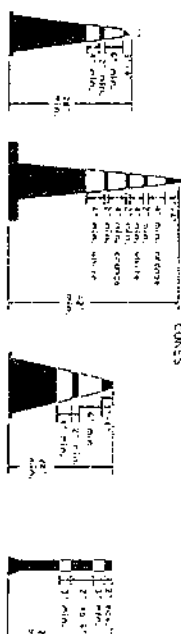
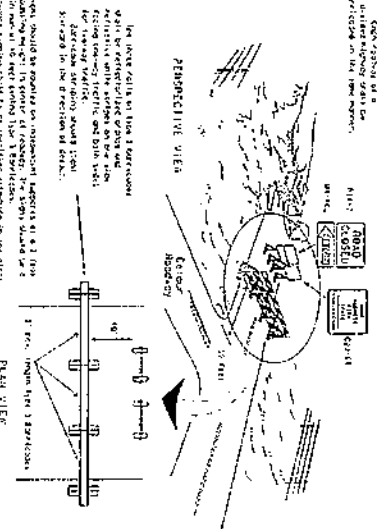
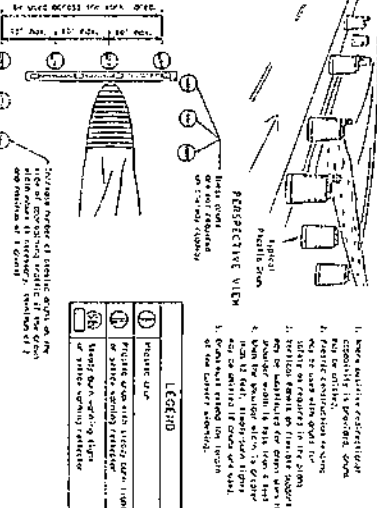
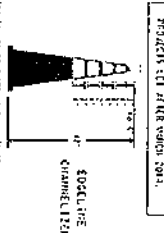
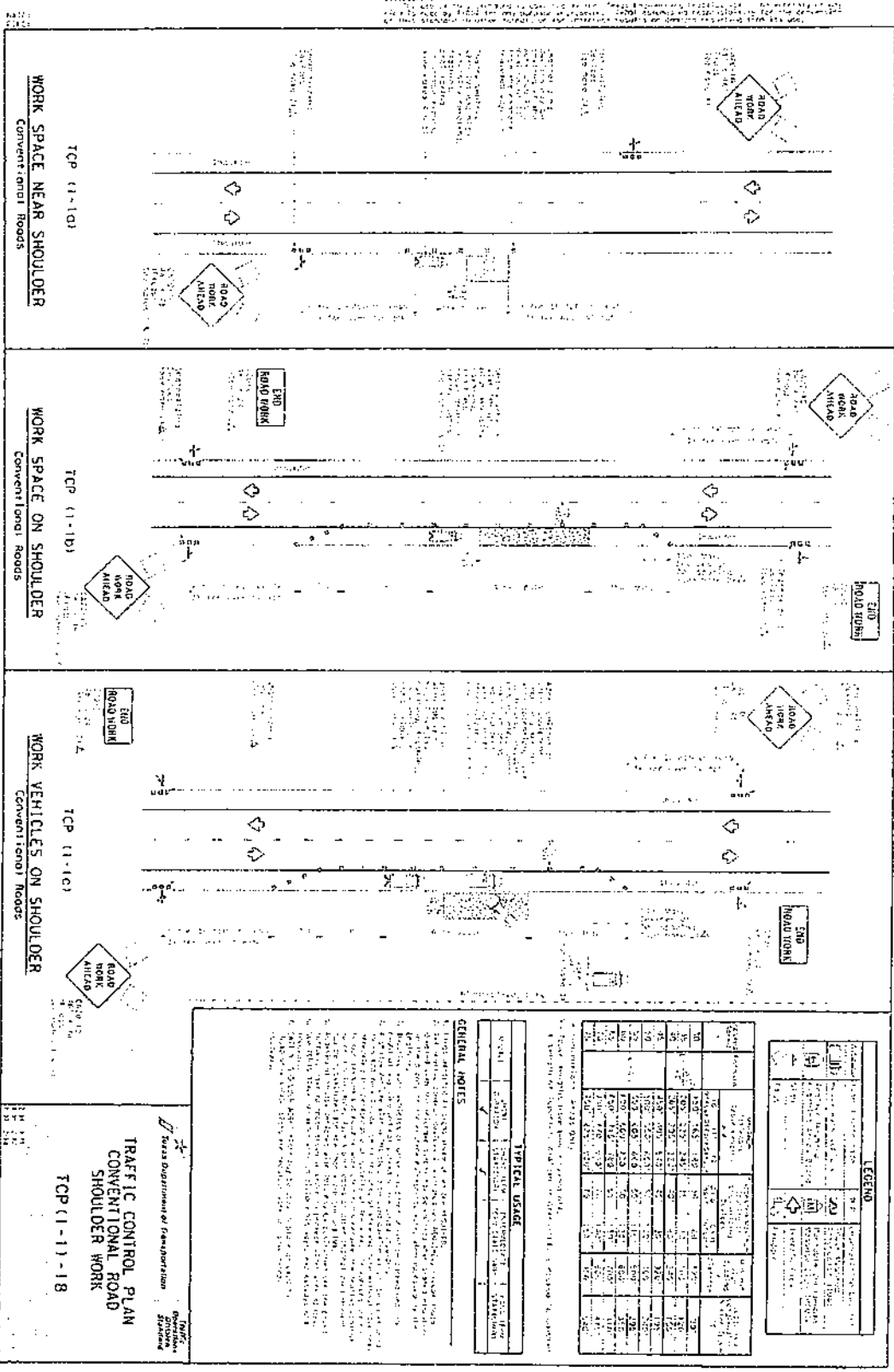


Figure 1 is a line graph showing the percentage of respondents who believe that the use of force is justified in various circumstances. The x-axis represents the percentage of respondents who believe that the use of force is justified in the circumstance, ranging from 0 to 100. The y-axis represents the percentage of respondents who believe that the use of force is justified in the circumstance, ranging from 0 to 100. The graph shows a positive correlation between the two variables, with a regression line and a shaded confidence interval.

[illegible]

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[illegible]



DISCLAIMER: This plan is a standard as covered by the Texas Engineering Practice Act. No warranty of any kind is made by T&B for any purpose whatsoever. T&B assumes no responsibility for the completion of this standard to other forms or for incorrect results or damages resulting from its use.

DATE: 07/29/2019
FILE: 25

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADI - See note 7)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

(See note 1)

GENERAL NOTES

1. From existing to new, all signs shall be replaced.
2. All traffic control devices shall be installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the Texas Department of Transportation (TxDOT) Standard Specifications for Roadway Construction and Maintenance.
3. The T&B shall be responsible for the design and installation of the traffic control devices.
4. The T&B shall be responsible for the design and installation of the flaggers.
5. The T&B shall be responsible for the design and installation of the flaggers.
6. The T&B shall be responsible for the design and installation of the flaggers.
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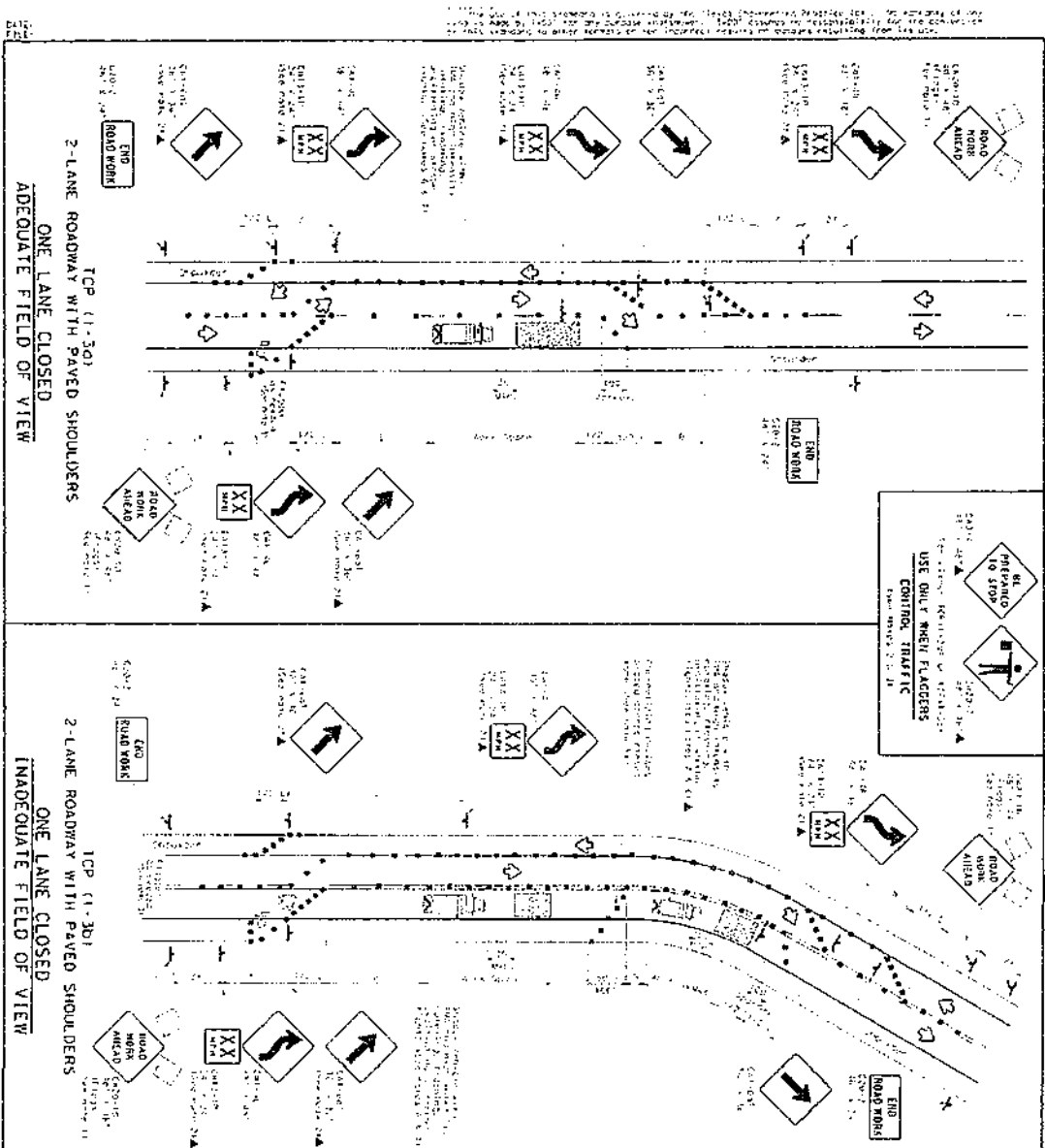
DATE	FILE
07/29/2019	25

2019 - JANUARY 2020
US 77 OVERPASS UTILITIES RELOCATION
TCP - ONE-LANE TWO-WAY TRAFFIC CONTROL

Drawn by: J. RAMIREZ
Date: 07/29/2019
Checked by: R. MORA
Job:

CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
400 West King
Kingsville, Texas 78363
Office 361.595.8007
Fax 361.595.8005

25

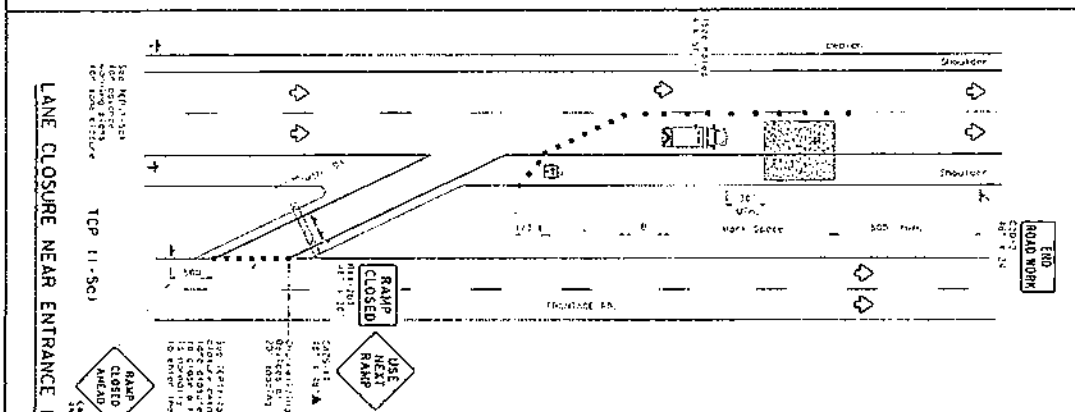
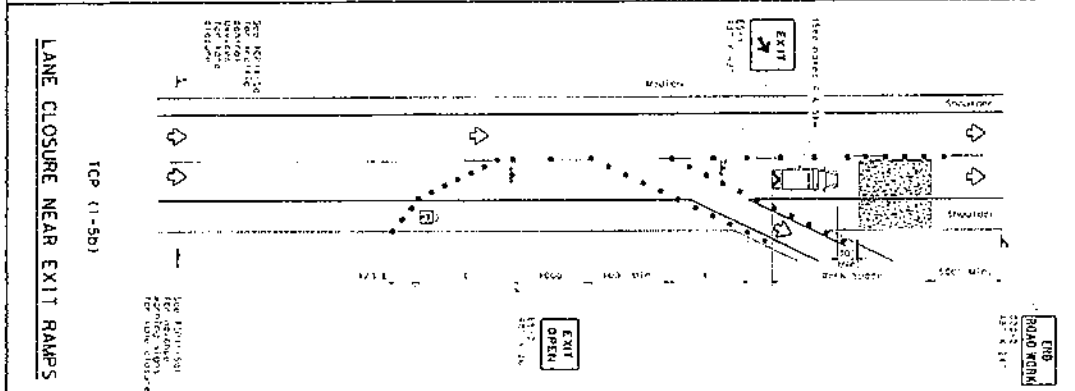
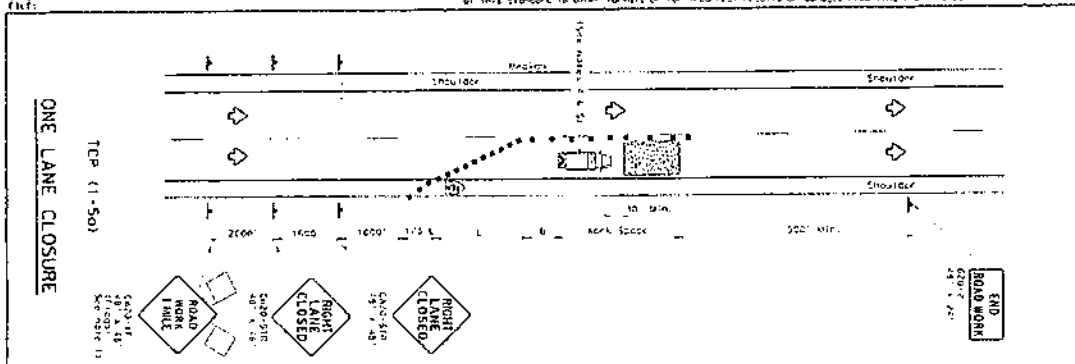


LEGEND	
	One Lane Closed
	Traffic Control
	Road Work Ahead
	One Lane Closed
	Traffic Control
	Road Work Ahead

GENERAL NOTES	
1.	TRAFFIC CONTROL PLAN (TCP) SHALL BE SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
2.	TRAFFIC CONTROL PLAN (TCP) SHALL BE SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
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10.	TRAFFIC CONTROL PLAN (TCP) SHALL BE SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

TYPICAL USAGE	
1.	TRAFFIC CONTROL PLAN (TCP) SHALL BE SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
2.	TRAFFIC CONTROL PLAN (TCP) SHALL BE SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
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DISCLAIMER:
The use of this standard is governed by the Texas Engineering Practice Act. The user of this standard assumes full responsibility for the selection of this standard to other parties for the results or damages resulting from its use.



TRAFFIC CONTROL PLAN
LANE CLOSURES FOR
DIVIDED HIGHWAYS

TCP (1-5)-18

LEGEND

Symbol	Description
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[Symbol]	Use 2 Direction
[Symbol]	Use 3 Direction
[Symbol]	Use 4 Direction
[Symbol]	Use 5 Direction
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Attachment "B"

Accounting Method

☒ **Actual Cost Method of Accounting**

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

☐ **Lump Sum Method of Accounting**

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

Initial Date
TxDOT

Initial Date
Utility

Attachment "C" Schedule of Work

Estimated Start Date: March 2, 2020, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days): 183

Estimated Completion Date: August 31, 2020

Initial Date
TxDOT

Initial Date
Utility

Attachment “D” Statement Covering Contract Work

(ROW-U-48)
(ROW-U-48-1, if applicable)

Initial Date
TxDOT

Initial Date
Utility



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)

Form ROW-U-48
(Rev. 3/19)
Page 1 of 1

U-Number: U-15972

ROW CSJ Number: 0102-04-100 District: Corpus Christi
County: Kleberg Highway No.: US 77
Federal Project No.: NH2017 (098)

I, Sam r. Fugate, a duly authorized and qualified representative of
City of Kingsville, hereinafter referred to as **Owner**, am fully cognizant of the
facts and make the following statements in respect to work which will or may be done on a contract basis as it appears in the
estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped
to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- ☒ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest
qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be
performed. Associated bid tabulations will be provided to the **State**.
- ☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified
contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity
with the requirements and specifications for the work to be performed. Associated bid tabulations will be provided to
the **State**. Such presently known contractors are listed below:
1.
- ☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed
for **Owner** and under which the lowest available costs are developed. The existing continuing contract will be made
available to the **State** for review at a location mutually acceptable to the **Owner** and the **State**. If only part of the
contract work is to be done under an existing contract, give detailed information by attachment hereto.
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal
is attached to the estimate in order to obtain the concurrence of the **State**, and the Federal Highway Administration
Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as
approval of such proposal).
- ☐ E. The utility plans and specifications, with the consent of the **State**, will be included in the construction contract
awarded by the **State**. In the best interest of both the **State** and the **Owner**, the **Owner** requests the **State** to include
the plans and specifications for this work in the general contract for construction of Highway _____
in this area, so that the work can be coordinated with the other construction operations; and the construction
contract is to be awarded by the **State** to the lowest qualified bidder who submits a proposal in conformity with the
requirements and specifications for the work to be performed. If this option is chosen, attach form ROW-U-48-1, the
terms of which are incorporated herein by reference.

Signature

Mayor

Title

Date

Attachment “E”
Utility Joint Use Acknowledgment – (ROW-U-JUAA)
and/or Utility Installation Request – (Form 1082)

☐ Utility Joint Use Acknowledgment (ROW-U-JUAA)

☒ Utility Installation Review/Permit Number: TBD

Initial Date
TxDOT

Initial Date
Utility

Attachment "F" Eligibility Ratio

Eligibility Ratio established: 43.88 %

- ☒ Non-interstate Highway (Calculation attached)
- ☐ Interstate Highway

Initial Date
TxDOT

Initial Date
Utility

COMPOSITE ELIGIBILITY RATIO CALCULATION

FACILITY TO BE ADJUSTED	COST OF ADJUSTMENT	INDIVIDUAL ELIGIBILITY RATIO	W, X, Y & Z FACTORS
12" Wastewater Main(Eastside) - Line A	\$ 93,069.11	16.91%	\$ 15,737.99
8" Wastewater Forcemain (Westside) - Line B	\$ 69,638.80	0%	\$ -
12" Waterline (Westside) - Line C	\$ 257,383.67	87.52%	\$ 225,262.19
6" Wastewater Forcemain (Westside) - Line D	\$ 192,742.15	14.47%	\$ 27,889.79

W+X+Y+Z

\$ 268,889.96

Line A + Line B + Line C + Line D

\$ 612,833.73

COMPOSITE ELIGIBILITY RATIO

43.88%

Attachment "G"

Betterment Calculation and Estimate

- ☐ Elective Betterment Ratio established: N/A %
(Calculation attached)
- ☐ Forced Betterment
(Provide supporting documentation)
- ☒ Not Applicable

Initial Date
TxDOT

Initial Date
Utility

Attachment "H"

Proof of Property Interest

☒ Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

☐ Property interest documented through applicable affidavits and required attachments.

☐ ROW-U-1A and

☐ ROW-U-1B

Or

☐ ROW-U-1C

☐ The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

Initial Date
TxDOT

Initial Date
Utility

(1)

VOL 443 PAGE 18

CITY OF KINGSVILLE

Project 83-30

EASEMENT AGREEMENT

THE STATE OF TEXAS
COUNTY OF KLEBERG

I
I
I

KNOW ALL MEN BY THESE PRESENTS:

THAT W. E. Cumberland and wife, Irene Mary Cumberland

of the County of Kleberg, State of Texas (hereinafter referred to as the "Grantor"), for and in consideration of the sum of five thousand, five hundred eighty-eight and 80/100 Dollars (\$ 5,588.80) to (me) (us) (bb) in hand paid by THE CITY OF KINGSVILLE (hereinafter referred to as the "Grantee"), a home rule, municipal corporation and body politic existing by virtue of the laws of the State of Texas, whose address is P. O. Box 1458, Kingsville, Kleberg County, Texas, the receipt and sufficiency of which is hereby acknowledged, has granted and conveyed and by these presents does grant and convey unto the Grantee, its successors, assigns and legal representatives the unlimited, free and uninterrupted use, liberty, privilege, right-of-way and easement for the purpose of laying, constructing, inspecting, maintaining, altering, operating, replacing and removing a pipeline or line with necessary fittings, appliances and other appurtenances incidental thereto, for the transportation of raw and treated water and sewage, for municipal, domestic, agricultural, industrial or any other useful purposes, which right-of-way and easement shall be of a width of Twenty feet (20') in, on, upon, over, along, across, under and through a certain tract of land situated in Kleberg County, Texas, and being described as follows:

All of that certain parcel or tract of land being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes;

Together with a temporary construction easement located alongside of and adjacent to the above described right-of-way and easement to be used for working room, stockpiling and storage of materials and equipment, constructing, assembling and stringing of pipe, and operating construction machinery equipment in constructing a pipeline for

vol 443 page 19

the transportation of water. Said temporary construction easement shall be terminated upon the final completion of all construction of said water pipeline, and upon said completion, the Grantee agrees to provide a letter of release of the temporary construction easement, if requested by the Grantor.

A description of the temporary construction easement is shown on Exhibit "B" and made a part hereof for all purposes.

There is included in this grant and conveyance the right of the Grantee, from time to time, to lay, construct, inspect, maintain, alter, operate, replace and remove additional pipelines or lines for the purposes herein set forth, provided, however, such additional pipelines or lines shall be subject to the same rights, privileges and conditions as herein provided.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including but without limiting the same to, the free and full right of ingress or egress on, over, across, to and from said right-of-way and easement, the right from time to time to remove all obstructions that may injure, endanger or interfere with the maintaining, servicing, repairing, constructing, removing and inspecting any pipeline or line and the granting of use of said right-of-way, as may be required, to franchisees of Grantee.

The Grantee accepts this grant and conveyance with the understanding that the Grantor, (his) (her) (their) (its) heirs, legal representatives, successors and assigns, after completion of the construction as above mentioned, shall not be restricted with respect to the use of the surface of the above described property, provided, However, that no building, permanent structure (which term shall not include railroad tracks, road surfacing, culverts, gutters, parking lots and sidewalks), land fill or dumpsite may be created thereon by the Grantor, (his) (her) (their) (its) heirs, legal representatives, successors and assigns.

All ditching shall be double ditched and all surfaces returned to present condition.

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To have and to hold said right-of-way and easement, unto the said Grantee, its successors, assigns and legal representatives, so long as the rights, privileges and easements herein granted and conveyed, or any of them shall be used by, or be useful to the Grantee, its successors, assigns and legal representatives for the purposes herein granted; and the Grantor hereby bind(s) (himself) (herself) (themselves) (itself), (his) (her) (their) (its) heirs, legal representatives, successors and assigns to warrant and forever defend all and singular said right-of-way and easement unto the said Grantee, its successors, assigns and legal representatives against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this Easement Agreement is executed on this 25th day of October, 1983, at Kingsville, Texas.

W. E. Cumberland

Irene Mary Cumberland
Irene Mary Cumberland

Accepted by the City of Kingsville, a home-rule, municipal corporation and body politic existing by and under the laws of the State of Texas, this 31st day of October, 1983, pursuant to motion duly made, seconded and adopted by the City Commission of the City of Kingsville.

THE CITY OF KINGSVILLE

BY: Henry Blair Miller
Mayor

ATTEST:

Robert C. Miller
City Secretary

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STATE OF TEXAS
COUNTY OF KLEBERG

FOR : CITY OF KINGSVILLE
20' UTILITY BASEMENT

Exhibit "A"

FIELD NOTES for a 20' Utility Easement being out of Lots 11 and 14, Section 22, of the Kleberg Town and Improvement Company Sub-division, a map of which is recorded in Volume 1, Page 34 of the Map Records of Kleberg County, Texas and said 20' utility easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the North line of a 60' unopened road (Escondido Road) for the S.E. corner of Lot 13, and the S.W. corner of Lot 14, Section 22 of said Kleberg Town and Improvement Company Subdivision and for the S.W. corner of this 20' utility easement;

THENCE North 0°57' West along a common line between Lots 13 and 14, and 11 and 12, a distance of 2305.48 feet more or less to a point in the East right-of-way line of U. S. 77 for a corner of this 20 foot utility easement;

THENCE North 27° 44' East, with the East right of way line of U. S. 77, a distance of 41.67 feet to a point in said right-of-way for a corner of said 20 foot utility easement;

THENCE South 0°57' East parallel to and 20 feet East from the West line of Lots 11 and 14, a distance 2,342.04 feet more or less to a point in the North line of said Escondido Road and the South line of said Lot 14, Section 22, for the Southeast corner of said 20 foot utility easement;

THENCE South 89°03' West along the North line of said Escondido Road, and the South line of said Lot 14, a distance of 20' to the PLACE OF BEGINNING and containing 1.3425 acres of land.

Easement 2

VOL. 458 PAGE 98

STATE OF TEXAS
COUNTY OF KLEBERG

FOR: City of Kingsville
A 20' Utility Easement
(0.4946 Acres)

PARCEL PA-2-P

FIELD NOTES for a 20' Utility Easement here designated Parcel PA-2-P and being out of Farm Lot 1, Block 33, of the KLEBERG TOWN AND IMPROVEMENT CO. SUBDIVISION as recorded in Vol. 1, Pg. 34 of the Map Records of Kleberg County, Texas, also being out of a 50.95 acre tract known as Tract 9 and allotted to Kenneth A. Huff in a Partition Decd dated February 28, 1973 and recorded in Vol. 272, Pg. 164 et seq of the Deed Records of Kleberg County, Texas and said 20' Utility Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the West R.O.W. line of U. S. Highway 77 Bypass at the intersection of the South R.O.W. of a 60' Unopened County Road for the N.E. corner of Farm Lot 1, Block 33 and for the N.E. corner of this 20' Utility Easement;

THENCE, S-00°-41'-33"-E, along the West line of U. S. Highway 77 Bypass, a distance of 45.73' to a point of curvature of this 20' Utility Easement;

THENCE, along the West line of U. S. Highway 77 Bypass along a curve to the right having a Delta Angle of 16°-06'-40", Radius of 3668.09', Tangent of 519.15', for an arc distance of 1031.44' to a point for the S.W. corner of said 50.95 acre tract and for the S.E. corner of this 20' Utility Easement;

THENCE, S-89°-19'-00"-W, along the South line of said 50.95' acre tract, a distance of 20.82' to a point for the S.W. corner of this 20' Utility Easement;

THENCE, in a Northeasterly direction parallel to and 20' West of the West line of U. S. Highway 77 Bypass along a curve to the left having a Delta Angle of 16°-12'-07", Radius of 3648.09', Tangent of 519.26', for an arc distance of 1031.59' to a point of Tangency of this 20' Utility Easement;

THENCE, N-00°-41'-33"-W, parallel to and 20' West of the West line of U. S. Highway 77 Bypass, a distance of 45.73' to a point in the South R.O.W. line of said 60' Unopened County Road and the North line of Farm Lot 1, Block 33 for the N.W. corner of this 20' Utility Easement;

THENCE, N-89°-19'-00"-E, along the South line of said 60' Unopened County Road and the North line of Farm Lot 1, Block 33, a distance of 20.00' to the PLACE OF BEGINNING and containing 0.4946 acre of land.

I do hereby certify that these field notes represent a survey made upon the ground under my direction and are true and correct to the best of my knowledge.

Date: July 23, 1984

Signed: Patrick W. Coym

Registered Public Surveyor
COYM & REHMET ENGINEERING CO., INC.



EXHIBIT "A"

Easement 2

VOL 459 PAGE 99

STATE OF TEXAS
COUNTY OF KLEBERG

FOR: City of Kingsville
A 60' Construction Easement
(1.4842 Acres)

PARCEL PA-2-C

FIELD NOTES for a 60' Construction Easement here designated Parcel PA-2-C and being out of Farm Lot 1, Block 33, of the KLEBERG TOWN AND IMPROVEMENT CO. SUBDIVISION as recorded in Vol. 1, Pg. 34 of the Map Records of Kleberg County, Texas and also being out of a 50.95 acre tract known as Tract 9 and allotted to Kenneth A. Huff in a Partition Deed dated February 28, 1973 and recorded in Vol. 272, Pg. 164 et seq of the Deed Records of Kleberg County, Texas and said 60' Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South line of a 60' Unopened County Road, the North line of Farm Lot 1, Block 33 for the N.W. corner of a 20' Utility Easement designated as Parcel PA-2-P for the N.E. corner of this 60' Construction Easement and from whence the N.E. corner of Farm Lot 1, Block 33 in the West R.O.W. line of U. S. Highway 77 Bypass bears N-89°-19'-00"-E, 20.00';

THENCE, S-00°-41'-33"-E, along the West line of said 20' Utility Easement, a distance of 45.73' to a point of curvature of this 60' Construction Easement;

THENCE, along the West line of said 20' Utility Easement along a curve to the right having a Delta Angle of 16°-12'-07", Radius of 3648.09', Tangent of 519.26', for an arc distance of 1031.59' to a point for the S.W. corner of said 20' Utility Easement and the S.E. corner of this 60' Construction Easement;

THENCE, S-89°-19'-00"-W, a distance of 62.52' to a point for the S.W. corner of this 60' Construction Easement;

THENCE, parallel to and 60' West of the West line of said 20' Utility Easement along a curve to the left having a Delta Angle of 16°-28'-49", Radius of 3588.09', Tangent of 519.62', for an arc distance of 1032.06' to a point of Tangency of this 60' Construction Easement;

THENCE, N-00°-41'-33"-W, parallel to and 60' West of the West line of said 20' Utility Easement, a distance of 45.73' to a point in the South R.O.W. line of a 60' Unopened County Road and the North line of Farm Lot 1, Block 33 for the N.W. corner of this 60' Construction Easement;

THENCE, N-89°-19'-00"-E, along the South line of a 60' Unopened County Road, a distance of 60.00' to the PLACE OF BEGINNING and containing 1.4842 acres of land.

I do hereby certify that these field notes represent a survey made upon the ground under my direction and are true and correct to the best of my knowledge.

Date: July 23, 1984

Signed: Patrick W. Coym

Registered Public Surveyor
COYM & REHMET ENGINEERING CO., INC.



EXHIBIT "B"

VOL 459 PAGE 100

EXHIBIT "C"

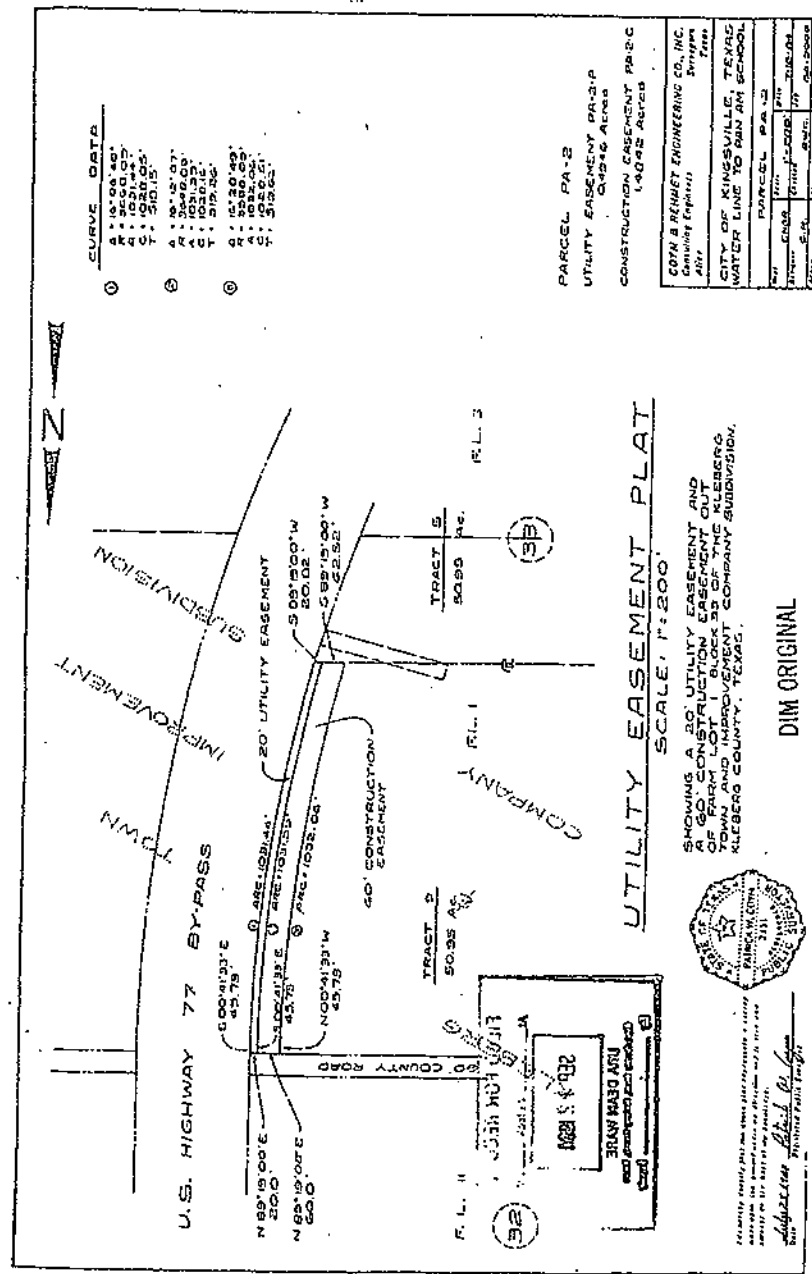
The consideration for the above easement shall be as follows:

The CITY OF KINGSVILLE hereby agrees to place an 8" tap at the Northeast corner of said tract and to allow the said KENNETH HUFF the privilege of tapping on and purchasing water to serve lands owned by him, his brother, LEONARD HUFF, and his sister, DOROTHY HAFLEY, at the normal and customary rates for residents of the CITY OF KINGSVILLE.

This privilege shall extend to the said KENNETH HUFF, his heirs and assigns forever.

Easement 2

VBL 459 PAGE 101



VOL 459 PAGE 106

STATE OF TEXAS

FOR: City of Kingsville

COUNTY OF KLEBERG

A 20' Utility Easement
(1.1347 Acres)

PARCEL PA-3-P

FIELD NOTES for a 20' Utility Easement here designated Parcel PA-3-P and being out of Farm Lots 1 and 3, Block 33, of the KLEBERG TOWN AND IMPROVEMENT CO. SUBDIVISION as recorded in Vol. 1, Pg. 34 of the Map Records of Kleberg County, Texas and also being out of a 50.95 acre tract known as Tract 5 allotted to Leonard L. Huff Jr. in a Partition Deed dated February 28, 1973 and recorded in Vol. 272, Pg. 164 et seq of the Deed Records of Kleberg County, Texas said 20' Utility Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the West R.O.W. line of a U. S. Highway 77 Bypass for the N.E. corner of said 50.95 acre tract known as Tract 5, S.E. corner of a 20' Utility Easement known as Parcel PA-2-P and for the N.E. corner of this 20' Utility Easement;

THENCE, along the West R.O.W. line of U.S. Highway 77 Bypass along a curve to the right having a Delta Angle of $6^{\circ}-34'-53''$, Radius of 3668.09', Tangent of 210.91', for an arc distance of 421.35' to a point of Tangency of this 20' Utility Easement;

THENCE, S-22°-00'-00"-W, along the West R.O.W. line of U. S. Highway 77 Bypass, a distance of 1406.55' to a point of intersection of the West R.O.W. line of U. S. Highway 77 Bypass in the North R.O.W. line of a 60' County Road for the S.E. corner of this 20' Utility Easement;

THENCE, S-89°-19'-00"-W, along the North R.O.W. line of said 60' County Road and the South line of Farm Lot 3, Block 33, a distance of 648.20' to a point in the West R.O.W. line of State Loop 428 for the S.W. corner of this 20' Utility Easement;

THENCE, N-52°-07'-22"-W, along the East R.O.W. line of State Loop 428, a distance of 32.09' to a point for the most Southerly N.W. corner of this 20' Utility Easement;

THENCE, N-89°-19'-00"-E, parallel to and 20' North of the North R.O.W. line of a 60' County Road and the South line of Farm Lot 3, Block 33, a distance of 659.97' for an inner corner of this 20' Utility Easement;

THENCE, N-22°-00'-00"-E, parallel to and 20' West of the West line of U. S. Highway 77 Bypass, a distance of 1393.24' to a point of curvature of this 20' Utility Easement;

THENCE, along a curve to the left having a Delta Angle of $6^{\circ}-29'-27''$, Radius of 3648.09', Tangent of 206.86', for an arc distance of 413.27' to a point for the S.W. corner of said 20' Utility Easement known as Parcel PA-2-P and the N.W. corner of this 20' Utility Easement;

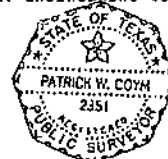
THENCE, N-89°-19'-00"-E, along the North line of said 50.95 acre tract, a distance of 20.82' to the PLACE OF BEGINNING and containing 1.1347 acres of land.

I do hereby certify that these field notes represent a survey made upon the ground under my direction and are true and correct to the best of my knowledge.

Date: July 23 1984Signed: Patrick W. Coym

Registered Public Surveyor
COYM & REHNET ENGINEERING CO., INC.

EXHIBIT "A"



Easement 3

VOL 459 PAGE 107

STATE OF TEXAS

FOR: City of Kingsville

COUNTY OF KLEBERG

A 60' Construction Easement
(3.3775 Acres)

PARCEL PA-3-C

FIELD NOTES for a 60' Construction Easement here designated Parcel PA 3-C and being out of Farm Lots 1 and 3, Block 33, of the KLEBERG TOW AND IMPROVEMENT CO. SUBDIVISION as recorded in Vol. 1, Pg. 34 of the Map Records of Kleberg County, Texas and also being out of a 50.9 acre tract known as Tract 5 allotted to Leonard L. Huff Jr. in Partition Deed dated February 28, 1973 and recorded in Vol. 272, Pg. 164 et seq of the Deed Records of Kleberg County, Texas and said 60' Construction Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point in the North line of said 50.95 acre tract (i.e. the N.W. corner of a 20' Utility Easement known as Parcel PA-3-P at the N.E. corner of this 60' Construction Easement and from whence to the N.E. corner of said 50.95 acre tract in the West R.O.W. line of U. S. Highway 77 Bypass bears N-89°-19'-00"-E, 20.82';

THENCE, along the West line of said 20' Utility Easement and along curve to the right having a Delta Angle of 6°-29'-27", Radius of 3648.09', Tangent of 206.86', for an arc distance of 413.27' to point of Tangency of this 60' Construction Easement;

THENCE, S-22°-00'-00"-W, parallel to and 20' West of the West R.O.W. line of U. S. Highway 77 Bypass and along the West line of said 2' Utility Easement, a distance of 1393.24' to a point for the S. corner of this 60' Construction Easement;

THENCE, S-89°-19'-00"-W, parallel to and 20' North of the North R.O.W. line of a 60' County Road and the South line of Farm Lot 3, Block 3 a distance of 659.97' to a point in the East R.O.W. line of State Lo 428 for the S.W. corner of this 60' Construction Easement;

THENCE, N-52°-07'-22"-W, along the East R.O.W. line of State Loop 42 a distance of 96.26' to a point for the most Southerly N.W. corner of this 60' Construction Easement;

THENCE, N-89°-19'-00"-E, parallel to and 80' North of the North R.O.W. line of a 60' County Road and the South line of Farm Lot 3, Block 1; a distance of 695.28' to a point for an inner corner of this 60' Construction Easement;

THENCE, N-22°-00'-00"-E, parallel to and 80' West of the West line of U. S. Highway 77 Bypass, a distance of 1353.28' to a point of curvature of this 60' Construction Easement;

THENCE, parallel to and 80' West of the West R.O.W. line of U. S. Highway 77 Bypass along a curve to the left having a Delta Angle 6°-12'-44", Radius of 3588.09', Tangent of 194.71', for an arc distance of 389.04' to a point for the N.W. corner of this 60' Construction Easement;

THENCE, N-89°-19'-00"-E, along the North line of said 50.95 acre tract a distance of 62.52' to the PLACE OF BEGINNING and containing 3.3 acres of land.

I do hereby certify that these field notes represent a survey made upon the ground under my direction and are true and correct to best of my knowledge.

Date: July 23 1984

Signed:

Patrick W. Coyne

Registered Public Surveyor
COYM & REHMET ENGINEERING CO., P.A.C.



EXHIBIT "B"

Easement 3

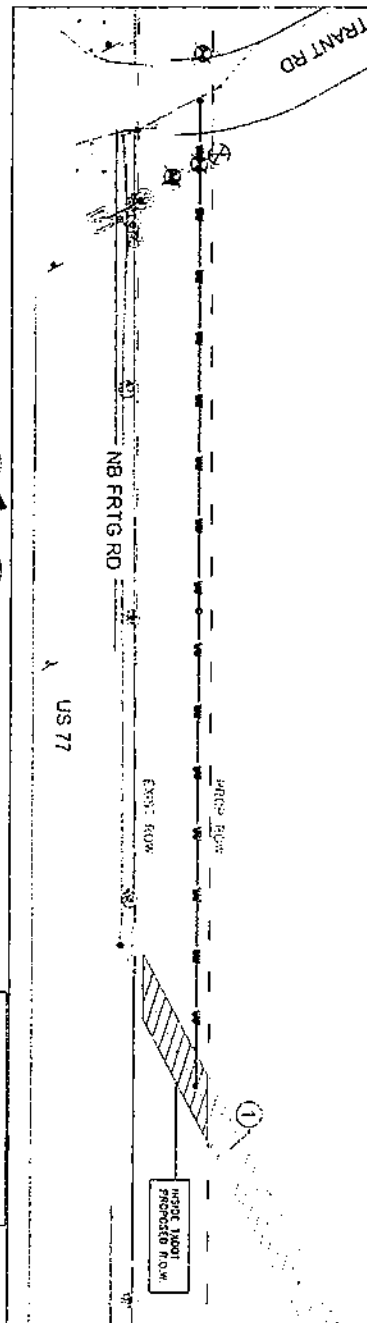
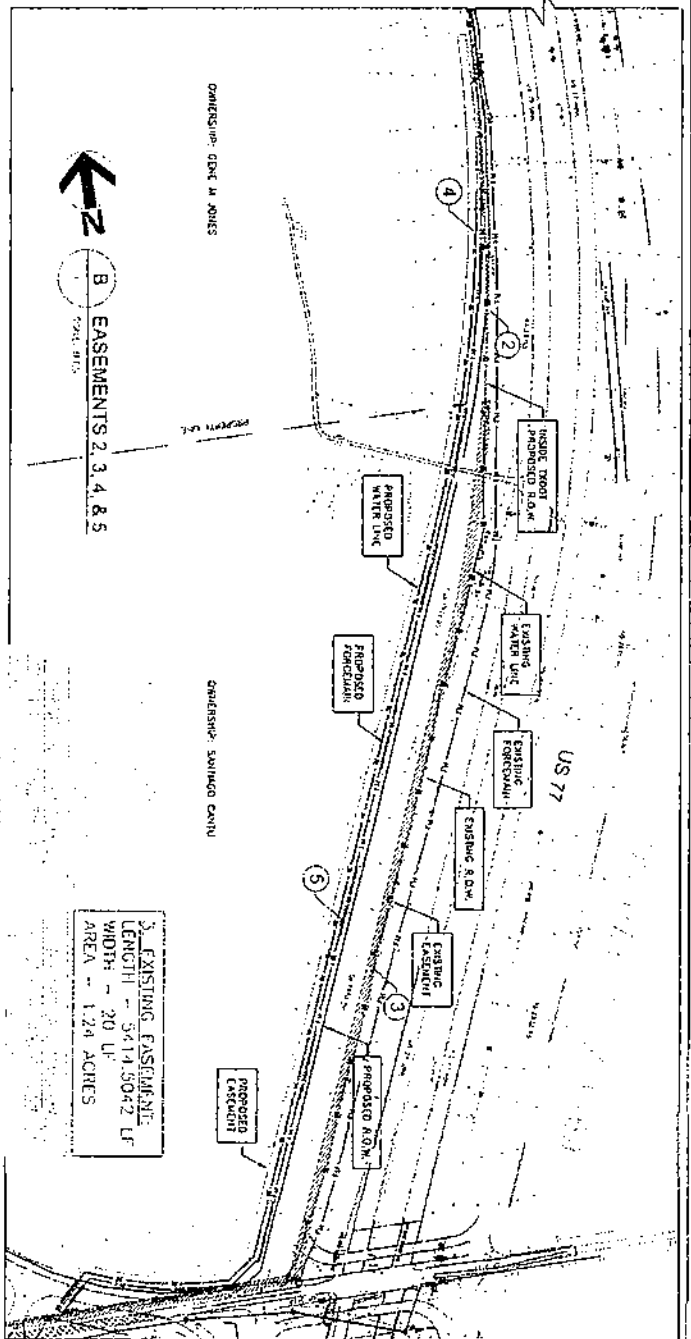
VOL 459 PAGE 108

EXHIBIT "C"

The consideration for the above easement shall be as follows:

The CITY OF KINGSVILLE hereby agrees to place an 8" tap at the Southeast corner of said tract and to allow the said LEONARD HUFF the privilege of tapping on and purchasing water to serve lands owned by him, his brother, KENNETH HUFF, and his sister, DOROTHY HAREFFY, at the normal and customary rates for the residents of the CITY OF KINGSVILLE.

This privilege shall extend to the said LEONARD HUFF, his heirs and assigns forever.



8 EASEMENT: TRANT RD. TO US 77

1. EXISTING EASEMENT:
LENGTH - 497.8746 LF
WIDTH - 20 LF
AREA - 0.11 ACRES

SHEET

UTILITY EASEMENT MAP
US 77 OVERPASS UTILITIES RELOCATION
EASEMENTS

Drawn by: J. RAMIREZ

Date: 12/19/2016

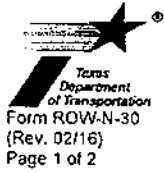
Checked by: R. MORA

Job:

CITY OF KINGSVILLE
ENGINEERING DEPARTMENT

Mr. W. E. King
 Kingsville Texas 78240
 Office 361-241-8007
 Ext. 100-6083

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO THE STATE OF TEXAS.

QUITCLAIM DEED

THE STATE OF TEXAS

§ ROW CSJ: 0102-04-100

§

COUNTY OF KLEBERG

§ **KNOW ALL MEN BY THESE PRESENTS:**

That, The City of Kingsville of the County of Kleberg, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Dollars (\$) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Kleberg, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the day of , .



Acknowledgement

State of Texas
County of Kleberg

This instrument was acknowledged before me on _____
by _____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of Kleberg

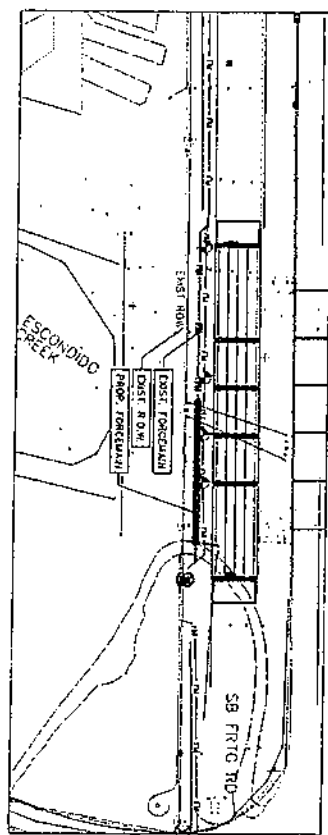
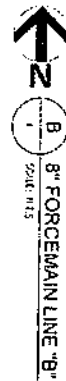
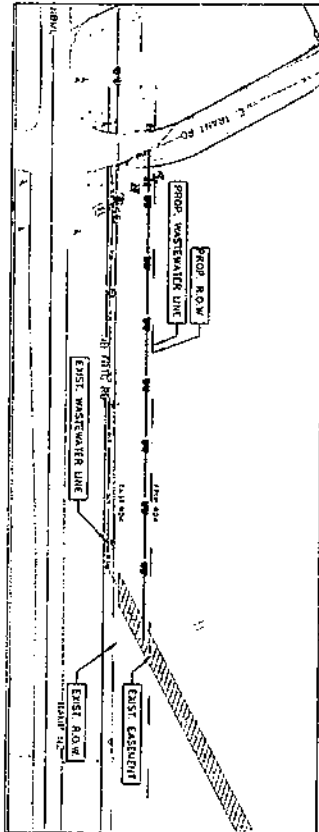
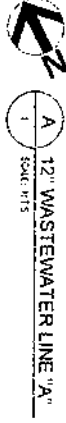
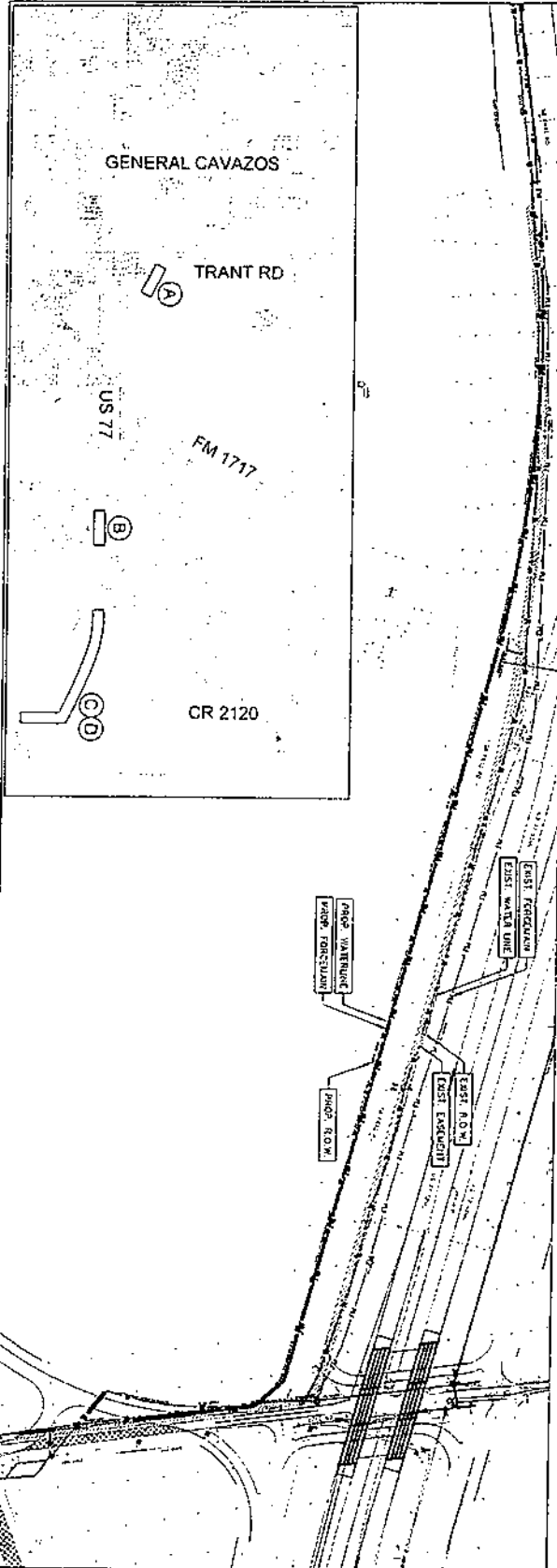
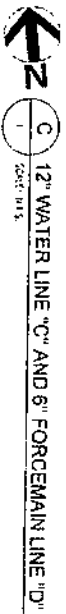
This instrument was acknowledged before me on _____ by

of _____, a _____
corporation, on behalf of said corporation.

Notary Public's Signature



EXISTING EASEMENT:
LENGTH - 7083.9374 LF
WIDTH - 20 LF
AREA - 1.63 ACRES



SHEET

US 77 OVERPASS UTILITIES RELOCATION

UTILITY RELOCATION MAP

Drawn by: V. MARQUEZ
Date: 01/09/2020
Checked by: R. MORRIS
Job:



CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
200 West King
Kingsville, Texas 78602
Office 361.595.8277
Fax 361.595.8035