

City of Kingsville, Texas

AGENDA
CITY COMMISSION
MONDAY, JANUARY 9, 2017
REGULAR MEETING

CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
5:30 P.M. - Workshop
6:00 P.M.-Regular Meeting

I. Preliminary Proceedings.

OPEN MEETING

WORKSHOP: Update on Kingsville Water System and Quality.
(City Manager).

APPROVED BY:


Jesús A. Garza
City Manager

REGULAR MEETING RESUMES

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – November 28, 2016

Regular Meeting – December 12, 2016

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

1. Public Hearing on 2017-2018 Texas Community Development Block Grant assistance.
(Director of Purchasing).
2. Public Hearing on an ordinance amending the zoning ordinance by changing the zoning map in reference to Westside AC, Lot TR 9, acres 0.9753 also known as 211 W. Corral Ave. from R1-Single Family to R3-Multi-Family District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).
3. Public Hearing on replat of final plat of Caesar Place Addition Annex being all of Lot One, Caesar Place Addition Annex, an addition to the town of Kingsville, Kleberg County, Texas and part of Farm Lot 3, Section 17, the Kleberg Town & Improvement Company's Subdivision to Kleberg County, Texas 0.88 acres, also known as 1100 S. 14th Street, by Andy Edwards, owner. (Director of Planning & Development Services).

III. Reports from Commission & Staff.²

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

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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

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

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

1. Motion to approve final passage of an ordinance abandoning an easement for utility purposes in Hobbs Valley 1, Block 1, Lots 2 & 4 (between 3703 and 3701 Andron Lane). (Director of Planning & Development Services).
2. Motion to consider out-of-state travel for two Fire Department personnel to Brandon, South Dakota in January 2017 to do final inspection of new fire engine. (Fire Chief).
3. Motion to approve resolution authorizing participation in the 14th Annual Ride on the Wild Side Charity Bike Ride to be held on April 29, 2017 and authorizing the City Manager to execute an Indemnity Agreement with King Ranch for said event. (City Attorney).
4. Motion to approve a resolution authorizing the City Manager to enter into Amendment One of an Interlocal Cooperation Agreement between the City of Kingsville and the University of Texas-San Antonio relating to a Sponsored Research Agreement for the downtown area. (City Manager).

5. Motion to approve a resolution authorizing the City Manager to enter into an Amended Collective Bargaining Agreement between the City of Kingsville, Texas and the Kingsville Professional Firefighter's Association, International Association of Firefighters (IAFF) Local #2390 for fiscal years 2016-2020. (Director of Human Resources).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

6. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Westside AC, Lot TR 9, acres 0.9753 also known as 211 W. Corral Ave. from R1-Single Family to R3-Multi-Family District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).

7. Consider replat of final plat of Caesar Place Addition Annex being all of Lot One, Caesar Place Addition Annex, an addition to the town of Kingsville, Kleberg County, Texas and part of Farm Lot 3, Section 17, the Kleberg Town & Improvement Company's Subdivision to Kleberg County, Texas 0.88 acres, also known as 1100 S. 14th Street, by Andy Edwards, owner. (Director of Planning & Development Services).

8. Discuss and consider resolution authorizing the submission of a Texas Community Development Block Grant application to the Texas Department of Agriculture for the Community Development Fund, and authorizing the Mayor to act as the executive officer and authorized representative in all matters pertaining to the participation in the Community Development Block Grant Program. (Capital Improvement Manager).

9. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter XI-Business Regulations, Article 14-Vendor Solicitations, Section 16-Charitable Solicitations, providing for modification of the number of times in a year that charitable solicitations can be done in the streets or right of ways. (City Manager).

10. Consider accepting a donation from La Posada de Kingsville for the Parks Department for the La Posada de Kingsville Children's Day Event that was co-sponsored by the Parks Department. (Parks Manager).

11. Consider introduction of an ordinance amending the Fiscal Year 2016-2017 budget to accept and expend a donation to the Parks Department from La Posada de Kingsville Foundation. (Director of Finance).

12. Consider introduction of an ordinance amending the Fiscal Year 2016-2017 budget to include unforeseen network and IT projects. (Director of Finance)

13. Consider out-of-state travel for Tourism Director to attend the Space Coast Birding & Wildlife Festival in Titusville, Florida from January 24-31, 2017. (Director of Tourism).

14. Consider out-of-state travel for one emergency management personnel to attend the Hurricane Preparedness for Decision Makers Course at the National Hurricane Center in Miami, Florida in February 12-18, 2017, which is sponsored by EMI & FEMA. (Fire Chief).

15. Executive Session: Pursuant to Section 551.072, Texas Government Code, Deliberations regarding Real Property Exception, the City Commission shall convene in Executive Session to discuss the purchase, exchange, lease, or value of real property as deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party. (City Manager).

16. Consider a resolution authorizing the sale of the City's building located at 2211 South Brahma Boulevard, Kingsville, Texas. (City Manager)

VII. Adjournment.

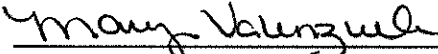
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

NOTICE

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

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

January 6, 2017 at 4:30 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



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

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

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

MINUTES OF PREVIOUS MEETING(S)

NOVEMBER 28, 2016

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, NOVEMBER 28, 2016 IN THE CITY HALL COMMUNITY ROOM 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:15 P.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Jesús Garza, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Tom Ginter, Director of Planning & Development Services
Emilio Garcia, Health Director
Diana Gonzales, Human Resources Director
David Solis, Risk Manager
David Mason, Director of Purchasing
Deborah Balli, Finance Director
Charlie Cardenas, Public Works Director/Engineer
Leo Alarcon, Tourism Director
Kyle Benson, IT Manager
Adrian Garcia, Fire Chief
Ricardo Torres, Chief of Police
Susan Ivy, Parks Manager
Bill Donnell, Assistant Public Works Director
Robert Rodriguez, Library Director

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:18 P.M. with all five Commission members present.

CONVENE INTO WORKSHOP:

Discuss the Health and Library Departments. (City Manager).

Mr. Garza commented that this is a workshop to discuss the Health and Library Department structures. The County Commissioners court took action in the Spring to terminate the agreement with the City of Kingsville. This is an action that the County did and cannot be undone. After this action, through conversation with the County Judge it was determined that it would be best to take the adequate amount of time to figure out how best to go about the decision the County Commissioners have made. Garza further stated that both himself and the County Judge proceeded with proposing a budget for this fiscal year that contemplated another year of an existing structure as is, both budgets were approved by the County Commissioners and City Commission. Now that the City is past budget season, now we are at the point where staff has had time to dedicate their time and resources to doing research on the matter. When the city received the letter from the County in the Spring it didn't come with anything such as a proposal or information as to how this would take place. Staff has taken it upon themselves to do the research and try and figure out what implication there would be specifically to the City. Today's discussion will be on three sections which is the history of the agreements, current financial structure of the agreements, and what conclusion can be drawn if the split was to take place.

Mrs. Alvarez stated that statutorily, the Health and Safety Code provides for local Health Department and provide that either city entity or county entity can have a local Health Department and it also allows for them to have a joint department together. The county Libraries are established under the Local Government Code Chapter 323. Obviously you can do interlocals for the provisions of services and the Local Government Code allows for the entities to join into contracts for the provision of services. As the Mayor mentioned at previous meeting, 85% of the county residents residing within the city limits and in a lot of areas, it makes sense to have joint departments and manage services. With regards to the existing interlocals, the one that is being used currently for the Health Department was adopted in December 1978. The one that is currently being used for the Library was adopted in December 1979. Alvarez stated that when she goes over the contract terms, it is noticed that almost all of the contract provisions are mirrored from one agreement to the other. The City Manager alluded to the fact that the City had received a notice of intent to terminate letter from the County back on April 26, 2016. Alvarez commented that to the best of her knowledge the County has not yet approved a resolution to dissolve the agreement or providing with any date with which the actual cessation of services might occur. Alvarez continued to state that there is one other interlocal agreement that is currently between the City and County which was done in 2009 which one of those that TCEQ mandated with regard to sanitary services for septic tank inspections. The department had been doing it for both residents that are inside the city limits and for those that are outside the city limits. There has not been a notice of termination for that agreement yet but once we get potentially closer to a date as to when services is to stop, this agreement will be terminated as well. Alvarez stated that one of the things that staff had examined was that in looking not only at the contracts of ownership of land and property, with regard to the land, where the departments are currently situated there is a deed that was found given the land to the City for the Health Department from the King Ranch in January 23, 1978. The land where the County Library is located is county land.

Mayor Fugate asked if the city owns the Health Department. Mrs. Alvarez responded that the land, according to some minutes that were found in reference to a deed.

Mrs. Alvarez continued to state that in regards to the administrative offices they appear to be on county land. The animal shelter appears to be a 50/50 split and so presently the city is insuring the animal shelter and the County is insuring the administrative offices. The County has the Library building itself. With regards to the contracts they are very old.

Mayor Fugate asked how the County owns the building and is there documents that demonstrate that information.

Mrs. Alvarez responded that she did not do the research into that area and this is why she stated that it appears. There haven't been records located that say that the city would have paid for the construction of that building and the county has been maintaining the insurance on the building.

Mr. Garza commented that staff does not have any documents stating that the City owns the building.

Mrs. Alvarez further stated that the contracts on funding it states that the funding should be done for each department on an equal basis for maintenance and operations and administration subject to annual appropriations. Regarding purchasing for both departments it states that purchasing for either of the department should be processed by the County, in compliance with state law, and that previously budgeted items the County would pay for and the city would reimburse at 50% within 30 days of notification. Regarding personnel, the contract states that the employees are employees of the City and that the city would make the contractual expenditures for the employees with regards to salaries, benefits and everything that comes with the employee package, but with the County reimbursing the City 50% within 15 days of notification of those personnel related expenses. With regards to termination in both contracts, it states that either

party can terminate by giving six months' written notice of intent and then you could mutually have resolutions to end the contract. The Health Department contract also says that a Health Board a Joint Board would be created by City Ordinance on the City side and by resolution on the County side to help oversee the department and provide for a director. Alvarez stated that as she mentioned, the Health and Safety Code also allows for either entity to create the Health Board. There should be a fear that you won't have a board after a split as they wouldn't have to be a joint board anymore if there is no longer a joint agreement. The state statute provides for each entity to have their own. As the Commission may be aware, the Health Department collects fees for things such as animal control and food service which are established by city ordinance, which is why those funds should be coming to the City. They also have fees for septic tank inspections as there are property within the city limits that have a need for septic tank inspections as well as properties outside in the county. With regard to the Library, they do have a fine and fee schedule for area services that they provide as well as for late fines and lost items, but the city does not have an ordinance that establishes those fees.

Mayor Fugate asked that if the contracts were never amended from the beginning.

Mrs. Alvarez responded that in 2008, there was an amendment to each of the agreements where both entities were to exchange preliminary budgets by August 15 of each year so that way each entity knew what each was planning to budget before getting to the point of adopting their budgets. Other than the 2008 amendment with regards to exchanging budgets, staff was not able to locate any other amendments to those original documents.

Mayor Fugate asked if the County would need to create their own Health Department

Mr. Garza responded that it is not part of this presentation to discuss on what the County will or will not do for the residents residing outside the city limits.

Mayor Fugate commented that it is not the City's obligation when it comes to septic tank inspections or animal control issues or any health related issues outside the city limits. The county would need to contract with the city or another entity or create their own department.

Commissioner Garcia asked that on the dissolution of both departments, the Board members that sit on each of the Boards, can the city pass a resolution to keep the current Board members or have the positions reapplied for.

Mrs. Alvarez responded that with regards to that, staff would need to go back and look at the current ordinance that is in place for the Health Department and see if it may need modification, then staff can contact the Board members to see if they would want to be appointed to the City Health Board as oppose to the City/County Health Board.

Mayor Fugate asked Mrs. Alvarez that with regards to employment, if the county does take over the Library, those employees that work for the Library, the minimum wage that is received by the City is \$10.30 an hour, is there anything from preventing the county from dropping those wages down to where they are competitive their other departments.

Mrs. Alvarez responded that she would not give legal advice for the county, but they would fall back on to their pay as funding allocated and if they don't have funding allocated that's commensurate with what the city funds for those positions, there could be a potential for reduction in pay.

Mayor Fugate asked that if this would affect supervisor positions as well. Mrs. Alvarez responded that it would be with regards to all positions that are currently city employees that might no longer be city employees. Mayor Fugate further asked what other city benefits these employees may

lose. Mrs. Alvarez responded that she is not aware of the County benefits, therefore she could not speak as to what benefits they would lose. Mayor Fugate commented that he wants people to understand this as there will be some financial implications for those employees that go to the County. Fugate further commented that the average employee at the Library will not be making \$10.30 an hour.

Commissioner Garcia asked how they would handle the Department of Labor.

Mrs. Alvarez responded that it would essentially be starting a new position with a new employer and is not sure if that would be a problem but that would be up to the County.

Commissioner Lopez asked that those employees with enough years of service, could they retire from the city and start a new job with the County.

Mr. Garza responded that it would be up to the employee to make the best decision for themselves. Garza further stated that if they are retirement eligible it is an option for them to retire.

Mrs. Deborah Balli discussed the financial structure of the two departments. Currently the Library has nine full time and three part-time employees and the Health Department has ten fulltime employees and 3 part-time employees. The budget that the city adopted for the Library was at the 50% cost is \$299,451 and the 50% for the Health Department is \$340,751. Under the compensation benefits employees for both the Library and Health are covered under the city's health insurance, worker's compensation, unemployment, FICA, and TMRS. What needs to be mentioned is with these employees being city employees because they are covered under the City's self-insurance funds the city pays for all their health insurance claims and those claims are not split 50/50 with the County. As for the building insurance, the Library is insured by the County and the Health Admin building is also insured by the county carrier. The city covers insurance for the animal shelter and the euthanize chamber. The animal shelter is valued at \$227,812 and the chamber is values at \$5,062.60. As for the procurement, as mentioned by Mrs. Alvarez both the Health and Library procure mainly through the County for most expenditures. The city pays for all salaries and wages for both Health and Library then the city bills the County for 50%. For fiscal year 2016-2017, the County did not approve the increases given to the Health and Library employees so the city is going to be a little short as the city intends to pay the employees the full increases. The city bills the county for half of all the P-Card charges and purchases and any minor expenditures that are made through the City such as motor gas and oil, GPS monitoring, postage, travel advances, laundry, and memberships and dues. The Health expenditures that are not covered by county and where the city pays 100% of these expenditures include the minor veterinary services, catering and any capital outlay items that the city approve. The expenditures made by the county are then billed to the City at 50%. The way it is currently structured is very complicated and time consuming and doesn't work very well because as they bill the city for half of their expenditures and then the city has to turn around and bill them for their expenditures, makes it challenging to make sure that the city receives payment within a timely manner and same thing as well for them.

Mayor Fugate made a comment and question asking if the cost to run the Health Department was \$340,751 and the Library \$ 299,451. Mrs. Balli responded that this was correct.

Mr. Garza commented that one of the things mentioned during tonight's discussion was that per the Health Agreement all the Health Department fees come to the City as per the agreement, but we know that this is not occurring right now. So staff went back and did some research to see when the change was made. It was determined that something happen, not sure what, but in 1990 because staff does show record receiving fees collected from the Health Department and Library Department up until 1989. At that time, the revenues received by the Health Department were about \$6,000 and from the Library was about \$5,000. Staff could not locate any information

on the minutes or an amendment to an agreement for that period of time that would state that the fees collected by both departments were to be transferred to the County. Staff is not aware as to why the beginning of 1990, fees collected stop coming to the City. It is very difficult to determine what the value of the money that historically should have been coming to the City. Staff does not have access to this information so therefore the City of Kingsville has submitted an open records request to Kleberg County for their financial annual reports, as those revenues would be documented on their end. This would truly be the only way for the City to find out how much money the Kleberg County has collected from both the Health and Library Department since 1990. Garza further commented that the Library Department is a bit more ambiguous because as Mrs. Alvarez mentioned it's not in the contract stating that the City of Kingsville receives those revenues, but it's also not stated in the contract that the County receives those revenues either. The only thing that staff is aware of is that up to 1989, the City was receiving those revenues and in 1990, the County received them. As this may be confusing it is also important that regardless of the amount, just the mere fact that those revenues are going 100% to Kleberg County, that in itself means that it's not a 50/50 split on the expenditure side. When one side is spending for example \$300,000 and the other spending \$300,000 but receiving \$5,000 in revenue they are really only spending \$295,000 and not \$300,000. It is safe to say that since 1990, the City of Kingsville has paid more money to the Health and Library Department simply based on the principal that the revenues are going to the County at 100%. Garza further commented that the other thing that was mentioned by Mrs. Alvarez was that the fees and fines are based on a City Ordinance so it would only make sense that those fees established by the City be given to the City, which hasn't historically happened. A split of the Health Department and Library Department would mean that whenever that day happens, the Health Department will no longer respond to the County for animal control issues, restaurant inspections, or septic tank inspections, this will stop immediately whenever the split takes place. Garza further commented that what staff does know, based on what Mayor Fugate mentioned is that in terms of the call volume specifically for the animal control, which is a range between 30-40% of the call volume that the City receives are out in the County. It is safe to assume that more than a 1/3 of the calls would be reduced. This will allow us the flexibility to either restructure and create efficiencies or simply just focus our resources inside the city limits to have a greater impact inside the city limits if we have an Animal Control Officer that will have more time to dedicate inside the city limits. Garza also commented that one of the things that would come with the potential split is the shortfall. With the Health Department being more expensive than the Library. With the Health Department costing \$80,000 more per year than the Library, but that's when its split 50/50. The city will be short \$41,000 by simply taking the half that the city gives to the Library and replace with the half that needs to be filled on the Health Department side. What we do know, if the split should happen, is that the City will be receiving 100% if the fees collected by the Health Department to help offset some of that shortfall. We know that the County this year has budgeted \$35,000 in revenues from the Health Department which will make our recurring shortfall \$6,000, which is manageable by the City. The other thing that is important to know in terms of financial impact, is that with the split our employees that are employees now would cease to be our employees to which we would have to pay them out such as their leave, which they have the right to. This financial impact to the City would be around \$23,000. This would have a first year impact of \$64,000 of which \$23,000 of that would be a onetime payout to the employees for leave that they have earned with the \$41,000 as recurring of which we know that \$35,000 of that will be received back from the revenues. This what the financial impact to the City would be if the split was to occur.

Commissioner Garcia commented that the coverage on the building that the County is insuring was not discussed.

Mr. Garza stated that staff would need to check on the cost for insuring that building. He further stated that as for the Library, the impact to the service level would be very minimal because everyone inside the city limits are also county residents. The level of service for the county residents would theoretically remain the same. Those residents inside the city limits will continue

to have access to the Library services. One of the things that is also important to note is that the most impacted people here are the employees. They would be the ones to seize being city employees to become county employees where their salaries, benefits, etc., would not be the same.

Mayor Fugate commented that the citizens outside the city limits will also be affected by not having Health Department services provided to them.

Mr. Garza commented that he is aware that the County is discussing various options and the City is more than willing to hear them out if they choose to come back and try to do a fees for service setup, the City will more than gladly listen and consider it but it would come with a price. This is not a conversation that has taken place between the City and County, but if it does get to that point, the city will be receptive in considering a fee for service agreement, if that's what the County would like to pursue. In order for the agreement to be broken, a resolution would need to be approved by both entities with an effective date for the split. Mr. Garza commented that after this conversation, he hopes everyone will understand the challenges with the current agreements, the implications to the city, implications to the employees, and the impact to the County residents that reside outside the city limits as well as the Library employees. Garza commented that with any change there is also opportunity, and so with the change there would be an opportunity to focus more inside the city limits, if there is a drop on call volume on the animal control side of things. There are things that the city can do better if the city had full control of the Health Department. At this point, the City is in a waiting pattern as we have not heard anything from the County since the city received the letter back on April 26, 2016.

Commissioner Garcia asked why city staff is settling on just the Health Department and not just take over the Library verses the Health Department. He stated that in his thought the County would take over the Health Department as it would in compass the whole county as the Health Department's jurisdiction is throughout the County rather than the Library.

Mr. Garza commented that currently, the Library serves all county residents. Commissioner Garcia commented that this is service and not jurisdiction. Garza commented that he is not sure what the County's rational is with regards to wanting to split the departments and how they choose to keep the Library Department and not the Health Department.

Commissioner Lopez commented that the City should take over both departments. Mr. Garza commented that this would be more of a financial impact to the city.

Mayor Fugate commented that this is a dangerous time for both of the departments.

Commissioner Pecos commented that in his opinion, this is a great opportunity for the City of Kingsville to remove ourselves from the County. The City has already taken over the Golf Course, Parks and as move into the future we can take the Health Department which will be beneficial to the City as it generates revenue. As the city continues to grow so will the Health Department. Pecos further commented that the Count has not been very proficient in doing a lot of the things the city is doing. He further stated that for many years have said that the City should pull away from the County because every time we would have budget meetings in regards to 50/50 split the city always had problems and ended up budgeting more money than the County due to the County not having enough money. Pecos commented that this is an opportunity for the City to once and for all allow the County to charge of the Library and the City take charge of the Health Department.

Workshop ended at 5:53 P.M., Mayor Fugate called a brief recess at this time.

REGULAR MEETING RESUMES

Mayor Fugate convened into the regular session of the agenda at 6:00 P.M.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – November 14, 2016

Motion made by Commissioner Pena to approve the minutes of November 14, 2016 as presented, seconded by Commissioner Lopez and Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Pena, Pecos, Garcia, Fugate voting "FOR".

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

1. Public Hearing to consider an ordinance amending the zoning ordinance granting a special use permit to locate a tower to host broadband deployment equipment near the intersection of Caesar Avenue and Wildwood Trails Blvd, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).

Mayor Fugate announced and opened this public hearing at 6:04 P.M.

Mr. Tom Ginter, Director of Planning & Development Services, reported that the Planning and Zoning Commission met on November 23, 2016 to act upon a special use permit request from Gulf Coast Broadband for the location of a telecommunications tower. Gulf Coast Broadband would like to install a telecommunications tower in private property in the Wildwood Trails Subdivision. As per the city ordinance, the tower being a monopole tower at 55 feet in a residential district, a special use permit is required prior to the construction of the tower. The Planning and Zoning Commission voted 7 to 0 in favor of approving the special use tower permit to Gulf Coast Broadband.

Mayor Fugate commented that at this time, Wildwood Trails Subdivision has no internet coverage within the area.

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

There being no further comments made, Mayor Fugate closed this public hearing at 6:13 P.M.

III. Reports from Commission & Staff.²

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

Mr. Jesús Garza, City Manager, announced the Employee of the Month for October, Mrs. Carol Rogers. Mrs. Rogers works in the Human Resources Department and has various duties within her job. Mr. Garza continued with a presentation of the Fiscal Year 2015-2016 Quarterly Budget Report for quarter ending September 30, 2016.

Mrs. Courtney Alvarez, City Attorney, reported that the next City Commission meeting is scheduled for December 12th. Deadline to submit agenda items for the meeting is November 30th. This will be the last meeting for this year.

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)

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: Pena, Pecos, Garcia, Lopez, Fugate voting "FOR".

1. ORDINANCE NO. 2016-60. Motion to approve final passage of an ordinance changing the zoning map in reference to Bass, Block 2, Lot 17-22, also known as 1100 W. Kenedy Block from C4-Commercial District to R3-Multi-Family District. (Director of Planning and Economic Development).

2. ORDINANCE NO. 2016-61. Motion to approve final passage of an ordinance amending the Fiscal Year 2016-2017 budget to accept and expend park donations for T.R.A.P.S. maintenance rodeo. (Director of Finance).

3. ORDINANCE NO. 2016-62. Motion to approve final passage of an ordinance amending the Fiscal Year 2016-2017 budget to include a Texas Parks & Wildlife Grant no completed in fiscal year 2015-2016. (Director of Finance).

4. ORDINANCE NO. 2016-63. Motion to approve final passage of an ordinance amending the Fiscal Year 2016-2017 budget to include impress funds for the PD-Federal Seizure Fund. (Director of Finance).

5. RESOLUTION NO. 2016-83. Motion to approve resolution authorizing the release of Chapter 59 funds of the Kingsville Police Department for donation to Communities in Schools Program for drug abuse prevention programs. (Chief of Police).

6. RESOLUTION NO. 2016-84. Motion to approve resolution authorizing the release of Chapter 59 funds of the Kingsville Police Department for donation to the Palmer Drug Abuse Program (PDAP) of Kingsville for drug abuse prevention programs. (Chief of Police).

7. RESOLUTION NO. 2016-85. Motion to approve resolution authorizing the release of Chapter 59 funds of the Kingsville Police Department for donation to the Boys & Girls Club of Kingsville for drug and alcohol prevention. (Chief of Police).

8. RESOLUTION NO. 2016-86. Motion to approve resolution authorizing the release of Chapter 59 funds of the Kingsville Police Department for donation to the Kingsville Amateur Boxing Club, Inc. for drug and alcohol prevention. (Chief of Police).

9. RESOLUTION NO. 2016-87. Motion to approve resolution authorizing the City Manager to enter into a Clinical Affiliation Agreement between the Kingsville Fire Department and Halo Flight EMS Training Academy. (Fire Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

10. Consider award for a new 800 MHz radio system and mobile and portable radios for public safety personnel via HGAC purchasing cooperative, as per staff recommendation. (Chief of Police).

Ricardo Torres, Chief of Police reported that the budgeted funds in CO's to cover the cost of a new 800 MHz radio system as well as mobile and portable radios for public safety personnel. The request also includes the purchase of portable and mobile radios for use by public safety personnel. Currently the majority of portable radios in use by public safety personnel are the Ma/Com 5200 series radios. These radios are Phase 1 P25 compatible but will reach their end of life in 2018. The majority of these are being replaced with the Harris XG-75PE portable radios. Many of the mobile radios in use by public safety vehicles are not Phase 1 P25 compatible and will need to be replaced with the Harris XG-75M mobile radios. The cost associated with the purchase and installation of the 800MHz radio infrastructure is \$503,461.13. The Police Department will expend an additional \$207,056.40 for portable and mobile radios. The Fire Department will expend an additional \$121,723.70 for portable and mobile radios. The grand total for all associated expenses is estimated at \$832,241.23. The equipment is available via HGAC, so the purchase satisfies state purchasing law.

Chief Torres also made a PowerPoint presentation to the City Commission.

Commissioner Garcia commented that he is concerned for the safety in the County as well.

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

11. Consider awarding design/build agreement between the City of Kingsville, Texas and Transcend, Inc. d/b/a SPA Skateparks, via TIPS-USA purchasing cooperative. (Director of Purchasing).

Mr. David Mason, Director of Purchasing, stated that this item authorizes the award of a design/build contract with SPA Skateparks for the construction of skate park in the City of Kingsville. City staff conducted an informal Request for Information (RFI) and interviewed three potential design firms in order to determine the firm that provided the best value to the City of Kingsville. Transcend, Inc. d/b/a SPA Skateparks was determined to be that

firm. The design build contract will expend \$275,000 from account 033-5-4503-71223 of which \$300,000 was budgeted. The balance may be used for amenities surrounding the skatepark. Staff recommended that the City award a design/build contract to SPA Skatepark, 1301 Orlando Rd., Austin, TX 78733 under the TIPS-USA contract #2042816.

Commissioner Garcia and Commissioner Pecos commented that this project has been looked for a long time and is a great idea.

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

12. RESOLUTION NO. 2016-88. Consider a resolution authorizing the City Manager to enter into a Design/Build Agreement between the City of Kingsville and Transcend, Inc. d/b/a SPA Skateparks. (Director of Purchasing).

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

Mayor Fugate announced that if there were no objections, he would like to move agenda item number 17 before agenda item number 13. No objections were made.

13. RESOLUTION NO. 2016-89. Consider a resolution authorizing the City Manager to enter into a contract for professional services between the City of Kingsville and SolkaNavaTorno, LLC for Architectural Services for the Municipal Building at 200 E. Kleberg Ave. (RFQ 16-11). (Director of Purchasing).

Mr. Mason reported that this item authorizes a contract for architectural services with SolkaNavaTorno of Corpus Christi for the Kingsville Municipal Building located at 200 E. Kleberg. RFQ 16-11 was advertised and reviewed and at the September 12, 2016 City Commission meeting, the City Commission awarded the proposal to SolkaNavaTorno and authorized staff to negotiate a contract for a fair and reasonable price under the Professional Services Procurement Act. Staff has worked diligently and successfully to finalize a Statement of work and Fee Schedule. This contract will expend \$115,700 from account #054-5-6201-71300 of which \$661,806 is budgeted for renovation.

Commissioner Garcia suggested to add the certificate holder to certificate of insurance forms and submit a copy to Engineers and a copy to Finance.

Mayor Fugate asked if this was for the design of both the first and second floors within the Municipal Building.

Mr. Mason responded that there are no design plans for the second floor but mechanical will be taking into consideration.

Mayor Fugate commented that both department that will be located in the Municipal Building should have more than enough room with the first floor of the building.

Mr. Garza commented that both departments will need their space, therefore the second floor may need to be utilized.

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

14. RESOLUTION NO. 2016-90. Consider a resolution authorizing the City Manager to enter into a contract for professional services between the City of Kingsville and

Kimley-Horn and Associates, Inc. for Engineering Services for the south wastewater treatment plant capacity analysis (RFQ 16-14). (Director of Purchasing).

Mr. Mason reported that this item authorizes a contract for WasteWater Treatment Plant Capacity Analysis for the South Treatment Plant with Kimely-Horn. RFQ 16-14 was advertised and reviewed and at the September 26, 2016 City Commission meeting, the City Commission awarded the proposal to Kimely-Horn and authorized staff to negotiate a contract for a fair and reasonable price under the Professional Services Procurement Act. Staff has worked diligently and successfully to finalize a Statement of Work and Fee Schedule. Delivery of final report is within six months of their receipt of Notice to Proceed. This contract will expend \$30,000 dollars from account #051-5-7002-31400 of which \$30,000 is budgeted.

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

15. Consider award for Professional Services (RFP#17-04) for management of Texas Department of Agriculture Community Development Block Grant as per staff recommendation. (Director of Purchasing).

Mr. Mason reported that this item provides staff recommendation for request for proposal (RFP) 17-04 Professional Services related to grant management for the Texas Department of Agriculture Community Development Block Grant. The grants must be managed by a TDA approved firm of which all respondents meet that requirement. RFP Review Committee consisted of Noel Pena, City Commissioner; Charlie Cardenas, City Engineer; Marco Jimenez, Water Construction, Supervisor; Sharam Santanilla, Capital Projects Manager; William Donnell, Assistant Public Works Director; and David Mason, Purchasing Director. This item does not expend City funds. It is recommended the award for RFP 17-04 Professional Services for management of the TDA CDBG Grant be awarded to GrantWorks, of Austin, TX.

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

16. Consider award for Engineering Services (RFQ#17-03) for Texas Department of Agriculture Community Development Block Grant and authorize staff to negotiate a contract, as per staff recommendation. (Director of Purchasing).

Mr. Mason stated that this items staff recommendation for request for qualification 17-03 Engineering Services related to engineering design for the Texas Department of Agriculture Community Development Block Grant. RFQ Review Committee consisted of Noel Peña, City Commissioner; Charlie Cardenas, City Engineer; Marco Jiménez, Water Construction Supervisor; Sharam Santillan, Capital Projects Manager, William Donnell, Assistant Public Works Director, and David Mason, Purchasing Director. It is recommended the award for RFQ 17-03 Engineering Services for the TDA CDBG grant be awarded to LNV Engineering, the most highly qualified provider based on demonstrated competence and qualifications. Upon successful award of a grant by TDA, staff will negotiate a contract for a fair and reasonable price with LNV Engineering not to exceed the allotted amount. If these negotiations fail, staff will begin negotiating with the next most qualified firm. This item authorizes the award and to negotiate a contract that will be brought back to the City Commission for approval at a future meeting.

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

17. Consider introduction of an ordinance amending the zoning ordinance granting a special use permit to locate a tower to host broadband deployment equipment near the intersection of Caesar Avenue and Wildwood Trails Blvd, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).

Introduction item only.

18. Consider a Chapter 380 Economic Development Agreement with Hobby Lobby Stores, Inc. for the relocation of an 8-inch water line behind their proposed new site. (Director of Planning & Development Services).

Mr. Tom Ginter, Director of Planning & Development Services, stated that two waterlines need to be relocated behind the Southgate Mall due to the expansion of the recessed truck well (loading dock) for Hobby Lobby. Hobby Lobby will be locating a store in the Southgate Mall. While most work is remodeling, they will have to expand the truck well to handle their merchandise. Staff has been working with Hobby Lobby to locate the waterline, dig down to the top of the pipe and get an accurate number as to how much cover there will be on top of the pipe. It is determined that there will be a 12-inch cover over a 6-inch asbestos pipe, which was laid in 1982. Public Works has been involved and has taken everything into account. With the information staff has, it has been determined that for the long term operation of that water line it would be best to relocate them so any damage to the line would be eliminated. The cost of the relocation is on Hobby Lobby but the cost is minimal.

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

19. RESOLUTION NO. 2016-91. Consider a resolution naming the Community Room in the new City Hall the "Helen Kleberg Groves Community Room." (Mayor Fugate).

Mayor Fugate commented that Mrs. Helen Kleberg Groves is instrumental to this building as she spent one million dollars of her own money and two million dollars of her parent's estate to help renovate the new City Hall. It is important that she be remembered for her great efforts to this project.

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

20. Consider out-of-state travel for two Fire Department personnel to Brandon, South Dakota in December 2016 to do final inspection of new fire engine. (Fire Chief).

Mr. Adrian Garcia, Fire Chief, commented that the Kingsville Fire Department is requesting approval to send two Fire Department personnel to conduct a final inspection of a new Fire Engine being assembled in Brandon, SD, sometime within the second through third week of December, 2016. The final construction inspection is a critical aspect of finalizing and accepting a new fire service apparatus before taking it off the production line. This inspection will allow fire service personnel to thoroughly check vital components of the new apparatus and manually examine all equipment for proper operation and functionality. Furthermore, any discrepancies identified can be immediately corrected at the manufacturing plant before accepting and taking delivery of the new apparatus.

Motion made by Commissioner Pecos to approve this out-of-state travel, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Garcia, Lopez, Pena, Pecos, Fugate voting "FOR".

21. Consider accepting donation for the Kingsville Volunteer Fire Department. (Director of Finance).

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

22. Consider introduction of an ordinance amending the Fiscal Year 2016-2017 budget to accept and expend a donation to the Volunteer Fire Department. (Director of Finance).

Introduction item.

23. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (City Manager).

24. Executive Session: Pursuant to Section 551.072, Texas Government Code, Deliberations regarding Real Property Exception, the City Commission shall convene in Executive Session to discuss the purchase, exchange, lease, or value of real property as deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party. (City Manager).

Mayor Fugate announced both executive sessions and convened the meeting into Executive Session at 7:32 P.M.

Mayor Fugate reconvened the meeting into open session at 7:58 P.M.

25. Consider introduction of an ordinance abandoning an easement for utility purposes in KT&I Co., Block 17, Lot W PT3, 2.14 acres (Between Caesar Blvd. and Carlos Truan Blvd.). (Director of Planning & Development Services).

Introduction item.

26. RESOLUTION NO. 2016-92. Consider resolution authorizing the City Manager to enter into a Commercial Real Estate Listing Agreement Exclusive Right to Sell between the City of Kingsville and Ricki Cunningham (for the City property located at 2211 S. Brahma Blvd., also known as the CARE Building). (City Manager).

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

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 8:00 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

DECEMBER 12, 2016

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, DECEMBER 12, 2016 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 6:00 P.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Jesús Garza, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Tom Ginter, Director of Planning & Development Services
Emilio Garcia, Health Director
Diana Gonzales, Human Resources Director
David Solis, Risk Manager
David Mason, Director of Purchasing
Deborah Balli, Finance Director
Charlie Cardenas, Public Works Director/Engineer
Leo Alarcon, Tourism Director
Kyle Benson, IT Manager
Ricardo Torres, Police Chief
Adrian Garcia, Fire Chief
Susan Ivy, Parks Manager
Robert Rodriguez, Library Director
Jennifer Bernal, Community Appearance Supervisor
Sharan Santanilla, Capital Projects Manager
Danny Pena, Street Department
Apolonio Cadena, Street Department
Cynthia Martin, Downtown Manager
Austin Jurica, Engineering's Assistance

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate called the meeting to order in the Helen Kleberg Groves Community Room at 6:00 P.M. and announced quorum with all five Commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

None.

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

1. None.

III. Reports from Commission & Staff.²

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

Mr. Jesús Garza, City Manager presented the Employee of the Month for November to Mr. Danny Pena and Apolonio Cadena of the Street Department. These two individuals assisted staff with the move to the new City Hall as well as decorating the downtown area for the holidays. Mr. Garza also introduced Mr. Israel Vasquez, Maintenance Facility Manager. Garza also update the City Commission on the testing of water meters. Meters were tested for accuracy, results showed that they are reading accurately and in are in good condition. The solution is to replace end points of meters.

Mayor Fugate presented the Because You Care Award to Amir Pirzada for his assistance to the elderly and disabled with yardwork at no cost to them. Mayor Fugate also thanked staff for their hard work in preparation of the Safety Banquet.

IV. Public Comment on Agenda Items.³

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

No public comments made.

V.

Consent Agenda

Notice to the Public

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

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

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

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

1. Motion to approve final passage of an ordinance amending the zoning ordinance granting a special use permit to locate a tower to host broadband deployment equipment near the intersection of Caesar Avenue and Wildwood Trails Blvd, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).
2. Motion to approve final passage of an ordinance abandoning an easement for utility purposes in KT&I Co., Block 17, Lot W PT3, 2.14 acres (Between Caesar Blvd. and Carlos Truan Blvd.). (Director of Planning & Development Services).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2016-2017 budget to accept and expend a donation to the Volunteer Fire Department. (Director of Finance).
4. Motion to appoint Dawn Bolinger to the Historic Development Board for a three-year term. (Downtown Manager).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Consider a resolution authorizing the City Manager to enter into an Agreement for Professional Services between the City of Kingsville and Populous, Inc. for Professional Planning and Concept Design Services for the JK Northway Coliseum Facility. (RFQ 16-15). (City Manager).

Mr. Garza stated that this item approves a contract with Populous/Half Associates for Master Planning Services for the JK Northway Exposition Center & Fairgrounds. In October the City Commission selected Populous/Half Associates as the firm to proceed with contract negotiations for the development of the Master Plan for JK Northway. Populous/Half Associates was selected via an RFQ Process that saw three proposals submitted. After an evaluation, staff recommended the selection of Populous/Half. Master Planning Services for the JK Northway is Step 1 of our efforts to bring about capital improvements and additions to the JK Northway and Fairgrounds. The total cost of the contract is \$45,100 of which \$40,000 will come from Tourism funds and \$5,100 is coming from savings from CO 2016 Series.

Mr. Christian Lentz, Senior Planner for Populous/Half Associates, stated that the Parks & Recreation Master Plan project includes a consensual site plan for the Dick Kleberg Park. The scope of services for this project specifically left out the JK Northway and the fairgrounds site from that particular project with the intent that at a future date that not only would the site of the fairgrounds be evaluated, reviewed, and accessed but so to would the coliseum building as well. Half Associates is the prime consultant for the Parks & Recreation Master Plan, they are a sub-consultant to Populous, Inc. specifically on the building inside assessment for the JK Northway Coliseum. The recommended scope of services is essentially for a six-month planning process that will overlap to some degree with the Parks Master Plan process. Lentz stated that their intent is to finish the Parks master plan before the process for the exposition center is complete, however at the conclusion of the JK Northway project they would include any necessary amendments for the City. The scope of services proposes three visits by both Populous and Half staff, the first being a review of existing condition with City appointed stakeholders, some of which may be the same stakeholders they work with in the Dick Kleberg Park planning process which will be followed up by a conceptual planning workshop. Populous will prepare a handful of different buildings and site scenarios that city stakeholder can consider to identify both and essential improvements that need to occur to the building that may make it an

efficient building and also concept that would maximize the use of the building over time and site in the future. A second workshop would be followed by the development of a preferred building plan and conceptual site plan that would be linked to the overall that Kleberg Park conceptual site plan which would be presented and provided to the City Commission in a final presentation. Final deliverables for this project which include the site plan of which Halff Associates would be responsible for but also building plans, building elevations, 3D renderings, order of magnitude cost estimates, and a five to ten-year capital improvement program for this particular facility.

Commissioner Garcia commented about the RV Connection at the JK Northway Coliseum regarding information on electrical and water supply, but no information was given on waste disposal. He further asked if Halff Associates would be responsible for handling and are there sewer connections to this area currently. He commented that his concern is connecting all the facilities to a sewer system.

Mr. Lentz commented that what Commissioner Garcia commented on would be discussed during the first workshop with the City Commission which would be scheduled for a future date.

Mr. Garza commented that when staff originally budgeted for this project, it was budgeted \$40,000 from the Tourism Fund. This was done by knowing how much something like this would cost. Staff now knows that the cost is \$45,100 of which \$40,000 is coming from Tourism Fund and \$5,100 is coming from savings from CO 2016 Series.

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

6. Consider introduction of an ordinance abandoning an easement for utility purposes in Hobbs Valley 1, Block 1, Lots 2 & 4 (between 3703 and 3701 Andron Lane). (Director of Planning & Development Services).

Mr. Ginter reported that Mr. Morales wants to put an addition on to his house which is located at 3703 Andron. In their research his property they realized that there is a utility easement in between the two lots. Before he can proceed with his addition the easement needs to be abandoned. Ramon Perez has made the necessary call to determine if any utilities are in the easement and there were none found. The City also has no utilities in the easement and has no plans to put anything there. Abandoning the easement will allow Dr. Morales to add to his home which will require a building permit and will add appraisal value to the home.

Introduction item.

7. Consider a resolution authorizing the Mayor to enter into an Amended Interlocal Agreement between the City of Kingsville, and the Kingsville Independent School District relating to waiver of certain planning fees in exchange for certain land to make changes to Exhibit C (due to project revisions). (City Engineer/Director of Public Works).

Mr. Charlie Cardenas, City Engineer/Public Works Director reported that in January 2014, the City of Kingsville entered into an Interlocal Agreement with the Kingsville Independent School District (KISD) relating to waiving certain fees in exchange for certain land. The contract included waiving fees for plan review of the new high school, a new auditorium and gymnasium, a 5,500 SF warehouse; demolish a 24' by 40' building near Lamar School; demolish a 74' by 28' building by MoPac field, sweep 7 KISD school parking lots (2 times a year for the next 5 years) and pave the KISD administrative building back parking lot (Labor and equipment only). The total cost of city services in exchange for the land was \$171,610.73. Cardenas further stated that since the time that the agreement was approved by the parties, KISD has decided not to construct an Auditorium, leaving an in-kind service balance of \$17,979.47. This change has left an estimated total in-kind service balance of

\$17,979.47. The parties have met and come up with an amendment to the services to be provided in order to cover the recently discovered in-kind shortfall. The City will provide additional labor and equipment on work to be done for the KISD Administrative Building Parking lot by removing the old concrete and doing drainage work to better drain the parking lot. The City will not pay for materials related to this project and there will be no financial impact to the City of Kingsville as the amendment is for equipment and labor in-kind services.

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

8. Consider a resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas as the Kingsville Professional Firefighter's Association, International Association of Firefighters (IAFF) Local #2390 for fiscal years 2016-2020. (Director of Human Resources).

Mrs. Alvarez commented that staff has had several meetings over the course of several months and through healthy discussion on both sides have come to a proposed contract. This contract would cover a four-year span as oppose to a three-year span which is what most of the prior contracts with the Fire Union had done and that was something that they had requested or suggested was a four-year contract as oppose to a three-year contract. This might make future collective bargaining more convenient for the parties because wouldn't be doing police and fire in tandem, they would be offset. Alvarez further stated that in the contract with regards to this she updated the Commission that in the resolution that accompanies the agreement the date with regards to the Union vote was left bland because at the time staff prepared the agenda and posted it they had not yet voted on the agreement. Based on their representation to staff at the meeting last week they felt fairly confident that they would be well received and staff found out that they did vote on it on Friday of this past week and it was approved by membership therefore staff will be inserting the approval date on the final resolution.

Commissioner Garcia commented that what he finds interesting is that items that were struck from this contract were agreed to in the past.

Mrs. Alvarez commented that with her experience in the past sixteen and a half years, things will be going well with the police or fire contract then an incident might occur with a particular member so when the next round for the bargaining the contract comes up they want to clean up that area.

Mayor Fugate asked Mrs. Alvarez that if this contract is fair to all the parties concerned. Mrs. Alvarez responded yes, it shows that the city has done with non-civil service staff and the police union it shows appreciation for Firefighters and the work that they do. She further commented that it's a fair and reasonable with regards the compensation study that the Commission had the outside consultants do as well.

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

9. Discuss the provision of city services in the extra-territorial jurisdiction and the annexation process. (City Manager).

Mr. Garza commented that this is something that staff has been working on for a few months in terms in gathering the information. This came about during the budget workshop at the direction of the Commission to take a look at some of the city services that are more

in the immediate ETJ areas with the purpose of having a conversation on the potential future annexation.

Mrs. Alvarez commented that annexation can be a detailed oriented process. In August 2012, the City of Kingsville did its last annexation and prior to that it was back in 1997. Annexation is the process by which the city extends municipal services, regulations, voting privileges and taxing authority to a new territory within the city's ETJ. For a city of our population the State Statute provides for a two mile ETJ. The City is a Home Rule city and since that the City can annex property on a nonconsensual basis as well as by consent. The City Charter provides for annexation with or without consent of the property owner which is stated in Article 1, Section 4. The first step is looking at the area that the city may be interested in annexing. Once staff hones down the area then staff would be looking at preparing a legal description for the area and with that you would need to look at the various municipal services that are provided there as well as the size of the area to be annexed as the Statute places limitations on the total amount of the area that a city can annex in a year. This is usually 10% of the total area of the city as of the city's size on January 1st. The Statute also provides that if the city hasn't annexed it can carry the 10% from prior years over to the next year. However, there is a cap of 30%, whatever the city is looking at doing plus any prior years' carryover that would be the maximum. Once the City Commission decides the area they are anticipating in annexing, staff would be coming back before the Commission and asking the Commission if this is something that they would want to move forward with and directing staff at a future meeting to prepare a service plan for the area or areas that are intended for the annexation. Staff will then look to see if those areas are places where a three-year service plan would be required or if those are areas that are exempt from a three-year service plan. Alvarez further commented that what this means is that there is an annexation service plan and then have the provision of service plan. With the annexation service plan, if it's not exempt then the plan is set in place and then the city will have to wait three years before annexing the property. If it's an exempt property, as was in 2012, the city may still have a service plan to show that the city can provide the basic municipal services that the citizens in town receive currently in the area to be annexed. The city would then have to wait the three years before the city can incorporate the new land into this city's municipal boundaries. With regards to the service plan it's something staff would work on once staff receives direction from the City Commission at a future meeting. It would look at all the city services that are currently received by citizens within city limits which includes fire, police, EMS, solid waste collection, water, sewer, and drainage roads and other things that need to be looked at. Some of the maps that staff has prepared, they tried to identify some of those areas and which services they might already be receiving even though they are not currently in the city limits, which would make the annexation process less expensive. The Commission would need to set two public hearings at a future meeting before any potential plan be presented to the Commission for adoption.

Commissioner Pena asked if there are specific discussion that have occurred that prompted this particular discussion to come up.

Mayor Fugate responded that he thinks it is him. Fugate stated that he has spoken about this for the last 3-4 years as he is aware that there are properties outside the city limits that are receiving city services. He feels that it's unfair to the tax payers inside the city limits not to have those individuals paying taxes as well and this is why he has been pushing the annexation issue.

Maps were provided to the City Commission of area(s) outside the City limits.

Commissioner Pecos commented that what concerns him is that when the annexation was done in 2012, the areas that were incorporated at that time had city services.

Mrs. Alvarez responded that with regards to that, which is detailed out in the service plan statute as well, you look at what is the land use, what is the density and what is the topography for the area that you are annexing, then you need to be able to provide within a certain period of time the same services reasonably for other areas that are currently within the city limits that have the same topography density and land usage. So if you currently have an AG area in town they may or may not have a waterline to their property but perhaps they don't have sewer. But if they are large enough then they have access to a septic system so in the statute if you have that comparable within the city limits, so long as you're meeting that outside the city limits as well then it should be fine.

Commissioner Pena asked if Mrs. Alvarez answer was yes or no to the question.

Mayor Fugate commented that what it was, was the apartment out by the Golf Course which did receive all city services.

Commissioner Pecos commented that he is aware of a State Statute that states that the city has so many years for the city to provide services, he believes it three years.

Mrs. Alvarez commented that with the last legislative change that occurred to that section of the statute, the services generally have to be done within two and half years of adoption of the plan unless when you do your service plan it's not reasonable that you're going to be able to provide the services within that time then the you can adopt in your service plan a schedule through which the city will try to substantially complete, which is a term of art that is in the statute, work within a four-and-a-half-year period which can actually be extended, and so it understands that you might have areas like the big annexations that Portland, TX has recently done or that Corpus Christi has done where you have lots and lots of AG area. But if they know that they will have to go through the process then perhaps acquiring rights-of-way and going through a capital expenditure process, that is part of the analysis of a service plan as well, it might be that we are going to initiate the process but not necessarily have everything installed in the ground such as water spickets ready to turn on at year four and a half.

Commissioner Pecos commented that when the city annexed going north on Sage Road, the city was able to the road The city received complaints about citizens in this area not having sewer services, therefore the city provided them with the service. Pecos further commented that he receives complaints from the residents that live in that area regarding potholes. Pecos further commented that the County was going to provide the materials and the city would provide the labor and equipment, but as of this day, nothing has occurred. He further commented that with the city annexing this location in 2012, the city should repair the street.

Mrs. Alvarez commented that the annexation in 2012 was for the South West side of town where Hawks Landing is located. She further commented that Sage Road may have taking place in 1997.

Commissioner Pecos further asked Mr. Cardenas if staff was planning on going out to Sage Road and temporarily fix the potholes.

Mr. Charlie Cardenas commented that staff will do temporary fix on the potholes but the City is waiting on the County Grant Engineers to solidify and get a firm date as to when we're going to have the material to get this project started.

Mr. Garza commented that currently the city limits only goes towards halfway to Sage Road and the County Road. Staff can only take care of potholes only until that point and not all the way to FM 1355.

Commissioner Pecos commented that staff would only need work on what's inside the city limits.

Mr. Garza commented that the city has been waiting on the County to follow through with providing the material for the city to do the work, not only for the rest of Young Drive but also the road near the landfill.

Mr. Cardenas commented that the road near the landfill and E. Kenedy pass the American Legion and McAda.

Commissioner Pecos asked if that money was coming from a grant that the County has received.

Mr. Cardenas commented that this is money from a grant that the County received.

Commissioner Pecos commented that the County does not have any more money from that grant so he's not sure where they would get the money to fix the road.

Mrs. Alvarez commented that this is not our problem and Mr. Garza commented that this has not been communicated to the City.

Commissioner Garcia asked that the ETJ is 2 miles. Mrs. Alvarez commented that you generally annex within that 2-mile radius. Garcia further asked that the city can annex up to the two miles.

Mr. Garza responded that you could but only if it's within the percentage that the city can grow.

Mrs. Alvarez commented that this is a very convoluted section of the Government Code and there are not hard rules because there are so many exceptions to each of the rules so with regards to Commissioner Garcia's question, in theory the city can annex out perhaps not all the way around the city out two miles as it might exceed the 30%, but in a particular area you could theoretically assuming it didn't violate that space restriction go out to the two miles. In doing so, it would extend out the ETJ further in that direction.

Commissioner Garcia made some comments on the maps provided to the Commission that were not picked up on the audio as he moved away from the microphone.

Commissioner Lopez asked Mrs. Alvarez to repeat what was mentioned about the 10%.

Mrs. Alvarez explained that in the State Statute it states that each year whatever the city's total area is as of January 1st, then during that same calendar year they could annex up to 10% of whatever the total size is. So with regards to that, if the city hasn't done an annexation in a few years then theoretically the city could have its 10% from last year and the 10% from the year before that and combine the 10% for this year to get a maximum of 30% that could be annexed.

Commissioner Lopez asked that if the City could go back as far as 2012. Mrs. Alvarez responded that it would be more than 30% but the city could go up to 30% if the city chooses to but can't go over that amount. Alvarez further stated that the city could carve out certain areas that don't count against the city when you are adding in the land square footage, so if you were adding in area that the city or the county or the state or the Federal Government owns and that land is being used for public purposes then that doesn't count against the 10% for the year. So in essence you could have more space because they don't consider that public land to be counted in the cap.

At this time, Mr. Garza stated that he would like to go through the maps that were given to the City Commission. Maps are printed at the end of the minutes as Exhibit A.

Map 1 shows the almost fourteen miles that is the City of Kingsville which is denoted by the red line. For purposes of this exercise it has been split up into eight sections which each has its own map.

Mr. Garza commented that as part of the conversation, staff not only took a look at water and sewer, which are color coded on the maps staff also looked at trash pickup, stormwater fee, five-year history of emergency calls which is Fire, EMS, and Police as staff wanted to take a look at if the city was the primary responders in areas outside of our city limits. Garza further stated that the Commission will notice on the maps that there are blue and green lines; blue lines are existing water lines and green lines are existing sewer lines. These were placed there as there are areas in the ETJ that currently do not subscribe to one of those services but however have access to that service already.

Map 1 represents North of Kingsville. This map shows how residents have water by the blue line. There is a lot of agriculture and undeveloped land therefore that is why there is some blue lines missing. The color coding is based off of existing accounts with the City's Water Department. On Young Drive, the map shows how sewer goes almost about to the city limits on Young Drive. This map, outside of water doesn't have high activity for existing services, but does get some level service.

Map 2 represents East Sage Road; it shows that there is not a lot of development in this area at this time. It does show how water does run along Sage Road. It also shows that sewer runs along the highway which is represented by the green line on the left of the map. The green line also comes from Southeast going upwards towards Sage Road which shows in the vicinity where there is some of that. It also shows that with that one specific property that is shaded and has lines through it, it's blue because it gets water and has the red lines going through it because the city picks up their garbage. This is a property that in this particular map is outside city limits that receives some city services.

Commissioner Garcia asked if it showcases South Texas Water Authority (STWA). Mr. Garza responded no, STWA is west of the highway.

Map 3, shows where some of the activity starts to pick up. This specific area is East Corral where some of the owners are AEP. This specific stretch of Corral has both access to water, sewer, trash pick and pay a stormwater fee. These maps show how they come together with some of the services that certain sections of out ETJ are receiving.

Map 4 shows the neighborhood that is southwest of the city limits which is the Escondido area. Water is provided to them at a wholesale system but don't have access to sewer. Roads in this area are maintained by the County. This is an area that has a lot of road and infrastructure. This may not be an area that needs to be looked at now but maybe that does receive water from the city.

Mayor Fugate that there was a movement to annex this area in the past, but they fought it. Years later, they realized that maybe annexation is not a bad idea so they wanted us to annex it but after staff did its research, it would cost the city too much money. Mr. Garza commented that up to this day, it would cost a lot of money.

Map 5 shows Master Drive which receives several city services such as water, sewer, garbage pickup, storm water fee, and also receive emergency calls that are responded by Police, Fire, and EMS.

Mayor Fugate asked that when staff says that there is water, are there fire hydrants already in place in this area.

Mr. Garza responded yes. Garza continued to state that this particular piece of property, because it is close to the Golf Course, Mrs. Alvarez made the comment about how

properties that are either owned by the County or City that are used for public use don't count against the City's 10%. The Golf Course would be a perfect example of that as the Golf Course is not inside the City limits. If the City would pursue to make the Golf Course inside the city limits it would encounter against the city's cap associated with growth. The same could be said about our South Wastewater Treatment Plant wouldn't count because of its use for the public.

Mayor Fugate commented that the Federal Government owns the property and if they want to annex that it could but it's not what the city is looking at doing.

Mr. Garza asked if he was talking about the Golf Course.

Mayor Fugate responded yes. He further commented that it wouldn't add any valorem taxes.

Mrs. Alvarez commented that this is why it doesn't count against the capacity. Mr. Garza commented that with law enforcement, in case there should ever be a need for response to the Golf Course both EMS and Police would respond.

Mrs. Alvarez commented that with some level of restrictive uses in the event someone was looking to put perhaps a cell tower or construct something that was high having the city have jurisdiction over the year as opposed to having JAZB gives a little more leeway for regulatory purposes.

Map 6 is of FM 1717 which is another piece of property that receives city services and has access to city services for example all of these properties currently are on septic however the map shows that there is a sewer line that runs down FM 1717, so the expense to the City would be very minimal as the sewer line is already there on the other side of the road. They already receive water and garbage services. This specific part of FM 1717, the road at least, is maintained by Texas Department of Transportation (TXDOT) which already inside the city limits which is an area for consideration based on the fact that they receive some city services that they currently receive but do not pay city taxes. Garza stated that this area is an area that is confusing because of brush pickup as after the storm, the city received calls about different things which makes this area an area to consider.

Map 7 shows an area that is further East of FM 1717. This area shows is shown more specifically because of the rectangle area which is the Mobile Park Home that is located on FM 1717. Garza stated that staff has been in communication with individuals from the mobile park because they have issues related to their sewer that they are trying to address so they have requested or are in the process of requesting to tie into the South Wastewater Treatment Plant of which staff has communicated to them that it wouldn't be a problem as long as they are ok with potential of them being annexed as they would be receiving city services. This is an area that potentially would volunteer to be annexed, assuming that the City annexes up to the area.

Map 8 shows the southern part of town which is the high school and Pan American School. Garza stated that this area is to further south to be considered at this time. But nonetheless it fell within the category of services that entities and properties get in the ETJ.

Mayor Fugate commented that his thoughts were that if the city is providing all the services to those outside the city limits, these individuals need to be inside the city limits so that they can pay ad valorem taxes. This is not fair to the citizens that live within the city limits that are already paying ad valorem taxes to provide these services and not recover those taxes, which is his opinion. Mayor Fugate commented that he would like for staff to look into maps 3, 5, 6, and 7 all need to be considered for annexation which the City provides some type of services already.

Mr. Garza stated that he has had a conversation with Glenn Jones, Liaison for NAS Kingsville, and there is interest on their part for the City to consider potentially moving the line more East because of the regulatory aspect that Mrs. Alvarez alluded to earlier in terms of right now there is as it shows on the map, staff placed the JAZB there where there is a small sliver which is a gap between the red line and JAZB. However, because of regulatory authority the base feels that there is greater test to the regulation that the city could put through zoning and through different things that maybe JAZB doesn't or can't do to its full extent currently. Garza further stated that other things for consideration that he would like for the Commission to consider is taking into account the expansion of the highway that TXDOT will go through in the next few years and potential for development in the Southern end of the City. He further stated that as Commissioner Pena alluded to potential Legislative changes related to annexation which needs to be part of the real conversation as the city needs to consider all the factors that is needed to make the recommendation and decision for annexation.

Mayor Fugate commented that there have already been some bills that have been introduced for the next legislative session.

Commissioner Pecos commented that he likes the idea of protecting NAS Kingsville.

Mayor Fugate commented that one thing that might be considered, if feasible, is when the overpass was built on the Northside of town there was some conversation in the Kingsville Record that there may be some development near the new underpass area between Bishop and Kingsville. Mayor Fugate commented that if this is the case, staff may want to look into annexing properties in the area to catch the growth that they are talking about which will help NAS Kingsville as well.

10. Consider out-of-state travel for commission and staff for ICSC Recon 2017 Exhibition and Conference in Las Vegas, Nevada from May 20-25, 2017. (City Manager).

Motion made by Commissioner Garcia to approve this out-of-state travel, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Pena, Pecos, Garcia, Fugate voting "FOR".

11. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (City Manager).

12. Executive Session: Pursuant to Section 551.072, Texas Government Code, Deliberations regarding Real Property Exception, the City Commission shall convene in Executive Session to discuss the purchase, exchange, lease, or value of real property as deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party. (City Manager).

Mayor Fugate announced both executive sessions and convened the meeting into Executive Session at 7:17 P.M.

Mayor Fugate reconvened the meeting into open session at 7:37 P.M.

VI. Adjournment.

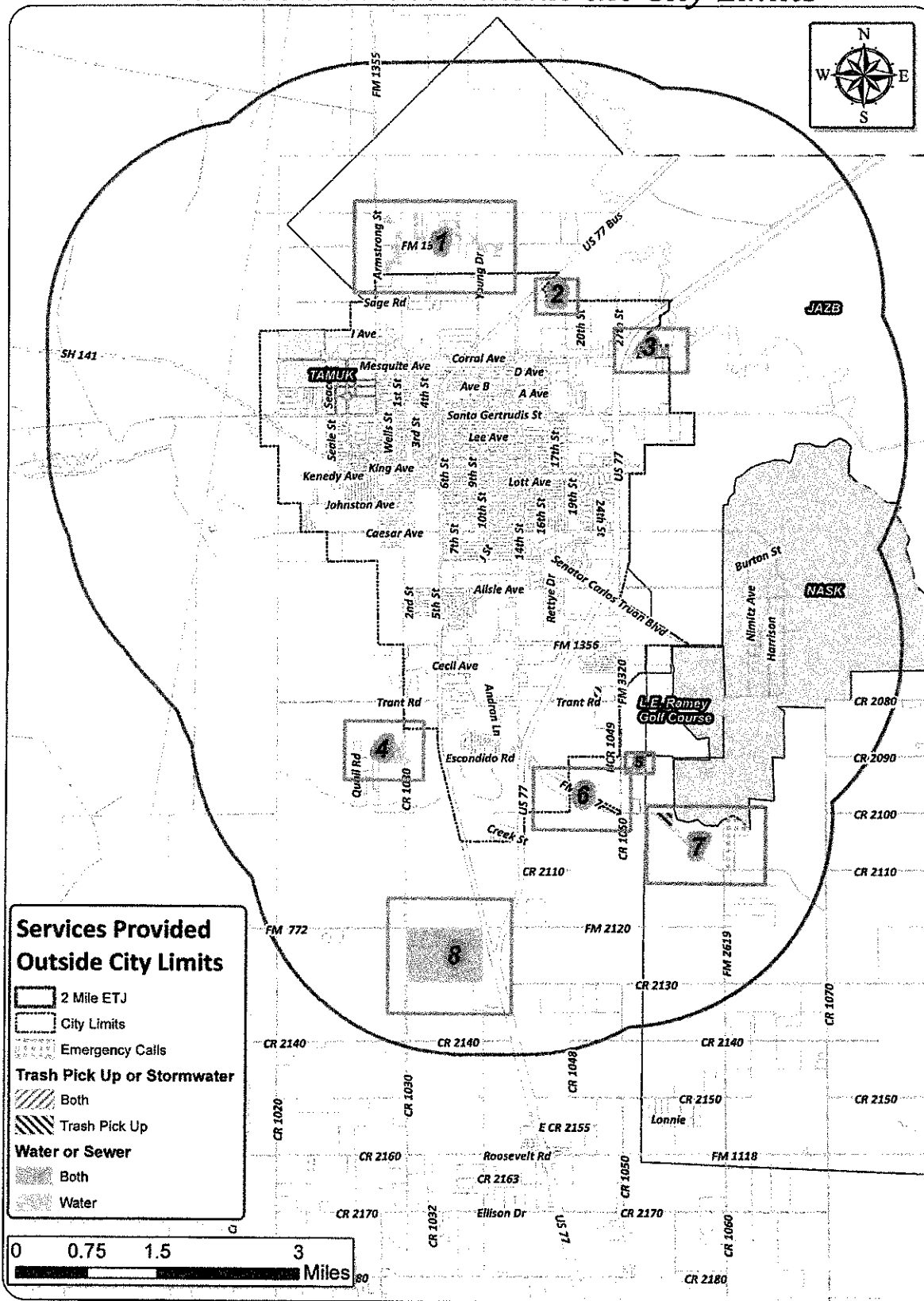
There being no further business to come before the City Commission, the meeting was adjourned at 7:38 P.M.

Sam R. Fugate, Mayor

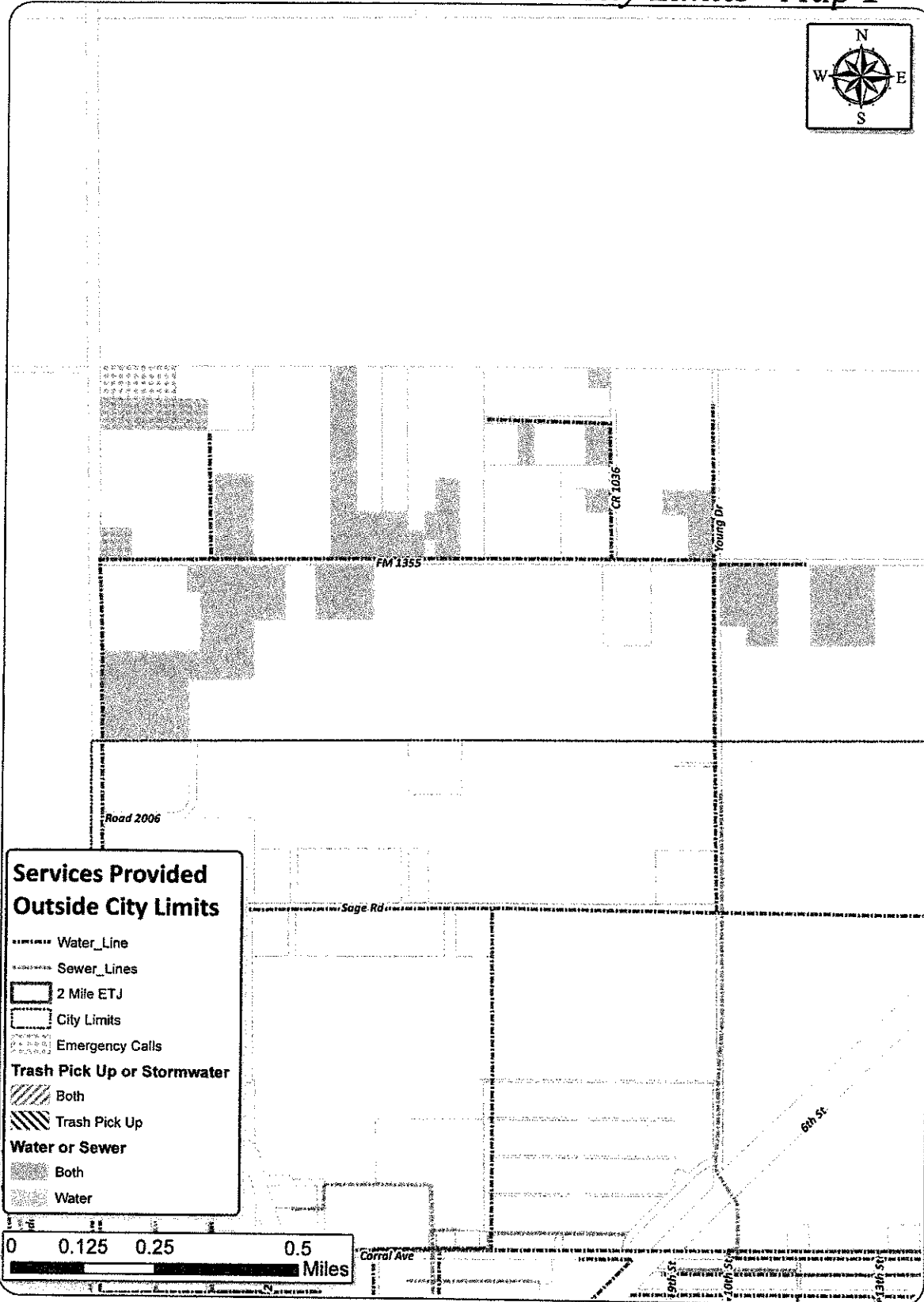
ATTEST:

Mary Valenzuela, TRMC, City Secretary

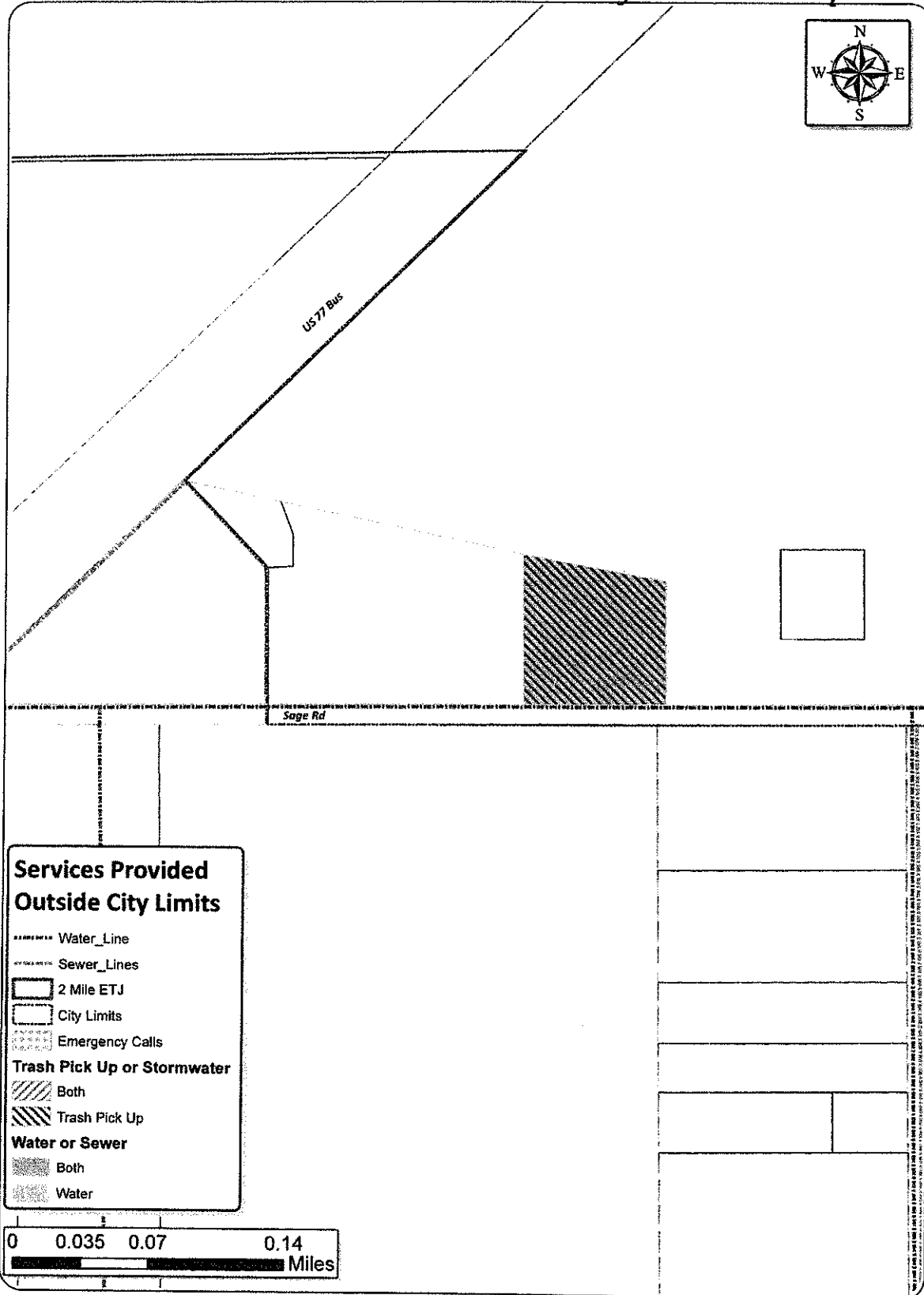
Utilities Provided Outside the City Limits



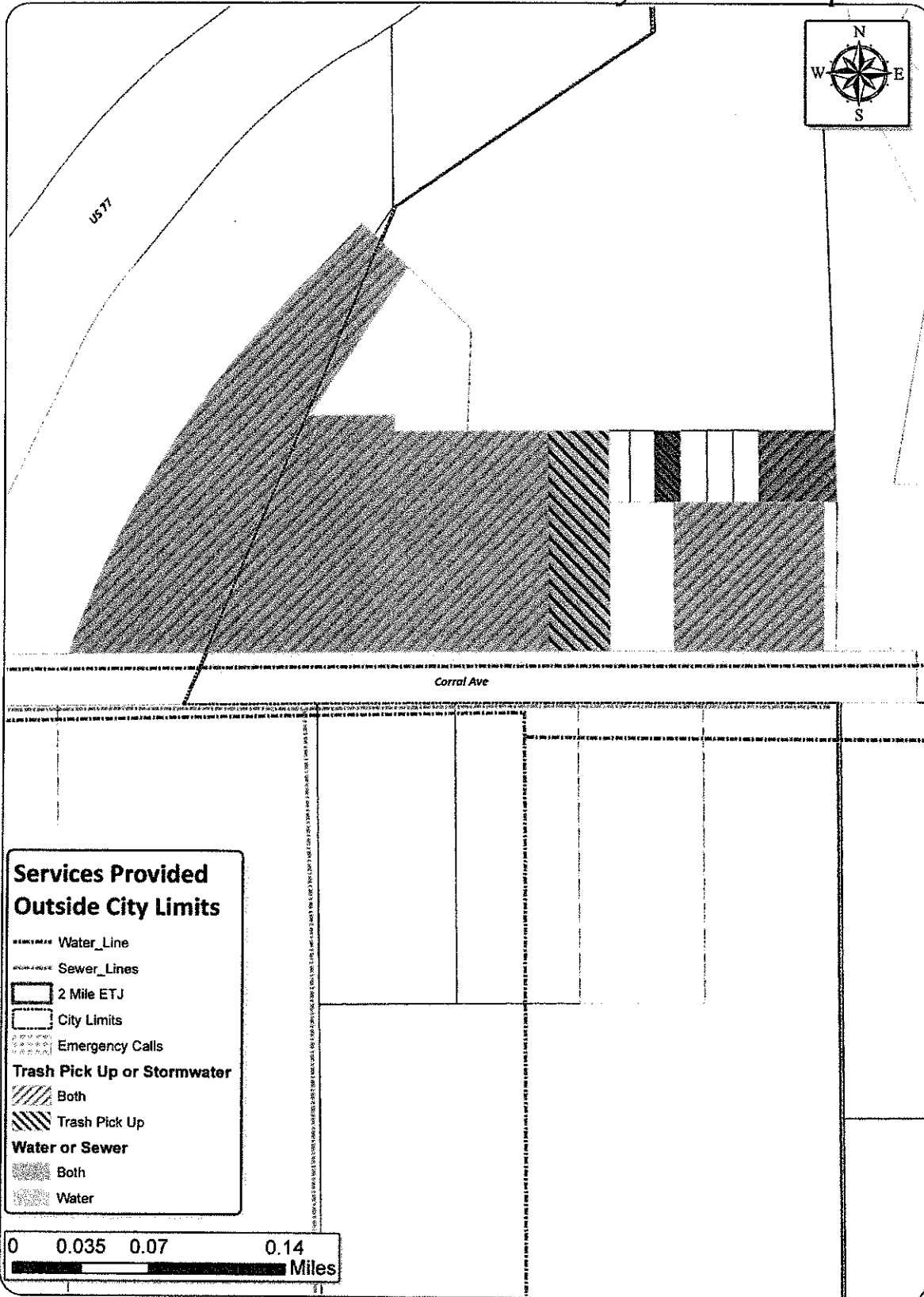
Utilities Provided Outside the City Limits - Map 1



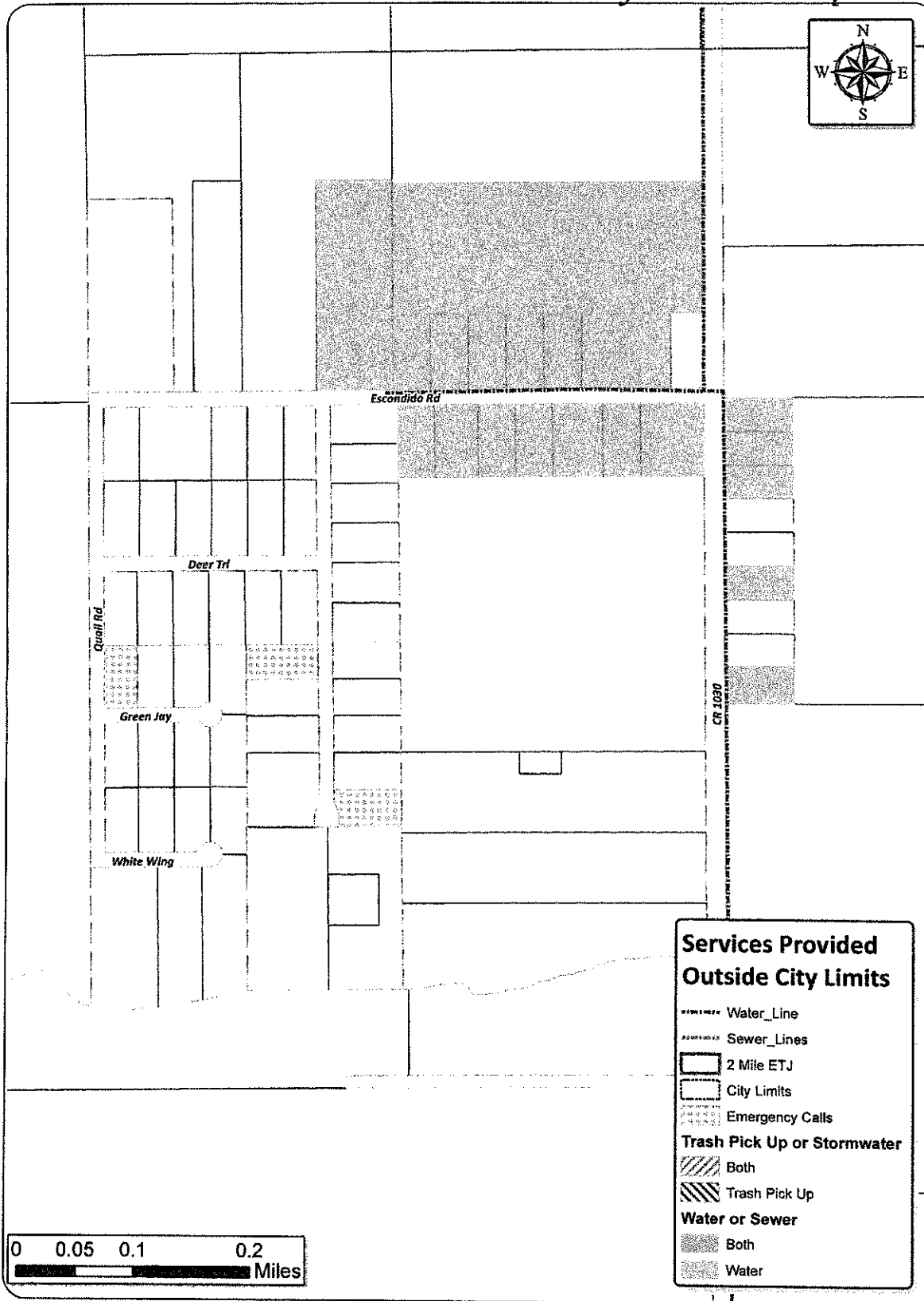
Utilities Provided Outside the City Limits - Map 2



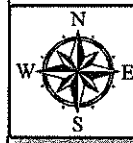
Utilities Provided Outside the City Limits - Map 3



Utilities Provided Outside the City Limits - Map 4



Utilities Provided Outside the City Limits - Map 5



Escondido Rd

Masters Dr

Services Provided Outside City Limits

Water_Line

Sewer_Lines

2 Mile ETJ

City Limits

Emergency Calls

Trash Pick Up or Stormwater

Both

Trash Pick Up

Water or Sewer

Both

Water

0 0.015 0.03 0.06 Miles

Drawn By:
Engineering Department

Last Update: 12/9/2016

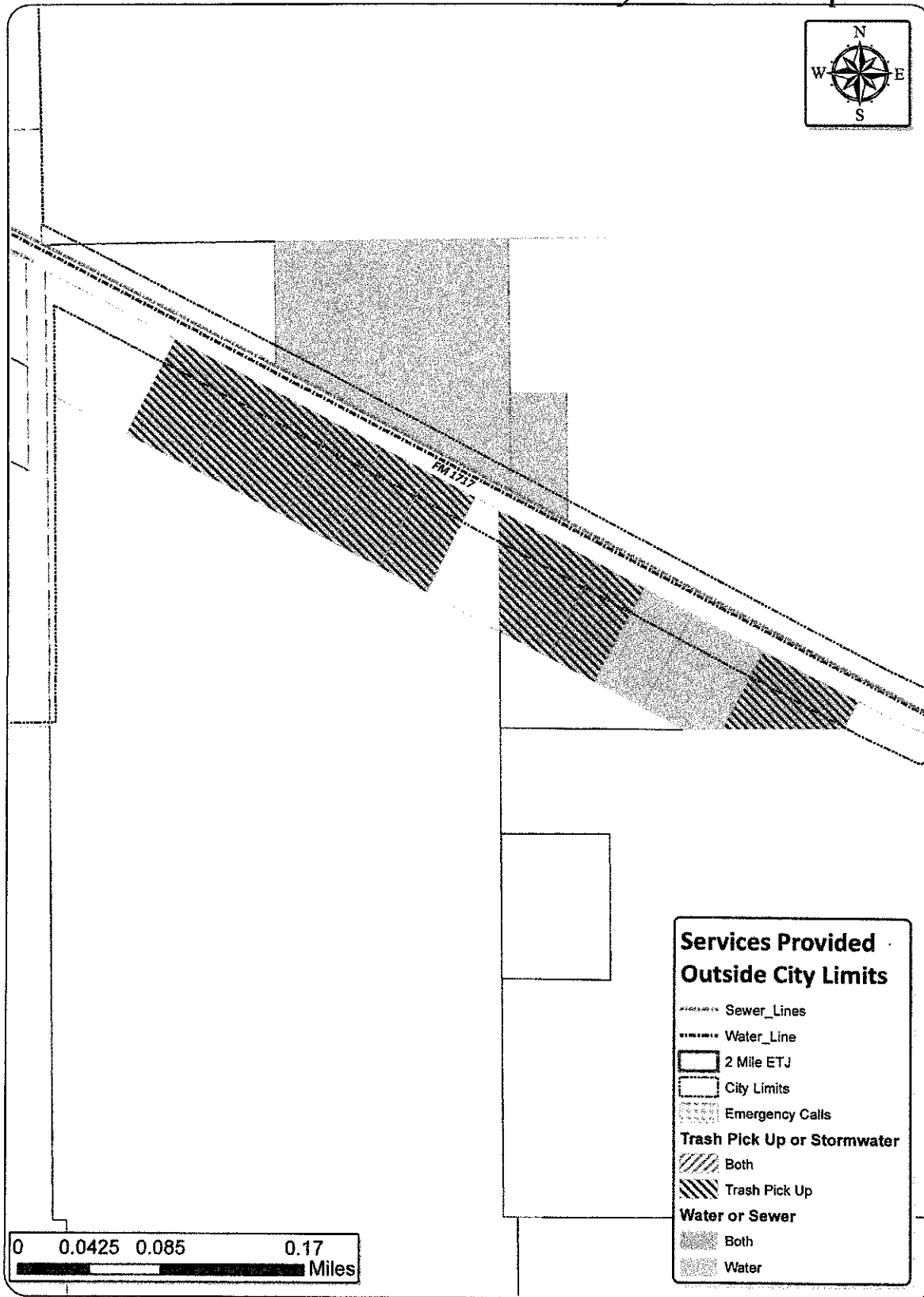
Note:

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.

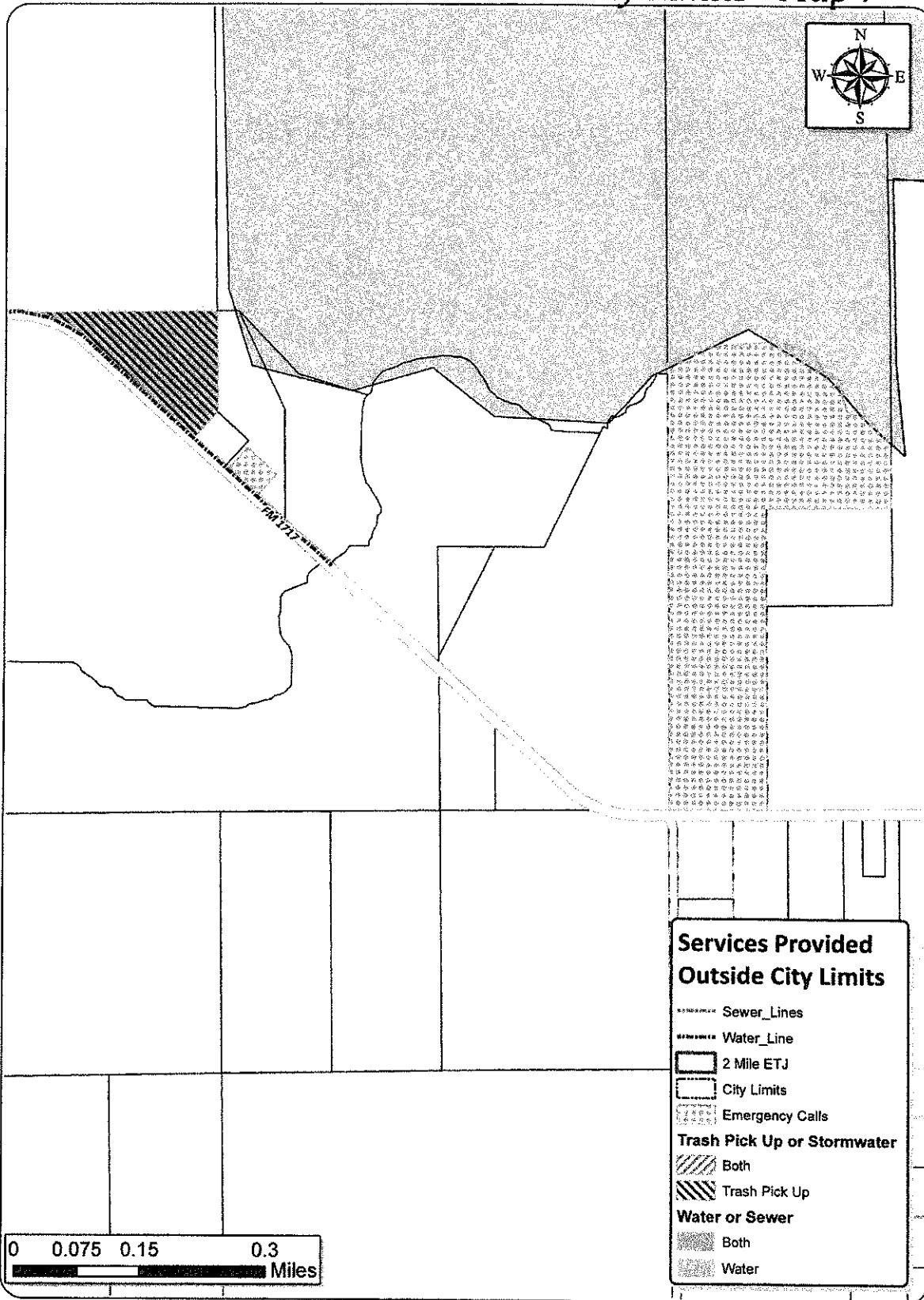


CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
200 East Kleberg
Kingsville, Texas 78363
Office: 361-595-8005
Fax: 361-595-8035

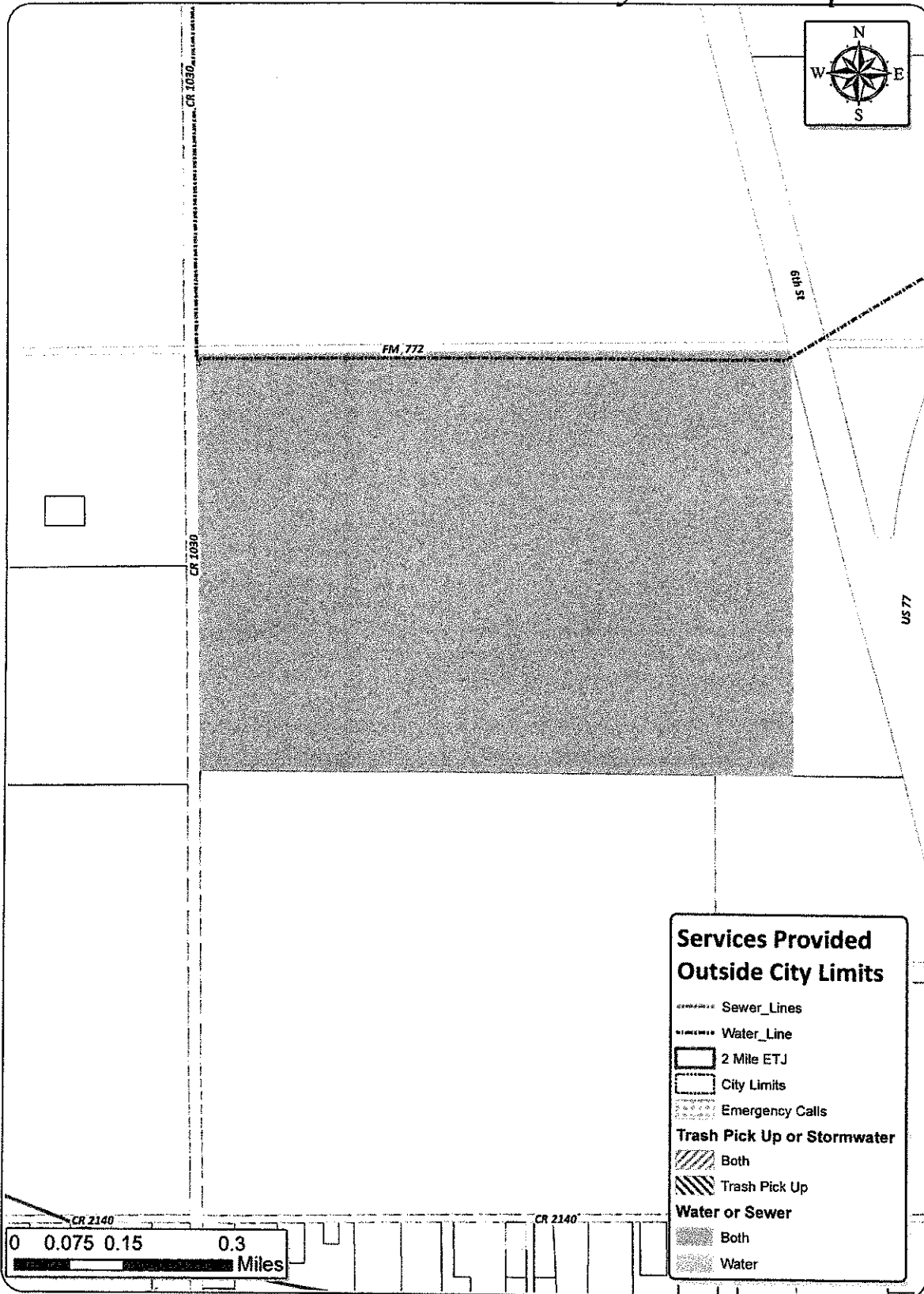
Utilities Provided Outside the City Limits - Map 6



Utilities Provided Outside the City Limits - Map 7



Utilities Provided Outside the City Limits - Map 8



PUBLIC HEARING(S)

PUBLIC HEARING #1

This English notice was published in the Kingsville Record on January 1, 2017:

PUBLIC HEARING
CITY OF KINGSVILLE
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The City of Kingsville will hold a public hearing at 6:00 p.m. on Monday, January 9, 2017, at City Hall, 400 W. King Ave, Kingsville, Texas 78364 regarding the Texas Department of Agriculture's CDBG Program. Citizens are encouraged to attend to discuss the citizen participation plan, local housing and community development needs, available funding, eligible activities, past use of funds, and development of CDBG applications. Written comments may also be submitted to the City Secretary at the address above. Persons with disabilities or others requiring auxiliary aids or services to participate in this hearing should make arrangements with the City Administrator at 361-595-8002 at least two days before the hearing. *Este aviso se puede encontrar en inglés y en español en las oficinas municipales de la Ciudad.*

.....

AVISO PARA OBTENER COMENTARIOS PUBLICOS
CIUDAD DE KINGSVILLE
COMMUNITY DEVELOPMENT BLOCK GRANT DE TEXAS

La ciudad de Kingsville tendrá una audiencia pública el día 9 de Enero 2017, a las 6:00 pm en la sala municipal, 400 W. King Ave, Kingsville, Texas 78364, para obtener comentarios del público para su beca de desarrollo comunitario de Community Development Block Grant (CDBG) del Departamento de Agricultura de Texas. Invitamos al público para discutir el plan de participación de ciudadanos, las necesidades para desarrollo de viviendas y comunidades locales, la financiación disponible, actividades elegibles, el uso pasado de fondos económicos, y el desarrollo de solicitudes de CDBG. Miembros del público también pueden someter comentarios escritos a la Secretaría de la ciudad a la dirección anterior. Personas con discapacidades y otras personas que requieren ayuda o servicios auxiliares para participar en esta audiencia pueden hacer arreglos con la Secretaría de la ciudad al 361-595-8002 por lo menos dos días antes de la audiencia.

Residentes que necesiten un intérprete deben comunicarse con la ciudad por lo menos 24 horas antes de la audiencia pública.

.....

Name of Governmental Body: Kingsville
TxCDBG Public Hearing

January 9, 2017

This image shows a full page of blank, lined paper. It features approximately 20 evenly spaced horizontal black lines running across the width of the page. The lines are thin and consistent in thickness. There is no handwriting or other markings on the paper.

PUBLIC HEARING #2

City of Kingsville
Department of Planning and Development services

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: January 5, 2017

SUBJECT: Rezoning Request from Nehemias Cantu at 211 W. Corral from R1 to R3

Summary: The Planning and Zoning Commission met Wednesday, January 4, 2017 to consider the rezoning request from Nehemias Cantu.

Background:

Financial Impact:

Recommendation: The Planning and Zoning Commission voted 5 to 0 to recommend approval of the rezoning request from Nehemias Cantu at 211 W. Corral.



City of Kingsville
Department of Planning and Development services

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: December 29, 2016

SUBJECT: Rezoning request from Nehemias Cantu at 211 W. Corral from R1 to R3

Summary: Nehemias Cantu is requesting that the property at 211 W. Corral be rezoned from R1 single family to R3 multi family,

Background: In the past year due to the market demand for student housing, the city has had a number of multi family projects built. These projects generally range from 5 to 10 units. The intent of the developers is to tap into the demand for student housing and at the same time provide a clean and reasonably priced unit. They generally have few amenities such as a pool, but may include laundry facilities on site. The developers have typically been Kingsville residents which I believe is a good thing. It is also my understanding that their occupancy rate is good so they have had minimal problems in renting out the units.

As you can see from the zoning map the project location is nearly in the middle of the residential housing between 4th and 6th. It is also obvious that R/2 and R/3 land use is moving west to accommodate the demand for more student housing. I would also add that with this project being on Corral it is one of our more highly traveled streets with a direct connection between the highway and the university.

Financial Impact: The construction of the apartment building would increase the tax base and provide another option for students to rent while they attend the university. These projects also I believe put pressure on those who own older apartment buildings and which could be in need of a facelift. I think that could be a positive thing so the market would work in causing current owners to update properties or lose tenants.



City of Kingsville
Department of Planning and Development services

Recommendation: While there are a number of positives for this project, I have reservations on the location and future impact. If this project was being built in another location there most likely wouldn't be an issue. It is clear from the zoning map that the land use for R1 is being converged upon from the west. While it is possible that Corral could transition in the future because again of traffic counts and direct access to the highway do we want it to transition to multi family? That transition could be a number of years away do we want to push that ahead with this rezoning? The Planning and Zoning Commission will be meeting on Wednesday, January 4th to make a recommendation on this item. I have recommended to the Planning and Zoning Commission to not recommend approval of the rezoning. The Master Plan designates the south side of Corral as Neighborhood Conservation which is defined as the following: These are existing residential neighborhoods whose overall character would remain as is. Over time, individual home sites may redevelop in these areas, but the overall character including density, lot size, setback, landscaping and open space would generally remain the same. The purpose of the district is to establish standards consistent with those at the time of development so as not to create nonconforming situations. My recommendation to the City Commission is to not recommend approval of the rezoning. Since the letters have been mailed out we have received one phone call against the rezoning. While the individual lives in another community he does own property in the 200ft. buffer.



CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 211 W Corral Nearest Intersection 4th St
(Proposed) Subdivision Name _____ Lot 9 Block _____
Legal Description: Westside AC, Lot TR 9, Acres 0.9753
Existing Zoning Designation R1 Future Land Use Plan Designation R3

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Nehemias Cantu Phone 956 499 4705 FAX _____
Email Address (for project correspondence only): nehemiascantu@aol.com
Mailing Address 115 E. Main City Bishop State TX Zip 78343
Property Owner Nehemias Cantu Phone 956 499 4705 FAX _____
Email Address (for project correspondence only): _____
Mailing Address _____ City _____ State _____ Zip _____

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

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

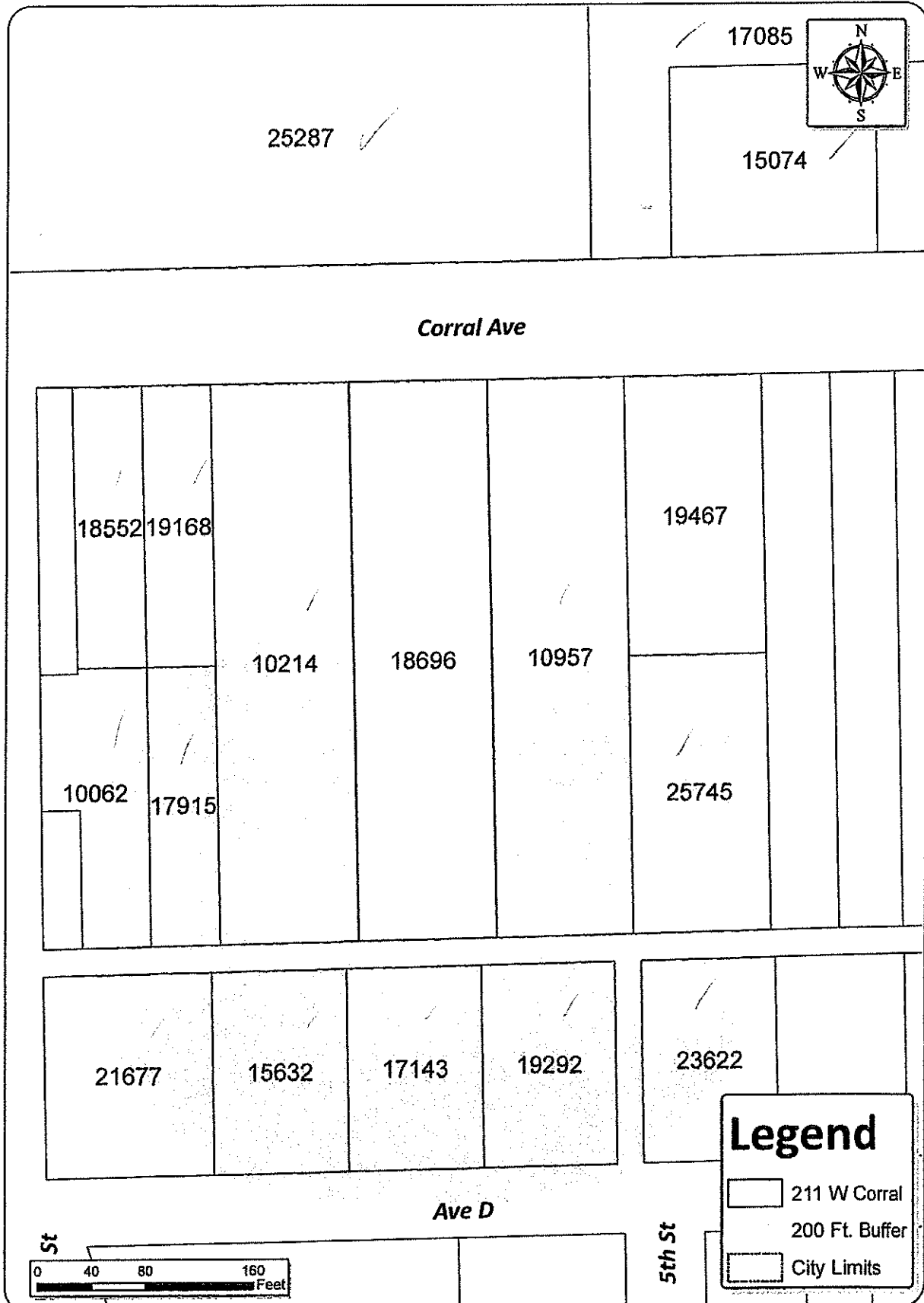
Please provide a basic description of the proposed project:

Residential to R3

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 Nehemias Cantu Date: 12-13-16
Property Owner's Signature Nehemias Cantu Date: _____
Accepted by: _____ Date: _____

211 W Corral



K I S D
PO BOX 871
KINGSVILLE, TX 78364-0871
#25287

JOSE VILCHES
237 W CORRAL AVE
KINGSVILLE, TX 78363-3214
#18552

FABIAN M SANCHEZ III
221 ½ W CORRAL AVE
KINGSVILLE, TX 78363-3214
#17915

RAMIRO BARRERA JR
201 W CORRAL AVE
KINGSVILLE, TX 78363-3214
#19467

ROBERTO RAMOS
220 W D AVE
KINGSVILLE, TX 78363-3731
#15632

GILBERTO Q SOLIS
9818 LAKEWOOD DR
CONROE, TX 77306-6558
#23622

TEXAS VALLEY PROPERTIES
LTD
1654 THE ALAMEDA STE 100
SAN JOSE, CA 95126-2205
#17085

ERNAN C GUTIERREZ
307 W CORRAL AVE
KINGSVILLE, TX 78363
#19168

ROBERTO R RODRIGUEZ SR
PO BOX 348
KINGSVILLE, TX 78364-0348
#10214

GLORIA EMILA HANNON
6725 GREENDALE CT
NORTH RICHLAND HILLS,
TX 76180-2605
#25745

PEDRO RODRIGUEZ JR
210 W D AVE
KINGSVILLE, TX 78363-3731
#17143

ALI SANA LLC
4510 IRON RIVER DR
CORPUS CHRISTI, TX 78410-5821
#15074

PEDRO T RODRIGUEZ
1432 N 4TH ST
KINGSVILLE, TX 78363-3778
#10062

RUFINO SENDEJO III
722 E AVE B
KINGSVILLE, TX 78363
#10957

VICTOR RAMOS III
230 W D AVE
KINGSVILLE, TX 78363-3731
#21677

JOSEFA H CASTILLO
PO BOX 566
KINGSVILLE, TX 78364-0566
#19292

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, January 4, 2016 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

ITEM #1 - Nehemias Cantu, owner, requesting the rezone of WESTSIDE AC, LOT TR 9, ACRES 0.9753 also known as 211 W CORRAL from (R1) Single Family to (R3) Multi-Family.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday January 9th, 2016 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

ITEM #1 - Nehemias Cantu, owner, requesting the rezone of WESTSIDE AC, LOT TR 9, ACRES 0.9753 also known as 211 W CORRAL from (R1) Single Family to (R3) Multi-Family.

ITEM #2 - Andy Edwards, owner, requesting approval of a replat of the final plat of Caesar Place Addition Annex, Bring All of Lot One, Caesar Place Addition Annex, an addition to the town of Kingsville, Kleberg County Texas, and part of Farm Lot 3, Section 17, the Kleberg town and improvement company's subdivision to Kleberg County, Texas. 0.88 acres

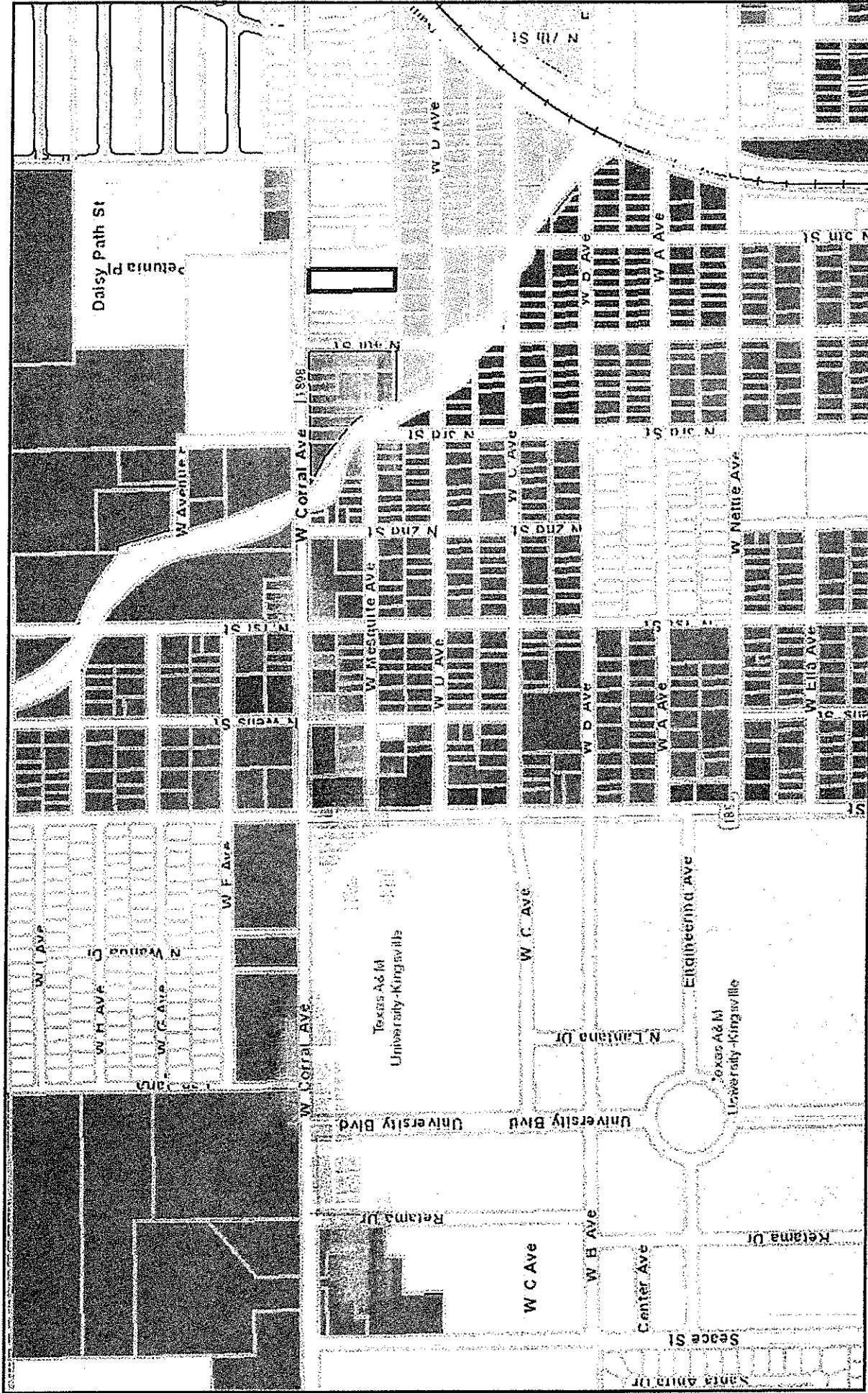
The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

Legend for Zoning Map

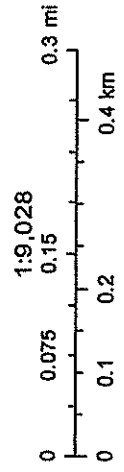
1. Property outlined in blue is project location. The address is 211 W. Corral. The zoning is R1.
2. The property in yellow on the south side of Corral next to the project location is zoned R1.
3. The property in the orange/brown to the west of the project location is zoned R2
4. The property in the red/pink is zoned C2.

Legend for Master Land Use Map

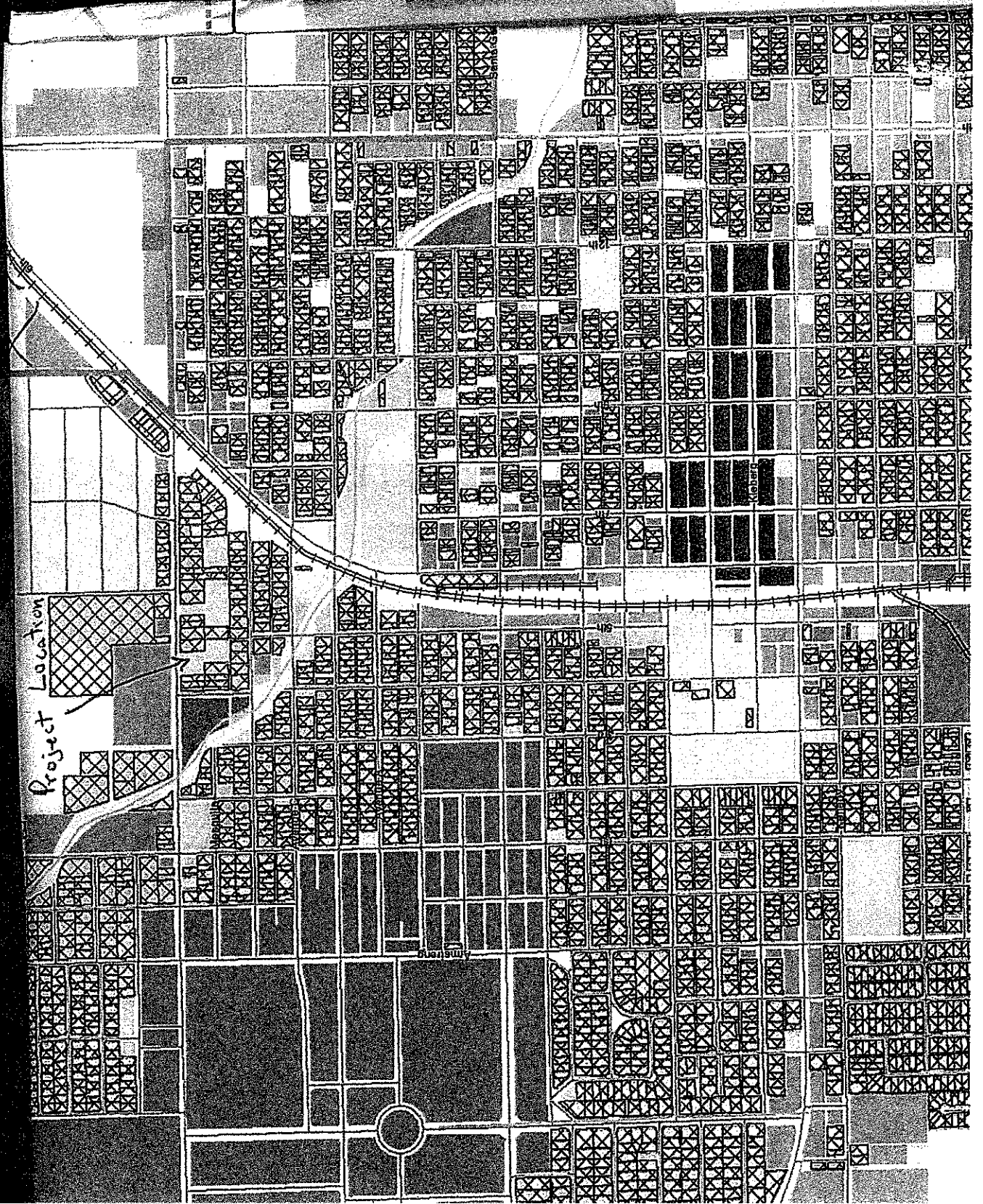
1. The project location is identified by the arrow to the spot. The hash marks on the lots designate neighborhood conservation.



December 29, 2016



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),



* **Neighborhood Conservation** – These are existing residential neighborhoods whose overall character would remain as is. Over time, individual home sites may redevelop in these areas, but the overall character including density, lot size, setbacks, landscaping and open space would remain generally the same. The purpose of this district is to establish standards consistent with those at the time of development so as not to create nonconforming situations.

* **Urban District** – This district includes both the *University Urban* and *Downtown Urban* Districts. The intent of the University Urban district is to allow intensive development around the University to accommodate student living and services. This district was created to allow a blend of housing types within an urban context. The primary use is residential, but a certain amount of first floor retail would be permitted for live-work arrangements and convenience shopping and services. The development options within this district allow for three- and four-story, multi-family residential units with a density bonus for providing three-story units as this is the preferred development option within this area. Additionally, this district allows for retail on the first floor (up to 50 percent) and upper floor residential. A minimum site area would be required to develop or redevelop within the district, subject to standards to preserve the character of the district and to co-exist with adjacent uses. The minimum site area is typically one-half block for townhomes and one block for multi-family development. To encourage redevelopment, the minimum area may be reduced to one-quarter block (essentially three lots). It should be noted that the area within this district adjacent to the University is expected to transition over time. Reinvestment in this area may be initiated by individual land owners or, in some instances and under certain circumstances, may be assisted by the City or another public agency. The land use plan is for the purpose of guiding land use and infrastructure decisions and does not express any particular intent as to the timing of development or redevelopment nor the means by which such may occur.

The *Downtown Urban District* encompasses the immediate downtown area. This district would allow for a mix of uses including retail on the first floor and upper floor residential with a maximum density of 23.25 units per acre. A series of form (architecture detail) and design standards should also be put in place to preserve the historic and urban character. Standards should include zero front and side yard setbacks, a minimum building height, and requirements relating to building scale and massing, building exteriors, site lighting, and signs.

* **Suburban Commercial** - This land use district is appropriate adjacent to and abutting residential neighborhoods and other areas of aesthetic value. Generally, the building scale is limited to no more than 15,000 square feet (a typical drug store) and 60,000 square feet per intersection, with "residential in appearance" design standards, i.e. roof style and material, lighting, signage, parking, landscape surface ratio, etc. The landscape surface area would be 45 percent. The minimum site area is commonly 10,000 square feet, with a larger site area required for three-story buildings.

* **Auto Urban Commercial** - This is for the majority of the areas identified for commercial use, generally concentrated at intersections versus strip development along the major roads. The use of a higher landscape surface area, better landscaping, a build-to line (rather than a large front yard setback) and other signage and design standards would significantly enhance the appearance of these

ORDINANCE #2017-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO WESTSIDE AC, LOT TR 9, ACRES 0.9753 ALSO KNOWN AS 211 W. CORRAL AVE. FROM R1-SINGLE FAMILY TO R3-MULTI-FAMILY DISTRICT; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, January 4, 2017 during a meeting of the Planning and Zoning Commission, and on Monday, January 9, 2017 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning Commission by a 5-0 vote to APPROVE the requested rezone with no abstentions; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Westside AC, Lot TR 9, acres 0.9753 also known as 211 W. Corral Ave. from R1-Single Family to R3-Multi-Family District, as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

INTRODUCED on this the 9th day of January, 2017.

PASSED AND APPROVED on this the 23rd day of January, 2017.

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

PUBLIC HEARING #3

City of Kingsville
Planning and Development Services

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director of Planning and Development Services

DATE: December 29, 2016

SUBJECT: Request to Replat the Final Plat of Caesar Place Addition Annex part of Farm Lot 3, Section 17 0.88 acres

Summary:

According to the ordinance a replat of a final plat goes to the City Commission for approval. The replat is due to a food establishment company wanting to buy some additional property so they could locate a business here in Kingsville.

Background:

The City Commission has approved the abandonment of an easement that was on this tract of land in the past month. The replat is to allow a purchase of some of the property by a food establishment company to build and operate a business. This is a replat because it doesn't add or detract from the number of lots just changes one of the internal lot lines.

Financial Impact:

The result of the replat would be a positive one for the City. It would add to the tax base, improve the appearance of this tract of land along 14th and provide additional jobs in the community. At this time there is no financial impact to the City.

Recommendation:

Again the result of the replat would be a positive economic development project for the City of Kingsville. I recommend that the replat be approved by the City Commission. Attached is a copy of the replat as done by the surveyor for the applicant. Per the ordinance letters are sent



City of Kingsville
Planning and Development Services

out to property owners within 200 feet. Herman Ohlenbusch who received a letter called and is likely to show up to look at the layout of the replat.



CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1100 S. 14th St Nearest Intersection CARLOS TORAN & E. CAESAR
(Proposed) Subdivision Name _____ Lot _____ Block _____
Legal Description: CAESAR PLACE ADDITION APPR & LOT 3 SEC 17 F&T
Existing Zoning Designation C-2 Future Land Use Plan Designation COMMERCIAL

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent WILLIAM DAVID SURUKIA Phone (361) 547-9665 FAX SAM J
Email Address (for project correspondence only): glenda.dave@WILDBLUE.NET
Mailing Address 111 KNOWL TRAIL City SANDIA State TX Zip 78387
SALE IN PROGRESS
Property Owner ALICE CHILKOT ELLIS Phone _____ FAX _____
Email Address (for project correspondence only): _____
Mailing Address P.O. Box 101443 City FORT WORTH State TX Zip 76183

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

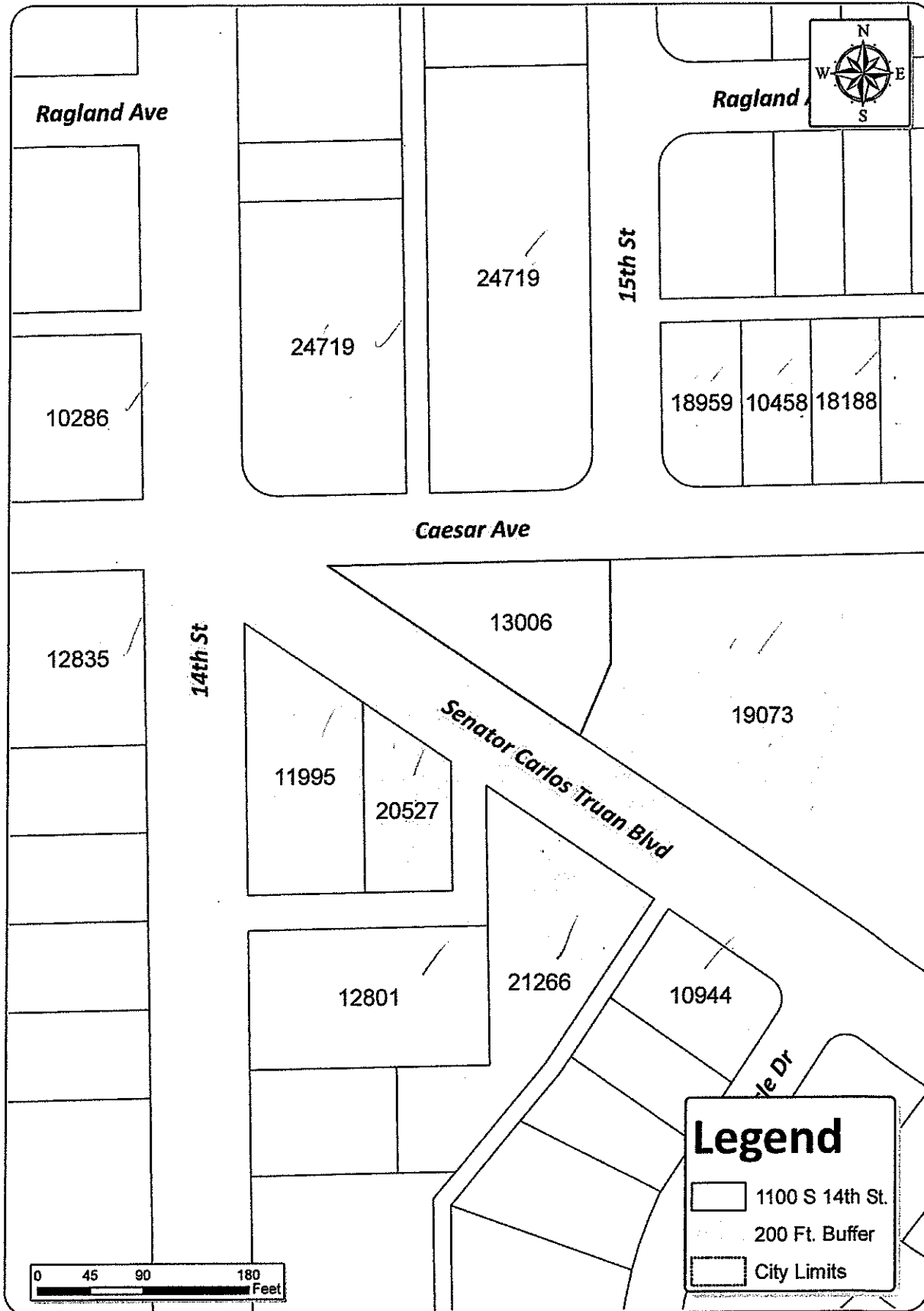
<input type="checkbox"/> Annexation Request	No Fee	<input type="checkbox"/> Preliminary Plat	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA)	\$250.00	<input type="checkbox"/> Final Plat	Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request	\$250.00	<input checked="" type="checkbox"/>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

Please provide a basic description of the proposed project:

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

Applicant's Signature [Signature] Date: 11-1-16
Property Owner's Signature _____ Date: _____
Accepted by: _____ Date: _____

1100 S 14th St



Page 1 / 1	Drawn By: Engineering Department
	Last Update: 12/14/2016
	Note:

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

LEE YOUNG HYU
5313 HIGH BANK DR.
CORPUS CHRISTI, TX 78413-6138
#10286

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

LEILA M SAMADI
700 S 14TH ST STE A
KINGSVILLE, TX 78363
#12835

HERMAN OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#11995

HERMAN OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#20527

CDO PROPERTIES
HERMAN OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#12801

CDO PROPERTIES
HERMAN OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#21266

LUCILLE TIJERINA TORRESS
1201 W CIRCLE DR
KINGSVILLE, TX 78363
#10944

HALEIGH RENTALS LLC
218 S 14TH ST
KINGSVILLE, TX 78363-5839
#19073

MARIA E CLEMMONS
1032 E CEASAR AVE
KINGSVILLE, TX 78363
#18959

GUADALUPE A FERNANDEZ
PO BOX 1795
KINGSVILLE, TX 78364-1795
#10458

BERNARD E BRYANT
1106 E CAESAR AVE
KINGSVILLE, TX 78363-6613
#18188

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, January 4, 2016 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

ITEM #1 - Nehemias Cantu, owner, requesting the rezone of WESTSIDE AC, LOT TR 9, ACRES 0.9753 also known as 211 W CORRAL from (R1) Single Family to (R3) Multi-Family.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday January 9th, 2016 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

ITEM #1 - Nehemias Cantu, owner, requesting the rezone of WESTSIDE AC, LOT TR 9, ACRES 0.9753 also known as 211 W CORRAL from (R1) Single Family to (R3) Multi-Family.

ITEM #2 - Andy Edwards, owner, requesting approval of a replat of the final plat of Caesar Place Addition Annex, Bring All of Lot One, Caesar Place Addition Annex, an addition to the town of Kingsville, Kleberg County Texas, and part of Farm Lot 3, Section 17, the Kleberg town and improvement company's subdivision to Kleberg County, Texas. 0.88 acres

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

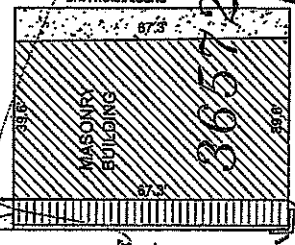
EAST CAESAR AVENUE (60 FT. R.O.W.)

SENATOR CARLOS TRUAN BOULEVARD (80 FT. R.O.W.)

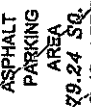
36572.57 SQ. FT.

0.84 ACRE

17693.33 SQ. FT.
0.41 ACRE
PART OF FARM LOT 3,
SECTION 17, THE
KLEBERG TOWN AND
IMPROVEMENT COMPANY'S
SUBDIVISION



78879.24 SQ. FT.
0.43 ACRE
LOT 1 CAESAR PLACE
15 FT. SETBACK (AS PLATTED IN 1971)



15 FT. SETBACK (AS PLATTED IN 1971)

18" STORM SEWER

48" STORM SEWER

12" PVC WATER MAIN

ASPHALT PARKING AREA

CHISEL SQUARE ELEV. 58.2

18" CLAY SANITARY SEWER LINE

STATE OF TEXAS
COUNTY OF KLEBERG
I, _____, CERTIFY THAT I AM THE OWNER OF THE LANDS ELABORATED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, THAT WE HAVE HAD SAID LANDS SURVEYED AS SHOWN, THAT THE STREETS SHOWN ARE DEDICATED TO THE PUBLIC USE FOREVER, THE COMMON AREA OPEN SPACE IS FOR PUBLIC USE, INCLUDING RECREATIONAL FACILITIES, UTILITY EASEMENTS AS SHOWN ARE DEDICATED TO PUBLIC USE FOR THE INSTALLATION, OPERATION, AND USE OF THE PUBLIC UTILITIES, AND THIS MAP WAS MADE FOR THE PURPOSE OF DESCRIPTION AND DEDICATION.

THIS _____ DAY OF _____, 20____

STATE OF TEXAS

CONSENT AGENDA

AGENDA ITEM #1

City of Kingsville
Department of Planning and Development services

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: December 2 2016

SUBJECT: Request for the City of Kingsville to abandon an easement between 3703 Andron Lane and 3701 Andron Lane.

Summary: Ramon Perez has submitted a request for the City of Kingsville to abandon an easement between the two addresses as listed above. Dr. Morales wants to put an addition on to his house.

Background: Dr. Morales wants to put an addition on to his house which is located at 3703 Andron. In their research of his property they realized that there is a utility easement in between the two lots. Before he can proceed with his addition the easement needs to be abandoned. Ramon Peres has made the necessary call to determine if any utilities are in the easement and there are none. The City also has no utilities in the easement and has no plans to put anything there. Enclosed in the packet is information pertaining to the property and a map of the lots and where the easement is located.

Financial Impact: Abandoning the easement will allow Dr. Morales to add to his house which will trigger a building permit and in the future I presume a higher appraisal value.

Recommendation: Approve the abandonment of the easement.



RAMON P. PEREZ JR.

November 30, 2016

GENERAL CONTRACTOR

317 E. SHELTON

KINGSVILLE, TEXAS 78363

(361) 779-4218

TO: MR. TOM GINTER

DIRECTOR OF PLANNING & DEVELOPMENT SERVICES

CITY OF KINGSVILLE, TEXAS 78363

REF: UTILITY EASEMENT BETWEEN LOT # 2 & LOT #4 AT Hobb Valley Subdivision in the City of Kingsville, Texas 78363

WE ARE REQUESTING THE ABANDONMENT OF THE UTILITY EASEMENT BETWEEN LOTS 2 AND LOT # 4 BETTER KNOWN AS 3703 AND 3701 ANDRON LN. KINGSVILLE, TEXAS.

CURRENTLY THIS TWO LOTS ARE OWN BY DR. ROBERT MORALES MD.

THE LONESTAR TICKET: 562679961 TEXAS 811 CAME BACK AS ALL CLEAR OF ANY UTILITIES UNDERGROUND AT THIS LOCATION.

DR. MORALES IS TRYING TO INCORPORATE THIS TWO LOTS INTO ONE LOT BY REPARATING IN ORDER TO ADD ON TO HIS HOUSE.

AT PRESENT TIME THE SMALLER LOT ON THE NORTH SIDE OF HIS HOUSE IS NOT BUILDABLE DUE TO THE FACT THE LOT IS TOO SMALL FOR NEW HOME CONSTRUCTION BUT BY INCORPORATING THIS TWO LOTS HE WILL BE ABLE TO EXPAND HIS RESIDENCE.

GENERAL CONTRACTOR FOR DR. ROBERT MORALES.

A handwritten signature in black ink, appearing to read 'Ramon P. Perez Jr.', with a stylized, cursive script.

RAMON P. PEREZ JR.



RAMON P. PEREZ JR. <rppjr13@gmail.com>

Locate Message

1 message

texas811locates@texas811.org <texas811locates@texas811.org>
 To: "rppjr13@gmail.com" <rppjr13@gmail.com>

Thu, Nov 17, 2016 at 12:23 PM

To update or view a map of the dig location click [here](#) to go to the Texas811 Portal Site.

Want to process your own tickets and receive your ticket number immediately? Contact our Remote Apps department for a quick training. Click [here](#) to view a short video explaining the process.

Texas811 Locate Request

Ticket Number:	1682256098	Old Ticket:	
Source:	LSN	Hours Notice:	47
Type:	Normal	Taken Date:	11/17/2016 12:23:30 PM
Seq Num:	1		

Company Information

Excavator:	SGA HOMES LLC	Type:	Contractor
Address:	317 E FELTON	Contact:	RAMON PEREZ
City, St, Zip:	KINGSVILLE, TX 78363	Contact Phone:	(361) 779-4218
Phone:	(361) 779-4218	Caller:	RAMON PEREZ
Fax:		Caller Phone:	(361) 779-4218
Callback:	0800 - 1700		
Caller Email:	rppjr13@gmail.com		
Contact Email:			

Work Information

State:	TX	Work Date:	11/21/2016 11:30:00 AM
County:	KLEBERG	Done For:	DR.ROBERT MORALES
Place:	KINGSVILLE	Duration:	1 WEEK
Address:	0 ANDRON LN	Deeper Than 16in:	Yes
Intersection:	PIPPIN LN	Explosives:	No
Nature of Work:	INSTALLATION OF CONCRETE SLAB	White Lined:	Yes
Map Book:			

Driving Directions**Remarks**

Lonestar Ticket: 562679961 Original File: XOC SX1_562679961r1_v7wSXS Work Date: 11/21/2016 11:30:00 AM MARK A 15FT RADIUS OF WHITE PAINTED AREA LOCATED IN BETWEEN THE PROPERTIES 3703,3701 ANDRON LN. CORRECTION: EMAIL Alt Contact: RAMON/CELL/SAME (361)779-4218

Members

Code	Name
AC5	Aep Texas
CWC	Aep Telecom
EFAL	Enterprise Products Falfurrias
TXS1	At&t

Please be advised that water, slurry, and sewage underground facilities in the area of the proposed excavation may not receive information concerning the proposed excavation. If you are aware of any facilities not listed please contact them directly.

Work Location Bounding Box

Latitude:	27.481377	Longitude:	-97.860278
Second Latitude:	27.483165	Second Longitude:	-97.858664

Texas Pipeline Damage Prevention Laws Require: Refresh Locate Ticket before 14 days.; Call 811 ASAP to report Pipeline Excavation Damage. Submit electronic Pipeline Damage Report to TX RRC within 10 days.

In the future you can submit your tickets quick and easy online at the Texas811 Portal Site.

ORDINANCE NO. 2016-_____

AN ORDINANCE ABANDONING AN EASEMENT FOR UTILITY PURPOSES IN Hobb Valley 1, Block 1, Lots 2 & 4 (Between 3703 and 3701 Andron Lane); REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, an unused utility easement lies on Lot #2 and #4, Block 1, Hobb Valley 1 Subdivision between 3703 and 3701 Andron Lane in the City of Kingsville as more fully stated on the map attached hereto;

WHEREAS, the easement runs between these two tracts of land and the same person owns both properties and wishes to have the utility easement abandoned for future expansion of his house from one lot (Lot 4) onto the second lot (Lot 2), which is otherwise unable to be developed due to its shape and size;

WHEREAS, AEP, AT&T, CMA, Center Point and the City water and sewer departments have verified there are no existing utilities run through the easement nor are any reasonably foreseeable for which they would need continued access;

WHEREAS, staff recommends the utility easement be vacated and the land returned to the adjoining property owner (same person for both lots) free of the easement;

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

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

I.

THAT the City of Kingsville abandons and relinquishes any and all interest in the following described property as an easement to the adjoining property owner (same owner for both lots). All documentation of the vacating of the utility easement will be appropriately recorded by the property owner at the Kleberg County Clerk's Office pursuant to state law with the property owner being responsible for any and all filing fees.

Said easement to be abandoned being a utility easement across a tract of land situated in Kleberg County, Texas, located in Hobb Valley 1 Subdivision, Block 1, Lots 2 & 4, as more particularly described on the attached Exhibit A.

II.

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

III.

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

IV.

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

INTRODUCED on this the 12th day of December, 2016.

PASSED AND APPROVED on this the _____ day of _____, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

OBJECT B.M.

SPIKE SOUTH

5 PINE POLE E.L. 55.3'

2.5'
1/8" I.R.
EXIST.

237.5'

217.

SEC. 21

2274-673.14'

SEC. 21

20' DEDICATED ALLEY

K I

LOT 6

Dr. Morales
House

LOT 2

LOT 1

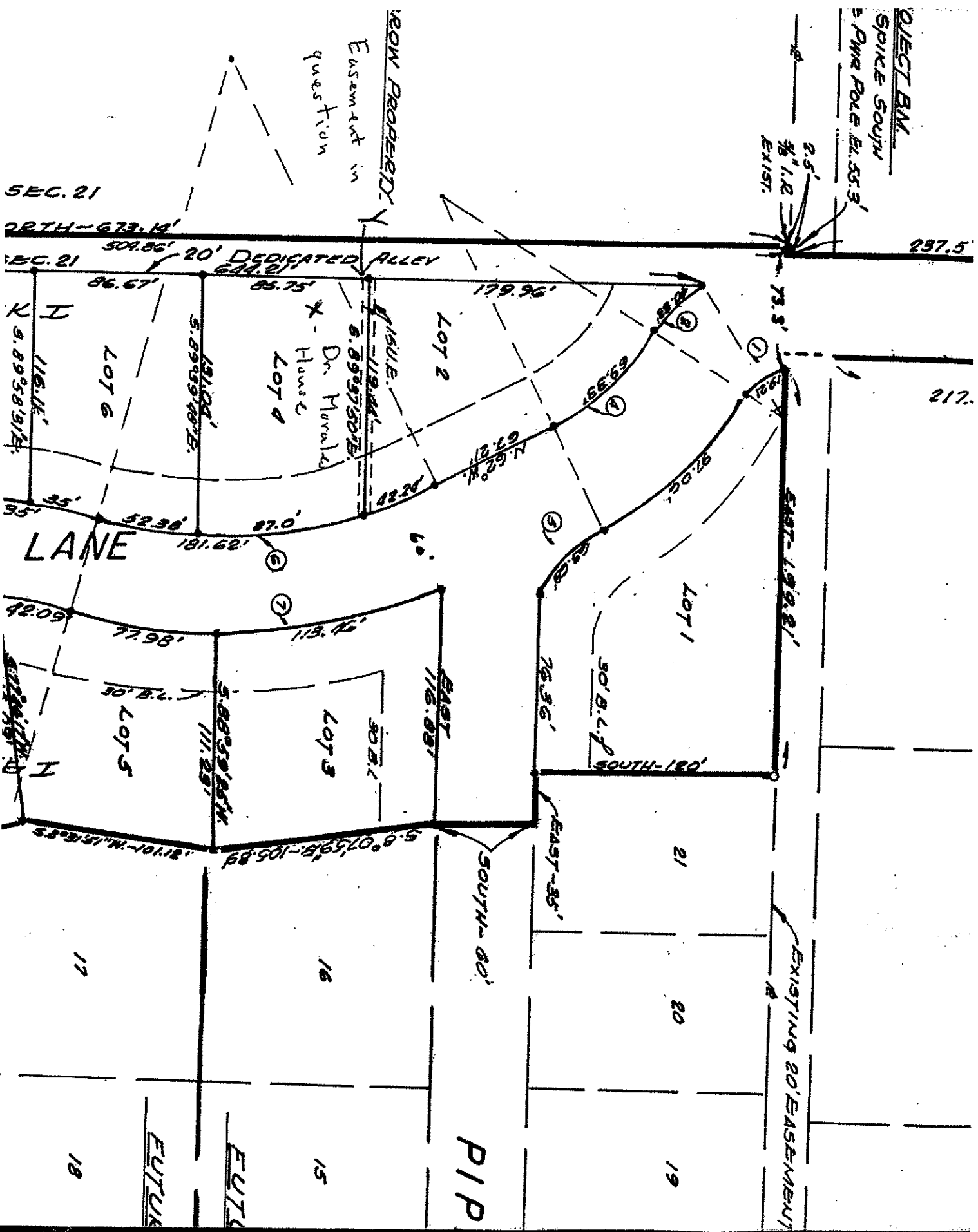
LOT 3

LOT 5

PIP

LANE

EXISTING 20' EASEMENT



KLEBERG COUNTY APPRAISAL DISTRICT				PROPERTY APPRAISAL INFORMATION 2016				Values	
PROPERTY 24232 R				OWNER ID				Entities	
Legal Description				54752				CAD	
HOBB VALLEY 1, BLOCK 1, LOT 2				OWNERSHIP				CKI	
				100.00%				GKL	
								SKI	
								WST	

AGENDA ITEM #2

**City of Kingsville
Fire Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Adrian Garcia, Fire Chief / EMC

DATE: January 9th, 2017

SUBJECT: Fire Engine Final Inspection – Out of State Travel

Summary:

Due to a delay in production of the Spartan Engine the previous trip must be rescheduled. The Kingsville Fire Department is requesting approval to send two (2) Fire Department personnel out of state to conduct a final inspection of a new Fire Engine being assembled in Brandon, SD, on January 19-20, 2017.

Background:

The final construction inspection is a critical aspect of finalizing and accepting a new fire service apparatus before taking it off the production line. This inspection will allow fire service personnel to thoroughly check vital components of the new apparatus and manually examine all equipment for proper operation and functionality. Furthermore, any discrepancies identified can be immediately corrected at the manufacturing plant before accepting and taking delivery of the new apparatus.

Lastly, the inspection is scheduled for (2) days, including travel to and from the Spartan ER Manufacturing Plant located at 907 N. 7th Ave., Brandon, SD 57005. In addition, cost for (1) fire department member traveling for the final inspection is entirely covered with the purchase of the new fire engine, including airfare, lodging, airport transfers, and meals.

Financial Impact:

The additional fire department member is not covered with the purchase of the new fire engine and we are estimating approximately \$700.00 in travel expenses, which will be incurred by the fire department. This money will cover airfare for the second member assisting with the final inspection and the funds are available within the Travel and Training account (001-5-220-0-316.00). The remaining travel costs (lodging, airport transfers, & meals) will be covered by Spartan ER Manufacturing as a courtesy.

Recommendation:

The following out of state travel is in support of efforts and goals set by the Kingsville FD to insure timely delivery and acceptance of a new Fire Engine by February 2017. Our recommendation is that the Commission approve the out of state travel for (2) fire service personnel.



AGENDA ITEM #3

**City of Kingsville
Legal Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Courtney Alvarez, City Attorney

DATE: December 28, 2016

SUBJECT: 14th Annual Ride on the Wild Side Charity Bike Event

Summary:

The Noon Lion's Club is seeking the City's sponsorship in the Annual Ride on the Wild Side charity bike tour through the King Ranch on April 29, 2017. This will be the 14th year the City has participated in this event.

Background:

The Noon Lion's Club requests the City participate by allowing the use of city streets for the tour, providing cones and one police officer to escort the riders as they go through town (if needed), and having an ambulance on stand-by for the event. The City's participation will allow the KCVB to obtain an insurance rider, which is required by the Ranch. The bike route will be well staffed with Noon Lion's Club volunteers and other volunteers as well. Proceeds from this charity bike ride benefit the Lion's Disabled Children's Camp in Kerrville, of which Kingsville disabled children directly benefit.

The Noon Lion's Club requests the City participate by allowing the use of city streets for the tour, providing cones and one police officer to escort the riders as they go through town (if needed), and having an ambulance on stand-by for the event. The City's participation will allow the KCVB to obtain an insurance rider, which is required by the Ranch. The bike route will be well staffed with Noon Lion's Club volunteers and other volunteers as well. Proceeds from this charity bike ride benefit the Lion's Disabled Children's Camp in Kerrville, of which Kingsville children directly benefit.

P.1



**City of Kingsville
Legal Department**

Also, as was done previously, the King Ranch is requesting the City execute the attached Permission and Indemnity Agreement for this year's bike ride as well.

Financial Impact: None.

Recommendation: Authorize participation in the event and approve execution of the indemnity agreement with the King Ranch.



PERMISSION AND INDEMNITY AGREEMENT

In consideration for King Ranch, Inc.'s permission (evidenced by its execution below) for a portion of the Ride On The Wild Side Charity Bike Ride (or similarly named event) ["Bike Ride"] (with participation/sponsorship by the Kingsville Noon Lions Club & the City of Kingsville) to be held on the premises of King Ranch, Inc. in or about April 29th of 2017, the sufficiency and adequacy of which consideration is hereby acknowledged, the City of Kingsville, Texas, hereby unconditionally and irrevocably agrees to defend, indemnify and hold harmless King Ranch, Inc., its directors, employees, shareholders and agents from and against any and all claims based on, or arising out of, personal injury (including death) to, and/or property damage of, any of the participants, support personnel or other individuals participating in, observing as by-stander of, or providing organizational or other support or safety services for, the above Bike Ride, including the arrival to or departure from the above Bike Ride and all other ancillary and related activities related to the Bike Ride. **The foregoing defense, indemnity and holding harmless shall apply in full force and effect despite any sole, joint or concurrent negligence, strict liability or other fault of any of the above indemnified persons.**

At least 30 days prior to the Bike Ride, the City of Kingsville shall provide a certificate of insurance to King Ranch, Inc. in a form and from an insurer acceptable to King Ranch, Inc. showing contractual indemnity insurance coverage in the amount of at least \$5,000,000 per claim or occurrence for general liability, automobile liability and law enforcement liability, to cover this contractual indemnity agreement. Such certificate shall require the insurer to provide King Ranch, Inc. at least 30 days prior written notice of any change, deletion or expiration to such coverage and terms and such insurance and certificate shall indicate that such coverage for the contractual indemnitees is primary and shall respond without contribution from any other insurance of such indemnitees.

The Bike Ride's sponsors shall obtain and provide King Ranch, Inc. waivers of liability, on forms approved by King Ranch, Inc., executed by all Bike Ride participants in the Bike Ride.

Executed this ____ day of _____, 201__.

City of Kingsville, Texas, by:

King Ranch, Inc.

Name

Name

Title

Title

WAIVER & RELEASE

In consideration for my participation in the bicycle tour event known as "A Ride on the Wild Side" which will be held Saturday, April 29, 2017, on King Ranch and areas in and around Kingsville, Texas, I hereby agree to this Waiver and Release. I fully realize the dangers of participating in a bicycle ride and fully assume the risk associated with such participation, including by way of example and not limitation, the following: the danger of collision with pedestrians, vehicles, other riders and fixed and moving objects; the danger rising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated athletic cycling participation. I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, signers, successors in interest any rights and claims which I have or which may hereafter accrue to me against the sponsors of this event, the organizers, and any promoting organizations, property owners (including King Ranch Inc. and its directors, employees, shareholders, and agents), law enforcement agencies, all public entities, special districts, and the Kingsville Noon Lions Club, through or by which the event will be held for any and all claims (**including those caused by the Negligence and Gross Negligence of such released persons**) for all damages arising out of personal injury (including death) or property damage which may be sustained by me directly or indirectly in connection with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the ride and operation of my bicycle so as to neither endanger others or myself. I accept responsibility for the condition and adequacy of the equipment I use to participate in the charity bicycle ride and I will wear an ANSI approved helmet at all times while riding my bicycle during such ride. I have no physical or mental condition which, to my knowledge, would endanger others or myself if I participate in this event. I understand and agree that I will be financially responsible for any loss or damage caused by my actions during the event. I further understand and agree with all the terms and conditions of this Waiver and Release.

I have read and I agree to the stated terms and conditions above.

Signature: _____

Date: _____

Parent or Guardian if under 18:

I have read and agree to the stated terms and conditions above and hereby acknowledge the authorization for my: _____,

Relationship

Name: _____ to participate in this event. I also authorize the medical treatment for any injuries sustained during this bicycle tour on King Ranch and areas in and around Kingsville, Texas.

Signature: _____

Date: _____ Phone: _____

Make check payable to "Kingsville Noon Lions Club" and mail with completed form to:

Kingsville Noon Lions Club
1010 E. Fordyce
Kingsville, TX 78363

RESOLUTION #2017-_____

A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING PARTICIPATION IN THE 14th ANNUAL RIDE ON THE WILD SIDE CHARITY BIKE RIDE AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INDEMNITY AGREEMENT WITH THE KING RANCH FOR SAID EVENT.

WHEREAS, the City of Kingsville is participating in the 14th Annual Ride on the Wild Side Charity Bike event with the Kingsville Noon Lions Club;

WHEREAS, the charity bike event benefits local youths and the ride takes place through part of the King Ranch;

WHEREAS, the King Ranch requires an Indemnity Agreement and insurance coverage for the event, which the City has historically provided.

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

I.

THAT the City Commission authorizes participation in the 14th Annual Ride on the Wild Side Charity Bike Event and authorizes the City Manager, as an act of the City, to execute the Indemnity Agreement with the King Ranch for the 2017 Ride on the Wild Side Charity Bike Event, as per the attached.

II.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 9th day of January, 2017.

Sam R. Fugate

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT ONE OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND THE UNIVERSITY OF TEXAS-SAN ANTONIO RELATING TO A SPONSORED RESEARCH AGREEMENT FOR THE DOWNTOWN AREA; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") and the University of Texas-San Antonio ("UTSA") agreed to an Interlocal Agreement relating to a Sponsored Research Agreement for the Downtown Area on March 28, 2016 via Resolution #2016-26 as they were each pursuing research in the area of urban and regional planning; and

WHEREAS, the City's downtown area is in need of planning design for revitalization and improvements; and

WHEREAS, UTSA has a Center for Urban and Regional Planning Research ("CURPR") and has planning students who could benefit from real world experience like this planning design project; and

WHEREAS, the City of Kingsville and UTSA would both benefit from the university students performing the planning design work for the City for the downtown area and the design work would be for the benefit of those who live, work, and visit here; and

WHEREAS, the City is prepared to pay for the planning design work for the downtown area and UTSA has agreed to provide students and staff supervisors for this project via their CURPR; and

WHEREAS, the City Commission has previously approved similar Interlocal Agreements with the local university relating to design engineering work for various streets in town; and

WHEREAS, UTSA would like a three-month extension of that agreement, at no additional cost to the City, so that the agreement would now expire on March 31, 2017; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of 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 Amendment One of an Interlocal Cooperation Agreement Between the City of Kingsville and the University of Texas-San Antonio relating to a Sponsored Research Agreement for the downtown area in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
____ 9th ____ day of January ____, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**The City of Kingsville
Amendment One**

AMENDMENT ONE OF THIS AGREEMENT is made between The University of Texas at San Antonio (UTSA), an academic component of The University of Texas System ("System"), having an address at One UTSA Circle, San Antonio, Texas 78249 and City of Kingsville, with a principal place of business at 200 E. Kleberg, Kingsville, Texas ("Sponsor").

AS SET FORTH BELOW, THE PARTIES HEREBY AGREE TO AMEND THE AGREEMENT DATED March 6, 2016 BETWEEN UTSA AND CITY OF KINGSVILLE:

SECTION 1. PERIOD OF PERFORMANCE.

The term of the AGREEMENT shall be from March 1, 2016 to March 31, 2017, inclusive, subject to the provisions of SECTION 1 of the AGREEMENT.

SECTION 14. GENERAL

C. Any official notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt requested, or by a recognized overnight courier, addressed as follows:

In the case of the University to:

The University of Texas at San Antonio
Attn: Dr. Theresa L. Bailey, Bailey
Research Service Center-Downtown Campus
501 W. Cesar E. Chavez Blvd.
San Antonio, Texas 78201

Other communication regarding the day-to-day administration and operation of this Agreement shall be mailed (or otherwise delivered), and addressed as follows:

In the case of the University to:

The University of Texas at San Antonio
Attn: Dr. Theresa L. Bailey, Bailey
Research Service Center-Downtown Campus
501 W. Cesar E. Chavez Blvd.
San Antonio, Texas 78201

EXCEPT AS EXPRESSLY PROVIDED IN THIS AMENDMENT ONE AGREEMENT, ALL OTHER TERMS, CONDITIONS AND PROVISIONS OF THE AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT AS PROVIDED THEREIN.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

THE UNIVERSITY OF TEXAS AT
SAN ANTONIO

CITY OF KINGSVILLE, TEXAS

By: _____

By: _____

Theresa L. Bailey, Ph.D.
Director
Research Service Center-Downtown Campus

Jesus A. Garza
City Administrator

Date: _____

Date: _____

AGENDA ITEM #5

City of Kingsville
Human Resource Department

TO: Mayor and City Commissioners

CC: Jesús A. Garza, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: December 29, 2016

SUBJECT: Collective Bargaining Agreement Between City of Kingsville and Kingsville Professional Firefighters Association, IAFF Local #2390 - October 1, 2016 – September 30, 2020

Summary: Incorporate wording inadvertently not included in final version of the collective bargaining agreement between the City of Kingsville (City) and the Kingsville Professional Firefighters Association, IAFF Local #2390 (Kingsville Firefighters Association) – October 1, 2016 – September 30, 2020.

ARTICLE 16 OVERTIME AND CALLBACK (PAGE 11)

SECTION 1 OVERTIME

24 HOUR SHIFT MEMBERS OVERTIME CALCULATION

Members assigned to twenty-four (24) hour shifts shall be paid overtime for authorized hours in excess of one hundred and six (106) hours of actual hours, holiday hours and vacations hours worked for each fourteen (14) day work period.

Hours worked on an actual holiday will be counted as overtime and paid one and half (1 ½) times regular rate of pay. Each twenty-four (24) hour member on duty at 8:00 a.m. when a holiday occurs shall be paid one and a half (1 ½) times their hourly rate of pay.

40 HOUR WORK WEEK MEMBERS OVERTIME CALCULATION

Members assigned to a forty (40) hour a week position shall be paid overtime for authorized hours in excess of forty (40) hours of actual hours, holiday hours and vacation hours worked for each seven (7) day work period.

ARTICLE 25 HOLIDAYS (PAGE 20)

SECTION 2 HOLIDAY LEAVE

~~B. Members assigned to a forty (40) hour work week shall not report for duty during any of the department's holidays or sell back any holidays. Forty (40) hour work week members are be entitled to observe the holidays authorized under this Agreement City policy.~~

Background: The amendment to the 2013-2016 agreement added wording to clarify articles and was approved by City Commission via Resolution # 2014-22 on March 20, 2014. The wording in the amendment was inadvertently not incorporated in the final version of the 2016-2020 agreement for City Commission consideration in December of 2016.

Financial Impact: None

Recommendation: To incorporate wording from Resolution 2014-22 as intended by both parties.



ARTICLE 16 OVERTIME AND CALLBACK

SECTION 1 OVERTIME

24 HOUR SHIFT MEMBERS OVERTIME CALCULATION

Members assigned to twenty four (24) hour shifts shall be paid overtime for authorized hours in excess of one hundred and six (106) hours of actual hours, holiday hours and vacations hours worked for each fourteen (14) day work period.

Hours worked on an actual holiday will be counted as overtime and paid one and half (1 ½) times regular rate of pay. Each twenty-four (24) hour member on duty at 8:00 a.m. when a holiday occurs shall be paid one and a half (1 ½) times their hourly rate of pay.

40 HOUR WORK WEEK MEMBERS OVERTIME CALCULATION

Members assigned to a forty (40) hour a week position shall be paid overtime for authorized hours in excess of forty (40) hours of actual hours, holiday hours and vacation hours worked for each seven (7) day work period.

ARTICLE 25 HOLIDAYS

SECTION 2 HOLIDAY LEAVE

B. ~~Members assigned to a forty (40) hour work week shall not report for duty during any of the department's holidays or sell back any holidays. Forty (40) hour work week members are~~ be entitled to observe the holidays authorized under ~~this Agreement~~ City policy.

RESOLUTION # 2014-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #2390 FOR FISCAL YEARS 2013-2016; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 11, 2014 the City and Association renegotiated Article 16 and Article 25, regarding the method utilized to calculate compensation for firefighters working on holidays and the holidays observed by firefighters on 40 hour week schedules; and,

WHEREAS, on March 14, 2014 the Association held a meeting of its members and voted to ratify the proposed changes to those articles; and,

WHEREAS, the City Commission needs to vote to ratify the proposed changes as well in order for them to become effective from this point forward; and,

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

I.

THAT the City Manager is authorized and directed on behalf of the City of Kingsville, Texas to enter into an amendment to the collective bargaining agreement for the period covering October 1, 2013 to September 30, 2016 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
20th day of March, 2014.


Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela
Mary Valenzuela, City Secretary

APPROVED AS FORM:

Courtney Alvarez
Courtney Alvarez, City Attorney

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF KINGSVILLE, TEXAS
AND
THE KINGSVILLE PROFESSIONAL FIREFIGHTER'S ASSOCIATION, IAFF LOCAL # 2390
(OCTOBER 1, 2013 – SEPTEMBER 30, 2016)

AMENDMENT # 1.0

EFFECTIVE DATE: 3/20/2014

ARTICLE 16 OVERTIME AND CALLBACK

SECTION 1 OVERTIME

24 HOUR SHIFT MEMBERS OVERTIME CALCULATION

(Added Wording)

Hours worked on an actual holiday will be counted as overtime and paid one and half (1 ½) times regular rate of pay. Each twenty-four (24) hour member on duty at 8:00 a.m. when a holiday occurs shall be paid one and a half (1 ½) times their hourly rate of pay.

ARTICLE 25 HOLIDAYS

SECTION 2 HOLIDAY LEAVE

(Replaces existing B.)

B. Members assigned to a forty (40) hour work week shall be entitled to observe the holidays authorized under City policy.

IN WITNESS WHEREOF, we have executed this amendment on the 20th day of March, 2014.

CITY OF KINGSVILLE

KINGSVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION,
IAFF LOCAL #2390

BY: 

VINCENT J. CAPELL, CITY MANAGER

BY: 

JAMES CREEK, PRESIDENT, IAFF LOCAL 2390

RESOLUTION # 2017-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE KINGSVILLE PROFESSIONAL FIREFIGHTER'S ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL #2390 FOR FISCAL YEARS 2016-2020; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City and Association representatives met for several months to negotiate a new collective bargaining agreement ("the agreement") for the period covering October 1, 2016 to September 30, 2020; and,

WHEREAS, on December 9, 2016 the Association held a meeting of its members and voted to ratify the proposed agreement; and,

WHEREAS, on December 12, 2016 the City Commission at a duly posted and public meeting voted to approve the proposed agreement via Resolution #2016-95; and,

WHEREAS, some language from a 2014 amendment to the prior agreement was inadvertently not included in the final version of the current collective bargaining agreement and needs to be included to reflect the intent of the parties; and,

WHEREAS, the City Commission needs to vote to ratify the proposed agreement amendment as well; and,

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

I.

THAT the City Manager is authorized and directed on behalf of the City of Kingsville, Texas to enter into an amendment to the collective bargaining agreement with the Kingsville Professional Firefighter's Association, International Association of Firefighters (IAFF) Local #2390 for the period covering October 1, 2016 to September 30, 2020 in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
____ 9th day of ____ January _____, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS FORM:

Courtney Alvarez, City Attorney

AMENDED
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF KINGSVILLE, TEXAS

AND

KINGSVILLE PROFESSIONAL FIREFIGHTER'S
ASSOCIATION, IAFF LOCAL #2390

October 1, 2016 – September 30, 2020

TABLE OF CONTENTS

ARTICLE 1	INTENT AND PURPOSE.....	4
ARTICLE 2	DEFINITIONS.....	4
ARTICLE 3	DURATION OF THE AGREEMENT	4
ARTICLE 4	AUTHORITY AND NEGOTIATIONS	5
ARTICLE 5	RECOGNITION	5
ARTICLE 6	NON DISCRIMINATION	6
ARTICLE 7	CIVIL SERVICE RULES.....	6
ARTICLE 8	NO STRIKE – NO LOCKOUT	6
ARTICLE 9	MANAGEMENT RIGHTS	6
ARTICLE 10	ASSOCIATION RIGHTS & ACTIVITIES.....	7
ARTICLE 11	PAYROLL DEDUCTION OF DUES.....	8
ARTICLE 12	DUTIES	9
ARTICLE 13	WORKING CONDITIONS.....	9
ARTICLE 14	UNIFORMS	9
ARTICLE 15	WORKING OUT OF CLASSIFICATION.....	10
ARTICLE 16	OVERTIME AND CALLBACK.....	11
ARTICLE 17	COMPENSATORY TIME.....	12
ARTICLE 18	ALTERNATE HIRE PROCESS	12
ARTICLE 19	PROMOTIONS	13
ARTICLE 20	OFF-DUTY EMPLOYMENT.....	14
ARTICLE 21	LABOR MANAGEMENT COMMITTEE.....	14
ARTICLE 22	GRIEVANCE PROCEDURE.....	15
ARTICLE 23	LEGAL PROCEDURE.....	17
ARTICLE 24	DRUG TESTING.....	18
ARTICLE 25	HOLIDAYS	20
ARTICLE 26	VACATION.....	21
ARTICLE 27	SICK LEAVE	21
ARTICLE 28	SPECIAL LEAVES.....	22

ARTICLE 29 MISCELLANEOUS PROVISIONS.....	23
ARTICLE 30 INSURANCE	24
ARTICLE 31 MUSCULAR DYSTROPHY FUND-RAISER (MDA)	25
ARTICLE 32 WAGES.....	25
ARTICLE 33 EDUCATION AND CERTIFICATION PAY	25
ARTICLE 34 LONGEVITY.....	26
ARTICLE 35 NON-WAIVER	26
ARTICLE 36 MAINTENANCE OF STANDARDS	26
ARTICLE 37 DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT	26
ARTICLE 38 SAVINGS CLAUSE.....	27
APPENDIX A - WAGE SCHEDULE	28
APPENDIX B - CERTIFICATION PAY INCENTIVES	29

ARTICLE 1 INTENT AND PURPOSE

The following Agreement by and between the City of Kingsville, Texas, hereinafter referred to as "the City" and the Kingsville Professional Fire Fighters Association IAFF Local # 2390, hereinafter referred to as "the Association" is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas. The City and the Association agree that the primary purposes of this Agreement are the provision of efficient and uninterrupted performance of the municipal firefighting and emergency medical services and to adjust the rates of pay, hours of work, the terms and conditions of employment for those employees and provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. The Agreement has been reached through the process of collective bargaining with the objective of fostering effective and harmonious cooperation between the City and its Firefighters. Therefore, this Agreement is intended in all respects to be in the public interest.

ARTICLE 2 DEFINITIONS

1. "City" means the City of Kingsville.
2. "Association" means the Kingsville Professional Fire Fighters Association, IAFF Local # 2390.
3. "Member or Members of the Bargaining Unit" means all members of the fire department excluding Fire Chief, Volunteer firefighters and non-classified employees.
4. "Supervisor" means any officer with the rank of Lieutenant or above.
5. "Civil Service Commission" means the Fire and Police Civil Service Commission of the City of Kingsville.
6. "Chief" means the Fire Chief of the City of Kingsville.
7. "Regular hours" means actual hours worked including holiday hours and vacation hours.
8. "Essential Personnel" means all members of the fire department.
9. "Long Term" means eleven (11) working shift or more.

ARTICLE 3 DURATION OF THE AGREEMENT

SECTION 1 EFFECTIVE DATES

This Agreement shall be effective as of the first full payroll of Fiscal Year 2016-2017 in October 2016 and shall remain in full force and effect until the last full payroll of fiscal year 2020.

SECTION 2 CONTINUATION OF AGREEMENT

Should an impasse be reached during negotiations between City and the Association regarding changes or additional provisions for a successor Agreement, the City agrees that all terms of this Agreement, including wages which shall remain at the September 30th, 2020 rates, shall remain in full force and effect for a period of one (1) year.

ARTICLE 4 AUTHORITY AND NEGOTIATIONS

SECTION 1 NOTIFICATION BY ASSOCIATION

Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as a matter of collective bargaining, it shall be the obligation of the Association to serve written notice of the request for collective bargaining on the City at least one hundred twenty (120) days prior to the conclusion of the fiscal year.

SECTION 2 MEETING OBLIGATION

It shall be the obligation of the parties to meet at reasonable times and places and confer in good faith, for the purposes of collective bargaining. The initial meeting shall be for the purposes of setting dates and the procedures for negotiations, including ground rules and deadlines, and shall not be considered a bargaining session for the purposes of any applicable statutory dates or deadlines.

SECTION 3 NOTICES

During the sixty (60) day period or any extension, neither party will bargain or deal with persons not on the negotiation team, without the advance notification of the Chief Negotiator for the other team. All formal discussion of contract issues shall take place during posted negotiation session in accordance with Section 174.108 of the FPERA. This provision shall not prevent either team from obtaining factual information from appropriate sources.

SECTION 4 COMMUNICATION

During the sixty (60) day period or any extension, communications to the press or media, each party will make a written notification to keep the other party informed of statements or releases.

ARTICLE 5 RECOGNITION

The City of Kingsville recognized the Kingsville Professional Fire Fighters Association, IAFF Local # 2390, as the sole and exclusive Bargaining Agent for all Fire Fighters as that term is defined in Section 174.003 of the Fire and Police Employees Relations Act, with the sole exception of the Fire Chief, by this term it is intended to include all permanent paid employees of the Department who have been hired in substantial compliance with provisions of the Texas Local Government Code, Chapter 143 but does not include civilians or other employees. The parties agree that the Kingsville Fire Department is the primary provider of fire, rescue and EMS services within the corporate limits of the City of Kingsville, save and except for mutual aid status arrangements created by the City Commissioners under inter-local cooperation agreements with surrounding cities and volunteer fire departments and for the City of Kingsville Code of Ordinances Chapter XI, Article 2 Ambulance Service.

ARTICLE 6 NON DISCRIMINATION

SECTION 1 APPLICATION

The City and the Association agree that the provisions of this Agreement shall be applied to all employees within the Bargaining Unit without regard to affiliation or membership or non-membership in the Association.

SECTION 2 ASSOCIATION MEMBERS

The City agrees not to discriminate against any member of the bargaining unit for their lawful activity on behalf of, or membership in, the Association. The Association and the City recognize that no employee is required to join the Association, but that each employee has the right to choose of their own free will whether or not to join the Association. Neither the City nor the Association shall exert any pressure for or against any member covered by this Agreement in regard to such matters.

ARTICLE 7 CIVIL SERVICE RULES

By entering into this Agreement, the parties recognize and agree that the provisions of this collective bargaining agreement shall take precedence over civil service law provisions, including the applicable sections of Chapter 142 and 143 of the Texas Local Government Code, or the Local Civil Service Rules and regulations of the City of Kingsville to the extent of inconsistency. All other statutory provisions and rules shall remain in full force in the same manner as on the date this agreement became effective.

ARTICLE 8 NO STRIKE – NO LOCKOUT

The Association agrees that it shall not cause, counsel or permit its members to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Fire Department. The City agrees that it will not authorize, ratify, encourage or otherwise support any lockout.

ARTICLE 9 MANAGEMENT RIGHTS

SECTION 1 MANAGEMENT RIGHTS

The Association recognizes that the City has statutory and Charter rights and obligations in all matters relating to municipal operations. The City and the chief shall retain all rights and authority, which by law they are entitled to. Except as specifically provided in this Agreement, the City retains the right to operate and manage its affairs in all respects. The rights of the City include but are not limited to:

- The right to establish the ranks and classifications of positions.
- The right to establish department rules of procedure.
- The right to discipline or discharge for cause, subject to State Civil Service Law.
- The right to determine work schedules and assignments.
- The right to establish methods and processes by which work is to be performed.
- The right to use Fire Department personnel in emergency situations to protect life and property.

- The right to use non-uniformed personnel in the Department to perform duties which do not require a certified firefighter including, but not limited to, communications, information systems, records, and clerical support and maintenance; non-uniform personnel performing such duties shall not be subject to the terms of this Agreement.

SECTION 2 RULES AND REGULATIONS

The City recognizes the responsibility of management to reduce Standard Instruction, Rules and Regulations, and Standing Orders to writing and to maintain the same at each fire station in order to achieve a uniform interpretation and application of such directives and regulations within the contract years. The City may amend, repeal or supplement Standard Instruction, Rules and Regulations, and Standing Orders at any time. Any changes or additions to such Standard Instructions, Rules and Regulations, and Standing Orders will not be valid until posted at each Fire Station.

SECTION 3 NON-INTERFERENCE IN PERSONAL LIVES

The City will not publish, make or enforce any regulations or directives, which will interfere with the personal lives of off-duty activities of firefighters, except to the extent that such regulations may be necessary to assure continued commitment to public safety and department operations.

ARTICLE 10 ASSOCIATION RIGHTS & ACTIVITIES

SECTION 1 NEGOTIATING TEAM

Two (2) members of the Association negotiating team shall be allowed time off with pay in order to attend negotiation meetings mutually set by the City and the Association when such meetings occur while negotiating team members are on duty. Time off shall be considered as fifteen minutes for transportation time to and from the meeting site and the actual time required for the meeting.

SECTION 2 ASSOCIATION ACTIVITY

The Association may schedule small committee meetings pertinent to Association business on Fire Department property in so far as such meetings are not disruptive of the duties of the firefighters or the efficient operation of the Fire Department, provided however, that permission for such meetings shall be obtained 72 hours in advance from the Fire Chief prior to meeting.

SECTION 3 OTHER ASSOCIATION FUNCTIONS

A maximum of four (4) members of the Association which includes the Association president and one (1) association officer shall be allowed three (3) shifts off using personal leave each year of the Agreement term, to attend the Association's State Convention and a like number of shifts off to attend the Association's International Convention.

Any member elected or appointed to a State or International Association office or position shall be allowed three (3) shifts off using personal leave to attend to business.

SECTION 4 ASSOCIATION PRESIDENT

The City agrees that when the President of the Association is on duty they shall be given the latitude to deal with the duties of the presidency. This includes but is not limited to meetings with any firefighter, the Fire Chief, City Manager, City Attorney, Human Resources Director, Assistant City Manager, the City Commissioners, the Civil Service Commission, and any meetings established by this Agreement. This latitude shall not include leaving the City limits unless prior approval from the Fire Chief has been sought.

The Fire Chief reserves the right to revoke this special duty during emergencies or when the welfare of the citizens of Kingsville is placed in jeopardy. The Association President, as part of their duties, reserves the right to speak, visit with the men and women who are members of the Association, as well as to tour existing Fire Department facilities and review existing equipment toward the goal of improving the quality of working conditions for the firefighters of the City of Kingsville. In addition, the President may participate as the duly elected representative of members of the bargaining unit in any discussion that may affect the working conditions of any Association member.

SECTION 5 ACTION OUTSIDE THE CITY LIMITS

It is understood and agreed that any member of the bargaining unit who is directed by their supervisor to perform duties outside the City limits will be considered to be within the course and scope of their employment while performing such duties.

ARTICLE 11 PAYROLL DEDUCTION OF DUES

The City agrees to deduct dues from the pay of Association members upon receipt from the Association of a "Dues Deduction Card" or similar form voluntarily and individually authorized, signed, and dated by each member of the Association. Such dues will be deducted in the amount specifically authorized by the individual and the Association. The deduction of dues will begin the first full pay period following receipt of the "Dues Deduction Card". The member's authorization to deduct dues shall remain in full force and effect for the term of this Agreement or until terminated by the member.

At any time, a member of the Association desires to withdraw dues deduction authorization, he/she may do so. Such action will be initiated through a "Termination of Dues Deduction Card" signed by the member of the Association. The City shall terminate deduction of such dues on the first full pay period following receipt of the "Termination of Dues Deduction Card".

The City will be obligated to remit to the Association only those sums deducted as dues and assessments from the Association member's pay check and will not be liable for damages to the Association, and individual member, or other group or person for failure to deduct any authorized sum for any reason. Deduction of Association dues shall be subordinate to all other deductions or liens legally placed upon the member's pay. The Association shall supply the City with all necessary information for payroll deduction of dues. The City will be responsible for maintaining on file all forms necessary to administer

this section. The City will inform the Association of any changes in dues deductions, by submitting a copy of the member's dues deduction form to the Secretary of the Association.

ARTICLE 12 DUTIES

Members of the bargaining unit shall be assigned to perform duties within the Chief's discretion including, but not limited to, firefighting, fire prevention, fire dispatch, rescues, emergency medical service, public safety education, training, project management, care and maintenance of facilities (for example, changing filters, maintaining yard, trash disposal, changing light bulbs, sweeping, mowing, dusting, dishes, laundry, etc.), equipment and apparatus not to include structural or other types of projects requiring licensing and/or permits.

ARTICLE 13 WORKING CONDITIONS

SECTION 1 HOURS OF WORK

24 Hour Shifts

Members of the bargaining unit assigned to work on twenty-four (24) hour shift duty may be assigned to one (1) of three (3) rotating shift. Each shift begins at 8:00 a.m. ends at 8:00 a.m. the following day, and is followed by the two (2) other twenty-four (24) hour shifts.

40 Hour Work Week

Members of the bargaining unit that are not assigned to work on a twenty-four (24) hour rotating shift, shall be assigned to a forty (40) hour work week in a seven (7) day period.

SECTION 2 SCHEDULING

The Chief retains the right to make temporary assignments, details and other schedule revisions for operational purposes, provided the regularly assigned schedule shall be stated herein. The days and hours of work for forty (40) hour members of the bargaining unit shall be subject to determination by the Chief as long as said member is given two (2) calendar days advance notice to such change in their working schedule.

SECTION 3 SHIFT ASSIGNMENT

Members shall receive at a minimum of 72 hours of notice prior to long-term shift assignment and/or shift change.

ARTICLE 14 UNIFORMS

SECTION 1 DESCRIPTION

The City shall furnish all members with National Fire Protection Association (NFPA) compliant uniforms, which may include one pair of shoes, upon initial hire or promotion (if uniform modifications are required) without cost to members. The Chief or designee shall provide replacements as necessary. A complete uniform list is defined as

Work Uniform Shirts (initial issue: 3)

Work Uniform Pants (initial issue: 3)

Jacket (initial issue: 1)

Boots (initial issue: 1 pair)

SECTION 2 PROVISION

The City shall furnish all NFPA compliant protective clothing and/or protective devices required of members in the performance of their duties as determined by the Fire Chief.

SECTION 3 REPLACEMENT

The City shall replace required clothing items and equipment, as determined by the Fire Chief, which are damaged or worn out in the course of employment without cost to the member.

SECTION 4 CLEANING

The City shall provide for cleaning, laundry service and or cleaning equipment and supplies for the purpose of maintaining work clothing per NFPA standards.

ARTICLE 15 WORKING OUT OF CLASSIFICATION

Any member of the bargaining unit assigned to perform the duties of a higher classification by the Chief and in his absence by the officer in charge for a period of 1 hour or more during a shift shall be paid the base salary of the higher classification, plus their own longevity, and certification and/or educational pay, for the period of time which the member is required to work such higher classification. Only the rank of Firefighter may be assigned to fill the rank of Engineer, only the rank of Engineer may be assigned to fill the rank of a Lieutenant, and only the rank of Lieutenant may be assigned to fill the rank of a Captain. Members of the bargaining unit certified as a Paramedic shall be ineligible to work out of classification when only one member certified as Paramedic is on duty.

All efforts will be made to assign only personnel who have at least two (2) years of service (calculated as of date of hire) before assigning the member temporarily to a higher classification.

All efforts will be made to assign only personnel who have at least one (1) year of experience holding rank of Engineer or above (calculated as of date of promotion) before assigning the member temporarily to a higher classification.

Should a staffing issue arise, the Fire Chief or their designee has the authority to assign personnel as needed to fill the higher classification.

ARTICLE 16 OVERTIME AND CALLBACK

SECTION 1 OVERTIME

24 HOUR SHIFT MEMBERS OVERTIME CALCULATION

Members assigned to twenty-four (24) hour shifts shall be paid overtime for authorized hours in excess of one hundred and six (106) hours of actual hours, holiday hours and vacations hours worked for each fourteen (14) day work period.

Hours worked on an actual holiday will be counted as overtime and paid one and half (1 ½) times regular rate of pay. Each twenty-four (24) hour member on duty at 8:00 a.m. when a holiday occurs shall be paid one and a half (1 ½) times their hourly rate of pay.

40 HOUR WORK WEEK MEMBERS OVERTIME CALCULATION

Members assigned to a forty (40) hour a week position shall be paid overtime for authorized hours in excess of forty (40) hours of actual hours, holiday hours and vacation hours worked for each seven (7) day work period.

SECTION 2 SCHEDULED VOLUNTARY OVERTIME

When the daily assigned staffing falls below, or is anticipated to fall below, the minimum staffing level, the Captain may call in off duty personnel to work using the established overtime procedures and availability list.

SECTION 3 EMERGENCY CALL BACK VOLUNTARY OVERTIME

Emergency call back overtime is needed when there is a temporary reduction in staffing arising from unanticipated emergency calls or other personnel shortages. All emergency call backs shall be for a minimum of three (3) hour periods and paid at overtime.

A member reporting for emergency call back overtime less than three (3) hours prior to their regularly scheduled shift shall be paid for the actual hours worked.

SECTION 4 OUT OF CLASSIFICATION OVERTIME

Members may work up one classification when working overtime if qualified to work in such classification. The member shall be paid overtime at one and one half (1-1/2) times the regular rate of pay for that particular classification. When working up, the member shall be paid overtime based on the lowest step in the higher classification.

SECTION 5 MANDATORY OVERTIME (RECALL)

The Fire Chief or designee has the statutory right under Texas Local Government Code 142.0015 to assign overtime as needed.

SECTION 6 PAYMENT OF OVERTIME

Overtime payments will be included on the paycheck following the end of the pay period, but offsets may be made for past overpayments or underpayments.

ARTICLE 17 COMPENSATORY TIME

SECTION 1 ELECTION

Members of the bargaining unit may elect to receive compensatory time, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay.

SECTION 2 RECORDS

The Fire Department administrative staff shall maintain records of compensatory time for each member of the bargaining unit.

SECTION 3 USE

Members of the bargaining unit that elect to use their compensatory time shall be taken with mutual agreement between the member and the Fire Chief

ARTICLE 18 ALTERNATE HIRE PROCESS

SECTION 1 ELIGIBILITY

Applicants must have all of the following to be eligible under this process and will not be required to take an entry level exam:

- A. Basic Structural Firefighter certification through Texas Commission of Fire Protection (TCFP).
- B. Emergency Medical Technician Paramedic certification through Texas Department of State Health Services (TDSHS) or National Registry.
- C. Two (2) years of experience as a certified/licensed paramedic.
- D. Applicant must be between the ages of 19 and 45 years of age.
- E. Valid Texas Department of Public Safety Driver's License

SECTION 2 ENTRY REQUIREMENTS

Applicants must successfully complete processes required by entry-level candidates of application, agility, interview, physical, drug screen and psychological examination.

Applicants under the alternate hiring process may not appeal a rejection by the Fire Chief.

To the extent allowed by law, the City shall indemnify the Association and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken in compliance with this article, excluding gross negligence, recklessness, or intentional conduct of the parties.

The parties have entered into this agreement in good faith and understand and agree that the provisions of this article are in compliance with the authority granted the parties under Chapter 174 of

the Texas Local Government Code that allows the City and the Association to mutually alter provisions of Chapter 143 of the Texas Local Government Code.

SECTION 3 RE-HIRE

Former City of Kingsville firefighters with less than one (1) year break in City of Kingsville service may be considered for rehire.

Potential rehires will be required to complete and pass the following:

- 1) Background
- 2) Agility
- 3) Physical
- 4) Psychological
- 5) Drug Screen

ARTICLE 19 PROMOTIONS

SECTION 1 PROMOTIONAL PROCEDURES

The promotional examination shall consist of the following:

A. Written Examination

1. Candidates must score at least seventy percent (70%) or better on the written examination to advance to the next step of the promotional procedure. The written examination shall count as seventy percent (70%) of the total promotional score.
2. Any change in the Promotional Reading Lists shall be posted in January no later than January 31st of each year.

B. Skills Assessment

Candidates that successfully pass the written examination will be required to participate in a skills assessment that is developed and/or approved by the Fire Chief. A candidate must pass the skills assessment with a score of seventy percent (70%) or better to be placed on the promotional list. The skills assessment score shall count as thirty percent (30%) of the promotional score.

Once a candidate has successfully passed the skills assessment, their score from the written exam will be multiplied by seventy percent (.70), their score from the skills assessment will be multiplied by thirty percent (.30), and then the two resulting numbers will be added together to provide the base promotional score.

SECTION 2 SENIORITY POINTS

Candidates successfully passing the written exam and skills assessment will have seniority points added to their base promotional score to create their total promotional score. A maximum of 10 seniority points may be added to the base promotional score, as follows:

Uninterrupted service in
Kingsville Fire Department

1 point per year of service
(up to 10)

SECTION 3 PROMOTIONAL ELIGIBILITY LIST

Once candidates have received their total promotional scores, their name shall be placed on a promotional eligibility list in the order of highest score to lowest score. The Eligibility List shall be valid for one (1) year from the date of Civil Service Commission Approval.

SECTION 4 DRUG/ALCOHOL TESTING

Candidates will be selected from the promotional list for a drug/alcohol test as vacancies become available. Upon successful completion of the drug/alcohol test, the candidate will be offered the promotion.

ARTICLE 20 OFF-DUTY EMPLOYMENT

The Fire Chief shall create a policy regarding off duty employment. Policy must be continuously updated as changes occur. The following information shall be required by the Fire Chief due to firefighters being injured during their off duty employment and reporting to their next scheduled shift without notifying their shift Captain of their off duty employment injury. (1) Name and address of employer. (2) Phone number of employer for emergency for emergency contact by the department. Off duty employment shall not interfere with normal work schedules or emergency duties. Copies of the policy shall be filed in the Human Resource Department, the Risk Manager and City Manager's office. Permission to work off duty employment shall not be unreasonably withheld.

ARTICLE 21 LABOR MANAGEMENT COMMITTEE

The City and the Association recognize communication between Management and the Association is indispensable to the accomplishment of a sound and harmonious Labor – Management Committee. This Committee shall consider, discuss, and resolve issues or problems pertaining to the employment conditions of the firefighters. Such issues may include proposed changes in safety equipment and devices, clothing, and procedures for the reduction or elimination of hazards to the mission of the Fire Department. Such discussions shall not be tantamount to, or an extension of, the bargaining process, but shall be for the purpose of encouraging productive relations between the parties and the improvement of the fire service to the community. The Committee shall consist of four (4) members, two (2) to be appointed by the Association and two (2) to be appointed by the Chief. All four (4) members of the committee must be present for a meeting to be held. The Labor – Management

Committee shall meet at times mutually agreeable to both parties and meetings may be canceled by mutual agreement of the Committee members. There shall be a written agenda, prepared by the party requesting the committee meeting, on matters to be discussed and provided to the Committee members at least one week in advance of the meeting.

ARTICLE 22 GRIEVANCE PROCEDURE

SECTION 1 SCOPE OF PROCEDURE

The City and the Association agree that the purpose of this grievance procedure is to provide a just and equitable method for resolving disagreements between the parties, involving the interpretation, application or alleged violations of this Collective Bargaining Agreement. For the purposes of this article only, working days are defined as Monday-Friday, excluding weekends and City holidays.

SECTION 2 GRIEVANCE PROCEDURES

The Association, or any member covered under the Agreement, may file a grievance, and shall be afforded the full protection of this Agreement.

Step 1. The Association, or any member covered by this Agreement, having a matter which is felt to be a grievance, shall submit, within ten (10) working days of the actual event causing the problem, a written grievance to the Association Grievance Committee.

The grievance shall include:

- (1) A statement of the grievance and the facts on which it is based;
- (2) The section(s) of the Agreement which have been violated;
- (3) The remedy or adjustment, if any is sought;
- (4) The signature of the member.

The Association Grievance Committee shall have ten (10) working days from receipt thereof in which to act on the grievance. If the Association Grievance Committee decides in their sole discretion that no grievance is found to exist, no further action shall be required. If a grievance is found to exist, the Committee shall process the grievance by passing it to Step 2.

Step 2. If a grievance is found to exist, the matter shall be submitted to the Fire Chief or their designee within the ten (10) working days as specified by Step 1. If the Fire Chief and/or their designee is not available, the Supervisor in charge may receive the copy of the grievance. The Chief shall render a decision and respond to the Association Grievance Committee, in writing, within ten (10) working days from receipt thereof.

Step 3

If the grievance is not resolved in step two (2), the Association Grievance committee shall submit the grievance in writing to the City Manager or their designee within ten (10) working days from the receipt

of the step two (2) decision. The City Manager or their designated representative shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) working days of receipt of the grievance.

Step 4. If the grievance is not resolved at Step 3 then the City and the Association shall request the assistance of the Federal Mediation and Conciliatory Service, within ten (10) working days excluding weekends and holidays. The mediator will advise the parties of their availability for mediation of the grievance. Failure to resolve the grievance in mediation shall constitute the grievance unresolved.

Step 5. If the grievance is not resolved at Step 4, the Association Grievance committee may request arbitration. If a grievance is requested to be submitted to arbitration, the City and the Association shall first attempt to mutually agree on an arbitrator. If after ten (10) working days the parties fail to agree upon an arbitrator, a list of seven (7) neutral arbitrators shall be requested from the American Arbitration Association or the Federal Mediation and Conciliation Services (F. M. C. S.). Within ten (10) working days from receipt of the list, the Association and the City shall alternate in striking a name from the list until only one name remains. If neither party volunteers to strike a name first, it shall be decided by flipping a coin. The arbitrator will advise the parties of their availability for arbitration of the grievance.

SECTION 3 ARBITRATION

A. Scope of Arbitrator/Arbitration

Within thirty (30) calendar days after the conclusion of the hearing or the filing of the briefs, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association Grievance Committee and the City. The arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at their decision on the interpretation of this Agreement and to make conclusions of fact based upon the evidence submitted at the arbitration hearing and to apply the contractual provisions to said facts. The arbitrator shall confine themselves to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to them. The conclusion reached by the arbitrator shall be based solely on evidence adduced at the hearing. The decision of the arbitrator shall be final and binding upon the City, the Association and all members covered by this Agreement.

B. Arbitration Expenses

Fees and expenses of the arbitrator shall be borne by the party ruled against as determined by the arbitrator in their award. The City shall bear the expenses of any witnesses called by the City. The Association shall bear the expenses of any witnesses called by the Association, except for members who are on duty during the time they are to testify. The Association agrees to call no more than three (3) members on duty to be witnesses; expenses for additional on duty members called by the Association to be witnesses, will be paid by the Association.

C. Rules for Arbitration Hearings

The parties, during arbitration hearings, shall have the following rights and duties:

1. To exchange the names of witnesses to be called and the nature of their testimony prior to the hearing;
2. To require the arbitrator to subpoena witnesses;
3. To be represented by legal counsel;
4. To present evidence, testify, and argue the evidence;
5. To confront and cross-examine adverse witnesses (subject to the reasonable discretion of the arbitrator to admit hearsay evidence);

Judicial rules of evidence need not be strictly followed; however, witnesses may be placed under the rule. The arbitrator shall not communicate with parties or witnesses relating to the facts or subject matter of the case outside of the arbitration hearing.

SECTION 4 TIME LIMITS

The parties shall adhere to the time limits set forth in the procedure. In the event the member or the Association fails to meet the time limits, at any step in procedure, the grievance shall be considered satisfied and no further action taken. Failure by the City to meet the time limits at any step, the grievance shall be considered resolved in favor of the Association.

SECTION 5 DUE DATE

If a deadline falls on a day when the appropriate office is closed, the due date shall be on the next day when it is open.

ARTICLE 23 LEGAL PROCEDURE

SECTION 1 LEGAL DEFENSE

In the event that a civil action is filed against a member of the bargaining unit for conduct performed while on duty in the official performance of their duty, the City shall provide legal representation to the member under the terms and conditions of this article. The City, by conducting or participating in the defense of the members of the bargaining unit, does not assume any obligation or liability or otherwise imposed by law and does not expressly or implicitly waive any immunity or defense, which may be available to the City. The City shall have no obligation not otherwise imposed by law for any judgment, which is rendered against a member of the bargaining unit. The City shall have the option, at its sole discretion, of retaining an outside lawyer or providing legal representation through the Office of the City Attorney.

SECTION 2 NO OBLIGATIONS

The City shall have no obligations to provide legal representation to a member of the bargaining unit where:

- A. The conduct of the member has given rise to the civil action that constitutes a violation of rules, regulations or procedures, a violation of the orders of supervisor, gross negligence, recklessness, or intentional wrongdoing;
- B. The conduct of the member has given rise to civil action and is outside the scope of the member's employment.
- C. Legal representation is provided by a third party, such as automobile liability insurance, or the like.

SECTION 3 NOTIFICATION

The member of the bargaining unit shall notify the City of any claim being made against such member no later than 15 days from the date that the member received notice of such claim, and shall request, in writing through the Chief, that the City assume the defense of the member regarding such claim.

SECTION 4 CORRESPONDENCE WITH CITY ATTORNEY

If suit is filed against a member of the bargaining unit, the member shall immediately forward to the City Attorney every demand, notice, summons or other process received by the member.

SECTION 5 COOPERATION OF FIREFIGHTER

The member of the bargaining unit shall cooperate with the City and upon its request shall assist in making settlements, in the conduct of suits, in endorsing any rights of contribution of indemnity against any person or organization who may be liable for all or part of such damages and shall attend all hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. Furthermore, any failure of the member to cooperate with the City in providing legal representation or otherwise violating provisions of this article shall be grounds for denial of legal representation or termination of such obligation.

SECTION 6 OTHER RIGHTS AND OBLIGATIONS OF CITY

No provision of this article shall in any way affect other rights or remedies that the City may have.

ARTICLE 24 DRUG TESTING

SECTION 1 APPLICABILITY

The City's current Substance Abuse Policy shall be of full force and effect as to persons who come within the purview of this Agreement except when expressly excluded herein. All provisions of the Substance Abuse Policy pertaining to alcoholic beverages, inhalants, and prescription drugs shall be fully applicable. The following special provisions shall apply only to illegal drugs. These terms shall be construed in accordance with the definitions contained in the City's Substance Abuse Policy.

SECTION 2 CHOICE OF MANAGER

"Manager" as used herein shall be that person or agency, but always an independent contractor, who shall be responsible for collecting, testing and reporting results on any sample, of whatever nature, used for implementation and administration of the City's Substance Abuse Policy

SECTION 3 RANDOM TESTING

All City employees are subject to random testing without cause.

Selection of subjects or persons for random testing for alcoholic beverages, illegal drugs, inhalants, or prohibited substances by the responsible authority may be accomplished by the responsible authority by reasonable means which does not constitute a pattern, custom, or practice. By way of illustration and not be way of limitation, the responsible authority may require all person's subject to random testing to be tested on a given day. The responsible authority may also require those person's subject to random testing in one department only to be tested on a given day.

The responsible authority's choice of mode for determining random testing shall be presumed valid subject to a clear showing of abuse of discretion.

SECTION 4 TESTING FOR CAUSE

All members of the bargaining unit shall be subject to testing for cause. Cause shall be "tenable inference" as defined in the City's Substance Abuse Policy.

Any member who demonstrates a tenable inference that they are at that time in violation of any of the provision of the City Substance Policy may be subject to an immediate appropriate substance abuse test.

The member's immediate supervisor, department head, acting department head, and a person acting in their stead, the City Manager, or the Human Resource Director may order the testing.

Any member who refuses to submit to an immediate appropriate substance abuse testing when ordered by an appropriate official as listed above shall be indefinitely suspended. If the member so indefinitely suspended appeals the indefinite suspension and on appeal it is determined an order for testing was issued, and the member refused to obey such order, and the person giving such orders was justified in forming the tenable inference as defined herein, the indefinite suspension shall be upheld and the member may not be rehired by the City of Kingsville for a period of one year.

SECTION 5 COMPLIANCE WITH POLICY AND DISCIPLINARY ACTION

All members shall refer to the current City of Kingsville Policy # 830 Substance Abuse Policy in regards to compliance and consequences of failure to comply with this policy.

SECTION 6 RECORDS PROCEDURESRelease of Information

Requests for employment verification or references for a member indefinitely suspended under this policy shall be forwarded to the Human Resource Department. For Texas Employment Commission hearing on granting unemployment insurance, the City will cite a rules violation as the reason for termination and will supply a copy of the letter of indefinite suspension, which states specific reasons. Where there is doubt about the release of information, the Legal department shall be consulted for guidance.

Reporting Conviction to Federal Agency

In compliance with the Drug Free Workplace Act, the Human Resource Department will notify the appropriate federally agency within ten (10) days after receiving notice from the member of a conviction under criminal drug statutes.

SECTION 7 OFF DUTY CONDUCT

No off duty conduct shall impair on-duty performance notwithstanding anything else to the contrary herein the provisions of this section only shall apply to all substances, i.e., alcoholic beverages, inhalants, illegal drugs, and prescription drugs.

SECTION 8 HOLD HARMLESS

To the extent possible the City agrees to hold harmless the Association for any suit or cause of action, which is a direct result of negotiating and executing this Agreement.

ARTICLE 25 HOLIDAYS

SECTION 1 DESIGNATED HOLIDAYS

Each firefighter shall receive the following eight (8) holidays per year:

1. New Year's Day
2. Martin Luther King Day (MLK)
3. Good Friday
4. Memorial Day
5. 4th of July
6. Veteran's Day
7. Thanksgiving Day
8. Christmas Day

The Holiday shall be on the actual holiday.

SECTION 2 HOLIDAY LEAVE

A. Member's assigned to twenty-four (24) hour shifts shall be entitled to the number of scheduled working hours off for each holiday (ex. 24 hour shift = 24 hours off).

Member's assigned to a forty (40) hour work week shall be entitled to 8 working hours off for each holiday.

The current practice of adding holidays to vacation time or taking them individually shall be retained. Nothing herein shall be interpreted in such a manner, which would deprive the Chief of his right to cancel a member's scheduled holiday when the Chief determines there is an imminent threat. The member's responsibility for scheduling a holiday shall end when they receive their signed copy of the holiday request form.

B. Members assigned to a forty (40) hour work week shall be entitled to observe the holidays authorized under City policy.

ARTICLE 26 VACATION

SECTION 1 VACATION LEAVE ACCRUALS

Members of the bargaining unit shall accrue vacation leave in equal biweekly increments as follows:

- A. 13 through 60 months – 12 days
- B. 61 through 228 months – 15 days
- C. 229 months and more – 18 days

The City shall post an accounting of vacation accrual on the member's pay stub.

Leave accruals shall be in accordance with the City's Family Medical Leave (FMLA) policy.

SECTION 2 CANCELLATION OF LEAVE

Nothing herein shall be interpreted in such a manner which would deprive the Chief of their right to cancel a member's scheduled vacation when the chief determines there is an imminent threat.

SECTION 3 LEAVE

Members assigned to a twenty-four (24) hour shift will be entitled to twelve (12) working hours for each day of accrued vacation leave. Members assigned to a forty (40) hour work week shall be entitled to eight (8) working hours for each day of accrued vacation leave.

SECTION 4 SEPARATION PAY

Members assigned to a twenty-four (24) hour shift who have completed probation shall be paid a maximum of two hundred and fifty (250) hours for any accumulated vacation leave at the member's regular rate of pay at the time of separation.

Members assigned to a forty (40) hour work week shall be paid a maximum of one hundred sixty-six (166) hours for any accumulated vacation leave at the member's regular rate of pay at the time of separation.

ARTICLE 27 SICK LEAVE

SECTION 1 SICK LEAVE ACCRUAL

Firefighters shall accrue Sick Leave at the following rates in bi-weekly increments:

- A. 13 through 60 months – 12 days
- B. 61 months and more – 15 days

Leave accruals shall be in accordance with the City's Family Medical Leave (FMLA) policy.

The City shall post an accounting of sick leave accrual on the member's pay stub.

Members working 24 hour shifts will be entitled to 12 working hours for each day of accrued sick leave, except member's working a 40 hour weekly schedule shall be entitled to 8 working hours for each day of accrued sick leave.

SECTION 2 USE OF LEAVE

In the event of an illness, the member shall notify the Captain or Acting Captain on duty immediately when the member knows they will be absent due to an illness. Any member who is absent one or more consecutive scheduled work shifts or who is exhibiting a pattern of potential leave abuse may be required by the Chief to furnish a certificate from a physician or the physician's representative certifying to the illness of the firefighter.

SECTION 3 SICK LEAVE BUY BACK

Any member assigned a 24 hour shift who has completed probation may elect to sell up to one hundred and eighty (180) hours of accumulated sick leave annually (December), or up to ninety (90) hours bi-annually (June and/or December). Any member assigned a 40 hour work week may elect to sell up to one hundred and twenty (120) hours of accumulated sick leave annually or sixty (60) hours bi-annually (June and/or December). Annual sick leave buy back requests are to be submitted no later than fifteen (15) days prior to the first payday of the month of June and/or December. Checks will be issued on the first scheduled payday of the month of June and/or December, barring any emergency. If a member does not submit the required form on time, a buy back paycheck may not be issued. The City shall purchase the sick leave hours at one hundred percent (100%) of the member's wages.

SECTION 4 SEPARATION PAY

A. Members assigned to 24 hour shifts shall be paid all accumulated sick leave not to exceed one thousand two hundred (1200) hours of accumulated leave at the time of separation from the Kingsville Fire Department at the member's regular rate of pay.

Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed one thousand two hundred (1200) hours for members assigned to 24 hour shifts.

B. Members assigned to 40 hour work weeks shall be paid all accumulated sick leave not to exceed eight hundred (800) hours of accumulated sick leave at the time of separation at the regular rate of pay. Sick leave hours sold under buy back procedures plus sick leave separation pay shall not exceed eight hundred (800) hours for members assigned to a 40 hour work week.

ARTICLE 28 SPECIAL LEAVES

SECTION 1 BEREAVEMENT LEAVE

In the event of death in the immediate family of a member of the bargaining unit who is otherwise assigned to duty, the member shall be granted time off with pay as follows:

- A. Members working a 24 hour shift shall be granted one shift off following the death. However, if the death occurs when the member is on duty, he/she shall receive the rest of the shift off in addition to the one shift being granted off.
- B. Member(s) working a 40-hour workweek shall be granted 3 consecutive calendar days off of bereavement leave following the death of a family member as defined below.

The immediate family shall be defined as the member's mother, father, legal spouse, child, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, grandchildren, or person physically residing with the member.

ARTICLE 29 MISCELLANEOUS PROVISIONS**SECTION 1 EYEGLOSS REPLACEMENT**

The City agrees to reimburse members of the bargaining unit for prescription eyeglasses broken or damaged during the course of employment up to \$200 for the repair or replacement of frames and lenses. Members may select more expensive eyeglasses by paying the additional cost.

SECTION 2 COPY OF AGREEMENT

The City shall provide every duty station and every member of the bargaining unit with a copy of this Agreement and one (1) copy of all of their benefits of employment with the City.

SECTION 3 DIRECT DEPOSIT

The City shall maintain a direct deposit system with banks and credit associations for payroll checks during the term of this contract, provided the financial institute permits such direct deposit.

SECTION 4 RESIDENCY

All members of the bargaining unit shall reside within a 45 mile radius of the City of Kingsville.

SECTION 5 CERTIFICATION MAINTENANCE

All members of the bargaining unit shall maintain Fire Department required certifications for their rank and assignment. All members hired without an EMT-Paramedic certification are required to maintain their existing level of EMT certification. Bargaining unit members that were hired with an EMT-Paramedic certification or have attained paramedic certification during the course of their employment with the City must maintain that certification as long as they hold the rank of firefighter. Members that have been promoted above the rank of firefighter, have the option of maintaining their EMT-Paramedic certification or downgrading their EMT certification to EMT-Intermediate or EMT-Basic. Downgrades in EMT certification will result in lower or discontinued certification pay. Both the City and the Association

recognize the need for fire suppression and emergency medical training and the need for continuing education to maintain standards and certifications.

SECTION 6 SAFETY

The City and the Association agree that Fire Protection and Emergency Medical Services are the primary purpose of the Fire Department. In order to guarantee such protection and service to the community, the City and the Association agree to provide a proper level of safety for the members, and maintain a safe working environment.

SECTION 7 APPOINTMENT OF AN ASSISTANT FIRE CHIEF

The Fire Chief may at his sole discretion appoint from the staff of the Department an Assistant Fire Chief of Operations. A firefighter appointed to the position of Assistant Fire Chief must have been employed by the Department for at least five (5) continuous years and immediately before the appointment hold the rank of Lieutenant or above. The appointed firefighter shall serve at the pleasure of the Chief and may be demoted to previously held civil service rank without cause.

ARTICLE 30 INSURANCE

SECTION 1 HEALTH INSURANCE

For the duration of this Agreement, the City shall provide to all members of the bargaining unit with the same hospitalization/health insurance policy as provided to all other employees of the City. The City shall make such policy available to eligible dependents of all members in the same manner and for the same employee contribution as all other City employees.

SECTION 2 LIFE INSURANCE

For the duration of this Agreement, the City shall provide all members of the bargaining unit covered by this Agreement the same life insurance policy as provided to all other City employees.

SECTION 3 RETIREES

Members of the bargaining unit, who retire on and after the effective date of this Agreement, are entitled to continue health insurance coverage for themselves and their covered family members. The retiree may continue the health insurance coverage until he/she reaches Medicare eligibility (65). However, covered family members may receive continued coverage in accordance with the Omnibus Budget Reconciliation Act (COBRA) of 1985.

Member upon retirement may continue health coverage by paying one-half the cost of the monthly premium; the City will pay the difference. Retiree may also continue the family coverage by paying the total cost of the monthly premium for the COBRA duration period.

Members that elect to have such coverage shall submit such payments to the Collection's Division. Payments must be submitted by the 1st regular working day of each month. If payments are not submitted by the mentioned date, coverage shall be discontinued. Payment of insurance premiums for

all retirees shall be subject to change at the insurance renewal periods approved by the City Commission.

ARTICLE 31 MUSCULAR DYSTROPHY FUND-RAISER (MDA)

SECTION 1 ANNUAL EVENT

The members of the bargaining unit, while on duty, may conduct the annual Muscular Dystrophy fund-raiser, "Fill the Boot", at a time scheduled and approved by the Fire Chief.

SECTION 2 SCHEDULE

The "Fill the Boot" fund-raiser will be scheduled annually on three (3) work shifts. Should any shift scheduled on a day to collect for "Fill the Boot" get canceled due to inclement weather or any other type of unforeseen emergency, another date shall be scheduled.

SECTION 3 RESPONSE TO SERVICE CALLS

During the fund-raiser, the on duty shift will respond to fire alarms from their assigned locations without delay.

SECTION 4 ASSOCIATION RESPONSIBILITY

The Kingsville Professional Fire Fighters Association will be responsible for handling arrangements needed to conduct such a fund-raiser and for securing all money collected for any and all Muscular Dystrophy events.

ARTICLE 32 WAGES

Wages for Fiscal Year 2016-2017, Fiscal Year 2017-2018, FY 2018-2019 and Fiscal Year 2019-2020 shall be paid as set forth in Appendix A.

During the term of this agreement the employees covered under this agreement shall be paid the higher of the wage schedule in Appendix A or any general cost of living adjustments (COLA) given across the board to all city employees.

ARTICLE 33 EDUCATION AND CERTIFICATION PAY

SECTION 1 EDUCATION

Members of the bargaining unit shall receive Educational Incentive Pay for the following:

Associate Degree	\$ 50.00 per month
Bachelor's Degree	\$100.00 per month
Master's Degree	\$200.00 per month

Individual degrees must be obtained from an accredited college or university.

Members of the bargaining unit shall receive pay for only one degree not all three.

A college degree is not required as a condition of employment, and if the employee earns any of the above college degrees, then the Educational Incentive Pay, as described above, will apply.

SECTION 2 CERTIFICATION

Any member of the bargaining unit obtaining any of the certifications listed in the current agreement under "Certification Pay" shall be eligible to receive this type of pay immediately after providing the certificate to the Fire Chief. Failure to present the certificate will release the City of any obligation of any back pay for certification. See Appendix "B".

Members shall receive certification incentive pay based upon the Schedule listed in Appendix B. When multiple levels exist for a particular certification or degree, a member shall receive payment only for the highest level certification or degree possessed.

ARTICLE 34 LONGEVITY

SECTION 1 RATES

Longevity will be paid at the rate of four dollars and fifty cents (\$4.50) a month to be paid at these rates for each year of service in the department not to exceed twenty-five (25) years of service for the remainder of this agreement.

SECTION 2 ARTICLE PROVISION

The parties recognize and agree that the provisions of this Article take precedence over Section 141.032 of the Texas Local Government Code.

ARTICLE 35 NON-WAIVER

Should either party to this Agreement provide any service or benefit in excess of any of the requirements of this Agreement or otherwise, such provision shall not be deemed to be a waiver of any of the terms or obligations recited in this Agreement.

ARTICLE 36 MAINTENANCE OF STANDARDS

All economic benefits, privileges and working conditions enjoyed by the members of the bargaining unit which are properly and lawfully in effect in the Department as to matters subject to mandatory bargaining under TLGC Chapter 174, as of the effective date of this Agreement, shall remain unchanged for the duration of this agreement.

ARTICLE 37 DECLARATION OF THE FULL AND FINAL SCOPE OF AGREEMENT

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. This Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as specified in this Agreement. It is understood and agreed that the contract may be amended by mutual consent of the parties to this Agreement. In the event that any provision of this Agreement conflicts or is inconsistent with any provisions of the Local Government Code of Texas, this Agreement shall prevail notwithstanding any such provision of those statutes.

ARTICLE 38 SAVINGS CLAUSE

If a court of competent jurisdiction should find any article or section of this Agreement invalid, unlawful, or unenforceable, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

IN WITNESS WHEREOF, we have executed this amended agreement this the ____ day of January , 2016.

CITY OF KINGSVILLE

KINGSVILLE PROFESSIONAL FIREFIGHTERS ASSOCIATION,
IAFF LOCAL #2390

BY: _____
JESÚS A. GARZA, CITY MANAGER

BY: _____
JAMES CREEK, PRESIDENT, IAFF LOCAL 2390

APPENDIX A - WAGE SCHEDULE

			FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020
			YEAR 1	YEAR 2	YEAR 3	YEAR 4
FD - 5	CAPTAIN A	0-12 MONTHS	\$ 17.77	\$ 18.31	\$ 18.86	\$ 19.42
FD - 5	CAPTAIN B	13+ MONTHS	\$ 18.31	\$ 18.86	\$ 19.43	\$ 20.01
FD - 4	LIEUTENANT		\$ 17.25	\$ 17.77	\$ 18.30	\$ 18.85
FD - 3	ENGINEER A	0-12 MONTHS	\$ 16.11	\$ 16.43	\$ 16.76	\$ 17.10
FD - 3	ENGINEER B	13+ MONTHS	\$ 16.69	\$ 17.02	\$ 17.36	\$ 17.71
FD - 2	FIREFIGHTER B	13+ MONTHS	\$ 14.65	\$ 14.94	\$ 15.24	\$ 15.54
FIRE	MARSHAL		\$ 26.66	\$ 26.93	\$ 27.20	\$ 27.74

*Notes: Payroll system rounding may change cent(s) +/-

FY 2016-2017, FY 2017-2018, FY 2018-2019, and FY 2019-2020 wages are effective the first day of the first full pay period

1. **RANGE FD - 2**

At the end of the probation, the employee shall advance to the first step in this range; advancement through this range will be based on time in-grade as defined by the schedule.

2. **RANGE FD - 3**

Upon promotion to Driver, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

3. **RANGE FD - 4**

Upon promotion to Lieutenant, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

4. **RANGE FD - 5**

Upon promotion to Captain, the employee will be placed at this range; advancement through this range will be based on time in-grade as defined by the schedule.

APPENDIX B - CERTIFICATION PAY INCENTIVES

Civil service uniformed personnel shall receive the following monthly pay for certification:

CERTIFICATION	MONTHLY PAY
Intermediate Firefighter	\$ 30.00
Advanced Firefighter	\$ 40.00
Master Firefighter	\$ 50.00
Fire Inspector	\$ 25.00
Fire Instructor (1) and (2) Intermediate	\$ 25.00
Fire Instructor (3) Master	\$ 35.00
Fire Officer I	\$ 25.00
Arson Investigator (Basic or Intermediate)	\$ 50.00
Driver/Operator	\$ 25.00
Fire Investigator	\$ 30.00
EMS Instructor	\$ 25.00
EMT Intermediate (Firefighter)	\$ 100.00
EMT Intermediate (Engineer, Lieutenant, Captain)	\$ 50.00
EMT - Paramedic (Firefighter)	\$ 400.00
EMT- Paramedic (Engineer, Lieutenant, Captain)	\$ 250.00

NOTE: When multiple levels exist for a particular certificate, an employee shall receive payment only for the highest-level certificate possessed.

REGULAR AGENDA

AGENDA ITEM #6

City of Kingsville
Department of Planning and Development services

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: January 5, 2017

SUBJECT: Rezoning Request from Nehemias Cantu at 211 W. Corral from R1 to R3

Summary: The Planning and Zoning Commission met Wednesday, January 4, 2017 to consider the rezoning request from Nehemias Cantu.

Background:

Financial Impact:

Recommendation: The Planning and Zoning Commission voted 5 to 0 to recommend approval of the rezoning request from Nehemias Cantu at 211 W. Corral.



City of Kingsville
Department of Planning and Development services

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: December 29, 2016

SUBJECT: Rezoning request from Nehemias Cantu at 211 W. Corral from R1 to R3

Summary: Nehemias Cantu is requesting that the property at 211 W. Corral be rezoned from R1 single family to R3 multi family,

Background: In the past year due to the market demand for student housing, the city has had a number of multi family projects built. These projects generally range from 5 to 10 units. The intent of the developers is to tap into the demand for student housing and at the same time provide a clean and reasonably priced unit. They generally have few amenities such as a pool, but may include laundry facilities on site. The developers have typically been Kingsville residents which I believe is a good thing. It is also my understanding that their occupancy rate is good so they have had minimal problems in renting out the units.

As you can see from the zoning map the project location is nearly in the middle of the residential housing between 4th and 6th. It is also obvious that R/2 and R/3 land use is moving west to accommodate the demand for more student housing. I would also add that with this project being on Corral it is one of our more highly traveled streets with a direct connection between the highway and the university.

Financial Impact: The construction of the apartment building would increase the tax base and provide another option for students to rent while they attend the university. These projects also I believe put pressure on those who own older apartment buildings and which could be in need of a facelift. I think that could be a positive thing so the market would work in causing current owners to update properties or lose tenants.



City of Kingsville
Department of Planning and Development services

Recommendation: While there are a number of positives for this project, I have reservations on the location and future impact. If this project was being built in another location there most likely wouldn't be an issue. It is clear from the zoning map that the land use for R1 is being converged upon from the west. While it is possible that Corral could transition in the future because again of traffic counts and direct access to the highway do we want it to transition to multi family? That transition could be a number of years away do we want to push that ahead with this rezoning? The Planning and Zoning Commission will be meeting on Wednesday, January 4th to make a recommendation on this item. I have recommended to the Planning and Zoning Commission to not recommend approval of the rezoning. The Master Plan designates the south side of Corral as Neighborhood Conservation which is defined as the following: These are existing residential neighborhoods whose overall character would remain as is. Over time, individual home sites may redevelop in these areas, but the overall character including density, lot size, setback, landscaping and open space would generally remain the same. The purpose of the district is to establish standards consistent with those at the time of development so as not to create nonconforming situations. My recommendation to the City Commission is to not recommend approval of the rezoning. Since the letters have been mailed out we have received one phone call against the rezoning. While the individual lives in another community he does own property in the 200ft. buffer.



CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 211 W Corral Nearest Intersection 4th St

(Proposed) Subdivision Name _____ Lot 9 Block _____

Legal Description: Westside AC, Lot TR 9, Acres 0.9753

Existing Zoning Designation R1 Future Land Use Plan Designation R3

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Nehemias Cantu Phone 956 499 4705 FAX _____

Email Address (for project correspondence only): nehemiascantu@aol.com

Mailing Address 115 E. Main City Bishop State TX Zip 78343

Property Owner Nehemias Cantu Phone 956 499 4705 FAX _____

Email Address (for project correspondence only): _____

Mailing Address _____ City _____ State _____ Zip _____

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

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

Please provide a basic description of the proposed project:

Residential to R3

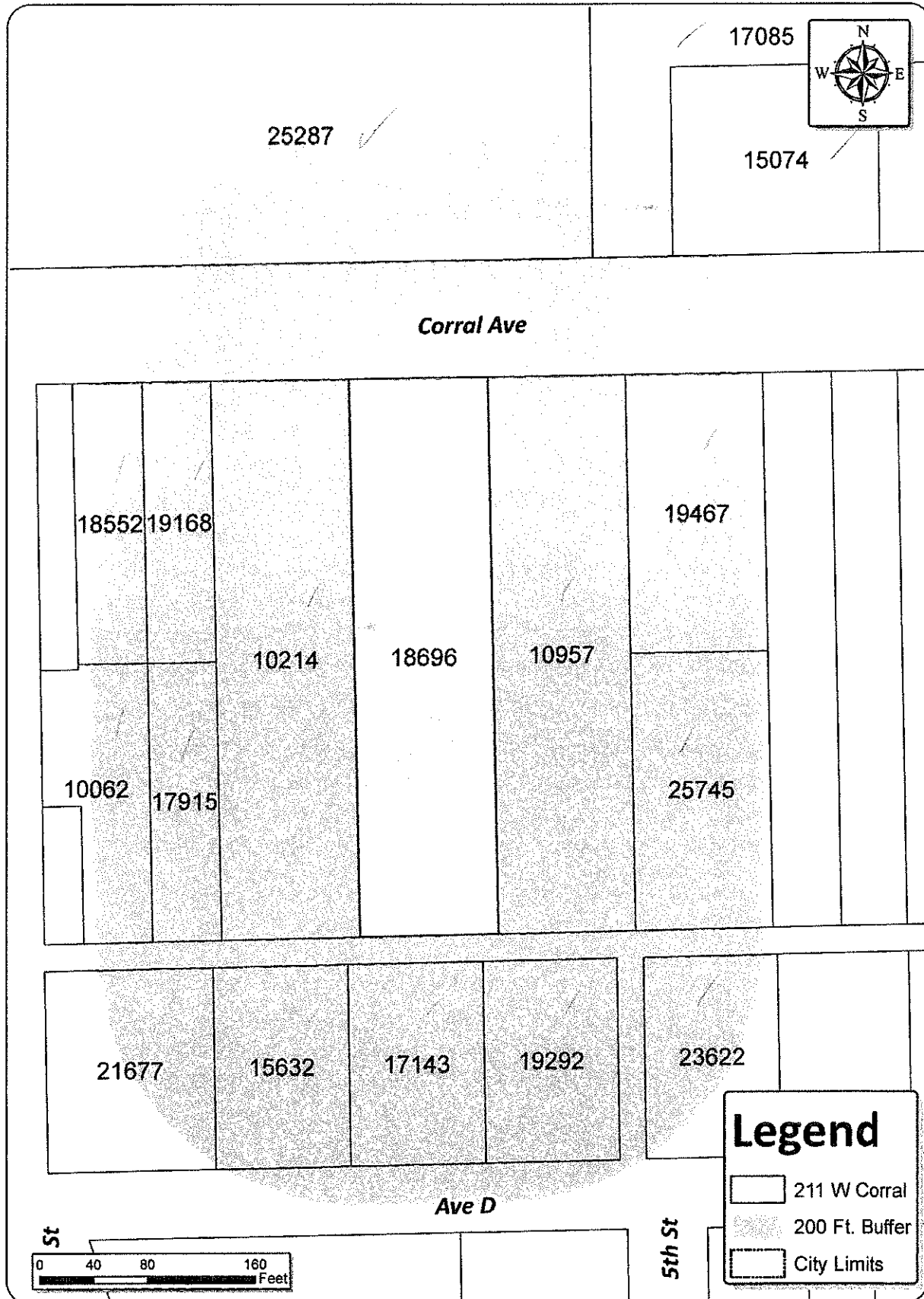
I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature Nehemias Cantu Date: 12-13-16

Property Owner's Signature Nehemias Cantu Date: _____

Accepted by: _____ Date: _____

211 W Corral



K I S D
PO BOX 871
KINGSVILLE, TX 78364-0871
#25287

JOSE VILCHES
237 W CORRAL AVE
KINGSVILLE, TX 78363-3214
#18552

FABIAN M SANCHEZ III
221 ½ W CORRAL AVE
KINGSVILLE, TX 78363-3214
#17915

RAMIRO BARRERA JR
201 W CORRAL AVE
KINGSVILLE, TX 78363-3214
#19467

ROBERTO RAMOS
220 W D AVE
KINGSVILLE, TX 78363-3731
#15632

GILBERTO Q SOLIS
9818 LAKEWOOD DR
CONROE, TX 77306-6558
#23622

TEXAS VALLEY PROPERTIES
LTD
1654 THE ALAMEDA STE 100
SAN JOSE, CA 95126-2205
#17085

ERNAN C GUTIERREZ
307 W CORRAL AVE
KINGSVILLE, TX 78363
#19168

ROBERTO R RODRIGUEZ SR
PO BOX 348
KINGSVILLE, TX 78364-0348
#10214

GLORIA EMILA HANNON
6725 GREENDALE CT
NORTH RICHLAND HILLS,
TX 76180-2605
#25745

PEDRO RODRIGUEZ JR
210 W D AVE
KINGSVILLE, TX 78363-3731
#17143

ALI SANA LLC
4510 IRON RIVER DR
CORPUS CHRISTI, TX 78410-5821
#15074

PEDRO T RODRIGUEZ
1432 N 4TH ST
KINGSVILLE, TX 78363-3778
#10062

RUFINO SENDEJO III
722 E AVE B
KINGSVILLE, TX 78363
#10957

VICTOR RAMOS III
230 W D AVE
KINGSVILLE, TX 78363-3731
#21677

JOSEFA H CASTILLO
PO BOX 566
KINGSVILLE, TX 78364-0566
#19292

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, January 4, 2016 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

ITEM #1 - Nehemias Cantu, owner, requesting the rezone of WESTSIDE AC, LOT TR 9, ACRES 0.9753 also known as 211 W CORRAL from (R1) Single Family to (R3) Multi-Family.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday January 9th, 2016 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

ITEM #1 - Nehemias Cantu, owner, requesting the rezone of WESTSIDE AC, LOT TR 9, ACRES 0.9753 also known as 211 W CORRAL from (R1) Single Family to (R3) Multi-Family.

ITEM #2 - Andy Edwards, owner, requesting approval of a replat of the final plat of Caesar Place Addition Annex, Bring All of Lot One, Caesar Place Addition Annex, an addition to the town of Kingsville, Kleberg County Texas, and part of Farm Lot 3, Section 17, the Kleberg town and improvement company's subdivision to Kleberg County, Texas. 0.88 acres

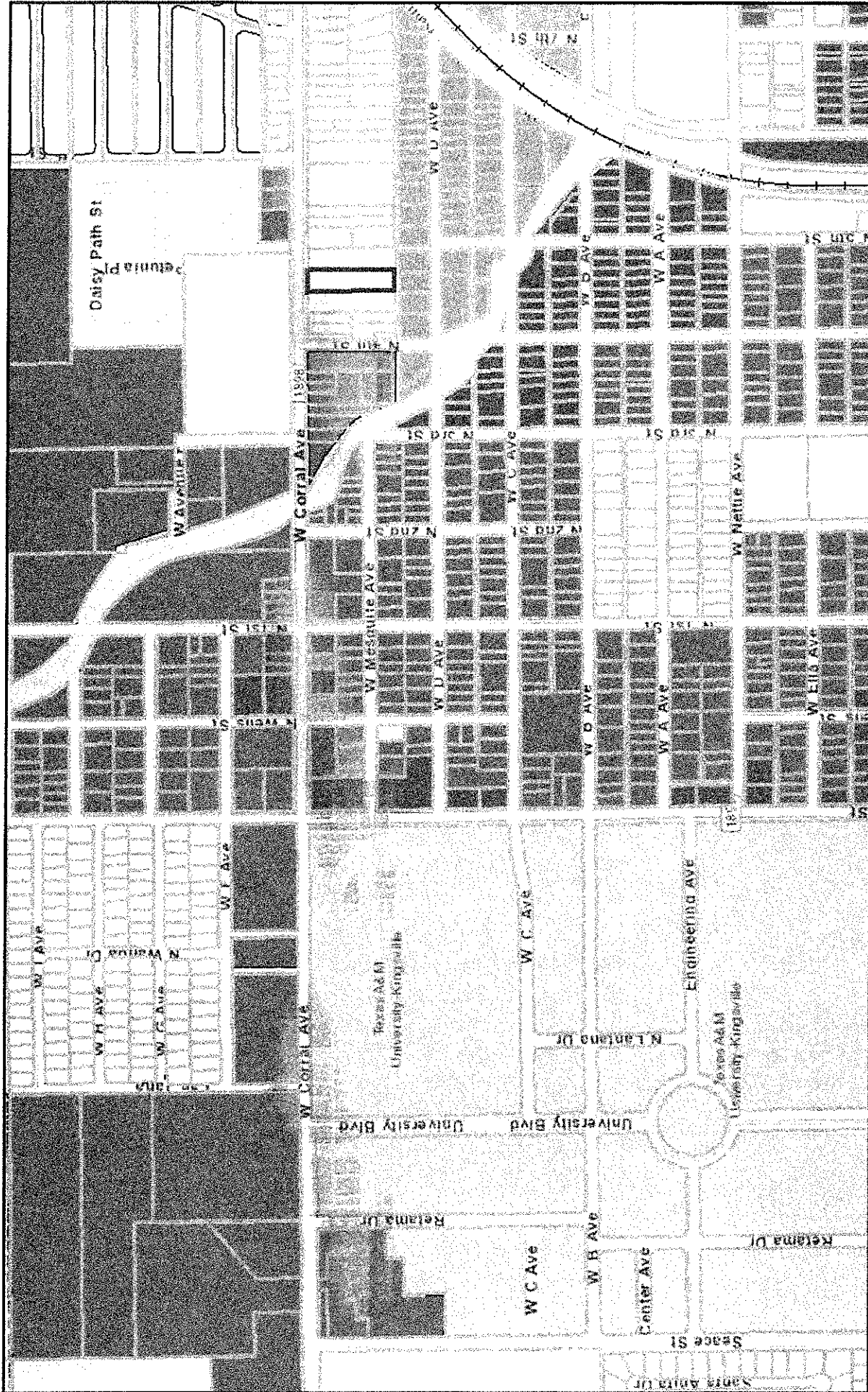
The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

Legend for Zoning Map

1. Property outlined in blue is project location. The address is 211 W. Corral. The zoning is R1.
2. The property in yellow on the south side of Corral next to the project location is zoned R1.
3. The property in the orange/brown to the west of the project location is zoned R2
4. The property in the red/pink is zoned C2.

Legend for Master Land Use Map

1. The project location is identified by the arrow to the spot. The hash marks on the lots designate neighborhood conservation.



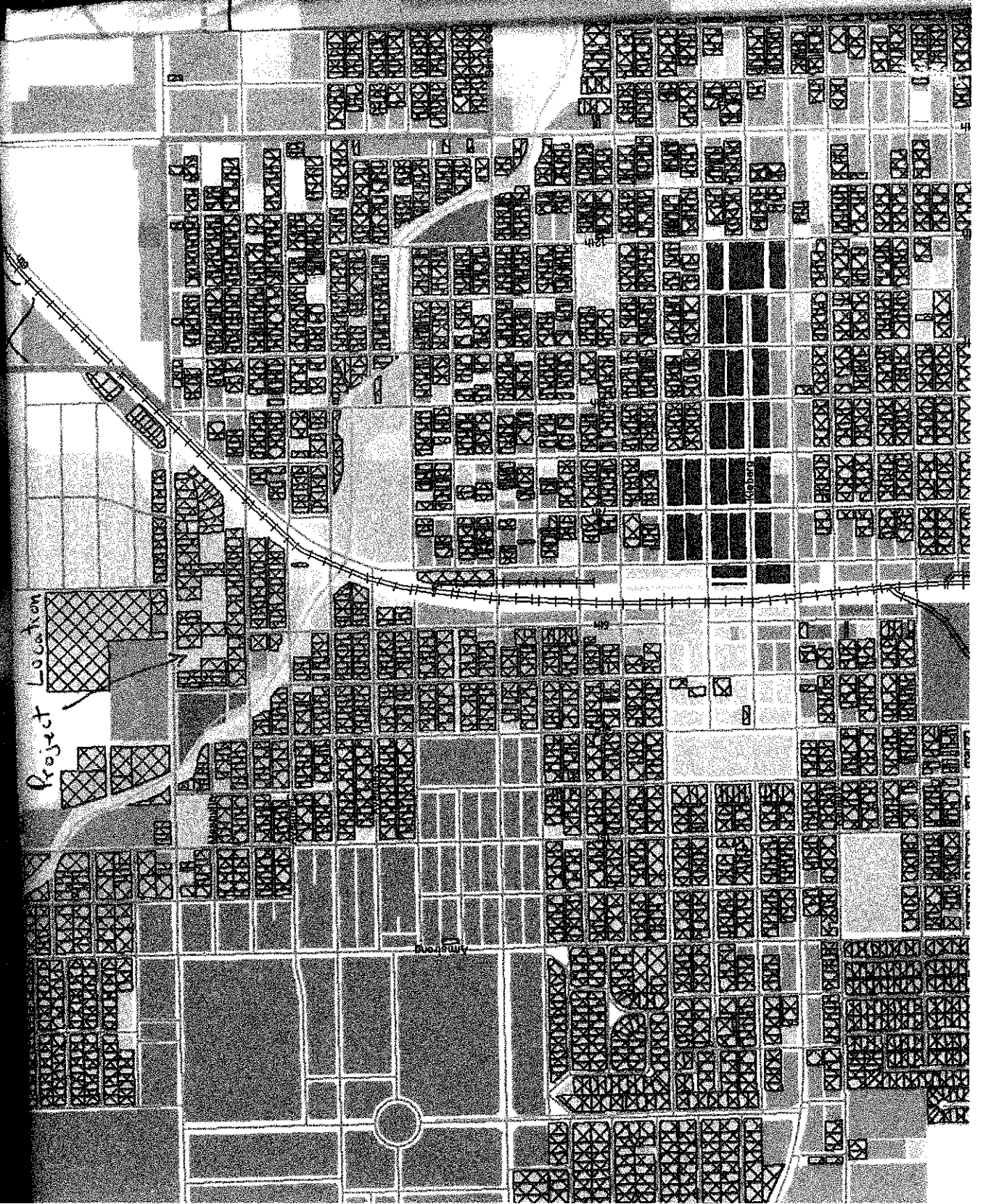
December 29, 2016

1:9,028

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),



Neighborhood Conservation – These are existing residential neighborhoods whose overall character would remain as is. Over time, individual home sites may redevelop in these areas, but the overall character including density, lot size, setbacks, landscaping and open space would remain generally the same. The purpose of this district is to establish standards consistent with those at the time of development so as not to create nonconforming situations.

Urban District – This district includes both the *University Urban* and *Downtown Urban* Districts. The intent of the University Urban district is to allow intensive development around the University to accommodate student living and services. This district was created to allow a blend of housing types within an urban context. The primary use is residential, but a certain amount of first floor retail would be permitted for live-work arrangements and convenience shopping and services. The development options within this district allow for three- and four-story, multi-family residential units with a density bonus for providing three-story units as this is the preferred development option within this area. Additionally, this district allows for retail on the first floor (up to 50 percent) and upper floor residential. A minimum site area would be required to develop or redevelop within the district, subject to standards to preserve the character of the district and to co-exist with adjacent uses. The minimum site area is typically one-half block for townhomes and one block for multi-family development. To encourage redevelopment, the minimum area may be reduced to one-quarter block (essentially three lots). It should be noted that the area within this district adjacent to the University is expected to transition over time. Reinvestment in this area may be initiated by individual land owners or, in some instances and under certain circumstances, may be assisted by the City or another public agency. The land use plan is for the purpose of guiding land use and infrastructure decisions and does not express any particular intent as to the timing of development or redevelopment nor the means by which such may occur.

The *Downtown Urban District* encompasses the immediate downtown area. This district would allow for a mix of uses including retail on the first floor and upper floor residential with a maximum density of 23.25 units per acre. A series of form (architecture detail) and design standards should also be put in place to preserve the historic and urban character. Standards should include zero front and side yard setbacks, a minimum building height, and requirements relating to building scale and massing, building exteriors, site lighting, and signs.

Suburban Commercial – This land use district is appropriate adjacent to and abutting residential neighborhoods and other areas of aesthetic value. Generally, the building scale is limited to no more than 15,000 square feet (a typical drug store) and 60,000 square feet per intersection, with “residential in appearance” design standards, i.e. roof style and material, lighting, signage, parking, landscape surface ratio, etc. The landscape surface area would be 45 percent. The minimum site area is commonly 10,000 square feet, with a larger site area required for three-story buildings.

Auto Urban Commercial – This is for the majority of the areas identified for commercial use, generally concentrated at intersections versus strip development along the major roads. The use of a higher landscape surface area, better landscaping, a build-to line (rather than a large front yard setback) and other signage and design standards would significantly enhance the appearance of these

ORDINANCE #2017-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO WESTSIDE AC, LOT TR 9, ACRES 0.9753 ALSO KNOWN AS 211 W. CORRAL AVE. FROM R1-SINGLE FAMILY TO R3-MULTI-FAMILY DISTRICT; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, January 4, 2017 during a meeting of the Planning and Zoning Commission, and on Monday, January 9, 2017 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning Commission by a 5-0 vote to APPROVE the requested rezone with no abstentions; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Westside AC, Lot TR 9, acres 0.9753 also known as 211 W. Corral Ave. from R1-Single Family to R3-Multi-Family District, as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

INTRODUCED on this the 9th day of January, 2017.

PASSED AND APPROVED on this the 23rd day of January, 2017.

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

AGENDA ITEM #7

City of Kingsville
Planning and Development Services

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director of Planning and Development Services

DATE: December 29, 2016

SUBJECT: Request to Replat the Final Plat of Caesar Place Addition Annex part of Farm Lot 3, Section 17 0.88 acres

Summary:

According to the ordinance a replat of a final plat goes to the City Commission for approval. The replat is due to a food establishment company wanting to buy some additional property so they could locate a business here in Kingsville.

Background:

The City Commission has approved the abandonment of an easement that was on this tract of land in the past month. The replat is to allow a purchase of some of the property by a food establishment company to build and operate a business. This is a replat because it doesn't add or detract from the number of lots just changes one of the internal lot lines.

Financial Impact:

The result of the replat would be a positive one for the City. It would add to the tax base, improve the appearance of this tract of land along 14th and provide additional jobs in the community. At this time there is no financial impact to the City.

Recommendation:

Again the result of the replat would be a positive economic development project for the City of Kingsville. I recommend that the replat be approved by the City Commission. Attached is a copy of the replat as done by the surveyor for the applicant. Per the ordinance letters are sent



City of Kingsville
Planning and Development Services

out to property owners within 200 feet. Herman Ohlenbusch who received a letter called and is likely to show up to look at the layout of the replat.



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

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1100 S. 14th ST Nearest Intersection CARLOS TOWAN & E. CAESAR

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: CAESAR PLACE ADDITION Annex 2 E. LOT 3 Sec 17 K-ET

Existing Zoning Designation C-2 Future Land Use Plan Designation COMMERCIAL

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent WILLIAM DOLO SURUBIA Phone (361) 547-9665 FAX SAM I-

Email Address (for project correspondence only): glenda.dolo@WILDBLUE.NET

Mailing Address 111 KNOWLE TRAIL City SANDIA State TX Zip 78387
SALE IN PROGRESS

Property Owner ALICE CHUCKED ELLIS Phone _____ FAX _____

Email Address (for project correspondence only): _____

Mailing Address P.O. Box 101443 City FORT WORTH State TX Zip 76185

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

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

Please provide a basic description of the proposed project:

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

Applicant's Signature [Signature] Date: 11-1-16

Property Owner's Signature _____ Date: _____

Accepted by: _____ Date: _____

1100 S 14th St



Legend

- 1100 S 14th St.
- 200 Ft. Buffer
- City Limits

Page 1/1	Drawn By: Engineering Department	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.		CITY OF KINGSVILLE ENGINEERING DEPARTMENT 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035
	Last Update: 12/14/2016			
	Note:			

LEE YOUNG HYU
5313 HIGH BANK DR.
CORPUS CHRISTI, TX 78413-6138
#10286

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

LEILA M SAMADI
700 S 14TH ST STE A
KINGSVILLE, TX 78363
#12835

HERMAN OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#11995

HERMAN OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#20527

CDO PROPERTIES
HERMAN OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#12801

CDO PROPERTIES
HERMAN OHLENBUSCH
926 S 14TH ST, STE 103
KINGSVILLE, TX 78363
#21266

LUCILLE TIJERINA TORRESS
1201 W CIRCLE DR
KINGSVILLE, TX 78363
#10944

HALEIGH RENTALS LLC
218 S 14TH ST
KINGSVILLE, TX 78363-5839
#19073

MARIA E CLEMMONS
1032 E CEASAR AVE
KINGSVILLE, TX 78363
#18959

GUADALUPE A FERNANDEZ
PO BOX 1795
KINGSVILLE, TX 78364-1795
#10458

BERNARD E BRYANT
1106 E CAESAR AVE
KINGSVILLE, TX 78363-6613
#18188

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, January 4, 2016 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

ITEM #1 - Nehemias Cantu, owner, requesting the rezone of WESTSIDE AC, LOT TR 9, ACRES 0.9753 also known as 211 W CORRAL from (R1) Single Family to (R3) Multi-Family.

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

PUBLIC HEARING NOTICE

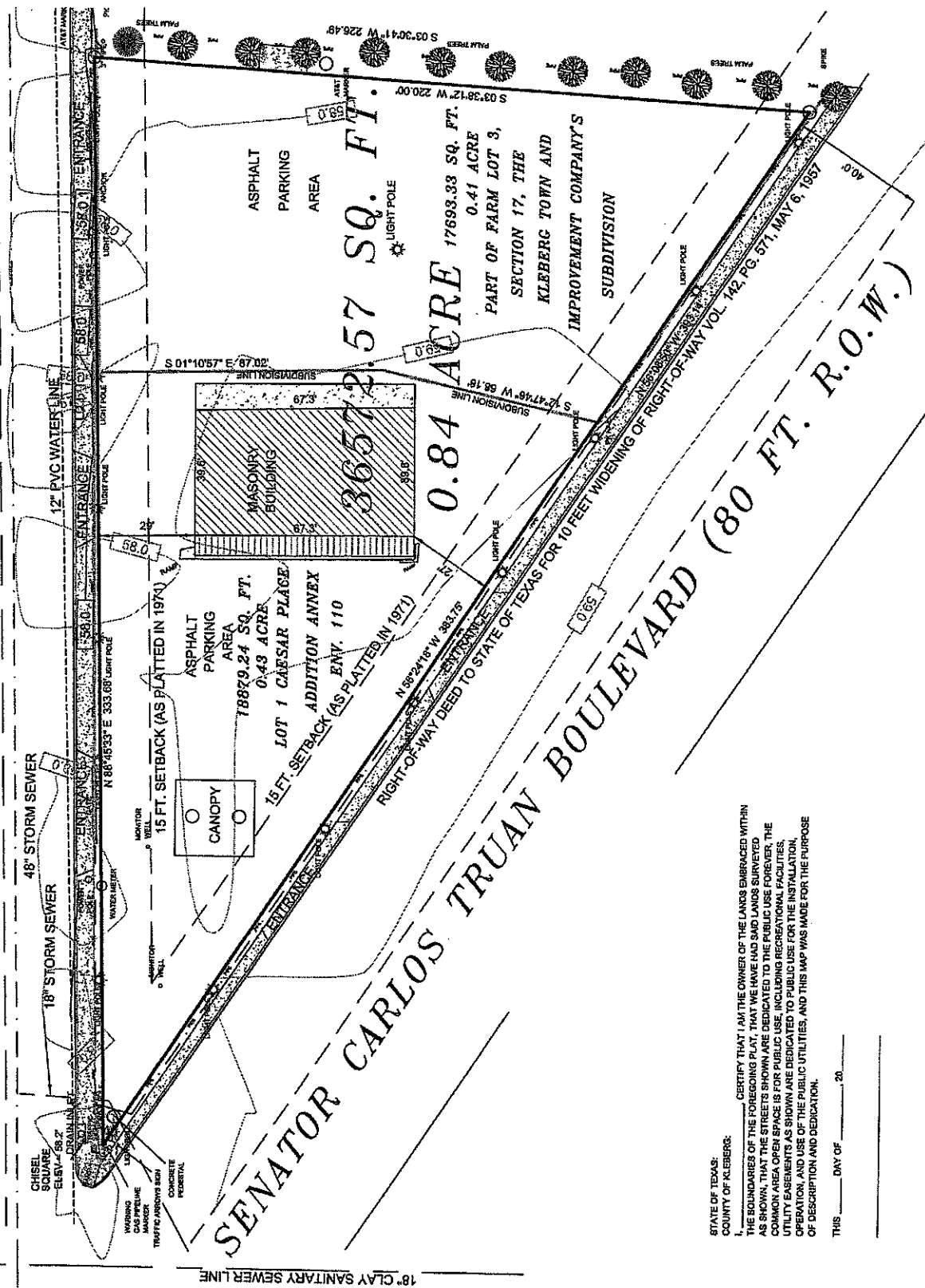
The City Commission of the City of Kingsville will hold a Public Hearing Monday January 9th, 2016 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

ITEM #1 - Nehemias Cantu, owner, requesting the rezone of WESTSIDE AC, LOT TR 9, ACRES 0.9753 also known as 211 W CORRAL from (R1) Single Family to (R3) Multi-Family.

ITEM #2 - Andy Edwards, owner, requesting approval of a replat of the final plat of Caesar Place Addition Annex, Bring All of Lot One, Caesar Place Addition Annex, an addition to the town of Kingsville, Kleberg County Texas, and part of Farm Lot 3, Section 17, the Kleberg town and improvement company's subdivision to Kleberg County, Texas. 0.88 acres

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

EAST CAESAR AVENUE (60 FT. R.O.W.)



STATE OF TEXAS
COUNTY OF KLEBERG:
I, _____, CERTIFY THAT I AM THE OWNER OF THE LANDS EMBRACED WITHIN THE BOUNDARIES OF THIS RECORDING PLAT, THAT WE HAVE HAD SAID LANDS SURVEYED AS SHOWN, THAT THE STREETS SHOWN ARE DEDICATED TO THE PUBLIC USE FOREVER, THE COMMON AREA OPEN SPACE IS FOR PUBLIC USE, INCLUDING RECREATIONAL FACILITIES, UTILITY EASEMENTS AS SHOWN ARE DEDICATED TO PUBLIC USE FOR THE INSTALLATION, OPERATION, AND USE OF THE PUBLIC UTILITIES, AND THIS MAP WAS MADE FOR THE PURPOSE OF DESCRIPTION AND DEDICATION.

THIS _____ DAY OF _____, 20____

STATE OF TEXAS

AGENDA ITEM #8

**City of Kingsville
Engineering/Public Works**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Sharam Santillan, Capital Improvements Manager

DATE: January 9, 2017

SUBJECT: Resolution authorizing the submission of a TxCDBG application to the Texas Department of Agriculture for the Community Development Fund.

Summary:

This item is to consider a resolution authorizing the submission of a Texas Community Development Block Grant application to the Texas Department of Agriculture for the Community Development Fund; and authorizing the Mayor to act as the executive officer and authorized representative in all matters pertaining to the participation in the Community Development Block Grant Program.

Background:

The City of Kingsville intends to apply for the TxCDBG under the Community Development Fund. The application will be for up to \$300,000 of grant funds to carry out sewer improvements in the City of Kingsville. The sewer improvements will be primarily focused on rehabilitating aged sewer manholes throughout the entire city.

Financial Impact:

To be determined.

Recommendation:

City staff recommends we move forward with authorizing the submission of the 2017-2018 TxCDBG Community Development Fund Application.



2017-18 Texas CDBG Application Cycle

Information for Public Hearing Citizen Participation

Kingsville, Texas

Community Development Block Grant (CDBG) Program

Citizen Participation Plan:

This Public hearing is to be held prior to a CDBG application at a public place after 5:00 p.m. on a weekday and advertised at least 72 hours in advance in the local newspaper to meet the Citizen Participation requirements for the CDBG program. Comments to be accepted for at least seven (7) days.

Official action will be taken by the governing body at a posted meeting with public comment allowed.

Notice of application and its availability for public review and comment at the local governing body offices to be advertised in the local newspaper at least five (5) days prior to the due date.

Eligible Uses of CDBG Funds: Water, sewer, drainage, other infrastructure facilities; disaster relief; planning activities; colonia assistance; economic development and job creation; housing rehabilitation or reconstruction; related engineering, acquisition, and administration activities. Most CDBG-assisted activities must primarily benefit households earning at or below 80% of the area median family income ("low and moderate income") or aid in the prevention of slum and blight.

Amount available in Coastal Bend Council of Governments: \$300,000 per applicant or \$500,000 per multi-jurisdictional application under the Community Development Fund and up to \$55,000 for Planning/Capacity Building applicants. Other fund category amounts vary. **Due date for CD and Planning/Capacity Building Fund is February 2017.** Other fund category due dates vary.

Past use of funds: water and sewer activities benefiting the City.

Affirmatively Furthering Fair Housing: The City will take steps to affirmatively further fair housing as part of its compliance with federal CDBG requirements. Those steps shall be determined during the project implementation process.

For more general information about CDBG please contact: City Administrator Jesus Garza.

RESOLUTION #2017-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE MAYOR TO ACT AS THE EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City of Kingsville desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist within the community which represent a potential risk to the public health and safety;

WHEREAS, it is necessary and in the best interests of the City of Kingsville to apply for funding under the 2017-2018 Texas Community Development Block Grant Program.

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That a Texas Community Development Block Grant application is hereby authorized to be filed with the Texas Department of Agriculture for funding consideration under the Community Development Fund;
- Section 2. That the City's application be placed into competition for funding under the Community Development Fund.
- Section 3. That the application be for up to \$300,000 of grant funds to carry out sewer improvements in the City of Kingsville;
- Section 4. That all funds be used in accordance with all applicable federal, state, local, and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements
- Section 5. That minimum matching funds in the amount of \$60,000 in cash are committed by the City of Kingsville from the general fund toward the application activities; and
- Section 6. That the Mayor is designated as the Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and participation in the Texas Community Development Block Grant Program.

PASSED AND APPROVED ON THIS THE 9th DAY OF January, 2017.

ATTEST:

Mayor: Sam R. Fugate

City Secretary: Mary Valenzuela

City Attorney: Courtney Alvarez

AGENDA ITEM #9

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

TO: Mayor and City Commissioners

FROM: Jesus A. Garza, City Manager

DATE: January 6, 2017

SUBJECT: Amendment to Increase Annual Charitable Solicitations

Summary:

The City of Kingsville has an ordinance that regulates Charitable Solicitations and limits them to one per year per organization. This amendment would increase the limit from one per year to two per year.

Background:

This particular ordinance was last amended in 2010. In the last several years there has been interest from organizations to have the opportunity to do charitable solicitations more than once per year, which is what the ordinance currently allows. In consultation with Planning and Police Department staff, a change to allow organizations to solicit twice per year is acceptable.

Financial Impact:

None

Recommendation:

Staff recommends approval of this amendment to Charitable Solicitation.



ORDINANCE #2017-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XI- BUSINESS REGULATIONS, ARTICLE 14-VENDOR SOLICITATIONS, SECTION 16-CHARITABLE SOLICITATION, PROVIDING FOR MODIFICATION OF THE NUMBER OF TIMES IN A YEAR THAT CHARITABLE SOLICITATIONS CAN BE DONE IN THE STREETS OR RIGHT OF WAYS; PROVIDING FOR PUBLICATION AND THE REPEAL OF CONFLICTING ORDINANCES.

WHEREAS, this Ordinance has not been amended since September 2010 and a change is deemed reasonable and

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

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

I.

THAT Section 11-14-16 of Article 14: Vendor Solicitations of Chapter XI, Business Regulations of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...
§11-14-16 CHARITABLE SOLICITATION.

...

(C) In order to solicit contributions while standing in a public street or highway, a charitable organization must comply with the following requirements:

(1) Not less than 30 days prior to the date desired for soliciting, submit a complete application to the Chief of Police or designee for a charitable solicitation permit. The police department shall prescribe a form for this purpose. The form shall require the charitable organization to provide its full name, a point of contact for the organization (meaning the name and phone number of the individual seeking the permit for the organization), the desired date(s) and specific location(s) (which must be an intersection equipped with a traffic control signal light) for soliciting, the name, address, phone number and age of each individual who may solicit contributions on behalf of the organization, and an agreement by the organization indemnifying the city and holding the city harmless from any and all claims, suits, demands, damages, and attorney fees arising out of or related to

the acts or omissions of persons soliciting for the organization. The form may require further information that is reasonably necessary to the direct enforcement of this section and the purposes of this article.

(2) At the time of submitting a completed application, the organization shall also submit the following, and failure to do so renders the application incomplete:

(a) The application fee is \$25.00. This fee will be used to defray the city's costs of processing the application and compliance monitoring on the street. This fee is nonrefundable, unless the permit is denied.

(b) Written proof of liability insurance in the amount of at least \$500,000.00 per occurrence. The insurance must not have a deductible in excess of \$250.00 per occurrence. The policy must include the city as an additional insured and must specify that the insurance is primary over any insurance carried by the city. The insurance policy must be issued by a company authorized by the State Department of Insurance to do business in Texas, and have an effective date that covers the proposed date(s) of soliciting.

(c) Written proof that the organization is a charitable organization, along with a copy of the organization's charter (or if a foreign organization, then a copy of its certificate of authority to do business in Texas).

(3) No more than two ~~one~~ permits per calendar year may be issued to an organization. For purposes of this subsection, local chapters of a state, national or international organization are deemed separate organizations, but committees or other subdivisions of an organization are not so deemed.

(4) Street soliciting under a permit shall be authorized for no more than three calendar days, and shall be limited to the period of 9:00 a.m. and one hour prior to sunset, at the approved location(s) specified in the application.

(5) A solicitation permit shall be issued only for soliciting within 100 feet of an intersection equipped with a traffic control signal light.

...

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, work or ordinance hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this 9th day of January, 2017.

PASSED AND APPROVED on this the ____ day of January, 2017.

Effective Date: _____, 2017

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #10

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Susan Ivy, Parks Manager

DATE: December 19, 2016

SUBJECT: Agenda Request – Receipt of \$1,200.00 Donation from La Posada de Kingsville for Children's Day Event

Summary:

The Parks & Recreation Department would like City Commission approval to receive a \$1,200.00 donation from La Posada de Kingsville to be used to offset expenses for the La Posada de Kingsville Children's Day hosted by Kingsville Parks & Recreation Department, Spohn Kleberg Memorial Hospital, and La Posada de Kingsville. This year the event was held on December 10th 2016 at the Downtown Pavilion and was attended by approximately 200 kids with their parents.

Background:

The La Posada de Kingsville Children's Day event has been hosted by the three entities mentioned in the Summary section for many years. It has always been a community event, free to all children, providing games, refreshments, crafts, inflatables, pony rides and a visit from Santa. Funding for the event has been a cooperative effort between the Parks Department, La Posada de Kingsville, Spohn Kleberg Memorial Hospital Employees and sponsorships from the community.

Financial Impact:

This donation will offset expenses incurred by the Parks Department for this event in the amount of \$1,200.00.

Recommendation:

We ask that City Commission authorizes the receipt of this donation in the amount of \$1,200.00 from La Posada de Kingsville and the Budget Amendment to record it into the Park Budget.



AGENDA ITEM #11

City of Kingsville
Parks & Recreation Department

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Susan Ivy, Parks Manager

DATE: December 19, 2016

SUBJECT: Agenda Request – Receipt of \$1,200.00 Donation from La Posada de Kingsville for Children's Day Event

Summary:

The Parks & Recreation Department would like City Commission approval to receive a \$1,200.00 donation from La Posada de Kingsville to be used to offset expenses for the La Posada de Kingsville Children's Day hosted by Kingsville Parks & Recreation Department, Spohn Kleberg Memorial Hospital, and La Posada de Kingsville. This year the event was held on December 10th 2016 at the Downtown Pavilion and was attended by approximately 200 kids with their parents.

Background:

The La Posada de Kingsville Children's Day event has been hosted by the three entities mentioned in the Summary section for many years. It has always been a community event, free to all children, providing games, refreshments, crafts, inflatables, pony rides and a visit from Santa. Funding for the event has been a cooperative effort between the Parks Department, La Posada de Kingsville, Spohn Kleberg Memorial Hospital Employees and sponsorships from the community.

Financial Impact:

This donation will offset expenses incurred by the Parks Department for this event in the amount of \$1,200.00.

Recommendation:

We ask that City Commission authorizes the receipt of this donation in the amount of \$1,200.00 from La Posada de Kingsville and the Budget Amendment to record it into the Park Budget.



ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO ACCEPT AND EXPEND A DONATION TO THE PARKS DEPARTMENT FROM LA POSADA DE KINGSVILLE FOUNDATION.

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 2016-2017 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 General Fund					
Revenue					
4-4503	Parks & Recreation	Park Donations	58003	\$1,200	
				<u>\$1,200</u>	
Expenses					
5-4503	Parks & Recreation	Recreational Programs	31499	\$1,200	
				<u>\$1,200</u>	

[To amend the City of Kingsville FY 16-17 Budget to accept and expend a donation to the Parks Department from La Posada de Kingsville to be used to offset expenses for the La Posada de Kingsville Children's Day as per the attached memo from the Parks Manager.]

II.

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

III.

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

phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 9th day of January, 2017.

PASSED AND APPROVED on this the ___ day of _____, 2017.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #12

CITY OF KINGSVILLE



FINANCE MEMORANDUM

TO: JESUS A GARZA, CITY MANAGER
FROM: KYLE BENSON, IT MANAGER
DATE: DECEMBER 28, 2016
SUBJECT: IT BUDGET AMENDMENT

Background: In the process of analyzing the network, several issues were discovered involving network infrastructure which demanded immediate attention in order to avoid work stoppages for City employees. Additionally, due to forced obsolescence, the city's time keeping software required an upgrade to continue working. Due to the unforeseen and rapidly developing nature of these items, they were not considered in the budget creation process.

Shoretel Phone System-Community Appearance-GF	\$4,558.95
Network Equipment Relocate & Repair-Community Appearance-GF	\$5,540.00
Autodesk License & 2 Workstations-Engineering-GF & UF	\$12,102.08
Additional Cost for Dedicated Fiber Run from Municipal Building to New City Hall-GF & UF	\$3,600.00
Cable Repair-Wastewater North Plant-UF	\$3,000.00
Data Infrastructure Improvement-Public Works-UF	\$500.00
TimeClockPlus Upgrade-UF	\$11,560.12
	\$40,861.15

In order to act as quickly as possible, IT expended the necessary funds from 001-5-1902-22600. Since this line item provides funds for the purchase of computers and associated equipment for City employees it is necessary to replenish the funds.

Financial Impact: 001-5-1902-22600 Computers and Equipment will increase by \$40,861.15. \$11,351.04 will be transferred from Utility Fund Balance to 001-5-1902-22600 and \$29,510.11 will be transferred from General Fund Balance to 001-5-1902-22600.

Recommendation: Replenishment of the budget for computers and associated equipment is necessary for completion of required computer refresh activities during the remaining duration of the budget year.

ORDINANCE NO. 2017- _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO INCLUDE UNFORSEEN NETWORK AND IT PROJECTS.

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 2016-2017 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001-General Fund					
Equity					
2-	Non-Dept	Unassigned Fund Balance	61002		\$ 29,510
Revenues					\$ 29,510
4-0000	Non-Dept	Transfer From Fund 051	75010	\$ 11,351	
				\$ 11,351	
Expenses					
5-1902	Technology Services	Computers & Associated Equipment	22600	\$ 40,861	
				\$ 40,861	
Fund 051-Utility Fund					
Equity					
2-	Non-Dept	Unrestricted Fund Balance	61004		\$ 11,351
Expenses					\$ 11,351
5-6900	Fund Trsfrs	Transfer To Fund 001	80001	\$ 11,351	
				\$ 11,351	

[To amend the City of Kingsville FY 16-17 Budget to include unforeseen network and IT projects as per the attached memo from the IT Manager.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 9th day of January, 2017.

PASSED AND APPROVED on this the __ day of _____, 2017.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #13



Date: December 16, 2016

To: City Commission via City Manager Jesus Garza

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

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

Re: The Space Coast Birding & Wildlife Festival – Out of State Travel

Summary:

The director of Tourism Services is requesting approval to travel to the state of Florida on Tuesday, January 24, 2017 and returning on Sunday, January 29th for participation in The Space Coast Birding & Wildlife Festival. The Tourism department will be partnering with the King Ranch as exhibitors in the main festival center. Tom Langschied who is the nature tour coordinator for the Ranch and myself will be attending to the Kingsville/King Ranch exhibit. The location of the festival is at Eastern Florida State College – Titusville campus.

Background:

The Space Coast Birding and Wildlife Festival is in its 20th season and it will have an assortment of program activities and with the King Ranch having an array of migratory bird species, Tom Langschied has been asked to serve at the festival as a guide while I will be attending to the exhibit.

Other festivals that the Tourism department partner in with the King Ranch includes the Rio Grande Valley Birding Festival in Harlingen, the Coastal Bend Travel Fair, the Hummingbird Celebration in Rockport/Fulton and the Texas Coastal Bend Regional Tourism Council meets.

Financial Impact:

We are estimating approximately \$1,500 in travel expenses. These monies will cover airfare, lodging, meals, exhibit registration costs and transportation.





☎ 321-268-5224

✉ Email Us (<http://www.brevardnaturealliance.org/contact.php>)

(/index.php)

THE SPACE COAST BIRDING & WILDLIFE FESTIVAL

❶ The Space Coast Birding & Wildlife Festival is located at Eastern Florida State College - Titusville Campus, 1311 N. US 1. Registration desk, seminars, workshops, field trip staging, exhibits and food service can be found there January 25 - 30, 2017. Click here for map and more information. ([maps.php](#))

Festival Information

Questions? Call or email Barbara Hoelscher: 321-268-5888 - barb@brevardnaturealliance.org (<mailto:barb@brevardnaturealliance.org>)

The office is staffed from 9:00am to 4:00pm Monday through Friday. Office functions will move to Eastern Florida State College - Titusville campus (1311 North US 1, Titusville, FL 32796) on Jan. 24, 2017 to facilitate the set-up of the Exhibit Center. Telephone numbers and email address remain the same for contact during the Festival.

The Festival Registration Desk is located in the Lobby of the Gymnasium and will be open each day to facilitate early Field Trips.

† Children must be accompanied by an adult at all times.



Birding Festival Headquarter Hotel

The Quality Inn Kennedy Space Center Hotel (<http://www.spacecoasthotel.com/>) in Titusville has been named the official host of the Brevard Nature Alliance's Annual Birding and Wildlife Festival for 2017.

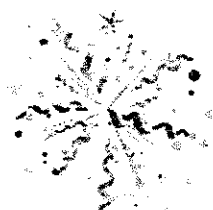
❶ There are also a number of other great lodgings ([lodging.php](#)), some with special rates for birders. Find out more ([lodging.php](#)) and make sure you book early.

Past, Present & Future

The 20th Space Coast Birding and Wildlife Festival is shaping up to be quite an outstanding and exciting affair! This year's event will focus on two things – celebrating 20 years of hosting one of the premier birding festivals in the country, and highlighting one of the most diverse estuaries in North America – the Indian River Lagoon.

[read more...](#)

Space Coast Birding and Wildlife Festival Celebrates 20th Year



The Space Coast Birding and Wildlife Festival (SCBWF) will soon mark its 20th Anniversary with an extraordinary program of activities. Presented by Swarovski Optik and the Brevard Nature Alliance, this exciting event takes place January 25 - 30, 2017 at the Titusville Campus of Eastern Florida State College. **Sunday event is open to anyone who is either paying the \$25**

special price which includes the one day registration and a ticket for John Moran, OR anyone that has paid the full festival registration and a ticket to John Moran. [Learn more... \(birthday.php\)](#)

New this Year for 2017

Saturday Night Live Festival Street Party - relax and unwind in the quaint atmosphere of Titusville's Downtown Historic District and **Travel & Adventure Sunday**. We're finalizing plans and will post here when they're ready.



Festival Downloads

AGENDA ITEM #14

City of Kingsville Fire Department

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Adrian Garcia, Fire Chief / EMC

DATE: January 9th, 2017

SUBJECT: Hurricane Preparedness for Decision Makers Course – Out of State Travel

Summary:

The Kingsville Office of Emergency Management is requesting approval to send one (1) Emergency Management personnel out of state to attend a Hurricane Preparedness for Decision Makers Course at the National Hurricane Center in Miami, FL on February 13-17, 2017.

Background:

The Hurricane Preparedness for Decision Makers Course is an Emergency Management Institute (EMI) & Federal Emergency Management Agency (FEMA) sponsored course, which provides comprehensive instruction on how to plan for and execute protective measures during hurricane events, specifically evacuations. In addition, participants will be familiarized with surge modeling, available forecast products, and receive hands-on training on the use of decision support hurricane software.

Lastly, students will participate in a hurricane table top exercise offering an opportunity to utilize and apply tools and techniques obtained during the course.

Financial Impact:

The EMI & FEMA sponsored program covers all associated course costs to include: airfare, luggage fees, rental car, and course registration, which will be reimbursed at the conclusion of the course. The only cost not covered will be participant's meals, which are estimating approximately \$400.00 for the entire trip with funds available within the Travel and Training account (001-5-220-0-316.00).

Recommendation:

The following out of state travel is in support of goals set by the Kingsville Office of Emergency Management (OEM) to insure the development and implementation of effective emergency management plans, specifically hurricane related plans. Our recommendation is that the Commission approve the out of state travel for (1) emergency management personnel to attend the course.



AGENDA ITEM #15

AGENDA ITEM #16

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

TO: Mayor and City Commissioners

FROM: Jesus A. Garza

DATE: January 6, 2017

SUBJECT: Authorization to Sell City Owned Building

Summary:

This item authorizes staff to sell the City owned building located at 2211 South Brahma Blvd. to Alpha Lake, Ltd. for a total purchase price of \$60,000.

Background:

The City first purchased this building in 1999 for purposes of partnering with Calling Solutions for a Call Center. It served that purpose for several years with multiple companies until it eventually became permanently vacant in 2010. The City originally partnered with the State of Texas through the Texas Capital Fund for a zero interest loan of \$850,000 for the building. The City continues to pay roughly \$3,000 per month on this loan for an annual expense of nearly \$36,000 which is paid for from the General Fund.

After years of being unoccupied the City entered into an agreement in July 2014 with TAMUK for purposes of establishing an Eagle Ford Center for Research, Education & Outreach (EFCREO). In the Spring of 2016 the City of Kingsville began expanding its Economic Development efforts and when the storms hit our City in May 2016 that caused significant damage to the building, staff reevaluated and recommended ending the lease agreement with TAMUK to pursue future retail options for this space, especially with the announcement of Hobby Lobby moving into Southgate Mall.

Staff then recommended selling the building via a Broker at a list price of \$180,000 in an as is condition. Meaning the City would not spend significant funds for the improvements of the space. By law the building must be listed for a minimum of 30 days which expired on January 3, 2017. In that time we received an offer of \$180,000 with a request for the City spend \$120,000 on improvements due to the significant amount of work needed to fix the building from storm damage and also improvements needed done by future ownership not associated with the storm



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

such as leveling the floor to make it suitable for retail use. Upon review of the offer, to save time and energy from City staff, the City countered with an offer of \$60,000 and it has been accepted.

After exploring the options of the pros and cons staff determined the pros far outweigh the cons. While the biggest con is not selling at the listed price all the pros include:

- Save staff time on overseeing improvements to the building
- Paying off note (Annual Savings of \$36,000)
- Placing the building back on the property tax rolls (Revenue)
- Possible Retail use (Job Creation and Sales Tax Revenue)
- Transfer to CO 2016 Series to assist paying for Economic & Planning Development Center (Cottage Building).
- Additional funds for future Economic & Planning Development needs

Financial Impact:

Revenues

Insurance Funds due to May Storm	\$475,000
Final Purchase Price	\$60,000
<i>Total Revenue</i>	<i>\$535,000</i>

Allocation Breakdown*

Transfer to CO 2016 Series for Cottage	\$300,000
Pay Off Note	\$175,000
Improvements/Fees	\$20,000
Future Planning & Eco. Dev. Efforts	\$40,000

*Allocations are rounded and not exact figures for easier presentation. Exact Budget Amendments will be forthcoming to City Commission once money is received.

Recommendation:

Staff recommends approval of this authorization as selling the building at \$60,000 as all original financial goals are met and additional funds help us be prepared for future Economic & Planning Development needs.



RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE SALE OF THE CITY'S BUILDING LOCATED AT 2211 SOUTH BRAHMA BOULEVARD, KINGSVILLE, TEXAS.

WHEREAS, the City of Kingsville is a home-rule municipality and owns a building located at 2211 South Brahma Blvd., Kingsville, Texas;

WHEREAS, the City purchased the building via a 20-year Texas Capital Fund (TCF) loan in 2000 for economic development purposes to use as a call center location for a new business that was coming to town;

WHEREAS, the City has successfully closed out its TCF contractual requirements but still has several years to go before paying back the loan to the State;

WHEREAS, the City has twice leased the property out to businesses and has most recently (in July 2014) leased the property out to an institution of higher education, but the building is currently unoccupied due to significant damage from the May 31, 2016 storm event;

WHEREAS, the City Commission of the City of Kingsville on August 22, 2016 via Resolution #2016-58 found it in the best interest of the citizens of Kingsville that the property and structures located at 2211 South Brahma Blvd., Kingsville, Texas be placed for sale via a broker as authorized by the Texas Local Government Code Section 253.014;

based in part on an improved economic forecast and the location in early 2017 of a Hobby Lobby in the same mall where the City property is located which should improve the opportunities for sale of the building;

WHEREAS, the City previously approved Resolution #2016-92 on November 28, 2016 authorizing the City Manager to enter into a Commercial Real Estate Listing Agreement with the exclusive right to sell with a local broker in order to list the property through a multiple-listing service pursuant to state law;

WHEREAS, the property was listed by the real estate broker on a multiple-listing service for at least 30 days, starting on December 2, 2016;

WHEREAS, an offer has been received by the broker using the multiple-listing service from a ready, willing, and able buyer who submitted the highest cash offer;

WHEREAS, the City Manager now needs authority from the City Commission to execute a contract for the purchase of this real property and to take actions necessary to sell the identified property; and

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

I.

THAT the City Commission of the City of Kingsville authorizes and directs the City Manager as an act of the City of Kingsville, Texas to take actions necessary to sell in compliance with the Texas Local Government Code the City's real property located at 2211 South Brahma Blvd., Kingsville, Texas.

II.

THAT should the sale proceeds be less than the Texas Capital Fund note payoff for the building, then the insurance money received for the building shall be used to pay off any remaining balance on the note.

III.

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

IV.

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

PASSED AND APPROVED by a majority vote of the City Commission the 9th day of January, 2017.

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2018

- 1. PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Kingsville

by Jesus Garza, City Manager

Address: P.O. Box 1458, Kingsville, Texas 78363

Phone: (361)595-8002

E-mail: _____

Fax: _____

Other: _____

Buyer: Alpha Lake, Ltd.

by John C. Culpepper, III

Address: 1700 George Bush Drive, College Station, Texas 77840

Phone: (979)896-1444

E-mail: _____

Fax: _____

Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in Kleberg County, Texas at
2211 S. Brahma Blvd.
 (address) and that is legally described on the attached Exhibit Lot TR PT G, Kingsville 25 AC LTD or as follows:

B. Seller will sell and convey the Property together with:

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

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)

- 3. SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

- A. Cash portion payable by Buyer at closing \$ 60,000.00
- B. Sum of all financing described in Paragraph 4 \$ _____
- C. Sales price (sum of 3A and 3B) \$ 60,000.00

(TAR-1801) 1-1-16

Initialed for Identification by Seller _____ and Buyer JCC

Page 1 of 14

Coldwell Bankers HomeTeam Properties, Inc., 515 E. King Kingsville, TX 78363

Phone: (361)822-2500

Fax: 361-592-2980

Alpha Lake, Ltd

Karen Wright

Procured with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.**4. FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- ☐ A. **Third Party Financing:** One or more third party loans in the total amount of \$ _____. This contract:
- ☐ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- ☐ B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- ☐ C. **Seller Financing:** The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$5,000.00 as earnest money with Kleberg County Title Co. (title company) at 216 E. Kleberg (address) _____ (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) _____.
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:**A. Title Policy:**

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☒ (a) will not be amended or deleted from the title policy.
- ☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.
- (3) Within 14 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.**B. Survey:** Within 21 days after the effective date:

- ☒ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller _____ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- ☐ (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- ☒ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 5 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.**7. PROPERTY CONDITION:**

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

B. Feasibility Period: Buyer may terminate this contract for any reason within n/a days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

☐ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ _____ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.

- ☐ (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- ☐ (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☐ (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- ☐ (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- ☐ (g) copies of all current warranties and guaranties relating to all or part of the Property;
- ☐ (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- ☐ (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- ☒ (j) a copy of the "as-built" plans and specifications and plat of the Property;
- ☐ (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- ☐ (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- ☒ (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- ☐ (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- ☐ (p) _____

(2) **Return of Property Information:** If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- ☐ (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. **Contracts Affecting Operations:** Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.

- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within n/a days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Coldwell Banker Homestead
Properties Inc
 Agent: Ricki Cunningham / Karen Wright
 Address: 515 E. King
Kingsville, TX 78363
 Phone & Fax: (361)592-4343
 E-mail: karen.wright@coldwellbanker.com
 License No.: 246828

Cooperating Broker: _____

 Agent: _____
 Address: _____

 Phone & Fax: _____
 E-mail: _____
 License No.: _____

Principal Broker: (Check only one box.)

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. **Fees:** (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☒ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☐ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
☐ _____ % of the sales price.
☐ _____

Cooperating Broker a total cash fee of:
☐ _____ % of the sales price.
☐ _____

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) ☐ _____ days after the expiration of the feasibility period.

☒ January 25, 2017 (specific date).

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
- (3) an assignment of all leases to or on the Property;
- (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
- (5) a rent roll current on the day of the closing certified by Seller as true and correct;
- (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
- (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

- E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

- 11. POSSESSION:** Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
- 12. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*
Buyer may elect to not get a survey.

Principal buyer is a licensed Texas Real Estate Broker.

13. SALES EXPENSES:

- A. Seller's Expenses:** Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed and any bill of sale;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses:** Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation fees of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee; and
 - (6) other expenses that Buyer will pay under other provisions of this contract.

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.**14. PRORATIONS:****A. Prorations:**

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)

☒ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.

- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.**19. MATERIAL FACTS:** To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☒ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☐ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any material physical defects in the improvements on the Property; or
 - (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Condominium Addendum (TAR-1930);
 - ☐ (3) Commercial Contract Financing Addendum (TAR-1931);
 - ☒ (4) Commercial Property Condition Statement (TAR-1408);
 - ☐ (5) Commercial Contract Addendum for Special Provisions (TAR-1940);

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.

- ☐ (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
- ☐ (7) Notice to Purchaser of Real Property in a Water District (MUD);
- ☐ (8) Addendum for Coastal Area Property (TAR-1915);
- ☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- ☒ (10) Information About Brokerage Services (TAR-2501); and
- ☐ (11) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.

determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: City of Kingsville

Buyer: Alpha Lake, Ltd.

by Jesus Garza, City Manager

by John C. Culpepper, III

By: _____
 By (signature): _____
 Printed Name: Jesus Garza
 Title: City Manager

By: John C
 By (signature): Culpepper, III
 Printed Name: John C. Culpepper, III
 Title: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

Commercial Contract - Improved Property concerning 2211 S. Brahma Blvd.**AGREEMENT BETWEEN BROKERS***(use only if Paragraph 9B(1) is effective)*

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: Coldwell Banker Homestead Properties Inc

Cooperating Broker: _____

By: _____
 Karen Wright

By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: _____

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: Kleberg County Title Co.Address: 216 E. Kleberg

By: _____

Kingsville, TX 78363Phone & Fax: (361)592-4334

Assigned file number (GF#): _____

E-mail: _____

COLDWELL BANKER HOMESTEAD PROPERTIES INC.

Sellers' ESTIMATED closing costs

for a

Buyer loan type: Cash

Address: 717 S. 6th

Date: 01/05/2016

Items:	Costs:	Sale Price:	\$60,000
Warranty Deed	\$150.00		
Release	\$125.00		
Deed of Trust	\$0.00 (VA only)		
Recording Fee	\$38.00		
Escrow Fee	\$400.00		
Tax Certificate	\$10.00		
Overnight Delivery	\$0.00 (VA only)		
 Title Policy	 \$593.00		
 Property taxes	 \$0.00 (Through month of closing)		
Residential Service Agmt	\$0.00		
Repairs	\$0.00		
Buyer non allowables	\$0.00		
Buyer closing costs	\$0.00		
 Monthly payment	 \$0.00		
 Other costs	 \$0.00		
 Brokers Commission	 \$1,200.00		
 Estimated total	 \$2,516.00		
 Sale Price	 \$60,000.00		
 Owe mortgage	 \$0.00		
 Estimated Net	 \$57,484.00		