

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, FEBRUARY 13, 2017 REGULAR MEETING

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

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – January 23, 2017

APPROVED BY:


Jesús A. Garza
City Manager

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

1. Public hearing for an alcohol variance for a Beer and Wine Retailer's Off-Premise Permit for an establishment known as Spice Station Food Mart, located at 606 E. King, Ave., Kingsville, Texas. (Director of Planning and Development Services).
2. Public hearing regarding an ordinance for a special use permit for the installation of a wireless telecommunications pole at Ronning 1, Block 1, Lot 24, 25 also known as 1018 E. King Avenue, for Mobilitie LLC. (Director of Planning and Development Services).
3. Public hearing for a replat of Lots 12-16, Block 1, Christesen Addition, also known as 427 N. 15th Street, for agent William Dove and Associates. (Director of Planning and Development Services).

III. Reports from Commission & Staff.²

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Presentation by Texas A&M University-Kingsville on the old Wilson building in downtown Kingsville. (City Manager).
2. Consider an alcohol variance for a Beer and Wine Retailer's Off-Premise Permit for an establishment known as Spice Station Food Mart located at 606 E. King Ave., Kingsville, Texas. (Director of Planning & Development Services).
3. Consider introduction of an ordinance granting a special use permit to install a wireless telecommunications pole for Mobilitie LLC at Ronning 1, Block 1, Lot 24, 25 also known as 1018 E. King Avenue. (Director of Planning & Development Services).
4. Consider a replat of Lots 12-16, Block 1, Christesen Addition, also known as 427 N. 15th Street, for agent William Dove and Associates. (Director of Planning and Development Services).
5. Consider a resolution authorizing the City to submit an application to the FEMA Assistance to Firefighters Grant requesting grant funding for a fire engine on behalf of the Kingsville Fire Department with an anticipated \$36,272 cash match. (Fire Chief).
6. Consider a resolution authorizing the Mayor to enter into a Service Agreement between the City of Kingsville and Payment Services Network, Inc. to collect payments from customers. (Director of Finance).

7. Consider a resolution authorizing the City Manager to enter into a Collection Services Agreement between the City of Kingsville and Southwest Recovery Services, Inc. for collection on delinquent accounts. (Director of Finance).
8. Consider introduction of an ordinance amending the Fiscal Year 2016-2017 budget to include insurance proceeds from the supplemental insurance claim for the May 31, 2016 storm event. (Director of Finance).
9. Consider introduction of an ordinance amending the Fiscal Year 2016-2017 budget to include Police Department equipment purchases, upgrades and repairs out of Ch. 59 State Seizure Funds. (Director of Finance).
10. Consider awarding contract for bid #17-10 for the Texas Community Development Block Grant (CDBG) for downtown improvements, as per staff recommendation. (Director of Purchasing).
11. Consider authorizing a non-exclusive office supply contract with Gateway Printing and Office Supply via Buyboard, as per staff recommendation. (Director of Purchasing).
12. Consider authorizing a non-exclusive law enforcement supplies and equipment contract with GT Distributors via Buyboard and/or GSA, as per staff recommendation. (Director of Purchasing).
13. Consider authorizing a non-exclusive IT equipment and supplies contract with CDW-G via DIR, TCPN and/or NJPA, as per staff recommendation. (Director of Purchasing).
14. Consider authorizing the purchase of five (5) vehicles for the Police Department from Silsbee Ford via Buyboard, as per staff recommendation. (Director of Purchasing).
15. Consider a resolution authorizing the City Manager to enter into an Agreement between the City of Kingsville and Rio Bravo RC&D Council for Administration of two SEPs. (City Engineer/Public Works Director).
16. Consider introduction of an ordinance amending the Fiscal Year 2016-2017 budget to include proceeds from the sale of city owned property located at 2211 S. Brahma Blvd. and insurance claim proceeds from the May 31, 2016 storm event. (Director of Finance).
17. 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).
18. 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).

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:

February 10, 2017 at 3:30 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.


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

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

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

MINUTES OF PREVIOUS MEETING(S)

JANUARY 23, 2017

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JANUARY 23, 2017 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 6:00 P.M.

CITY COMMISSION PRESENT:

Sam Fugate, Mayor
Edna Lopez, Commissioner
Arturo Pecos, Commissioner
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 Mason, Director of Purchasing
Deborah Balli, Finance Director
Charlie Cardenas, Public Works Director/Engineer
Kyle Benson, IT Manager
Ricardo Torres, Police Chief
Susan Ivy, Parks Manager
Sharam Santillan, Capital Projects Manager
Israel Vasquez, Facility Maintenance Manager
Richard Flores, Golf Course Manager
Robert Rodriguez, Library Director
Erica Hinojosa-Bruce, Customer Service Specialist
Vincent Murray, Corporal
Tomas Davis, Warrant Officer
Pete Pina, Landfill Supervisor
Austin Jurica, Engineer's Assistant

I. Preliminary Proceedings.

OPEN MEETING

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

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – January 9, 2017

Motion made by Commissioner Lopez to approve the minutes of January 9, 2017 as presented, seconded by 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. 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, **Utilities Billing Update**; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works- Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, 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."*

Mayor Fugate presented a Proclamation to students from Saint Gertrude Catholic Church for Catholic School Week.

Mr. Jesús A. Garza, City Manager presented the December Employee(s) of the Month to Corporal Vincent Murray and Municipal Court Warrant Officer Tomas Davis.

Mrs. Courtney Alvarez, City Attorney, announced the next City Commission meeting scheduled for February 13, 2017. Deadline for agenda items for this meeting is February 3, 2017.

Mr. Garza made a presentation to the City Commission on Utilities Billing Update. The new payment and billing service will allow residents to pay by one of the following options; online, on a free mobile app, via text, calling an automated phone payment system, call in the Payment Service Network (PSN) Call Center (which has extended days and hours that customers will be able to pay their bill), at a Kiosk, and through their bank. This payment service will take all major credit cards as well as paper check and cash. Residents will be able to view their utility bill online, view bills on their mobile app, hear up-to-date balances due via online, on the mobile app, automated phone payment system, text message, or by simply calling the PSN Call Center. Payment Service Network, Inc., is a company based out of Madison, Wisconsin that was established in 1999. PSN is used by over 600 municipalities throughout the United States and specializes in ePayments, eBills and eCommunications for municipalities, utilities and property management. PSN is a PCI Level 1 Certified which means that they have the seal of accreditation. Making an online payment, customers will click on pay and view bill links via the City of Kingsville website and go to the secure PSN payment and billing portal. Depending on the department, residents can make a quick one-time payment or set-up auto-pay, recurring payments. The system will also allow citizens to see previous bills. For text payments, customers sign up for the text payments. PSN sends text showing balance due, last four digits of payment method, option to stop texts and PSN Customer Service number. Automated phone payments can be done by calling a toll free number. They can opt for English or Spanish. First call, they will validate themselves so that any future calls it will automatically recognize the customer. PSN maintains a call center direct payer calls or payers who opt out of the IVR. Counter payments will still be available to customers who prefer to come in and make a payment. Staff is also looking into a Kiosk where customers can make a payment. The Kiosk can accept check, savings, credit card and cash

payments. The payment process is the same as the PSN online portal. The Kiosk would be located on the first floor of the Municipal Building. Customer will still have the option to sign up for ACH Bank Drafts. Costs to the City for this service is as followed: Implementation Fee is a one-time fee of \$149 which will include implementation team, training, online portal setup, standard mobile app setup, IVR setup, PSN Call Center training, merchant application processing, eBill Design, and marketing support. Web customization fee will be waived, but will include integration specialist, creating specifications, developing interface, coordination with your software supplier, and testing. Support maintenance has a fee of \$14.95 per month and will include online portal, standard mobile app, IVR system upgrades and maintenance, call center support for customers, email notifications to payers and staff, service account manager for staff, interface/integration support, reports, online account management center, system and account monitoring (24/7). Ebill will cost \$65.00 monthly, and will include creation of PDF eBills, posting online, archiving for 24 months, and email notifications. PCI Security has a fee of \$89.00 per year. This will include required PCI certification, compliance with credit card security requirements and auditing. The equipment has a \$219 each/1-time fee, which will include the terminal, setup, and shipping. A \$200.00 one-time fee is for the website customization which is for the development of web portal with the City's header and links. The Kiosk equipment will cost a one-time fee of \$10,633, which will consist of thru-the-wall unit which accepts eChecks, eSavings, credit cards, and cash. Support and maintenance will cost \$225 per month. The benefits to the City are, no matter how customers pay, all payments flow through PSN for automated posting to the software which eliminates errors and saves time. The more choices provided to the customer, the more apt they are to pay on time which reduces fewer delinquencies. It will also reduce calls to the office as PSN will take customer calls. Staff will have the opportunity to look up info in real time for prompt service which will enhance customer service. It will also reduce cost in printing and mailing bills which makes it a green initiative. The major benefits for customers is that the system will take all major payment methods. The customer can pay from anywhere, at any time 24/7. It gives the customer the option to pay through multiple devices and will eliminate paper bills. Customers will be able to manager their payment profile online, view pending payments, past payments, save payment methods, manage auto-pay, recurring payments and much more.

Commissioner Garcia asked that if this service is offered to customers, will it reduce the number of employees needed to run the Collections Department.

Mr. Garza responded that it will not reduce the number of employees as there is plenty of work to be done. The plan is not to cut employees but to offer better customer service. Although, it could lead up to overhead reduction in the future.

Commissioner Garcia further asked for the number of credit card transactions, number of those paying cash or check. Mr. Garza responded that from October, 2015 to June, 2016, 16,000 paid with cash and 10,000 paid with credit cards.

Commissioner Garcia also asked how soon the City would receive its funds that were collected by PSN. Mr. Garza responded that the deposit would take place daily.

Commissioner Pecos commented that if 600 cities are participating in this type of service with PSN, it shows their strong strengths. It also gives those customers that work out-of-town the option to pay for their bill on time without incurring a late fee.

Commissioner Garcia asked if the Kiosk is included in the initial agreement. Mr. Garza reposnded that the Kiosk is a separate item.

IV. Public Comment on Agenda Items.³

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

Mrs. Lucy Camarillo, 24th Street, announced that the Crime Stoppers of Kingsville will be hosting a Community Education Series Class on Synthetic Marijuana on Thursday, January 26, 2017 from 6:00 P.M. to 7:00 P.M. at the HEB Education Center. She urged for all to attend as this is an important subject on what is affecting Kingsville. Mrs. Camarillo further stated that the Crime Stoppers will have future classes for the community throughout the year.

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 consent agenda items 1 through 4 as presented, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Pena, Pecos, Garcia, Lopez, Fugate voting "FOR".

1. ORDINANCE NO. 2017-02. Motion to approve final passage 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).

2. ORDINANCE NO. 2017-03. Motion to approve final passage 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).

3. ORDINANCE NO. 2017-04. Motion to approve final passage 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).

4. ORDINANCE NO. 2017-05. Motion to approve final passage of an ordinance amending the Fiscal Year 2016-2017 budget to include unforeseen network and IT projects. (Director of Finance).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. RESOLUTION NO. 2017-06. Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Kingsville and the Texas A&M University-Kingsville relating to TAMUK Women's Golf Team and the L.E. Ramey Golf Course. (Golf Course Manager).

Mr. Richard Flores, Golf Course Manager stated that this interlocal agreement is solely to provide a locker room at the L.E. Ramey Golf Course for the Texas A&M University-Kingsville Women's Golf Team. This room will be used for team meetings and golf club storage. There is no financial impact to the City and no lease fees would be received by the Women's Golf Team.

Motion made by Commissioner Pecos, Commissioner Lopez, Commissioner Pena, and Commissioner Garcia to approve this resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Kingsville and the Texas A&M University-Kingsville relating to TAMUK Women's Golf Team and the L.E. Ramey Golf Course, seconded by Mayor Fugate. The motion was passed and approved by the following vote: Pecos, Garcia, Lopez, Pena, Fugate voting "FOR".

6. RESOLUTION NO. 2017-07. Consider a resolution authorizing the City Manager to enter into an Addendum to the Service Agreement between the City of Kingsville (EMS & Fire Department) and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, for ambulance billing with the Addendum for Ambulance Supplemental Payment Program. (Fire Chief).

Mr. Garza stated that this addendum to the Intermedix Service Agreement will allow an IMX Consultant Public Consulting Group to develop for a fee for Ambulance Supplemental Payment Program for the Kingsville Fire Department. The additional revenue will assist in replacing Fire/EMS related equipment, apparatus, and overall Fire/EMS related expenses. The change in the existing contract will be approximately \$18,000 per month with an estimate of \$216,000 of additional funds annually, while the program is in existence. Public Consulting Group will receive 13% of the revenue generated from the Ambulance Supplemental Payment Program each year when the total amount is received annually. Garza further commented that this would not increase fees to the user.

Motion made by Commissioner Garcia to approve this resolution authorizing the City Manager to enter into an Addendum to the Service Agreement between the City of Kingsville (EMS & Fire Department) and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, for ambulance billing with the Addendum for Ambulance Supplemental Payment Program, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Garcia, Lopez, Pena, Pecos, Fugate voting "FOR".

7. RESOLUTION NO. 2017-08. Consider a resolution authorizing the City to submit an application to the U.S. Department of Homeland Security's Federal Emergency Management Agency for the purpose of requesting grant funding on behalf of the City for the 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for additional firefighters for the Kingsville Fire Department with an anticipated cash match. (Fire Chief).

Mr. Garza presented the City Commission with a presentation on the Kingsville Fire Department Staffing Grant Opportunity. The SAFER Grant will provide funding for approved firefighter salaries and benefits for 3 years for newly hired, full-time firefighter

positions on a declining scale of; Year 1 SAFER 75%, City 25%; Year 2 SAFER 75%, City 25%; Year 3 SAFER 35%, City 65%; Year 4 SAFER 0%, City 100%. The benefits are that the city participates in a three-year Cost Sharing Grant Program; four responding units will be available instead of 3; decrease overtime; and increased safety for responding personnel. Grant deadline is February 10, 2017. The award will be announced in July. If awarded the grant, the item would need to come before the City Commission for approval. The grant will impact the budget in Fiscal Year 2017-2018. Mr. Garza further stated that the cost for the City on the first year is \$74,974, second year \$57,836, third year 148,895, and fourth year \$227,820.

Commissioner Lopez commented that this is a good start, as she feels that the Fire Department needs additional assistance.

Motion made by Commissioner Garcia to approve this resolution authorizing the City to submit an application to the U.S. Department of Homeland Security's Federal Emergency Management Agency for the purpose of requesting grant funding on behalf of the City for the 2017 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program for additional firefighters for the Kingsville Fire Department with an anticipated cash match, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Pena, Pecos, Garcia, Fugate voting "FOR".

8. Consider awarding a contract for concrete street improvements (Bid #17-09) as per staff recommendation. (Director of Purchasing).

Mr. David Mason, Director of Purchasing stated that this item authorizes the award of a contract for concrete street improvements. The City advertised for bids on December 18, 2016 and December 25, 2016. A non-mandatory pre-bid meeting was held January 4, 2017 with four potential bidders attending. Four responsive bids were received by the deadline of January 10, 2017 at 1:30 P.M. The lowest bid received was from E-Tech Construction at \$178,445.50. Funding is available through the drainage fund where there is \$1.3 Million available. It is staff's recommendation that the city contract with E-Tech Construction, 1115 Cedar Park, San Antonio, TX 78249 for Concrete Street Improvements Phase VI in the amount of \$178,445.50.

Mayor Fugate commented that E-Tech Construction has done work for the City of Kingsville in the past.

Motion made by Commissioner Pena to approve the award of a contract for concrete street improvements Bid #17-09 to E-Tech Construction, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pena, Pecos, Garcia, Lopez, Fugate voting "FOR".

9. Consider awarding request for proposal for Brookshire Pool PVC Membrane Lining System and RecDeck PVC Recreation Flooring (RFP 17-08) as per staff recommendation. (Director of Purchasing).

Mr. Mason stated that this item is for RFP 17-08 Brookshire Pool PVC Membrane Lining System and RecDeck PVC Recreation Flooring. The proposal was advertised on December 18, 2016 and December 25, 2016. A non-mandatory pre-submittal meeting was held on January 23, 2017 with no attendees. One submission was received by the deadline of January 10, 2017 at 1:30 P.M. This item will expend \$61,740.00 from account 033-5-450.3-712.25 of which funds in the amount of \$124,450.00 are available. Staff recommends the award for RFP 17-08 Brookshire Pool PVC, Membrane Lining System and RecDeck PVC Recreation Flooring be awarded to RenoSys, 2825 E. 55th Place, Indianapolis, IN 46220.

Commissioner Garcia asked about the warranty on the liner as well as its thickness.

Mr. Mason responded that the warranty on the liner is ten years. The thickness of the liner is an 80 mil liner.

Mr. Garza commented that this will be in place by the time the pool opens in March, 2017, as the pool schedule has changed.

Motion made by Commissioner Pecos to award request for proposal for Brookshire Pool PVC Membrane Lining System and RecDeck PVC Recreation Flooring (RFP 17-08), seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Pecos, Garcia, Lopez, Pena, Fugate voting "FOR".

10. Consider authorizing the acquisition of a crawler dozer for the Landfill via BuyBoard and the capital lease for said equipment, as per staff recommendation. (Director of Purchasing).

Mr. Mason stated that this item is for the acquisition and capital lease of a 2017 John Deere 850K Dozer equipped for landfill operations. This will replace the current Caterpillar Dozer at the Landfill which has reached the end of its useful life. Staff received three quotes on lease rates for a 5-year term, payment in arrears capital lease as follows: Capital City Leasing at 2.4%; Government Capital 3.262%; and Deere Leasing at 7%. Staff recommends that acquisition through BuyBoard of the John Deere 850K for \$318,216.00 and lease through Capital City Leasing at a rate of 2.4% for annual payments of \$68,307.60. Leasing with payments in arrears allows the first payment to be in Fiscal Year 2017 and the final payment in Fiscal Year 2022.

Motion made by Commissioner Pena to authorize the acquisition of a crawler dozer for the Landfill via BuyBoard and the capital lease for said equipment, as per staff recommendation, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Garcia, Lopez, Pena, Pecos, Fugate voting "FOR".

11. 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).

12. 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).

Mayor Fugate announced both executive sessions (agenda item #12 and #13) and convened the meeting into closed session at 7:13 P.M.

Mayor Fugate reconvened the meeting into open session at 7:29 P.M.

13. RESOLUTION NO. 2017-09. Consider a resolution authorizing the Mayor to execute an Economic Incentive Agreement between the City of Kingsville, Texas and Vinod Builders, Inc. for a hotel and restaurant. (City Manager).

Motion made by Commissioner Pena to approve a resolution authorizing the Mayor to execute an Economic Incentive Agreement between the City of Kingsville, Texas

and Vinod Builders, Inc. for a hotel and restaurant, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Pena, Pecos, Garcia, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 7:30 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #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: February 3, 2017

SUBJECT: Request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit, for the establishment known as Spice Station Food Mart at 606 E. King

Summary: The property owner Zohair Charonia is requesting an alcohol variance for this location which is 606 E. King.

Background: This location is the site of what was the JC3 Mart. The property owner named above has purchased the property and desires to have a Wine and Beer Retailer's Permit. The JC3 Mart did have a Retailer's Wine and Beer Off-Premise Permit. Due to the change in ownership the new owner is required to apply for a permit. There is a daycare within 1,000 feet of this building.

Financial Impact: In my belief almost anytime a vacant building that becomes occupied by a business in this case, will have a positive financial impact for the community. In addition to the sales that will occur, an operating business (in a once vacant building) along one of our major corridors reflects a positive appearance and business climate for those who drive by.

Recommendation: Approve the alcohol variance as requested.



CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 606 E King Ave Nearest Intersection _____

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Zohair Charania Phone 979 571 8232 FAX _____

Email Address (for project correspondence only): Zohair iqbal@yahoo.com

Mailing Address 1520 Wildwood Trail ^{Blvd} City Kingsville State TX Zip 78363

Property Owner Zohair Charania Phone 979 571 8232 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 type="checkbox"/> Re-zoning Request	\$250.00	<input type="checkbox"/> Re-plat	\$250.00
<input type="checkbox"/> SUP Request/Renewal	\$250.00	<input type="checkbox"/> Vacating Plat	\$50.00
<input checked="" type="checkbox"/> Zoning Variance Request (ZBA)	\$250.00	<input type="checkbox"/> Development Plat	\$100.00
<input type="checkbox"/> PUD Request	\$250.00	<input type="checkbox"/> Subdivision Variance Request	\$25.00 ea

Please provide a basic description of the proposed project:

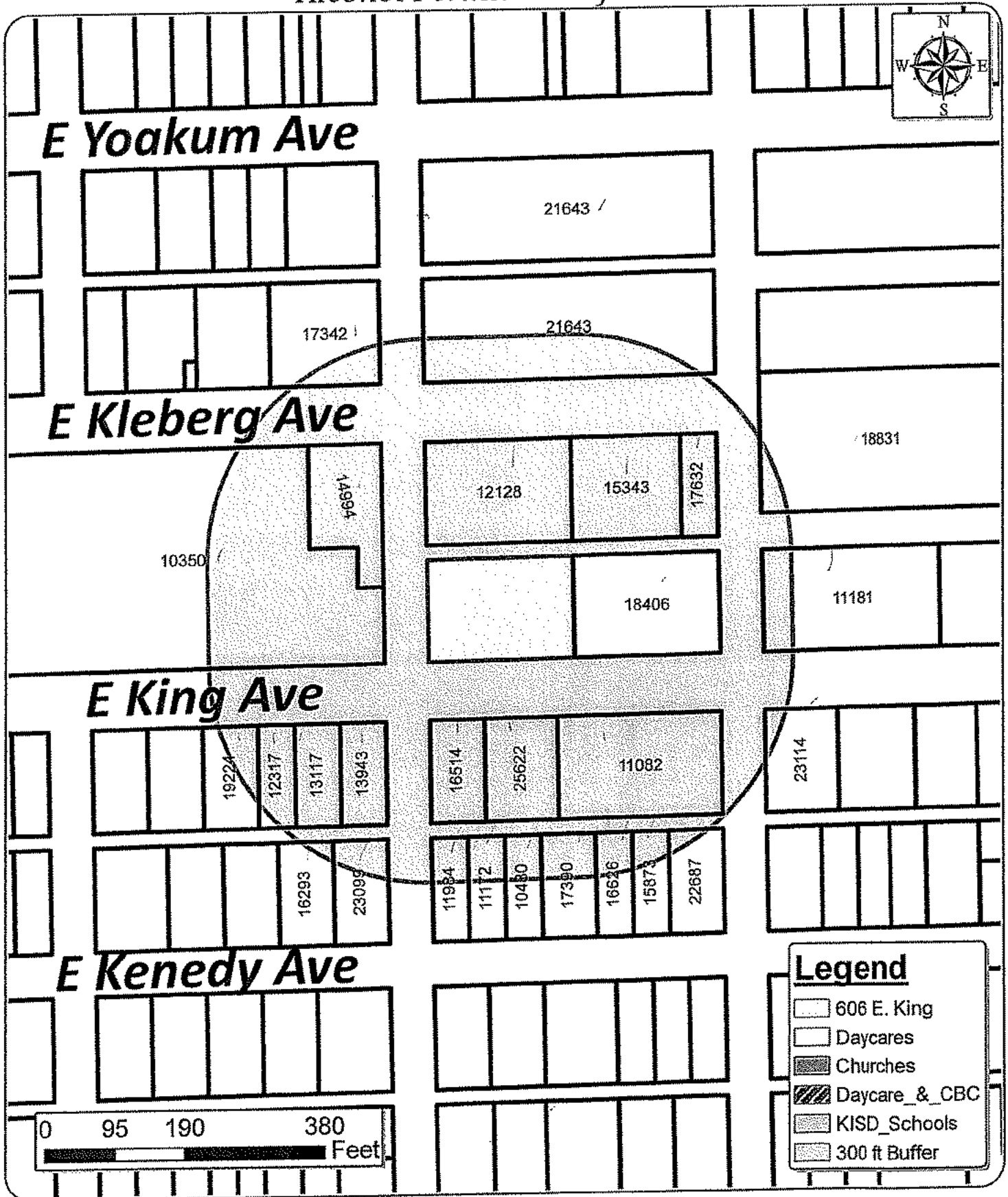
I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature  Date: 01/23/17

Property Owner's Signature _____ Date: _____

Accepted by: _____ Date: _____

Alcohol Permit - 300 ft. Radius



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

Page 1/1	Drawn By: Engineering Dept.	<p>DISCLAIMER</p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE</p> <p>ENGINEERING DEPARTMENT</p> <p>200 East Kleberg</p> <p>Kingsville, Texas 78363</p> <p>Office: 361-595-8005</p> <p>Fax: 361-595-8035</p>
	Last Update: 1/20/2017		
	Note: Please see attached documents.		

EDDIE YAKLIN
P O BOX 112
KINGSVILLE, TX 78364-0112
#17342

HEB GROCERY INC
ATT PROPERTY TAX DEPT
PO BOX 839999
SAN ANTONIO, TX 78283-3999
#10350

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

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

JOHN R WOMANC EST
%WOMACK & WOMACK CPA
PO BOX 1147
KINGSVILLE, TX 78364-1147
#13117

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

MARIA IMELDA HERRERA
MAGDA LIZA GARCIA ETAL
522 E KENEDY AVE
KINGSVILLE, TX 78363-5665
#16293

JOSE CASALS
ANA CASALS
PO BOX 10608
CORPUS CHRISTI, TX 78460-0608
#11172

EDDIE RAMON
ETUX KALYNN
1906 MORNINGSIDE DR
ALICE, TX 78332-3006
#16626

MICHAEL J KRIEGER
PO BOX 1538
KINGSVILLE, TX 78364-1538
#21643

HALEIGH RENTALS L L C
529 E KLEBERG AVE
KINGSVILLE, TX 78363-3874
#14994

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

THOMAS W CUNNINGHAM
ETUX RICKI W
515 E KING AVE
KINGSVILLE, TX 78363-5668
#19224

JOHN R WOMACK EST
%WOMACK & WOMACK CPA
PO BOX 1147
KINGSVILLE, TX 78364-1147
#13943

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

JRW LIMITED PARTNERSHIP
1419 S 11TH ST
KINGSVILLE, TX 78363-6307
#23099

ERICA NGO
810 E KING AVE
KINGSVILLE, TX 78363-5785
#10430

MCCOSLIN J R
1710 CROSSHAVEN
LEWISVILLE, TX 75077
#15873

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

HALEIGH RENTALS LLC
218 S 14TH ST
KINGSVILLE, TX 78363-5839
#12128

HALEIGH RENTALS LLC
529 E KLEBERG AVE
KINGSVILLE, TX 78363-3874
#18406

ROBERT J UNDERBRINK
ETAL TOM J RUSSEK EST
1401 MICHAEL ST
KINGSVILLE, TX 78363-6953
#12317

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

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

LOIDA G UTLEY
JOE H UTLEY JR
602 E KENEDY AVE
KINGSVILLE, TX 78363
#11984

CLIFTON CLEMONS
28319 WILLIS RANCH
SAN ANTONIO, TX 78260
#17390

ERNEST G GARZA JR
HARLIE M ISASSI
630 E KENEDY AVE
KINGSVILLE, TX 78363-5775
#22687

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, February 13, 2017 at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit, for the establishment known as Spice Station Food Mart at 606 E King.

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

Kleberg County Sheriff's Office arrests two on drug charges

By Tim Acosta
Managing Editor

Investigators with the Kleberg County Sheriff's Office recently arrested two individuals on drug charges following a search at a motel in the 2200 block of E. King Ave. Lt. David Mendoza, with the KCSO's Criminal Investigations Division, said investigators executed a narcotics search warrant at about

5 p.m. on Jan. 21. The department was conducting an investigation into reports from the public that someone was dealing drugs out of a room at the Executive Inn motel. That investigation led to the Jan. 21 search warrant operation.

When deputies made entry into the apartment, they discovered varying amounts of marijuana, cocaine and synthetic marijuana, Mendoza said. The couple in the

room, identified as 34-year-old Juan Santos Gonzalez and 26-year-old Gloria Vargas, surrendered to investigators without incident. The pair had been living in the room for some time, Mendoza said.

Both Vargas and Gonzalez were later transported to the Kleberg County Jail, where they were still being held as of press time.



Gloria Vargas



Juan Santos Gonzalez

See Bust, Page 5A

Celebrating National Catholic Schools Week



Kingsville Mayor Sam Fugate on Monday presented students and faculty of St. Gertrude Catholic School with a proclamation in recognition of National Catholic Schools Week, which runs from Jan. 23-Feb. 4. National Catholic Schools Week was started in 1974 to celebrate Catholic education in the United States. (Photo by Tim Acosta)

Two KPD officers named employees of the month



City Manager Jesus Garza on Monday announced that two Kingsville Police Department officers were named December's employees of the month. Warrant Officer Tom Davis, left, and Cpl. Vincent Murray, middle, were honored for their service to the community. Davis and Murray were honored for their work to gather donations and organize events in which the department was able to give back to the community during the Thanksgiving and Christmas holidays. Those efforts were shared on social media, with a video showing the department's Christmas traffic stops for good driving behavior (and rewards for those drivers) going viral. (Photo by Tim Acosta)

FREE TAX HELP

For Families Earning Less Than \$54,000

Texas Community Federal Credit Union and Partners offer a FREE TAX ASSISTANCE Preparation Program to qualifying families and individuals

We CAN help you with:

- Preparation of form 1040, 1040EZ, and 1040A
- Schedules 1, 2 and 3.
- Earned income credit (EIC).
- Form 2441 - child and dependent care credit.
- Form 8812 - additional child tax credit
- Form 8853 - education credit

We CANNOT help you with:

- Capital gains and losses on investments, schedule C.
- Depreciation or amortization of assets.
- Purchase or sale of a business.
- Businesses that claim use of a home.
- Businesses with inventory.
- Rental income schedule E.
- Corporate returns.
- Schedule K or K-1 income.
- Non-resident returns (1040NR)
- We will not prepare complicated and advanced schedule D.

All tax returns and related services must be within the scope of what our staff and volunteers are trained to prepare. Any issues outside of this scope, as determined by the site coordinator, cannot be addressed at Texas Community Federal Credit Union.

VOLUNTARY INCOME TAX ASSISTANCE SITE

WHERE: Texas Community Federal Credit Union
605 E. Caesar, Kingsville, Texas 78363

BEGINNING: Thursday, January 26, 2017

HOURS: Thursdays: 1:00 p.m. - 8:00 p.m.
Saturdays: 9:30 a.m. - 1:00 p.m.



Hours subject to change.
Call 595-6538 to confirm.

Qualifications for VITA Services:

- Must bring a valid Social Security or ITIN card for all family members
- Must bring valid picture identification
- Your income must be less than \$54,000
- Must bring all W-2s and 1099s (if appropriate)

Earned Income Tax Credit Qualifications:

- Must have earned income during the past year
- Your income must be less than \$54,000 (married filing jointly and have more than three qualifying children)
- Your qualifying children cannot be claimed by more than one person.
- Must be a U.S. Citizen or resident alien.
- Other rules may apply, so consult with your VITA volunteer for more specific information.

WOMEN'S ONLY FITNESS TRAINING

SIGN UP NOW
South Texas Martial Arts
317 East Kleberg Ave.
Kingsville, TX 78363
361-522-1380
LIMITED AVAILABILITY

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, February 13, 2017 at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit, for the establishment known as Spice Station Food Mart at 606 E. King, Kingsville, Texas.

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

COME ON IN AFTER WORK, RELAX AND ENJOY YOUR RECOVERY
Open Monday - Thursday 8:00 am - 6:30 pm
Friday 8:00 am - 5:00 pm

OLIVER
PHYSICAL THERAPY & SPORTS MEDICINE
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Bundled Plaza - Kingsville, Texas
(361) 488-6335

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

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• Medicaid
• Private Insurance
• Workers Comp
• VA



CITY OF
KINGSVILLE

MEMORANDUM

DATE

Friday, January 20, 2017

TO

Mary Valenzuela, City Secretary

FROM

Engineering Department

SUBJECT

Alcohol License for 606 E. King

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 606 East King Avenue, we have concluded that the property in question does fall within the 1,000 ft boundary of a daycare; therefore, it will require a variance according to City Ordinance sections 11-3-4&5. Notices must be sent to the property owners within the 300 foot boundary and a public hearing and publication in the local newspaper is required.

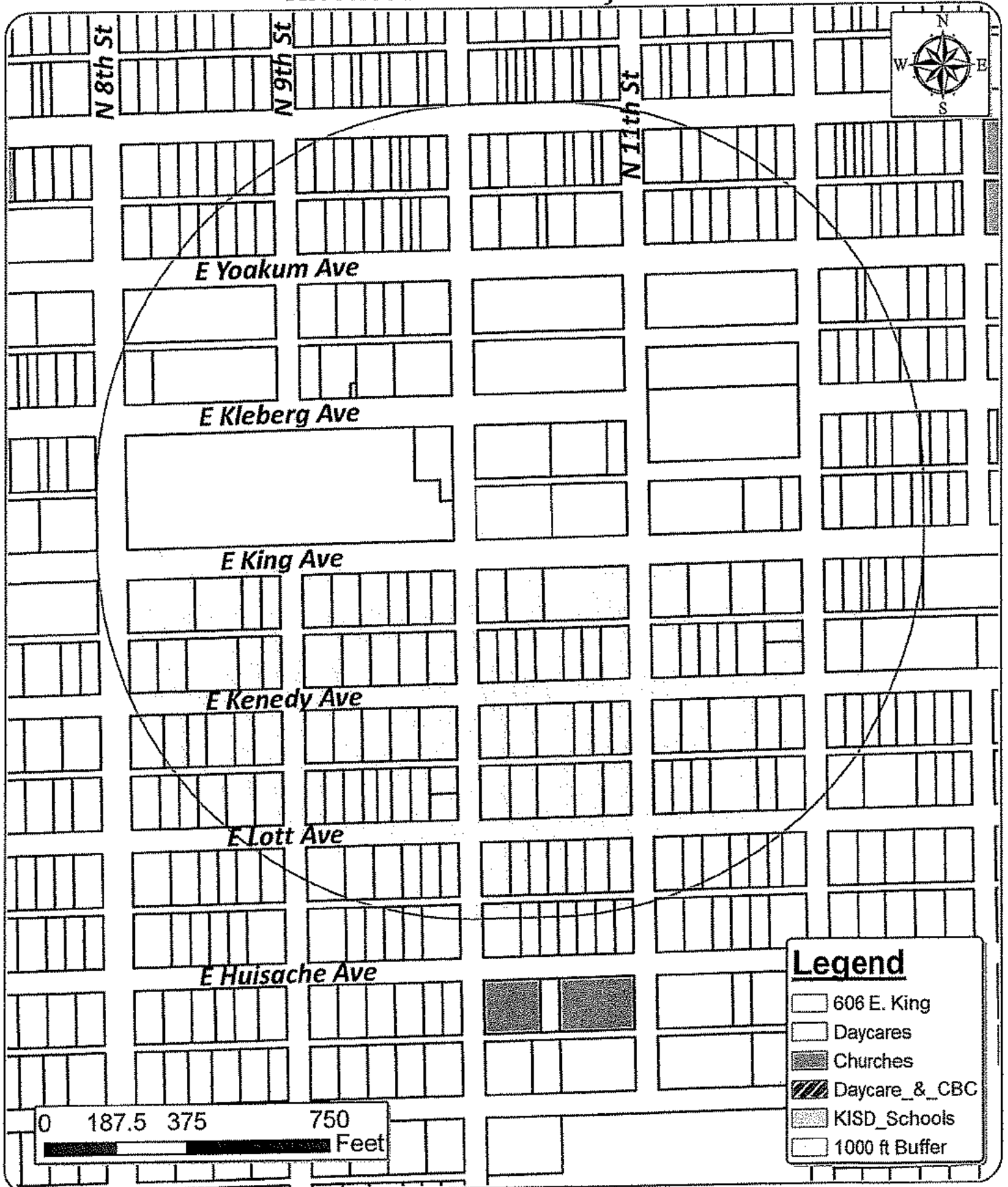
Thank you,

Engineering Department


Attachment 1 shows the property and the relative location of the daycare; suspected to be close to the property. Smart Planet Children's Center is within the 1,000 foot boundary.

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

Alcohol Permit - 1000 ft. Radius



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

Page 1/1	Drawn By: Engineering Dept.	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 CITY OF KINGSVILLE ENGINEERING DEPARTMENT 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035
	Last Update: 1/20/2017		
	Note: Please see attached documents.		



OFF-PREMISE PREQUALIFICATION PACKET

L-OFF
(01/2016)

received
1-20-17

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

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

LOCATION INFORMATION

1. Application for: ☒ Original

☐ Reinstatement

License/Permit Number _____

☐ Change of Licensed Location

License/Permit Number _____

2. Type of Off-Premise License/Permit

☒ BQ Wine and Beer Retailer's Off-Premise Permit

☐ LP Local Distributor's Permit

☐ BF Beer Retail Dealer's Off-Premise License

☐ E Local Cartage Permit

☐ P Package Store Permit

☐ ET Local Cartage Transfer Permit

☐ Q Wine Only Package Store Permit

☐ PS Package Store Tasting Permit

3. Indicate Primary Business at this Location

☐ Grocery/Market

☐ Convenience Store without Gas

☐ Liquor Store

☐ Miscellaneous _____

☒ Convenience Store with Gas

4. Trade Name of Location

Spice Station Food Mart

5. Location Address

606 E King ave

City

Kingsville

County

Kleberg

State

Tx

Zip Code

78263

6. Mailing Address

1520 Wild Wood Trail

City

Kingsville

State

Tx

Zip Code

78363

7. Business Phone No.

(979) 571-8232

Alternate Phone No.

() -

E-mail Address

Zohair_igbal@yahoo.com

OWNER INFORMATION

8. Type of Owner

☒ Individual

☐ Corporation

☐ City/County/University

☐ Partnership

☐ Limited Liability Company

☐ Other _____

☐ Limited Partnership

☐ Joint Venture

☐ Limited Liability Partnership

☐ Trust

9. Business Owner/Applicant

Zohair Charania

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: February 3, 2017

SUBJECT: Mobilitie, LLC requesting a special use permit for the installation of a wireless telecommunications pole at Ronning 1, Block 1, Lot 24,25 also known as 1018 E. King

Summary: The Mobilitie, LLC is requesting special use permit to install a utility pole at 1018 E. King. Since the pole will be 120 feet in height and in a nonresidential zoning a Special Use Permit is required.

Background: The Mobilitie LLC, is wanting to install a telecommunications tower in the Right of Way in front of the vacant lot, 1018 E. King. It is common practice for them to put these towers in the right of way. They do realize that prior to any construction a right of way permit will need to be granted from TXDOT. Mr. Gene Jones did show up and was against the location of the pole at that spot. The representative from Mobilitie did state that they have the leeway for a 50 foot radius to locate the pole. The location from the tower starts with information from providers who want to be on the tower and want to improve service to their customers. They would install the tower from King Street so they would also have to have a permit for a temporary street closure for their equipment to dig and install the tower. The 50 foot leeway would allow Mobilitie to locate the tower on the east end of the property which would seem to minimize any entrance issues if and when the property was developed. I believe there is a driveway cut for the property at the west end. There is no sidewalk there currently. It is my understanding that this tower requires a 40 inch base.

Financial Impact: While there would be direct financial impact to the city, I believe that anytime you improve technology in a community, cell phone service in this case, that there will be a positive financial impact in the future. This tower would allow conceivably citizens in the



City of Kingsville
Department of Planning and Development services

community and businesses to have better telecommunication service which could lead to other positive outcomes.

Recommendation: The Planning and Zoning Commission voted 5 to 0 to recommend approval of the special use request with the following condition that Mobilitie and Mr. Gene Jones communicate concerning the location of the tower.



To: Planning and Zoning Commissioners

From: Tom Ginter, Director

Date: January 27, 2017

Subject: Agenda Item #1 – 1018 E King

Summary:

Mobilitie LLC, is wanting to install a utility pole at 1018 E King. Due to the height of the tower and the zoning being non-residential a Special Use Permit is required. Enclosed is a copy of the table that reflects this requirement.

Background:

Mobilitie LLC, is wanting to install a utility pole for strictly cell phone service is my understanding. This pole is 120 feet which is why a Special Use Permit is needed. It is my understanding that they plan to install the monopole tower from King Street so a temporary street closure permit will be needed from TxDot.

At this time, it is their intention not to drive on private property during the installation process.

Recommendation:

Work being done to improve cell service is always a positive sign for the community. Unless they are any objections, I would recommend approval.

ORDINANCE #2017-_____

AMENDING THE ZONING ORDINANCE GRANTING A SPECIAL USE PERMIT TO INSTALL A WIRELESS TELECOMMUNICATIONS POLE FOR MOBILITIE LLC AT RONNING 1, BLOCK 1, LOT 24, 25 ALSO KNOWN AS 1018 E. KING AVENUE; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the City Commission approved a wireless telecommunications facilities ordinance (sections 15-6-45 through 15-6-51) in 2001, as allowed by the Federal Telecommunications Act of 1996, and modified it in 2004 to regulate the placement, construction, and modification of cellular telephone facilities and other personal wireless telecommunication service facilities in order to protect and promote public safety, minimize and mitigate any adverse visual or aesthetic impacts on the community and promote the orderly development of telecommunication facilities within the city; and

WHEREAS, city staff has received an application from Mobilitie LLC agent Katie Shetler for the installation of a 120 foot wireless telecommunications pole in a non-residential area; and

WHEREAS, the applicant plans to install a 120-foot monopole tower in the City's right-of-way in a non-residential area, but Appendix C to the City ordinance requires a Special Use Permit process as the pole monopole tower is over 85 feet and is to be located in a non-residential area; and

WHEREAS, the Planning and Zoning Commission has forwarded to the City Commission it's reports and recommendations concerning the application of Mobilitie LLC, for amendment to the zoning map of the City of Kingsville with the request based on City Code sections 15-6-45 and 15-6-46;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, February 1, 2017, during a meeting of the Planning and Zoning Commission, and on Monday, February 13, 2017, during a meeting of the City Commission, in the Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning Commission by a 5-0 vote to APPROVE the requested rezone; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for an up to 120 foot wireless telecommunications monopole in a non-residential area at Ronning 1, Block 1, Lot 24, 25 also known as 1018 E. King Avenue, Kingsville, Texas as more specifically described on the site plan attached as Exhibit A.

SECTION 2. That the Special Use Permit granted in Section 1 of this Ordinance is subject the following conditions:

1. **ALLOWED USE:** The only use authorized by this Special Use Permit is for a wireless telecommunications pole in a non-residential area at Ronning 1, Block 1, Lot 24, 25 also known as 1018 E. King Avenue, Kingsville, Texas.

2. **TIME LIMIT:** This Special Permit is good for the duration of the business from the date of this ordinance **unless** (a) the property is not being used for the purpose outlined in Condition 1, or (b) any other conditions have not been complied with, or (c) there is a change in ownership of the business.

3. **SPECIAL CONDITION:** (3.1) The applicant shall obtain all required licenses for operating the business and permits as applicable for building, fire and health thereby meeting all adopted codes to operate said business, and shall cooperate with all annual fire safety, health, and sanitation inspections, in order to maintain compliance with state and city regulations for a business at the location. (3.2) All activity on site shall be in complete compliance with all City codes, especially the nuisance, fire, building and zoning codes.

SECTION 3. That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

SECTION 4. That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

SECTION 5. That to the extent that 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 6. That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

SECTION 7. That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the 13th day of February, 2017.

PASSED AND APPROVED on this the 27th day of February, 2017.

EFFECTIVE DATE: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

By: _____
Courtney Alvarez, City Attorney

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

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1018 E. King Nearest Intersection 14th / 15th

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Mobilitie, LLC Phone 361-446-0105 FAX _____

Email Address (for project correspondence only): kdeshetler@mobilitie.com

Mailing Address 3475 Piedmont Road #100 City Atlanta State GA Zip 30305

Property Owner City of Kingsville Phone 361-595-8055 FAX _____

Email Address (for project correspondence only): ~~xxxx~~ sresender@cityofkingsville.com

Mailing Address P.O. Box 1458 City Kingsville State TX Zip 78364

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
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<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:

Telecommunication pole in existing city ROW

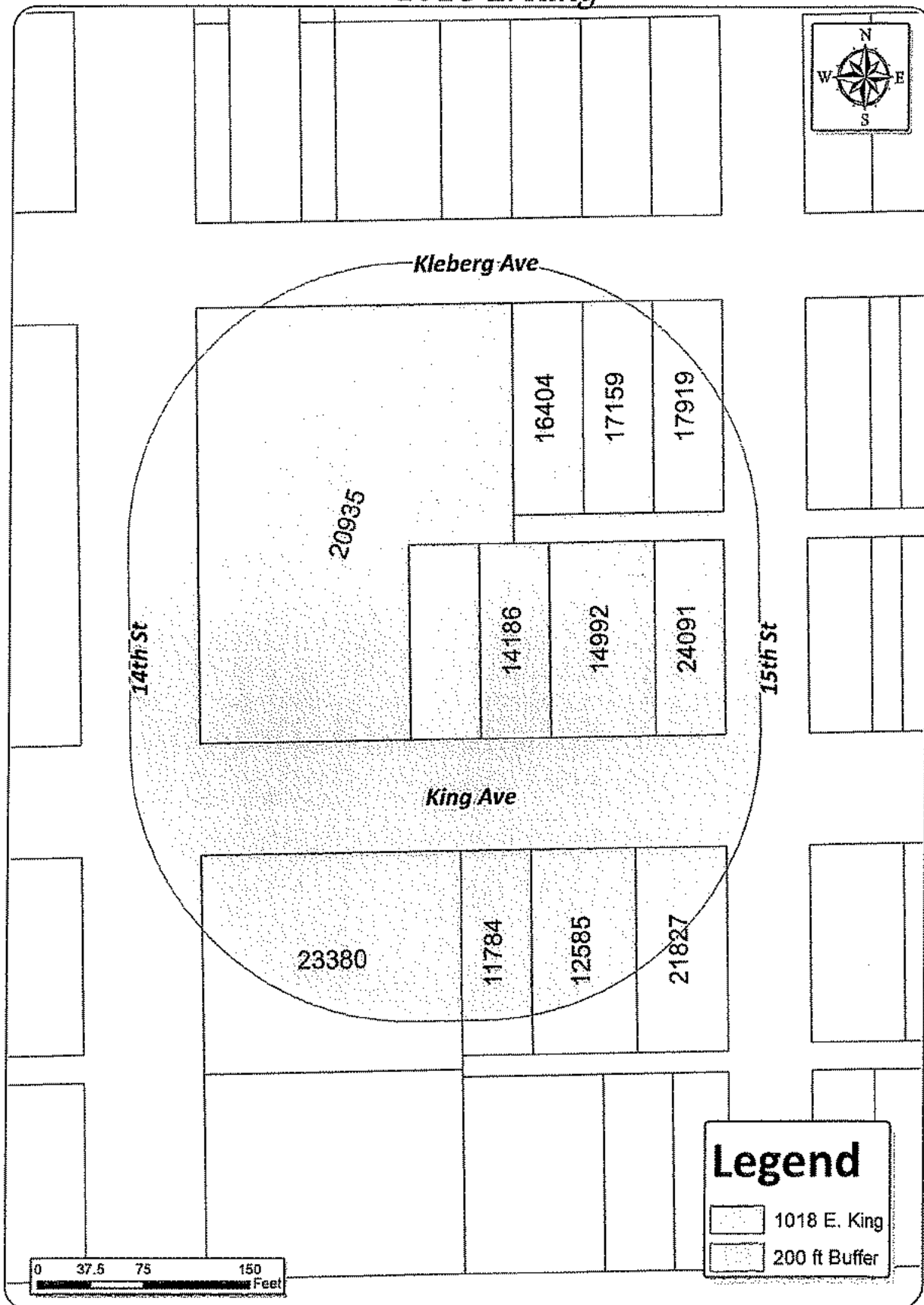
I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature Katie [Signature] Date: 1/23/17

Property Owner's Signature _____ Date: _____

Accepted by: _____ Date: _____

1018 E. King



Legend

- 1018 E. King
- 200 ft Buffer

Page 1/1

Drawn By:
Engineering Department
Last Update: 1/18/2017
Note:

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

WOODBINE PROPERTY
ASSOCIATES LP
90 MAIN ST. STE 301
HACKENSACK, NJ 07601-7128
#20935

RAYMUNDO GUERRA
JOSE LUIS GUERRA JR
1266 E KING AVE
KINGSVILLE, TX 78363-5934
#17919

HAL E BUELL
ETUX KATHLEEN
2614 LAZY LN
ROSENBERG, TX 77471-5624
#24091

N&D BARNETT LLC
% NOLAN BARNETT
202 FALLS DR
SUNNYVALE, TX 75182
#12585

JULIAN JAVIER ALANIZ
1023 E KLEBERG AVE
KINGSVILLE, TX 78363-4741
#16404

VIRGINIA S JONES
PO DRAWER A
KINGSVILLE, TX 78364-1603
#14186

MCDONALDS CORP
042/0168
PO BOX 1455
KINGSVILLE, TX 78364-1455
#23380

FRANCES C BARRAZA EST
1600 E AILSIE AVE
KINGSVILLE, TX 78363-6911
#21827

RAYMUNDO GUERRA
1025 E KLEBERG AVE
KINGSVILLE, TX 78363-4741
#17159

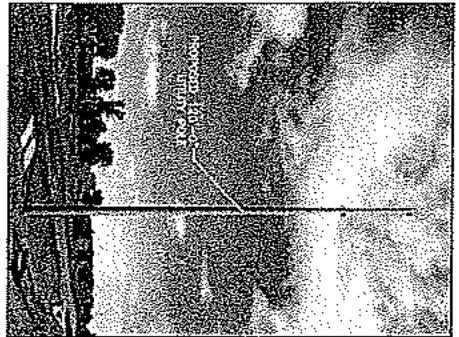
GENE M JONES
PO DRAWER A
KINGSVILLE, TX 78364-1603
#14992

MCDONALDS CORP
042/0168
PO BOX 1455
KINGSVILLE, TX 78364-1455
#11784

APPENDIX C. - TELECOMMUNICATIONS

Sec. 1. - Zoning districts where telecommunications facilities are authorized.

Telecommunication Facility Type	Zoning District Type			Code Reference
	Nonresidential	Residential	Historical/Cultural	
Amateur Radio Towers under 50 feet (15 m)	Yes	Yes	No	<u>§ 15-6-48(B)</u>
<i>Self-supporting Lattice, Guyed and Other Towers</i>				
- 0 to 50 feet (15 m)	Yes	No	No	<u>§ 15-6-48(D)</u>
- over 50 feet (15 m)	SUE ^{3,4}	No	No	<u>§ 15-6-48(D)</u>
<i>Monopole Towers</i>				
- 0 to 85 feet (26 m)	Yes	SUE ³	No	<u>§ 15-6-48(C)</u>
- over 85 feet (26 m)	SUE ^{3,4} ✕	No	No	<u>§ 15-6-48(D)</u>
<i>Alternative Mounting Structures</i>				
- 0 to 100 feet (30 m)	Yes	SUE ^{3,5}	Stealth	<u>§ 15-6-48(E)</u> (1)
- over 100 feet (30 m)	SUE ³	SUE ³	Stealth	<u>§ 15-6-48(E)</u> (2)



1 EXHIBIT PHOTO - GENERIC (NOT SITE SPECIFIC)
SCALE N.T.S.

320 N.T.S.



2 AERIAL SITE LOCATION
SCALE: N.T.S.

FILE: NLS



3 ENLARGED SITE PLAN
SCALE: N.T.S.

ENLIT N.T.S.

NOTE: SITE PLAN WAS GENERATED WITHOUT THE USE OF A SURVEY. PROPERTY LINES, POWER & TELCO UTILITY PINT CONNECTIONS/ROUTES AND EASEMENTS SHOWN ON THESE PLANS ARE ESTIMATED.

NOTE:
PROPOSED 120' POLE IN THE R.O.W.
R.O.W. BOUNDARIES TO BE CONFIRMED AFTER
SURVEY

MOBILITE, LLC

mobile

2025.01.17 10:10:10

PROJECT NUMBER: D13000511A

STAMPED BY: 4112

Chloride ion	0.118
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IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

REFERENCES

9706005105A

Kingsville, TX 78363

Kingsville, TX 78363

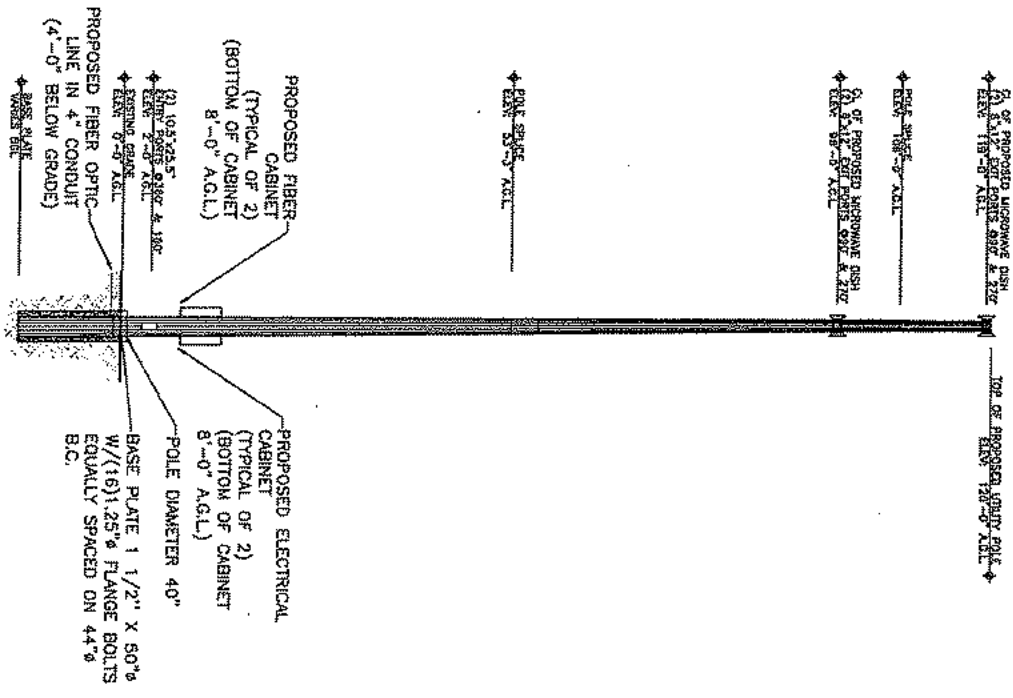
WILEY-INTERSCIENCE

20475 77315

EMERGED SITE PLANT

2014年10月

0.1



1 SIDE UTILITY POLE ELEVATION
SCALE 1/8" = 1'-0"
GRAPHIC SCALE 1/8" = 1'-0"

[illegible]

PUBLIC HEARING #3

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: February 3, 2017

SUBJECT: Request a replat of lots 12-16, Block 1 Christesen Addition also known as 427 N. 15th Street

Summary: Bill Dove, authorized agent for the property owner is requesting a replat of the property. The replat consist of turning 5 lots into 2 lots. There is a copy of the proposed replat in the packet.

Background: This replat is pretty straight forward. In talking with the property owner his desire is to have more ground so he can build a home on each tract that comes from the replat.

Financial Impact: By approving the replat the property owner will build two homes which is a positive for the community in terms of development.

Recommendation: While I have had a call from a property owner on the list that were notified once he was told as to what was going to happen, he was in favor. Approve the replat as requested.



CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 427N 15th Nearest Intersection Lee & 15th St
(Proposed) Subdivision Name Replat lots 12-6 Lot Block 7 Tracts A+B
Legal Description: lots 6-12 Block 7 Caddis Creek Area
Existing Zoning Designation C-2 Retail Future Land Use Plan Designation Residential

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Bill Doe Phone (361) 294-0799 FAX _____
Email Address (for project correspondence only): glenn.doe@wildblue.net
Mailing Address 111 Ruan Trail City San Antonio State TX Zip 78393
Property Owner Royce Herrera Phone 361 355-3224 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 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:

Replat 5 lots into 7 lots

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 Royce Herrera Date: 21-06-17
Property Owner's Signature _____ Date: _____
Accepted by: _____ Date: _____

City of Kingsville



14th St

25090

17370

11136

**427
N. 15th**

20481

21220

17464

13575

18228

23376

18996

17878

18665

11714

12519

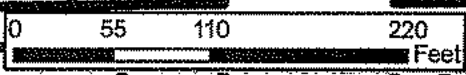
24474

Lee Ave

15th St

Legend

- 427 N. 15th
- 200ft Buffer



Document Path: N:\Engineering\GIS Techs\MAPS\MAP_DOCUMENTS\Arc_City_Base_Map_8.5x11.mxd

<div> <div>1</div> <div>Page</div> <div>1/1</div> </div>	Drawn By: Engineering Department	<div> <p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT</p> <p>200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035</p> </div>
	Last Update: 1/27/2017	
	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.

ALVARADO INVESTMENTS
LLC
PO BOX 1847
KINGSVILLE, TX 78364-1847
#25090

L B C ENTERPRISES
ETAL TRUST
PO BOX 3396
SANTA CARLA, CA 95055
#17370

JUANITA P SACKRIDER
5441 MAPLEWOOD PL
ALBUQUERQUE, NM 87121-7142
#11136

FILEMON ESQUIVEL KR
1232 E KING AVE
KINGSVILLE, TX 78363-5934
#20481

FILEMON ESQUIVEL JR
PO BOX 5256
KINGSVILLE, TX 78364-5256
#21220

FILEMON ESQUIVEL JR
1232 E KING AVE
KINGSVILLE, TX 78363-5934
#13575

RICHARD ALVAREZ
ELVIRA J STRUBHART
1320 E RICHARD AVE
KINGSVILLE, TX 78363-4821
#23376

RAY REYES HERRERA
402 N 15TH ST
KINGSVILLE, TX 78363-4712
#17464

HILARIO MARTINEZ
ETUX MARIA
1002 E LEE AVE
KINGSVILLE, TX 78363-4749
#18228

HILARIO MARTINEZ
ETUX MARIA
1002 E LEE AVE
KINGSVILLE, TX 78363-4749
#18996

SAMUEL DELEON JR
APRIL LOPEZ
418 N 15ST
KINGSVILLE, TX 78363-4712
#17878

LINDA MCGUERZA
PO BOX 820
KINGSVILLE, TX 78364-0820
#18665

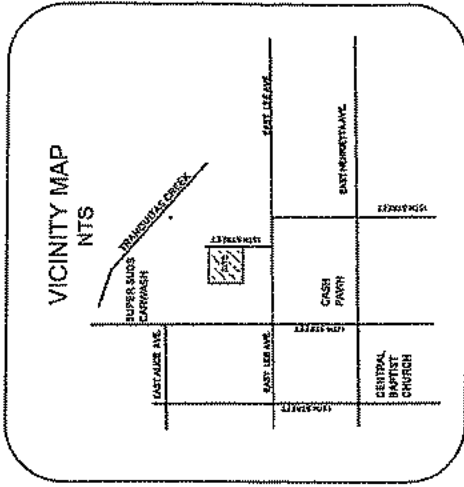
CONSUELO C SOLIZ EST
PO BOX 1826
KINGSVILLE, TX 78364-1826
#11714

RAY REYES HERRERA
402 N 15TH ST
KINGSVILLE, TX 78363-4712
#12519

HUBERTO ARISPE JR
678 JUNIPER ST
IMPERIAL, CA 92251
#24474



BEARINGS BASED ON THE
TEXAS PLANE COORDINATE
SYSTEM FOR THE SOUTH
ZONE, 1983 NORTH AMERICAN
DATUM.



STATE OF TEXAS
COUNTY OF JARVIS

WE, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE FOREGOING PLAT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A MEMBER IN GOOD STANDING OF THE TEXAS SURVEYORS ASSOCIATION.

THIS PLAT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION ON THE _____ DAY OF _____, 20____.

STATE OF TEXAS
COUNTY OF JARVIS

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

JUDICIAL CLERK

STATE OF TEXAS
COUNTY OF JARVIS

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

JUDICIAL CLERK

STATE OF TEXAS
COUNTY OF JARVIS

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GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

JUDICIAL CLERK

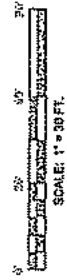
RE-PLAT OF LOTS 12-18, BLOCK 1
CHRISTENSEN ADDITION AS RECORDED IN
CABINET 1, SLIDE 2 OF THE MAP RECORDS OF
KLEBERG COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF JARVIS

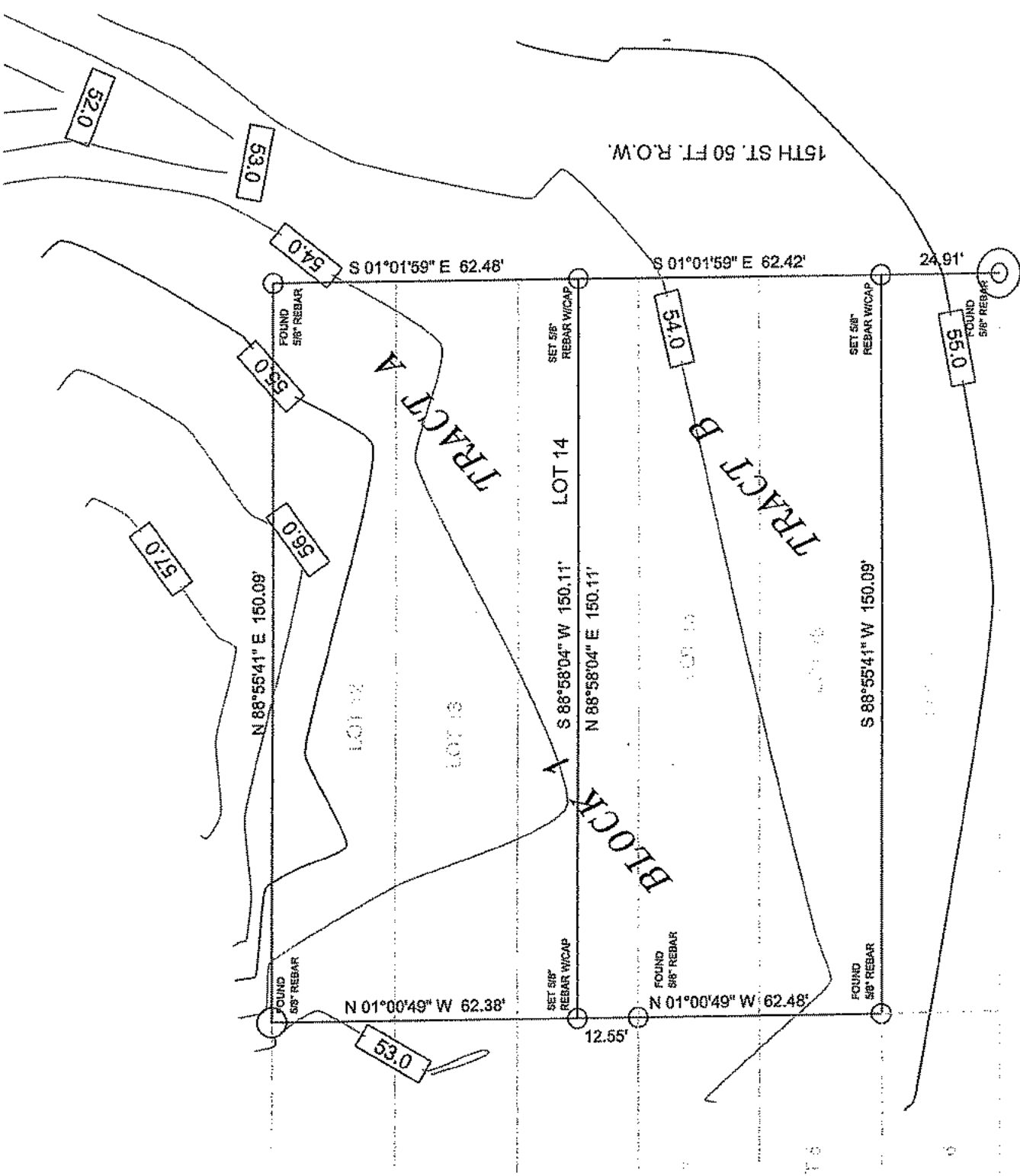
BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

JUDICIAL CLERK



RE-PLAT OF LOTS 12-18, BLOCK 1, CHRISTENSEN ADDITION TO KINGSVILLE, TEXAS CAB. 1, SLIDE 2, MAP RECORDS DRAWN BY WILLIAM DOVE			
DATE	10/17/18	AND ASSOCIATES	
APPROVED		DATE	111 KNOX TRAIL SANDRA, TEXAS 78689
SHEET	SP110-18	PROJECT NO.	
SCALE	1" = 30'	PHONE (361) 647-8866	



PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday February 13th, 2017 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: **William Dove and Associates, authorized agent, requesting a replat of LOTS 12-16, BLOCK 1 CHRISTESEN ADDITION also known as 427 N 15th STREET, Kingsville Texas.**

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.

SGISD teachers to get incentive pay for work

By Amber Aldaco
Reporter

The Santa Gertrudis Independent School District Board of Trustees approved teacher incentive pay for educators with perfect attendance during a meeting held last week.

Superintendent Corey Seymour said he wanted to reward teachers in the district who have perfect attendance with bonus pay. The idea is to acknowledge those individuals who are going above and beyond in their duties, he said.

"We have some teachers who come to work every day, stay late, I want to be able to reward the individuals who do that," Seymour said.

Seymour said that teachers who also contribute to student growth would be rewarded as well. An example he gave was teachers of students who show

growth on state assessment exams.

"We want to award these teachers who helped push that growth out," Seymour said, adding that teachers of non-testing grade levels and subjects would also have an opportunity for incentive pay. "We have a lot of smart kids. It's really hard sometimes to push those kids up, so you really want people to really push and challenge these kids."

In other business, Seymour discussed the Santa Gertrudis ISD "report card" from the Texas Education Agency. The report card is in reference to the new grading system the TEA will implement for the 2017-18 school year.

Currently, school districts and campuses can receive one of two accountability standards - Met Standard or Improvement Required. However, under the new accountability

system, campuses and districts will receive letter grades of A through F, similar to a student's school report card. Districts and campuses will receive a rating of A, B, C, D or F in four domains and overall performance.

At the beginning of January, Texas legislators received a preliminary, work-in-progress report of potential grades that schools would receive if the system were implemented today.

While Santa Gertrudis ISD and its campuses fared well under the new system, the district and campus did receive low letter grades in the areas of student growth.

"In most of the domains, our SG (Santa Gertrudis) school did really well, with the exception of one domain that we need to work on, and that's with student growth," Seymour said.

"Ninety percent of our kids passed the STAAR or higher. The challenge that we need to do is make sure our kids grow."

"It's not enough for them to pass the test - we need them to go beyond passing the test," he added.

Seymour said that while students may pass a test, the state uses a measure for each student for growth.

"If it takes a 70 to pass a test, the state may say, 'But this kid should be at a 75,'" Seymour explained.

"So, the kid may make a 70 and pass it, and we get a 90 percent or 100 percent of our kids passing, but if that kid is not getting to that 75 point - then we're not growing the kid the way we need to."

"We have to make sure we do our part by making sure every kid that comes on this campus grows. Passing is not enough. They have to grow. If

they're not growing, we're not doing our part, and so we have to do a better job of making sure our students not only pass, but make sure that they grow," he added.

Seymour also addressed the low grade Academy High School received for post-secondary readiness.

Seymour said that while a third of Academy High School students are taking college courses, the state measures how many students pass career and technology classes, also known as CTE or CATE courses. Seymour added that the state also measures how many advanced placement, or AP, courses students are passing.

However, Seymour said, Academy High School students have taken only dual credit college and high school courses. Seymour said more students would now be asked to take ad-

vanced placement courses along with dual credit.

"It hurt us in the long run," Seymour said, noting the passing versus growth measure. "The state changed the game...we just need to learn the new game."

In other business, the board spoke about a vacant seat on the school board after former trustee Patti Longoria resigned when she moved out of the district. Seymour said the board is looking for someone who resides in the district who is interested in serving on the board. The board has received letters of interest. Seymour said, but they welcome anyone in the district who is interested to send a letter of interest to the board.

A new member will be appointed to the board in March.

Amber Aldaco can be contacted at aldaco@kingnews.com or (361) 221-0251.

Runyon

with his family, specifically his 2-year-old granddaughter, Luna, Runyon's only child with her husband, Luna, it so happened, was also Runyon's reason for seeking the appointment to fill her father's seat on the commissioners court, a move that her husband has also supported.

"I just wanted to show Luna that going to school, doing the volunteering, working your way up through the chain as I tried to do, saving away at a copy machine as an intern and doing all that stuff - it leads to something good," she said.

Runyon is a lifelong Kingsville resident - she is a 2002 graduate of H.M. King High School and holds a bachelor's degree in political science from Texas A&M University-Kingsville. She attained that degree while working first in the Kleberg County Clerk's Office and later Kingsville Title Services. In 2003, she took on the role of program coordinator for the county's Comprehensive Energy Assistance Program, which helps low-income families pay utility bills if they cannot afford to do so.

"That program really inspired me," she said. "I saw it help so many people."

Runyon left her position in September 2014, several months after her mother, Doris, lost her battle with pancreatic cancer.

"I think I was so lost without my mom, not being able to ask her questions as a new mother - it was devastating, for sure," Runyon said. "I've come a long way with that."

"I still think about her every day - it's hard not to," she added.

Runyon acknowledged that she was "surprised" when her father moved forward with his retirement, a decision that he privately let her know about prior to his public announcement. That news came in the family's kitchen one day as Lomas, 79, was preparing a batch of menudo, she said.

"I really thought he was joking," she said.

"I'm really glad, though - I'm really glad he's enjoying his retirement," she added.

Now that she has assumed the title of Kleberg County Commissioner, Runyon said she has hopes of helping residents in her precinct have a better quality of life. The area has been acknowledged by county officials as one with a large underserved population, with the Human Services Department situated in that precinct. The department offers public transportation to all residents, but focuses on elderly and disabled individuals, while also operating community centers in the county for senior residents.

Runyon is filling Lomas' unexpired term, which means the seat will be put before voters in 2018. She would not commit to running for a full term at that time, but added that it is a possibility.

"I want to (run). I do, but I just want to make sure it's the right fit for me," she said.

One thing that Runyon sought to clear up during her interview on Wednesday was the idea that because she was Lomas' daughter, she would essentially act as a "puppy dog" or "pupper" to his wishes. She denied that would occur, adding that while her father has already offered advice on what questions to ask or how to respond to certain things, she is looking to forge her own path on the court. Runyon is only the second woman to hold a position on the commissioners court in the county's history - Norma Alvarez was the first.

"I'm proud to be Commissioner Lomas' daughter, but I also want to pave my own way," she said. "We're two different individuals."

Tim Aronza can be contacted at aronza@kingnews.com or (361) 221-0242.

Tuition discounts given for some SGISD applicants

By Amber Aldaco
Reporter

The Santa Gertrudis Independent School District will now offer a discount for full-time King Ranch and SGISD employees who have children in the early pre-kindergarten grade level, officials announced during a meeting held last week.

Superintendent Corey Seymour said that the district will now offer a discount of up to 50 percent to all full-time King Ranch and SGISD school employees who have a child in the pre-K3 class. Since the class for three-year olds is not funded, parents of students in the class are required to pay tuition.

Children who reside in the district attend the school for free.

In other business, Seymour went over the new application and acceptance process for the school district.

Students who live out of the district will now have to apply to the school district every few years.

Parents will now have to apply for every year of pre-kindergarten, along with kindergarten. The admission into kindergarten will be good until fifth grade. Applications will then have to be made for middle school grade levels and a separate application for high school.

Seymour said the interview portion

of the application process will begin in February.

"The interview process is not to eliminate but to accept and bring in," Seymour said.

There are also committees set up for the application process, he said. There is an application committee, Seymour said, and another committee for interviews. The committees will be comprised of administrators, human resources personnel, and a special population administrator.

Veronica Alfaro, the executive director for school improvement and instruction, will lead the committees.

Once an applicant has completed the interview process, the parents will receive a letter stating whether their child was accepted, rejected or wait-listed. Seymour is not on any committee, he said, but he will hear all appeals.

Seymour said the new application process is to ensure that all children who would like to attend the school district have a fair chance to be accepted.

"We're not playing favorites or buddies. I don't have any political ties to anyone around here, so I am going to be as fair as possible. That's just the only way I know how to do things," Seymour said.

Amber Aldaco can be contacted at aldaco@kingnews.com or (361) 221-0251.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday February 13th, 2017 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:

William Dove and Associates, authorized agent, requesting a replat of LOTS 12-16, BLOCK 1 CHRISTENSEN ADDITION also known as 427 N 15th STREET, Kingsville Texas.

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.

PUBLIC HEARING NOTICE

The Zoning Board of Adjustment of the City of Kingsville will hold a Special Meeting on Thursday, February 16, 2017 at 6:00 p.m. The following item will be presented for discussion and/or action:

ITEM NO. 2017-4: Global Signs Inc., authorized agent, is requesting a variance to allow the installation of a pole sign (requirement is a monument sign) at 0.84 Acre, CAESAR PL. ADDITION ANNEX, LOT 1 also known as 1100 S 14th ST.

The meeting will be held at City Hall, 400 W. 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.

Benefits of Preplanning Today

Christian Villa
Pruned Counselor

295 General Canessa Blvd.
Kingsville, TX 78363
info@turcotte-piper.com

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361-592-9394

CONSENT AGENDA

REGULAR AGENDA

AGENDA ITEM #1

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

TO: Mayor and City Commissioners
FROM: Jesus A. Garza, City Manager
DATE: February 9, 2017
SUBJECT: Wilson Building Project by TAMUK

Summary:

Presentation by TAMUK to go over there project to revive the Wilson Building located at 231 E. Kleberg.

Background:

The Wilson Building Downtown located at 231 E. Kleberg is currently owned by TAMUK. It was donated to TAMUK in 2011 by the Wilson family. Since that time TAMUK has had challenges in finding a purpose and funding for the buildings restoration. They now have found both and TAMUK will undertake a project that, at the end, will be a new building that better resembles the historic origin of the building. Attached is a study done in 2013 by the Texas Historical Commission that outlined the conditions of the building and noted what the original building's façade was.



TEXAS HISTORICAL COMMISSION

July 31, 2013

Texas Main Street Center Design Report

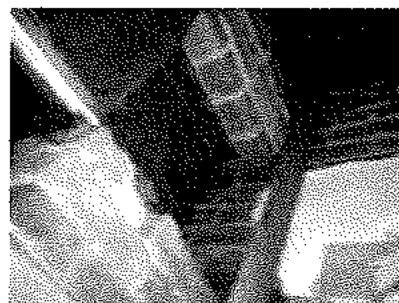
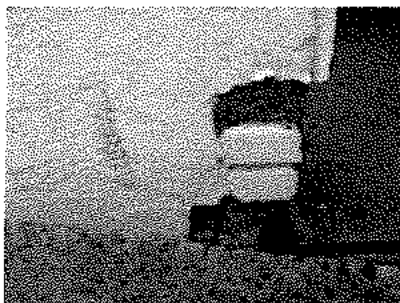
Re: 231 E Kleberg/Innovation Lab
City: Kingsville
By: Sarah Blankenship *Project Design Assistant* and Howard Langner *Architect*

*Not for regulatory approval, permitting, or construction
Howard Langner, Architect, Texas Historical Commission*

Prior to making any improvements to the building façade(s), the building owner should perform a thorough review of the major structural components of the building, including the roof, walls, and foundation. All mechanical and electrical systems should be well maintained in conformity with applicable codes and ordinances. Building uses and interior arrangements of program spaces should also be in conformity with applicable codes and ordinances.

Design Request and Existing Conditions

Design Assistance was requested for the building at 231 E Kleberg, known as Innovation Lab. The best case scenario would be to remove the current stucco and reveal the original brick underneath. The owner's would also like to replace the existing storefront with a more traditional wood storefront. Below are photos of the existing conditions:



Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276
512.463.6100
fax 512.475.4872
thc@thc.state.tx.us



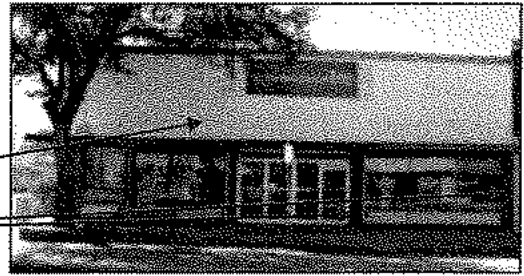
TEXAS HISTORICAL COMMISSION
real places telling real stories

www.thc.state.tx.us

Stucco and panel removal:

Staff has already provided information and concern about removing the stucco via email and phone. The information will also be included in this report for reference.

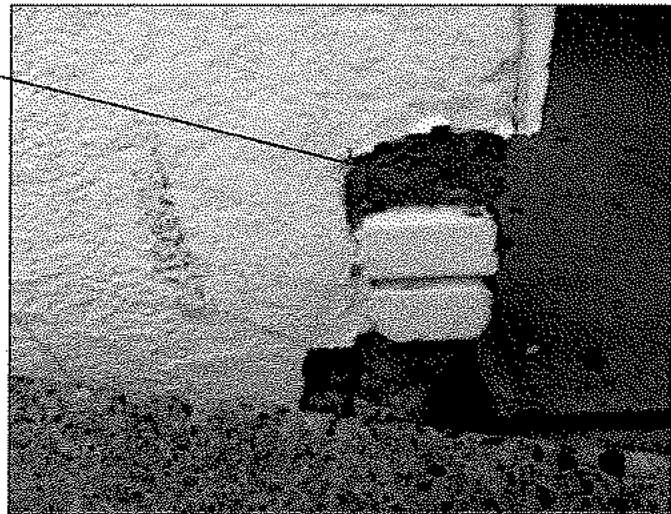
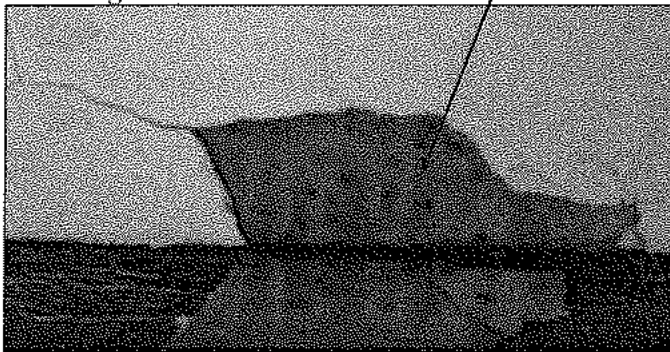
At some time in the past, the brick was covered over with stucco, mainly on the upper facade. Metal panels cover the brick on either side of the storefront on the first floor.



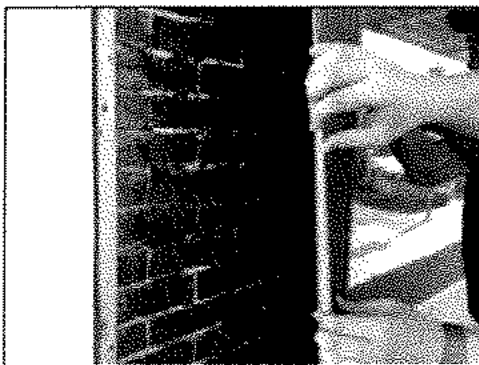
It is **not** recommended to remove the stucco from the brick. Often times stucco was applied to modernize the building to keep up with current trends. On the other hand, stucco was applied to hide issues with the brick. When the stucco was applied, the surface of the brick was often chiseled away or otherwise damaged to allow the stucco to adhere to the brick (seen right). Detailed brickwork was often knocked off so that the stucco could be applied smoothly. In some cases, a metal mesh was nailed into the brick to give the stucco a surface to adhere to.



In the close up views sent of 231 E. Kleberg one photo shows damage to the bricks hard outer surface. The other photo shows an additional grey material (possibly concrete) applied underneath the stucco indicating an additional obstacle to stucco removal.



If the owners still desire to attempt to remove the stucco, additional small test patches should be done to see how the stucco was applied. If the brick is found to be damaged, the stucco should not be removed, as damaged brick is susceptible to moisture infiltration and further damage. A brick is strongest on its outer, fire-baked surface. Once the outer 'crust' is damaged, the soft brick on the inside can erode quickly, causing structural failure.



The metal panels that are shown pulled back reveal brick underneath that appears to be in good condition in terms of retaining the hard outer surface. They are however covered in an adhesive used to attach the metal panels. The adhesive can be difficult to remove and visually unappealing if all of it cannot be successfully removed. Below are two resources with advice on cleaning brick and removing mastic/adhesive. Preservation Brief #1: <http://www.nps.gov/tps/how-to-preserve/briefs/1-cleaning-water-repellent.htm>

General Service Administration's Tech notes on removal of adhesive residue: <http://www.gsa.gov/portal/content/112822>

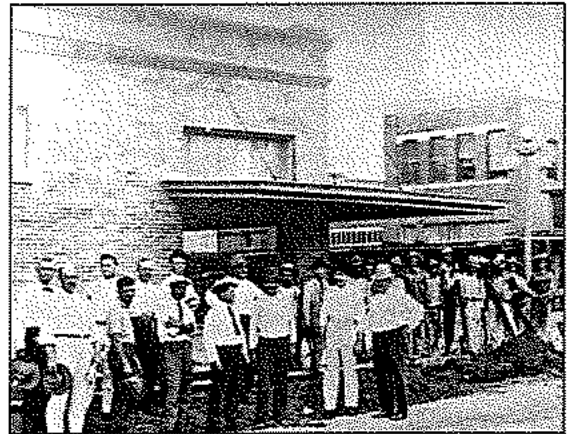
Design Recommendations:

Three renderings have been provided for this building. It was requested to show one option with brick and one with stucco. Two have been provided for the stucco option as staff does not consider stucco removal a viable option.

Storefront/transom/canopy:

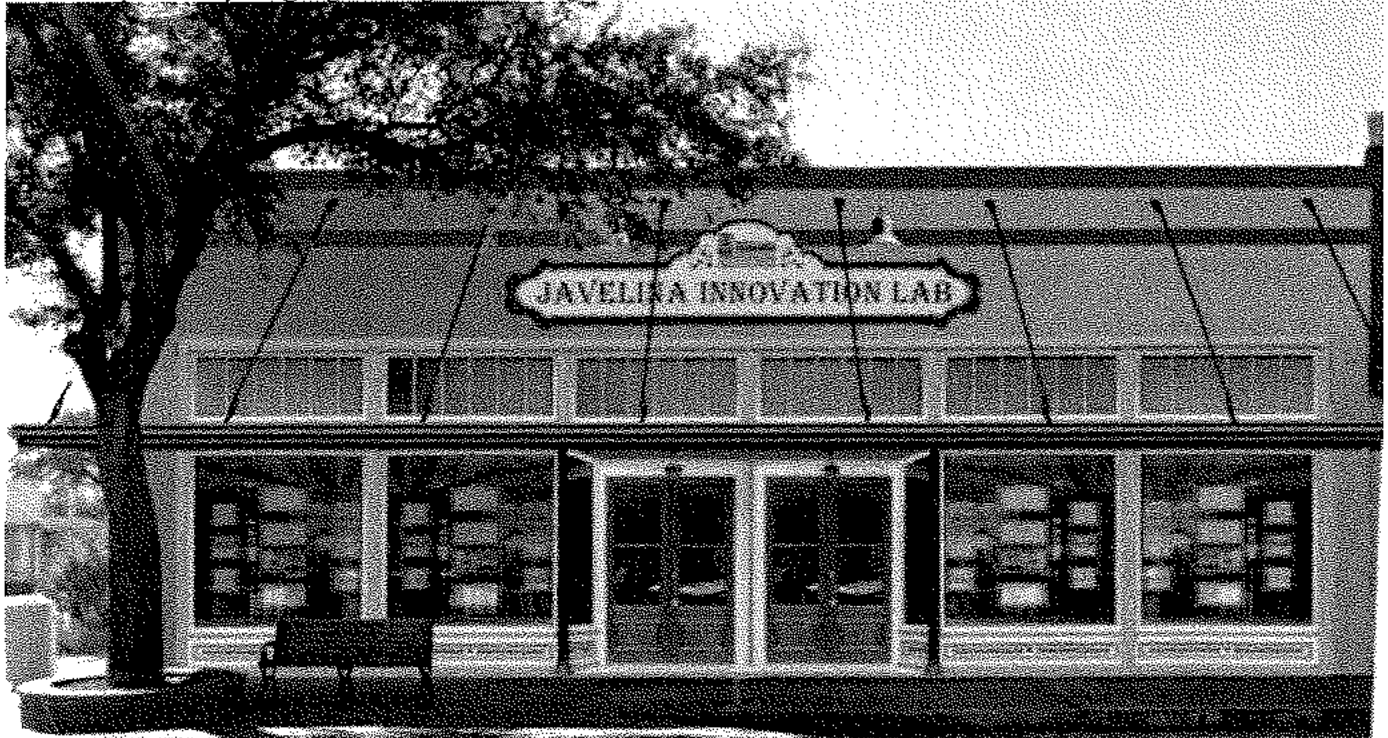
A traditional wood storefront has been shown in all three renderings as requested. Metal columns are seen on the existing photo on either side of the front door. These columns have been retained in the new storefront design.


Historical photos were provided of the building, but the angle and people in front obscure the detailing and configuration of the storefront. The general transom windows proportions can be seen but only on the side of the building. The canopy can be seen quite well and interesting to note is how high the tie rods are anchored on the building. Two stripes are noted on the upper façade. Staff has based the renderings on the clues in this photo. Staff encourages further research to see if additional historical photographs can be found of the building.



Rendering 1 (below):

Note the period style signage with gooseneck lights to illuminate it.



 TEXAS HISTORICAL COMMISSION <small>The State of Texas, Department of Transportation</small>	PROJECT: 231 E. Kuykendall Ave. CITY: Kuykendall DRAWN BY: Sarah J. Blankenship DATE: 7/20/2013 ARCHITECT: Howard Langner <small>Not for regulatory approval, permitting, or construction</small>	SHEET NUMBER 1
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------

Rendering 2 (below):

Rendering two illustrates the general appearance of brick. Tan bricks and red bricks were seen in the photographs sent to the Texas Main Street Center so the building may not be red brick on the entire facade

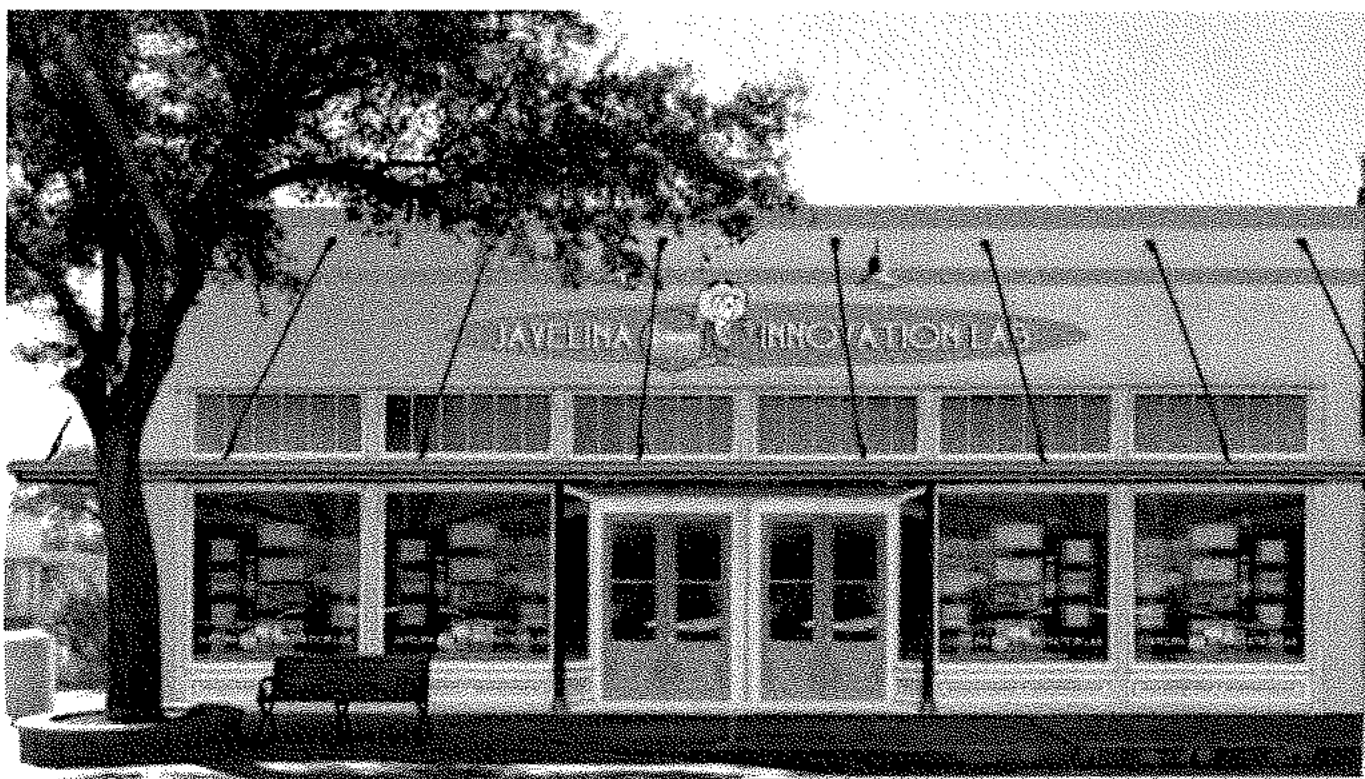
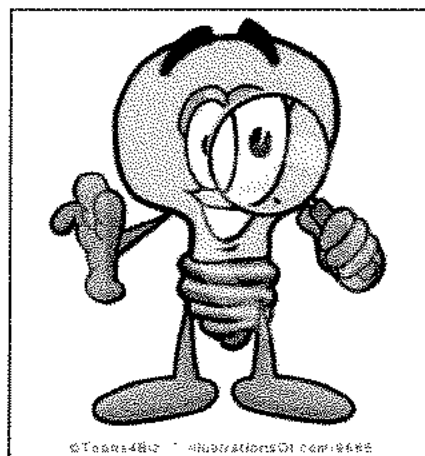




All of the options show window displays where the students work can be tidily displayed and spot lit. Below are some examples of similar hanging systems that use wire and plexi-glass/glass to display information. Storefront displays are very important for pedestrian activity in a Main Street district.



Rendering 3 (below):

Rendering three suggests an alternative sign appearance. This option uses a visual interpretation of "innovation lab" with a light bulb cartoon holding a magnifying glass. The school logo is held by the light bulb cartoon in the light teal circle. If this specific image is picked for sign reproduction, it should be purchased from the site it was found on to avoid copyright problems: <http://www.illustrationsof.com/9665-royalty-free-light-bulb-clipart-illustration>



 TEXAS STATE SEAL	 TEXAS HISTORICAL COMMISSION	PROJECT: 291 S. Rosenberg Ave	SHEET NUMBER 3
		CITY: Wagonville	
DRAWN BY: Sarah J. Blumenship		DATE: 7/26/2013	
ARCHITECT: Hensper Langner		Not for regulatory approval, permitting, or construction	

Canopy

The current canopy has the general appearance of a historic canopy; however the materials have been modernized. While this canopy is satisfactory, it could be improved in appearance. On the underside of a canopy, wood or pressed metal is historically common and gives a more sophisticated appearance. Horizontal bead board or pressed metal could be considerations to add to the underside of this existing canopy, below are some examples of these materials. The front fascia on the historical photo is more elaborate and is most likely made of wood. The historic profile should be analyzed and replicated if possible.



Pressed tin/metal:



Wooden Beadboard:



Guidance for Rehabilitation

The Texas Main Street Program helps Texas cities revitalize their historic downtowns and neighborhood commercial districts by utilizing preservation and economic development strategies. The Secretary of the Interior's Standards for Rehabilitation is a list of ten ways to approach rehabilitation on historic buildings. The Texas Historical Commission uses this list of standards when analyzing and making recommendations for a project. The standards can be found here: http://www.nps.gov/hps/tps/standguide/rehab/rehab_standards.htm

Rehabilitation is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

Funding

There are many options for funding preservation projects. As part of a designated Main Street community, the property owner has as a resource the local Main Street manager who can help you research and identify sources of additional funding.

The THC and TMSP also can make available various documents they have compiled that comprehensively identify many of these avenues for funding and financing. These include "***Funding Methods for Main Street Communities, 2012***" and "***THC Funding and Assistance for Preservation Projects 2012***". There are funding sources at the local, state and federal levels and they are outlined in those documents. The list provides only brief summaries of potential funding sources, and information including eligibility requirements and application deadlines that are subject to change without notice. Please contact possible grantors directly for more information on their programs.

If the scope of work exceeds available sources of funding, the project should be phased accordingly, but these options for funding can still be utilized.

While the availability of some of these funding sources will vary depending on certain characteristics of your building or whether your community participates in certain programs, some tools to point out are:

- Certified Local Government is a program in the Texas Historical Commission (THC) that has a grants component. For more information please visit <http://www.thc.state.tx.us/grantsincent/gracig.shtml>.
- Investment Tax Credits are available at the federal level. For more information please see <http://www.nps.gov/hps/tps/tax/index.htm>.
- Americans with Disabilities Act (ADA) tax credit/deduction for making ADA improvements. Please see <http://www.ada.gov/taxcred.htm> for more information.
- Brownfields Site Assessment (BSA) Program and the Targeted Brownfields Assessment (TBA) are for properties that are being underutilized or where a property transaction is complicated by the real or perceived presence of contamination, which can include asbestos and lead paint. The Texas Commission on Environmental Quality (TCEQ), in cooperation with local, state, and federal partners, is facilitating cleanup and revitalization of brownfields properties in Texas through regulatory, tax, and technical assistance. For more information visit: <http://www.tceq.texas.gov/remediation/bsa/bsa.html/> or call 512-239-1000. The TCEQ works very closely with the Environmental Protection Agency (EPA) which offers a free Targeted Brownfields Assessment (TBA). Contact the EPA Region 6 Main Office at 214-665-2760 or 1-800-887-6063 <http://www.epa.gov/region6/r6coment.htm>
- Localized financial tools can include façade grants or other direct assistance programs that come through sources such as local economic development organizations.

After the owner has had a chance to review the recommended concept, the Texas Main Street Design Center Staff will work with the owner(s) to help develop their rehabilitation plan for this particular building. It is also requested that TMSDC be notified when clarification of design elements might prove helpful or when an alternate scheme is contemplated. Please contact Sarah Blankenship (512) 463-9129/ sarahb@thc.state.tx.us or Howard Langner (512) 305-9045/ howard.langner@thc.state.tx.us.

AGENDA ITEM #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: February 3, 2017

SUBJECT: Request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit, for the establishment known as Spice Station Food Mart at 606 E. King

Summary: The property owner Zohair Charonia is requesting an alcohol variance for this location which is 606 E. King.

Background: This location is the site of what was the JC3 Mart. The property owner named above has purchased the property and desires to have a Wine and Beer Retailer's Permit. The JC3 Mart did have a Retailer's Wine and Beer Off-Premise Permit. Due to the change in ownership the new owner is required to apply for a permit. There is a daycare within 1,000 feet of this building.

Financial Impact: In my belief almost anytime a vacant building that becomes occupied by a business in this case, will have a positive financial impact for the community. In addition to the sales that will occur, an operating business (in a once vacant building) along one of our major corridors reflects a positive appearance and business climate for those who drive by.

Recommendation: Approve the alcohol variance as requested.



CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 606 E King Ave Nearest Intersection _____

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Zohair Charania Phone 979 571 8232 FAX _____

Email Address (for project correspondence only): Zohair iqbal@yahoo.com

Mailing Address 1520 Willowood Blvd City Kingsville State TX Zip 78363

Property Owner Zohair Charania Phone 979 571 8232 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 type="checkbox"/> Re-zoning Request _____	\$250.00	<input type="checkbox"/> Re-plat _____	\$250.00
<input type="checkbox"/> SUP Request/Renewal _____	\$250.00	<input type="checkbox"/> Vacating Plat _____	\$50.00
<input checked="" type="checkbox"/> Zoning Variance Request (ZBA) _____	\$250.00	<input type="checkbox"/> Development Plat _____	\$100.00
<input type="checkbox"/> PUD Request _____	\$250.00	<input type="checkbox"/> Subdivision Variance Request _____	\$25.00 ea

Please provide a basic description of the proposed project:

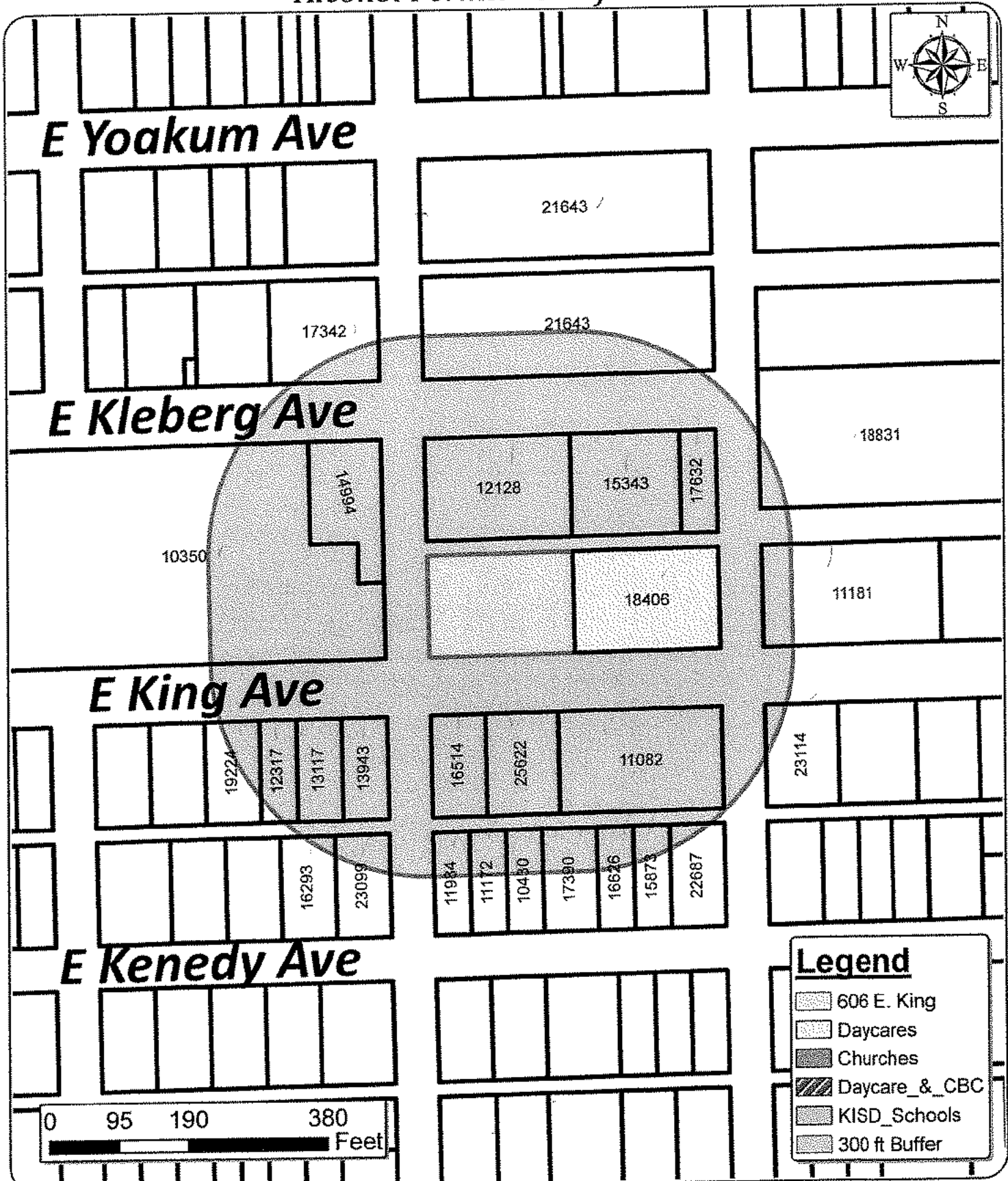
I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature  Date: 01/23/17

Property Owner's Signature _____ Date: _____

Accepted by: _____ Date: _____

Alcohol Permit - 300 ft. Radius



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

11 Page	Drawn By: Engineering Dept.	<p>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.</p>	<p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-6005 Fax: 361-595-8035</p>
	Last Update: 1/20/2017		
	Note: Please see attached documents.		

EDDIE YAKLIN
P O BOX 112
KINGSVILLE, TX 78364-0112
#17342

HEB GROCERY INC
ATT PROPERTY TAX DEPT
PO BOX 839999
SAN ANTONIO, TX 78283-3999
#10350

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

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

JOHN R WOMACK EST
%WOMACK & WOMACK CPA
PO BOX 1147
KINGSVILLE, TX 78364-1147
#13117

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

MARIA IMELDA HERRERA
MAGDA LIZA GARCIA ETAL
522 E KENEDY AVE
KINGSVILLE, TX 78363-5665
#16293

JOSE CASALS
ANA CASALS
PO BOX 10608
CORPUS CHRISTI, TX 78460-0608
#11172

EDDIE RAMON
ETUX KALYNN
1906 MORNINGSIDE DR
ALICE, TX 78332-3006
#16626

MICHAEL J KRIEGER
PO BOX 1538
KINGSVILLE, TX 78364-1538
#21643

HALEIGH RENTALS L L C
529 E KLEBERG AVE
KINGSVILLE, TX 78363-3874
#14994

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

THOMAS W CUNNINGHAM
ETUX RICKI W
515 E KING AVE
KINGSVILLE, TX 78363-5668
#19224

JOHN R WOMACK EST
%WOMACK & WOMACK CPA
PO BOX 1147
KINGSVILLE, TX 78364-1147
#13943

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

JRW LIMITED PARTNERSHIP
1419 S 11TH ST
KINGSVILLE, TX 78363-6307
#23099

ERICA NGO
810 E KING AVE
KINGSVILLE, TX 78363-5785
#10430

MCCOSLIN J R
1710 CROSSHAVEN
LEWISVILLE, TX 75077
#15873

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

HALEIGH RENTALS LLC
218 S 14TH ST
KINGSVILLE, TX 78363-5839
#12128

HALEIGH RENTALS LLC
529 E KLEBERG AVE
KINGSVILLE, TX 78363-3874
#18406

ROBERT J UNDERBRINK
ETAL TOM J RUSSEK EST
1401 MICHAEL ST
KINGSVILLE, TX 78363-6953
#12317

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

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

LOIDA G UTLEY
JOE H UTLEY JR
602 E KENEDY AVE
KINGSVILLE, TX 78363
#11984

CLIFTON CLEMONS
28319 WILLIS RANCH
SAN ANTONIO, TX 78260
#17390

ERNEST G GARZA JR
HARLIE M ISASSI
630 E KENEDY AVE
KINGSVILLE, TX 78363-5775
#22687

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, February 13, 2017 at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit, for the establishment known as Spice Station Food Mart at 606 E King.

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

Kleberg County Sheriff's Office arrests two on drug charges

By Tim Acosta
Managing Editor

Investigators with the Kleberg County Sheriff's Office recently arrested two individuals on drug charges following a search at a motel in the 2200 block of E. King Ave. Lt. David Mendoza, with the KC-SO's Criminal Investigations Division, said investigators executed a narcotics search warrant at about

5 p.m. on Jan. 21. The department was conducting an investigation into reports from the public that someone was dealing drugs out of a room at the Executive Inn motel. That investigation led to the Jan. 21 search warrant operation.

When deputies made entry into the apartment, they discovered varying amounts of marijuana, cocaine and synthetic marijuana, Mendoza said. The couple in the

room, identified as 34-year-old Juan Santos Gonzales and 26-year-old Gloria Vargas, surrendered to investigators without incident. The pair had been living in the room for some time, Mendoza said. Both Vargas and Gonzales were later transported to the Kleberg County Jail, where they were still being held as of press time.



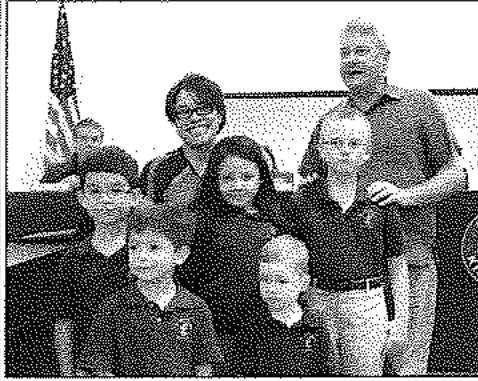
Gloria Vargas



Juan Santos Gonzales

See Bust, Page 5A

Celebrating National Catholic Schools Week



Kingsville Mayor Sam Fugate on Monday presented students and faculty of St. Gertrude Catholic School with a proclamation in recognition of National Catholic Schools Week, which runs from Jan. 29-Feb. 4. National Catholic Schools Week was started in 1974 to celebrate Catholic education in the United States. (Photo by Tim Acosta)

Two KPD officers named employees of the month



City Manager Jesús Garza on Monday announced that two Kingsville Police Department officers were named December's employees of the month. Warrant Officer Tom Davis, left, and Cpl. Vincent Murray, middle, were honored for their service to the community. Davis and Murray were honored for their work to gather donations and organize events in which the department was able to give back to the community during the Thanksgiving and Christmas holidays. Those efforts were shared on social media, with a video showing the department's Christmas traffic stops for good driving behavior (and rewards for those drivers) going viral. (Photo by Tim Acosta)

FREE TAX HELP

For Families Earning Less Than \$54,000

Texas Community Federal Credit Union and Partners offer a
FREE TAX ASSISTANCE Preparation Program
to qualifying families and individuals

We CAN help you with:

- Preparation of form 1040, 1040EZ, and 1040A.
- Schedules 1, 2 and 3.
- Earned income credit (EIC).
- Form 2441 - child and dependent care credit.
- Form 5812 - additional child tax credit.
- Form 8863 - education credit.

We CANNOT help you with:

- Capital gains and losses on investments, schedule C.
- Depreciation or amortization of assets.
- Purchase or sale of a business.
- Businesses that claim use of a home.
- Businesses with inventory.
- Rental income schedule E.
- Corporate returns.
- Schedule K or K-1 income.
- Non-resident returns (1040NR).
- We will not prepare complicated and advanced schedule D.

All tax returns and related services must be within the scope of what our staff and volunteers are trained to prepare. Any issues outside of this scope, as determined by the site coordinator, cannot be addressed at Texas Community Federal Credit Union.

VOLUNTARY INCOME TAX ASSISTANCE SITE

WHERE: Texas Community Federal Credit Union
605 E. Caesar, Kingsville, Texas 78363

BEGINNING: Thursday, January 26, 2017

HOURS: Thursdays: 1:00 p.m. - 8:00 p.m.
Saturdays: 9:30 a.m. - 1:00 p.m.



Hours subject to change.
Call 595-5538 to confirm.

Qualifications for VITA Services:

- Must bring a valid Social Security or ITIN card for all family members.
- Must bring valid picture identification.
- Your income must be less than \$54,000.
- Must bring all W2s and 1099s (if appropriate).

Earned Income Tax Credit Qualifications:

- Must have earned income during the past year.
- Your income must be less than \$54,000 (married filing jointly and have more than three qualifying children).
- Your qualifying children cannot be claimed by more than one person.
- Must be a U.S. Citizen or resident alien.
- Other rules may apply, so consult with your VITA volunteer for more specific information.

WOMEN'S ONLY FITNESS TRAINING

SIGN UP NOW

South Texas Martial Arts
547 East Kleberg Ave.
Kingsville, TX 78363

361-522-1380

LIMITED AVAILABILITY

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, February 13, 2017 at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit, for the establishment known as Spice Station Food Mart at 606 E. King, Kingsville, Texas.

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

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Friday 8:00 am - 5:00 pm

NO WAITING



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Men's/Women's Health

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CITY OF
KINGSVILLE

MEMORANDUM

DATE

Friday, January 20, 2017

TO

Mary Valenzuela, City Secretary

FROM

Engineering Department

SUBJECT

Alcohol License for 606 E. King

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 606 East King Avenue, we have concluded that the property in question does fall within the 1,000 ft boundary of a daycare; therefore, it will require a variance according to City Ordinance sections 11-3-4&5. Notices must be sent to the property owners within the 300 foot boundary and a public hearing and publication in the local newspaper is required.

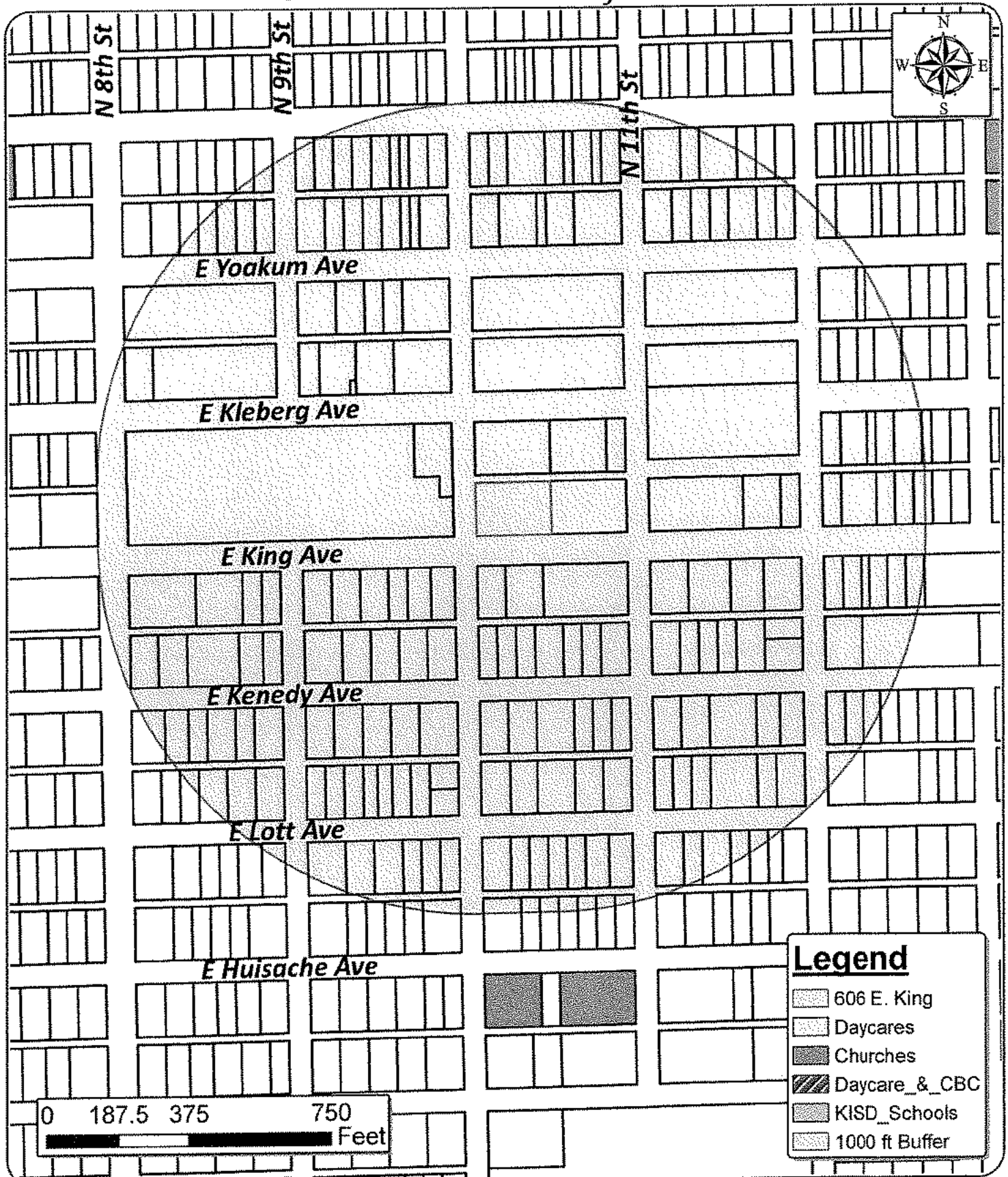
Thank you,

Engineering Department

Attachment 1 shows the property and the relative location of the daycare; suspected to be close to the property. Smart Planet Children's Center is within the 1,000 foot boundary.

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

Alcohol Permit - 1000 ft. Radius



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

Page 1/1	Drawn By: Engineering Dept.	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.		
	Last Update: 1/20/2017			CITY OF KINGSVILLE ENGINEERING DEPARTMENT 260 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035
	Note: Please see attached documents.			



OFF-PREMISE PREQUALIFICATION PACKET

L-OFF
(01/2016)

received
1-20-17

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

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

LOCATION INFORMATION

1. Application for: ☒ Original

☐ Reinstatement

License/Permit Number _____

☐ Change of Licensed Location

License/Permit Number _____

2. Type of Off-Premise License/Permit

☒ BQ Wine and Beer Retailer's Off-Premise Permit

☐ LP Local Distributor's Permit

☐ BF Beer Retail Dealer's Off-Premise License

☐ E Local Cartage Permit

☐ P Package Store Permit

☐ ET Local Cartage Transfer Permit

☐ Q Wine Only Package Store Permit

☐ PS Package Store Tasting Permit

3. Indicate Primary Business at this Location

☐ Grocery/Market

☐ Convenience Store without Gas

☐ Liquor Store

☐ Miscellaneous _____

☒ Convenience Store with Gas

4. Trade Name of Location

Spice Station Food Mart

5. Location Address

606 E King ave

City

Kingsville

County

Kleberg

State

Tx

Zip Code

78263

6. Mailing Address

1520 Wild Wood Trail

City

Kingsville

State

Tx

Zip Code

78363

7. Business Phone No.

(979) 571-8232

Alternate Phone No.

() -

E-mail Address

Zohair_igbal@yahoo.com

OWNER INFORMATION

8. Type of Owner

☒ Individual

☐ Corporation

☐ City/County/University

☐ Partnership

☐ Limited Liability Company

☐ Other _____

☐ Limited Partnership

☐ Joint Venture

☐ Limited Liability Partnership

☐ Trust

9. Business Owner/Applicant

Zohair Charania

AGENDA ITEM #3

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: February 3, 2017

SUBJECT: Mobilitie, LLC requesting a special use permit for the installation of a wireless telecommunications pole at Ronning 1, Block 1, Lot 24,25 also known as 1018 E. King

Summary: The Mobilitie, LLC is requesting special use permit to install a utility pole at 1018 E. King. Since the pole will be 120 feet in height and in a nonresidential zoning a Special Use Permit is required.

Background: The Mobilitie LLC, is wanting to install a telecommunications tower in the Right of Way in front of the vacant lot, 1018 E. King. It is common practice for them to put these towers in the right of way. They do realize that prior to any construction a right of way permit will need to be granted from TXDOT. Mr. Gene Jones did show up and was against the location of the pole at that spot. The representative from Mobilitie did state that they have the leeway for a 50 foot radius to locate the pole. The location from the tower starts with information from providers who want to be on the tower and want to improve service to their customers. They would install the tower from King Street so they would also have to have a permit for a temporary street closure for their equipment to dig and install the tower. The 50 foot leeway would allow Mobilitie to locate the tower on the east end of the property which would seem to minimize any entrance issues if and when the property was developed. I believe there is a driveway cut for the property at the west end. There is no sidewalk there currently. It is my understanding that this tower requires a 40 inch base.

Financial Impact: While there would be direct financial impact to the city, I believe that anytime you improve technology in a community, cell phone service in this case, that there will be a positive financial impact in the future. This tower would allow conceivably citizens in the



City of Kingsville
Department of Planning and Development services

community and businesses to have better telecommunication service which could lead to other positive outcomes.

Recommendation: The Planning and Zoning Commission voted 5 to 0 to recommend approval of the special use request with the following condition that Mobilitie and Mr. Gene Jones communicate concerning the location of the tower.



To: Planning and Zoning Commissioners

From: Tom Ginter, Director

Date: January 27, 2017

Subject: Agenda Item #1 – 1018 E King

Summary:

Mobilitie LLC, is wanting to install a utility pole at 1018 E King. Due to the height of the tower and the zoning being non-residential a Special Use Permit is required. Enclosed is a copy of the table that reflects this requirement.

Background:

Mobilitie LLC, is wanting to install a utility pole for strictly cell phone service is my understanding. This pole is 120 feet which is why a Special Use Permit is needed. It is my understanding that they plan to install the monopole tower from King Street so a temporary street closure permit will be needed from TxDot.

At this time, it is their intention not to drive on private property during the installation process.

Recommendation:

Work being done to improve cell service is always a positive sign for the community. Unless they are any objections, I would recommend approval.

ORDINANCE #2017-_____

AMENDING THE ZONING ORDINANCE GRANTING A SPECIAL USE PERMIT TO INSTALL A WIRELESS TELECOMMUNICATIONS POLE FOR MOBILITIE LLC AT RONNING 1, BLOCK 1, LOT 24, 25 ALSO KNOWN AS 1018 E. KING AVENUE; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the City Commission approved a wireless telecommunications facilities ordinance (sections 15-6-45 through 15-6-51) in 2001, as allowed by the Federal Telecommunications Act of 1996, and modified it in 2004 to regulate the placement, construction, and modification of cellular telephone facilities and other personal wireless telecommunication service facilities in order to protect and promote public safety, minimize and mitigate any adverse visual or aesthetic impacts on the community and promote the orderly development of telecommunication facilities within the city; and

WHEREAS, city staff has received an application from Mobilitie LLC agent Katie Shetler for the installation of a 120 foot wireless telecommunications pole in a non-residential area; and

WHEREAS, the applicant plans to install a 120-foot monopole tower in the City's right-of-way in a non-residential area, but Appendix C to the City ordinance requires a Special Use Permit process as the pole monopole tower is over 85 feet and is to be located in a non-residential area; and

WHEREAS, the Planning and Zoning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Mobilitie LLC, for amendment to the zoning map of the City of Kingsville with the request based on City Code sections 15-6-45 and 15-6-46;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, February 1, 2017, during a meeting of the Planning and Zoning Commission, and on Monday, February 13, 2017, during a meeting of the City Commission, in the Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning Commission by a 5-0 vote to APPROVE the requested rezone; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for an up to 120 foot wireless telecommunications monopole in a non-residential area at Ronning 1, Block 1, Lot 24, 25 also known as 1018 E. King Avenue, Kingsville, Texas as more specifically described on the site plan attached as Exhibit A.

SECTION 2. That the Special Use Permit granted in Section 1 of this Ordinance is subject the following conditions:

1. **ALLOWED USE:** The only use authorized by this Special Use Permit is for a wireless telecommunications pole in a non-residential area at Ronning 1, Block 1, Lot 24, 25 also known as 1018 E. King Avenue, Kingsville, Texas.

2. **TIME LIMIT:** This Special Permit is good for the duration of the business from the date of this ordinance **unless** (a) the property is not being used for the purpose outlined in Condition 1, or (b) any other conditions have not been complied with, or (c) there is a change in ownership of the business.

3. **SPECIAL CONDITION:** (3.1) The applicant shall obtain all required licenses for operating the business and permits as applicable for building, fire and health thereby meeting all adopted codes to operate said business, and shall cooperate with all annual fire safety, health, and sanitation inspections, in order to maintain compliance with state and city regulations for a business at the location. (3.2) All activity on site shall be in complete compliance with all City codes, especially the nuisance, fire, building and zoning codes.

SECTION 3. That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

SECTION 4. That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

SECTION 5. That to the extent that 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 6. That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

SECTION 7. That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the 13th day of February, 2017.

PASSED AND APPROVED on this the 27th day of February, 2017.

EFFECTIVE DATE: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

By: _____
Courtney Alvarez, City Attorney

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

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1018 E. King Nearest Intersection 14th / 15th

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Mobilite, LLC Phone 361-446-0105 FAX _____

Email Address (for project correspondence only): kdeshetler@mobilite.com

Mailing Address 3475 Piedmont Road #100 City Atlanta State GA Zip 30305

Property Owner City of Kingsville Phone 361-595-8055 FAX _____

Email Address (for project correspondence only): sresender@cityofkingsville.com

Mailing Address P.O. Box 1458 City Kingsville State TX Zip 78364

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

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

Telecommunication pole in existing city ROW

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 Katie [Signature]

Date: 1/23/17

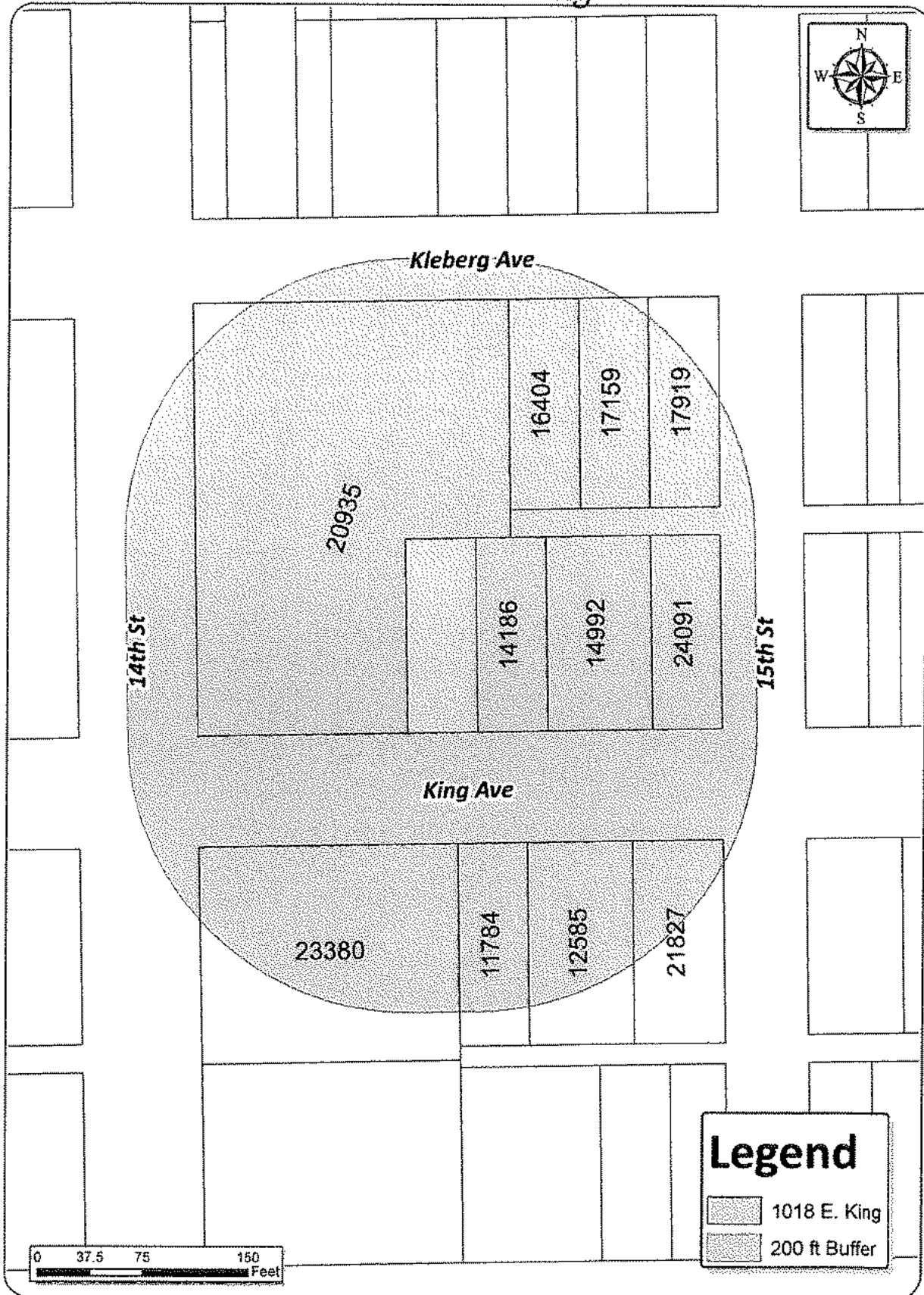
Property Owner's Signature _____

Date: _____

Accepted by: _____

Date: _____

1018 E. King



WOODBINE PROPERTY
ASSOCIATES LP
90 MAIN ST. STE 301
HACKENSACK, NJ 07601-7128
#20935

RAYMUNDO GUERRA
JOSE LUIS GUERRA JR
1266 E KING AVE
KINGSVILLE, TX 78363-5934
#17919

HAL E BUELL
ETUX KATHLEEN
2614 LAZY LN
ROSENBERG, TX 77471-5624
#24091

N&D BARNETT LLC
% NOLAN BARNETT
202 FALLS DR
SUNNYVALE, TX 75182
#12585

JULIAN JAVIER ALANIZ
1023 E KLEBERG AVE
KINGSVILLE, TX 78363-4741
#16404

VIRGINIA S JONES
PO DRAWER A
KINGSVILLE, TX 78364-1603
#14186

MCDONALDS CORP
042/0168
PO BOX 1455
KINGSVILLE, TX 78364-1455
#23380

FRANCES C BARRAZA EST
1600 E AILSIE AVE
KINGSVILLE, TX 78363-6911
#21827

RAYMUNDO GUERRA
1025 E KLEBERG AVE
KINGSVILLE, TX 78363-4741
#17159

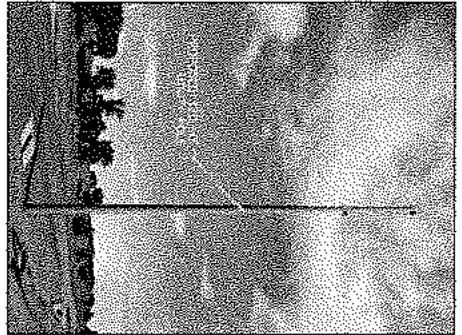
GENE M JONES
PO DRAWER A
KINGSVILLE, TX 78364-1603
#14992

MCDONALDS CORP
042/0168
PO BOX 1455
KINGSVILLE, TX 78364-1455
#11784

APPENDIX C. - TELECOMMUNICATIONS

Sec. 1. - Zoning districts where telecommunications facilities are authorized.

Telecommunication Facility Type	Zoning District Type			Code Reference
	Nonresidential	Residential	Historical/Cultural	
Amateur Radio Towers under 50 feet (15 m)	Yes	Yes	No	<u>§ 15-6-48(B)</u>
<i>Self-supporting Lattice, Guyed and Other Towers</i>				
- 0 to 50 feet (15 m)	Yes	No	No	<u>§ 15-6-48(D)</u>
- over 50 feet (15 m)	SUE ^{3,4}	No	No	<u>§ 15-6-48(D)</u>
<i>Monopole Towers</i>				
- 0 to 85 feet (26 m)	Yes	SUE ³	No	<u>§ 15-6-48(C)</u>
- over 85 feet (26 m)	SUE ^{3,4} ✕	No	No	<u>§ 15-6-48(D)</u>
<i>Alternative Mounting Structures</i>				
- 0 to 100 feet (30 m)	Yes	SUE ^{3,5}	Stealth	<u>§ 15-6-48(E)</u> (1)
- over 100 feet (30 m)	SUE ³	SUE ³	Stealth	<u>§ 15-6-48(E)</u> (2)



1 EXHIBIT PHOTO - GENERIC (NOT SITE SPECIFIC)
SCALE N.T.S.



2 AERIAL SITE LOCATION
SCALE: N.T.S.



NOTE:
THIS SITE PLAN WAS GENERATED WITHOUT THE USE OF A SURVEY. PROPERTY LINES, POWER & TELECOMILITY PINT CONNECTIONS/POLES AND EASEMENTS SHOWN ON THESE PLANS ARE ESTIMATED.

NOTE:
PROPOSED 120' POLE IN THE R.O.W.
R.O.W. BOUNDARIES TO BE CONFIRMED AFTER
SURVEY



3 ENLARGED SITE PLAN
SCALE: N.T.S.



MOBILITIE, LLC

PROJECT NUMBER:	150000106
ISSUED BY:	HR
CHANGED BY:	HR

[illegible]

IF IN A SITUATION OF THE LOW PEAR APP
PENSION, UNLESS THEY ARE ACTING UNDER
THE DIRECTION OF A LICENSED PROFESSIONAL
MEMBER IN A FIRM THIS DOCUMENT

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014800, -97.05533
0000000. TX 70363

EXHIBIT PHOTO &
ENLARGED SIDE FRAME

1.0

AGENDA ITEM #4

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: February 3, 2017

SUBJECT: Request a replat of lots 12-16, Block 1 Christesen Addition also known as 427 N. 15th Street

Summary: Bill Dove, authorized agent for the property owner is requesting a replat of the property. The replat consist of turning 5 lots into 2 lots. There is a copy of the proposed replat in the packet.

Background: This replat is pretty straight forward. In talking with the property owner his desire is to have more ground so he can build a home on each tract that comes from the replat.

Financial Impact: By approving the replat the property owner will build two homes which is a positive for the community in terms of development.

Recommendation: While I have had a call from a property owner on the list that were notified once he was told as to what was going to happen, he was in favor. Approve the replat as requested.



CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 427N 15th Nearest Intersection Lee & 15th St
(Proposed) Subdivision Name Replat lots 1-6 Lot Block 7 Tracts A & B
Legal Description: LOTS 6-12 Block 7 CHRISTENSEN ADD
Existing Zoning Designation C-2 Retail Future Land Use Plan Designation Residential

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Bill Doe Phone (361) 244-0799 FAX _____
Email Address (for project correspondence only): glenn.doe@wildblue.net
Mailing Address 111 Brown Trail City San Antonio State TX Zip 78393
Property Owner Royce Herrera Phone 361 355-3225 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 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

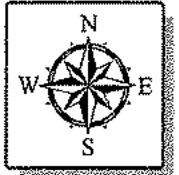
Please provide a basic description of the proposed project:

Replat 5 lots into 2 lots

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 Royce Herrera Date: 21-06-17
Property Owner's Signature _____ Date: _____
Accepted by: _____ Date: _____

City of Kingsville



14th St

25090

17370

11136

20481

21220

13575

23376

**427
N. 15th**

17464

18228

18996

17878

18665

11714



12519

24474

Lee Ave

15th St

Legend

-  427 N. 15th
-  200ft Buffer

0 55 110 220 Feet

Document Path: N:\Engineering\GIS Tech\MAPS\MAP_DOCUMENTS\Arc_City_Base_Map_8.5x11.mxd

Page
1 / 1

Drawn By:
Engineering Department

Last Update: 1/27/2017

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

ALVARADO INVESTMENTS
LLC
PO BOX 1847
KINGSVILLE, TX 78364-1847
#25090

FILEMON ESQUIVEL KR
1232 E KING AVE
KINGSVILLE, TX 78363-5934
#20481

RICHARD ALVAREZ
ELVIRA J STRUBHART
1320 E RICHARD AVE
KINGSVILLE, TX 78363-4821
#23376

HILARIO MARTINEZ
ETUX MARIA
1002 E LEE AVE
KINGSVILLE, TX 78363-4749
#18996

CONSUELO C SOLIZ EST
PO BOX 1826
KINGSVILLE, TX 78364-1826
#11714

L B C ENTERPRISES
ETAL TRUST
PO BOX 3396
SANTA CARLA, CA 95055
#17370

FILEMON ESQUIVEL JR
PO BOX 5256
KINGSVILLE, TX 78364-5256
#21220

RAY REYES HERRERA
402 N 15TH ST
KINGSVILLE, TX 78363-4712
#17464

SAMUEL DELEON JR
APRIL LOPEZ
418 N 15ST
KINGSVILLE, TX 78363-4712
#17878

RAY REYES HERRERA
402 N 15TH ST
KINGSVILLE, TX 78363-4712
#12519

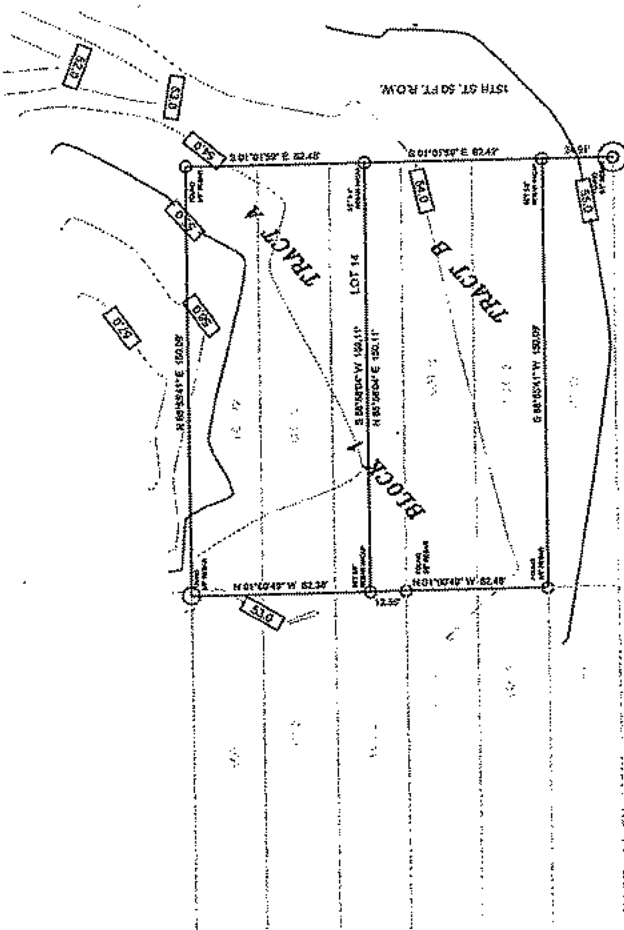
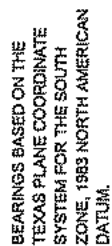
JUANITA P SACKRIDER
5441 MAPLEWOOD PL
ALBUQUERQUE, NM 87121-7142
#11136

FILEMON ESQUIVEL JR
1232 E KING AVE
KINGSVILLE, TX 78363-5934
#13575

HILARIO MARTINEZ
ETUX MARIA
1002 E LEE AVE
KINGSVILLE, TX 78363-4749
#18228

LINDA MCGUERZA
PO BOX 820
KINGSVILLE, TX 78364-0820
#18665

HUBERTO ARISPE JR
678 JUNIPER ST
IMPERIAL, CA 92251
#24474

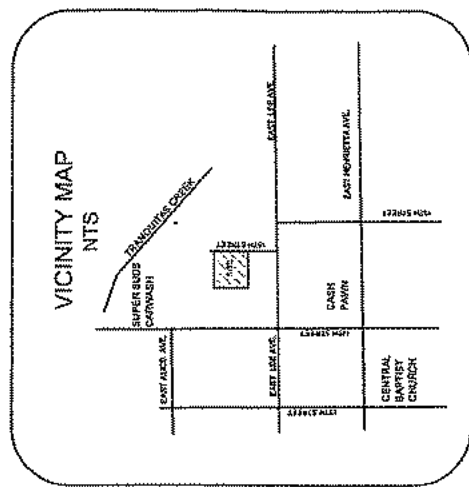


STATE OF TEXAS,)
COUNTY OF TARRANT,
DO hereby certify that on the 21ST DAY OF JANUARY 1968, the following was filed for record in the Public Land Office, County of Tarrant, State of Texas, to wit:

[illegible][illegible]






RE-PLAT OF LOTS 12-16, BLOCK 1
CHRISTENSEN ADDITION AS RECORDED IN
CABINET 1, SLIDE 2 OF THE MAP RECORDS OF
KLEBERG COUNTY, TEXAS

APR 13 1983
FBI - NEW YORK

[illegible]

WILLIAMSON COUNTY, MISSOURI

ONLINE

-  ELECTRIC BOX
 MANHOLE
 LIGHT POLE
 FIRE HYDRANT
 HANDICAPPED PARKING

2003年 11月 21日

102 THE FETTER PLACES APPENDIX BY THE DIRECTOR OF PLANNING
OF THE CITY OF WASHINGTON

Friday, May 10, 1950

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 103–110

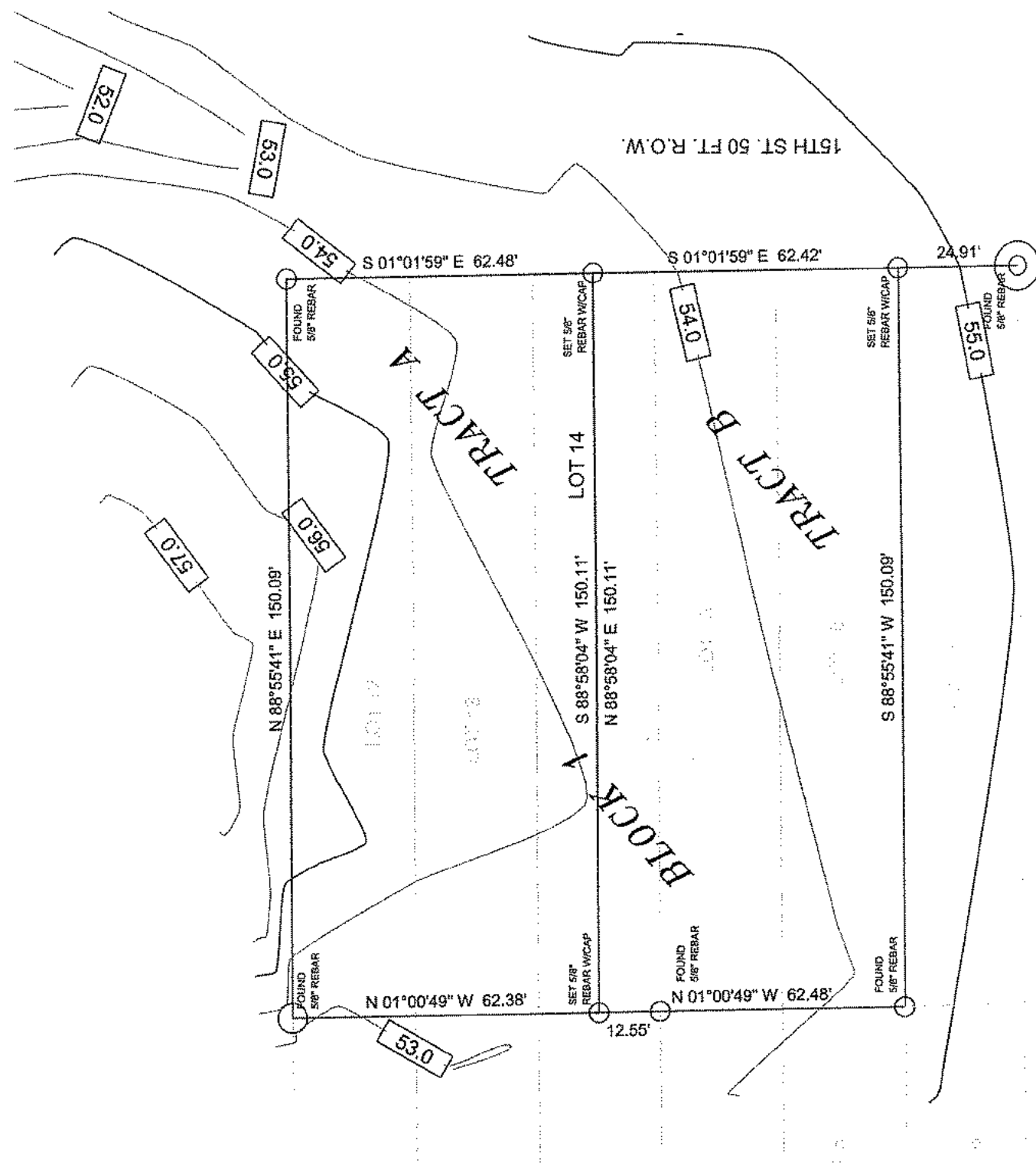
9088-1.20 (198) 287774

1987) 225-234.

01-01-19

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PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday February 13th, 2017 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:
William Dove and Associates, authorized agent, requesting a replat of LOTS 12-16, BLOCK 1 CHRISTESEN ADDITION also known as 427 N 15th STREET, Kingsville Texas.

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.

SGISD teachers to get incentive pay for work

By Amber Aldaco
Reporter

The Santa Gertrudis Independent School District Board of Trustees approved teacher incentive pay for educators with perfect attendance during a meeting held last week.

Superintendent Corey Seymour said he wanted to reward teachers in the district who have perfect attendance with bonus pay. The idea is to acknowledge those individuals who are going above and beyond in their duties, he said.

"We have some teachers who come to work every day, day late. I want to be able to reward the individuals who do that," Seymour said.

Seymour said that teachers who also contribute to student growth would be rewarded as well. An example he gave was teachers of students who show

growth on state assessment exams.

"We want to award these teachers who helped push that growth out," Seymour said, adding that teachers of non-testing grade levels and subjects would also have an opportunity for incentive pay. "We have a lot of smart kids. It's really hard sometimes to push those kids up, so you really want people to really push and challenge those kids."

In other business, Seymour discussed the Santa Gertrudis ISD "report card" from the Texas Education Agency. The report card is in reference to the new grading system the TEA will implement for the 2017-18 school year.

Currently, school districts and campuses can receive one of two accountability standards - Met Standard or Improvement Required. However, under the new accountability

system, campuses and districts will receive letter grades of A through F, similar to a student's school report card. Districts and campuses will receive a rating of A, B, C, D or F in four domains and overall performance.

At the beginning of January, Texas legislators received a preliminary, work-in-progress report of potential grades that schools would receive if the system were implemented today.

While Santa Gertrudis ISD and its campuses fared well under the new system, the district and campus did receive low letter grades in the areas of student growth.

"In most of the domains, our SG (Santa Gertrudis) school did really well, with the exception of one domain that we need to work on, and that's with student growth," Seymour said.

"Ninety percent of our kids passed the STAAR or higher. The challenge that we need to do is make sure our kids grow."

"It's not enough for them to pass the test - we need them to go beyond passing the test," he added.

Seymour said that while students may pass a test, the state uses a measure for each student for growth.

"If it takes a 70 to pass a test, the state may say, 'But this kid should be at a 75,'" Seymour explained. "So, the kid may make a 70 and pass it, and we get a 90 percent or 100 percent of our kids passing, but if that kid is not getting to that 75 point - then we're not growing the kid the way we need to."

"We have to make sure we do our part by making sure every kid that comes on this campus grows. Passing is not enough. They have to grow. If

they're not growing, we're not doing our part, and so we have to do a better job of making sure our students not only pass, but make sure that they grow," he added.

Seymour also addressed the low grade Academy High School received for post-secondary readiness.

Seymour said that while a third of Academy High School students are taking college courses, the state measures how many students pass career and technology classes, also known as CTE or CATE courses. Seymour added that the state also measures how many advanced placement, or AP, courses students are passing.

However, Seymour said, Academy High School students have taken only dual credit college and high school courses. Seymour said more students would now be asked to take ad-

vanced placement courses along with dual credit.

"It hurt us in the long run," Seymour said, noting the passing versus growth model. "The state changed the game...we just need to learn the new game."

In other business, the board spoke about a vacant seat on the school board after former trustee Patti Longoria resigned when she moved out of the district. Seymour said the board is looking for someone who resides in the district who is interested in serving on the board. The board has received letters of interest, Seymour said, but they welcome anyone in the district who is interested to send a letter of interest to the board.

A new member will be appointed to the board in March.

Amber Aldaco can be contacted at aldaco@king-ranch.com or (361) 221-0251.

Runyon

with his family, specifically his 2-year-old granddaughter, Luna, Runyon's only child with her husband, Luna, it so happened, was also Runyon's reason for seeking the appointment to fill her father's seat on the commissioners court, a move that her husband has also supported.

"I just wanted to show Luna that going to school, doing the volunteering, working your way up through the chain as I tried to do, staying away at a copy machine as an intern and doing all that stuff - it leads to something good," she said.

Runyon is a lifelong Kingsville resident - she is a 2002 graduate of H.M. King High School and holds a bachelor's degree in political science from Texas A&M University-Kingsville. She attained that degree while working first in the Kleberg County Clerk's Office and later Kingsville Title Services. In 2005, she took on the role of program coordinator for the county's Comprehensive Energy Assistance Program, which helps low-income families pay utility bills if they cannot afford to do so.

"That program really inspired me," she said. "I saw it help so many people."

Runyon left her position in September 2014, several months after her mother, Doris, lost her battle with pancreatic cancer.

"I think I was so lost without my mom, not being able to ask her questions as a new mother - it was devastating for sure," Runyon said. "I've come a long way with that."

"I still think about her every day - it's hard not to," she added. Runyon acknowledged that she was "surprised" when her father moved forward with his retirement, a decision that he privately let her know about prior to his public announcements. That news came in the family's kitchen one day as Lomas, 79, was preparing a batch of menudo, she said.

"I really thought he was joking," she said.

"I'm really glad, though - I'm really glad he's enjoying his retirement," she added.

Now that she has assumed the title of Kleberg County Commissioner, Runyon said she has hopes of helping residents in her precinct have a better quality of life. The area has been acknowledged by county officials as one with a large underserved population, with the Human Services Department situated in that precinct. The department offers public transportation to all residents, but focuses on elderly and disabled individuals, while also operating community centers in the county for senior residents.

Runyon is filling Lomas' unexpired term, which means the seat will be put before voters in 2018. She would not commit to running for a full term at that time, but added that it is a possibility.

"I want to (run). I do, but I just want to make sure it's the right fit for me," she said.

One thing that Runyon sought to clear up during her interview on Wednesday was the idea that because she was Lomas' daughter, she would essentially act as a "rubber stamp" or "puppet" to his wishes. She denied that would occur, adding that while her father has already offered advice on what questions to ask or how to respond to certain things, she is looking to forge her own path on the court. Runyon is only the second woman to hold a position on the commissioners court in the county's history - Norma Alvarez was the first.

"I'm proud to be Commissioner Lomas' daughter, but I also want to pave my own way," she said. "We're two different individuals."

Tim Acosta can be contacted at tim@king-ranch.com or (361) 221-0241.

Tuition discounts given for some SGISD applicants

By Amber Aldaco
Reporter

The Santa Gertrudis Independent School District will now offer a discount for full-time King Ranch and SGISD employees who have children in the early pre-kindergarten grade level, officials announced during a meeting held last week.

Superintendent Corey Seymour said that the district will now offer a discount of up to 50 percent to all full-time King Ranch and SGISD school employees who have a child in the pre-K3 class. Since the class for three-year olds is not funded, parents of students in the class are required to pay tuition.

Children who reside in the district attend the school for free.

In other business, Seymour went over the new application and acceptance process for the school district.

Students who live out of the district will now have to apply to the school district every few years.

Parents will now have to apply for every year of pre-kindergarten along with kindergarten. The admission into kindergarten will be good until fifth grade. Applications will then have to be made for middle school grade levels and a separate application for high school.

Seymour said the interview portion

of the application process will begin in February.

"The interview process is not to eliminate but to accept and bring in," Seymour said.

There are also committees set up for the application process, he said. There is an application committee, Seymour said, and another committee for interviews. The committees will be comprised of administrators, human resources personnel, and a special population administrator.

Veronica Alfaro, the executive director for school improvement and instruction, will lead the committees.

Once an applicant has completed the interview process, the parents will receive a letter stating whether their child was accepted, rejected or wait-listed.

Seymour is not an any committee, he said, but he will hear all appeals.

Seymour said the new application process is to ensure that all children who would like to attend the school district have a fair chance to be accepted.

"We're not playing favorites or buddies. I don't have any political ties to anyone around here, so I am going to be as fair as possible. That's just the only way I know how to do things," Seymour said.

Amber Aldaco can be contacted at aldaco@king-ranch.com or (361) 221-0251.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday February 13th, 2017 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:

William Dove and Associates, authorized agent, requesting a replat of LOTS 12-16, BLOCK 1 CHRISTESEN ADDITION also known as 427 N 15th STREET, Kingsville Texas.

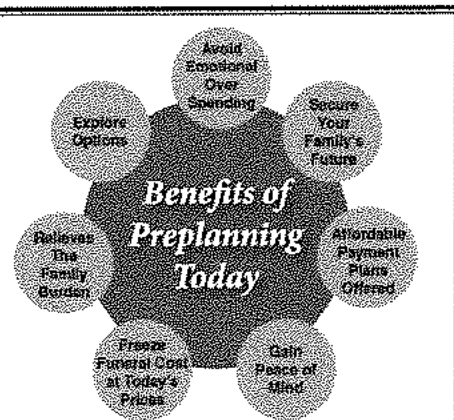
The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

PUBLIC HEARING NOTICE

The Zoning Board of Adjustment of the City of Kingsville will hold a Special Meeting on Thursday, February 16, 2017 at 6:00 p.m. The following item will be presented for discussion and/or action:

ITEM NO. 2017-4: Global Signs Inc., authorized agent, is requesting a variance to allow the installation of a pole sign (requirement is a monument sign) at 0.84 Acre, CAESAR PL. ADDITION ANNEX, LOT 1 also known as 1100 S 14th ST.

The meeting will be held at City Hall, 400 W. 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.



Christian Villa
President
285 General Canales Blvd.
Kingsville, TX 78363
turturcottepipermortuary.com

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AGENDA ITEM #5

**City of Kingsville
Fire Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Adrian Garcia, Fire Chief / EMC

DATE: February 6th, 2017

SUBJECT: Assistance to Firefighters Grant (AFG) to Replace Existing Fire Engine

Summary:

The Kingsville Fire Department is requesting approval to apply for an Assistance to Firefighters Grant (AFG), which if awarded will replace the department's second engine of (17) years requiring replacement. The grant request is for \$399,000.00 with the City responsible for a Cost Share of \$36,272.00 when the grant is awarded and fulfilled.

Background:

A current fleet apparatus risk assessment identified the vehicle in question to be a safety risk to fire fighters operating the apparatus. The engine has a number of issues that include, but are not limited to: excessive exhaust, inadequate air conditioning for the area, multiple oil leaks, major deterioration of the cab, numerous tank and pump leaks, electrical issues, and the engine has failed the last three pump tests due to overheating. In addition, the engine has shown an increase in cost maintenance and downtime over time the past few years and reducing service to our community.

Lastly, the engine has served the community of Kingsville well, but must be replaced with a suitable engine to comply with NFPA 1901, Standard for Fire Apparatus. By doing so, we will insure the safety of our firefighters and add an engine that will serve our Kingsville community for many years to come.

Financial Impact:

If awarded the AFG Grant will cover \$362,728.00 with a cost share portion of \$36,272.00 covered by the City. Current funds are not available and the cost sharing portion will have to be programmed into the FY2018 budget.

Recommendation:

The following grant request and potential purchase of an engine supports the goals set by the Kingsville Fire Department to insure the safety and continued operational effectiveness of our department. Our recommendation is that the Commission approve the request to apply for the Assistance to Firefighters Grant.



RESOLUTION # 2017-_____

A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT REQUESTING GRANT FUNDING FOR A FIRE ENGINE ON BEHALF OF THE KINGSVILLE FIRE DEPARTMENT WITH AN ANTICIPATED \$36,272 CASH MATCH.

WHEREAS, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Fire Department participate in an application for grant monies from the FEMA Assistance to Firefighters Grant for a new Fire Engine; and

WHEREAS, the new Fire Engine is needed to replace the second of two fire engines that is 17 years old and will need to be replaced in order to ensure response to emergency calls, provide safer working conditions for firefighters by reducing loud noise inside the cab, provide air conditioning to keep firefighters core body temperatures down prior to arrival at fire calls, reduce emissions, and accommodate added equipment that needs to be carried; and

WHEREAS, the FEMA Assistance to Firefighters Grant has a cash match and the City's anticipated portion of the cash match is estimated to be \$36,272, which will come from the City's FY17-18 General Fund budget; and

WHEREAS, the City Commission of the City of Kingsville through this resolution has authorized the Fire Chief to submit the grant and administer the grant and necessary paperwork if the grant is awarded to the City;

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

I.

THAT the City Commission approves the submission of a grant application to the FEMA Assistance to Firefighters Grant for a Fire Engine on behalf of the City of Kingsville Fire Department, with an anticipated cash match of \$36,272 from the City.

II.

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

PASSED AND APPROVED by a majority vote of the City Commission the 13th
day of February, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

AGENDA ITEM #6



MEMORANDUM

TO: Jesus Garza, City Manager
FROM: Deborah Balli, Finance Director
DATE: February 6, 2017
SUBJECT: Payment Services Network Agreement

Background:

Currently the City accepts payments for Utility Billing and Municipal Court via in person, on-line or night deposit using cash, credit cards or automatic bank drafts. As technology improves there are additional methods of payment such as text, mobile apps, e-checks, e-billing, automatic phone payments and call centers. The city would like to establish more payment options that utilizes these additional forms of payments as a convenience to all customers.

The online payment portal that the City currently offers through Incode is non-descript with no indication that the website is connected to the City of Kingsville and there is very limited account information provided. Payment Services Network would provide a customized web portal that would reflect the website is connected to the City of Kingsville and there would be account and payment history available.

Financial Impact:

Currently, for all customers that pay online with credit cards, Incode, charges a processing fee of \$1.25. The City then pays discount fees and various other monthly fees to the current payment processor for customers who pay by credit card. Going with Payment Services Network, customers would no longer be accessed the \$1.25 processing fee and the City would receive discounted credit card fees. There would be additional one time fees that would be covered with funds already budgeted for new required credit card terminals. Additional recurring fees would be covered by the lower credit card fees. With the ability to send out e-bills for all customers who opt in to this service, the City would save on printing and mailing costs.

Recommendation:

Staff recommends the approval of the Payments Services Network agreement that would allow them to be our payment processor.

RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND PAYMENT SERVICES NETWORK, INC. TO COLLECT PAYMENTS FROM CUSTOMERS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have a method for customers to make payments using checking/savings accounts and/or debit/credit cards for balances owed to the City, and;

WHEREAS, the Payment Service Network, Inc. ("PSN") is willing to accept payments from the City's customers by checking/savings account or credit/debit card through the PSN site or otherwise (phone in or fax in) to assist with providing these services for the City;

WHEREAS, the City and PSN have worked to prepare a Service Agreement between the City of Kingsville and Payment Service Network, Inc.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into a Service Agreement between the City of Kingsville and Payment Service Network, Inc. in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
13th day of February, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

THIS AGREEMENT FOR SERVICE ("Agreement") is made as of 2/2/2017 (the "Effective Date") between City of Kingsville, TX ("Account Holder") and Payment Service Network, Inc. ("PSN").

RECITALS

Account Holder wishes to register its business with PSN so that Account Holder's customers ("Customers") can make payments through the PSN Web site, www.PaymentServiceNetwork.com (the "Site"), by facsimile transmission, or telephonically via 800# access.

Account Holder and PSN desire to formalize their agreement as set forth below.

NOW THEREFORE, in consideration of the Account Holder's registration for the Services, the foregoing recitals, the mutual promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Account Holder and PSN, intending to be legally bound, hereby agree as follows:

1. Account Holder authorizes PSN to collect payments from Customers to the extent such Customers have agreed to the terms and conditions of the Site. PSN shall collect the "Fees" (as shown on Schedule B) in the manner, amounts and pursuant to the terms set forth on Schedule B. Schedule B specifies those Fees payable by the Customer and those Fees payable by the Account Holder.
2. The Services to be provided by PSN (the "Services") are as follows:
 - a. PSN agrees to accept payments from the Customers by checking/savings account or credit/debit card through the Site, or otherwise (phone in or fax in). Customers who utilize PSN's payment network will also be required to register on the Site and will be bound by the terms and conditions set forth on the Site.
 - b. Account Holder is given real-time access to all account information via PSN's administrative logon. Such access will be provided to all Account Holder representatives designated in writing by Account Holder. The account information available will include transaction totals, specification by account, and specification by transaction/account type (e.g. utilities, taxes). PSN and Account Holder will jointly work to develop compatibility of the reporting and accounting information with the Account Holder's management and account software. Said access to all account information will be provided by PSN to Account Holder under the following conditions.
 1. Said compatibility does not adversely affect, alter or change PSN's established service;
 2. Said compatibility is a joint effort between PSN and Account Holder with the Account Holder providing all the needed information to PSN regarding current and/or future management and accounting software.
 - c. PSN will provide, for each Customer who sets up a profile within the PSN system, real-time access to such Customer's account information (but not the information of any other Customer) through the Site. If applicable, PSN will inform each Customer of the charging and amount of any subscription and/or fees or charges for the Services that will be charged to the Customer for the Services. PSN agrees to indemnify and hold harmless Account Holder from all claims and liabilities arising out of a dispute based on non-disclosure of PSN Fees to Customers.
 - d. PSN will provide Account Holder with Check 21 services as described in, and on the terms and conditions set forth in, the Check 21 Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - e. PSN will provide Account Holder with V Post services as described in, and on the terms and conditions set forth in, the V Post Addendum if Account Holder provides PSN with

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.

- f. PSN will provide Cash Distribution services as described in, and on the terms and conditions set forth in, the Cash Distribution Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - g. PSN will provide a non-exclusive license to use a Customized Mobile App as described in, and on the terms and conditions set forth in, the Mobile Application Addendum if Account Holder provides PSN with a written request for such services. Account Holder agrees to be bound by the terms of such Addendum if it elects to receive such services.
 - h. PSN will maintain a Payment Card Industry ("PCI") Level 1 security certification (or other succeeding security standard required of PSN by PCI) to ensure security of Customer and Account Holder data.
3. PSN reserves the right to modify the Services and Fees and service charges chargeable to Account Holder or its Customers in its sole discretion from time to time. PSN will notify Account Holder of material modifications to the Services or Fees and service charges by electronic means to a designated representative of Account Holder or by written notice at least thirty (30) days prior to the effective date of any such modifications. Account Holder also consents to receiving from PSN any Federal tax statements or other notices required by Federal, State or Local law in an electronic format.
 4. Account Holder agrees to cooperate with PSN in resolving any disputes between Account Holder and Customers in a timely manner, reaffirming that PSN is only a payment intermediary and does not own the property or business or represent the Account Holder or Customer in such disputes. Disputed transactions and chargeback's will be handled in the following manner:
 - a. Credit Card Transactions:
 1. PSN will notify Account Holder via electronic mail of any disputed credit card payments or chargeback's from Account Holder's Customers. Account Holder agrees to follow its standard operating procedures to resolve such disputed or charge-backed credit card payments and work with PSN, the credit card company, or its agents to investigate any such cases and assist in resolving any such claims.
 2. Account Holder will be charged a fee of Fifteen Dollars (\$15.00) for each chargeback that is ultimately allowed, at which time, Account Holder gives PSN the authorization to automatically debit Account Holder's account for the total of the original transaction plus the Fifteen Dollars (\$15.00) chargeback fee for the purpose of charging it back to the Customer.
 - b. ACH - Checking and Savings Account Transactions:
 1. Problem transactions: NSF, Invalid Account, Receiver's Account Closed, No Account, Stopped Payment, Account Frozen, Customer Does Not Authorize Payment, RDFI Not ACH Member and/or any other Return Reason Codes as labeled in NACHA Processing Guidelines will be resolved in the following manner:
 - a. PSN will notify Account Holder and Customer of said problem;
 - b. PSN will stop payment if funds have not already been deposited or, if directed by Customer, process another transaction for Customer.
 - c. In the event that PSN, within one (1) business day, cannot collect the appropriate information from Customer in order to complete the reprocessing of the Customer's transaction and funds from said transaction have been deposited into Account Holder's account, PSN will debit Account Holder's account for a total sum of the original deposit for said transaction.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

5. The initial term of this Agreement shall be for a period of three (3) years commencing on the date that the first payment transaction is processed by PSN for any Customers under this Agreement (the "Initial Term"), and shall automatically extend for additional periods of one (1) year (each, an "Extension Term") unless one of the parties provides the other party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Initial Term or any Extension Term. Notwithstanding the foregoing, Account Holder may terminate this Agreement upon ninety (90) days' prior written notice and payment of Five Hundred Fifty Dollars (\$550.00) to PSN as an early termination fee, *provided however*, that no early termination fee shall be due or payable by Account Holder if it terminates this Agreement under this Section within thirty (30) days of the date on which PSN delivers notice of material modifications to the Services, Fees or service charges under Section 3 of this Agreement other than increases of fees and service charges that are attributable to direct pass through increases from PSN's merchant bank. PSN will process all payments received prior to the date of termination and forward them to Account Holder's account. No Payments will be accepted from Customers after the date of termination. All obligations of Account Holder arising from transactions prior to termination shall survive termination of this Agreement. PSN will notify all Customers registered on the Site as to the termination of this Agreement and inform such Customers that future payments are to be made directly to Account Holder. Notwithstanding any termination of this Agreement, for a period of one hundred eighty (180) days after such termination, Account Holder acknowledges and agrees that PSN shall have the right to automatically withdraw any amounts from Account Holder's depository account that PSN would otherwise have the right to withdraw during the term of this Agreement, including without limitation, credit card chargebacks, the reversal of any Customer payments deposited by PSN into Account Holder's account for which there are insufficient funds, and other disputed charges and problem transactions specified in paragraph 4 of this Agreement.
6. This Agreement may not be assigned by Account Holder without PSN's prior written consent. If PSN gives consent to assignment of this Agreement by Account Holder as set forth above, PSN reserves the right to charge the assignee the Setup Fees shown in Schedule B. PSN may assign this Agreement.
7. This Agreement and the Services to be provided by PSN hereunder in no way alters or modifies the obligations contained in the agreements, if any, between Account Holder and Customers.
8. Account Holder represents, warrants and covenants to PSN that PSN is authorized to collect payments from the Customers for which Account Holder provides PSN the required information. Account Holder further represents, warrants and covenants to PSN: (a) Account Holder has the authority to enter into this Agreement and perform its obligations set forth therein; (b) Account Holder will provide all reasonable assistance to PSN and its subcontractors in providing the Services set forth herein; (c) Account Holder and its authorized users will only use the Services for lawful purposes and in compliance with the rules and regulations of the applicable payment processors (including, without limitation, MasterCard, Visa, Discover and American Express), credit card issuers, and depository account institutions (collectively, the "Rules and Regulations"), and in accordance with PSN's account documentation, policies, specifications, and operating procedures, and will not violate any law of any country or the intellectual property rights of any party; (d) Account Holder shall timely provide all required disclosures to its Customers and obtain any required authorizations pursuant to the Rules and Regulations; (e) Account Holder shall maintain or destroy, as applicable, checks, receipts, and/or payer authorizations in accordance with applicable law and/or retention periods; and (f) Account Holder and its authorized users will not (i) sell, lease, distribute, license or sublicense PSN's Site, technology or Services, (ii) engage in spamming, mail-bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Services; (iii) introduce or transmit through the Site, technology or Services, without limitation, via any portion of the Account Holder's computer system that interfaces with the Site, technology or Services, or otherwise, any virus, worm, software lock, drop dead device, trojan-horse routine, trap door, back door, timer, time bomb, clock, counter or other limiting routine, instruction or design or any other codes or instructions that may be used to access, modify, delete, damage, disable or prevent the use of the Site, technology, or services or other computer systems of PSN or its subcontractors; and (iv)

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

should Account Holder receive notice of any claim regarding the Site or Services, Account Holder shall promptly provide PSN with a written notice of such claim.

9.
 - a. Account Holder agrees to defend, indemnify, and hold PSN harmless from and against any third-party claims and/or Customer claims, including any damages, costs, expenses and attorneys' fees to the extent arising, in whole or in part, out of (a) any inaccuracy in or breach of Account Holder's representations and warranties contained in this Agreement; (b) Account Holder's breach of any covenant or obligation contained in this Agreement; (c) any claims or disputes arising under any agreement between Account Holder and a Customer (or any third party) or otherwise relating to the relationship between Account Holder and a Customer (or any third party) including, without limitation, any dispute over the amount owed by a Customer to Account Holder (other than claims relating to PSN fees); and (d) any claims or disputes caused in whole or in part by the information or directions provided to PSN by Account Holder or its agents.
 - b. PSN agrees to defend, indemnify, and hold Account Holder harmless from and against any third-party claims and/or Customer claims, including any damages, costs, expenses and attorney's fees to the extent arising, in whole or in part, out of (a) any inaccuracy in or breach of PSN's representations and warranties contained in this Agreement; (b) PSN's breach of any covenant or obligation contained in this Agreement; and (c) any claims or disputes arising under any agreement between PSN and a Customer (or any third party) or otherwise relating to the relationship between PSN and a Customer (or any third party). PSN's obligations under this paragraph do not apply to any of the foregoing causes to the extent resulting from acts or omissions of Account Holder.
10. PSN and Account Holder are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise or agency between PSN and Account Holder. Neither PSN nor Account Holder will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
11. PSN represents that it owns and will retain during the term of this Agreement all proprietary rights in and to all development tools, routines, subroutines, applications, software and other materials that PSN may use in connection with implementation and operation of the Site, and has the right to license and otherwise permit Account Holder's and Customers' usage of such Site and other materials in accordance with the terms of the Agreement. This Agreement does not transfer to Account Holder any ownership or proprietary rights in PSN's Site, technology or any work or any part thereof, and all right, title and interest in and to PSN's Site and technology will remain solely with PSN. PSN agrees to indemnify and hold Account Holder harmless from any liabilities or charges, including attorney's fees, arising out of any claim that PSN or Account Holder has infringed the proprietary rights of others in performing the Services under this Agreement or in operating the Site.
 - a. PSN shall notify Account Holder if PSN changes or adds any functionality of the Services as implemented on the Site. Under no circumstance shall PSN offer Customers of Account Holder any community features (such as mail, chat, message boards, or the ability to create home pages) from the Site. PSN shall not, in conjunction with the Site or the Services, use any interstitial Web pages, pop-up windows, other intermediate steps or any other content which acts as a barrier to the transition of a Customer from Account Holder's Web site to the Site.
 - b. PSN shall be responsible for providing all customer support regarding the Services or the Site and Account Holder may redirect to PSN any associated customer support inquiries.
 - c. PSN's privacy policy shall make any disclosures, or obtain any Customer consent necessary, to make the disclosures about Customers back to Account Holder required by this Agreement.
 - d. Account Holder hereby grants to PSN a non-exclusive, worldwide, revocable right to use Account Holder's domain names, trademarks and logos reasonably necessary for PSN to perform under this Agreement (collectively, the "Marks"). Account Holder may

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

terminate the foregoing right to use the Marks if, in Account Holder's sole discretion, PSN's use of the Marks is not related to PSN's performance under this Agreement or PSN's use of the Marks tarnishes, blurs, diminishes, or dilutes the quality associated with the Marks or the associated goodwill and such inappropriate use is not cured within thirty (30) days of notice of such inappropriate use. Title to and ownership of the Marks shall remain with Account Holder, and PSN shall have no ownership interest in the Marks. PSN shall not take any action inconsistent with Account Holder's ownership of the Marks, and any benefits accruing from the use of such Marks shall automatically vest in Account Holder.

12. PSN WARRANTS THAT IT WILL PERFORM THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. EXCEPT AS SET FORTH IN THE PREVIOUS SENTENCE AND PARAGRAPH 11 ABOVE, PSN AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE SITE, TECHNOLOGY OR SERVICES AND/OR ACCESS TO OR USE OF THE SITE SERVICES OR TECHNOLOGY PROVIDED TO ACCOUNT HOLDER AND/OR ITS CUSTOMERS HEREUNDER. PSN AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PSN AND ITS SUBCONTRACTORS ALSO DO NOT GUARANTEE THAT ACCOUNT HOLDER'S AND/OR ITS CUSTOMERS' ACCESS TO THE SITE OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. PSN AND ITS SUBCONTRACTORS DO NOT GUARANTEE THE ACCURACY OF, AND SPECIFICALLY DISCLAIM LIABILITY FOR, INFORMATION OR DATA THAT IS SUPPLIED OR KEY-ENTERED BY ACCOUNT HOLDER, ACCOUNT HOLDER'S CUSTOMERS OR ACCOUNT HOLDER'S EMPLOYEES OR AGENTS. PSN AND ITS SUBCONTRACTORS DO NOT WARRANT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT OF INTERNET WEB SITES OR OTHER DATA RECEIVED BY ACCOUNT HOLDER OR ACCOUNT HOLDER'S CUSTOMERS VIA THE INTERNET.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL PSN'S LIABILITY TO ACCOUNT HOLDER, CUSTOMERS, OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY ACCOUNT HOLDER AND ITS CUSTOMERS TO PSN FOR THE SERVICES DURING THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED (THE "LIABILITY CAP"). PSN SHALL NOT BE LIABLE TO ACCOUNT HOLDER, CUSTOMERS OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS PROFITS) OR PUNITIVE DAMAGES FOR ANY MATTER ARISING OUT OF OR RELATING TO THE SITE, THE SERVICES, THIS AGREEMENT OR ITS SUBJECT MATTER, EVEN IF PSN HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

13. PSN agrees that all information of Account Holder and Customers, including without limitation, Customers' names, addresses and account numbers, shall be treated as confidential by PSN, shall not be disclosed to any third party (other than to credit card issuers or PSN's processing bank in the performance of this Agreement) except as required by law.

PSN agrees not to exploit or use such information except as expressly permitted by this Agreement, and shall not sell, purchase, provide or exchange credit card account number information without the written consent of the Customer. PSN will destroy any cardholder information that is no longer necessary in a manner that will render the data unreadable.

14. PSN agrees to procure and maintain the following insurance policies and bond in no less than the following minimum amounts (or such other minimum amounts, if higher, as required by law), with such reasonable deductibles as PSN shall determine:

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

Errors and Omissions Professional Liability Coverage

\$2,000,000 Each Claim; \$2,000,000 Aggregate; \$100,000 Deductible

Commercial Umbrella Liability Coverage

\$2,000,000 Each Occurrence; \$2,000,000 Aggregate; \$10,000 Retained Limit

Commercial Crime Coverage

\$250,000 Form A - Blanket Employee Dishonesty; \$250,000 Form B - Forgery or Alteration; \$10,000 Form C - Money and Securities; \$250,000 Business Service Bond; \$2,500 Deductible

Commercial General Liability Coverage

\$2,000,000 General Aggregate; \$1,000,000 Each Occurrence; \$100,000 Fire Damage; \$5,000 Medical Expense

Workers Compensation and Employers Liability Coverage

\$100,000 Accident; \$500,000 Policy Limit; \$100,000 Each Employee.

15. Account Holder understands that PSN is party to a Merchant Services Agreement pursuant to which PSN is being provided with certain payment processing services by a member (a "Provider") of Mastercard, Visa, Discover and/or similar entities (collectively, "Associations"), and that Account Holder is a sub-merchant under said Merchant Services Agreement. As a conditional precedent to PSN's obligations under this Agreement, Account Holder shall enter into a Sub-Merchant Agreement with the Provider (on Provider's current form) to satisfy the Associations' requirement that the Account Holder have a direct contractual relationship with a member of the Associations.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without application of its conflicts of law principles. For the purpose of any dispute arising under, or related in any way to, the subject matter of this Agreement, the parties agree that such dispute shall be heard exclusively by the federal or state courts situated in Dane County, Wisconsin. The parties hereby submit to the exclusive jurisdiction of the federal and state courts situated in Dane County, Wisconsin, and agree not to raise any objection to or defense based upon the venue of said courts.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A RIGHT OF TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER OR RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT.

17. Account Holder will certify to PSN the identity of any person Account Holder has authorized to act as its agent with respect to the Services. Any such person is authorized to, without limitation, take any action on behalf of Account Holder as it relates to any Services. PSN shall be able to conclusively presume that such agency continues until PSN receives written notice to the contrary. PSN may rely on instructions received from such persons and need not make any inquiries to confirm that the instructions are within the scope of the agency.
18. The undersigned warrants and represents that he/she has all requisite authority to execute this Agreement on behalf of Account Holder, and that he/she is authorized to bind Account Holder to the terms of this Agreement.
19. This Agreement may be executed in counterparts. Each such counterpart shall be considered an original, and all of such counterparts shall constitute a single agreement binding the parties as if they had signed a single document. Faxed, photocopied and scanned signatures shall be acceptable to and legally binding on the parties to this Agreement. No party to this Agreement shall raise the use of a facsimile machine, email transmissions, or other electronic transmission to deliver a signature or the fact that any signature or this Agreement were transmitted or communicated through the use of facsimile machine, by email, or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

ACCOUNT HOLDER

Company: City of Kingsville, TX

Signature: _____

Print Name: _____

Title: _____

PAYMENT SERVICE NETWORK, Inc.

By: _____

Name: _____

Title: _____

Payment Service Network, Inc.

2901 International Lane, Suite 101

Madison, WI 53704

608-442-5088 Direct; 877-390-7368 Toll Free; 608-442-5116 Fax

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "A" [Fill out sections I, II and III]

I. CORPORATE OFFICE INFORMATION

Contact Name: Deborah Balli Business Legal Name: City of Kingsville, Texas
Address: 400 W King Ave. City, State, ZIP: Kingsville TX 78363
Telephone: 361595-8003 Fax: 361-595-8024
Email: dballi@cityofkingsville.com Website: www.cityofkingsville.com

II. LIST OF ADDITIONAL PROPERTIES, ACCOUNTS OR SERVICES: (Please use a separate sheet if needed or an Excel spreadsheet if possible.)

Total Number Potential Payers	Service Description or Property Name	Address	Federal Tax ID	Last 4 Digits of Checking Account	Contact Person	Email	Phone Number
8000	Utility payments	Same as above			Same as above	Same as above	Same as above

III. DEPOSITING AND INVOICING INSTRUCTIONS AND REQUEST FOR VOIDED CHECK(S):

- Please indicate by checking the appropriate box how you want PSN to debit its fees from your bank account(s).
 - ☐ PSN should invoice and take its fees from the same bank account(s) to which it is depositing funds
 - ☐ PSN should invoice and take its fees from a different bank account than the one to which it is depositing funds
- Attach to this Agreement, an actual voided check(s) for the bank account that PSN will deposit funds into and, if applicable, a voided check of the account from which PSN will debit its fees. It must be a printed voided check and not a starter check, a deposit slip or other substitute. If it is not possible to attach a voided check(s), then you can attach a letter from your bank(s) on bank letterhead that is legally signed by a bank representative, verifying your checking/savings account number and the bank's routing number. NOTE: If using more than one bank account, mark each voided check to clearly identify which account it represents.
- In order to debit fees from your account(s), you may have to inform your bank(s) that Payment Service Network (PSN) is an approved vendor. Once you have signed and returned this Agreement, PSN will provide you with its official NACHA vendor number to provide to your bank(s).

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" Fee Schedule for City of Kingsville, TX

The items marked with an "X" are applicable to this Agreement.

SETUP/EQUIPMENT FEES				
<input checked="" type="checkbox"/>	One-time Setup		\$149.00	Paid by Account Holder
<input checked="" type="checkbox"/>	Web Customization	Custom	\$200.00	Paid by Account Holder
<input checked="" type="checkbox"/>	Mobile App	Standard	Included	NA
<input checked="" type="checkbox"/>	Training		Included	NA
<input checked="" type="checkbox"/>	Software Integration		Included	NA
<input type="checkbox"/>	Custom Programming		\$	NA
<input checked="" type="checkbox"/>	Integrated Swipe Credit Card Setup		Included	NA
<input type="checkbox"/>	Check Scanning Equipment		\$	NA
<input checked="" type="checkbox"/>	Credit Card Swipe Machine	Omni VX520 – QTY – 5	\$219 ea	Paid by Account Holder
MONTHLY FEES				
<input checked="" type="checkbox"/>	Gateway for each PSN Account	1 day deposit delay	\$ 14.95	Paid by Account Holder
<input checked="" type="checkbox"/>	eBills	Utilities only	\$ 65.00	Paid by Account Holder
<input checked="" type="checkbox"/>	Bank Bill Pay eSolution/eCash Solution		Included	NA
<input checked="" type="checkbox"/>	Mobile App		Included	NA
<input type="checkbox"/>	Outbound Auto-Call Messaging		\$	NA
<input checked="" type="checkbox"/>	Integrated Swiped Credit Card		Included	NA
TRANSACTION FEES (all fees are per item; unless otherwise noted, only one fee will be charged per transaction)				
<input checked="" type="checkbox"/>	eChecking or eSavings Payment	<input checked="" type="checkbox"/> Online/Mobile/Field/Kiosk	Gross Deposit \$0.50	Paid by Account Holder
		<input checked="" type="checkbox"/> Automated Phone	Gross Deposit \$0.75	Paid by Account Holder
		<input checked="" type="checkbox"/> Text	Gross Deposit \$0.75	Paid by Account Holder
		<input checked="" type="checkbox"/> Live PSN Rep	Gross Deposit \$1.50	Paid by Account Holder
<input checked="" type="checkbox"/>	Credit Card Payments <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> VISA <input checked="" type="checkbox"/> Discover <input checked="" type="checkbox"/> AmEx [^]	<input checked="" type="checkbox"/> Online/Mobile/Field/Kiosk	Gross Deposit 0.12%*+60¢**+pass thru***	Paid by Account Holder
		<input checked="" type="checkbox"/> Automated Phone	Gross Deposit 0.12%*+85¢**+pass thru***	Paid by Account Holder
		<input checked="" type="checkbox"/> Text	Gross Deposit 0.12%*+85¢**+pass thru***	Paid by Account Holder
		<input checked="" type="checkbox"/> Live PSN Rep	Gross Deposit 0.12%*+\$1.60**+pass thru***	Paid by Account Holder
<input checked="" type="checkbox"/>	Bank Bill Pay eSolution (bank-issued checks)	Gross Deposit	\$0.30	Paid by Account Holder
<input checked="" type="checkbox"/>	BackOffice Auto-Pay	Gross Deposit	\$0.15 channel fee (Plus credit card fees if applicable)	Paid by Account Holder
<input checked="" type="checkbox"/>	eCash/Cash Payments	Gross Deposit	\$0.30	Paid by Account Holder
<input type="checkbox"/>	Auto-Post Check Scanning (Check 21 or RDC)	NA	\$	NA
<input checked="" type="checkbox"/>	Advanced Integrated Credit Card Swipe	Gross Deposit	0.12%*+60¢**+pass thru***	Paid by Account Holder
OTHER FEES				
<input checked="" type="checkbox"/>	Annual Security Compliance (billed annually)	Due each December	\$89.00	Paid by Account Holder
<input type="checkbox"/>	Outbound Auto-Call Messaging	Only answered calls get assessed the fee; recording device pickups are considered answered.	15¢ per minute, 2-minute minimum	NA
<input checked="" type="checkbox"/>	NSF (for online and phone check/savings transactions with insufficient funds)		\$35.00	Paid by Customer
<input type="checkbox"/>	NSF (for scanned and VPOST checks)			NA
<input checked="" type="checkbox"/>	Chargeback (for credit cards that are disputed)		\$15.00	Paid by Account Holder

*Basis Points=Fee charged by credit card companies/processors

**Includes authorization fee by credit card company/processor and PSN's channel fee (e.g., phone)

***Pass Thru=Interchange fees charged by credit card companies (assures lowest fee charged by credit card company for that type of card)

[^]If AmEx is less than \$100, the Account Holder will be charged 2.60% plus 50¢.

Net Deposits are Customer payment deposits less Transaction Fees.

Gross Deposits are Customer payment deposits including Customer paid Transaction Fees, if any.

PAYMENT SERVICE NETWORK, INC. SERVICE AGREEMENT

SCHEDULE "B" continued

FEE SCHEDULE

Account Holder's designated depository account(s) shall mean any and all depository accounts which Account Holder has designated in a writing delivered to PSN for PSN to make deposits of payments made by Account Holder's Customers/Payees. Account Holder may only change designated depository account(s) upon not less than fifteen (15) days prior written notice to PSN, provided that Account Holder completes and timely delivers to PSN all forms required by PSN to complete the change in designated depository account(s).

Account Holder agrees to pay the Setup/Equipment Fees set forth in this Schedule B upon execution of this Agreement. Account Holder agrees to pay Monthly Fees set forth in this Schedule B on or about the first day of each month. All such Setup/Equipment and Monthly Fees are non-refundable and will be automatically withdrawn by PSN via auto debit from the Account Holder's designated depository account(s) as set up with PSN or, at PSN's option, deducted from Customer payments before such payments are deposited into Account Holder's designated depository account.

Account Holder agrees to pay Transaction Fees and Other Fees as designated in Schedule B. PSN shall, at PSN's option, (a) deduct Transaction Fees and Other Fees from Customer payments before such payments are deposited into Account Holder's designated depository account and/or (b) auto-debit from Account Holder's depository account(s) on or around the first of every month the total of all Transaction Fees and Other Fees incurred during the immediately preceding month which were deposited into the Account Holder's depository account.

PSN will endeavor to have Customer payments deposited into Account Holder's designated account or accounts within three (3) banking days of payment, however, Account Holder acknowledges that it may take up to five (5) banking days to complete such deposits due to bank notification times and different deposit frequencies from the credit card processors to PSN. A "banking day" is a day of the week on which a bank or financial institution is open to the public for carrying on all of its banking functions (i.e., Monday through Friday, excluding Saturday, Sunday and legal holidays).

PSN acknowledges and agrees that all amounts received from Customers less per item Transaction Fees collected by PSN, and less any Monthly Fees and Other Fees (collectively, "Fees") owed by Account Holder, will be the property of the Account Holder and PSN will have no right to retain such amounts for any reason, including, without limitation, pursuant to any rules of bankruptcy or insolvency. PSN will function as a repository for the net funds and not as owner of the net funds at any time (other than the Fees owed to PSN). PSN's failure to deduct or auto-debit any Setup/Equipment Fees, Monthly Fees, Transaction Fees or Other Fees ("Unpaid Fees") does not forfeit PSN's right to collect such Unpaid Fees from Account Holder at a later date, and Account Holder agrees to pay such Unpaid Fees to PSN. PSN is hereby granted a security interest in amounts received from Customers to secure payment of the Unpaid Fees, and shall have a contractual right of offset against amounts received from Customers equal to the amount of Unpaid Fees.

ACCOUNT HOLDER:

Signature: _____

Date: _____

Print Name: _____

Title: _____

MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among VANTIV, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and City of Kingsville, TX ("Sub-merchant") in connection with the agreement between Sub-merchant and Payment Service Network, Inc. ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

- 1. Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <http://usa.visa.com/merchants/> and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and USA Patriot Act (or similar law, rule or regulation) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for purposes related to financing terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249—Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

- 2. Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquire determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement. "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT: City of Kingsville, TX

Signature: _____

Name: _____

Title: _____

Date: _____

Address: 400 W. King Avenue
Kingsville TX 78363

PSN AMERICAN EXPRESS ADDENDUM

This PSN American Express Addendum to the Payment Service Network, Inc. Agreement for Service ("Addendum") is executed by the undersigned Account Holder on the date first written below (the "Addendum Effective Date").

RECITALS

- A. Payment Service Network, Inc. ("PSN") and Account Holder are parties to an Agreement for Service (the "Agreement").
- B. Account Holder wishes to have PSN accept payments from Customers via the American Express Card through the Site, or otherwise (phone in or fax in) (the "Amex Services").
- C. Account Holder agrees that the Amex Services shall be added to the "Services" provided pursuant to the Agreement.
- D. American Express Travel Related Services, Inc. ("American Express") requires certain provisions to be included in the Agreement as a condition of PSN providing the Amex Services, and the parties wish to include such addition terms in the Agreement as provided in this Addendum.
- E. Capitalized terms which are not defined in this Addendum shall have the meaning assigned to such terms in the Agreement.

NOW, THEREFORE, in order to carry out the intent of the foregoing recitals, which are made a contractual part of this Addendum, the Account Holder agrees as follows:

1. **Addition of Amex Services.** The Amex Services are hereby added to the definition of "Services" being provided pursuant to the Agreement. Account Holder hereby authorizes PSN to accept payments made via the American Express Card and to submit American Express Card charges on behalf of the Account Holder and its Customers.

2. **Reserves Required by American Express.** The following reserve provisions are hereby added to the Agreement, as required by American Express. The following provisions shall only apply to governmental entities to the extent permitted by applicable law:

A. **Creating a Reserve.** In its agreement with PSN, American Express has the right, in its discretion, to determine that it is necessary to establish a reserve ("Reserve"). If American Express believes that its needs to create a Reserve, it may immediately establish a Reserve, increase any existing Reserve, or terminate this Addendum. American Express may establish a Reserve by (i) withholding amounts from payment American Express would otherwise make to Account Holder (or to PSN for the benefit of Account Holder) or (ii) requiring Account Holder to deposit funds or other collateral with American Express. Any collateral provided pursuant to this Section is subject to the prior written approval of American Express. American Express may increase the amount of the Reserve at any time so long as the amount of the Reserve does not exceed an amount sufficient, in American Express' reasonable judgment, to satisfy any financial exposure or risk to American Express (including charges submitted by Account Holder for goods or services not yet received by American Express card members and American Express' costs of handling disputed charges).

B. **Application of Reserve.** American Express may deduct and withhold from, and recoup and set-off against, the Reserve (i) any amounts owed to American Express or any of its affiliates; (ii) any costs incurred by American Express in connection with the administration of the Reserve, including attorneys' fees; and (iii) any costs incurred by American Express as a result of Account Holder's failure to fulfill any obligations to American Express, any of its affiliates, or to American Express card members, including attorneys' fees and American Express' costs of handling disputed charges.

C. **Providing Information.** Account Holder must provide American Express promptly, upon request, information about Account Holder's and its affiliates' finances, creditworthiness, and operations, including the most recent certified financial statements.

[D. **Indemnification.** If and to the extent that the acts or omissions of Account Holder and/or its Customers cause American Express to exercise its right to establish a Reserve, Account Holder shall indemnify and hold PSN harmless from and against all amounts reserved, costs, expenses, reasonable attorneys' fees and legal expenses, except to the extent that the loss resulted from PSN's own negligence or intentional misconduct. Without limiting the generality of the foregoing, PSN reserves the right to establish and apply a Reserve under the principles contained in this Section 2 in the event American Express reserves amounts owed to PSN based on the acts or omissions of Account Holder and/or its Customers.]

3. **Additional Provisions Required by American Express.**

A. **American Express as Third Party Beneficiary.** American Express is a third party beneficiary of the Agreement (and all applicable addenda) with full right authority to enforce the Agreement and applicable addenda against Account Holder. For avoidance of doubt, nothing contained herein shall impose any obligations on American Express under the Agreement or any addenda to the Agreement.

B. **Merchant Regulations.** Account Holder agrees to comply with and be bound by all Merchant Regulations published by American Express from time to time, as amended (the "Merchant Regulations") which are applicable to "Sponsored Merchants" including, without limitation, Section 13 of the Merchant Regulations. The applicable provisions of the Merchant Regulations are incorporated herein by this reference. Account Holder acknowledges that PSN has provided Account Holder with a copy of the Merchant Regulations as of Addendum Effective Date and that Account Holder is responsible for obtaining, and complying with, any amendments to the Merchant Regulations.

4. **Term and Termination.** The term of this Addendum shall commence on the Addendum Effective Date, and shall continue until the first to occur of expiration or termination of the Agreement, or the date on which PSN ceases providing Amex Services. Notwithstanding the previous sentence, PSN may terminate the Amex Services immediately upon notice to Account Holder if PSN determines in its sole discretion that Account Holder has breached this Addendum or violated the Merchant Regulations.

5. **Fees.** The per transaction and other fees charged for the Amex Services shall be those specified in Schedule B to the Agreement (the "Fee Schedule"), as such Fee Schedule may be amended from time to time. Account Holder acknowledges and agrees that the effectiveness of this Addendum is expressly contingent upon Account Holder's execution of a Fee Schedule (or amended Fee Schedule, if applicable) that includes transaction fees for the Amex Services.

6. **Relationship to Agreement.** This Addendum is made a part of the Agreement, and describes additional services that are being made a part of the Services under the Agreement. The terms of the Agreement shall apply to the Amex Services, and such Amex Services shall be considered part of the Services under the Agreement. In the event of a conflict between the Agreement and this Addendum, this Addendum shall control.

7. **Facsimile and Scanned Signatures.** Faxed, photocopied and scanned signatures shall be acceptable to PSN, and legally binding on Account Holder.

ACCOUNT HOLDER:

By: _____
Name: _____ Date: _____
Title: _____



"Bank Bill Pay" Information for PSN

Please provide the information requested below to assure that we capture as many bank-issued checks as possible. If you have questions, please contact your Service Account Manager.

Account Number Variables:

List all possible formats of the customer account number; please include current format, any older formats and any variation that your customers may write the account number.

Example: 1-xxx-xxxxxx-xx or 1xxxxxxxxxxx

AKA Name Variables:

List any variation of your business name that customers might write on a check.

Example: Payment Service Network or PSN

Address Variables:

List any address a customer may send their payment to; please include physical address, PO boxes, lockbox service, etc.

Example: 2901 International Lane or 2901 International Lane Suite 100 or PO Box 123 Main St

Remit Address:

Should a check have to be sent via mail, what address do you want it to go to?

Current Payment Providers:

Please include a list of any provider from which you are currently receiving electronic payments—any company you receive notice from that a payment has been made and deposited electronically.

IMPORTANT...

Please print page 2 on your company letterhead; complete only biller's section with authorized signature in the last row.

Upon completion, fax this form and the letter to 608-442-5116.

February 2, 2017

MasterCard International Incorporated
2200 MasterCard Boulevard
O'Fallon, MO 63368-7263

Attention: RPPS Business Implementations

Effective immediately, MasterCard is authorized by this letter to initiate ACH debit entries to be issued by the MasterCard Settlement Bank, currently JP Morgan Chase Bank, from time to time against the account noted below. We hereby confirm that all debits associated with such ACH debit entries will be honored and will be final when made, and no entry shall be reversed without written consent of both MasterCard and ourselves. Our signatures below represent that we are authorized to provide these instructions to you and you are authorized to rely on these instructions.

We understand that written notice of revocation of this authorization must be sent to MasterCard International Incorporated.

ICA Number:	
Routing and Transit Number:	
Account Number:	
Name of Financial Institution:	
Address Line #1:	
Address Line #2:	
City:	
State:	
ZIP Code:	

Sincerely,

Biller's Organization	
Biller's Contact Name:	
Biller's Address #1:	
Biller's Address #2:	
City:	
State:	
ZIP Code:	
Biller's Phone Number:	
Biller's Signature	

AGENDA ITEM #7

CITY OF KINGSVILLE



MEMORANDUM

TO: Jesus Garza, City Manager
FROM: Deborah Balli, Finance Director
DATE: February 6, 2017
SUBJECT: Southwest Recovery Services Agreement

Background:

Currently the City of Kingsville does not use a collection service for code enforcement violations, ambulance billings, and utility billings. Without this type of service for these accounts receivables, the uncollectible accounts increase and City's revenues fall short. Collection services would increase revenues and hold customers accountable for the services the City provides to them.

Financial Impact:

The collection agency fees would be based on the amounts collected.

Recommendation:

Staff recommends that the agreement with Southwest Recovery Services be approved for collections services.

RESOLUTION #2017-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COLLECTION SERVICES AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND SOUTHWEST RECOVERY SERVICES, INC. FOR COLLECITON ON DELINQUENT ACCOUNTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have a Collection Services work done for outstanding balances owed to the City for items like utility billing, EMS billing, code enforcement nuisance abatement billing, and;

WHEREAS, the Southwest Recovery Services, Inc. performs collection services work and is available to assist with providing these services for the City;

WHEREAS, the City and Southwest Recovery Services, Inc. have worked to prepare a Collection Services Agreement between the City of Kingsville and Southwest Recovery Services, Inc.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Collection Services Agreement between the City of Kingsville and Southwest Recovery Services, Inc. in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
____ 13th day of ____ February _____, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

SOUTHWEST RECOVERY SERVICES, INC.

COLLECTION SERVICES AGREEMENT

This Exclusive Collection Agreement (the "Agreement") is between Southwest Recovery Services, Inc. (the "Company"), and City of Kingsville (the "Client"). The Company and the Client agree as follows:

1. Obligations. (a) The Company undertakes to use its reasonable efforts to collect and/or recover collateralized property on each account, receivable or other collection the Client provides from time to time to the Company (the "Account", or, collectively, the "Accounts") on terms and conditions herein set forth until such time the Client receives notice that the Company has deemed an Account uncollectible. The Company will accept payments on the Accounts. If the Client requests, the Company shall provide to the Client, within a reasonable time, a report including the amount collected on each Account, the date each payment was received by the Company and a summary status report of each uncollected Account.

(b) The Client shall fully and fairly disclose and shall provide to the Company all information known to the Client relating to each Account, including, without limitation, any prior collection efforts made with respect to the Account and all correspondence and memoranda related thereto.

2. Retention Percentage As payment for the Company's services rendered on behalf of the Client, the Company shall receive and be entitled to receive the following: **25% of any payments received after the account has been assigned to the "Company" by the "Client"**.

3. Payments No later than the twentieth calendar (20th) day of the month following the month in which payments on the Accounts are received by the Company, the Company shall pay to the Client the aggregate of such payments less the applicable Retention Percentage for each account. If the Client receives any other payments relating to any Account: (i) those payments shall be treated as funds collected by the Company, (ii) the Client shall notify the Company within two business days of receipt of any such payments and (iii) the Client shall pay the Company an amount equal to the Retention Percentage with respect to such payments prior to the seventh business day in the month following the month in which payment was received or, if the Company elects, the Company may offset any payments it makes to the Client by such amount. The Company is responsible for collecting sales tax on accounts if required by state law.

4. Term This Agreement shall be effective from the date hereof until terminated by either the Client or the Company upon reasonable notice not less than **thirty days (30) days but no later than forty-five (45) days** after receiving written notice of termination. After such termination, the Company shall return to the Client as soon as reasonably practical all proprietary information relating to the Accounts. The Company reserves the right to maintain any account on which it has an active payment plan. The Company agrees to return those accounts to the Client once all payments have been made or when the debtor stops paying regularly.

5. Miscellaneous (a) The Client and the Company each agree to provide fair access to its premises and records to the other and the other's representatives upon reasonable notice in order to resolve a discrepancy in the record keeping of the Accounts or payments under this Agreement that the other in good faith alleges to exist.

(b) The Client and the Company each agree to keep confidential the information relating to the Accounts.

(c) This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Texas (regardless of the laws that might otherwise govern under applicable Texas principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, performance and remedies. Each of the parties of this Agreement consents to be subject to personal jurisdiction of the courts of Texas, including the federal courts in Texas, which shall be the sole and

exclusive forum for the resolution of all disputes under this agreement. This agreement is entered into in Kleberg County, Texas and is deemed to be performed in Kleberg County Texas, where all or part of the transactions herein take place. Any lawsuit brought by a party, or their assigns, to enforce any claims, rights, or obligations under this Agreement shall be filed and brought in Kleberg County, Texas where all parties to this Agreement agree is the proper and exclusive place of venue.

(d) Nothing in this Agreement is intended to create, and this Agreement shall not create, any partnership, joint venture, fiduciary or similar relationship between the Client and the Company.

IN WITNESS WHEREOF, each of the duly authorized undersigned's has executed this Agreement as of this 26th day of January 2017. .

THE COMPANY:
Southwest Recovery Services
17311 Dallas Parkway, Suite 235
Dallas, TX 75248

11811 North Freeway Suite 566
Houston, TX 77060

By: _____

Title: _____

Date: _____

THE CLIENT:
City of Kingsville
200 E. Kleberg
Kingsville, TX 78363

By: _____

Title: _____

Date: _____

AGENDA ITEM #8

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Director of Finance

DATE: February 1, 2017

SUBJECT: Insurance Claim Proceeds

Summary:

This item authorizes the approval of budget amendment for the Supplemental Insurance Claim Proceeds received in FY 16-17.

Background:

Fund 096-Insurance Claim Recovery Fund

On May 31, 2016, the City of Kingsville experienced thunder storms producing high winds and several confirmed tornados. Although no injuries were reported, the storm caused extensive damages around the city. The City filed an original claim for damages with the City's Insurance provider in FY 15-16 and has submitted a supplemental insurance claim to cover items omitted from the original claim in FY 16-17.

Financial Impact:

This budget amendment will increase Fund 096-Other Income-Insurance Proceeds by \$569,426.99. The insurance claim proceeds will be distributed to the following projects:

033-5-3050-52132-Public Works-Phase 2-CO Street Project \$300,000
096-5-1076-31400-Professional Services \$25,000
096-5-1076-93001-JK Main Hall Interior \$(43,784)
096-5-1076-93006-JK Construction Management \$25,000
096-5-1076-93007-JK Air Conditioner \$194,473
096-5-3000-93009-Public Works-Shed \$8,000
096-5-4503-93008-Parks-Rec Center Ceiling Tiles \$(4,216)
096-5-4503-93011-Parks-Grounds & Perm Fixtures \$64,953.99

Recommendation:

Staff recommends authorization of this budget amendment to complete the mentioned projects.



ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO INCLUDE INSURANCE PROCEEDS FROM THE SUPPLEMENTAL INSURANCE CLAIM FOR THE MAY 31, 2016 STORM EVENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 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 033 CO Series 2016					
Revenue					
4-0000	Non-Dept	Transfer From Fund 096	75096	<u>\$300,000</u>	
Expenses					
5-3050	Streets	Public Works-Phase 2-CO Street Project	52132	<u>\$300,000</u>	
Fund 096 Insurance Claim Recovery Fund					
Revenue					
4-0000	Non-Dept	Other Income-Insurance	59944	<u>\$569,426.99</u>	
Expenses					
5-1030	City Special	Professional Services	31400	\$25,000	
5-1076	JK Northway	JK Main Hall Interior	93001		\$ (43,784)
5-1076	JK Northway	JK Construction Management	93006	\$25,000	
5-1076	JK Northway	JK Air Conditioner	93007	\$194,473	
5-3000	Public Works	Public Works-Shed	93009	\$8,000	
5-4503	Parks	Parks-Rec Center Ceiling Tiles	93008		\$ (4,216)
5-4503	Parks	Parks-Grounds & Perm Fixtures	93011	\$64,953.99	
5-6900	Fund Trsfrs	Transfer to Fund 033	80033	\$300,000	
				<u>\$617,426.99</u>	<u>(\$48,000.00)</u>

[To amend the City of Kingsville FY 16-17 Budget to include supplemental insurance claim proceeds for the May 31, 2016 storm event as per the attached memo from the Finance Director.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of February, 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 #9

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: February 3, 2017

SUBJECT: Chapter 59 Budget Amendment

Summary:

The police department is requesting a budget amendment to cover the cost of equipment, communications trailer upgrades, repairs and wrapping.

Background:

In order to reduce liability to the individual officer as well as the City of Kingsville we are requesting equipment necessary to safely carry out our duties as well as train the officers to better perform their duties. We are also assisting the Sheriff's Office with the purchase of needed equipment as well as addressing communications trailer upgrades, repairs and outside wrapping.

Financial Impact:

Chapter 59 funds will be used to cover the cost of equipment, communications trailer upgrades, repairs and wrapping.

ASP Handcuffs and ASP Batons	\$20,992.85
Red Man XP Training Suit	\$1,336.00
Tactical Robot Accessory	\$3,698.75
Communications Trailer Upgrades	\$2,535.36
Communications Trailer Wrap & Repairs	\$8,000.00
Orange 12" Economy Training Cones	\$2,200.00
42" Grabber Cone	\$1,110.00

Total Expenditures would be \$39,872.96

Recommendation:

We request approval of the proposed budget amendment in the amount of \$40,000.00 in case items or repairs are off a few dollars.



ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO INCLUDE POLICE DEPARTMENT EQUIPMENT PURCHASES, UPGRADES AND REPAIRS OUT OF CH 59 STATE SEIZURE FUNDS.

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 005-PD-STATE SEIZURE FUND					
<u>Equity</u>					
2		Restricted-Law Enforcement	61002		<u>\$40,000</u>
<u>Expenses</u>					
5-2100	Police	Minor Equipment	21700	<u>\$40,000</u>	

[To amend the City of Kingsville FY 16-17 Budget to include equipment, communications trailer upgrades, repairs and wrapping out of Ch. 59 Seizure Funds as per the attached memo from the Chief of Police.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of February, 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



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0050658
Date	1/16/2017
Page:	1

Bill To:

Kingsville, City of
Attn: Accounts Payable
P. O. Box 1458
Kingsville TX 78364

Ship To:

Kingsville City of
1700 East King Ave.
Attn:
Ref:
Kingsville TX 78363

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
170116 ASP	001607	RT	FACTORY DIRECT	NET 15	0/0/0000	1,568,328
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
55	ASP-22411*	ASP Talon DiscLoc Baton	EA	\$111.00	\$6,105.00	
55	ASP-52446*	Asp Envoy 50 Rotating Scabbard-50cm (21")	EA	\$36.62	\$2,014.10	
165	ASP-56111*	ASP Hinged Handcuff Black	EA	\$44.25	\$7,301.25	
120	ASP-56131*	ASP Duty Case Handcuff Plain Black	EA	\$32.25	\$3,870.00	
10	ASP-07464*	ASP Training Restraint Red	EA	\$41.25	\$412.50	
10	ASP-07201*	Asp Training Baton 21"	EA	\$50.25	\$502.50	
5	ASP-07102*	Asp Training Bag Black	EA	\$157.50	\$787.50	
1	NOTES:	Notes: Quotation reflects Buyboard Contract 432-13 Contract period 04/01/14-03/31/17. Fax BuyBoard PO's to 1-800-211-5454 only.	EA	\$0.00	\$0.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesperson is Chris Black. Thank You.
Javier Aleman javieraleman@kingsvillepd.us

Subtotal	\$20,992.85
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$20,992.85



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Quote	QTE0050662
Date	1/16/2017
Page:	1

Bill To:

Kingsville, City of
Attn: Accounts Payable
P. O. Box 1458
Kingsville TX 78364

Ship To:

Kingsville City of
1700 East King Ave.
Attn:
Ref:
Kingsville TX 78363

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
170116 RDM	001607	RT	FACTORY DIRECT	NET 15	0/0/0000	1,568,345
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
1	RDM-RMXP3*	Red Man Xp Suit #3	EA	\$1,336.00	\$1,336.00	
1	NOTES:	Notes: Quotation reflects Buyboard Contract 432-13 Contract period 04/01/14-03/31/17. Fax BuyBoard PO's to 1-800-211-5454 only.	EA	\$0.00	\$0.00	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesperson is Chris Black. Thank You.
Javier Aleman javieraleman@kingsvillepd.us

Subtotal	\$1,336.00
Misc	\$0.00
Tax	\$0.00
Freight	\$70.00
Total	\$1,406.00



Kleberg County Sheriff's Office

Office Memorandum



To: Kingsville Police Chief Ricardo Torres

From: Kleberg County Sheriff Richard Kirkpatrick 

Reference: Tactical Robot Accessory

Date: January 19, 2017

Dear Sir,

May this letter serve as our humble request for consideration for monetary assistance, through asset forfeitures, for the purchase of a vital piece of law enforcement equipment for tactical operations. The equipment needed is the Extended Manipulator Arm for the departments Avatar III Robot. The Manipulator Arm is capable of opening door handles, vehicle handles, picks up suspicious packages (12lbs), multi gas and explosives meter reading.

Our current SRT operators are trained in tactical applications for the use of the robot such as:

Hostage Rescue, Barricaded Suspect, Room Clearing, Preliminary Suspect Package Identification, Munitions Remote Deployment

Upon cooperation we offer this equipment resource with the teams assistance or without at any time you deem necessary.

Although we hope to never to deploy in these types of dangerous high risk incidents we certainly wish to be prepared when we have to. The equipment serves our public positively and keeps our tactical operators safe.

The total cost for the Arm is \$14,795.00 which is being proposed to be split between Kleberg So, Kingsville PD, Kleberg District Attorney's Office and Jim Wells SO. The even distribution of the cost amounts to \$3,698.75.

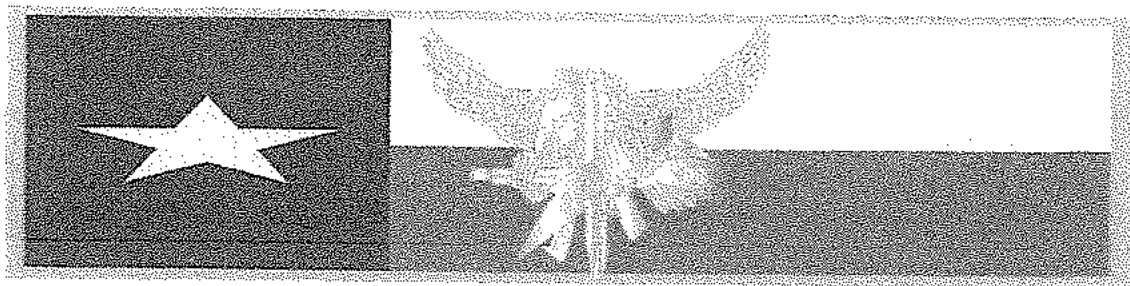
Lastly there is a special offer from the vendor ending February 10, 2017 if we are to take advantage of the offer we are requesting your portion as soon as reasonably possible.

Below I have attached some pictures of the equipment and I am more than willing to answer any questions which you may have.

Your support is appreciated.

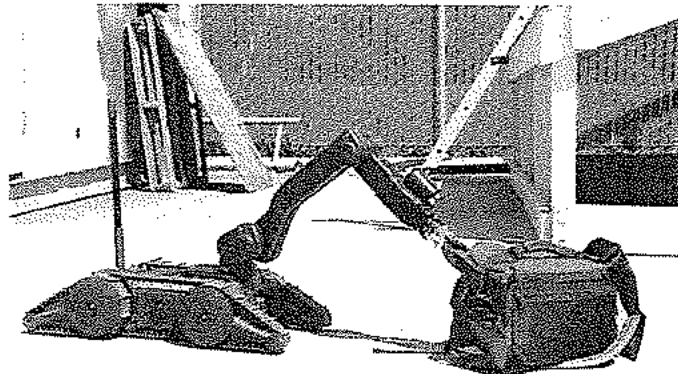
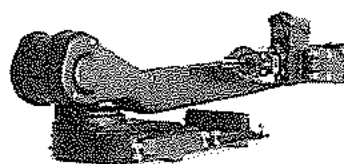
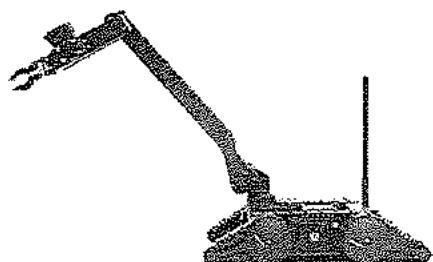


1500 E. King Ave. Kingsville TX, 78363 (361) 595-8500



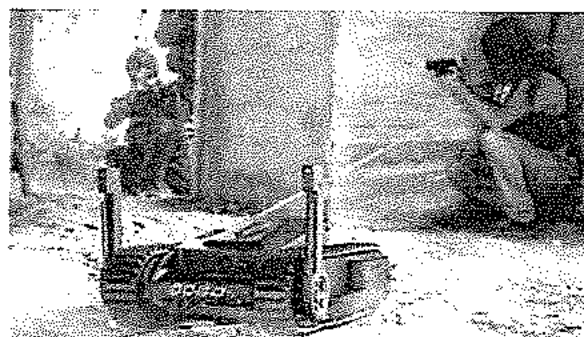
Kleberg County Sheriff's Office

SPECIAL RESPONSE TEAM



*Example illustration
of the manipulator
arm picking up a
suspicious package*

*Example illustration
of the Robot used to
clear areas for
advancing Officers.*



Invoice



CC#2017 34580

Dailey Wells Comm Inc.

1625 Sanderson

Corpus Christi, TX 78417-

Phone: (361) 851-1005 Fax: (361) 851-1012

Billing Name

KINGSVILLE PD

P.O. BOX 1458

KINGSVILLE, TX 78364-

3615924311

Contact TORRES

Inv. Date	2/1/2017	Contact	TORRES, CHIEF	Cust ID	73
Date Rec'd	2/1/2017	Date Finished	2/1/2017	PO Number	
Employee	CHAVEZ, JOHN	TECH SIG		CHG CODE	
Trouble Desc	REPLACE MAST ANT AND NYCOIL		Wk Desc	REPLACE ANTENNA AND NYCOIL ON 30' MAST INSTALL 2 J BOXES AND CONDUIT UNDERNEATH TRAILER.	
Make/Model	COMMAND TRAILER		FMRC	<input type="checkbox"/>	
Serial Number					
Vehicle Number	COMMAND TRAILER		LID		

Parts:

Part Name	Part Description	Quantity	Unit Price	Subtotal
TESS 27046 LMR400UF	LMR 400 ULTRA FLEX CABLE	85	\$1.60	\$136.00
CAT 6	CATEGORY 6 CABLE	85	\$0.50	\$42.50
N-CONN 9913 TESS 14515	N CRIMP CONNECTOR FOR 9913 CABLE	2	\$6.09	\$12.18
EXPENDIBLES	EXPENDIBLES	1	\$75.00	\$75.00
NYCOIL 1.00 ID BLACK	NY COIL 1" DIAMETER BLACK PER FOOT	58	\$15.50	\$899.00
NY COIL GRIPS	NY COIL GRIPS	2	\$92.28	\$184.56
TESS 410651	ANTENNA 821-896 MHZ BASE FIBERGLASS	1	\$147.92	\$147.92
TESS 69293	LAIRD ANTENNA MOUNTING KIT FOR PIPE CLAMP	1	\$28.70	\$28.70
PULL CABLES	PULL CABLES THROUGH NYCOIL	1	\$609.50	\$609.50
SHIPPING	SHIPPING	1	\$50.00	\$50.00
Total Parts				\$2,185.36

Labor:

Tech	Labor	Hrs/Units	Rate	Subtotal
Chavez, John	LABOR	7	\$50.00	\$350.00
Total Labor				\$350.00

Subtotal \$2,535.36

Invoice Total \$2,535.36

Amount Due \$2,535.36

Approval X Title _____ Date _____

Page 1 of 1

REMIT TO : Dailey Wells // 3440 E. Houston// San Antonio Texas 78219

Traffic Safety Store

www.TrafficSafetyStore.com

800-429-9030 / FAX 610-701-9369

PO Box 1449, West Chester, PA 19380

Quote QTE000295408

Date: 1/16/17

Sales Rep: J DUFFIN

Billing Address:

Julian Cavazos
Kingsville Police Department

Kingsville, TX 78363

Shipping Address:

Julian Cavazos
Kingsville Police Department

Kingsville, TX 78363

Order Shipped Via: ABF		Customer ID: KPD014	Customer PO:	Terms of Sale: Net 30	
Quantity	TSS Part Number	Item Description		Unit Price	Total
400	C12	Orange 12" Economy Traffic Cone		5.50	2,200.00
30	CG42-RC64	42" Grabber Cone with 6" & 4" Reflective Collar and 16 Lb. Recycled Rubber Base		37.00	1,110.00

Thank you for your interest!

Subtotal	3,310.00
Shipping & Handling	335.57
Sales Tax	0.00
Balance Due	3,645.57

Comments:

All sales are subject to terms and conditions listed on www.TrafficSafetyStore.com website. No returns without prior authorization.



buy safe® Guaranteed Shopping.

AGENDA ITEM #10

**City of Kingsville
Purchasing/IT Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: David Mason, Director
DATE: January 13, 2017
SUBJECT: Bid 17-10, CDBG-Downtown Improvements

Summary:

This item authorizes the award of contract for Bid 17-10 for Texas Community Development Block Grant ("CDBG")-Downtown Improvements.

Background:

We advertised for bids on January 22, 2017 and January 29, 2017. A non-mandatory pre-bid meeting was held January 31, 2017 with one (1) potential bidder attending. Two responsive bids were received by the deadline of Tuesday, February 7, 2017 at 1:30 p.m.

Battery Warehouse	E Tech
\$44,840.00	\$79,854.00

Financial Impact:

Funding is available through 079-5-160.01-591.00 CDBG funds.

Recommendation:

It is recommended the City contracts with Battery Warehouse, 501 E Cedar Ave Suite F, McAllen, TX 78501 for Bid 17-10 for CDBG-Downtown Improvements in the amount of \$44,840.00.



AGENDA ITEM #11

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: David Mason, Director
DATE: January 27, 2017
SUBJECT: NonExclusive Office Supply Contract

Summary:

This item authorizes a nonexclusive contract for the purchase of office supplies and furnishings from Gateway Printing and Office Supply.

Background:

Gateway Printing is a BuyBoard vendor that provides superior service and products.

Financial Impact:

The nonexclusive contract expends no funds in and of itself.

Recommendation:

It is recommended the City approves a nonexclusive contract with Gateway Printing and Office Supply, 315 S Closner, Edinburg, TX 78539 (home office) and 4934 Greenwood Dr., Corpus Christi, TX 78416 (branch).



AGENDA ITEM #12

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: David Mason, Director
DATE: January 27, 2017
SUBJECT: NonExclusive Law Enforcement Supplies and Equipment

Summary:

This item authorizes a nonexclusive contract for the purchase of law enforcement supplies and equipment.

Background:

GT Distributors is a BuyBoard and GSA approved vendor.

Financial Impact:

The nonexclusive contract expends no funds in and of itself.

Recommendation:

It is recommended the City approves a nonexclusive contract with GT Distributors, 2545 Brockton Drive # 100, Austin TX 78758.



AGENDA ITEM #13

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: David Mason, Director
DATE: January 27, 2017
SUBJECT: NonExclusive IT Equipment and Supplies

Summary:

This item authorizes a nonexclusive contract for the purchase of IT supplies and equipment from CDW-G.

Background:

CDW-G has multiple products and supplies under multiple contracts including but not limited to DIR, TCPN, and NJPA.

Financial Impact:

The nonexclusive contract expends no funds in and of itself.

Recommendation:

It is recommended the City approves a nonexclusive contract with CDW Government, 75 Remittance Drive Suite 1515, Chicago, IL 60675-1515



AGENDA ITEM #14

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Ricardo Torres, Chief of Police
DATE: January 26, 2017
SUBJECT: Patrol Vehicle Purchase

Summary:

The police department is requesting the purchase of (3) 2017, Ford, police sedans, and (2) 2017, Ford Interceptor SUV's from Silsbee Ford in Silsbee, Texas using Buyboard Contract#430-13.

Background:

These vehicles will replace (5) Dodge Chargers that have been or will be removed from service.
Unit# 2702 Unit# 2703 Unit#2705 Unit#2706 Unit# 2709

Financial Impact:

Chapter 59 funds will be used to cover the cost of the vehicles.

(3) 2017 Sedan	(2) 2017 Interceptor SUV
\$23,591.30 per unit	\$26,139.80 per unit
\$400 Buyboard fee	\$400 Buyboard fee
\$71,173.90	\$52,679.60

Total Expenditures would be \$123,853.50

Recommendation:

We request approval for the proposed expenditures from Silsbee Ford in Silsbee, Texas.



PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF KINGSVILLE

Prepared by: GLEN ANGELLE

Contact: BRADLY

Phone: 409-880-9191 C- 800-646-2749 LINE

Email:

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2017 FORD INTERCEPTOR SEDAN

Date: November 7, 2016

A. Bid Series: _____

A. Base Price: \$ 21,182.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
P2M	2017 SEDAN AWD	\$ 1,650.00			
	HEADLAMP PREP	\$ 112.80			
	SPOT LAMP	\$ 319.60		FRONT CLOTH BUCKET SEATS	
	GRILL LAMP WIRE	\$ 47.00		VINYL REAR SEAT	
	RAIL PRACKET KIT	\$ 23.50		POWER WINDOWS / LOCKS	
	TAIL LAMP PREP	\$ 56.40			
	VINYL FLOORS				
	3.7L V6				
	6-SPD. AUTO				
	AM/FM/CD				
	REAR CAMERA				

Total of B. Published Options: \$ 2,209.30

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Pre-delivery Inspection:

E. Texas State Inspection:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: 125 miles

K. Subtotal:

L. Quantity Ordered 3 x K=

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order)

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 200.00

\$ 23,591.30

\$ 70,773.90

\$ 400.00

\$ 71,173.90

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks

VENDOR—Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF KINGSVILLEPrepared by: GLEN ANGELLEContact: BRABLY 361-593-8853Phone: 409-880-9191 C- 800-646-2749 LINE

Email: _____

Email: gangelie.cowboyfleet@gmail.comProduct Description: 2017 FORD INTERCEPTOR SUVDate: November 7, 2016

A. Bid Series: _____

A. Base Price: \$ 24,158.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	PRE DRILLED FRONT HOUSING	\$ 165.00		EXT. WHITE	
	DR. SIDE LED SPOTLIGHT	\$ 345.00		2017 K8A	\$ 595.00
	GRILL WIRING	\$ 47.00			
	REAR TAILAMP HOUSING	\$ 56.40			
	CRUISE				
	AM/FM/CD				
	POWER SEAT				
	POWER LOCKS / WINDOWS				
	REAR CAMERA				
	REAR AIR	\$ 573.40			

Total of B. Published Options: \$ 1,781.80

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Pre-delivery Inspection: _____

E. Texas State Inspection: _____

F. Manufacturer Destination/Delivery: _____

G. Floor Plan Interest (for in-stock and/or equipped vehicles): _____

H. Lot Insurance (for in-stock and/or equipped vehicles): _____

I. Contract Price Adjustment: _____

J. Additional Delivery Charge: 125 miles

K. Subtotal:

L. Quantity Ordered 2 x K =

M. Trade in: _____

N. BUYBOARD Administrative Fee (\$400 per purchase order)

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 200.00\$ 26,139.80\$ 52,279.60\$ 400.00\$ 52,679.60

AGENDA ITEM #15

**City of Kingsville
Engineering/Public Works**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Charlie Cardenas, P.E., City Engineer/Director of Public Works

DATE: February 10, 2017

SUBJECT: Authorize an Agreement between the City of Kingsville and Rio Bravo Resource Conservation and Development (RC&D) Council for the administration of two separate Supplemental Environmental Projects (SEP) as agreed through the TCEQ.

Summary:

This item authorizes the approval to enter into an agreement between The City of Kingsville and Rio Bravo RC&D to administer two separate SEPs as agreed through the TCEQ to conduct a "household hazardous waste" trash off.

Background:

In 2015, The 3MGD wastewater plant experienced high copper levels in the effluent water. Also, in 2015, the 1 MGD waste water treatment plant experienced high levels of ammonia (mechanical failure). As a result, The City of Kingsville signed an agreed order with the TCEQ to perform a Supplemental Environmental Project (SEP), where the city chose to perform a household hazardous waste collection. The collections consist of residents disposing batteries, cleaning chemicals, paints, oils, etc. The TCEQ requires that SEPs are administered through third parties. The City of Kingsville has worked through the Texas Association of Resource Conservation and Development to hire a third party to administer the SEP. Rio Bravo RC&D has worked with the city in the past and was chosen to administer the SEP. Rio Bravo RC&D will assist with finding the appropriate contractor to perform the collection. The TCEQ deadline for the SEP is September 12, 2017. However, if the deadline is not met, an extension will be filed with the TCEQ.

Financial Impact:

The City of Kingsville has already paid \$55,938.00 in 2016 to the Texas Association of RC&D for this service as required by the TCEQ.

Recommendation: Staff recommends entering the agreement with Rio Bravo to proceed with the SEP.



RESOLUTION #2017-____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND RIO BRAVO RC&D COUNCIL FOR ADMINISTRATION OF TWO SEPS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") has agreed with TCEQ to perform two supplemental environmental projects ("SEPs") and desires to have Rio Bravo RC&D perform the administration of these projects;

WHEREAS, TCEQ has approved Rio Bravo RC&D to administer these SEP projects with the City, which the City has already paid for up front as required by TCEQ;

WHEREAS, the City now needs to approve this agreement as authorized by Chapter 791 of the Texas Government Code;

WHEREAS, the City and Rio Bravo RC&D believe it to be in their best interests to perform these two projects and enter into the proposed agreement between their entities;

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 an Agreement between the City of Kingsville and Rio Bravo RC&D Council for administration of two SEPs 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
13th day of February, 2017.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**AGREEMENT
BETWEEN THE CITY OF KINGSVILLE &
RIO BRAVO RC&D COUNCIL FOR ADMINISTRATION OF TWO SEPS**

This agreement is made and entered into this 18th day of January, 2017, by and between the Rio Bravo RC&D, acting by and through its governing body, its executive board, hereinafter referred to as Rio Bravo, and the City of Kingsville, Texas, acting by and through its governing body, the City Council, hereinafter, referred to as City, both of State of Texas, witnesseth:

WHEREAS, this agreement is made under the authority of Chapter 791 of the Texas Government Code; and

WHEREAS, each governing body, in performing government functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public; and

WHEREAS, the City has agreed with TCEQ to perform the two SEP projects and TCEQ has approved Rio Bravo RC&D administering these SEP projects with the CITY, which as already paid for the projects up front as required by TCEQ; and

WHEREAS, the City and RIO BRAVO believe it to be in their best interests to perform these two projects.

NOW THEREFORE, RIO BRAVO AND CITY agree as follows:

Section 1

CITY agrees to: (1) be responsible for coordinating and advertising for the two SEP project, (2) certify bills and present them to RIO BRAVO for payment, (3) be responsible for additional charges incurred that exceed the amount allocated in each SEP, (4) hold RIO BRAVO harmless from liability for actions attributable to CITY.

Section 2

RIO BRAVO agrees to: (1) advise the CITY on how to fulfill the SEP projects, (2) timely pay certified bills presented by CITY, (3) timely submit quarterly reports and other necessary information to TCEQ.

Section 3

RIO BRAVO and CITY both agree to be responsible for ensuring that their respective workers comply with all federal, state and local laws as well as TCEQ requirements.

Section 4

Nothing in the performance of this Agreement shall impose liability for claims against the CITY or Against RIO BRAVO other claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6

the parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

EXECUTED BY Rio Bravo RC&D on the 18th day of January, 2017

RIO BRAVO RC&D, Texas

Nelda L. Garcia, Chairperson

ATTEST: _____
Board Director

EXECUTED by the City of Kingsville on the _____ day of _____, 2017

CITY OF KINGSVILLE, TEXAS

ATTEST: _____
City Secretary

APPROVED AS TO FORM: _____

City Attorney

Rio Bravo RC&D Council
P. O. Box 327
Falfurrias, Texas

City of Kingsville
City Hall
200 E Kleberg
Kingsville, Texas 78363



Texas Association of Resource Conservation
And Development (RC&D) Areas

P.O. Box 2533 • Victoria, TX 77902-2533 • (361) 703-5225

Project Agreement

This agreement is made and entered into on this 12th day of September, 2016
between the TEXAS ASSOCIATION OF RC&D AREAS and the

Rio Bravo RC&D Area

The purpose of this agreement shall be to implement a project with significant environmental benefits through the Supplemental Environmental Programs (SEP) which is administered by the Texas Commission on Environment Quality (TCEQ).

Project description: Household Hazardous Waste Collection

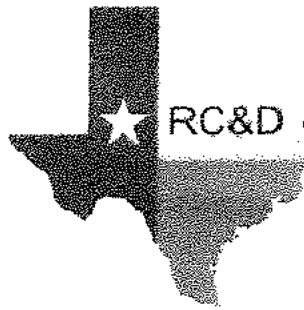
Project #: RB040 2015-1494-MWD-E

Project Location: Kleberg County: Nueces-Rio Grande Coastal Basin, Gulf Coast Aquifer

Amount of SEP Funds: \$31,500.00-- Admin: \$3,150.00--Project funds: \$28,350.00

Contributor: City of Kingsville

Project Deadline: September 12, 2017



Texas Association of Resource Conservation
And Development (RC&D) Areas

P.O. Box 2533 • Victoria, TX 77902-2533 • (361) 703-5225

Project Agreement

This agreement is made and entered into on this 19th day of October, 2016 between the TEXAS ASSOCIATION OF RC&D AREAS and the

Rio Bravo RC&D Area

The purpose of this agreement shall be to implement a project with significant environmental benefits through the Supplemental Environmental Programs (SEP) which is administered by the Texas Commission on Environment Quality (TCEQ).

Project description: Household Hazardous Waste Collection

Project #: RB041 2016-0021-MWD-E

Project Location: Kleberg County: Nueces-Rio Grande Coastal Basin, Gulf Coast Aquifer

Amount of SEP Funds: \$24,438.00– Admin:\$2,444.00=Project funds:\$21,994.00

Contributor: City of Kingsville

Project Deadline: October 19, 2017

Attachment A

Docket Number: 2016-0021-MWD-E

SUPPLEMENTAL ENVIRONMENTAL PROJECT

Household Hazardous Waste Collection

Respondent:	City of Kingsville
Penalty Amount: #1	Twenty-Four Thousand Four Hundred Thirty-Eight Dollars (\$24,438) <i>RB042016-</i>
SEP Offset Amount:	Twenty-Four Thousand Four Hundred Thirty-Eight Dollars (\$24,438) <i>0021-MWD-E</i>
Type of SEP:	Contribution to a Third-Party Pre-Approved SEP
Third-Party Administrator:	Texas Association of Resource Conservation and Development Areas, Inc.
Project Name:	<i>Household Hazardous Waste Collection</i>
Location of SEP:	Kleberg County: Nueces-Rio Grande Coastal Basin, Gulf Coast Aquifer

The Texas Commission on Environmental Quality ("TCEQ") agrees to offset the administrative penalty amount assessed in this Agreed Order for the Respondent to contribute to a Supplemental Environmental Project ("SEP"). The offset is equal to the SEP Offset Amount set forth above and is conditioned upon completion of the project in accordance with the terms of this Attachment A.

1. Project Description

#2 RB040 2015-1494-MWD-E

a. Project

Household Hazardous Waste Collection

The Respondent shall contribute the SEP Offset Amount to the Third-Party Administrator named above. The contribution will be to the Texas Association of Resource Conservation and Development Areas, Inc. ("RC&D") for the *Household Hazardous Waste ("HHW") Collection* project. The contribution will be used in accordance with the SEP Agreement between the Third-Party Administrator and the TCEQ (the "Project"). Specifically, the SEP Offset Amount will be used to coordinate with city and county government officials and private entities (collectively known as "Partner Entities") to conduct events for residents to bring in HHW such as paint, thinners, pesticides, oil and gas, corrosive cleaners, and fertilizers for proper disposal (the "Project"). Where possible, the Project may also offer electronics collection, disposal, and recycling. The Third-Party Administrator shall work with Partner Entities to determine exactly which materials will be accepted and how they will be disposed of or recycled.

City of Kingsville
Agreed Order - Attachment A

The Third-Party Administrator shall ensure that individuals qualified to make determinations regarding receiving, handling, and temporarily storing HHW are present at each event. The Third-Party Administrator shall use only licensed haulers and authorized disposal sites.

The Third-Party Administrator shall ensure that, at least 45 days before each Collection Event, Form TCEQ-20459 Notification for a Household Hazardous Waste Collection Event, as may be amended, is submitted to TCEQ in accordance with Chapter 335, TEXAS ADMINISTRATIVE CODE. The SEP will be performed in accordance with all federal, state, and local environmental laws and regulations.

All dollars contributed will be used for the direct cost of the Project, including but not limited to supplies, materials, and equipment. Any portion of this contribution that is not able to be spent on the specifically identified SEP may, at the discretion of the Executive Director ("ED"), be applied to another pre-approved SEP.

The Respondent's signature affixed to this Agreed Order certifies that it has no prior commitment to make this contribution and that it is being made solely in an effort to settle this enforcement action. The Respondent shall not profit in any manner from this SEP.

b. Environmental Benefit

This SEP will provide a means of properly disposing of HHW which might otherwise be disposed of in regular landfills, storm drains, sewer systems, or other means detrimental to the environment. This SEP will provide assistance to help rid communities of the dangers and health threats associated with HHW, and will provide for proper and protective disposal or recycling of collected materials.

c. Minimum Expenditure

The Respondent shall contribute at least the SEP Offset Amount to the Third-Party Administrator and comply with all other provisions of this SEP.

2. Performance Schedule

Within 30 days after the effective date of this Agreed Order, the Respondent must contribute the SEP Offset Amount to the Third-Party Administrator. The Respondent shall make the check payable to Texas Association of RC&D SEP and shall mail the contribution with a copy of the Agreed Order to:

City of Kingsville
Agreed Order - Attachment A

Texas Association of RC&D Areas, Inc.
Attn.: Jerry Pearce, Executive Director
P.O. Box 2533
Victoria, Texas 77902

3. Records and Reporting

Concurrent with the payment of the SEP Offset Amount, the Respondent shall provide the Enforcement SEP Coordinator with a copy of the check and transmittal letter indicating full payment of the SEP Offset Amount to the Third-Party Administrator. The Respondent shall mail a copy of the check and transmittal letter to:

Texas Commission on Environmental Quality
Enforcement Division
Attention: SEP Coordinator, MC 219
P.O. Box 13087
Austin, Texas 78711-3087

4. Failure to Fully Perform

If the Respondent does not perform its obligations under this Attachment A, including full expenditure of the SEP Offset Amount, as described in Sections 2 and 3 above, the ED may require immediate payment of all or part of the SEP Offset Amount.

In the event the ED determines that the Respondent failed to fully implement and complete the Project, the Respondent shall remit payment for all or a portion of the SEP Offset Amount, as determined by the ED, and as set forth in the attached Agreed Order. After receiving notice of failure to complete the Project, the Respondent shall include the docket number of the attached Agreed Order and a note that the enclosed payment is for the reimbursement of a SEP; shall make the check payable to "Texas Commission on Environmental Quality"; and shall mail it to:

Texas Commission on Environmental Quality
Litigation Division
Attention: SEP Coordinator, MC 175
P.O. Box 13087
Austin, Texas 78711-3087

City of Kingsville
Agreed Order - Attachment A

5. Publicity

Any public statements concerning this SEP and/or project, made by or on behalf of the Respondent must include a clear statement that the project was performed as part of the settlement of an enforcement action brought by the TCEQ. Such statements include advertising, public relations, and press releases.

6. Recognition

The Respondent may not seek recognition for this contribution in any other state or federal regulatory program.

7. Other SEPs by TCEQ or Other Agencies

The SEP Offset Amount identified in this Attachment A and in the attached Agreed Order has not been, and shall not be, included as a SEP for the Respondent under any other Agreed Order negotiated with the TCEQ or any other agency of the state or federal government.

Attachment A
Docket Number: 2015-1494-MWD-E
SUPPLEMENTAL ENVIRONMENTAL PROJECT

Respondent:	City of Kingsville
Penalty Amount:	Thirty-One Thousand Five Hundred Dollars (\$31,500)
SEP Offset Amount:	Thirty-One Thousand Five Hundred Dollars (\$31,500)
Type of SEP:	Contribution to a Third-Party Pre-Approved SEP
Third-Party Administrator:	Texas Association of Resource Conservation and Development Areas, Inc.
Project Name:	<i>Household Hazardous Waste Collection</i>
Location of SEP:	Kleberg County: Nueces-Rio Grande Coastal Basin, Gulf Coast Aquifer

The Texas Commission on Environmental Quality ("TCEQ") agrees to offset the administrative penalty amount assessed in this Agreed Order for the Respondent to contribute to a Supplemental Environmental Project ("SEP"). The offset is equal to the SEP Offset Amount set forth above and is conditioned upon completion of the project in accordance with the terms of this Attachment A.

1. Project Description

a. Project

The Respondent shall contribute the SEP Offset Amount to the Third-Party Administrator named above. The contribution will be to the **Texas Association of Resource Conservation and Development Areas, Inc. ("RC&D")** for the *Household Hazardous Waste ("HHW") Collection* project. The contribution will be used in accordance with the SEP Agreement between the Third-Party Administrator and the TCEQ (the "Project"). Specifically, the SEP Offset Amount will be used to coordinate with city and county government officials and private entities (collectively known as "Partner Entities") to conduct events for residents to bring in HHW such as paint, thinners, pesticides, oil and gas, corrosive cleaners, and fertilizers for proper disposal (the "Project"). Where possible, the Project may also offer electronics collection, disposal, and recycling. The Third-Party Administrator shall work with Partner Entities to determine exactly which materials will be accepted and how they will be disposed of or recycled.

City of Kingsville
Agreed Order - Attachment A

The Third-Party Administrator shall ensure that individuals qualified to make determinations regarding receiving, handling, and temporarily storing HHW are present at each event. Third-Party Administrator shall use only licensed haulers and authorized disposal sites.

The Third-Party Administrator shall ensure that, at least 45 days before each Collection Event, Form TCEQ-20459 Notification for a Household Hazardous Waste Collection Event, as may be amended, is submitted to TCEQ in accordance with Chapter 335, TEXAS ADMINISTRATIVE CODE. The SEP will be performed in accordance with all federal, state, and local environmental laws and regulations.

All dollars contributed will be used for the direct cost of the Project, including but not limited to supplies, materials, and equipment. Any portion of this contribution that is not able to be spent on the specifically identified SEP may, at the discretion of the Executive Director ("ED"), be applied to another pre-approved SEP.

The Respondent's signature affixed to this Agreed Order certifies that it has no prior commitment to make this contribution and that it is being made solely in an effort to settle this enforcement action. The Respondent shall not profit in any manner from this SEP.

b. Environmental Benefit

This SEP will provide a means of properly disposing of HHW which might otherwise be disposed of in regular landfills, storm drains, sewer systems, or other means detrimental to the environment. This SEP will provide assistance to help rid communities of the dangers and health threats associated with HHW, and will provide for proper and protective disposal or recycling of collected materials.

c. Minimum Expenditure

The Respondent shall contribute at least the SEP Offset Amount to the Third-Party Administrator and comply with all other provisions of this SEP.

2. Performance Schedule

Within 30 days after the effective date of this Agreed Order, the Respondent must contribute the SEP Offset Amount to the Third-Party Administrator. The Respondent shall make the check payable to Texas Association of RC&D SEP and shall mail the contribution with a copy of the Agreed Order to:

City of Kingsville
Agreed Order - Attachment A

Texas Association of RC&D Areas, Inc.
Attn.: Jerry Pearce, Executive Director
P.O. Box 2533
Victoria, Texas 77902

3. Records and Reporting

Concurrent with the payment of the SEP Offset Amount, the Respondent shall provide the Enforcement SEP Coordinator with a copy of the check and transmittal letter indicating full payment of the SEP Offset Amount to the Third-Party Administrator. The Respondent shall mail a copy of the check and transmittal letter to:

Texas Commission on Environmental Quality
Enforcement Division
Attention: SEP Coordinator, MC 219
P.O. Box 13087
Austin, Texas 78711-3087

4. Failure to Fully Perform

If the Respondent does not perform its obligations under this Attachment A, including full expenditure of the SEP Offset Amount, as described in Sections 2 and 3 above, the ED may require immediate payment of all or part of the SEP Offset Amount.

In the event the ED determines that the Respondent failed to fully implement and complete the Project, the Respondent shall remit payment for all or a portion of the SEP Offset Amount, as determined by the ED, and as set forth in the attached Agreed Order. After receiving notice of failure to complete the Project, the Respondent shall include the docket number of the attached Agreed Order and a note that the enclosed payment is for the reimbursement of a SEP; shall make the check payable to "Texas Commission on Environmental Quality"; and shall mail it to:

Texas Commission on Environmental Quality
Litigation Division
Attention: SEP Coordinator, MC 175
P.O. Box 13087
Austin, Texas 78711-3087

5. Publicity

Any public statements concerning this SEP and/or project, made by or on behalf of the Respondent must include a clear statement that **the project was performed as part of the settlement of an enforcement action brought by the TCEQ**. Such statements include advertising, public relations, and press releases.

6. Recognition

The Respondent may not seek recognition for this contribution in any other state or federal regulatory program.

7. Other SEPs by TCEQ or Other Agencies

The SEP Offset Amount identified in this Attachment A and in the attached Agreed Order has not been, and shall not be, included as a SEP for the Respondent under any other Agreed Order negotiated with the TCEQ or any other agency of the state or federal government.

Household Hazardous Waste Collection; SEP No. 2012-06

TARCD shall provide SEP Funds for household hazardous waste ("HHW") collection events. TARCD shall coordinate with city and county government officials and private entities to conduct events for residents to bring in HHW at no cost for proper disposal. Where possible, the collection event may also offer electronics collection, disposal, and recycling.

TARCD shall ensure that at least 45 days before each collection event, Form TCEQ-20459 Notification for a Household Hazardous Waste Collection Event, as may be amended, is completed and submitted to TCEQ in accordance with Chapter 335, Texas Administrative Code.

Examples of wastes that **can** be considered HHW include but are not limited to:

- pesticides
- fertilizers
- fluorescent light bulbs (including compact fluorescent light bulbs)
- oil-based paints
- anti-mildew and exterior latex paints
- thinners
- wood stains
- fuels (gasoline, propane, diesel)
- corrosive cleaners (such as lye-based oven cleaners)
- drain cleaners
- pool chlorine and acid
- televisions
- computer monitors

Examples of BOPA (batteries, oil, paint and antifreeze) wastes that **are not considered HHW** but **may be collected** and disposed of through collection events are:

- batteries
- motor oil (new or used)
- oil filters
- antifreeze (new or used)
- most latex paints

Required documentation for all HHW collection events

- All paid receipts and invoices
- Any payment record(s) necessary to perform the Project (check copies)
- Dated Photographs of collected items
- Copy of Form TCEQ-20459 Notification for a Household Hazardous Waste Collected Event sent to TCEQ
- Disposal receipts, that shows the amount and type of waste collected and properly disposed
- TCEQ permit number of the authorized facility where the waste was properly disposed



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.



ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO INCLUDE SALE OF CITY OWNED BUILDING LOCATED AT 2211 S. BRAHMA BLVD. AND INSURANCE CLAIM PROCEEDS FROM THE MAY, 31, 2016 STORM EVENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 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					
4-0000	Non-Dept	Sale of City Property	91000	\$60,000	
				<u>\$60,000</u>	
Expenses					
5-1030	City Special	Professional Services	31400	\$20,000	
5-6900	Fund Trsfrs	Transfer to Fund 098	80098	\$40,000	
				<u>\$60,000</u>	
Fund 033 CO Series 2016					
Revenue					
4-0000	Non-Dept	Transfer From Fund 096	75096	\$300,000	
				<u>\$300,000</u>	
Expenses					
5-1030-	City Special	City Hall Cottage-Building Remodel	71311	\$300,000	
				<u>\$300,000</u>	
Fund 096 Insurance Claim Recovery Fund					
Expenses					
5-1030	City Special	Professional Services	31400		\$474,314
					<u>\$474,314</u>
5-6900	Fund Trsfrs	Transfer to Fund 033	80033	\$300,000	
5-6900	Fund Trsfrs	Transfer to Fund 098	80098	\$174,314	
				<u>\$474,314</u>	

Fund 098 Economic Development Fund**Revenue**

4-0000	Non-Dept	Transfer From Fund 001	75001	\$40,000
4-0000	Non-Dept	Transfer From Fund 096	75096	\$174,314
				<u>\$214,314</u>

Expenses

5-1060	Economic Dev.	Prof Svcs-Call Center Lease	31421	\$147,917
5-1060	Economic Dev.	Professional Services	31400	\$66,397
				<u>\$214,314</u>

[To amend the City of Kingsville FY 16-17 Budget to include the sale of City owned building at 2211 South Brahma Blvd and insurance claim proceeds from the May 31, 2016 storm event as per the attached memo from the City Manager.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of February, 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 #17

AGENDA ITEM #18