

City of Kingsville, Texas

AGENDA CITY COMMISSION

**MONDAY, JUNE 8, 2015
REGULAR MEETING**

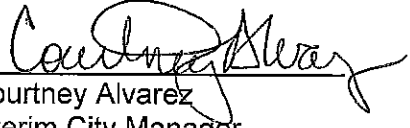
**HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS
CITY HALL/200 EAST KLEBERG AVENUE
6:00 P.M.**

I. Preliminary Proceedings.

OPEN MEETING

MINUTES OF PREVIOUS MEETING(S) – Required by Law
Regular Meeting –May 26, 2015

APPROVED BY:


Courtney Alvarez
Interim City Manager

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

1. Public Hearing regarding request for an alcohol variance for a Wine and Beer Retailer's Permit and Retail Dealer's On-Premise Late Hours License for the establishment known as Colors Bar located at 1206 N. 6th Street, Kingsville, Texas, Catherine Machuca, applicant. (Director of Planning & Development Services).

III. Reports from Commission & Staff.² (City Manager's Staff Report Attached).

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works- Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor. 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 2014-2015 General Fund budget for computers and equipment for the City Manager's Office. (Director of Finance).
2. Motion to approve final passage of an ordinance amending the fiscal year 2014-2015 General Fund budget to accept and expend donations made to the Kingsville Parks and Recreation Department. (Director of Finance).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider request for an alcohol variance for a Wine and Beer Retailer's Permit and Retail Dealer's On-Premise Late Hours License for the establishment known as Colors Bar located at 1206 N. 6th Street, Kingsville, Texas. (Director of Planning & Development Services).
4. Consider appeal of Historic Development Board decision regarding 306, 306 ½ and 308 E. Kenedy, Kingsville, TX. (Downtown Manager).
5. Consider approval of Historic Development Board decision regarding 609 E. King Avenue, Kingsville, TX. (Downtown Manager).
6. Consider a resolution authorizing the City Manager to enter into a Master Equipment Lease Agreement and related documents for mowing equipment for the golf course. (Director of Purchasing & Technology).
7. Consider a resolution authorizing the City Manager to enter into a Telecommunications Services Consulting Agreement with TeleResource, Inc. for an audit of the City's phone and internet services. (Purchasing/Technology Director).
8. Presentation on Richard Avenue street design project by engineering students. (Public Works Director/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.

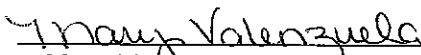
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizens comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

NOTICE

This City of Kingsville and Commission Chambers is 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 in the City Hall, 200 East Kleberg, 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:

June 5, 2015 at 10:00 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



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

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

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

MINUTES OF PREVIOUS MEETING(S)

MAY 26, 2015

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, MAY 26, 2015 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Courtney Alvarez, Interim City Manager/City Attorney
Mary Valenzuela, City Secretary
David Mason, Purchasing/IT Director
Tom Ginter, Director of Planning & Development Services
Emilio Garcia, Health Director
Diana Gonzales, Human Resources Director
Cynthia Martin, Downtown Manager
Susan Ivy, Parks & Recreation Manager
Charlie Cardenas, Public Works Director/Engineer
Melissa Perez, Risk Manager
Willie Vera, Task Force Commander
Ricardo Torres, Police Chief
Tony Verdin, Information Systems Technician
Deborah Balli, Finance Director
Robert Rodriguez, Library Director
Daniel Ramirez, Building Official
Joey Reed, Fire Chief
Jennifer Bernal, Community Appearance Supervisor

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate called the meeting to order in the Robert H. Alcorn Commission Chamber at 6:00 p.m. and announced quorum with all four Commission members present, Pecos being absent.

MINUTES OF PREVIOUS MEETING(S) – Required by Law

Regular Meeting –May 11, 2015

Mayor Fugate called for a motion to approve the minutes of May 11, 2015.

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

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

1. Public hearing regarding condemnation proceeding for structures located at 907 E. Ave. A, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:03 p.m.

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

Mr. Tom Ginter, Director of Planning & Development Services, reported that staff did not receive any phones regarding this address.

Mrs. Courtney Alvarez, Interim City Manager/City Attorney, asked that for the record, staff would need to describe some of the conditions that are noted under the Property Condition Report.

Mr. Ginter reported that this structure is an attractive nuisance to children, a harbor for vagrants, criminal and immoral people. It show evidence of roach, rat, mouse, or other vermin found within the property. This property also has an uncovered roof and graffiti. Building Official found the overall condition to be in a severe and hazardous state of disrepair. It is unsecured allowing for easy access for animals and/vagrants. This property has been without water service.

Mayor Fugate commented that the Building Official did a great job in documenting the conditions of this property.

Commissioner Garcia asked if this property is being occupied.

Mr. Ginter responded that staff believes that this property may be occupied.

Commissioner Pecos asked if this property was receiving any utility services.

Mr. Ginter responded that this property is receiving water services.

Mayor Fugate commented that he doesn't think this location has any power services, as pictures show that this property is out of code. Mayor Fugate asked how this property is receiving water services.

Mr. Daniel Ramirez, Building Official, reported that he believes that the owner of the property located in the back which is why this property still has water service. Water bill is being paid monthly. Ramirez further comments that nobody should be living in this property.

Mayor Fugate commented to staff that prior to demolishing this property, staff should knock on the door to make sure it is cleared out.

Commissioner Leubert asked if city staff had made contact with the property owner.

Mr. Ramirez responded that he has made contact with the property owner.

Commissioner Garcia asked if there is more than one water meter located at this property.

Mr. Ramirez responded that this property only has one water meter to which this property has been accessing water from.

Mayor Fugate commented that this property is one of those that need to come down as soon as possible as it is not safe.

Mayor Fugate closed this public hearing at 6:06 p.m.

2. Public hearing regarding condemnation proceeding for structures located at 614 W. Ragland, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:06 p.m.

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

Mr. Ginter reported that this property has had no water service since November, 2013 and owe back taxes as far back as 2009. Building Official found the overall condition of the structure to be in s severe and hazardous state. The roof towards the rear of the home cannot hold the dead weight it is meant to sustain. The exterior walls have deteriorated and allow the elements to enter the home which has caused some damages to the interior structure. The foundation of the structure is severely rotted and the possibility of collapsing is evident.

Commissioner Garcia commented that pictures show that there is a meter on this structure.

Mr. Ramirez commented that the meter has been removed. Picture that shows meter is one taken in 2013.

Mayor Fugate commented that pictures show that some plumbing work was started in the structure. Fugate asked when the last time the Building Official had visited this property.

Mr. Ramirez commented that it is his believe that the property owner had a grant with the government or the City that was furnishing free sewer lines from sewer tap to the house.

Mayor Fugate asked Mrs. Alvarez that for evidentiary purposes, this photographs are submitted for the record so that if anyone questions the Commission's decision making they can see what the Commission is seeing and why they made that decision.

Mrs. Alvarez responded yes, it is always good for members of the viewing audience that don't have the opportunity to see a lot of the photos of the derelict tones to see the substandard electrical work that is depicted in the pictures and the substandard plumbing.

Mayor Fugate commented that this structure has no roof or shingles and the siding on it has completely rotted out. All plumbing and electrical is exposed, with extension wires running into the house which is a big hazard. Fugate further stated that if citizens were to see these pictures, they would agree that this structure needs to be condemned.

Mayor Fugate closed this public hearing at 6:11 p.m.

3. Public hearing regarding condemnation proceeding for structures located at 315 E. Lee, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:11 p.m.

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

Mr. Ginter stated that he received a phone call today from the property owner Jose Gomez. Mr. Gomez is unable to make this meeting due to illness and is requesting additional time so he can attend the meeting to state his case.

Commissioner Pecos commented that the conditions of this house show that it is unrepairable.

Mayor Fugate asked Mr. Ramirez if these pictures were taken back in November, 2014, has staff revisited this property since then.

Mr. Ramirez commented that this no changes have been made to the structure.

Mrs. Alvarez commented that one photo shows clothing sipping through between the foundation and the exterior wall from the interior of the house.

Mayor Fugate commented that electrical is out of code and the exterior of the home is rotted.

Commissioner Leubert commented that the interior and exterior of the property is full of trash.

Mayor Fugate further commented that photos show that there are mattresses in the property to which vagrants may be staying in the house which calls for concern.

Mayor Fugate closed this public hearing at 6:14 p.m.

4. Public hearing regarding condemnation proceeding for structures located at 324 E. Ailsie, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:14 p.m.

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

Mr. Ginter reported that staff has not received any phone calls regarding this property. Building Official has found the overall condition to be in a severe and hazardous state of disrepair. Structure is unsecured allowing for easy access for animals and/vagrants. This property has had no water service since September, 2008. Taxes have not been paid since 2008.

Commissioner Pena asked if there was any reason why staff did not get any pictures of the inside of the structure.

Mr. Ramirez responded that at that time, he was unable to enter the property.

Commissioner Pecos asked if property owner made contact with city staff.

Mr. Ginter's response was no, not to his knowledge.

Mr. John Grief, KPD Police Officer, commented that he strongly recommends the city condemning this property. Mr. Grief stated that this starts off with a divorce. This was two acres that were divided into four tracts. Mr. Grief was awarded three out of the four. Part of the divorce decree was that she gets the house and Lot 218. Lots being talked about are 217, 218, 219, and 220. She was awarded 218 and the house. Grief was awarded 220, 219, and 217. Grief stated that he has sold Lot 217, to which a beautiful home was built that will bring in more tax income into the city. Grief stated that he is having a problem because part of the divorce decree was, if the house, garage, or fence sits on any of his property, he is not allowed to sell it or damage the property. Grief stated that he agreed with that. Grief stated that his ex-wife moved on with her life and left the house to which he tried to go the civil way and asked her to tear the house down due to it going downhill. Grief stated that he was not successful with his recommendation. Grief further stated that at this time, she owes around \$12,000 in back taxes. The house has been in his family for a very long time; however he and his family have all decided that condemning this property is the best thing to do.

Commissioner Leubert asked if the wife owns this property.

Mayor Fugate commented that the ex-wife owns the property.

Commissioner Leubert asked if staff will be dealing with her. Staff responded yes.

Mayor Fugate closed this public hearing at 6:19 p.m.

III. Reports from Commission & Staff.² (City Manager's Staff Report Attached).

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

Mrs. Alvarez announced that the next Commission meeting is scheduled for Monday, June 8th with agenda items for this meeting as well as staff reports is due on Friday, May 29th. Alvarez further announced that staff received a notification from Mr. Glen Jones of NAS Kingsville, organizing a commemoration of the 1942 Battle of Midway. This event will take place June 3rd at 10:00 a.m. onboard the U.S.S. Lexington in Corpus Christi. The public is free to attend this ceremony. Alvarez further announced that the next TML Region 11 Quarterly meeting is scheduled for Friday, June 5th in Corpus Christi. Mrs. Alvarez stated that there is notice that's gone out to employees and included in the staff report, that Entrust the City's health insurance third party administrator has is something called Enformed.com that will allow employees to login and access all claims filed.

IV. Public Comment on Agenda Items.³

There were no public comments made at this time.

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)

Mayor Fugate asked for a motion to approve the consent agenda item as presented.

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

1. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances by amending Section 9-3-53, providing for an increase in the impoundment, daily boarding and vaccination fees. (Director of Health).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. Consider condemnation of structures located at 907 E. Ave. A, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Pecos finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be corrected without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days, city shall abate in any manner it deems necessary and proper, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Pecos, Pena, Garcia, Leubert, Fugate voting "FOR".

3. Consider condemnation of structures located at 614 W. Ragland, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Pecos finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be corrected without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days, city shall abate in any manner it deems necessary and proper, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Pena, Garcia, Leubert, Pecos, Fugate voting "FOR".

4. Consider condemnation of structures located at 315 E. Lee, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Pecos finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be corrected without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days, city shall abate in any manner it deems necessary and proper, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Garcia, Leubert, Pecos, Pena, Fugate voting "FOR".

5. Consider condemnation of structures located at 324 E. Ailsie, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Pecos finding not able to repair building or structure is unsafe and present condition is a violation of ordinances and cannot be corrected without substantial reconstruction then declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days, city shall abate in any manner it deems necessary and proper, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Leubert, Pecos, Pena, Garcia, Fugate voting "FOR".

6. Consider potential cost sharing with Kleberg County for Library electrical repairs. (Director of Purchasing & Technology).

Mayor Fugate commented that this sounds to him as a mute issue.

Mrs. Alvarez stated that based on the update that she received about the County Commissioners' Court meeting that was held earlier today, it is best asked that the City Commission take no action on this item at this time.

No action taken.

7. Consider a resolution establishing Guidelines and Criteria for Economic Development Incentives within the City of Kingsville. (Director of Planning & Economic Development).

Mr. Ginter stated that these guidelines are good for two years. These guidelines expired January, 2015. Mr. Ginter further stated that he has no suggestions, additions, or corrections for these guidelines as he hasn't had the opportunity to implement them.

Mayor Fugate asked if this was what was done last time.

Mr. Ginter responded yes.

Mayor Fugate asked Mrs. Alvarez if she had the opportunity to look over these guidelines.

Mrs. Alvarez responded that she has looked them over and is the exact same language as previous.

Commissioner Leubert asked if these guidelines are still needed as plenty of development is occurring within the City. Leubert further asked if there is any way that a quarterly report be submitted from those entities that are granted these incentives.

Mayor Fugate stated that this only sets the guidelines and each project would need City Commission approval.

Mr. Ginter stated that these guidelines are in place, should a project come along in the future. Ginter further stated that some monitoring wording could be included in the guidelines, should the Commission decide to do so.

Commissioner Leubert asked Mrs. Alvarez if the Commission chooses to do so, could some monitoring wording be implemented into these guidelines.

Mrs. Alvarez's response was that it could go within the guidelines or tailor the agreement with each Economic Incentive Agreement on a case by case basis.

Mr. Ginter stated that if tailored towards the agreement, it could be tailored for that specific project.

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

8. Consider a resolution revising the City of Kingsville Investment Policy and Investment Strategies, designating the City Manager, Director of Finance, and City Accounting Manager as the authorized city representatives with full authority for investment purposes, and providing for disclosure of financial interest. (Director of Finance).

Mrs. Deborah Balli, Finance Director, reported that the current Investment Policy was sent to the Government Treasury's Organization of Texas (GTOT) certification program and was awarded a Certificate of Distinction for a two year period which will end on March 6,

2017. When the certification was sent back to the City, it had some recommended changes to the policy which is incorporated into the policy being presented at tonight's meeting.

Commissioner Pecos asked who the designated individuals for this Investment Policy were.

Mrs. Balli's response was that it lists the same individuals that are already on the Investment Committee.

Commissioner Garcia asked about the criteria changes and her comments on each one.

Mrs. Balli responded that one of the changes was not to be so particular in a specific investment but more as a broader category for those types of investments. The other change was authorize investment for repurchase agreements, it broaden the language and had more details as to what a purchase agreement was to help explain what those types of investments were. Other changes made were to the Local Government Investment Pool that had specific languages which was taken out and replaced it with language that more representative what's in the PFIA which is the Public Funds Investment Act. The language that was changed is basically having it more reflect exactly what is in the Act.

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

9. Consider a resolution revising the City of Kingsville Purchasing Card (P-Card) Policy for use of the City credit card. (Director of Finance).

Mrs. Balli stated that she could never find whether an old P-Card Policy ever existed or not so staff drafted a new policy for P-Card use. This policy lays out the guidelines of what you can and cannot purchase with the P-Cards. This policy will be applied consistently across the board.

Commissioner Garcia asked if there have been any inconsistencies where prior acts did not comply with what the policy is today.

Mrs. Balli responded that because there weren't specific guidelines on what was acceptable and appropriate, there were some departments that were doing some things that were inconsistently applied, so this policy now sets forth those guidelines for everybody.

Mayor Fugate suggested that this be published to everyone who has a P-Card so that they have the rules on the use of P-Cards.

Mrs. Balli commented that staff has had several meetings with directors to get their input on what the policy should be. Once approved, copies will be sent to employees as well as schedule meetings with department employees so that they are made aware of what is expected of them.

Commissioner Garcia asked if staff has discovered any misuse or abuse in the P-Card system.

Mrs. Balli responded that there hasn't been any abuse, but there is somethings that staff wants done differently, such as not having payments for celebrations and things of that

nature. It was looked into as to what was being done with the P-Card and spoke with the Auditors that stated these types of purchases are no longer acceptable. Without a policy in place, it's hard to say what can and cannot be done.

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

Mayor Fugate thanked all those who were involved in drafting this policy.

Mr. Mason commented that this is basically just tightening up the policy.

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

10. Consider introduction of an ordinance amending the fiscal year 2014-2015 General Fund budget for computers and equipment for the City Manager's Office. (Director of Finance).

Mrs. Balli reported that the computers in the City Manager's office need to be upgraded. Monies were available within the City Manager's budget, therefore staff is recommending funds to be moved to take care of the purchase of the equipment.

Commissioner Garcia asked what is wrong with the current City Manager's computer that is asking to be replaced.

Mr. Mason stated that this was a recommendation from the Interim City Manager who was using that particular computer and indicated that it didn't seem as though it was up to par with the rest of the equipment in the building. Mason further stated that the equipment may have been adequate for the previous City Manager, but inadequate for the Interim City Manager and for the incoming City Manager.

Mrs. Alvarez commented that it would be embarrassing for the new City Manager to come in and have to work off the old computer as the screen is low and small in size, keyboard has missing keys and computer is very slow. Mrs. Alvarez further commented that as well as purchasing a new computer for the City Manager, the City Secretary needed to upgrade needed to be upgraded as the IT Department is changing out all older models to newer ones. As there were funds available in the City Manager's budget, all IT purchases need to come out of Technology.

Commissioner Pena commented that the Commission has received sufficient explanation as for the need to purchase new equipment.

Commissioner Garcia stated that this begs a question "was it sabotaged"?

Mr. Mason's response was no.

Introduction item.

11. Consider accepting donation from the Texas A&M Student National Pharmacist Association in the amount of \$3,255.91 for Corral Park Improvement Project. (Parks and Recreation Manager).

Mrs. Susan Ivy stated that this donation is from the Texas A&M Student National Pharmacist Association. The donation is to offset the cost of expenditures of the new equipment that is being placed at Corral Park.

Motion made by Commissioner Garcia to accept the donation, seconded by Commissioner Pecos.

Mayor Fugate commented that he feels that the Pharmacist Association does not get enough publicity for all that they do for our community.

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

12. Consider accepting donation from the Brookshire Foundation in the amount of \$3,000 for Summer Track and Summer Swim Team Programs. (Parks and Recreation Manager).

Mrs. Ivy reported that this donation is from Brookshire Foundation for assistance with funding the Summer Track and Summer Swim Team Programs.

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

13. Consider introduction of an ordinance amending the fiscal year 2014-2015 General Fund budget to accept and expend donations made to the Kingsville Parks and Recreation Department. (Director of Finance).

Introduction item.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:45 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary


PUBLIC HEARING(S)

PUBLIC HEARING #1

Planning & Development Services Department

TO: Mayor & City Commission

THROUGH: Courtney Alvarez, Interim City Manager

FROM: Tom Ginter, Planning & Development Services Director 

SUBJECT: **Request for Alcohol Variance at 1206 N. 6th Street**

DATE: June 2, 2015

Mrs. Catherine J. Machuca, operator of the Colors Bar is requesting an alcohol variance for a Wine and Beer Retailer's Permit and Retail Dealer's On-Premise Late Hours License. This address is located at 1206 N. 6th Street and is within 1,000 ft. boundary of 1 daycare and 1 school. The property in question therefore requires a variance according to City ordinance ORD-2004-20.

Also, all required notices have been sent to the property owners within 300ft. Additionally, a public hearing notice was placed in the newspaper on May 17, 2015. As of this point, we have not received any negative feedback from the property owners or citizens that have been noticed.



On-Premise Prequalification Packet

received
5-7-15

L-ON (03/2015)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell/serve alcoholic beverages. This information will be used to obtain your pre-qualification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying.

Please contact your local TABC office to determine if you must post a 60 Day Sign at your proposed location or for any additional information.

LOCATION INFORMATION

1. Type of On-Premise License/Permit

- | | |
|--|--|
| <input checked="" type="checkbox"/> BG Wine and Beer Retailer's Permit | <input type="checkbox"/> LB Mixed Beverage Late Hours Permit |
| <input type="checkbox"/> BE Beer Retail Dealer's On-Premise License | <input type="checkbox"/> MI Minibar Permit |
| <input checked="" type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License | <input type="checkbox"/> CB Caterer's Permit |
| <input type="checkbox"/> BP Brewpub License | <input type="checkbox"/> FB Food and Beverage Certificate |
| <input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats | <input type="checkbox"/> PE Beverage Cartage Permit |
| <input type="checkbox"/> Y Wine & Beer Retailer's Permit for Railway Dining Car | <input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB |
| <input type="checkbox"/> MB Mixed Beverage Permit | |

2. Indicate Primary Business at this Location

- | | |
|--|--|
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Sporting Arena, Civic Center, Hotel |
| <input checked="" type="checkbox"/> Bar | <input type="checkbox"/> Miscellaneous _____ |
| <input type="checkbox"/> Sexually Oriented | |

3. Trade Name of Location

Colors Bar

4. Location Address

1206 N. 6th St.

City Kingsville

County Kleberg
City

State TX Zip Code 78363
State TX Zip Code

5. Mailing Address

6. Business Phone No.

() -

Alternate Phone No. (cell.)

(787) 344-6360

E-mail Address

Colors-Bar@yahoo.com

OWNER INFORMATION

7. Type of Owner

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Individual | <input type="checkbox"/> Corporation | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Joint Venture | |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Trust | |

8. Entity/Applicant

9. If Applicant Is/Must Be Listed Below (attach L-OIC if additional space is needed).

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 Machuca	First Name Catherine	MI J	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title



CITY OF
KINGSVILLE

MEMORANDUM

DATE

Friday, May 7, 2015

TO

Mary Valenzuela, City Secretary

FROM

Engineering Department

SUBJECT

Alcohol License for: 1206 N. 6th St. (Colors Bar)

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 1206 N. 6th St., we have concluded that the property in question does fall within the 1,000 ft boundary of a school and daycare; therefore, it will require a variance according to City Ordinance sections 11-3-4&5.

Notices must be sent to the property owners within the 300 foot boundary and a public hearing and publication in the local newspaper is required.

Thank you,

Engineering Department

Attachment 1 shows the property and the relative location of the school and daycare; suspected to be close to the property. Alice G.K. Kleberg Elementary School, and Tiny Tots daycare are within the 1,000 foot boundary.

Attachment 2 shows all properties within the 300 foot boundary in correlation with their Short ID provided by the Kleberg County Appraisal District.

CITY OF KINGSVILLE

200 E. Kleberg Avenue
Planning & Development Services Dept.
Planning & Zoning Division

Kingsville, Texas 78363
Phone: (361) 595-8055
Fax: (361) 595-8065

Master Land Use Application

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1206 N. 6th St Located in the City ☒ ETJ

(Proposed) Subdivision Name _____ Total number of Lots _____

Legal Description: CDL MEX, BLOCK 8 LOT 1-5, (The Corner Depot)

Existing Zoning Designation C1- Neighborhood Service Future Land Use Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent _____ Phone _____ FAX _____

Email Address (for project correspondence only): babubonluu4u@xhco.com

Mailing Address 301 Reidda Dr. City Kingsville State TX Zip 78363

Property Owner Catherine S. Machuca Phone 361-344-6360 FAX _____

Email Address (for project correspondence only): _____

Mailing Address _____ City _____ State _____ Zip _____

Select appropriate request(s) for which approval is sought. Attach appropriate checklist(s) 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.....\$200.00
<input checked="" type="checkbox"/> SUP Request/Renewal.....\$250.00	<input type="checkbox"/> Vacating Plat.....\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA).....\$250.00	<input type="checkbox"/> Conceptual Development Plat.....\$100.00
<input type="checkbox"/> PUD Request.....\$250.00	<input type="checkbox"/> Subdivision Variance Request.....\$25.00 ea
<input type="checkbox"/> Lot Line Adjustment Plat.....\$100.00	<input type="checkbox"/> Amending Plat.....\$100.00

Please provide a basic description of the proposed project:

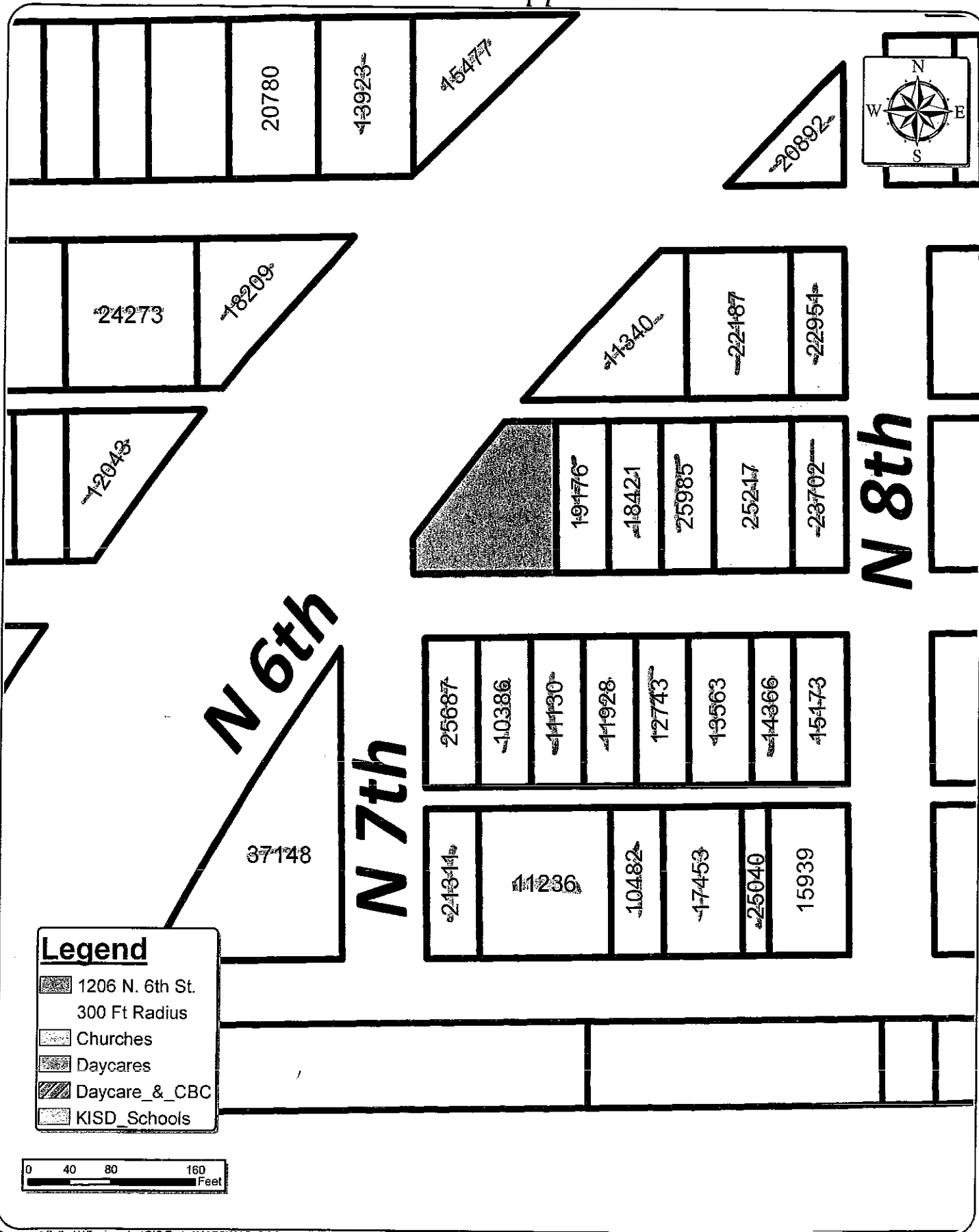
I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature: Catherine S. Machuca Date: 05-12-15


Property Owner's Signature: _____ Date: _____

Application and Fee Accepted by: Adela Barruente Date: 5-12-15

Alcohol Application



Document Path: N:\Engineering\GIS Techs\MAPS\MAP_DOCUMENTS\Alcohol_Permit.mxd

Page 1 / 1	Drawn By: Engineering Dept.	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.		CITY OF KINGSVILLE ENGINEERING DEPARTMENT 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035
	Last Update: 5/7/2015			
	Note: Please see attached documents.			

GALVAN RUDY F
PO BOX 2098
KINGSVILLE, TX 78363
#12043

VILLAGOMEZ RICARDO J
411 LUCILLE
KERRVILLE, TX 78280
#24273

PEREZ ISRAEL R JR
PO BOX 142
MARBLE FALLS, TX 78654
#18209

OCHOA JOSE ROLANDO
134 W FM 772
KINGSVILLE, TX 78363
#13923

SALGADO VALENTIN JR
4162 EAGLE DR
CORPUS CHRISTI, TX 78413
#15477

CITY OF KINGSVILLE
PO BOX 1458
KINGSVILLE, TX 78364
#37148

MARTINEZ MARCOS A
419 E FM 1118
KINGSVILLE, TX 78363
#21311

SAENZ PEDRO M
301 E AVE C
KINGSVILLE, TX 78363
#25687

MARTINEZ MARCOS A
419 E FM 1118
KINGSVILLE, TX 78363
#11236

SAENZ MARGARITA SALINAS
560 N COUNTY ROAD 1050
KINGSVILLE, TX 78363
#10386

ALLEN WILMA RUTH SAENZ
309 E AVE C
KINGSVILLE, TX 78363
#11130

SAENZ VICTOR S
593 N COUNTY ROAD 1050
KINGSVILLE, TX 78363
#10482

LONGORIA RAMIRO JR
5247 LENNON RD
FLINT, MI 48507
#17453

SAENZ PEDRO M
560 N COUNTY ROAD 1050
KINGSVILLE, TX 78363
#11928

REYES MANUEL R
PO BOX 490
BLOOMINGTON, TX 77951
#25040

SAENZ PETER R
321 E AVE C
KINGSVILLE, TX 78363
#12743

TREVINO IRENE Y
323 E C AVE
KINGSVILLE, TX 78363
#13563

REYES DORA (LIFE EST)
325 E AVE C
KINGSVILLE, TX 78363
#14366

GARZA HOMERO P
329 E C AVE
KINGSVILLE, TX 78363
#15173

ESQUIVEL GEORGE J
312 E C AVE
KINGSVILLE, TX 78363
#19176

GARZA HOMERO P
318 E C AVE
KINGSVILLE, TX 78363
#18421

GARZA HOMER JR
402 E AVE C
KINGSVILLE, TX 78363
#25985

GARZA HOMERO
402 E C AVE
KINGSVILLE, TX 78363
#25217

CAVAZOS JESSE
330 E C AVE
KINGSVILLE, TX 78363
#23702

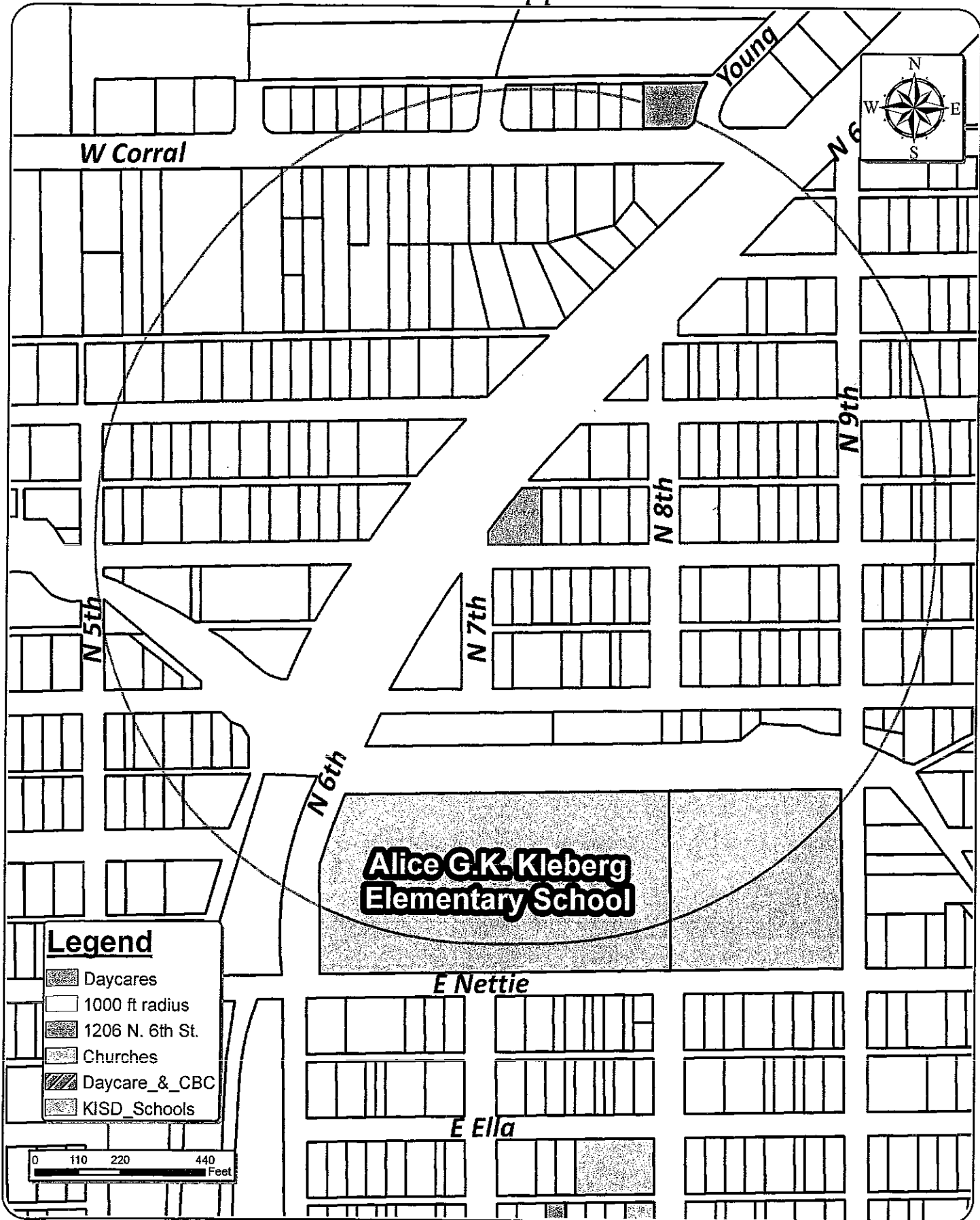
BAUGUS JAMES H
PO BOX 341
KINGSVILLE, TX 78364
#11340

DE LA GARZA DIANA A
327 E D AVE
KINGSVILLE, TX 78363
#22187


PADRON LORENZA H
5002 WILLIAMS DR
CORPUS CHRISTI, TX 78411
#22951

HALL JOHN RAYMOND
347 DANA ST
KINGSVILLE, TX 78363
#20892

Alcohol Application



Document Path: N:\Engineering\GIS Tech\MAPS\MAP_DOCUMENTS\Alcohol_Permit.mxd

Page 1/1	Drawn By: Engineering Dept.	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.		CITY OF KINGSVILLE ENGINEERING DEPARTMENT 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035
	Last Update: 5/7/2015			
	Note: Please see attached documents.			

Agriculture

May 17, 2015

The Kingsville Record and Bishop News

7A

A brief history of the farm bills

The 2014 Farm Bill became law last February, providing funding for the nation's major conservation programs.

As the federal government's primary agricultural and food policy tool, the Farm Bill supports many USDA programs, including the conservation programs that provide farmers, ranchers and forest landowners with technical and financial assistance to address resource concerns on their land.

The First Farm Bill was enacted in 1933 amid the Great Depression, followed by one

in 1935 which created the Soil Conservation Service, now the Natural Resources Conservation Service. The Great Plains Conservation Program was created in 1957.

In 1985, the Food Security Act created the first conservation title including the Conservation Reserve Program and conservation compliance.

In 1994 the SCS was renamed the NRCS. In 1996, the Wildlife Habitat Incentives Program as well as the Environmental Quality Incentives Program and the Farm and Ranchland Protection Program were created. In 2002 the Grassland Reserve Program and the Conservation Security Program were created. Then in 2008 the Conservation Security Program became law.

USDA's Natural Resources Conservation Service helps farmers conserve water with more efficient irrigation systems and to improve soil health with cover crops. NRCS works with ranchers to install rotational grazing systems, creating pastures to grow better food for livestock while keeping grass in place to prevent soil erosion.

NRCS also helps landowners replant trees and use prescribed burning to enhance habitat for wildlife, including many at-risk species. NRCS helps farmers to apply conservation tillage to protect the soil from eroding and improving soil quality over time.

All of this assistance is made available through a variety of conservation programs. The 2014 Farm Bill consolidates and expands

several programs, and key changes include:

- The Wildlife Habitat Incentive Program is folded into the Environmental Quality Incentives Program.

- Three conservation easement programs are combined into one: the Agricultural Conservation Easements Program and

- Several regional programs are combined into one: the Regional Conservation Partnership Program.

We encourage you to check into conservation and see if it's a good fit for your land. Visit www.nrcs.usda.gov/GetStarted or your local NRCS office in Kingsville at 401 East King Street. For more information on the Farm Bill, visit www.nrcs.usda.gov/FarmBill.

\$2,040 raised for Academy High School Booster Club

Submitted Item

On April 27, Blake Folenwider Dodge Chrysler and Academy High School hosted a "Dodge Booster Club Fundraiser" and together raised \$2,040 for the Academy High School Booster Club.

During the fundraiser, held in conjunction with the Spring Band Concert Event, the Dodge brand contributed \$20 for each test drive taken in a new Dodge Durango, Dart, Grand

Caravan, or Journey.

"It is very rewarding for Dodge to partner with our dealers on this wonderful program that gives thousands of dollars to local booster clubs to support their high school students," said Jeffrey Kummer, Vice President - Sales Operations, FCA US LLC. "It's a win-win program for parents, dealers and students alike, and a great way to showcase our exciting 2015 Dodge vehicle lineup."

With the cooperation of local dealers like Blake Folenwider Dodge Chrysler in Kingsville, the Dodge brand supports local schools and student enrichment programs in communities across the United States, and has helped raise over \$6 million since 1993.

Last year alone, Dodge donated more than \$725,000 to local high school organizations through the "Dodge Booster Club Fundraiser."



1028 S. 14th Street
Sundial Plaza • Kingsville, Texas

(361) 488-6335

Fax 1-361-232-4964

NO WAITING!

OLIVER
PHYSICAL THERAPY & SPORTS MEDICINE

Sports Injuries
Motor Vehicle Accidents
Occupational Injuries
Worker's Comp

Pre/Post Op
Total Knees/Hips
Men's/Women's Health

Open Monday - Thursday 8am - 6pm Friday 8am - 5pm

MOST INSURANCES ACCEPTED
• Humana Military/Telecare
• BCBS • Humana Plans
• Medicare • UMC

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, June 8, 2015, at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Wine and Beer Retailer's Permit and Retail Dealer's On-Premise Late Hours License, for the establishment known as Colors Bar located at 1206 N. 6th Street.

The meeting will be held at City Hall, 200 East Kleberg Ave., Kingsville, Texas in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

END OF SCHOOL DAYS and Summer Specials

Sale
UP TO 75% OFF

**TUESDAY, MAY 19TH AND
WEDNESDAY, MAY 20TH**

CACTUSFLOWER

211 E. Kleberg Street • (361) 592-0714

Hours:
Tuesday - Saturday
10:00 am - 6:00 pm

Sunday's Paper May 17, 2015

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, June 8, 2015, at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Wine and Beer Retailer's Permit and Retail Dealer's On-Premise Late Hours License, for the establishment known as Colors Bar located at 1206 N. 6th Street.

The meeting will be held at City Hall, 200 East Kleberg Ave., Kingsville, Texas in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

City of Kingsville

1

REC#: 01299387 5/12/2015 1:16 PM
OPER: GF TERM: 001
REF#: 9115

TRAN: 101.1000 Need to Define GL No
LENNY GONZALEZ
Beer & Liquor Licens 250.00CR

TENDERED: 250.00 CHECK
APPLIED: 250.00-

CHANGE: 0.00

CONSENT AGENDA

AGENDA ITEM #1

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 GENERAL FUND BUDGET FOR COMPUTERS AND EQUIPMENT FOR THE CITY MANAGER'S OFFICE.

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 2014-2015 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
-----------	------------------	---------------	-----------------	-----------------	-----------------

Fund 001 General Fund

Expenses

5-1010	City Manager	Printing & Publishing	31500		<u>\$5,000</u>
					<u>\$5,000</u>

Expenses

5-1902	Technology Svcs.	Computers & Associated Eq.	22600	<u>\$5,000</u>	
				<u>\$5,000</u>	

[To amend the FY15 General Fund Budget to transfer funds from the City Manager's Department to the Technology Services Department for the purchase of computers and related equipment for the City Manager's office.]

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 26th day of May, 2015.

PASSED AND APPROVED on this the ____ day of _____, 2015.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Purchasing/Technology Department

DATE: May 15, 2015

TO: City Commission through City Manager

FROM: David Mason, Purchasing/Technology Director

SUBJECT: Budget Transfer

SUMMARY

Due to upcoming changes in the City Manager's Office, there is a need to upgrade several technology related items including the desktop computer, laptops for the City Manager and City Secretary, as well as the City Secretary's computer tablet.

FINANCIAL IMPACT

This Budget Amendment will move \$5,000.00 of the \$25,000.00 available from account 001-5-101.0-315.00 "External Communications for Residents" into 001-5-190.2-226.00 "Computers & Associated Equipment". \$25,000 was originally budgeted for a newsletter which will not be completed during FY 14-15 and department 190.2 controls all technology purchases. Budget transfers between departments require Commission approval.

AGENDA ITEM #2

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 GENERAL FUND BUDGET TO ACCEPT AND EXPEND DONATIONS MADE TO THE KINGSVILLE PARKS & RECREATION DEPARTMENT.

WHEREAS, it was unforeseen when the budget was adopted that these funds would be received and 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 2014-2015 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
--------------	---------------------	------------------	--------------------	--------------------	--------------------

Fund 001 General Fund

Revenue

4-4503 Parks & Rec.	Park Donations	58003	\$6,255.91		
				<u>\$6,255.91</u>	

Expenses

5-4503 Parks & Rec.	Recreational Programs	31499	\$3,000.00		
5-4503 Parks & Rec.	Grounds & Perm Fixtures	59100	\$3,255.91		
				<u>\$6,255.91</u>	

[To amend the FY15 General Fund Budget to allow the Parks & Recreation Department to accept and expend donations from the Texas A&M Student National Pharmacist Association and the Brookshire Foundation as per the attached memo from the Kingsville Parks Manager.]

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 26th day of May, 2015.

PASSED AND APPROVED on this the _____ day of _____, 2015.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Parks & Recreation

P. O. Box 1458
Kingsville, Texas 78364
361-595-8591
361-595-8596 (fax)
sivy@cityofkingsville.com

Date: May 18, 2015

To: Courtney Alvarez, Interim City Manager
Mary Valenzuela, City Secretary
Deborah Balli, Finance Director
Kingsville City Commission

From: Susan Ivy, Kingsville Parks Manager

RE: Kingsville Parks & Recreation has received two very generous donations for projects and programming in the Parks Department.

The first donation is from the Brookshire Foundation in the amount of \$3,000.00 for assistance with funding our Summer Track and Summer Swim Team Programs with \$1,500.00 each. These funds will be used to purchase Team Tshirts, swim caps, registration fees, sanctioning fees with Texas Amateur Athletic Federation, refreshment supplies for meets and some required travel costs for the Coach to the meets. This program is assisted by the \$65.00 entry fee paid by participants. The \$1,500.00 for our Summer Track Program pays for Tshirts, Sanctioning fees with Texas Amateur Athletic Federal and whatever the balance of the donation is depending on participation numbers is utilized for supplies and or equipment needed by the program. The entry fee for this program is collected by the University and used for coaching assistants and travel and meet expenditures.

The second donation is from the Texas A&M Student National Pharmacist Association in the amount of \$3,255.91. This donation is to offset the cost of expenditures of the new equipment we are placing in Corral Park. The budget for the purchase of this equipment utilizing this proposed donation was previously approved by City Commission. We have now received all of the equipment and are waiting for drier conditions at the park to perform the installation of the new items.

I am asking that these donations be approved and authorized to be expended for the purposes detailed in this memo as authorized by the donors.


REGULAR AGENDA

AGENDA ITEM #3

Planning & Development Services Department

TO: Mayor & City Commission

THROUGH: Courtney Alvarez, Interim City Manager

FROM: Tom Ginter, Planning & Development Services Director 

SUBJECT: **Request for Alcohol Variance at 1206 N. 6th Street**

DATE: June 2, 2015

Mrs. Catherine J. Machuca, operator of the Colors Bar is requesting an alcohol variance for a Wine and Beer Retailer's Permit and Retail Dealer's On-Premise Late Hours License. This address is located at 1206 N. 6th Street and is within 1,000 ft. boundary of 1 daycare and 1 school. The property in question therefore requires a variance according to City ordinance ORD-2004-20.

Also, all required notices have been sent to the property owners within 300ft. Additionally, a public hearing notice was placed in the newspaper on May 17, 2015. As of this point, we have not received any negative feedback from the property owners or citizens that have been noticed.



On-Premise Prequalification Packet

received
5-1-15

L-ON (03/2015)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell/serve alcoholic beverages. This information will be used to obtain your prequalification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying.

Please contact your local TABC office to determine if you must post a 60 Day Sign at your proposed location or for any additional information.

1. Type of On-Premise License/Permit

- | | |
|--|--|
| <input checked="" type="checkbox"/> BG Wine and Beer Retailer's Permit | <input type="checkbox"/> LB Mixed Beverage Late Hours Permit |
| <input type="checkbox"/> BE Beer Retail Dealer's On-Premise License | <input type="checkbox"/> MI Minibar Permit |
| <input checked="" type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License | <input type="checkbox"/> CB Caterer's Permit |
| <input type="checkbox"/> BP Brewpub License | <input type="checkbox"/> FB Food and Beverage Certificate |
| <input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats | <input type="checkbox"/> PE Beverage Cartage Permit |
| <input type="checkbox"/> Y Wine & Beer Retailer's Permit for Railway Dining Car | <input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB |
| <input type="checkbox"/> MB Mixed Beverage Permit | |

2. Indicate Primary Business at this Location

- | | |
|--|--|
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Sporting Arena, Civic Center, Hotel |
| <input checked="" type="checkbox"/> Bar | <input type="checkbox"/> Miscellaneous |
| <input type="checkbox"/> Sexually Oriented | |

3. Trade Name of Location

Colors Bar

4. Location Address

1206 N 6th St

City Kingsville

County Kleberg

State TX Zip Code 78363

5. Mailing Address

State TX Zip Code

6. Business Phone No.

() -

Alternate Phone No. (cell.)

(787) 1344 - 6360

E-mail Address

Colors_Bar@yahoo.com

7. Type of Owner

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Individual | <input type="checkbox"/> Corporation | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Joint Venture | |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Trust | |

8. Entity/Applicant

9. If Applicant Is/Must Be Listed Below (attach L-OIC if additional space is needed).

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	First Name	MI	Title
Machuea	Catherine	J	



CITY OF
KINGSVILLE

MEMORANDUM

DATE

Friday, May 7, 2015

TO

Mary Valenzuela, City Secretary

FROM

Engineering Department

SUBJECT

Alcohol License for: 1206 N. 6th St. (Colors Bar)

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 1206 N. 6th St., we have concluded that the property in question does fall within the 1,000 ft boundary of a school and daycare; therefore, it will require a variance according to City Ordinance sections 11-3-4&5.

Notices must be sent to the property owners within the 300 foot boundary and a public hearing and publication in the local newspaper is required.

Thank you,

Engineering Department

Attachment 1 shows the property and the relative location of the school and daycare; suspected to be close to the property. Alice G.K. Kleberg Elementary School, and Tiny Tots daycare are within the 1,000 foot boundary.

Attachment 2 shows all properties within the 300 foot boundary in correlation with their Short ID provided by the Kleberg County Appraisal District.

CITY OF KINGSVILLE

200 E. Kleberg Avenue
Planning & Development Services Dept.
Planning & Zoning Division

Kingsville, Texas 78363
Phone: (361) 595-8055
Fax: (361) 595-8065

Master Land Use Application

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1206 N. 6th St Located in the City ☒ ETJ

(Proposed) Subdivision Name _____ Total number of Lots _____

Legal Description: CDL MEX, BLOCK 8 LOT 1-5, (The Corner Depot)

Existing Zoning Designation C1- Neighborhood Service Future Land Use Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent _____ Phone _____ FAX _____

Email Address (for project correspondence only): babyboom4u@pbco.com

Mailing Address 301 Reidda Dr. City Kingsville State TX Zip 78363

Property Owner Catherine S. Nachura Phone 361-344-6360 FAX _____

Email Address (for project correspondence only): _____

Mailing Address _____ City _____ State _____ Zip _____

Select appropriate request(s) for which approval is sought. Attach appropriate checklist(s) 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.....\$200.00
<input checked="" type="checkbox"/> SUP Request/Renewal.....\$250.00	<input type="checkbox"/> Vacating Plat.....\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA).....\$250.00	<input type="checkbox"/> Conceptual Development Plat.....\$100.00
<input type="checkbox"/> PUD Request.....\$250.00	<input type="checkbox"/> Subdivision Variance Request.....\$25.00 ea
<input type="checkbox"/> Lot Line Adjustment Plat.....\$100.00	<input type="checkbox"/> Amending Plat.....\$100.00

Please provide a basic description of the proposed project:

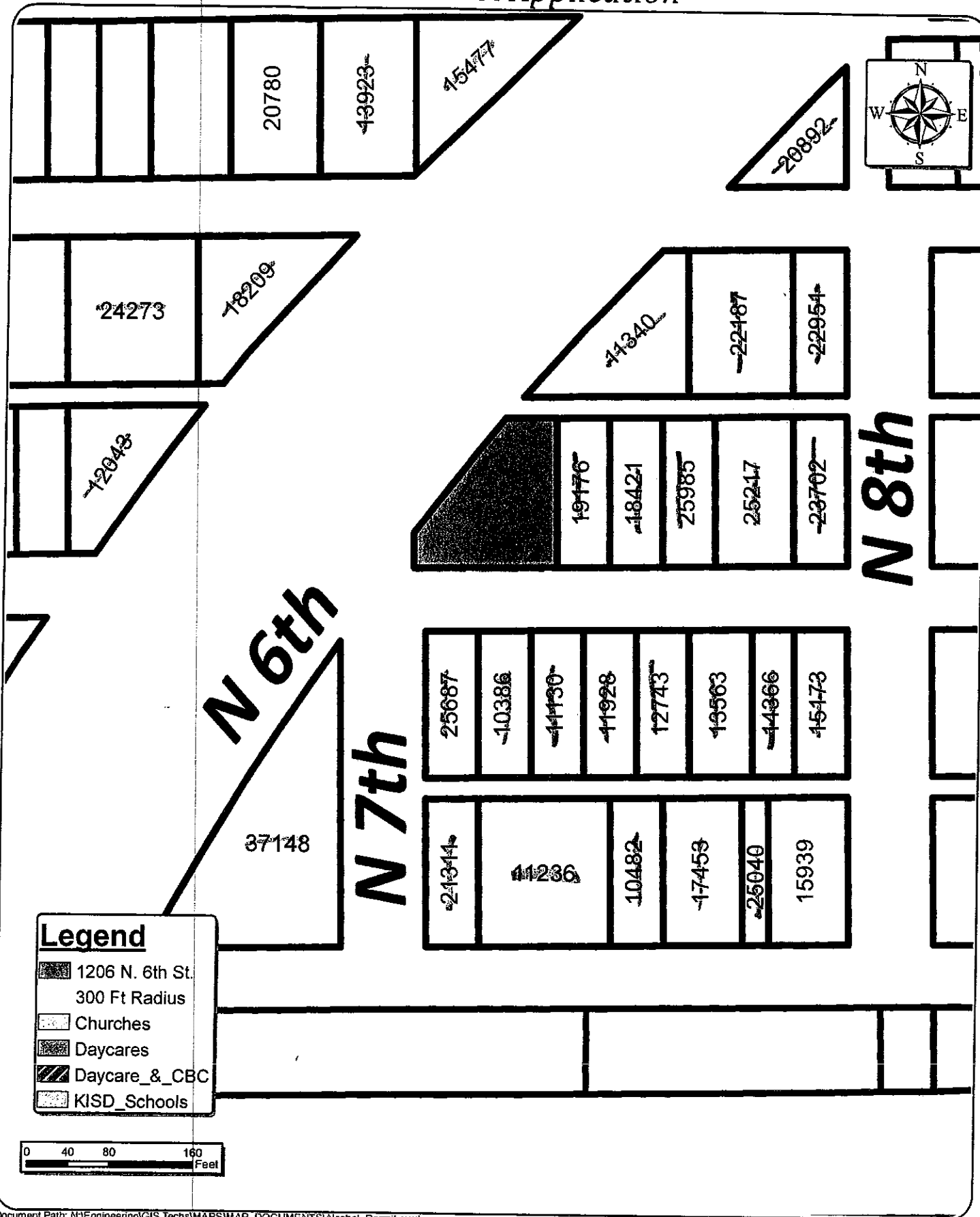
I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature: Catherine S. Nachura Date: 05-12-15

Property Owner's Signature: _____ Date: _____

Application and Fee Accepted by: Adela Barruente Date: 5-12-15

Alcohol Application



Document Path: N:\Engineering\GIS Techs\MAPS\MAP_DOCUMENTS\Alcohol_Permit.mxd

Page 1/1	Drawn By: Engineering Dept.	<p>DISCLAIMER</p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE</p> <p>ENGINEERING DEPARTMENT</p> <p>200 East Kleberg</p> <p>Kingsville, Texas 78363</p> <p>Office: 361-595-8005</p> <p>Fax: 361-595-8035</p>
	Last Update: 5/7/2015		
	Note: Please see attached documents.		

GALVAN RUDY F
PO BOX 2098
KINGSVILLE, TX 78363
#12043

VILLAGOMEZ RICARDO J
411 LUCILLE
KERRVILLE, TX 78280
#24273

PEREZ ISRAEL R JR
PO BOX 142
MARBLE FALLS, TX 78654
#18209

OCHOA JOSE ROLANDO
134 W FM 772
KINGSVILLE, TX 78363
#13923

SALGADO VALENTIN JR
4162 EAGLE DR
CORPUS CHRISTI, TX 78413
#15477

CITY OF KINGSVILLE
PO BOX 1458
KINGSVILLE, TX 78364
#37148

MARTINEZ MARCOS A
419 E FM 1118
KINGSVILLE, TX 78363
#21311

SAENZ PEDRO M
301 E AVE C
KINGSVILLE, TX 78363
#25687

MARTINEZ MARCOS A
419 E FM 1118
KINGSVILLE, TX 78363
#11236

SAENZ MARGARITA SALINAS
560 N COUNTY ROAD 1050
KINGSVILLE, TX 78363
#10386

ALLEN WILMA RUTH SAENZ
309 E AVE C
KINGSVILLE, TX 78363
#11130

SAENZ VICTOR S
593 N COUNTY ROAD 1050
KINGSVILLE, TX 78363
#10482

LONGORIA RAMIRO JR
5247 LENNON RD
FLINT, MI 48507
#17453

SAENZ PEDRO M
560 N COUNTY ROAD 1050
KINGSVILLE, TX 78363
#11928

REYES MANUEL R
PO BOX 490
BLOOMINGTON, TX 77951
#25040

SAENZ PETER R
321 E AVE C
KINGSVILLE, TX 78363
#12743

TREVINO IRENE Y
323 E C AVE
KINGSVILLE, TX 78363
#13563

REYES DORA (LIFE EST)
325 E AVE C
KINGSVILLE, TX 78363
#14366

GARZA HOMERO P
329 E C AVE
KINGSVILLE, TX 78363
#15173

ESQUIVEL GEORGE J
312 E C AVE
KINGSVILLE, TX 78363
#19176

GARZA HOMERO P
318 E C AVE
KINGSVILLE, TX 78363
#18421

GARZA HOMER JR
402 E AVE C
KINGSVILLE, TX 78363
#25985

GARZA HOMERO
402 E C AVE
KINGSVILLE, TX 78363
#25217

CAVAZOS JESSE
330 E C AVE
KINGSVILLE, TX 78363
#23702

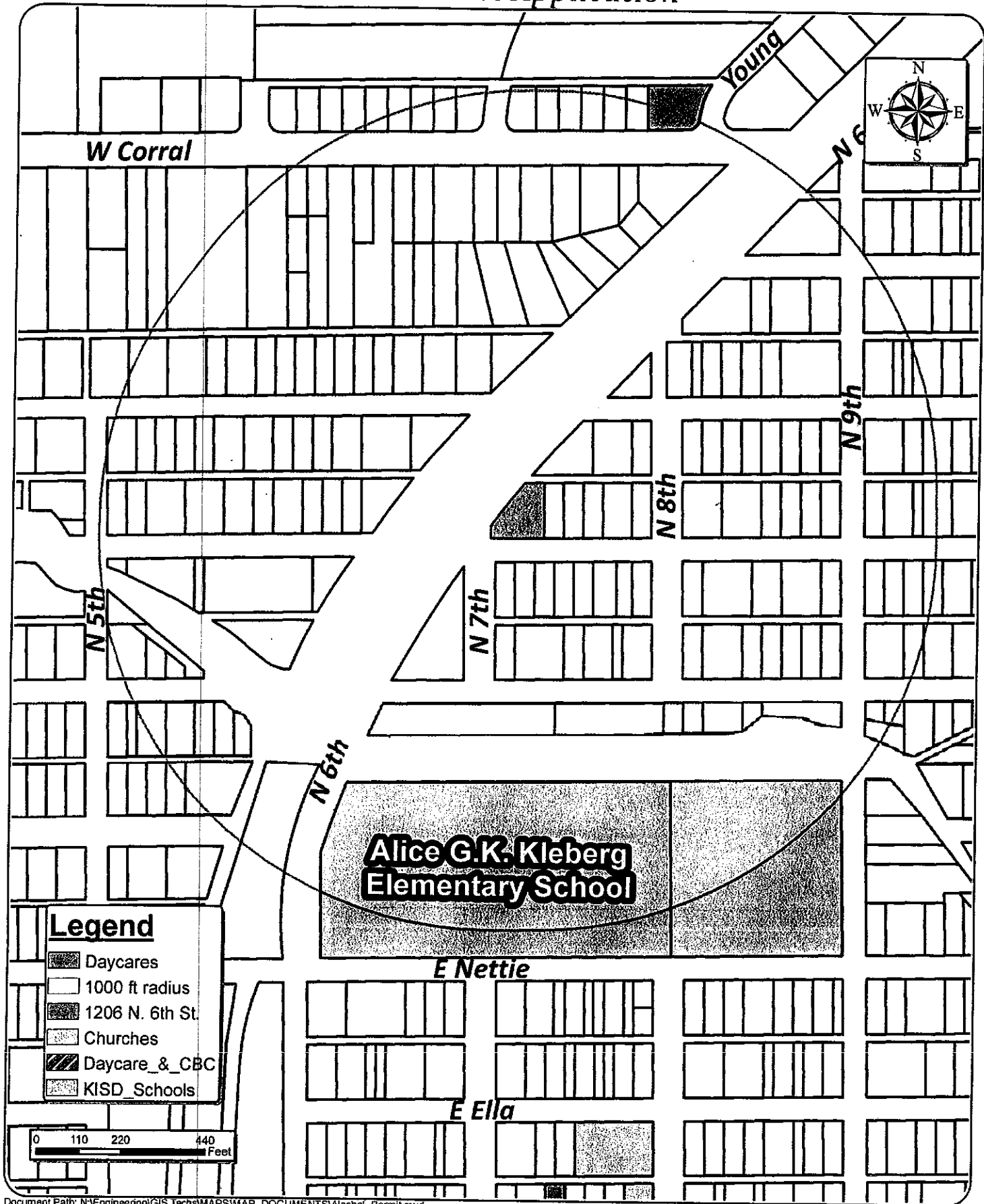
BAUGUS JAMES H
PO BOX 341
KINGSVILLE, TX 78364
#11340

DE LA GARZA DIANA A
327 E D AVE
KINGSVILLE, TX 78363
#22187

PADRON LORENZA H
5002 WILLIAMS DR
CORPUS CHRISTI, TX 78411
#22951

HALL JOHN RAYMOND
347 DANA ST
KINGSVILLE, TX 78363
#20892

Alcohol Application



Document Path: N:\Engineering\GIS Tech\MAPSWAP_DOCUMENTS\Alcohol_Permit.mxd

Page 1/1	Drawn By: Engineering Dept.	<p>DISCLAIMER</p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE</p> <p>ENGINEERING DEPARTMENT</p> <p>200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035</p>
	Last Update: 5/7/2015		
	Note: Please see attached documents.		

Agriculture

May 17, 2015

The Kingsville Record and Bishop News

7A

A brief history of the farm bills

The 2014 Farm Bill passed in December, continuing funding for the federal farm programs. As the federal government's primary agricultural and food policy tool, the Farm Bill supports many USDA programs, including the conservation program that provides farmers, ranchers and forest landowners with financial assistance to address resource concerns on their land.

The first Farm Bill was enacted in 1933 and the Conservation Security Program became a

key component of the Conservation Security Program in 2002. In 1983, the first conservation program, the Conservation Reserve Program, was established. In 1994, the Conservation Reserve Program was expanded to include the Conservation Reserve Enhancement Program, which provides additional funding for the program.

In 1994, the Conservation Reserve Program was expanded to include the Conservation Reserve Enhancement Program, which provides additional funding for the program. The program provides financial assistance to farmers, ranchers and forest landowners to address resource concerns on their land.

The program provides financial assistance to farmers, ranchers and forest landowners to address resource concerns on their land. The program provides financial assistance to farmers, ranchers and forest landowners to address resource concerns on their land.

The program provides financial assistance to farmers, ranchers and forest landowners to address resource concerns on their land. The program provides financial assistance to farmers, ranchers and forest landowners to address resource concerns on their land.

The program provides financial assistance to farmers, ranchers and forest landowners to address resource concerns on their land. The program provides financial assistance to farmers, ranchers and forest landowners to address resource concerns on their land.

\$2,040 raised for Academy High School Booster Club

Submitted Item

On April 27, Blake Fultenwider Dodge Chrysler and Academy High School hosted a "Dodge Booster Club Fundraiser" and together raised \$2,040 for the Academy High School Booster Club.

During the fundraiser, held in conjunction with the Spring Band Concert Event, the Dodge brand contributed \$20 for each test drive taken in a new Dodge Durango, Dart, Grand

Caravan, or Journey.

"It is very rewarding for Dodge to partner with our dealers on this wonderful program that gives thousands of dollars to local booster clubs to support their high school students," said Jeffrey Kommos, Vice President - Sales Operations, FCA US LLC. "It's a win-win program for parents, dealers and students alike, and a great way to showcase our exciting 2015 Dodge vehicle lineup."

With the cooperation of local dealers like Blake Fultenwider Dodge Chrysler in Kingsville, the Dodge brand supports local schools and student enrichment programs in communities across the United States, and has helped raise over \$6 million since 1993.

Last year alone, Dodge donated more than \$725,000 to local high school organizations through the "Dodge Booster Club Fundraiser."



Sports Injuries
Motor Vehicle Accidents
Occupational Injuries
Worker's Comp

Pre/Post Op
Total Knees/Hips
Men's/Women's Health

1028 S. 14th Street
Sundial Plaza • Kingsville, Texas

(361) 488-6335

Fax 1-361-232-4964

NO WAITING!

MOST INSURANCES
ACCEPTED
• Medicare/Medicaid
• BOBS • Humana Plans
• Medicare • UHC



OLIVER
PHYSICAL THERAPY & SPORTS MEDICINE

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, June 8, 2015, at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Wine and Beer Retailer's Permit and Retail Dealer's On-Premise Late Hours License, for the establishment known as Colors Bar located at 1206 N. 6th Street.

The meeting will be held at City Hall, 200 East Kleberg Ave., Kingsville, Texas in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

END OF SCHOOL DAYS and Summer Specials

Sale
UP TO 75% OFF

TUESDAY, MAY 19TH AND
WEDNESDAY, MAY 20TH

CACTUSFLOWER

211 E. Kleberg Street • (361) 592-0714

Hours:
Tuesday - Saturday
10:00 am - 6:00 pm

Sunday's Paper May 17, 2015

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday June 8, 2015 at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Wine and Beer Retailer's Permit and Retail Dealer's On-Premise Late Hours License, for the establishment known as Colors Bar located at 1206 N. 6th Street.

The meeting will be held at City Hall, 200 East Kleberg Ave., Kingsville, Texas in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at 361-595-3055.

City of Kingsville

1

REC#: 01299387 5/12/2015 1:16 PM
OPER: GF TERM: 001
REF#: 9115

TRAN: 101.1000 Need to Define GL No
LENNY GONZALEZ
Beer & Liquor Licens 250.00CR

TENDERED: 250.00 CHECK
APPLIED: 250.00-

CHANGE: 0.00

AGENDA ITEM #4

To: Mayor and City Commission

From: Cynthia Martin, Downtown Manager

Date: May 27, 2015

Subject: Historical Development Board review – 306, 306 ½, 308 E Kenedy Ave.

The Historical Development Board met on Wednesday, May 20, 2015, to evaluate an application for a building permit presented by Mary Mora, owner, proposing to replace the current wood windows with aluminum windows and to remove four windows and downsize another window on the west side of the structure at 306, 306 ½, 308 E Kenedy in the historic district to determine if the desired work will alter or destroy the historical integrity of the site. A copy of Mrs. Mora's application for review and related documentation are attached.

Built as a single family home, the structure is now used as a triplex. The survey of the historic district lists the house as Spanish Eclectic style and contributing to the integrity of the district with a priority level of medium for preservation.

Mrs. Mora came before the Historical Development Board in May 2014, proposing to repair or replace the current wood double-hung windows with new wood windows. At that time, the Board was in agreement with replacing the old wood windows as proposed and stipulated that the replacement windows be as close as possible to the same size and placement as those being replaced. The project was put on hold until this spring when work started on the property and Mrs. Mora brought forth the new proposal to replace the wood windows with aluminum windows and remove/resize windows as described above. Mrs. Mora cited costs concerns in requesting to replace the current wood windows with aluminum and issues with the installation of a new AC unit with wanting to remove windows on the west side of the building. Mrs. Mora is installing a new AC unit in the building and has already removed the four windows on the west side of the building to accommodate lines being run for the new system when she brought her proposal before the Board.

Staff recommended approving the use of aluminum windows while retaining the original paired window pattern. The pattern of paired windows to the front of the house and on the west and east are character defining features of the property which are easily viewed from the street and should be retained. Replacing paired window units on the west side of the house with just one window would alter the historic window pattern.

Sec. 15-5-31 of the Kingsville Code of Ordinances directs the Historical Development Board to look to the Secretary of the Interiors "Standards for Rehabilitation" for guidance when determining its recommendation on permits. Standard #2 states "the historic character of a property shall be retained and preserved. *The removal of historic materials or alterations of features and spaces that characterize a property shall be avoided.*

Mr. Ramirez, Building Official, was present at the Board meeting when this matter was reviewed and advised Mrs. Mora that flexible lines could be used and that the windows did not need to be removed to accommodate the new AC system.

After much discussion, the Historical Development Board voted unanimously to approve the use of aluminum windows with the condition that the paired window configuration be retained and that the windows remain as closely to the original size as possible.

Historical Development Board Review Application

Date of Request: 5-6-2015

Property is zoned: residential

Property Location and Description: 306 + 306 1/2 E. Kennedy Kingsville Tx
Triplex

Year Built: 1940 Style, Period, Condition, Context or other Comments: Shucco. A lot has been

modified on this triplex from original construction + does not fit any style.
Reconstruct front porch - porch is collapsing and most wood is rotted.

Description of Work: Replace windows, remove two windows on west side (upstairs)
(Double Pan, low E, no grid windows)
& two windows on west side (down stairs) due to installation of A/C

System requiring fardown and extension of southside bathroom wall. Bathroom
is now 5x8.5. Windows taken out due to A/C, size of bathroom, A/C efficiency &
Applicant: Mary Mora Security.

Address: 303 E Huisache Kingsville Tx
361 361 361

Contact: Cell: 720-1370 Office: 592-8650 Home: 595-0258 Email: mary.mora@stacylobal.net

Contractor: Mary Mora
same as above

Contact: Cell: _____ Office: _____ Home: _____ Email: _____

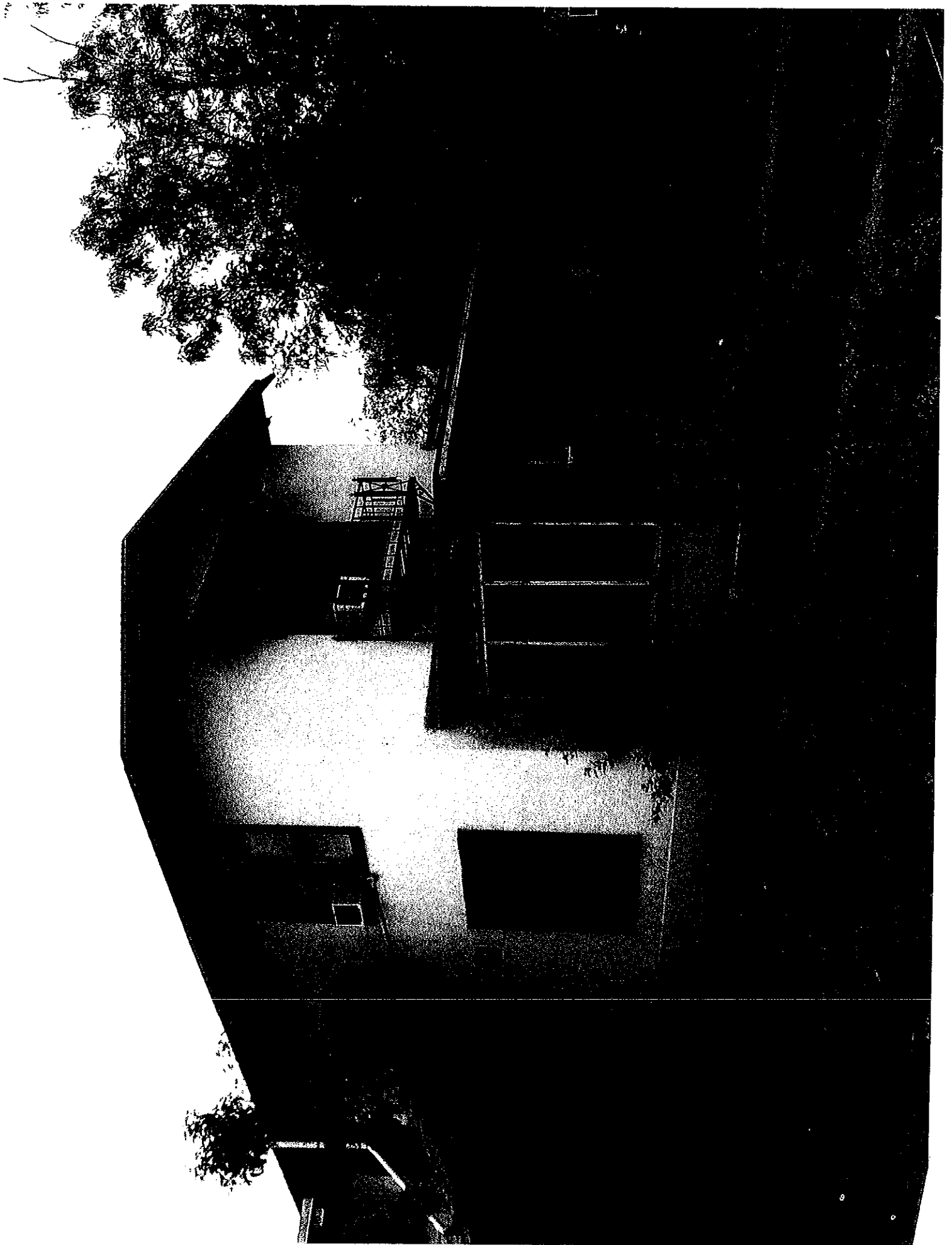
Documents Required:		Req'd	Have
1.	Building or Planning Department Application(s)	<input type="checkbox"/>	<input type="checkbox"/>
2.	Sketch, Drawing, Plans, Site Plans, Mock-ups	<input type="checkbox"/>	<input type="checkbox"/>
3.	Photographs (Historic, Current, Surrounding Structures)	<input type="checkbox"/>	<input type="checkbox"/>
4.	Materials List or Samples	<input type="checkbox"/>	<input type="checkbox"/>
5.	Proof of Ownership	<input type="checkbox"/>	<input type="checkbox"/>

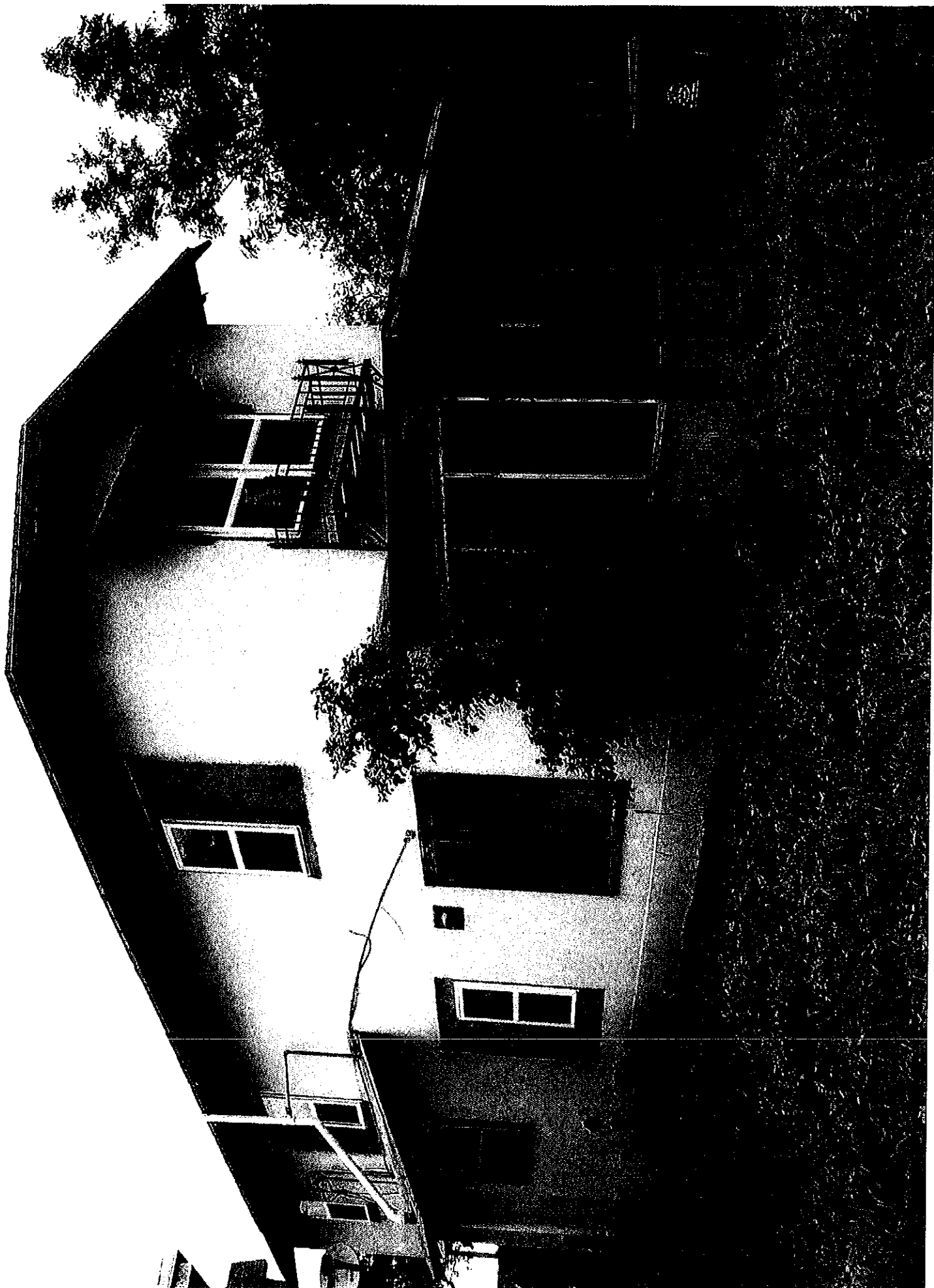
I certify that this information and the additional information submitted to the Department of Development Services is correct and that the work will be completed as described, as approved by the Historical Development Board and in accordance with applicable codes.

Print Name: Mary Mora Signature: Mary Mora

Hearing Date: 5-20-15 Approved ☐ Disapproved with Recommendations ☐ Disapproved ☐

- Meetings are held in the City Hall Commission Chambers, 200 East Kleberg Avenue.
- If the Board disapproves the application with recommended changes, the applicant has 5 days to inform the City if he/she accepts the changes.
- If the application is disapproved or if the applicant does not accept all recommendations, he/she may appeal the Board's decision by informing the City within the 5 day period.
- The Board only hears cases when the owner is present or represented.
- Call 361-592-8516 for information.





Staff Report to the HISTORICAL DEVELOPMENT BOARD and CITY COMMISSION

by Cynthia Martin, Downtown Manager
City of Kingsville, Texas

Request: APPROVAL TO REMOVE TWO WINDOWS AND REPLACE THE OTHER WINDOWS AT ORIG TOWN, BLOCK 56, LOT 29 & E PT 30. THIS PROPERTY IS ALSO KNOWN AS 306, 306 ½, 308 E KENEDY AVENUE.

Petitioner and Agent: Mary Mora
Date of HDB Hearing: May 20, 2015

EXHIBITS PRESENTED

- Historical Development Board Review Application
- Proof of Ownership
- Photographs

BACKGROUND AND PERTINENT DATA

The subject property is located in the local historic district. Built as a single family home, the structure is now used as a triplex. The most recent survey of the historic district lists the house as Spanish Eclectic style and contributing to the integrity of the district with a priority level of medium for preservation.

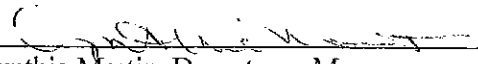
Mrs. Mora came before the Historical Development Board in May 2014, proposing to replace the current wood double-hung windows with new wood windows. The Board was in agreement with replacing the old wood windows and proposed and further stipulated that the replacement windows be of the same size and placement as those being replaced. The project was put on hold until this Spring when work started on the property.

Mrs. Mora is bringing forward window replacement again with a new proposal calling for the removal of two windows on the west side of the home on the second level and two windows on the west side on the lower level to accommodate the installation of a new AC unit. Also Mrs. Mora is now proposing to replace the current wood windows with white aluminum single-hung windows all around and to reduce the size of the south side bathroom window to 5' x 5.'

STAFF REVIEW & RECOMMENDATION

Board staff has performed a thorough review of the changes proposed by Mrs. Mora described above.

Staff recommends **Approval with conditions**. As the applicant has found the cost of wood replacement windows prohibitive, staff recommends that the use of white aluminum, single-hung windows as replacement windows for the structure be approved. Staff recommends that the applicant not remove the four windows and downsize the bathroom window as requested. The paired windows to the front of the house and on the west and east sides are character defining features of the house and are easily viewed from the street. Replacing the paired window units with just one window would destroy the rhythm of the historic window pattern as would replacement of a same sized bathroom window with a smaller window.

Reviewed by: 
Cynthia Martin, Downtown Manager

From: mary mora [mailto:mary_mora@sbcglobal.net]

Sent: Wednesday, May 27, 2015 3:00 PM

To: Tom Ginter

Subject: Decision Appeal

May 27, 2015

Dear Mr. Ginter:

I would like to appeal the decision made by the Historical Development Board on May 20th, 2015 regarding my property at 306 and 306 1/2 E Kenedy, Kingsville, TX 78363.

The decision made by the Board was approved with conditions. They are requesting we have "pairing" windows on the west side of the property. I have already taken off one window on the top apartment. The area has been replaced with stucco, painted with new shutters. The top apartment is completely done.

I am appealing the "pairing" of the windows for the top and bottom apartment.

Please let me know if you need any other information.

Thank you very much.

Mary Mora

Tom Ginter

From: mary mora <mary_mora@sbcglobal.net>
Sent: Friday, May 29, 2015 8:09 AM
To: Tom Ginter
Subject: 306 and 306 1/2 E Kenedy letter to the City Commission

Dear Mayor Fugate, Mayor Protem Leubert, City Commissioner Garcia, City Commissioner Pecos, City Commissioner Pena, and Interim City Manager Alvarez:

I bought a property a few months ago. It is located at 306 E. Kenedy. This property had pvc placed outside the building, knob and tube wiring and a lot of the connections in metal conduit hanging outside the building and no a/c. This building has been modified many times. There is a kitchen that sticks out from the upstairs apartment being supported by metal posts, a 5 X 5 bathroom on the bottom apartment also has been added on and sticks out from the main building. The top apartment had several sizes of windows. This complex at one time might have been a home but is now a triplex with three entrances in the front. There property probably looks nothing like its original design.

I have gutted the upstairs apartment and have replaced all the electrical wiring up to code, added central a/c and heating system, new sheet rock, new 12 mm laminate flooring, a new complete bathroom and kitchen. Anyone would feel great in this apartment.

The historial development board has as its purpose, one is to "represent or reflect elements of the city's cultural, social, economic, political and architectural history and heritage". Had they wanted to keep any part of this property listed as historical they should have stopped the modifications that have been done over the years. At this point with all the modifications made before I bought it make it a house that was converted to a triplex with absolutely no historical significance.

These are the changes I made and propose.

Due to the A/C Freon line having to come down from the upstairs apartment, it required the removal of one of the windows below. Another reason we had to remove that window is to expand the 5 X 5 bathroom that would not pass code otherwise. The removal of the window was to have the room for the 3" Freon line and to expand the west wall of the bathroom.

Once we removed this particular window, it seemed to look better if we took one of the windows from the upstairs bedroom as well as one window from the downstairs living room. Doing this made it look symmetrical and also allowed more wall space in each of the rooms, as well as increased privacy and efficiency.

I have not changed the facade of the apartment, do not intend to change the front porches, just to replace rotted wood, and have not changed any of the color of this property.

I was given approval with conditions. The condition was to have "pairing" windows on the west side of the building. This is what I am appealing. For reasons stated above, I would not want the pairing windows, but follow my plan of one window per room.

I will have pictures to explain what I have done and how it looks.

Thank you so much for your time and understanding.

Mary Mora

AGENDA ITEM #5

To: Mayor and City Commission

From: Cynthia Martin, Downtown Manager

Date: May 27, 2015

Subject: Historical Development Board review – 609 E King Ave.

The Historical Development Board met on Wednesday, May 20, 2015, to evaluate an application for construction of a monument sign presented by Henry Molina, owner, to mark the location of his new Dominos Pizza Restaurant in the historic district at 609 E King Avenue to determine if the desired work will alter or destroy the historical integrity of the site. A copy of Mr. Molina's application for review and related documentation are attached.

The design of the proposed sign meets the standards set forth by the Kingsville Code of Ordinances and has been approved by the restaurant chain's parent corporation. The restaurant is sited along a state highway and is surrounded by newer, commercial buildings therefore the new sign have no effect on the integrity of the area.

The Historical Development Board recommends approval of the request for the new monument sign. One Board member abstained. The remaining Board members voted in favor of this recommendation.

Historical Development Board Review Application

Date of Request: 4/20/15 Property is zoned: C-2

Property Location and Description: 609 E King

5th Block between

Year Built: NA Style, Period, Condition, Context or other Comments: lot

Description of Work: new monument sign

Applicant: Henry Molina

Address: P.O. Box 1952, Kingsville TX 78364

Contact: Cell: 520-723-7339 Office: _____ Home: _____ Email: hpm22as956@gmail.com

Contractor: Persons Sign makers

Contact: Cell: _____ Office: _____ Home: _____ Email: _____

Documents Required:

	Req'd	Have
1. Building or Planning Department Application(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Sketch, Drawing, Plans, Site Plans, Mock-ups	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Photographs (Historic, Current, Surrounding Structures)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Materials List or Samples	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Proof of Ownership	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

I certify that this information and the additional information submitted to the Department of Development Services is correct and that the work will be completed as described, as approved by the Historical Development Board and in accordance with applicable codes.

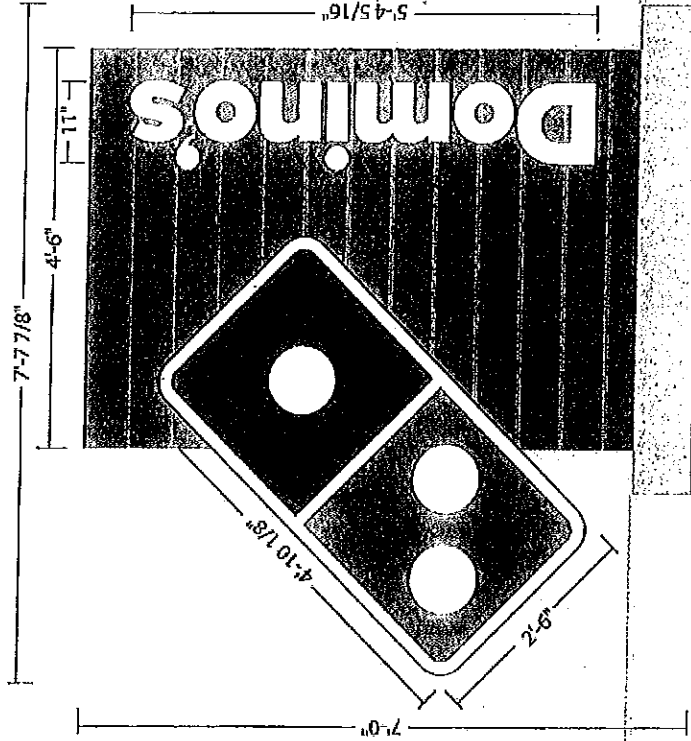
Print Name: Henry Molina Signature: _____

Hearing Date: _____ Approved ☐ Disapproved with Recommendations ☐ Disapproved ☐

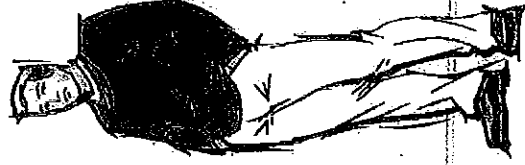
- Meetings are held in the City Hall Commission Chambers, 200 East Kleberg Avenue.
- If the Board disapproves the application with recommended changes, the applicant has 5 days to inform the City if he/she accepts the changes.
- If the application is disapproved or if the applicant does not accept all recommendations, he/she may appeal the Board's decision by informing the City within the 5 day period.
- The Board only hears cases when the owner is present or represented.
- Call 361-592-8516 for information.

SIGN & BILLBOARD APPLICATION

Project Address: <u>609 E King</u>		Owner: <u>Henry Malone</u> <u>Dominos Pizza</u>
Applicant: <u>Dominos Pizza</u>		
Address: <u>Po Box 1452 Kingsville,</u>		Phone: <u>361-922-7539</u>
Type of Proposed Sign:		
<input type="checkbox"/> On Premise	<input type="checkbox"/> Fascia	<input type="checkbox"/> Cantilevered
<input type="checkbox"/> Off Premise (billboard)	<input checked="" type="checkbox"/> Monument	<input type="checkbox"/> Temporary
<input type="checkbox"/> Roof Top	<input type="checkbox"/> Awning	<input checked="" type="checkbox"/> Illuminate, IF YES
<input type="checkbox"/> Wall	<input type="checkbox"/> Pole	<input type="checkbox"/> Is there an existing circuit?
<p>Caution: Lot lines do not normally coincide with curbs, grader ditches or sidewalks, and many fences are not located on lot lines. If you are not sure of the exact location of lot lines, have a land surveyor locate them.</p> <p>ATTACH THE FOLLOWING:</p> <ol style="list-style-type: none"> 1. Legal description of the property. 2. Scaled drawing of site (if sign is detached from building) 3. Scaled drawings of construction and installation. (Drawings must be stamped by a registered professional engineer if the proposed sign(s) will hang over public right of way, be closer to the public right-of-way than the height of the sign, or have a height of more than 15 feet.) 4. If installed over the public right-of-way, written permission from the City's Public Works Director. 5. Engineered plans required for all signage showing it meets 120mph wind load, foundation details and/or sign fasteners and facing. 		
Describe any easements on the proposed site:		
Signed (applicant) <u>[Signature]</u>		Date: <u>4-28-15</u>
*****Section to be completed by City*****		
Zoning District:	Street Width:	Street type:
Historic District:	Value of Project: \$	
Billboards:		
Total Sign Area:		
Permit Fees:		
<input type="checkbox"/> Fascia, Wall Cantilevered, Pole or Monument	\$.20 per sqft or min \$15.00	\$ _____
<input type="checkbox"/> Roof	\$.20 per sqft or min \$15.00	\$ _____
<input type="checkbox"/> Billboards 0 to 200 sqft		\$ _____
<input type="checkbox"/> Billboards 200 + sqft		\$ _____
(For illuminated temporary signs, permanent wiring must be within 6')		
<input type="checkbox"/> Electrical Permit Required	Remarks:	
<p>Approved by: _____ Date: _____</p>		



SCALE: 1/2" = 1'-0"



NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer:	DOMINO'S	Date:	11/12/14	Prepared By:	CM	Note: Elevation drawings are for customer approval only. All dimensions must be verified before installation. If your colors are different, please provide the correct PMS number and a reference to all drawings will be made.
Location:	KINGSVILLE, TX	Site Name:	130291 - KINGSVILLE, TX - SIGN PACKAGE	Sign	-	PERSONA SIGN MAKERS/IMAGE BUILDERS DISTRIBUTED BY SIGN UP COMPANY 700 2nd Street Southeast PO Box 210 Watertown, SD 57201-0210 1 (800) 843-9888 • www.personasign.com

RH SHAKKELFORD, INC.
 40 YEARS OF PAVING
 10000 DALLAS ROAD, SUITE 100
 DALLAS, TEXAS 75243
 (214) 343-1111

NEW DOMINO'S RESTAURANT
 609 EAST KING ST. KINGSVILLE TX

SITE PLAN

CONSULTANT'S SHEET NO.

PROJECT NO. 10/8/14

DATE 10/8/14

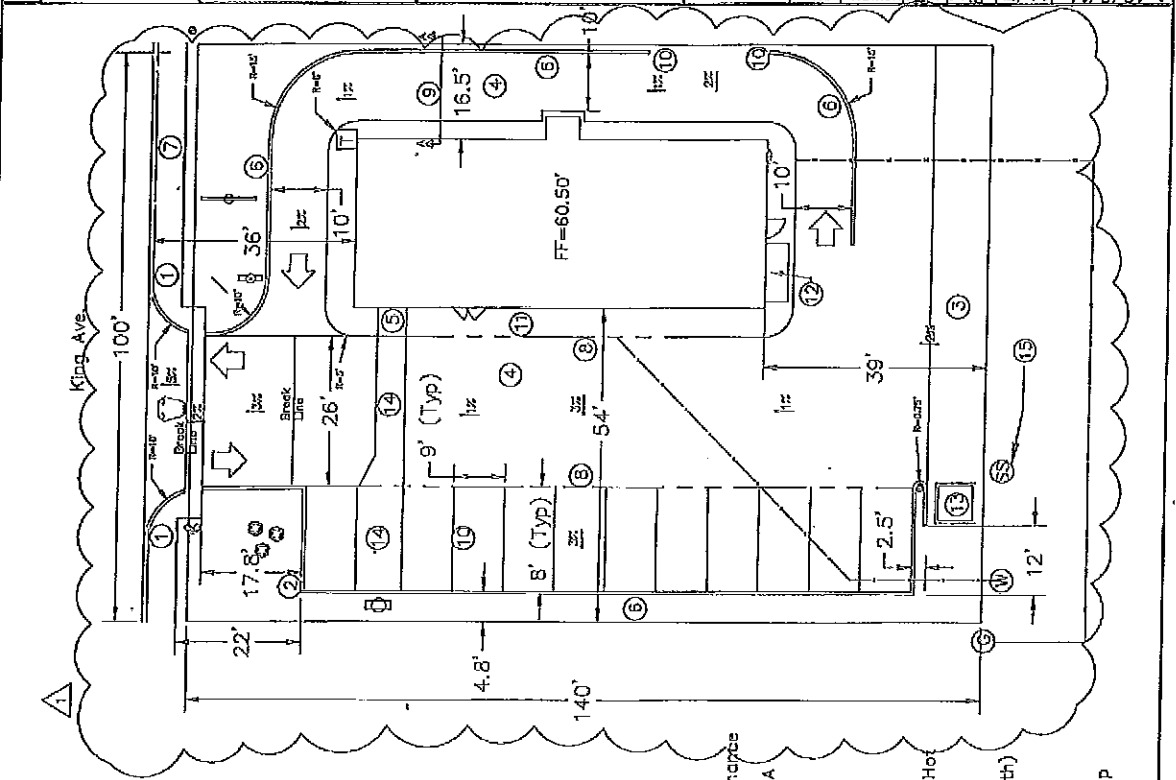
BY CC/EL

PROJECT NO. 10/8/14

DATE 10/8/14

BY CC/EL

PROJECT NO. 10/8/14



- LEGEND**
- § Proposed Double Light
 - † DOMINO'S Sign with 6" Conc. Base (Electrical Drawing)
 - § "DO NOT ENTER" sign MUTCD (R5-1)
 - § ADA Sign 703.7.2.1 "Van Accessible" MUTCD (09-6)
 - § Sanitary Sewer Service MH
 - © Gas Meter
 - Ⓜ Water Meter
 - ↑ Flow Directional Arrows
 - Water Line 2"
 - Property Lines
 - Gas Line
 - Existing Tree
 - Proposed AEP Power Pole With Lighting
 - ↑ Traffic Flow Directional Arrow
 - Ⓜ Trash Bin

- GENERAL NOTES**
- ① Driveway to Tie into Existing Sidewalk (See Sheet 4)
 - ② Curb Cut (See Sheet 4)
 - ③ Concrete Parking/Drive
 - ④ HVAC Parking/Drive
 - ⑤ Type 2 ADA Ramp
 - ⑥ Type C Header Curb (See Sheet 4)
 - ⑦ Replace Existing Driveway With New Sidewalk and Curb
 - ⑧ Fire Lane Striping Red Solid 4" Per Kingsville Ordinances
 - ⑨ Drive Thru Concrete Section A-A (See Sheet 3)
 - ⑩ 4" Solid Yellow Striping (Typ.)
 - ⑪ Sidewalk with 6" Curb Height (See Sheet 4)
 - ⑫ Pan Rinse Area with Drain and Hot Water Tap
 - ⑬ 3-Sided Pretreated Fence (6' Height x 7' Length x 7' Width) for Dumpster
 - ⑭ ADA Accessible Isle and Path
 - ⑮ SS and Underground Grease Trap (See P111)

AGENDA ITEM #6

RESOLUTION #2015-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER EQUIPMENT LEASE AGREEMENT AND RELATED DOCUMENTS FOR MOWING EQUIPMENT FOR THE GOLF COURSE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") took over management of the L.E. Ramey Golf Course from Kleberg County in October 2014 and it has been determined there is an essential need for new mowing equipment for the proper operation of the course; and

WHEREAS, the City is a BuyBoard member and has located pricing under Contract #447-14 through C&M Golf and Grounds Equipment that will meet the Golf Course's primary mowing needs for the next four years via a Wells Fargo Financial Lease that would expend \$2,289.63 per month for the next four years; and

WHEREAS, state laws allows governing bodies, like the City, to enter into agreements like this one to provide for the procurement of items and services in conformance with state laws; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into the agreement attached hereto.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Master Equipment Lease Agreement and related documents for mowing equipment between the City of Kingsville and Wells Fargo Financial Leasing, Inc. in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 8th day of June, 2015.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Purchasing/Technology Department

361-595-8025
361-595-8035 Fax

DATE: May 29, 2015, 2015
TO: City Commission through City Manager
FROM: David Mason, Purchasing/Technology Director
SUBJECT: Mowing Equipment for Golf Course

SUMMARY

This item authorizes the non-capital leasing of mowing equipment for L.E. Ramey Golf Course.

BACKGROUND

Upon taking over the Golf Course in October of 2014 we have determined there is an essential need for new equipment.

RECOMMENDATION

Using BuyBoard pricing under Contract # 447-14 through C & M Golf and Grounds Equipment and Wells Fargo Financial Leasing we have determined the following equipment will meet the Golf Course's primary needs for the next four (4) years: MH5 Large Area Reel Mower, AR522 Large Area Rotary Mower, 72" Jacobsen Turf Cat, and an Eclipse322 Greens Mower, all with necessary accessories. The total value of the equipment is \$122,821.04 as detailed in the accompanying document.

FINANCIAL IMPACT










The purchase will expend no more than \$2,289.63 per month over the four (4) year lease. Funding of \$15,000 is available through FY15 and the balance would be budgeted in the future years ($\$2,289.63 \times 12 \text{ months} = \$27,475.56/\text{year}$).

Document Check List

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 866-336-8382

Customer Name: **City of Kingsville**

Application Number: **880431**

-  Sign & date the Master Equipment Lease Agreement
-  Sign & date the Amendment to the Master Equipment Lease Agreement
-  Sign & date the Master Equipment Lease Schedule
-  Sign & date the Delivery and Acceptance
-  Sign & date the Non Appropriations Addendum
-  Texas Tax Exemption Certificate is required
-  Complete, sign & date the Insurance Form
 - o **Liability Coverage** - ☒ Minimum coverage of \$1 million ☒ Wells Fargo Financial Leasing to be listed as additional insured.
 - o **Property Coverage** - ☒ Value of equipment covered ☒ Wells Fargo Financial Leasing to be listed as the Lenders loss payable endorsement.
-  Complete, sign & date the Automatic Payment Form (*OPTIONAL*)
-A new ACH form must be completed for each new lease.
-  Send all of the completed & signed documents to:

Wells Fargo Financial Leasing, Inc.
Attn: Sheri Buttrey
MAC # N0005-044
800 Walnut Street
Des Moines, IA 50309

*White Out is not acceptable on any documents

*Electronic Signatures are not acceptable

*Please do not make any changes/additions/deletions to the lease documents unless approved as this voids the documents.

Master Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 866-336-8382

Customer Information:

Customer's Full Legal Name ("You" and "Your"):

City of Kingsville

Address:

2522 E Escondido Rd

City/State/Zip Code:

Kingsville, TX 78363

Telephone Number:

361-595-8023

Federal Tax ID#:

County:

Kleberg

You acknowledge and agree that this agreement (as amended from time to time, this "Agreement") and each Schedule (defined below) represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. "Schedule" means a schedule, in such form as We may accept in our sole discretion, that may be entered into from time to time by You and Us for a lease transaction pursuant to this Agreement. This Agreement and each Schedule can be changed only by a written agreement between You and Us. Other agreements not stated herein or in a Schedule (including, without limitation, those contained in any purchase order or service agreement between You and the equipment supplier(s) (each a "Supplier")) are not part of a Lease (defined below). This Agreement is not a commitment by Us to enter into any Schedule not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Schedule, it being understood that whether We enter into any proposed Schedule shall be a decision solely within Our discretion. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. LEASE OF EQUIPMENT. Each Schedule executed by You represents Your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments and replacements, the "Equipment") upon the terms stated in such Schedule and this Agreement. Each Schedule and the terms of this Agreement which are incorporated by reference into such Schedule shall constitute a separate and independent contract between You and Us and shall be referred to as a "Lease". In the event of any conflict between the provisions of this Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. Each Schedule is binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule, We may insert or correct any information missing in this Agreement or a Schedule, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment shown in a Schedule by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. TERM; AUTOMATIC RENEWAL. The term of each Lease will begin on the date that the related Schedule is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown on such Schedule (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). With respect to each Lease, unless You have a \$1.00 Purchase Option as indicated in the related Schedule, You shall notify Us in writing at least 30 days before the end of a Term (the "Notice Period") that you intend to purchase or return the Equipment at the end of such Term or: (a) the applicable Lease will automatically renew for an additional one-month period (a "Renewal Term") and (b) all terms of such Lease will continue to apply. If You do notify Us in writing within the Notice Period for a given Lease that You intend to purchase or return the related Equipment at the end of the Term of such Lease, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **Each Lease is non-cancelable for the full Term.**

3. UNCONDITIONAL OBLIGATION. With respect to each Lease, You agree that: (i) We are a separate and independent company from the Suppliers, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement or any Schedule; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations under each Lease are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of any Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us under any Lease; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under each Lease.

4. PAYMENTS. With respect to each Lease, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date of such Lease. The payment for this interim period will be based on the Payment shown in the related Schedule prorated on a 30 day calendar month and will be added to Your first invoice. Each Payment Period for a given Lease, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment due under the related Schedule, and (ii) applicable taxes and other charges provided for in the Lease. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay under a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations under the applicable Lease. If We do not receive a payment in full within ten (10) days of its due date, You shall pay a fee equal to 5% of the amount that is late (or the maximum amount permitted by law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of each Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that each Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If any Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Suppliers in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the applicable Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Suppliers for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location specified in a Schedule unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during each Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property, or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, shall comply with all manufacturer's instructions, specified maintenance programs and warranty requirements, and shall not make any permanent alterations to the Equipment. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted, and in compliance with any additional Equipment maintenance and return conditions set forth in the applicable Schedule or any addendum thereto ("Good Condition"). With respect to any Equipment that includes an hour meter/counter ("Meter"), You shall not tamper with, adjust or make the Meter inoperable. You shall keep each such Meter in

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (Identified above) City of Kingsville

Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Lessor")

By: _____ Date: ____/____/____

By: _____ Date: ____/____/____

Print name: Courtney Alvarez Title: City Manager

Print name: _____ Title: _____

Agreement Number: _____

Good Condition at all times, shall immediately notify Us if it becomes inoperable, and shall, at Your expense, promptly undertake such repairs as We deem necessary to restore it to Good Condition. In the event an item of Equipment is used in excess of the Included Engine Hours Per Year designated in the Schedule during the applicable Initial Term and any Renewal Term, You shall pay the applicable Excess Charge (per engine hour) set forth in such Schedule for each engine hour in excess of the Included Engine Hours Per Year ("Excess Engine Hours") for such item of Equipment. Upon return of the Equipment, We (or Our agent) will determine Excess Engine Hours based on the actual Meter readings and/or the number of engine hours the Equipment has been used during the Lease. Excess Charges for Excess Engine Hours shall be billed to You as additional rent following Your return of the Equipment.

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during each Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. With respect to each Lease, You have the choice of satisfying these insurance requirements for a given Lease by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement or any Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent; provided, however, if the Equipment includes any power golf carts, You may rent such cart(s) on a daily or per-round basis to Your patrons at the Equipment Location listed on the applicable Schedule in which case You shall collect from such patrons all sales and use taxes due in connection with such rentals and remit such taxes to the appropriate taxing authorities, and You shall continue performing all Your obligations under the applicable Lease. We may, without notice to You, Transfer Our interests in the Equipment, this Agreement and/or any Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations under this Agreement or any Lease. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement, each Lease and/or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term of each Lease, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment leased under each Lease. With respect to each Lease, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth in the related Schedule (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during a Lease. If You so request and We permit the early termination of a Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of a Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Agreement and each Lease may include a profit to Us and/or the Suppliers.

11. DEFAULT; REMEDIES. With respect to each Lease, You will be in default if (1) You fail to pay any amount due under any Lease within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any Lease or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations under any Lease (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default under a Lease, We may do any or all of the following: (A) cancel such Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due under such Lease, (ii) all remaining Payments for the remainder of the Term of such Lease discounted at a rate of 3% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of such Lease (as shown in Our books and records), discounted at a rate of 3% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due under such Lease to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under any Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and, if invoiced by Us, pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of the applicable Lease, including Your obligation to make Payments and pay all other amounts due thereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement and each Lease shall be deemed fully executed and performed in the state of Iowa and shall be governed and construed in accordance with the laws of the state of Iowa. If Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement or any Lease, You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Lessor's or its Assignee's principal place of business, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement or any Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each Lease shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any Lease is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof or thereof.

14. DOLLAR PURCHASE. This Section only applies to Leases under which You have a \$1.00 Purchase Option, as indicated on the related Schedule. With respect to any such Lease, at the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing under such Lease, if any. You agree that prior to entering into any Lease with a \$1.00 Purchase Option, You could have purchased the Equipment from the Suppliers for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Initial Term. The Time Price equals the Payment amount shown in the related Schedule multiplied by the total number of Payments to be paid over the Initial Term, plus \$1.00. You agree that the Time Price represents only a higher purchase price and does not include an interest component or finance charge. However, if the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the amount We pay the Suppliers ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to such Lease is the rate that will amortize Our Investment down to \$1.00 by applying all periodic Payments as payments (and this rate calculation method assumes that each periodic Payment is received by Us on the due date), and (iv) none of the other fees or costs We may charge You pursuant to such Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

15. MISCELLANEOUS. You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Agreement, a Lease and/or the Equipment. Each Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, with respect to a Schedule, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and each Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement and any Lease. You waive notice of receipt of a copy of this Agreement and any Schedule with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

Schedule to Master Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 866-336-8382

Customer Information:

Customer's Full Legal Name ("You" and "Your"): **City of Kingsville**

Address: **2522 E Escondido Rd**

City/State/Zip Code: **Kingsville, TX 78363**

County: **Kleberg**

Billing Address (if different than Lessee Address shown above)

PO Box 1458

Kingsville, TX 78363

Equipment Information:

☐ See Attached Equipment Schedule

Equipment Location (if different than address shown above):

L.E. Ramey Golf Course

Quantity	Equipment Make, Model & Serial Number	Starting Meter	Included Engine Hours Per Year	Excess Charge (per Engine Hour)
(1)	2015 Jacobsen MH5 Large Area Reel Mower w/ (5) 8 Blade Reel sets		600-900 Hrs/Yr	\$15/Hr
(1)	2015 Jacobsen AR522 Large Area Rotary Mower		600-900 Hrs/Yr	\$15/Hr
(1)	2015 Jacobsen Eclipse 322 Greens Mower w/(3) True Set 15 Blade Greens Reel, (3) Grooved Aluminum Roller		600-900 Hrs/Yr	\$15/Hr
(1)	2015 Jacobsen TurfCat Rotary Mower w/Premium Seat, (1) 72" Side Discharge Deck		600-900 Hrs/Yr	\$15/Hr

Term And Payment Information: Initial Term: **48** months

Payment*: **\$2,298.72** (*plus applicable taxes)

Payment Period is "Monthly" unless otherwise noted here: **monthly**

Security Deposit: **\$0.00**

Documentation/Processing Fee: **\$125.00**

Advance Payment: **\$0.00** applied to:

☐ 1st Payment

☐ Last Payment

☐ 1st and Last Payments

Purchase Option (shall be Fair Market Value unless another option is checked): ☒ Fair Market Value ☐ \$1.00 ☐ Other: _____

This is a Schedule that is being entered into subject to the master agreement referenced below (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the equipment listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment"). This Schedule can be changed only by a written agreement between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

1. LEASE OF EQUIPMENT. You hereby agree to lease from Us the Equipment described above upon the terms and conditions set forth in this Schedule and in the Master Agreement.

2. PURCHASE OPTION. The above Purchase Option may be exercised by You only at the end of the Initial Term of this Lease. If you are in default under this Lease at the time You desire to exercise the above Purchase Option, You must cure such default(s) to Our satisfaction before having the right to exercise such option.

3. MISCELLANEOUS. This Schedule may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of the Master Agreement and this Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Schedule with Our original signature. You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms. **This Lease is non-cancelable for the full Term.**

Customer: (identified above) **City of Kingsville**

Wells Fargo Financial Leasing, Inc. ("We," "Us" and "Our")

By: _____ Date: ____ / ____ / ____

By: _____ Date: ____ / ____ / ____

Print name: **Courtney Alvarez**

Title: **City Manager**

Print name:

Title:

Schedule Number:

Master Agreement Number:

AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT

THIS AMENDMENT TO MASTER EQUIPMENT LEASE AGREEMENT is by and between **City of Kingsville**, as Customer, and **WELLS FARGO FINANCIAL LEASING, INC** as Owner.

BACKGROUND

A. By that certain MASTER EQUIPMENT LEASE AGREEMENT, # _____ dated _____, 20__, by and between Owner and Customer. Owner has agreed to extend financing to Customer upon and subject to the terms and conditions set forth in the MASTER EQUIPMENT LEASE AGREEMENT ("**Agreement**")

B. Owner and Customer desire to amend the terms and conditions of the Agreement, upon and subject to the terms and conditions of this Amendment.

C. All capitalized terms not otherwise defined herein will have the meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. **Paragraph 13- APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** Sentence 1-"This Agreement and each Lease shall be deemed fully executed and performed in the state of Texas and shall be governed and construed in accordance with the laws of the state of Texas.
2. **Paragraph 13- APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** Sentence 2-"...You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Texas..."

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Amendment on the dates set forth below but effective as of the effective date of the Agreement, as set forth above.

 **City of Kingsville**

By: _____

Name: Courtney Alvarez

Title: City Manager

 Date of Execution: _____

WELLS FARGO FINANCIAL LEASING, INC

By: _____

Name: _____

Title: _____

Date of Execution: _____

Delivery & Acceptance Certificate

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 866-336-8382

Title of lease, rental or other agreement: Master Equipment Lease Agreement (the "Agreement")

Lessee/Renter/Customer: City of Kingsville ("Customer")

The Customer named above hereby unconditionally represents and certifies to Wells Fargo Financial Leasing, Inc. ("Wells Fargo"), and agrees, that:

1. The equipment, other personal property and software, if any, described below (collectively, the "Goods") which have been leased or otherwise provided to Customer or otherwise constitutes collateral under the above-referenced Agreement, has been fully delivered and installed at Customer's place of business, has been inspected and tested by Customer and is operating in good working order to Customer's complete satisfaction, meets all of Customer's requirements and specifications, and is hereby irrevocably accepted by Customer.

Equipment List:

(1) 2015 Jacobsen MH5 Large Area Reel Mower w/ (5) 8 Blade Reel sets

(1) 2015 Jacobsen AR522 Large Area Rotary Mower

(1) 2015 Jacobsen Eclipse 322 Greens Mower w/(3) True Set 15 Blade Greens Reel, (3) Grooved Aluminum Roller

(1) 2015 Jacobsen TurfCat Rotary Mower w/Premium Seat, (1) 72" Side Discharge Deck

2. There are no side agreements between Customer and any third party relating to the subject matter of the Agreement, and no cancellation rights have been granted to Customer by Wells Fargo or any third party. There is no "free demonstration" or "test" period for the Goods.

3. Customer has reviewed and understands all of the terms of the Agreement, and Customer agrees that the Agreement cannot be revoked or cancelled or terminated early for any reason.

Customer hereby directs Wells Fargo to pay the vendor/supplier of the Goods. Customer agrees that (i) Wells Fargo may insert the Agreement number (and Master Agreement Number, if applicable) and the date below if either is missing following the Customer's signature below, and (ii) a facsimile or other copy of this document containing your faxed, copied or electronically transmitted signature may be treated as an original for all purposes.

Instruction to Customer: Do NOT sign this Certificate until ALL of the Goods have been delivered, installed, inspected and tested to your satisfaction.

Customer (identified above): City of Kingsville

By: _____

Date: ____ / ____ / ____

Print name: _____

Title: _____

Agreement Number: _____

Master Agreement Number (if applicable): _____

Non-Appropriation Addendum

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Title of lease, rental or other agreement: Master Equipment Lease Agreement (the "Agreement")

Lessee/Renter/Customer: City of Kingsville ("Customer")

This Addendum (this "Addendum") is entered into by and between Customer and Wells Fargo Financial Leasing, Inc. ("Company"). This Addendum shall be effective as of the effective date of the Agreement.

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder; (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. INDEMNIFICATION. To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

4. REMEDIES. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

5. GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): <u>City of Kingsville</u>		Wells Fargo Financial Leasing, Inc.	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name: <u>Courtney Alvarez</u>	Title: <u>City Manager</u>	Print name:	Title:
		Agreement Number:	
		Master Agreement Number (if applicable):	

Customer Insurance Certification

Lessee: City of Kingsville

Application Number: 880431

Liability Coverage

- ☒ Minimum coverage of \$1 million
☒ Wells Fargo Financial Leasing to be listed as additional insured.

Name of Insurance Agency:

Phone Number of Agency:

Mailing Address of Agency:

Fax Number of Agency:

Email Address of Agency:

Property Coverage (Complete if a different provider from above)

- ☒ Value of equipment covered ☐ All Risk Physical Damage Insurance
☒ Wells Fargo Financial Leasing to be listed as the Lenders loss payable endorsement.

Name of Insurance Agency:

Phone Number of Agency:

Mailing Address of Agency:

Fax Number of Agency:

Email Address of Agency:

"In accordance with the term of our Master Equipment Lease Agreement with Wells Fargo Financial Leasing, Inc. ("Wells Fargo"), we maintain the liability and property insurance coverage as described above. We hereby authorize Wells Fargo to contact the agencies identified above and further authorize the agencies to issue insurance certificates to Wells Fargo."

Lessee Signature

Date

Send to Wells Fargo Financial Leasing, Inc. via mail to: Wells Fargo Financial Leasing, Inc., Golf and Turf Division, MAC# N0005-044, 800 Walnut Street, Des Moines, IA 50309; **or via Fax to:** Wells Fargo Financial Leasing, Inc., attn: Golf and Turf Division Fax #866-336-8375.

Office Use Only

Contact Date:	Contact Name:
Insurance Company(s):	
Policy No(s):	Expiration Date(s):
Insured Value:	
Named Sole Loss Payee: Wells Fargo Financial Leasing, Inc.	
Verified By:	
<input type="checkbox"/> YES <input type="checkbox"/> WILL BE ADDED	
Additional Insured: Wells Fargo Financial Leasing, Inc.	
Public Liability Insurance Limits:	
<input type="checkbox"/> YES <input type="checkbox"/> WILL BE ADDED	

Authorization for Automatic Payment Plan

WELLS
FARGO

Wells Fargo Financial Leasing, Inc. | 800 Walnut Street, 5th Floor | Des Moines, Iowa 50309 | Phone: 866-497-6661

Title of lease, rental or other agreement: Master Equipment Lease Agreement (the "Agreement")

You authorize regularly scheduled payments and all other obligations due and owing under or in connection with the above-referenced Agreement to be made from your account referenced below (the "Debit Account"). Your payments will be made automatically on the contract due date as indicated on your invoice. Proof of payment will appear with your bank statement.

The authority you give to charge your Debit Account will remain in effect for the above-referenced Agreement until you notify us that you wish to terminate the authorization and we have had a reasonable opportunity to act on it.

Please make your regular payment until your invoice indicates that the Automatic Payment Plan is in effect.

I authorize Wells Fargo Financial Leasing, Inc. ("Creditor") to initiate electronic debit entries to the Debit Account (and, if necessary, electronically credit such Debit Account to correct erroneous debits). I understand that this authority will remain in effect until I notify Creditor in writing at the address or fax number set forth below that I wish to revoke this authorization in such time as to afford Creditor a reasonable opportunity to act on it. I understand that Creditor needs at least 3 days' prior written notice to revoke this authorization. Funds transfers to or from the Debit Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH"). I agree that electronic debit entries that I authorize comply with all applicable laws, rules and regulations.

City of Kingsville

Company Name

Company Address

Authorized Signature and Title

Date

Bank Name

City

State

Account Number

Bank ABA / Routing Number (For checking account, located between the symbols :000000000: on the bottom of your check)

This is a **checking / savings** account. (Circle one).

PLEASE RETURN TO:

Wells Fargo Financial Leasing, Inc.
MAC N0005-055
800 Walnut Street
Des Moines, IA 50309

Or Fax to (888) 241-4382
Or E-mail to customerservice@financialservicing.net

FOR OFFICE USE ONLY

CCAN Number

Payment Due Date(s) _____

Agreement Number:

Comments:

From: (361) 595-8023
DAVID MASON
CITY OF KINGSVILLE
2522 E ESCONDIDO RD

KINGSVILLE, TX 78363

Origin ID: CRPA

FedEx
Express

J151215022303uv

SHIP TO: (515) 557-4195
SHERI BUTTREY
WELLS FARGO FINANCIAL
800 WALNUT ST
N0005-044 FL 04
DES MOINES, IA 50309

BILL SENDER

Ship Date: 29MAY15
ActWgt: 0.5 LB
CAD: 104057607/VVSX12600

Delivery Address Bar Code



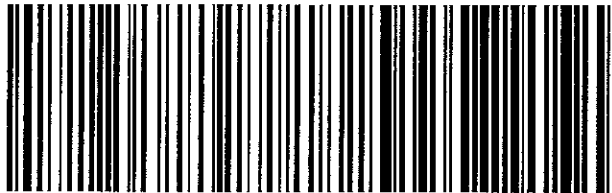
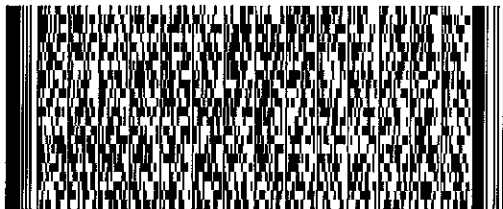
Ref # 0027344

RMA #:
Return Reason:

RETURNS MON-FRI
STANDARD OVERNIGHT

TRK# 7950 4023 2346
0221

50309
IA-US



537J3/C918/EE4B



6612 W. Hwy. 84
Waco, TX 76712
Phone (254) 776-4663 Fax (254) 776-0290

Bill To:

Jimmy Saenz, Superintendent
LE Ramey GC
Cell# 806-300-6961
Email: tincup599@gmail.com

Quotation

DATE May 22, 2015
Quotation # 05-23424
Customer ID 8562

Quotation valid until: June 21, 2015
Prepared by: Ken Bramble



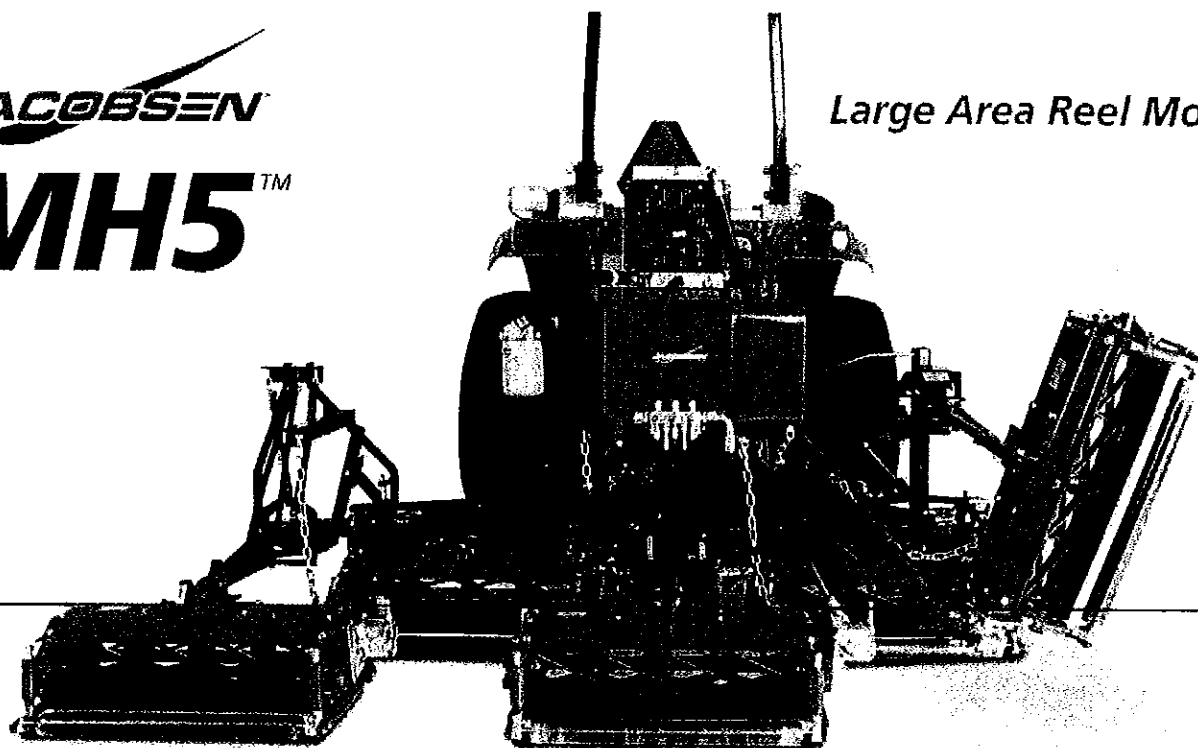
Buy Board Contract #447-14

	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	AMOUNT
1		LBMA405, MH5 Less cutting units	\$ 16,040.00	\$ 11,709.20	\$ 11,709.20
2		LMAC603-L, 8 Blade Reel (2 required)	\$ 2,790.00	\$ 2,036.70	\$ 4,073.40
3		LMAC603-R, 8 Blade Reel (3 required)	\$ 2,790.00	\$ 2,036.70	\$ 6,110.10
					\$ 23,892.70
1		AR522 Large Area Rotary Mower, mdl# 068132	\$ 64,893.00	\$ 47,371.89	\$ 47,371.89
1		Eclipse 322, Hybrd / Diesel, Greens Mower mdl# 062851	\$ 41,059.00	\$ 29,973.07	\$ 29,973.07
3		True Set 15 Blade Greens Reel mdl# 062833	\$ 2,078.00	\$ 1,516.94	\$ 4,550.82
3		Grooved Aluminum roller mdl# 068614	\$ 338.00	\$ 246.74	\$ 740.22
					\$ 35,581.92
1		Jacobsen TurfCat w/Premium seat, Mdl# 069180-2212	\$ 20,300.00	\$ 14,819.00	\$ 14,819.00
1		72" Side Discharge Deck Mdl# 069194	\$ 4,758.00	\$ 3,473.34	\$ 3,473.34
					\$ 18,292.34
		Total Equipment Package Cash Price	\$ 122,821.04		

JACOBSEN[™]

MH5[™]

Large Area Reel Mower



The Jacobsen MH5 tractor-mounted large area reel mower provides a unique, cost-effective alternative to traditional reel mowers. With the ability to mow, verticut or scalp down, the MH5 turns your tractor into a versatile and efficient turf maintenance tool. Achieve excellent ground contour following and productivity with fully floating cutting units and a 135 in. width-of-cut. Each reel is hydraulically driven with enough power and ruggedness to handle even the toughest conditions.

- **Simple design** for easy operation and maintenance.
- **Individually hydraulically controlled reels** allows operation of three, four or all five reels to maintain tight spaces or provide added power to each reel for especially tough jobs.
- **Maintain peak performance** and lower oil temperature in even the hottest of climates with thermally actuated electric fan.
- **Reel drive** operates in forward for mowing or reverse for easy backlapping.

QUICK SPECS

Drive: Hydraulically driven using tractor PTO (standard 1.38" (3.5 cm) diameter, 6-spline, 540 RPM)

Mount:
Three-point hitch

Horsepower Requirements: Minimum 40-hp (29.2 kW) tractor, 50 hp (36.7 kW) recommended

Reels:
5-gang reel setup with 6 or 8-blade 7.8" (19.8 cm) diameter reels; verticut reels available

Height-of-Cut: .31" to 1.93" (.78 cm to 4.9 cm)

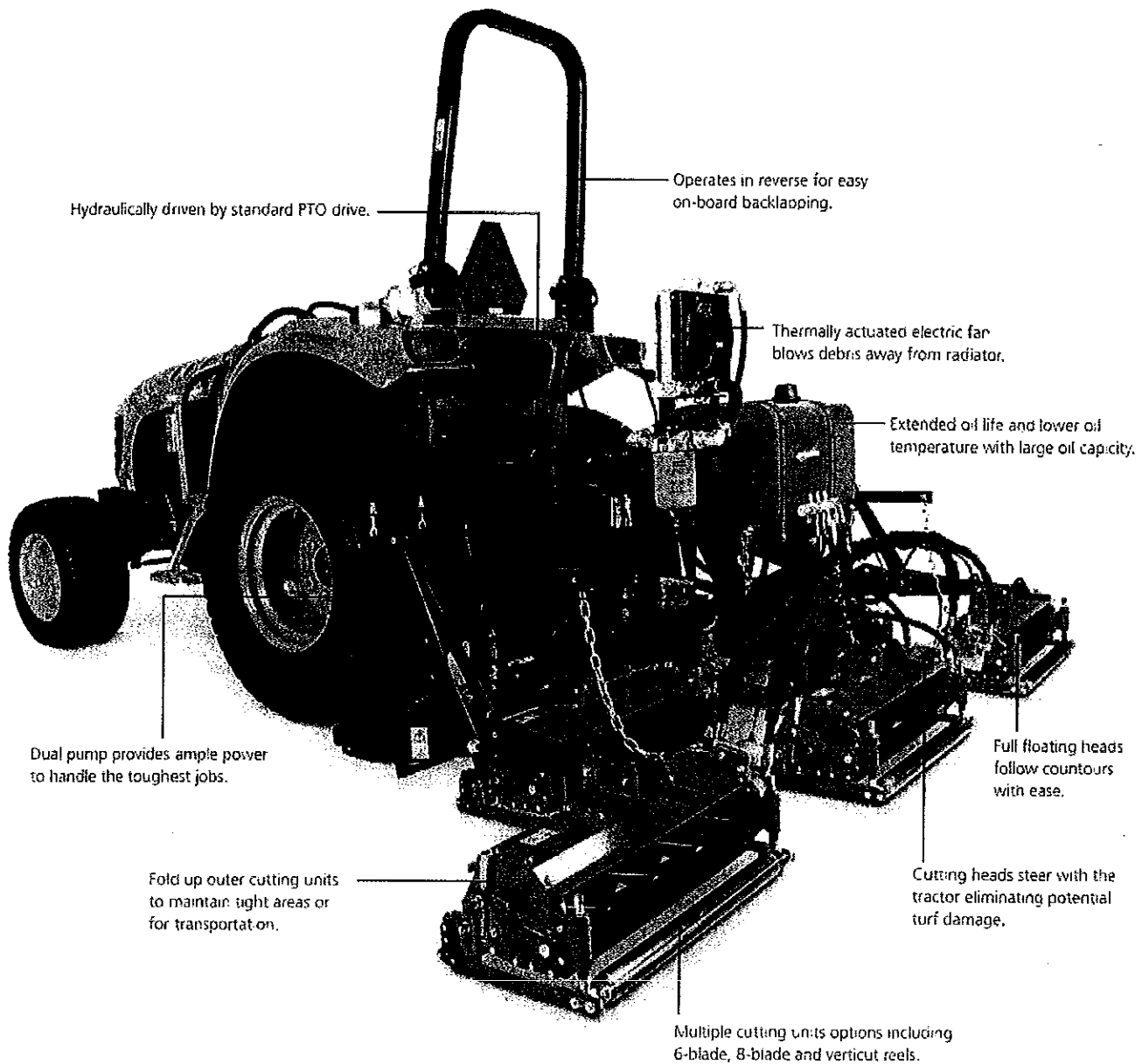
Width-of-Cut: 135" (343 cm)

Weight: 1,323 lbs. (600kg)

MH5™

PRODUCT WALKAROUND

Large Area Reel Mower



NOTE: Specifications, while correct at time of printing, may change without notice.

1.888.922.TURF | www.jacobsen.com

JACOBSEN

JACOBSEN[®]

AR522[™]

Contour Rotary Mower



The AR522[™] five-gang rotary mower equipped with SureTrac[™] four-wheel drive traction, weight transfer control, and TrimTek[™] decks allows you to glide over contours and climb hills with ease. Ideal for maintaining intermediate golf roughs, greens and tee surrounds, and sports and recreational fields.

- **Five, fully floating 22 in. (56 cm) TrimTek[™] contour rotary decks** are the ideal size to mow hilly terrain with sharp undulations and reduce the chance of scalping.
- **TrimTek[™] deck design with exclusive downdraft blade** keeps clippings suspended longer for exceptional mulching results. Three-tiered discharge opening distributes clippings evenly for a superior after-cut appearance.
- **SureTrac[™] 4WD** parallel-cross-series system automatically transfers power where needed to provide superior traction for hill climbing and side slope operation.
- **Maintenance free, wet parking brakes** deliver safe braking on even the steepest of slopes and reduce total cost of ownership with no linkages or pads to service or adjust.



Factory-filled with
GreensCare[™] Biodegradable
Hydraulic Fluid

QUICK SPECS

Engine: Kubota - diesel

Cutting Units: Five, TrimTek[™] 22 in. (55.9 cm) rotary cutting decks

Height-of-Cut: 0.75 – 5.25 in. (19 – 133 mm) in 0.25 in. (6 mm) increments

Width-of-Cut: 90 in. (2.3 m)

Dimensions:

Weight: 3691 lbs. (1674 kg); 3851 lbs. (1747 kg)

Length: 130 in. (3.3 m)

Height: ROPS Up: 89 in. (2.26 m)
ROPS Down: 61 in. (1.55 m)

Width: 98 in. (248.9 cm)

AR522™

SPECIFICATIONS

Engine	068131	068132
Type	Kubota® V2403-M-DI 4-cylinder, liquid-cooled diesel	Kubota® V2403-CR-E4B 4-cylinder, liquid-cooled diesel
Rated Horsepower*	48.9 hp (36.5 kW)	50.2 hp (37.4 kW)
Emission Level	EPA Tier 4 Interim (EU Stage IIIA)	EPA Tier 4 Final (EU Stage IIIB)
Displacement	148.5 cu. in. (2.434 L)	
Air Cleaner	2-stage Donaldson® dry cartridge type with evacuator valve and service indicator	
Cooling System	Side-by-side radiator/hydraulic oil cooler; pressurized; 8 qt. (7.6 L) capacity	
Lubrication	Fully pressurized	
Fuel Capacity	17 gal. (64.4 L)	
Oil Filter Type	Full-flow, replaceable spin-on remote type	
Electrical System	12V input/output controller; 45-amp alternator; 600 CCA battery	
Speed (Maximum)		
Mowing	7 mph (11.3 km/h)	
Transport	12 mph (19.3 km/h)	
Reverse	5 mph (8.1 km/h)	
Traction and Drive		
Traction System	SureTrac™ 4WD, parallel-cross-series system servo-controlled variable displacement hydro; four high-torque wheel motors; 2WD in reverse	
Deck Drive	2-section pump and direct-cooled deck motors	
Hydraulic System	14 gal. (53 L) capacity; hydraulic tank oil level monitor and horn alarm, GreensCare biodegradable fluid; full-flow, 10-micron filter, 40 gpm	
Hydraulic Cooling	Side-by-side radiator/hydraulic oil cooler; pressurized	
Tires, Brakes and Steering		
Front Tires	Two 26.5 x 14-12, 6-ply turf tread	
Rear Tires	Two 22.5 x 10-8, 4-ply turf tread	
Brakes	Dynamic, through traction system	
Parking Brake	Wet parking brakes integrated in front wheel motors; engage switch on control console	
Steering	Rear wheel, hydrostatic power steering with tilt adjustable steering wheel	
Decks and Cutting Units		
Number and Size	Five, TrimTek™ 22 in. (55.9 cm) rotary cutting decks. Equipped for rear-discharge or mulching, with full-length rear roller and scraper	
Deck Construction	7-gauge, heavy duty welded with pressed steel	
Caster Wheels	Ten, 5.0 x 4.0 in. (12.7 x 10.2 cm) with greaseable tapered roller bearings	
Decks Lift/Lower	Hand operated, joystick controlled hydraulic lift system	
Weight Transfer	Adjustable hydraulic weight transfer - automatic electronic activation at operator controls	
Blades	Five, 22.4 in. (56.8 cm) heat treated alloy combo blades	
Motor/Spindle	Fixed displacement, self-lubricating with 1 in. (2.54 cm) diameter shaft; double sealed bearings	
Height-of-Cut	0.75 - 5.25 in. (19 - 133 mm) in 0.25 in. (6 mm) increments; minimal tools required for adjustment	
Overall Cutting Width	90 in. (2.3 m)	
Cutting Capacity	Up to 6.4 acres/hr at 7 mph (2.59 ha/h at 11.27 km/h) (no overlaps or stops)	
Fuel Economy & Runtime <small>(dependent on operator & turf conditions)</small>	1.09 gal/hr (4.13 L/hr) fuel consumption at 40% load; Up to 15.6 hours on single tank of fuel	1.10 gal/hr (4.16 L/hr) fuel consumption at 40% load; Up to 15.5 hours on single tank of fuel
Weight and Dimension		
Weight (full tank, less operator)	3691 lbs. (1674.2 kg)	3851 lbs. (1747 kg)
Length	130 in. (3.3 m)	
Height	ROPS Up: 89 in. (2.26 m); ROPS Down: 61 in. (1.55 m); Ballcage: 84.5 in. (2.15 m)	
Wheelbase	63 in. (1.6 m)	
Width	98 in. (2.49 m)	

Contour Rotary Mower

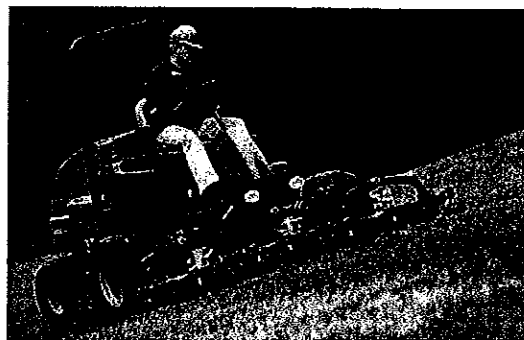
PRODUCT CONFIGURATION

EQUIPPED STANDARD

- ✓ Five, TrimTek™ decks for mulching or rear discharge
- ✓ Full-length rear rollers and scraper bars
- ✓ SureTrac 4WD
- ✓ Foldable ROPS with seat belt
- ✓ Suspension seat with armrests
- ✓ Onboard control module with diagnostic lights
- ✓ Headlights
- ✓ GreensCare™ biodegradable hydraulic fluid

ACCESSORIES

- ☐ Canopy/Sunshade
 - ☐ Ball cage - 6-post ROPS, canopy, Lexan windshield, metal mesh protective surround
 - ☐ Air-ride suspension seat
- ### GENUINE SERVICE PARTS
- ☐ Combo blade (standard)
 - ☐ High lift blade
 - ☐ Low lift blade
 - ☐ GreensCare™ 68 and GreensCare Plus 68 biodegradable fluid



AR522 with SureTrac 4WD

*Engine horsepower is provided by engine manufacturer. Actual operating power output may vary due to conditions of specific use.

Due to emission regulations and fuel compatibility, model availability may vary by country. Please contact your nearest distributor for full details.

NOTE: Specifications, while correct at time of printing, may change without notice.

JACOBSEN

1.888.922.TURF | www.jacobsen.com

©2014 Jacobsen division of Textron. All rights reserved.
10068/Rev3/P3M/May 2014

JACOBSEN

Riding Greens Mowers

ECLIPSE® 322



ECLIPSE® 322



The industry's only 15-blade reel from Jacobsen – the highest productivity and quality-of-cut ever designed into a reel.

With no hydraulics and better control, the Jacobsen ECLIPSE® 322 riding greens mower delivers the highest quality-of-cut and lower operating costs.

QUICK SPECS

Power:

Battery: 48V lead acid (six 8 volt 190A deep cycle)

Hybrid Gas: 13.3 hp (9.9 kW)

Briggs & Stratton Vanguard V-Twin air cooled

Hybrid Diesel: 13.3 hp (9.9 kW)

Kubota Z482 2-cylinder diesel liquid cooled

Width-of-Cut:

62 in. (1.6 meters)

Height-of-Cut:

.062 - .438 in. (1.6 - 11.1 mm)

Mow Speed:

0 - 5 mph (0 - 8.9 km/h), electronically adjustable

Cutting Units:

Three 22 in. (.56 m) reels, 5 in. (12.7 cm) diameter with 7, 9, 11 or 15 blades

ECLIPSE® 322

NO HYDRAULIC OIL LEAKS - EVER

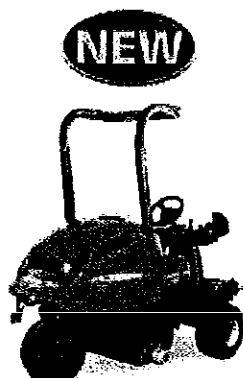
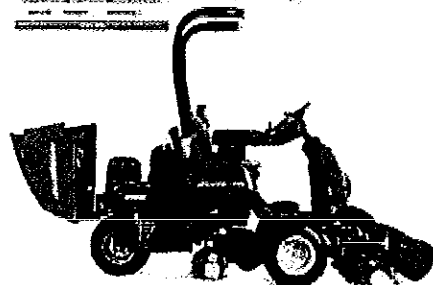
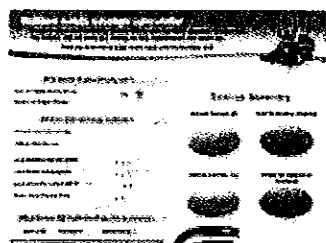
- No chance of turf damage since there is no hydraulics on the machine.
- No filters to change or hoses and valves to worry about equals less maintenance.

GREATER CONTROL, BEST IN CLASS QUALITY-OF-CUT

- Program your frequency of clip, mow speed, transport speed, and other setting through a password protected menu to deliver consistent results regardless of the operator. Change your settings as course conditions change throughout the year.
- Features the Jacobsen Classic XP™ Reels known to deliver the best quality-of-cut in the industry.

LOWER OPERATING COSTS

- Battery units can lower annual operating cost by 86% through fuel savings up to 630 gallons of fuel, 26 fewer gallons of waste oil and reduce scheduled maintenance.
- Hybrid units can lower annual operating cost by 35% through fuel savings up to 180 gallons of fuel and 18 fewer gallons of waste oil.
- See how much you can save with the online cost calculator at www.ECLIPSE322.com



AVAILABLE MODELS

ECLIPSE 322 BATTERY

ECLIPSE 322 HYBRID GAS

ECLIPSE 322 HYBRID DIESEL

ECLIPSE 322 3-WHEEL DRIVE (ALL MODELS)

PRODUCT CONFIGURATION

EQUIPPED STANDARD

- ✓ EXCLUSIVE programmable frequency of clip, mow speed, transport speed, reel speed (in no FOC mode) & cross cut position
- ✓ One touch up/down joystick controls for reels
- ✓ On board diagnostic through LCD screen
- ✓ Center swing out reel
- ✓ On board backlapping
- ✓ Grass catchers
- ✓ Automatic parking brake
- ✓ Durable welded reel frame construction
- ✓ Regenerative braking
- ✓ LED headlight
- ✓ ROPS
- ✓ On board battery charger (battery units only)
- ✓ One point battery watering system (battery units only)

CUTTING UNITS

- ☐ 22 in. (55.9 cm) 15, 11, 9 or 7 blade reel
- ☐ 22 in. (55.9 cm) Verticut reel, .75 in. (19 mm)

ROLLERS

- ☐ 22 in. (55.9 cm) Grooved assembly steel disc roller – 2 in. (5.1 cm) diameter
- ☐ 22 in. (55.9 cm) Grooved segmented machined aluminum roller – 2 1/4 in. (5.7 cm) diameter
- ☐ 22 in. (55.9 cm) Solid tube steel roller with scraper (light duty) – 2 in. (5.1 cm) diameter
- ☐ 22 in. (55.9 cm) Solid tube steel roller with scraper (heavy duty) – 2 in. (5.1 cm) diameter
- ☐ 22 in. (55.9 cm) Grooved machined steel roller – 2-3/16 in. (5.6 cm) diameter
- ☐ 22 in. (55.9 cm) Grooved machined aluminum roller – 2-3/16 in. (5.6 cm) diameter

ACCESSORIES

- ☐ Turf Groomer, 22" width and .25" or .50" spacing
- ☐ Quick Roll greens roller
- ☐ Spiker
- ☐ Powered rear roller cleaning brush
- ☐ High cut kit – 15/16 in. (2.4 cm) when used with 2-3/16 in. (5.6 cm) roller
- ☐ Reel conversion kit - converts G-Plex or GP400 reels to Eclipse 322
- ☐ Premium seat – Grammer seat in gray vinyl with suspension base, adjustable brackets
- ☐ LED light kit, ROPS mounted
- ☐ Dew whip holder
- ☐ Canopy/Sunshade kit - adjustable
- ☐ Tow bar
- ☐ Traction tire assembly 18 x 9.5 x 8 (wheel and tire)
- ☐ International charger kit for battery units 220V and IEC Standard

Programmable frequency of clip (FOC) can be tailored to achieve the most consistent playing conditions and healthiest turf conditions, regardless of the operator.



Full on-board diagnostics and monitoring are displayed through an LCD screen and on LED readouts. No additional diagnostic tools or attachments required.

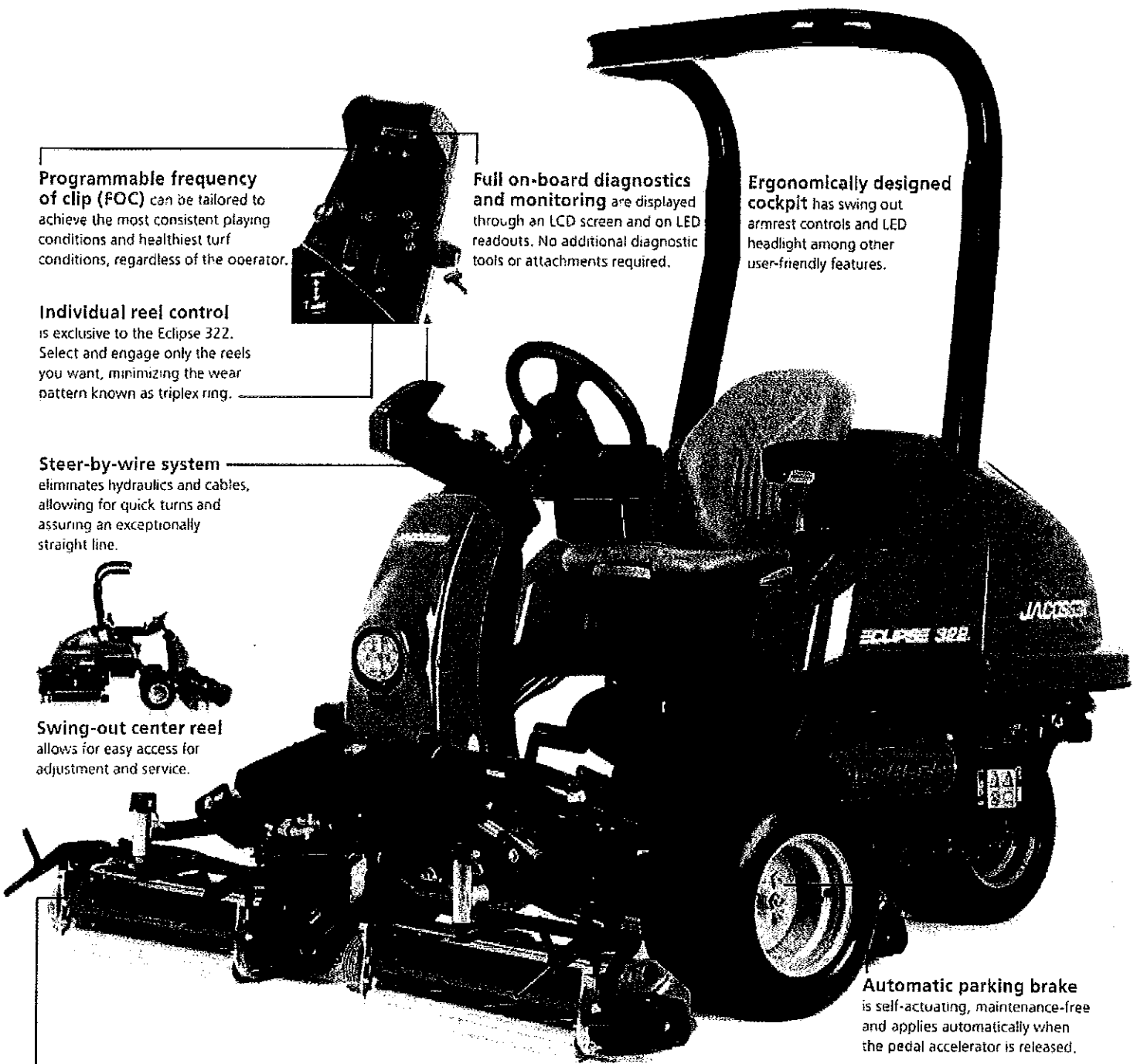
Ergonomically designed cockpit has swing out armrest controls and LED headlight among other user-friendly features.

Individual reel control is exclusive to the Eclipse 322. Select and engage only the reels you want, minimizing the wear pattern known as triplex ring.

Steer-by-wire system eliminates hydraulics and cables, allowing for quick turns and assuring an exceptionally straight line.



Swing-out center reel allows for easy access for adjustment and service.



Automatic parking brake is self-actuating, maintenance-free and applies automatically when the pedal accelerator is released.

Greens Management System includes Jacobsen Classic XP™ Reels and multiple optional attachments that increase the versatility of the Eclipse 322.



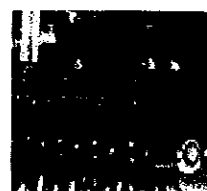
VERTICUTTERS



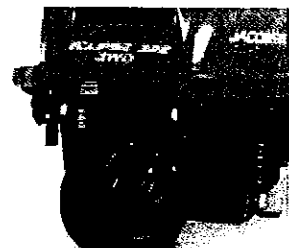
QUICK ROLL™



TURF GROOMERS®



SPIKER



Optional 3-wheel drive model offers superior climbing ability on tees, approaches and fairways. A 3-wheel drive upgrade kit is available for existing 2-wheel drive models.

ECLIPSE® 322

SPECIFICATIONS

Power	Battery	Hybrid Gas	Hybrid Diesel
Engine		Briggs and Stratton Vanguard V-Twin; air-cooled; 13.3 hp	Kubota Z482 2-cylinder diesel; liquid cooled; 13.3 hp
Generator		48V, 5.8 kW Continuous	
Displacement		29.23 cu. in. (479 cc)	
Battery Pack	48V (six 8 volt 190AH deep cycle lead acid batteries) with single point watering system		
Battery Charger	On-board high frequency charger 18 amp, 48V DC output, 85-265V AC 45-65 Hz input		
Traction & Drive System			
System Voltage	48V nominal		
Traction Drive 2WD / 3WD	Front / 2WD - AC; 4.4 hp (3.3 kW) continuous / Rear / 3WD - PM; 3.2 hp (2.4 kW)		
Reel Drive	One brushless DC motor per reel; 1.3 hp (0.97 kW) continuous		
Reel Lift	One linear actuator per reel with individual control		
Tires, Brakes & Steering			
Tires 2WD / 3WD	2WD, 3 - 18 x 10.5 x 8 4-ply / 2 (front) - 18 x 10.5 x 8 4-ply and 1 (rear) 18 x 10.5 x 10 4-ply		
Parking Brake	Automatic electro-magnetic multi-plate		
Steering	Variable ratio by-wire steering with feedback control		
Speed			
Mowing	0 - 5.0 mph (0 - 8.9 kph); electronically adjustable max speed		
Transport	0 - 9.0 mph (0 - 14.5 kph); electronically adjustable max speed		
Reverse	0 - 4.0 mph (0 - 6.4 kph)		
Weight & Dimensions			
Weight 2WD	1394 lbs. (632 kg) with all fluids	1322 lbs. (599 kg) with all fluids	1362 lbs. (618 kg) with all fluids
Weight 3WD	1432 lbs. (649 kg) with all fluids	1360 lbs. (616 kg) with all fluids	1401 lbs. (635 kg) with all fluids
Length with Catchers On	101 in. (2.57 m)		
Height with ROPS	79.3 in. (2.01 m)		
Wheel Base	52 in. (1.32 m)		
Width	58.75 in. (1.5 m) outside of tires		
Overall Width	67.7 in. (1.72 m) with reels		
Ground Clearance (at reels)	Front: 6.125 in. (15.5 cm) Rear: 4.25 in. (10.8 cm)		
Turning Circle	Inside: 20.25 in. (0.51 m) Outside: 144.25 in. (3.7 m)		
Fuel Capacity		5 gal. (19 L)	
Approximate Run Time per Tank		10 hrs.	15 hrs.
Approximate Run Time per Charge	3 - 3.5 hrs.		
Approximate Recharge Time	4 - 6 hrs.		
Operator Levels			
Operator Ear Noise Level		84 dBA	
Reels & Blades			
Number and Size	Three 22 in. (0.56 m) reels; 5 in. (127 mm) diameter		
Number of Blades	7, 9, 11, 15		
Cutting Frequency	0.05 - 0.25 in. (1.2 - 6.3 mm) with 11 blade reel; electronically adjustable		
Overall Cutting Width	62 in. (1.6 m)		
Height of Cut Range (depending on turf condition and bedknife installed)	0.062 - 0.438 in. (1.6 - 11.1 mm)		
Backlapping	Standard on-board backlapping		
Reel Weights	7 blade reel, 86 lbs, 9 blade reel, 87 lbs, 11 blade reel, 89 lbs, 15 blade reel, 92 lbs		

15-Blade Reel

One More "Reel" Reason
Jacobsen® is a Cut Above
The Rest

Introducing the industry's first 15-blade reel from Jacobsen – the highest productivity and quality-of-cut ever designed into a reel.



*Engine horsepower is provided by engine manufacturer. Actual operating power output may vary due to conditions of specific use.

NOTE: Specifications, while correct at time of printing, may change without notice.

JACOBSEN

TurfCat®

Large Area Rotary Mower



The Jacobsen® TurfCat® is a multi-purpose machine that provides lowest cost of ownership in its class. The simple yet powerful design is efficient to operate and easy to maintain. It can mow down thick grass or produce the fine cut striping effects required for sports fields and other applications or remove debris and snow.

- **Hydraulic deck and traction drives** are easier to maintain than mechanical systems. No gear box, belts, pulleys, drive shaft or clutch to worry about. Eliminating over 15 grease points and 212 service parts compared to competitive products.
- **Nine different deck configurations** with 60, 63 or 72 in. (1.5, 1.6 or 1.8 m) widths-of-cut, with rear discharge, side discharge and mulching options as well as a fine cut flail.
- **Multipurpose fine-cut flail deck option** is rugged, provides safe downward discharge of debris and a beautiful striping effect with easy adjustment. It can also be used as an aerification core destroyer.
- **2WD or 4WD** for operating on various types of terrain
- **Year round use** with available cab, rotary brush, plow, snow blower and turbine blower.

QUICK SPECS

Engine: Kubota® Diesel

Cutting Deck:

60 in. rear discharge, 63 in. side discharge

72 in. rear discharge, 72 in. side discharge

60 in. fine cut flail

Height-of-Cut: Rotary deck 1 – 4.75 in. (2.4 – 121 mm)

Flail 0 – 4 in. (0 – 102 mm)

Width-of-Cut: 60, 63 and 72 in. (1.5, 1.6 and 1.8 m)

Dimensions:

Weight: 2WD: 1640 lbs (744 kg)

4WD: 1720 lbs (780 kg)

Length: 95 in. (2.2 m) without cutting unit

Height: 83 in. (2.12 m) with ROPS up

57 in. (1.4 m) with ROPS folded

Width: 52 in. (1.32 m) without cutting unit

TurfCat®

SPECIFICATIONS

Engine	
Type	Kubota® D1105 E4B 4-cycle, 3-cylinder, liquid-cooled
Displacement	68.53 cu. in. (1.123 L)
Rated Horsepower*	24.8 hp (18.5 kw)
Air Cleaner	Dry type with dust evacuator
Cooling	Pressurized, sealed cooling system; coolant capacity: 6.8 qt. (6.4 L)
Lubrication	Fully Pressurized
Oil Filter	Full-flow, replacement spin-on type
Electrical System	40 amp alternator with 12V 410 CCA battery, fuse protected
Fuel Capacity	9 gal. (34 L)
Traction and Drive	
Traction System	Variable displacement hydraulic pump directly mounted to engine; individual hydraulic wheel motors
Deck Drive	Hydraulic PTO with hydraulic gear pump and motor with electro-hydraulic control valve
Hydraulic System	6.8 gal (25.7 L) capacity
Hydraulic Cooling	Full-flow filter with oil cooler
Tires, Brakes and Steering	
Tires	Front: 23 x 10.5, 4-ply, turf tread Rear: 20x10, 4-ply, turf tread
Service Brakes	Hydrostatic
Parking Brakes	Foot pedal actuated parking brake
Steering	Hydrostatic with rear wheel steering
Speed	
Transport	0-10 mph (0-16 km/h)
Mow	0-10 mph (0-16 km/h)
Reverse	0-4 mph (0-6.4 kph)
Decks and Cutting Units	
Construction	Welded 11-gauge high-strength steel
Caster Wheels	Two 11 x 4.5 pneumatic, tubeless, 4-ply -side discharge decks Two 9 x 3.5 semi-pneumatic - rear discharge decks
Cutting unit lift	Switch operated, electro hydraulic lift system
Weight transfer	Hydraulic weight transfer adjustable under seat
Motor / spindle	Fixed displacement hydraulic spindle motor with 1 in. diameter shaft, self lubricated bearings.
Height-of-cut	1-4.75 in. (25.4-121 mm) in 0.25 in. (6 mm) increments - rotary decks 0-4 in. (0-101 mm) in 0.5 in. (12 mm) increments - fine cut flail
Cutting capacity	60 in.= up to 3.3 acres (1.3 ha) per hour at 5.5 mph (9 km/h) 63 in.= up to 3.5 acres (1.4 ha) per hour at 5.5 mph (9 km/h) 72 in.= up to 4 acres (1.6 ha) per hour at 5.5 mph (9 km/h)
Overall cutting width	60 in. (1.52 m), 63 in. (1.60 m) or 72 in. (1.82 m)
Weight and Dimensions	
Weight	2WD: 1,640 lbs. (744 kg) 4WD: 1,720 lbs. (780 kg)
Length (with Deck)	88 in. (2.2 m)
Height	ROPS up 83 in. (2.12 m) ; Cab installed 84 in. (2.13 m) ; ROPS folded 57 in. (1.45 m)
Wheelbase	53 in. (1.35 m)
Width (without Deck)	52 in. (1.32 m)

* Engine horsepower is provided by engine manufacturer. Actual operating power output may vary due to conditions of specific use.

NOTE: Specifications, while correct at time of printing, may change without notice.

Large Area Rotary Mower

PRODUCT CONFIGURATION

EQUIPPED STANDARD

- ✓ Foldable ROPS with seat belt

CUTTING UNITS

- ☐ 60 in. (1.5 m) rear discharge deck – hydraulic drive
- ☐ 63 in. (1.6 m) side discharge deck – hydraulic drive
- ☐ 72 in. (1.8 m) rear discharge deck – hydraulic drive
- ☐ 72 in. (1.8 m) side discharge deck – hydraulic drive
- ☐ 60 in. (1.5 m) flail mower – hydraulic drive

ACCESSORIES

- ☐ Carefree caster tires (for side discharge decks)
- ☐ Leaf mulcher kit for all rotary decks
- ☐ Canopy
- ☐ Additional counterweight
- ☐ Cab
- ☐ Class I Hitch

GENUINE SERVICE PARTS

- ☐ 21 in. (53 cm) low left blade for 60 in. (1.5 m) rear discharge deck
- ☐ 22 in. (56 cm) high left blade for 63 in. (1.6 m) side discharge deck
- ☐ 25 in. (64 cm) low blade for 72 in. (1.8 m) rear discharge deck
- ☐ 25 in. (64 cm) high lift blade for 72 in. (1.8 m) side discharge deck
- ☐ 10W-30, 2.5 gallon (9.5 L) pail, 2 pack
- ☐ 10W-30, 5 gallon (18.9 L) pail
- ☐ GreensCare™ 68 and GreensCare™ Plus 68 biodegradable fluid

THIRD-PARTY ACCESSORIES

- ☐ Rotary brush
- ☐ Front blades
- ☐ Turbine blower
- ☐ Snow blower

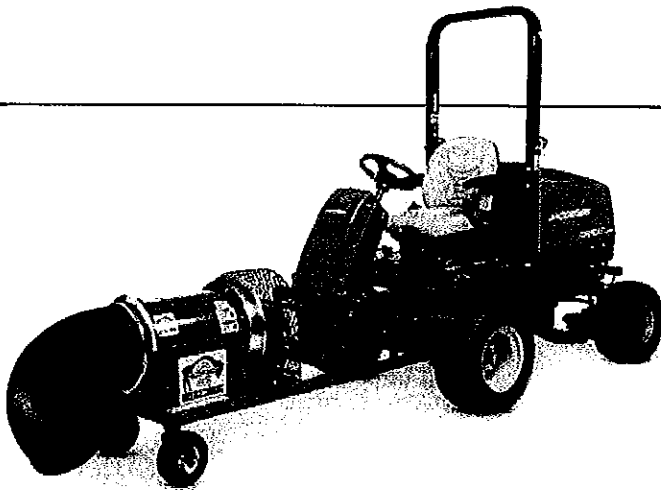
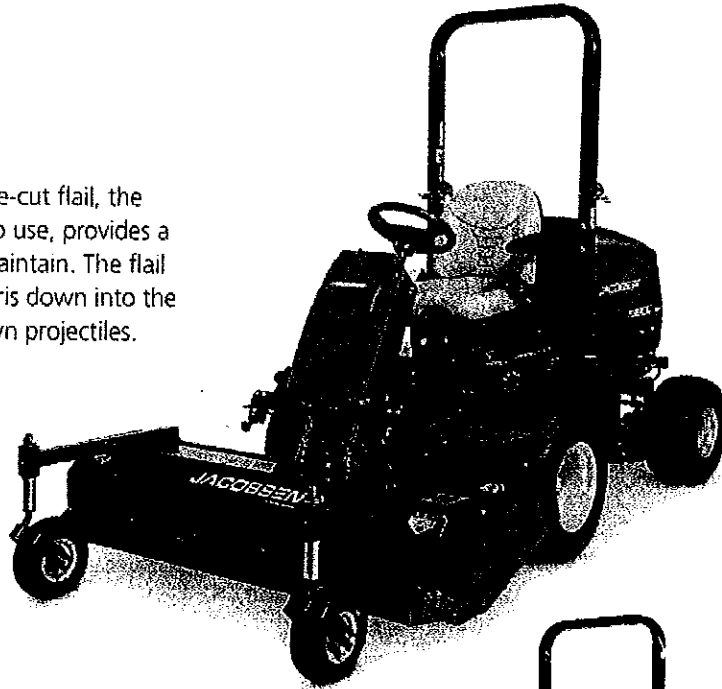


JACOBSEN

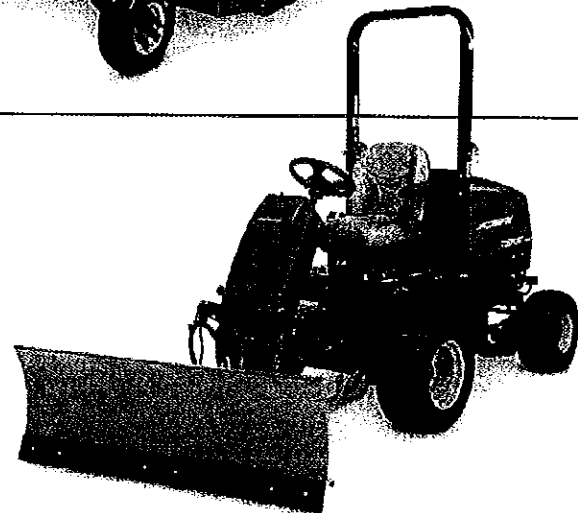
1.888.922.TURF | www.jacobsen.com

ADDITIONAL ATTACHMENTS

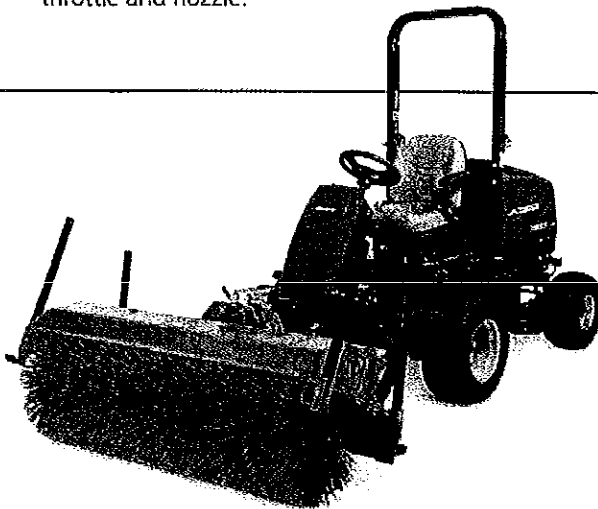
- **Fine-Cut Flail** – the industry's only 60-inch fine-cut flail, the attachment has a unique design that is safer to use, provides a superior after-cut appearance and is easy to maintain. The flail deck's fine-cut blades discharge grass and debris down into the turf, significantly reducing the danger of thrown projectiles. The unit's double-edged blades stay sharp longer than rotary blades, reducing cost of ownership and maintenance.



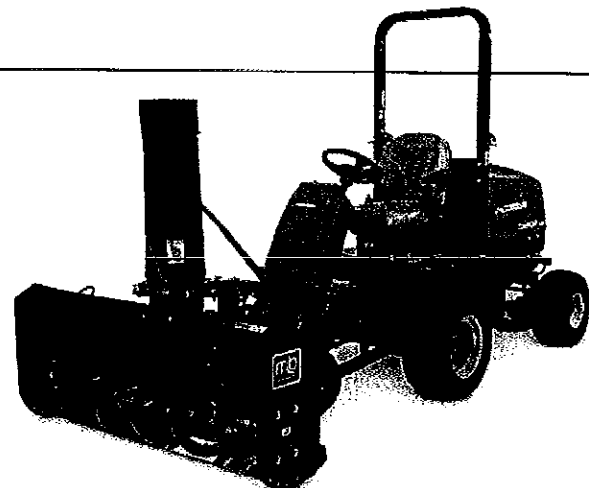
- **Blower** – front-mounted Buffalo Turbine BT Blower. Features heavy-duty steel construction, heavy caster wheels and pillow block bearings. Remote controls for throttle and nozzle.



- **Dozer blade** – 60" or 72" width; manually adjusted angles of 15 degrees or 30 degrees left/right from center. Bolt-on, reversible, hardened cutting edge. Dozer blade is spring-loaded to breakaway over small obstacles.



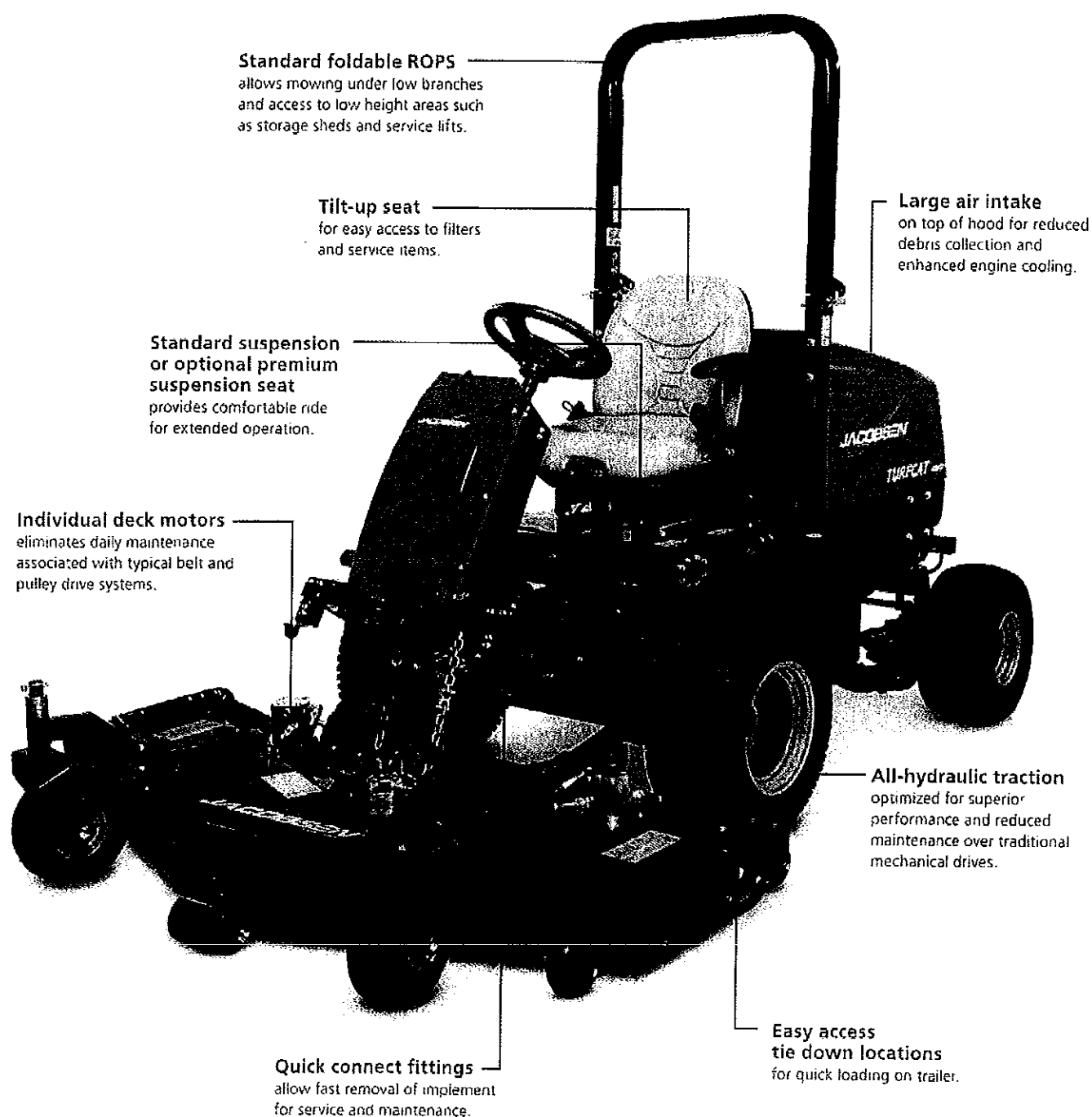
- **Hydraulic Broom** – front-mounted hydraulically-driven rotary angle broom. Broom speed up to 200 RPM. Storage stands for simple mounting, dismounting and storage.



- **Snow blower** – hydraulically-driven two-stage snow blower available in 54", 60" and 72" widths. Up to 40' throw distance and sealed electrical connections with attachment control box.

TurfCat[®]

Large Area Rotary Mower



AGENDA ITEM #7

RESOLUTION #2015-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A TELECOMMUNICATIONS SERVICES CONSULTING AGREEMENT WITH TELERESOURCE, INC. FOR AN AUDIT OF THE CITY'S PHONE AND INTERNET SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") has several vendors for phone and internet services and an audit would look objectively at those agreements and attempt to reduce overall cost to the City; and

WHEREAS, the telecommunications services consultant would have the ability to pursue cost savings, missing credits, overcharges, and other contractual savings; and

WHEREAS, the consultant would not bill the City until the City sees a credit on its telecommunications invoice at which time 45% of the savings or credit would be due to the consultant for their efforts in procuring the savings; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into the agreement attached hereto.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Telecommunications Services Consulting Agreement for an audit of the City's phone and internet services between the City of Kingsville and TeleResource, Inc. in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 8th day of June, 2015.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Purchasing/Technology Department

361-595-8025
361-595-8035 Fax

DATE: 05/29/2015
TO: City Commission through City Manager
FROM: David Mason, Purchasing/Technology Director
SUBJECT: Phone Audit

SUMMARY

This item authorizes a third party vendor, TeleResource, Inc. to act on the behalf of the City and preform a complete audit of wired communications and internet services.

BACKGROUND

Currently, the City has several vendors for phone and internet services. This audit would look objectively at those agreements and attempt to reduce overall cost to the city. Additionally, they would have the resources to aggressively pursue cost savings, missing credits, and contractual obligations on behalf of the City. They are going to work in tandem with the currently running project to replace the phones and internet at the new city hall and public works.

RECOMMENDATION

It is recommended that the City should grant Tele Resource the ability to audit the entire phone and internet services and act on the recommendations they provide.

FINANCIAL IMPACT

There is no initial financial impact to entering this agreement. The financial impact is contingent on the amount that TeleResource can provide/recover through its recommendations, credits, and savings. The standard fee is 45% of the amount reduced by the audit. They won't bill the City until the City sees a credit on its invoice.

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

LETTER OF AGENCY

June 9, 2015

To: All Local Exchange, Long Distance and Wireless Service Providers

The City of Kingsville, with its principal place of business at 200 E Kleberg, Kingsville Texas 78363 has entered into a contractual agreement and hereby authorizes **TelResource, Inc.** ("Consultant") with a place of business at 4243 E. Piedras Drive, Suite 140, San Antonio, TX 78228 to act as our Consultant, in dealings with all Local Exchange, Competitive Local Exchange, Cable Services, Telecom, Long Distance Companies (i.e., AT&T, CenturyLink, Verizon, Windstream, Time Warner Cable, etc.) and Wireless Providers (i.e., T-Mobile, AT&T, Sprint, Verizon, etc.).

"Consultant" is authorized to perform billing audits / reviews, place orders to correct and consolidate invoicing, change rate plans, disconnect services and/or establish new services, including equipment and software. This authority extends to all **City of Kingsville** offices and off-premise telephone instrument locations in facilities owned or leased by or to **The City of Kingsville**.

You are hereby released from any and all liability for making pertinent information available to the "Consultant" and for following the Consultant's instructions with reference to the aforementioned service and any changes to or maintenance on customer's telecommunication service.

You may deal directly with the Consultant on all matters pertaining to the telecommunications service from our premises to our off-campus premises and should follow the Consultant's instructions with reference thereto. This authorization is not exclusive and allows us to act on our own behalf when we deem it necessary.

This authorization will remain in effect until further notice.

Name: David Mason
Title: **Information Services Director**
Company: **City of Kingsville**

Signature: _____
Telephone: 361-595-8025
Email: damson@cityofkingsville.com

TELECOMMUNICATIONS SERVICES CONSULTING AGREEMENT

This Telecommunications Services Agreement ("Agreement") is made effective on this _____ day of _____, _____ by and between **TELRESOURCE, INC.**, a Texas Corporation with its principal place of business at 4243 E. Piedras Drive, Suite 140, San Antonio, Texas 78228, ("TelResource") and The **City of Kingsville**, a home-rule city, Municipal corporation, with its principal place of business at 200 E Kleberg, Kingsville TX 78363 ("Client"), the two being jointly referred to herein as the "Parties".

RECITALS

WHEREAS, The TelResource desires to provide services as defined in the attached **Exhibit A** ("Services") to its Clients'; and

WHEREAS, TelResource Telecommunications Agreement once agreed upon by the parties serves as the basic terms and understanding between the parties; and

WHEREAS, TelResource purchases and maintains a unique business system ("Tools") at its place of business in order to maintain and/or to perform the Services: Filing System's, Database's, Database Software, Equipment, Supplies, Work, Data or any other derivatives to provide the Services; and

WHEREAS, any communication, written or verbal, submitted by client to TelResource, Inc. requesting additional work not covered by this agreement, is to be understood as a valid work request to be performed at standard billable rates; and

WHEREAS, Client desires to receive the Services, and has requested TelResource to provide the Services in accordance with the terms of this Agreement and;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and for other good and valuable consideration, the undersigned agree as follows:

I TERM

A. Telecommunications Services Agreement. This agreement and the terms herein once agreed upon by the parties shall become binding for a period of no less than One (1) year from (Date of Execution) and shall lay out the basic operating conditions of the parties only.

B. Exclusive Agent Status. Client agrees that TelResource will be its sole agent in all matters pertaining to the Telecommunications Service Agreement.

C. Renewal. Both parties agree to re-evaluate and re-new this agreement annually unless either Party chooses to change this agreement.

II AGREEMENTS BY THE PARTIES

A. TelResource Hours of Operation. TelResource shall perform all work and Client shall contact TelResource to process all service requests during the hours of Eight (8) AM to Five (5) PM (Central Standard Time), Monday through Friday. With the exception of any nationally recognized holiday. Should the Client require the Services outside of TelResource Hours of Operation, Client shall notify TelResource via after-hours lines or through an appropriate means of notification. The Client shall compensate TelResource for after hour's work at 1.5 times the hourly rate as defined in this agreement, Section III.

B. Letters of Agency ("LOA"). Client will provide TelResource with one (1) letter of agency on Clients letterhead. The LOA will be original and authorize TelResource to act as the Client's agent in all matters related to telecommunication vendors in accordance to the terms and conditions set forth in this agreement. The letter of agency does not authorize TelResource to enter into any contractual agreements on Client's behalf.

C. Access to Personnel. Client shall grant TelResource permission upon request and approval by Client at least 24 hours in advance or sooner by agreement to interview key personnel regarding Client's current and future telecommunications operations.

D. Access to Site. Client will assist and/or grant physical access upon request and approval by Client at least 24 hours in advance or sooner by agreement to TelResource in troubleshooting, inspecting, accounting for all telecommunications services and equipment the Client uses.

E. Access to Information. Client shall provide TelResource as needed with access to the following levels of information:

1. Invoice copies of all telecommunications vendor billing for a (3) month period and/or other media used to access any client vendor billing, to include service contracts, amendments and/or addendums.
2. Points of contact for current vendors to include contact names, addresses, telephone numbers, pending vendor contracts, agreements, quotes and/or letters of interest TelResource may require to access client vendor services for account product and billing analysis

F. Tools. TelResource maintains certain "Tools" which are the exclusive properties of TelResource and at no time shall it become the property of Client.

G. Client Vendor Services. TelResource agrees Client may alter any service related to their current telecommunications services for which the Client has requested TelResource generate an audit. The Client acknowledges any such alteration in their service(s) may cause TelResource's recommendations to be voided or to be changed due to their requested change during the audit process.

Client agrees TelResource shall be compensated for all additional work required to take into consideration the Client's changes which have affected TelResource's audit in progress. Client shall compensate TelResource as defined in this agreement, Section III.

H. TelResource Consultancy Status. TelResource hereby, unequivocally, states that it shall act only in the role of a consultant, and that it shall in no way act as an actual provider of cellular phones, dial tone, long distance, pagers or other vendor services, other than the services specifically entered into agreement by the Parties. TelResource thus accepts no liability for any vendors' services other than the responsibilities explicitly stated in this document.

I. TelResource Recommendations. All information, recommendations, telecommunication plan layouts, written statements, and any other information presented within this document or during the course of the Client's audit project are a result of conversations and/or information supplied to TelResource by its Client. Therefore, the Client acknowledges TelResource's position, with respect to any vendor services or guarantees, is one of a consultant and at no time does TelResource make any claim or guarantee with respect to any service other than the work as agreed upon by both parties.

J. TelResource Services. TelResource services are proprietary and confidential in nature and no effort should be made to circumvent, bypass or compromise TelResource's proprietary process in any manner.

K. Vendor Invoicing. Client acknowledges that it is solely responsible for the timely payment of all vendor invoices and TelResource may forward any vendor's collection phone call or letter to Client.

L. TelResource Vendor Discretion. TelResource discloses to Client and Client agrees TelResource will have the discretion to contact any telecommunication vendor who may assist TelResource in either gaining a greater understanding of Client's current service(s) or to meet TelResource's obligations to the Client.

Client agrees to assist TelResource in maintaining vendor relationships and the cooperation of all telecommunications vendors or whom TelResource feels is being uncooperative with TelResource at any time while pursuing our contractual obligation to the Client.

III TELRESOURCE CONSULTING FEES

A. Standard Hourly Rate. Is \$150.00 per hour, billed in 15 minute increments.

B. Travel Expenses. TelResource shall invoice Client, at cost, for all reasonable travel expenses incurred, net payable 30 days. The invoice will include all receipts and all travel must be pre-approved by Client.

IV MISCELLANEOUS

A. Assignment. This agreement will be legally binding and effective for the signatory parties as well as for those who succeed them legally. Client shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of TelResource.

B. Client Confidentiality. TelResource acknowledges that information provided by Client may be confidential in nature. Client agrees that TelResource may disclose such information to third parties upon request by TelResource and approval by Client as may be required to provide the Services. TelResource will require any third party to which the information is provided to sign a confidentially agreement to not disclose any information to other third parties. TelResource also acknowledges that any materials obtained from Client are property of Client, and will be made available for Client pickup within thirty (30) days. Said materials after the thirty (30) day period has expired shall be destroyed by TelResource.

C. Confidentiality. Client understands and agrees that the terms, conditions and references of this Agreement are confidential as between Client and TelResource and shall not be disclosed by Client to any party other than the professional advisors of Client or as may be required by applicable law. Both parties agree that a breach of this professional confidence constitutes just cause for immediate termination of this Agreement by TelResource.

D. Service Suspension Period. Client's Services may be suspended at any time, should a Client fall 60 days delinquent with regard to any TelResource invoice.

E. Illegality. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted. In addition, this Agreement shall be terminated upon the determination of a governmental entity having jurisdiction over the Services provided pursuant to this Agreement that the relationship of the parties, Services provided hereunder are contrary to existing law.

F. Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of or excuse for, any different or subsequent breach or default.

G. Notice. All notices given hereunder and all payments to be made hereunder shall be sent to the addresses set forth in this contract or at such other addresses as a party may designate in writing and shall be deemed to have been delivered on the date personally delivered, on the date postmarked by mailing service, or the time at which the electronic communication was received.

H. Indemnity. Client and TelResource agree to indemnify, defend and hold harmless each other and its officers, directors and shareholders, for any liability incurred or threatened to be incurred to any third party as a result of the negligent conduct, willful acts or omissions of Client or TelResource, its agents, servants, employees or any other parties over whom Client or TelResource exercises control. Such indemnification shall include, with limitation, any liability, including attorney's fees and court costs, incurred or threatened to be incurred by Client or TelResource as a result of any claim, demand, action, lawsuit or proceeding brought about by Client's or TelResource acts or omissions in connection with the transmission or republication of any material which is found to be defamatory in nature.

I. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties hereto and supersedes all prior statements, representations, understandings or agreements of the parties with respect to the subject matter contained herein.

J. Governing Law. This Agreement is executed in and shall be governed by the laws of the State of Texas, with exclusive venue at Kingsville, Kleberg County, Texas.

K. Information Transfer. In all instances where information must be shipped, the Client shall be responsible for or reimburse TelResource for whatever expenses are incurred for the shipment of any Client information.

L. Attorney's Fees. Except as provided otherwise herein, should it become necessary for either party to retain the service of any attorney to enforce its rights hereunder (including in-house counsel), and/or should any lawsuit be necessary to enforce said rights, then the prevailing party shall be entitled to receive reasonable attorney's fees from the other party.

M. Vendor Services Liability. Under no circumstances whatsoever shall TelResource be held liable for any failure, interruption and/or diminution of services provided by any vendor to Client, whether it be the result of any fire, flood, epidemic, earthquake or any other act of God, explosion, strike or other disputes, riot or civil disturbance, war (whether declared or undeclared), armed conflict, any municipal ordinance, or state or federal law, governmental order or regulation, or order of any Court of competent jurisdiction, or negligence (whether intended or unintended) or financial failure on the part of the vendor, or other similar forces not within the control of TelResource.

By the signatures below, the Parties signify that they have reviewed and understand this Agreement and that they shall abide by all of the above listed terms.

TELRESOURCE, INC

CLIENT:

City of Kingsville

By: Larry Gomez

Title: President

Date of Execution: _____

By: _____

Title: _____

Date of Execution: _____

"Exhibit A"

I. Description of services to be performed:

Section (1) – Project Overview

Assist in the management of telecommunications services by performing the following:

- A) Perform telecom audit(s) as requested and present in initial analysis (as needed)
- B) Document service profile and inventory.

Section (2) – Statement of Work

- A) TelResource will provide a starting baseline expense report. This will be the original cost benchmark used for the percentage fee. The Company shall pay to the Contractor amounts equal to 45% of all Refunds and annualized Savings (the "Fees"). The annualized amount for each component of Savings shall be calculated beginning on the date such component of Savings began and ending twelve months later. The Contractor shall deliver to the Company an invoice monthly describing the Fees payable by the Company to the Contractor for work performed and savings obtained during that period. The Company shall pay invoiced Fees upon receipt of invoice. Any amounts not paid on a timely basis will incur a 5% late payment charge.
- B) Integration Planning – collaborate with client as needed to provide access to the Telecommunications services / billing accounts being audited
- C) TelResource will interface with all vendors and/or service providers directly to document all Telecommunications Services as needed.
- D) TelResource will be the only authorized contact to the Telecommunications vendors and/or service providers during the audit process for all Telecommunications issues as needed
- E) Present findings report(s) as required for the purpose of saving such expenses from (Local, LD, DATA, Cellular) telecom services.

Section (3) – Fee for Service (Select Preferred Option)

- A) Savings will be measured as the difference between the original cost [defined in Section (2) A) and the final cost as defined in audit report.
- B) Fee is payable regardless of implementation decision of recommended services.

☐ 40% of a one-year savings, client implements recommendations

Or

☐

45% of a one-year savings, TelResource implements recommendations

AGENDA ITEM #8