

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION MONDAY, APRIL 10, 2017 REGULAR MEETING**

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

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

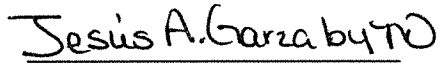
#### **OPEN MEETING**

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

**MINUTES OF PREVIOUS MEETING(S)**

Special Meeting – March 20, 2017

APPROVED BY:

  
Jesús A. Garza  
City Manager

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

1. None.

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

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

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

**V.**

**Consent Agenda**

**Notice to the Public**

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Consider final passage of an ordinance granting a special use permit for 1900 S. Brahma Blvd., being a 2.53 acre tract of land out of Lot 11, Block 17, KT&I Subdivision to be named Sanchez Real Estate Subdivision, Lot 1, Block 1, for an animal clinic with outdoor pens. (Director of Planning and Development Services).

**REGULAR AGENDA**

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

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

2. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding between the Texas Community Federal Credit Union and the City of Kingsville. (City Manager).
3. Consider a resolution approving an application and agreement for the Historic District Façade Grant Program from Luis Fuentes, Jr. for properties located at 108-116 S. 7<sup>th</sup> Street, Kingsville, Texas. (Downtown Manager).
4. Consider request from the Texas General Land Office to allow the disposal of several boats at the City Landfill and waiver of the tipping fees (estimated at \$262.00). (City Engineer/Public Works Director).
5. Consider accepting final supplemental insurance proceeds from May 31, 2016 storm event. (Finance Director).
6. Consider introduction of an ordinance amending the Fiscal Year 2016-2017 Budget to include proceeds from the final supplemental insurance claim for the May 31, 2016 storm event. (Finance Director).
7. Consider introduction of an ordinance amending the Fiscal Year 2016-2017 Budget to purchase additional water meters. (Finance Director).
8. Consider authorizing the acquisition of EMS defibrillators and other critical equipment and the lease purchase agreement for said equipment, as per staff recommendation. (Fire Chief).
9. 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.

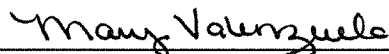
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative 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:

April 5, 2017 at 11:30 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



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

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

By: \_\_\_\_\_  
City Secretary's Office  
City of Kingsville, Texas

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



MARCH 20, 2017

**A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, MARCH 20, 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  
Diana Gonzales, Human Resources Director  
Charlie Cardenas, Public Works Director/Engineer  
Kyle Benson, IT Manager  
Susan Ivy, Parks Manager  
Sharam Santillan, Capital Projects Manager  
Cynthia Martin, Downtown Manager  
Ricardo Torres, Chief of Police  
Pete Pina, Landfill Supervisor  
Israel Vasquez, Facility Maintenance Manager  
Emilio Garcia, Health Director  
Jason Alfaro, Parks & Rec Director  
Leo Alarcon, Tourism Director

**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 – March 13, 2017

**Motion made by Commissioner Pena and Commissioner Pecos to approve the minutes of March 13, 2017 as presented, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Pena, Pecos, Garcia, Fugate voting “FOR”.**

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

1. None.

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

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

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

Mrs. Courtney Alvarez, City Attorney, reported that the next regular City Commission meeting will be on Monday, March 27<sup>th</sup>. Alvarez further announced the following upcoming events; Kingsville Fire Department open house ceremony Monday, March 27<sup>th</sup> at 5:00 P.M. and City of Kingsville Trash-Off Day, Saturday, April 8, 2017 from 8:30 A.M. to 12:00 P.M., at its original location.

#### **IV. Public Comment on Agenda Items.<sup>3</sup>**

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

Jack Perkins, 402 W. Henrietta, commented that he has heard about money that is available to the city. He stated that there is a charter that states that a city can only borrow so much of that money in each period. He stated that understands that money has been allocated. He has heard that the Parks Plan is to generate tourism for the city. He further asked if all the money that is generated by tourism stay in the City of Kingsville. Perkins further asked how many tourist will be taking advantage of the city's parks.

Herlinda Perkins, 402 W. Henrietta, commented that she would like to express her concerns pertaining to the excessive spending approved by the City Commission that do not benefit the community. Tax payer's money need to be spent for services for the residents. Perkins further commented that the city needs to allocate money to repair city streets, to insure the safety of drivers and walkers, especially in the downtown area. She is one of the two people that fell in the area of H.E.B. while pushing her shopping cart on city road. She further commented about the renovation of the Cottage Building and the cost of \$600,000 which she feels will not benefit her or the people of Kingsville. She also commented about the fact that some city streets are made of concrete and some of asphalt. She stated that the Kingsville Downtown Plan does not show include the fixing of city streets.

Lance Hamm, 912 South Creek, commented that he is concerned about the city not having a Risk Manager that can tell the City Manager and City Commission what risk and safety hazardous the city has. Hamm stated that this position is very important to have as they can tell where the dangerous areas are at within the city. He further commented about lighting on Hwy 77. Hamm further commented that if the city can't maintain what we have now, how is it supposed to maintain the new things coming in. He also commented about the need of additional crosswalks around the University and the High School. Mr. Hamm stated that the City needs to see the big picture about safety.

#### **V.**

##### **Consent Agenda**

##### **Notice to the Public**

*The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been*

*discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.*

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

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

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

**1. Motion to approve final passage of an ordinance amending Chapter III, Article 7- Personnel Policies, Section 1-Classification and Compensation Plan to reclassify and rename a certain position within the exempt schedule of the Fiscal Year 2016-2017 City of Kingsville Classification and Compensation Plan. (City Manager).**

**2. Motion to approve final passage of an ordinance amending the Fiscal Year 2016-2017 Budget to include the purchase and installation of a 4<sup>th</sup> Emergency Warning Siren. (Chief of Police).**

**3. Motion to approve final passage of an ordinance amending the Fiscal Year 2016-2017 Budget to include Special Events Overtime for the Kingsville Police & Fire Departments. (Finance Director).**

**4. Motion to approve final passage of an ordinance amending the Fiscal Year 2016-2017 Budget to increase the Equipment Rental and Equipment Maintenance Budgets for the landfill. (City Engineer/Public Works Director).**

**5. Motion to approve final passage of an ordinance amending the Fiscal Year 2016-2017 budget to increase the contribution for the Kleberg County Airport Grant cash match. (Director of Finance).**

**REGULAR AGENDA**

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

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

**6. Presentation and discussion of the Parks Master Plan. (City Manager).**

Mr. Garza commented that by having a master plan in place helps not only with making improvements to the Parks but also helps with applying for grants. Over the last year the City has been working with Halff Associates in the preparation of a Parks Master Plan which will be presented during tonight's meeting.

Christina Lentz and Joshua Donaldson of Halff Associates made the presentation of the Parks Master Plan to the City Commission.

Christian Lentz, Senior Planner, Halff Associates stated that the plan is a plan that can be done in phases. This plan is a reflection from public feedback as well as feedback from staff. One of the key reasons to prepare a master plan is if the City ever applies for grant funding to score well in the grants process. Having this document in place assist the city in the scoring of the grant requirements that is submitted to the Parks & Wildlife. Another key aspect of having the plan is that it needs to be in place and have parkland acreage goals which is used as the bases to develop a parkland dedication ordinance that may be added

to a subdivision regulation in a future date. If the city ever chooses to adopt a dedicated parkland ordinance it has to have a reason that it created the formula for which it requests from the development community either parkland dedication or fees in lieu of which have to be based on the parkland goals that are in the park plan. Lentz commented that the key to the process is the publication participation that was received, as we had stakeholder input meetings, online public input survey that received 500 responses to that online survey. There was also a public open house at the beginning of the process to try to verify and provide some validity and feedback that was received from the public survey. There were four meetings of the Parks Advisory Committee and in addition to that there was a workshop for the Dick Kleberg Park conceptual plan. By receiving the public input the five-chapter master plan was then drafted. The Parks Advisory Committee is an important part of the planning process particularly if you are not able to have a substantial number of public meetings throughout the planning process. The Parks Advisory Committee are the eyes and ears of the planning process. The individuals that helped in trying to get the word out, there is a process going on they were instrumental in encouraging people in participating in the public survey, for which a community this size, had an excellent response to the survey. There are six Kingsville goals in the Parks Master Plan; maintain Kingsville park properties and facilities in an exceptional condition and appearance; provide a balanced distribution of city park properties and facilities to ensure citizen access to recreational opportunities; increase the value of neighborhood parks to surrounding residents; develop a comprehensive system of linear parks, and bicycle and pedestrian trails, to connect Kingsville's neighborhoods to public parks and other destinations; provide a diverse offering of recreational programming and community events to increase residents quality of life; and support the Kingsville parks and recreation system through a mix of public and private funding methods, sources, and partnerships. There are six essential public benefits to parks; improve health and wellbeing; provide opportunity to be involved; safe haven to youth; increase tourism, contribute to the economy; and promote conversation. The demand based assessment was created from online public survey, stakeholder meetings, and Dick Kleberg Park workshop. The standard based assessment was based on parkland acreage, park accessibility, and facility measures.

Mr. Joshua Donaldson, Landscape Designer and Planner of Halff Associates commented that the resource based assessment shows that creeks, floodplains, and drainage areas are key contributions to the development of a linear park network. KISD properties are located in close proximity to neighborhood parks should be leverage to expand park recreational offerings, specifically field space for sports based recreation. It is important to build a relationship with KISD, to expand practice space which will be closer for residents than going out to Dick Kleberg Park. Mr. Donaldson further stated that the standard based assessment is service ratios compared to population, parkland service ratios, facility service ratios, and establish benchmarks. As for neighborhood park service area, standards are established for both acreage and proximity, does not currently meet the recommended acreage standards, and locate in proximity to many of the community residents. Community park service area, standards are established for both acreage and proximity. Currently exceed the acreage standards and location currently leaves many residents outside recommended proximity standards.

Mayor Fugate thanked Mr. Lentz and Mr. Donaldson for their hard work on the preparation of the Parks Master Plan. Fugate further asked if the majority of the people that will benefit from the use of these Parks will be used by our own citizens. Mr. Lentz responded that it would be used by the citizens of this community. Fugate further commented that very few tourists will use this parks system. Lentz responded that he would agree with that comment, but the only case where tourists would use the parks system is depending on the investments for the JK Northway Exposition. Fugate commented that he understands about tourists at the JK Northway Exposition but what he is asking about is the trails and neighborhood park, will primarily be used by the citizens of Kingsville. Lentz responded yes as the plan is

designed to meet the citizen's needs. Mayor Fugate stated that this is a quality of life issue that has been addressed in the past that is being addressed now. Fugate stated that for anyone to come in and say that money is being spent for tourist is not the situation.

Mr. Lentz spoke about the Needs Assessment and Summary Findings. There is a strong demand for trails. Standards needed for nature parks/preserves and linear parks. Aquatic activities are highly desired by the community, such as splash pads. Lentz further commented that the neighborhood parks are currently well placed. There are many partnership opportunities with KISD to add recreation space. There is a lack of field space to practice. Maintenance is the greatest priority for improving the park system. Establishing a parks land dedication ordinance would likely address many long-term park land needs. Parks system recommendations; improve neighborhood park levels of service through public partnerships; develop the lawn next to City Hall in Kingsville City Green; construct a skate park at Brookshire 2 Park; construct covered basketball court at Thompson Park; construct multi-use trails along key corridors; prepare and implement prairie or woodland restoration plan; develop park management plan for maintenance; develop aquatic facilities plan; create L.E. Ramey Trap and Skeet Range task force; and develop park land dedication ordinance. Other recommendations are signature element for almost every park. For example, Brookshire 1 Park: BMX Pump Track; Brookshire 2 Park, skate park/pool; Corral Park, trailhead for Tranquitas Creek Trail; Flato Park, apply neighborhood park development principles; Los Hermanos Park, splash pad; Thompson Park, covered basketball court. It is recommended to remove Kenedy Park from the system as it overlaps by other parks near the area. This Park is located on a very small space and located near a busy street in Kingsville.

Mayor Fugate commented that Kenedy Park is not a park. This was a donation to the city in 1944 by the King Ranch. This property was to be used as a park and if not used as a park it was to be returned to the King Ranch.

Mr. Lentz commented that the plan recommendation also includes neighborhood park design recommendations. Used as an example was Los Hermanos Park as how neighborhood park spaces can be reorganized and decluttered and developed in a way that you can look at maintenance cost over time. Mr. Lentz showed the Commission a map of linear parks and how to construct multi-use trails along creek corridors, initial phase between Corral Park to Los Hermanos Flores Park. Lentz discussed Dick Kleberg Park Conceptual Development Plan. Stakeholders input was from Planning Advisory Committee, stakeholders, and city staff that were engaged as part of a design workshop to provide recommendations for the future of Dick Kleberg Park. This input became the program elements for the conceptual design to Dick Kleberg Park. Stakeholders input, a series of concepts for the Park were presented to Planning Advisory Committee members and city staff, comments were integrated into the final concept design. A presentation of an illustrative concept for Dick Kleberg Park was delayed to incorporate redevelopment design concepts for the J.K. Northway Exposition Center. The recommendation for Dick Kleberg Park is to have sports fields, community gathering and festival area and amenity and picnic area.

Mr. Donaldson discussed three specific areas in Dick Kleberg Park. These areas are the sport fields, community gathering and festival area, and amenity and picnic area. It is being recommended to construct the Saddle Horn Plaza and parking addition next to soccer complex. Renovate and construct youth softball and youth baseball fields. Renovate and construct baseball field, football field, and soccer field facilities. As for the amenity and picnic area, it is recommended to redevelop and add facilities to the amenity and picnic area north of Escondido Creek. Develop new west entrance from 6<sup>th</sup> Street and preserve/acquire south bank of Escondido Creek.

Mr. Lentz discussed the methodology for developing cost estimate. Project cost are based upon Halff Associates' multi-disciplinary experience. Real and recent project data as a

foundation for cost per unit connection. Partnering with cities in reviewing bid packages. Lentz mentioned certain ways that the city could fund these projects. Municipal Bonds, city issues bond and receives immediate payment and bond amount is paid over time through installments. Tax increment financing, financing mechanism using increase in property tax collected to pay for bonding. Park Improvement fee funds, funds collected by the city from the developer to offset impact on park system. Park land dedication, fee in-lieu, cash payment by developer for assembly of park land, this is often used as a contribution method instead of land dedication. Utility bill contributions, cities may allow residents to electively add funds to their utility collection bills to help fund park improvements. Grant funding is also available. Texas Parks and Wildlife Department offers several competitive grant opportunities, often with matching fund incentives. Land and Water Conservation Fund provides state grants which can be used for park development and park land acquisition. Texas Department of Transportation allocates grants that can be used for trails and streetscapes, in terms of active transportation there is the potential for overlap on projects that focus on the development of trails and side-paths. Foundation and Company Grants, local and regional opportunities for park funding are often available, these mechanisms can often be used to help leverage other stated of federal park funding initiatives.

Commissioner Garcia asked that the cost estimates, are these typical of labor, material cost to our general area. Mr. Lentz response was yes, not just general area but also not only communities in South Texas but also communities that are about the size of this area. When these cost estimates are put together, they do run their estimates by their McAllen office even though they are created in the Austin area where their main office is located.

**7. Consider introduction of an ordinance adopting the Kingsville Parks Master Plan. (City Manager).**

Mayor Fugate commented that the County ran the Parks System for many year in Kingsville and the city only contributed money as the city didn't have a lot of say in the day to day operations of the parks. The parks system has not been where it needs to be. It has been a constant decline over 30 years. A couple of years ago, the city decided to take the lead in developing the parks. Fugate stated that there have been some comments made about taking care of our citizens first, but he believes this is a critical part of taking care of our citizens. Fugate commented that he would challenge anyone to look at the city's budget and see how this Commission spends their money. The majority of our tax dollars go to public safety, Police and Fire. Part of it also goes to streets, water, wastewater, health, tourism, and a lot of different parts of this city that we are responsible for which we take very seriously. The parks in this community have been neglected for many years and it's time to do something about them. It is not for people outside of Kingsville, it's for all citizens of Kingsville. Fugate commended Commissioner Garcia for pushing the park system issue.

Mrs. Alvarez commented that citizens will have the opportunity to make comments again on the Parks Master Plan at the next meeting when the item will be presented for final approval, Monday, March 27, 2017 during the Public Comments section of the agenda.

Introduction item.

**8. Consider final passage of an ordinance adopting the Kingsville Downtown Vision Plan. (City Manager).**

Mr. Garza stated that has presented the Downtown Vision Plan to the Historical Board as well as have spoken to some downtown merchants and citizens. They are excited about the plan. The feedback he has received is about the downtown street being a huge priority in this project. Staff is looking at solution to address the street issue. Another concern is the parallel parking configuration. Some don't like the parallel parking. Staff is looking at UTSA to assist on renderings for parking. Garza further commented that if the Commission

wasn't comfortable with adopting this plan tonight and they rather wait until they see some other options, that would be ok.

Mayor Fugate asked that if the Commission adopts the plan, individual components will come to the City Commission for approval.

Mr. Garza responded that individual components will come to the City Commission for final approval. There are options if it is the desire of the Commission to wait, staff will do that. If the Commission feels comfortable in adopting the plan staff can come back later with those options, that can be done as well.

Mayor Fugate asked that the next item is asking for a grant, it this time sensitive.

Mr. Garza this specific grant does not have a deadline. Staff wants to make sure they get it in sooner rather than later, as we don't know what's going to happen to those funds as it is a federal grant. Staff wants to take advantage of the funds that are allocated this fiscal year for the program.

Commissioner Pena asked if the grant was for this vision plan. Mr. Garza responded yes.

Mrs. Alvarez commented that this is just a plan, an observation of things that can be done in the future if the Commission chooses to do them and allocate funding for them. As they Mayor mentioned, these items will come up on a piece mill basis where if it was the City Commission and City Manager's choice to proceed with the project they can identify the project and identify funding for the project and move forward with it at that time. Just by adopting the plan doesn't commit or tie the city to doing any and everything that is in the plan as it's just a vision.

Mayor Fugate commented that the complaint that he has received is about streets. This plan does not keep the city from allocating funds and repairing those streets. The other complaint he has received is having to do with parallel parking.

Commissioner Lopez commented that she has received calls about the plan. Citizens aren't happy with any part of the plan; they want their streets fixed. She understands that part of the funding is coming from Certificates of Obligation that was approved by the prior commission, before she was elected to office. She further commented that the citizens that she has heard from don't anything other than the streets fixed.

Mr. Garza responded that he agrees that streets are a priority and the cost of the Downtown Vision Plan was \$5,000 due the partnership with the University. If the plan was done by a private firm it could have cost between \$50,000 to \$70,000. The million dollars that was allocated to the downtown area is specifically for downtown infrastructure. Garza further commented that he is aware that there is an educational part that needs to be done by staff, this would be to educate citizens that not all that is proposed in the downtown plan will be at the cost to the tax payers. For example, the Downtown Event Center and the Texas Theatre would not be at the cost to the city. Money that will be spent by the city will be used to fix Kleberg Street.

Commissioner Lopez commented that this is where the problem is, citizens are seeing the event center and they feel that the city is spending money on these types of building. Lopez further commented that city staff has not educated the citizens of this community with regards to the Downtown Vision Plan.

Mr. Garza commented that he agrees that there is a lot more that staff can do to help put out information and this is something that he has discussed with the City Commission during his one on one meetings. There is a need to improve the organization of structure

to help that front. Garza stated that this is something that staff is conscious of as it is a priority for staff to improve on certain areas.

Mayor Fugate commented that this is a problem throughout the community as we don't have a lot of media coverage so it's a real problem in trying to educate our citizens on what is going on in our city. Fugate further commented that he understands that there are a few people that don't care to dream or look at visions, which he is not one of those, but this has been lacking within our community. People need to plan and see the vision of our community for the future.

Commissioner Lopez commented that while she was watching the news this morning and they mentioned the Downtown Vision Plan but was showing the Parks Master Plan instead, which is confusing to the citizens.

Commissioner Garcia commented that on having vision and a view on what could be and what is it is very important to a community that wants to grow. Garcia further commented that he is an individual who wants his community to grow and doesn't want to see status quo. This community has seen status quo for a long time, and if this Commission and staff doesn't do it, who else will do it. Garcia further commented that the County Commissioners Court, Kingsville Independent School District can't do what the City Commission can do. The city is the only that has the tools and the skilled individuals that can promote changes. If the city doesn't do it, nobody else will do it. He wants the future generation of Kingsville to have the opportunity that we didn't have.

**Motion made by Commissioner Garcia to approve the Kingsville Downtown Vision Plan, seconded by Commissioner Pena.**

Commissioner Lopez asked for clarification on the million dollars that has been allocated to the Downtown Vision Plan. Lopez asked that if this money is for infrastructure. Mr. Garza responded that it is for downtown infrastructure which will include streets, sidewalks, lighting, drainage improvements, and parking lot improvements. Lopez further asked if staff was going to try to do all this up to the Courthouse. Mr. Garza responded that the vision that staff has is to go from City Hall all the way down to the Courthouse.

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

**9. Consider a resolution authorizing participation in the U.S. Department of Commerce's Economic Development Administration Grant Program called the Economic Adjustment Assistance and Public Works Programs for improvements to downtown, authorizing the Mayor to act on the City's behalf with such programs. (Capital Improvements Manager).**

Mr. Sharam Santillan, Capital Improvements Manager, stated that the Economic Development Administration solicits applications from applicants in rural and urban areas to provide investments that support construction, non-construction, technical assistance, and revolving loan fund projects under EDA's Public Works and EAA programs. Grants and cooperative agreements made under these programs are designed to leverage existing regional assets and support the implementation of economic development strategies that advance new ideas and creative approaches to advance economic prosperity in distressed communities. The City of Kingsville intends to apply for the Economic Development Administration's Public Works Program under this federal funding opportunity. The application will be for up to \$2.25 Million of grant funds to carry out downtown improvements which include street, sidewalk, infrastructure, landscaping and lighting improvements. The downtown improvements will be primarily focused on Kleberg Avenue between 6<sup>th</sup> Street and 8<sup>th</sup> Street and on 7<sup>th</sup> Street between Yoakum Avenue and King Avenue. Santillan



further stated that per the U.S. Census Tract Data, the project location meets the distress criteria for a 60/40 percent match grant. The City intends to use moneys from the 2016 Certificates of Obligations that were set aside from downtown improvements. The City would match \$900,000 and in return receive \$1.3 Million of grant funds for a total of \$2.25 Million. Santillan commented that it is staff's recommendation to move forward with authorizing the submission of the Fiscal Year 2017 Economic Development Assistance Program application.

Mayor Fugate asked if there were any additional grants that the City could apply for. Mr. Garza responded no.

**Motion made by Commissioner Pena to approve this resolution authorizing participation in the U.S. Department of Commerce's Economic Development Administration Grant Program called the Economic Adjustment Assistance and Public Works Programs for improvements to downtown, authorizing the Mayor to act on the City's behalf with such programs, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Garcia, Lopez, Pena, Pecos, Fugate voting "FOR".**

#### **VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 7:48 P.M.

---

Sam R. Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, TRMC, City Secretary

# **CONSENT AGENDA**

# **AGENDA ITEM #1**

**City of Kingsville**  
**Department of Planning and Development services**

---

TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Tom Ginter, Director  
DATE: March, 17, 2017  
SUBJECT: Special Use Permit request from authorized agent Matt Glaze, P.E., (property owner Shelley Sanchez) for an animal clinic with outdoor pens (C2) at 1900 S. Brahma Blvd

---

**Summary:** The property owner Shelley Sanchez along with Dr. Eddie Sanchez are requesting a Special Use Permit (SUP) to allow their animal clinic to have outdoor pens

**Background:** Approximately 1 year ago Dr. Eddie Sanchez purchased 2.53 acres from the First Christian Church to build an animal clinic. The rezoning of the property to do that was approved in May of 2016. They are now requesting a SUP to have outdoor pens at this location. Outdoor pens will allow him to continue to provide service to his equine clients. Noting from the memo that they have supplied and the one that I wrote for the Planning and Zoning Commission I think here is specific information about this request:

1. There will be approximately 3 to 4 horse stalls
2. This service will be for clients who need to keep horses overnight for medical purposes and in need of 24 hour care
3. Employees of the clinic will attend to the animals every 2 to 4 hours, even afterhours and on weekends
4. The waste from the stables will be cleaned up and deposited in the dumpster.
5. There will be a privacy fence surrounding the stable area with security gates at the entrance and exit. The stable area itself will also have a gate so animals cannot escape the facility. It will essentially be a double gated area.
6. Concerning possible smell issues, the stalls will be cleaned as needed to take care of that issue. They are expecting on the average 1 animal to be kept overnight per month.



**City of Kingsville**  
**Department of Planning and Development services**

7. The stable area will be behind the proposed building as designed in the conceptual layout that is included in the packet, so it will not be seen from Brahma Blvd.
8. Illumination that will be proposed will be for security purposes and will not negatively impact the adjacent property.

It's possible that other questions may come up which I believe will be reviewed when the plans are submitted for review by the development review team.

**Financial Impact:** It's possible that this will be a positive financial impact for the city, since the appraisal could be higher than his current office at 1400 E. King. I believe that it will be a positive move for Dr. Sanchez and his practice.

**Recommendation:** The Planning and Zoning Commission voted 6 to 0 to recommend approval of the special use permit (SUP) request.



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

**PROPERTY INFORMATION: (Please PRINT or TYPE)**

Project Address 1900 S. Brahma Blvd. Nearest Intersection E. Ailsie Ave. & S. Brahma Blvd.

(Proposed) Subdivision Name Sanchez Real Estate Subdivision Lot 1 Block 1

Being a 2.53 acre tract of land out of Lot Eleven (11), Section Seventeen (17) of the Kleberg Town and Improvement

Legal Description: Company Subdivision, an Addition to Kleberg County, TX.

Existing Zoning Designation C2 - Retail District Future Land Use Plan Designation Public/Institutional

**OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)**

Applicant/Authorized Agent Matt Glaze, P.E. Phone 361-578-9836 FAX \_\_\_\_\_

Email Address (for project correspondence only): mglaze@urbanvictoria.com

Mailing Address 2004 N. Commerce St. City Victoria State TX Zip 77901

Property Owner Shelly Sanchez Phone 361-815-2709 FAX N/A

Email Address (for project correspondence only): N/A

Mailing Address 1400 E King Ave. City Kingsville State TX Zip 78363


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

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

Please provide a basic description of the proposed project:

See attached

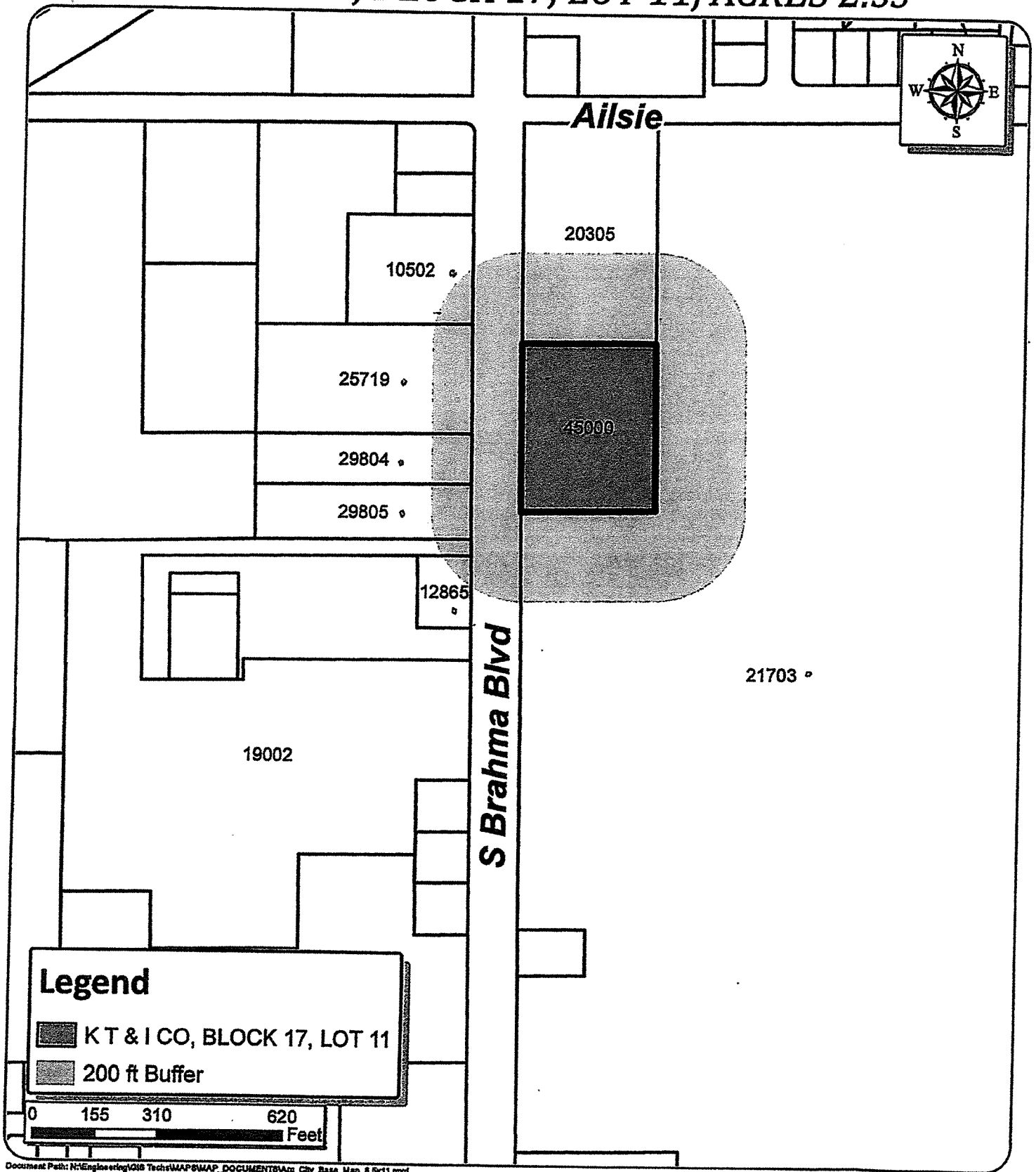
I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature  Date: 03/02/2017

Property Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

# KT & I CO, BLOCK 17, LOT 11, ACRES 2.53



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Page 1 / 1	Drawn By: Engineering Department	<p><b>DISCLAIMER</b></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><b>CITY OF KINGSVILLE</b> <b>ENGINEERING DEPARTMENT</b></p> <p>200 East Kleberg Kingsville, Texas 78363 Office: 361-535-8005 Fax: 361-535-8035</p>
	Last Update: 3/16/2017		
	Note:		



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

PAYLESS SHOE SOURCE INC  
% HEATHER SMITH  
PO BOX 3560  
TOPEKA, KS 66601-3560  
#29805

ALPHA LAKE LTD  
A TEXAS LIMITED PARTNERSHIP  
1700 GEORGE BUSH DR E  
STE 240  
COLLEGE STATION, TX 77840-3351  
#19002

WILCOX FAMILY LLC  
353 WILLIAMSON PL  
CORPUS CHRISTI, TX 78411-  
1515  
#25719

WILLIAM MARIN  
GINA MARCELA MARIN  
4542 BARNARD DR  
CORPUS CHRISTI, TX 78413  
#12865

STARS RESTAURANTS LLC  
2941 NW 156<sup>TH</sup> ST  
EDMOND, OK 73013  
#29804  
K I S D  
PO BOX 871  
KINGSVILLE, TX 78364-0871  
#21703



	R1	R2	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Drag strip, race track										S	S	
Gasoline service station							P	P	P	P		
Gasoline sales						S	P	P	P	P		
Commercial parking structure auto only							S	P	P	P		
Truck storage							S	S	P	P	P	
Used auto parts, sales, indoors							S	P	P	P	P	
New or reconditioned auto parts, indoors							S	P	P	P		
Seat cover or muffler installation shop							S	P	P	P		
Tire recapping and retreading shop									S	P	P	
Wrecking or salvage yards for auto or parts									S	S		
Storage of autos							S	S	P	S	P	
<i>Retail or Related Uses</i>												
Antique or collectable shop						S	S	P	P			
Art supply store						S	P	P	P			
Animal clinic or pet hospital, no outdoor pens							P	S	P	P		
X Animal clinic or pet hospital with outdoor pens							S X		S	P	P	P



March 2, 2017

RE: Kingsville Veterinary Services  
Special Use Permit Request  
Project #E21769.00

Mr. Tom Ginter  
Planning & Development Services Director  
City of Kingsville  
200 E. Kleberg  
Kingsville, TX 78363

Dear Mr. Ginter:

As the agent for the above referenced project, I respectfully request that the Planning and Zoning Commission of the City of Kingsville, Texas consider request for Special Use Permit (SUP) allowing outdoor pens for the Sanchez Real Estate Subdivision project. An overview of the project and the property in question is detailed below.

#### **Project Overview**

Sanchez Real Estate Subdivision is a proposed 2.53 acre subdivision for the future Kingsville Veterinary Services project. The property was previously owned by The First Christian Church. The church rezoned the property to allow for the sale of the 2.53 acres to Dr. Eduardo Ruben Sanchez. The zoning of the property to C2 – Retail District was recommended for approval by the Planning and Zoning Commission at their April 15, 2016 meeting. Final approval was granted by the City Commission on May 16, 2016. This allowed for the construction of a future animal clinic or pet hospital.

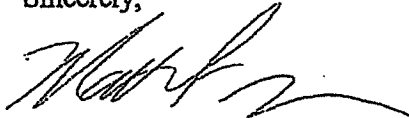
Our client is requesting an SUP to allow for the use of outdoor pens at this location. C2 – Retail District does not allow for the use of outdoor pens at a veterinary facility by right. Therefore, we are requesting an SUP to allow for our client to continue to service his equine clients. We feel this is a vital part of the clinic and services a need within the community.

The facility will offer approximately three (3) to four (4) horse stalls. These stalls will be used as part of the clinics equine business. The clinic will only offer this service for clients who need to keep their horses overnight for medical purposes, and are in need of 24-hour care. They will be attended to by someone at the clinic every two (2) to four (4) hours, even afterhours and on weekends. Currently, the clinic provides this service to clients on average of 1 horse a month or less.

The horse stall area is proposed behind the clinic. It will not be visible from S. Brahma Blvd. The owner plans to install a privacy fence in this area and it will be gated for security purposes, which will provide for additional screening from any street view. Illumination of the area will only be for security purposes. No illumination is being proposed that will negatively impact the adjacent property.

If you have any questions, please do not hesitate to contact me at (361) 578-9836 or by email at [mglaze@urbanvictoria.com](mailto:mglaze@urbanvictoria.com). Thank you for your time and assistance in this matter.

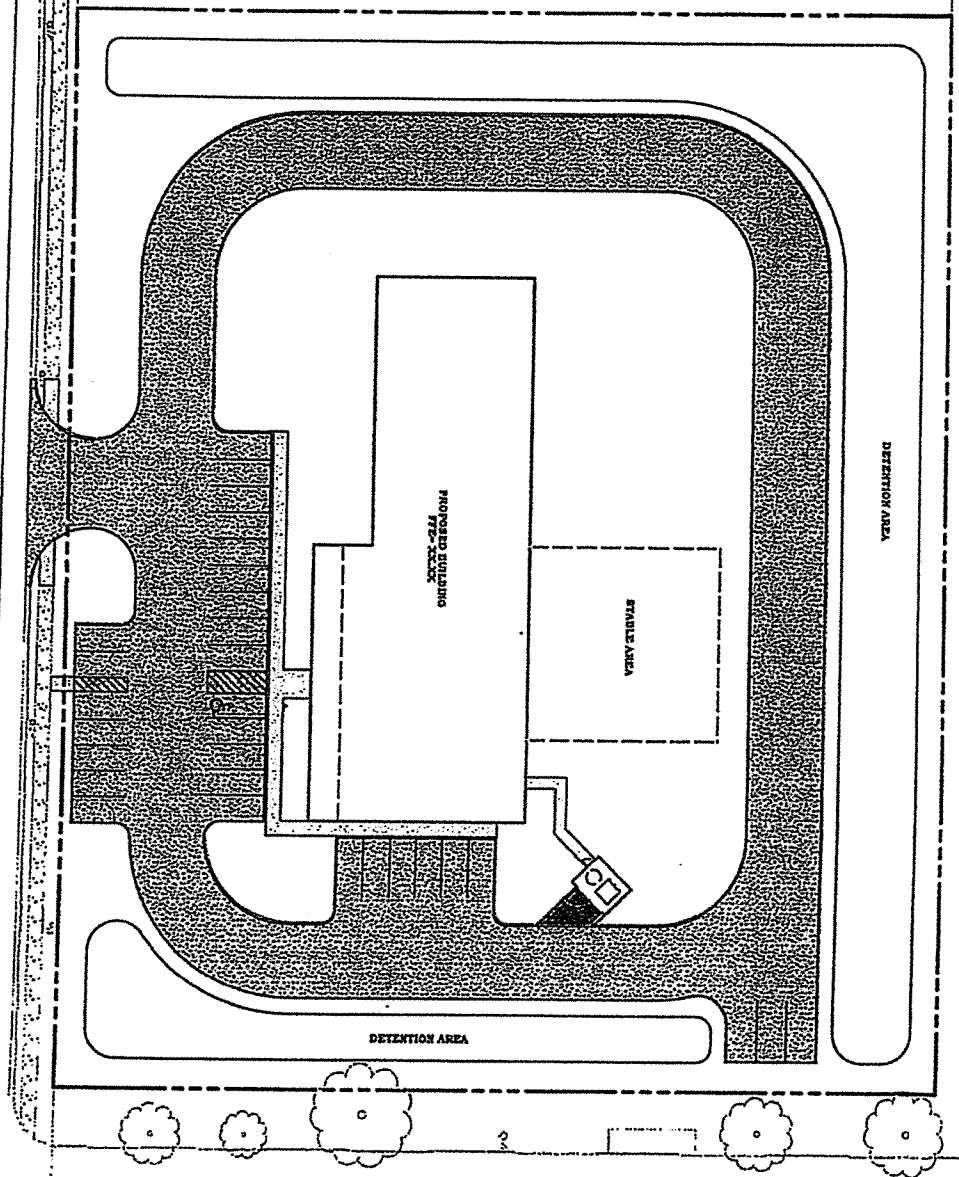
Sincerely,



Matt Glaze, P.E.  
Urban Engineering

MG/mlp

S. HENRIETTA HWY. (I-37) 17170



GRAPHIC SCALE IN FEET  
0 60 120

© 2017 URBAN ENGINEERING

DATE 03/02/17

CONCEPTUAL LAYOUT  
**KINGSVILLE VET CLINIC**  
KINGSVILLE, TEXAS

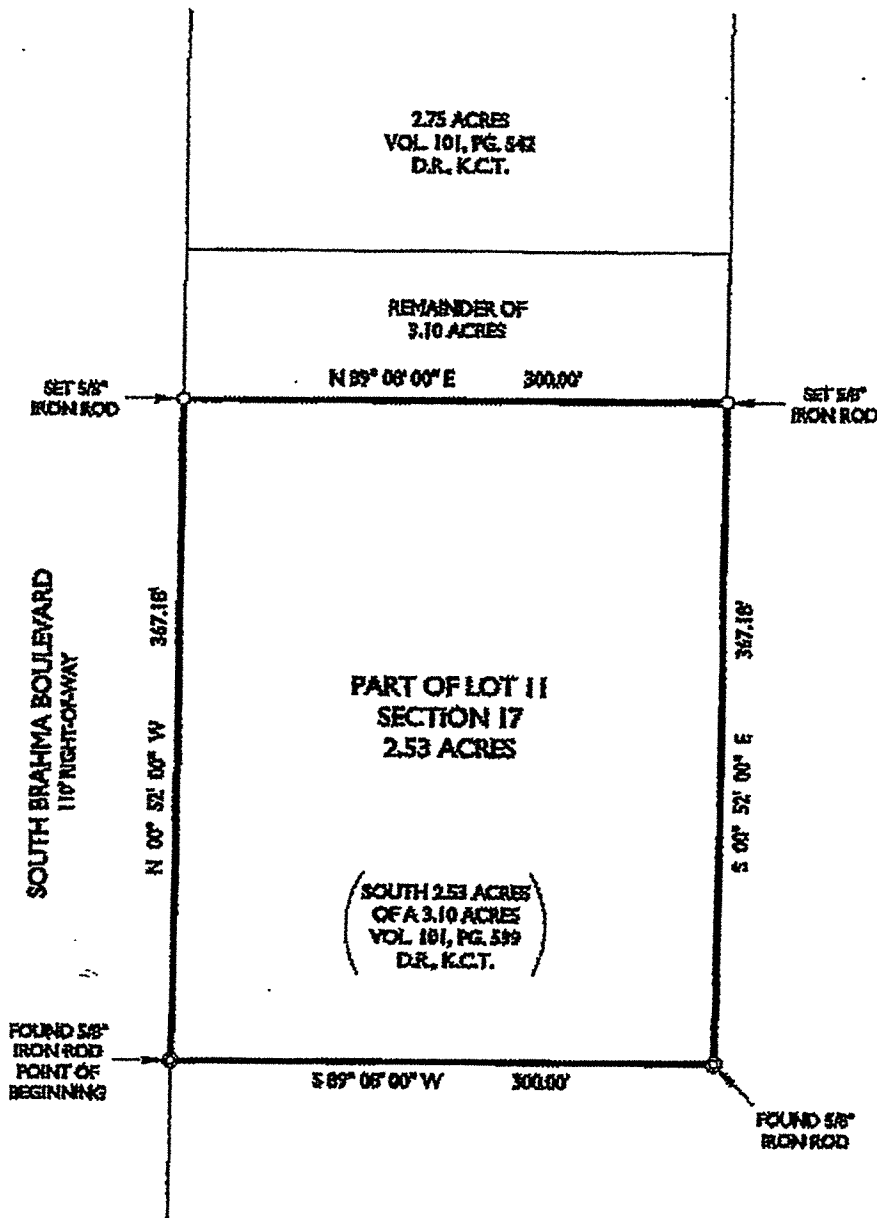


**URBAN**  
engineering

2004 N. Commerce  
Victoria, Texas 77901  
TREF# F-160

Tel (361) 578-9836  
Fax (361) 578-9836  
www.urbanvictoria.com

All information hereon is for the use of the Buyer, Title Company, and Lender in connection with this transaction only, and may not be relied upon for any other purpose. No license has been created, express or implied, to copy this survey, which is void after six months from this date. Copyright: March 30, 2016.



THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL INSURANCE FLOOD HAZARD MAP AND FOUND THAT THE PROPERTY DESCRIBED HEREON IS NOT SITUATED IN A SPECIAL FLOOD HAZARD AREA, ZONE C, COMMUNITY NO. 480423.

I HEREBY CERTIFY THAT THIS PLAT DEPICTS THE RESULTS OF A SURVEY MADE ON THE GROUND AND THAT THERE ARE NO VISIBLE MAN-MADE CONFLICTS, PROTRUSIONS OR ENCROACHMENTS. SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

NOTE: THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE POLICY.

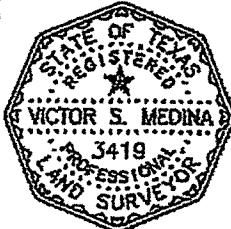
BEARINGS SHOWN ARE BASED ON THE DEED RECORDED IN VOLUME 101, PAGE 539, DEED RECORDS OF KLEBERG COUNTY, TEXAS.

SURVEY OF 2.53 ACRES BEING OUT OF LOT 11, SECTION 17 OF THE KLEBERG TOWN AND IMPROVEMENT COMPANY SUBDIVISION ENVELOPE 16, PLAT CABINET 1, MAP RECORDS KLEBERG COUNTY, TEXAS (SEE ATTACHED DESCRIPTION)

MEDINA ENGINEERING & SURVEYING

431 ALVIN STREET, SUITE 200, CORPUS CHRISTI, TEXAS 78405  
(361) 642-0725, (361) 642-0727

DRAWN BY	SCALE: 1"=50' FEET	SHEET NO.
APP'D BY	DATE: 03-30-2016	1 OF 1
JOB NO. 15173	REV:	



*Victor S. Medina*  
Victor S. Medina  
Registered Professional Land Surveyor  
Texas No. 3419

Surveyed on the ground March 29, 2016.

## MEDINA ENGINEERING & SURVEYING

Victor S. Medina, RPLS  
4531 Ayers Street, Suite 225  
Corpus Christi, Texas 78415

Phone: (361) 877-1255  
Fax: (361) 993-2955

March 30 2019

Job No. 16193

**FIELDNOTE DESCRIPTION** of a 2.53 acre tract of land being out of Lot 11, Section 17 of the Kleberg Town and Improvement Company Subdivision, an addition to Kleberg County, Texas, as shown on map recorded in Envelope 18, Plat Cabinet 1, Map Records of Kleberg County, Texas, said 2.53 acre tract being the south 2.53 acres of a 3.10 acre tract of land described in deed recorded in Volume 101, Page 539, Deed Records of Kleberg County, Texas, and said 2.53 acre tract being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found for the southwest corner of this tract, same point being at the southwest corner of said 3.10 acre tract, and same point being in the east right-of-way line of South Brahma Boulevard, also known as FM 1717;

**THENCE** N 00°52'00" W, along the west line of this tract, same being the east right-of-way line of said South Brahma Boulevard, a distance of 367.18 feet to a 5/8" iron rod with a plastic cap stamped "RPLS 3419" set for the northwest corner of this tract, from which point, the northwest corner of said 3.10 acre tract bears N 00°52'00" W, a distance of 82.82 feet;

**THENCE** N 89°08'00" E, along the north line of this tract, and across said 3.10 acre tract, a distance of 300.00 feet to a 5/8" iron rod with a plastic cap stamped "RPLS 3419" set for the northeast corner of this tract, same being in the east line of said 3.10 acre tract, from which point, the northeast corner of said 3.10 acre tract bears N 00°52'00" W, a distance of 82.82 feet;

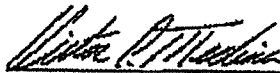
**THENCE** S 00°52'00" E, along the east line of this tract, same being the east line of said 3.10 acre tract, a distance of 367.18 feet to a 5/8" iron rod found for the southeast corner of this tract, same point being at the southeast corner of said 3.10 acre tract;

**THENCE** S 89°08'00" W, along the south line of this tract, same being the south line of said 3.10 acre tract, a distance of 300.00 feet to the **POINT OF BEGINNING**.

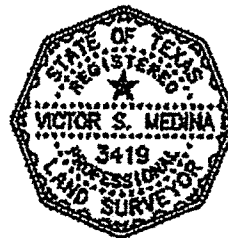
**CONTAINING** 2.53 acres.

**Note:**

Bearings are based on the deed recorded in Volume 101, Page 539, Deed Records of Kleberg County, Texas.



Victor S. Medina, RPLS  
License No. 3419



To: Planning and Zoning Commissioners

From: Tom Ginter, Director of Planning Services

Date: March 10, 2017

Subject: Special Use Permit Request – 1900 S. Brahma Blvd

---

### **Summary and Background**

As the memo from the applicant states, this property was rezoned to C2 to allow Dr. Eddie Sanchez, a local veterinarian, to build his animal clinic at this location. Since that was done, they have decided to include outdoor pens as a part of his veterinarian service to the community. To have that service a special use permit is required of the veterinarian.

### **Financial Impact**

Whether this has a positive financial impact for the city it is hard to say, but it will certainly add another service to the south side of the community. It is understandable that the church is wanting to move due to the traffic and growth of this intersection. Clearly for Dr. Eddie Sanchez the move to this intersection, the vehicle count will be increased and the central location should be a positive move for him.

### **Recommendation**

I think from a review perspective the important points are:

- A. Security
- B. Visual or Sign to nearby properties, Brahma
- C. Operation related to time of day
- D. Noise
- E. Architecture design of the building

Obviously, if there are others, feel free to add it to the list for your own review process.

From the information provided, they have answered A thru D sufficiently. I believe E can be answered when plans for the structure are received by city staff.

My recommendation is to approve the special use permit request to allow Dr. Sanchez to have outdoor pens at his animal clinic.

**ORDINANCE NO. 2017-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR 1900 S. BRAHMA BLVD., BEING A 2.53 ACRE TRACT OF LAND OUT OF LOT 11, BLOCK 17, KT&I SUBDIVISION TO BE NAMED SANCHEZ REAL ESTATE SUBDIVISION, LOT 1, BLOCK 1, FOR AN ANIMAL CLINIC WITH OUTDOOR PENS; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.**

**WHEREAS**, the Planning Commission has forwarded to the City Commission it's reports and recommendations concerning the application of agent Matt Glaze, P.E., for property owner Shelley Sanchez, for amendment to the zoning map of the City of Kingsville;

**WHEREAS**, with proper notice to the public, public hearings were held on Wednesday, March 15, 2017, during a meeting of the Planning Commission, and on Monday, March 20, 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 voted 6-0 to APPROVE, the requested special use permit; and

**WHEREAS**, the property is currently zoned C2-Retail District and it is desired for the area to be an animal clinic with outdoor pens, roughly 3-4 equine pens in a fenced, sight obscuring area behind the animal clinic; and

**WHEREAS**, the City of Kingsville Code of Ordinances Chapter XV-Land Usage, Article 6-Zoning, Appendix A-Land Usage Categories states that for an area zoned C2 a special use permit is required to have an animal clinic with outdoor pens; and

**WHEREAS**, the City of Kingsville Code of Ordinances section 15-6-142 regulates special use permits; 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 animal clinic with outdoor pens on the premises known as 1900 S. Brahma Blvd., being a 2.53 acre tract of land out of Lot 11, Block 17 of the KT&I Subdivision, which is proposed to be named the Sanchez Real Estate



Subdivision, Lot 1, Block 1, as more specifically describe on site plan attached as Exhibit A.

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

1. ALLOWED USE: The only uses authorized by this Special Permit other than the permitted "C2" Retail District uses is as an animal clinic with outdoor pens.

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.

4. SPECIAL CONDITION: (4.1) The applicant shall obtain all required licenses for operating the business and permits 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 an animal clinic with outdoor pens. (4.2) All activity on site shall be in complete compliance of 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 amendment 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 this amendment to the Zoning Ordinance represents 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. Codification is not required.

**INTRODUCED** on this the 27th day of March, 2017.

**PASSED AND APPROVED** on this the 10th day of April, 2017.

**THE CITY OF KINGSVILLE**

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

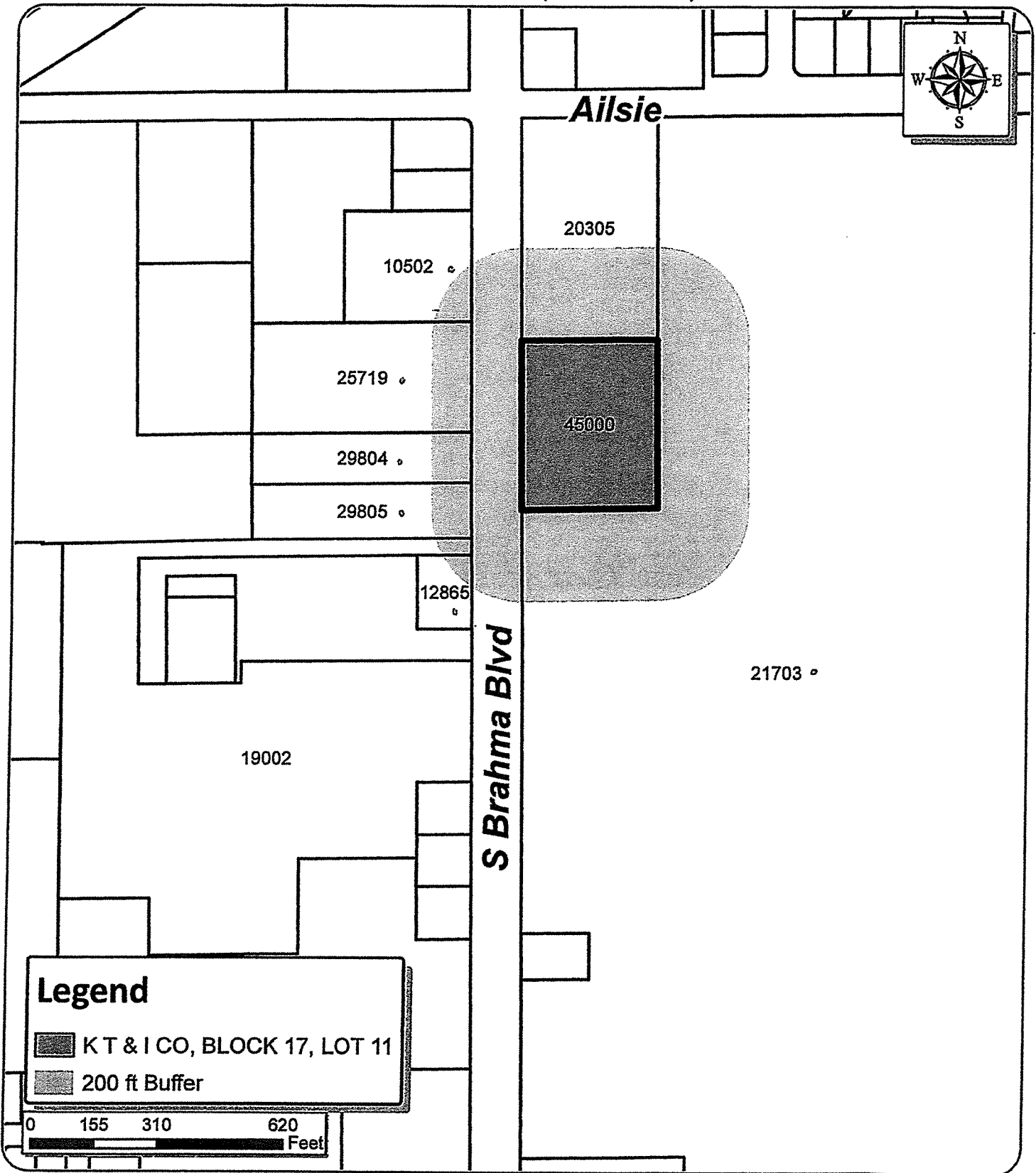
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# *KT & I CO, BLOCK 17, LOT 11, ACRES 2.53*



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Page 1 / 1	Drawn By: Engineering Department	<p><b>DISCLAIMER</b> 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><b>CITY OF KINGSVILLE</b> <b>ENGINEERING DEPARTMENT</b>  200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035</p>
	Last Update: 3/16/2017		
	Note:		

# **REGULAR AGENDA**

## **AGENDA ITEM #2**

**RESOLUTION #2017-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS COMMUNITY FEDERAL CREDIT UNION AND THE CITY OF KINGSVILLE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville promotes the safety, health and general well-being of the community within the bounds of fiscal responsibility while preserving and advancing the quality of life resulting in exceptional civil pride;

**WHEREAS**, the Texas Community Federal Credit Union (TCFCU) is applying for a CDFI Financial Assistance Grant to build on its well-established and nationally replicated best practice: the Joint Opportunities for Business and Job Creation (JOB) program;

**WHEREAS**, the JOB program is the only micro and small business lending program in rural Kleberg County and will be expanded into Brooks, Jim Wells and Kenedy Counties;

**WHEREAS**, the City of Kingsville will not assume any legal or financial responsibility for the TCFCU's memorandum of understanding with the City or its application for the JOB program, but merely supports TCFCU's efforts to bring this program to the community as it could grow local businesses that could contribute to and benefit the local economy and the citizens therein.

**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 Memorandum of Understanding between the Texas Community Federal Credit Union and the City of Kingsville, 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  
\_\_\_\_\_ 10th day of April, 2017.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **Memorandum of Understanding**

Between

**Texas Community Federal Credit Union**  
605 E Caesar Avenue  
Kingsville, TX 78363

and **City of Kingsville**  
200 E. Kleberg Ave.  
Kingsville, TX 78363

This Memorandum of Understanding is made and entered into on this \_\_\_\_ day of April, 2017.

## **OBJECTIVES:**

The City of Kingsville promotes the safety, health and general well-being of the community within the bounds of fiscal responsibility while preserving and advancing the quality of life resulting in exceptional civic pride.

Texas Community Federal Credit Union is dedicated to their mission “to provide products and services for all our members and to promote community development for the improvement of the social and economic conditions of low-income and underserved communities.” Texas Community Federal Credit Union is applying for a CDFI Financial Assistance Grant to build on its well-established and nationally replicated best practice: the Joint Opportunities for Business and Job Creation (JOB) program. JOB is the only micro and small business lending program in rural Kleberg County and will be expanded into Brooks, Jim Wells and Kenedy Counties.

The objectives of this MOU are to:

1. Create over 100 jobs through the JOB Program by increasing the volume of the Credit Union’s microenterprise loans by \$2 million.
2. Prepare 500 individuals for future self-employment (and/or stabilize existing proprietor’s finances) by providing \$2.5 million in unsecured Business Readiness Loans to develop the credit and reduce the cost of debt for entrepreneurs and small businesses owners whose personal finances are intractably connected to the business.
3. Refinance auto loans for over 200 JOB participants by providing an additional \$3.5 million in auto loans to entrepreneurs and small business owners.
4. Attain a 75% business survival rate among JOB Program participants during the five years as a result of coordinating the Development Services offered by the Credit Union and its partners.

## **OBLIGATIONS, ROLES AND RESPONSIBILITIES:**

1. The Credit Union will lead a coalition of JOB partners to provide resources to broadly address increasing the job opportunities in four counties.
2. The Partner’s various agency staff will identify individuals and families that can benefit from the JOB Program and connect them to the program.



3. The Credit Union will provide financial education, products and services to members and clients, and the Partner will provide education, services, and other activities to improve the lives of people in the community.
4. The Credit Union and Partner will participate in biannual meetings with the coalition of the JOB Program facilitated by the Credit Union.

**TERMS:**

1. This MOU does not create any right or benefit, nor does it create any employment relationship between the parties.
2. Both parties are responsible for their own expenses related to this MOU.
3. No liability will arise or be assumed between the parties as a result of this MOU.
4. This MOU is not a legally binding contract. It is an agreement on the potential scope of work based on the success of Texas Community Federal Credit Union's CDFI FA Award Application.

If the terms of this Memorandum of Understanding are acceptable, please sign below and keep a copy for your record. This Memorandum of Understanding will be effective upon signature of both parties.

**Texas Community Federal Credit Union**

**City of Kingsville**

By: \_\_\_\_\_  
Armando Martinez

By: \_\_\_\_\_  
Jesus Garza

Title: President/CEO

Title: City Manager

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

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



605 E. CAESAR AVE. • KINGSVILLE, TEXAS 78363  
(361) 595-5538 • FAX (361) 595-5530  
E-mail: [tcfcu@texasfcu.org](mailto:tcfcu@texasfcu.org) Web: [www.texasfcu.org](http://www.texasfcu.org)

March 28, 2017

Mr. Jesus Garza  
City Manager and Kingsville  
City Commission  
200 E. Kleberg  
Kingsville, Texas 78363

Re: Consideration and Request to join Partner Group

Dear Mr. Garza and City Commissioner:

Texas Community Federal Credit Union among other designations is a Certified Community Development Financial Institution (CDFI). This certification and our mission collaborate for the purpose to improve the social and economic condition of area residents. As a designated CDFI, we are reaching conclusion of our grant proposal to the U.S. Treasury CDFI program for the continued development of our Joint Opportunities for Business and Job Creation Program and Consumer Products designed to assist business entrepreneur's and consumers.

Our current partner's collaborating in this endeavor is as follows:

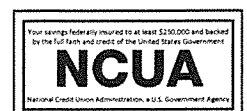
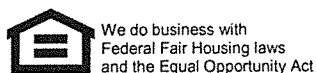
- Work Force Solutions
- Texas A&M University-Kingsville, College of Business Administration
- Del Mar College-Small Business Development Center
- Kingsville Chamber of Commerce
- Kleberg County Hispanic Chamber of Commerce
- Alice Chamber of Commerce
- Falfurrias City Commission

We respectfully ask for your consideration of our request to join in this partnership in an effort to enable economic opportunities to area residents. We have provided your office with a Memorandum of Understanding that outlines the partnership. We hope you will agree with our effort and join us.

Respectfully submitted,

Armando A. Martinez, CUDE  
President/CEO

*Continuous Service Since 1937*



# **AGENDA ITEM #3**

**City of Kingsville  
Planning Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Cynthia Martin, Downtown Manager

DATE: April 3, 2017

SUBJECT: Façade grant application for 108-116 S 7<sup>th</sup> Street

---

**Summary:**

Mr. Luis Fuentes, Jr. has submitted a façade grant application for 108-116 S 7<sup>th</sup> Street requesting a grant amount of \$20,000 to renovate the façade of the building, install a new canopy and replace the roof and HVAC system. Façade grants are meant to be a 50-50 reimbursement match on a dollar for dollar basis generally not to exceed \$20,000 subject to availability of budgeted funds, unless otherwise approved by City Commission.

**Background:**

In October 2013, the City Commission established the Façade Improvement Grant program to achieve a certain public purpose, namely the protection and preservation of the City's historic structures in a manner that encourages economic development. Grant awards are considered for property owners who repair, improve, replace or rehabilitate the facades of historic, commercial buildings.

This stucco over brick building dates to 1930. Originally it was home to D.L. Edwards and Son Grocers and in 1950 Luis and Manuela Fuentes opened the first Hispanic owned business on Kleberg Avenue. It was a very popular department store called El Nuevo Mundo. This renovation project is a timely one given the city's current emphasis on downtown revitalization, the recent infrastructure improvements along 7<sup>th</sup> Street adjacent to this building and the demo and rebuilding of the Javelina Innovation Lab building directly across 7<sup>th</sup> Street to the west.

**Financial Impact:**

The City's match for this grant award would be \$20,000 funded by Hotel Occupancy Tax funds.

**Recommendation:**

It is recommended to approve a grant award up to \$20,000 for this project.



APPLICATION

Project Title: \_\_\_\_\_ Date Prepared: 3-31-17

Owner: LRE PROPERTIES, LLC Phone #: 361-592-3121

Email Address: \_\_\_\_\_ Individual Corporation Nonprofit Other  
(Circle)

Address: 700 E CORRAL, KINGSVILLE, TX 78363

Contact (if different): LUIS FUENTES, JR Phone #: 361-592-3121

Email Address: FUENTES REALTY @ YAFFEE CORP Individual Corporation Nonprofit Other  
(Circle)

Address: 700 E CORRAL  
KINGSVILLE, TX 78363

Project Location / Address: 108-110-112-114-116 S. 7<sup>TH</sup> STREET  
KINGSVILLE, TX 78363

Legal Description: SOUTH <sup>60 ft.</sup> OF LOT 1, 2, & 3, BLK 1, ORIGINAL TOWN  
KLEBERG COUNTY, TX. 78363 CITY OF KINGSVILLE

Parcel Number: \_\_\_\_\_ Zoning C-3

National Register; Texas Landmark; Kingsville Historic Landmark; Contributing Property; Other  
(Circle)

Comment \_\_\_\_\_

Proposed Use: \_\_\_\_\_

Scope of Work: REROOF BUILDING,  
PREPARE ROOF FOR CENTRAL AIR CONDITIONING  
THRU ROOF OPENINGS

Schedule: \_\_\_\_\_

Contractor(s) GULF COAST METAL ROOFING

ROLANDO DeLa ROSA owner, 119 N. 7<sup>th</sup> ST KINGSVILLE, TX.  
& PEREZ AIR CONDITIONING, SABAS PEREZ

Violation history: \_\_\_\_\_

Attach documents that support:

- Legal Description of property, proof of ownership, and other proof of eligibility for grant
- Plans for the façade grant eligible project
- Photographs
- Statements of costs, budget, pro forma and other descriptions of expenses
- Construction schedule
- Authorization for access by City staff and other officials
- Statement of proposed use and timetable for occupancy of property
- Proof of absence of delinquent taxes, fines, fees, liens, claims, etc.
- Additional information when requested

Project Amount \$13,000.<sup>00</sup> Roof + \$3,853.00 = \$16,853.<sup>00</sup>

Requested grant amount \_\_\_\_\_

Applicant signature LRE Properties, LLC by Levi Ferrenter Jr

Office Use: \_\_\_\_\_

Date Received \_\_\_\_\_ Acknowledged by \_\_\_\_\_

Meeting Date(s) \_\_\_\_\_

Staff and/or Board and/or Commission actions \_\_\_\_\_

Notice Date(s) \_\_\_\_\_

Comments \_\_\_\_\_

## AGREEMENT

I have read the guidelines and the application for the City of Kingsville Historic District Façade Improvement Grant Program and have met with City staff and I fully understand the terms and conditions that affect the eligibility and possible awards under that program.

I intend to use any grant awarded to me under that program for the project(s) described in the attached application which I believe meet the intended purposes and limitations of the subject program.

I understand that I, as owner of the property, must meet the standards enumerated, that the project must meet guidelines, that the grant must be approved at the sole discretion of the City of Kingsville, that awards are subject to availability of funds and are further subject to inspections by the Historic Preservation Officer and the City Building Official or their designees.

I understand that disbursements are generally made as reimbursements and are made subject to the rules contained in the program guidelines.

I further understand that certain projects may require deed restrictions and/or a grant of easement, as negotiated in advance.

Address/ Description of Property 108-110-112, 114, 116 S. 7<sup>th</sup> St. Kingsville Tx

Building Owner Name LRE PROPERTIES, LLC

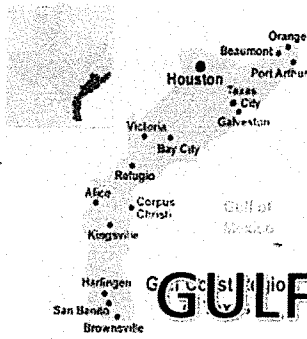
Business Owner Address 700 E. CORRAL, KINGSVILLE, TX 78363

Signature(s) Luis Fuentes, Jr.

Date 3-31-2017

For the City \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



# GULF COAST METAL ROOFING

119 N. 7<sup>th</sup> St.  
Kingsville, TX. 78363  
Rolando De La Rosa: 361-219-7632  
Office: 361-221-8772

## Proposal

DATE: February 21, 2017

Oscar Fuentes  
108-116 North 7th  
Kingsville, Texas 78363

### INSTALLATION OF MODIFIED CAPSHEET

1. Remove gravel by method of scrape and properly dispose of material.
2. Remove awning on building and properly dispose of material.
3. Clean roof of all dirt debris.
4. Repair rotten decking on Southwest side corner.
5. Install modified cap sheet by method of torch.
6. Clean and seal after each day of work.

### Notations:

- If you have any satellite system on the roof it needs to be removed prior to roof installation. It is also the customer's responsibility to re-install satellite system.
- Contractor to receive a payment of \$6,500 for purchase of material with a final payment of \$6,500 when job is complete.

**Proposal Amount: \$13,000.00**

**WORK TO BE PERFORMED IN A SAFE WORKMANS LIKE MANNER. ROOF WARRANTY TO BE 10 YEARS FROM DATE OF LAST PAYMENT BARRING ANY UNFORSEEN WEATHER SUCH AS: HURRICANES, HAIL AND HIGH WINDS. YOUR WINDSTORM CERTIFICATE WILL BE COMPLETED WILL BE AVAILABLE ONE TO TWO WEEKS AFTER WORK IS COMPLETED, DEPENDING ON THE ENGINEER. FINAL PAYMENT IS STILL DUE UPON COMPLETION OF WORK.**

Agreed as to form and acknowledged such contract as witnessed by signature below on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Contractor Signature



Perez Air Conditioning

1918 N. 20TH

P.O. Box 1754

Kingsville, TX 78364

Date

9/10/2013

## Estimate

Name / Address

Luis Fuentes

418 Helen Marie

Kingsville, TX 78363

Description	Qty	Rate	Total
install 2.5 ton a/c and duct in downtown building on seventh street			
2.5 ton 13 seer condenser	1	950.00	950.00T
2.5 ton Rheem air handler	1	950.00	950.00T
15 kw heat kit	1	160.00	160.00T
duct materials	1	350.00	350.00T
7/8-3/8 copper lines	25	8.00	200.00T
Labor	10	65.00	650.00T
misc.	1	300.00	300.00T

**Subtotal** \$3,560.00

**Sales Tax (8.25%)** \$293.70

**Total** \$3,853.70

# TAX CERTIFICATE

ACCT # 1-001-051-01000-192

DATE 04/03/2017

SD



MELISSA T DELAGARZA, PCC  
P O BOX 1457  
KINGSVILLE, TX 78364-1457  
(361) 595-8542

Cert# 160255

## Property Description

ORIG TOWN, BLOCK 51, LOT 1-4, (BARBER SHOP/KING SH  
OE REPAIR/ECONOMY FINANCE), 33.34% UNDIVIDED INTER  
EST

TOWN -	LOCATION- 301 E KLEBERG AVE
ACRES - .321	

## Values

LAND MKT VALUE	4,668	IMPR/PERS MKT VAL	37,541
LAND AGR VALUE		MKT. BEFORE EXEMP	42,209
EXEMPTIONS GRANTED:	NONE	LIMITED TXBL. VAL	

FUENTES J ELIUD

5533 OCEAN DR

CORPUS CHRISTI TX 78412-2749

I, Melissa DeLaGarza, do hereby certify and otherwise guarantee that the tax levies, penalties, and attorney fees due and owing on the above mentioned property are as stated. TAX CERTIFICATE IS NOT EFFECTIVE AS TO ANY TAXES WHICH MAY BE ASSESSED AFTER THE DATE OF THIS CERTIFICATE.

	LEVY	P&I	ATTY FEES	AMT DUE
TAXES 2016	.00	.00	.00	.00
	-----	-----	-----	-----
	.00	.00	.00	.00
				=====
				.00
ACCT # 1-001-051-01000-192			TOTAL DUE 04/2017	.00
			TOTAL DUE 05/2017	.00

## BREAKDOWN OF TAX DUE BY JURISDICTION

JURISDICTION	LEVY	P&I	ATT FEES	TOTAL
KLEBERG COUNTY	.00	.00	.00	.00
CITY OF KINGSVILLE	.00	.00	.00	.00
KINGSVILLE ISD	.00	.00	.00	.00
SOUTH TX WATER AUTH	.00	.00	.00	.00

TAX LEVY FOR THE CURRENT ROLL YEAR: 137	349.83
TAX LEVY FOR THE CURRENT ROLL YEAR: CITY	355.48
TAX LEVY FOR THE CURRENT ROLL YEAR: KISD	641.11
TAX LEVY FOR THE CURRENT ROLL YEAR: STWA	35.01
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR	1,381.43

REQUESTED BY:  
LRE PROPERTIES LLC

*Sam Delen, Deputy*

Signature of authorized officer of collecting office







**RESOLUTION #2017-\_\_\_\_\_**

**A RESOLUTION APPROVING AN APPLICATION AND AGREEMENT FOR THE HISTORIC DISTRICT FAÇADE GRANT PROGRAM FROM LUIS FUENTES, JR. FOR PROPERTIES LOCATED AT 108-116 S. 7<sup>TH</sup> STREET, KINGSVILLE, TEXAS.**

**WHEREAS**, the City Commission recognized a need exists for economic development, historic restoration & preservation, and tourism promotion in the historic district of the city, especially in the downtown area, and approved Historic District Façade Grant Program Guidelines in an effort to enhance meeting these objectives;

**WHEREAS**, the City has received an Application and an Agreement for a Historic District Façade Improvement Grant from Luis Fuentes, Jr. on behalf of LRE Properties, LLC for external renovation of properties located at 108-116 S. 7<sup>th</sup> Street, in the downtown area and in the historic district (east of the Javelina Innovation Lab);

**WHEREAS**, the application has a projected external renovation amount of about \$40,000 and the applicant is requesting a grant amount of \$20,000, which would be the maximum reimbursable amount of 50% of the out-of-pocket expenses for work performed and paid for by the applicant, for renovation of the building's façade, windows, paint, and the like;

**WHEREAS**, staff has reviewed the application and is recommending it for approval by the Commission as it appears to conform to the grant guidelines

**WHEREAS**, the City believes external improvements to property in the city increase assessed values thereby expanding the tax base and stimulate historic preservation & renovation, which enhance tourism and increases economic activity; and

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

I.

**THAT** the Historic District Façade Grant Application and Agreement for Luis Fuentes, Jr. on behalf of LRE Properties, LLC for the external renovation of properties located at 108-116 S. 7<sup>th</sup> Street, Kingsville, Texas be approved as per the attached and the City shall provide as a grant reimbursement of an amount up to \$20,000.00 so long as all of the terms and conditions of the Historic District Façade Improvement Grant guidelines are met;

II.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 10<sup>th</sup>  
day of April, 2017.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #4**

**City of Kingsville  
Public Works**

---

TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Charlie Cardenas, Public Works Director/City Engineer  
DATE: March 29, 2017  
SUBJECT: The Derelict Vessel & Structure Removal Program

---

**Summary:**

The Texas General Land Office has been given authority to remove boats that have been abandoned in the Texas coastal waters. Unfortunately, no dedicated funding stream is in their current budget.

**Background:**

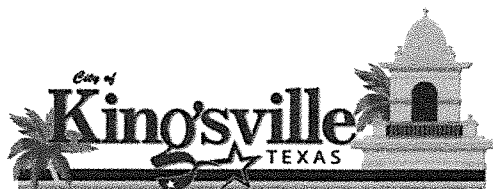
The request is for the disposal of 10 boats. Four of the boats are aluminum and will be disposed of through the landfill metal recycling process. Six boats are constructed of fiberglass, no longer than 20 feet in length and would be disposed of in Sector 3 occupying about 9 cy of landfill space. This is a onetime event that is several months out.

**Financial Impact:**

This request would wave a disposal fee of about \$262.00 dollars, estimating the average boat weight of 2,500 pounds.

**Recommendation:**

Staff recommends approval of this project to assist the General Land Office in their endeavor to dispose of boats abandoned in the Texas coastal waters.







TEXAS GENERAL LAND OFFICE  
GEORGE P. BUSH, COMMISSIONER

September 6, 2016

Mr. Pete Pina  
City of Kingsville  
P.O. Box 1458  
Kingsville, TX 78363

Dear Mr. Pina:

House Bill 2096, passed by the Texas Legislature in 2005, gave the Land Commissioner of the Texas General Land Office (GLO) the authority to remove and dispose of any vessel that has been abandoned in Texas coastal waters. The Derelict Vessel & Structure Removal Program is the GLO's resulting initiative to identify, prioritize, remove, and dispose of vessels that have been abandoned in the Texas coastal environment.

While the GLO has no dedicated funding stream to remove derelict vessels, the GLO has partnered with county officials, State & Federal agencies, Navigation Districts, environmental organizations, and local stakeholders to remove nearly 900 vessels from Texas coastal waters since 2006. Besides the physical degradation of coastal habitats, the threat to public health & safety, pollution potential, and navigation hazards that derelict vessels pose, the aesthetically unappealing wrecks serve as dumpsites that further threaten the coastal environment.

The GLO can use state-owned equipment to remove manageable vessels and may contract or partner for removal of larger vessels. The GLO removes pollutants, compressed gases, oily bilge water, and other types of hazardous wastes prior to vessel disposal. The GLO has identified nine vessels that need to be removed located in Kleberg and Kenedy counties. The vessels are all under 20 feet in length and do not have engines, oils or any hazardous materials on board. The vessels are constructed of fiberglass and aluminum. The GLO would like to partner with the City of Kingsville to dispose of these small vessels at the Kingsville landfill free of charge. The GLO would deliver the vessels to the landfill by trailer.

Please contact Response Officer Frank McDaniel at (361) 903-4988 with any questions regarding this request or to confirm your participation in this program.

Sincerely,

Jimmy A. Martinez  
Oil Spill Prevention & Response  
Director, South Texas Coastal Zone

## Bill Donnell

---

**From:** Pete Pina  
**Sent:** Tuesday, September 20, 2016 11:47 AM  
**To:** Bill Donnell  
**Cc:** Charlie Cardenas  
**Subject:** FW: TGLO Derelict and Sunken Vessels in Kleberg and Kenedy County  
**Attachments:** Reg 3 DSVs.kmz

-----Original Message-----

**From:** Frank McDaniel [<mailto:Frank.McDaniel@GLO.TEXAS.GOV>]  
**Sent:** Tuesday, September 20, 2016 9:51 AM  
**To:** Pete Pina  
**Cc:** Brent Koza; Frank McDaniel  
**Subject:** TGLO Derelict and Sunken Vessels in Kleberg and Kenedy County

Pete,

I have attached a .kmz file (Google Earth; if you do not have Google Earth it is a free download) for you to see where the vessels are and a picture that is linked to each placemark. As you open the file each vessel has a red or green balloon on it. If you click the placemark a balloon will open on the screen and a link will be listed. Click the link and a picture of the vessel should pop up. If you do not get the pictures or do not want to download Google Earth; let me know and I will send the actual picture of the vessel. I tried this way first because if I send pictures of them the file will be too big.

I was also incorrect in saying there were only six fiberglass vessels. There are in fact 10 total hulls and 6 of them are fiberglass and 4 are aluminum. We can only bring in the aluminum hulled vessels first if that is acceptable and wait to bring in the fiberglass hulls later. We sure want to work with you guys so let's keep in touch and try to clean up our coastline together! If you have any questions please do not hesitate to contact me.

Thank you,

FM

Frank McDaniel  
Natural Resources Specialist II  
Oil Spill Prevention and Response - Region 3 O - (361) 825-3012 C - (361) 903-4988 F - (361) 825-3302  
[frank.mcdaniel@glo.texas.gov](mailto:frank.mcdaniel@glo.texas.gov)



Google earth

miles  
km

40  
60



# **AGENDA ITEM #5**

**City of Kingsville  
Finance Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Director of Finance

DATE: March 30, 2017

SUBJECT: Budget Amendment-Final Supplemental Insurance Claim

---

**Summary:**

This item authorizes the approval of budget amendment for the Final Supplemental Insurance Claim Proceeds received in FY 16-17 and authorizes transfers to the new Park Maintenance Fund-Fund 093.

**Background:**

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 two previous claims for damages with the City's Insurance provider and has received the final supplemental insurance claim to cover items omitted from the original claims in FY 16-17.

The Final Supplement included:

Debris Removal	\$ 16,596.30
Trees	\$100,000.00
Bleachers	\$ 97,285.00
Lighting	<u>\$ 18,875.00</u>
Replacement Cost Value	\$232,756.30
Less Depreciation (bleachers & lighting)	<u>(\$34,848.00)</u>
Net Claim	\$197,908.30
Time Element	
(Lost Revenue Golf & Parks)	<u>\$ 28,411.00</u>
Final Supplement Owed	\$226,319.30

**Financial Impact:**

The total amount received for the final supplemental insurance claim totaled \$226,319.30. For accounting purposes \$145,007.30 was recognized in FY 15-16. This budget amendment will increase Fund 096-Other



**City of Kingsville  
Finance Department**

Income-Insurance Proceeds by \$81,312.00 and appropriate the previously recognized \$145,007.30 from Fund Balance.

The insurance claim proceeds will be distributed to the following projects:

033-5-4503-71215-Golf Course Improvements	\$75,000.00
096-5-1076-21700-JK Northway Minor Equipment	\$64,000.00
093-5-4503-59100-Grounds & Permanent Fixtures	<u>\$87,319.30</u>

**Total    \$226,319.30**

\$67,898.99 from the previous supplemental insurance claim will be transferred from Fund 096-Insurance Claim Proceeds to the new Park Maintenance Fund.

096-5-4503-93010 Parks-Grounds & Perm Fixtures	(\$67,898.99)
093-5-4503-59100 Grounds & Perm Fixtures	\$67,898.99

**Recommendation:**

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



# **AGENDA ITEM #6**

**City of Kingsville  
Finance Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Director of Finance

DATE: March 30, 2017

SUBJECT: Budget Amendment-Final Supplemental Insurance Claim

---

**Summary:**

This item authorizes the approval of budget amendment for the Final Supplemental Insurance Claim Proceeds received in FY 16-17 and authorizes transfers to the new Park Maintenance Fund-Fund 093.

**Background:**

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 two previous claims for damages with the City's Insurance provider and has received the final supplemental insurance claim to cover items omitted from the original claims in FY 16-17.

The Final Supplement included:

Debris Removal	\$ 16,596.30
Trees	\$100,000.00
Bleachers	\$ 97,285.00
Lighting	<u>\$ 18,875.00</u>
Replacement Cost Value	\$232,756.30
Less Depreciation	
(bleachers & lighting)	<u>(\$34,848.00)</u>
Net Claim	\$197,908.30
Time Element	
(Lost Revenue Golf & Parks)	<u>\$ 28,411.00</u>
Final Supplement Owed	\$226,319.30

**Financial Impact:**

The total amount received for the final supplemental insurance claim totaled \$226,319.30. For accounting purposes \$145,007.30 was recognized in FY 15-16. This budget amendment will increase Fund 096-Other





**City of Kingsville  
Finance Department**

Income-Insurance Proceeds by \$81,312.00 and appropriate the previously recognized \$145,007.30 from Fund Balance.

The insurance claim proceeds will be distributed to the following projects:

033-5-4503-71215-Golf Course Improvements	\$75,000.00
096-5-1076-21700-JK Northway Minor Equipment	\$64,000.00
093-5-4503-59100-Grounds & Permanent Fixtures	<u>\$87,319.30</u>

**Total    \$226,319.30**

\$67,898.99 from the previous supplemental insurance claim will be transferred from Fund 096-Insurance Claim Proceeds to the new Park Maintenance Fund.

096-5-4503-93010 Parks-Grounds & Perm Fixtures	(\$67,898.99)
093-5-4503-59100 Grounds & Perm Fixtures	\$67,898.99

**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 FINAL 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**

<b>Dept No.</b>	<b>Dept Name</b>	<b>Account Name</b>	<b>Account Number</b>	<b>Budget Increase</b>	<b>Budget Decrease</b>
<b>Fund 033 CO Series 2016</b>					
<b>Revenue</b>					
4-0000	Non-Dept	Transfer From Fund 096	75096	<u>\$75,000</u>	
<b>Expenses</b>					
5-3050	Golf Course	Golf Course Improvements	71215	<u>\$75,000</u>	
<b>Fund 093 Park Maintenance Fund</b>					
<b>Revenue</b>					
4-0000	Non-Dept	Transfer From Fund 096	75096	<u>\$87,319.30</u>	
<b>Expenses</b>					
5-4503	Parks	Grounds & Perm Fixtures	59100	<u>\$87,319.30</u>	
<b>Fund 096 Insurance Claim Recovery Fund</b>					
<b>Equity</b>					
2		Restricted-Insurance Claim Recovery	61002		<u>\$145,007.30</u>
<b>Revenue</b>					
4-0000	Non-Dept	Other Income-Insurance	59944	<u>\$81,312.00</u>	
<b>Expenses</b>					
5-1076	JK Northway	Minor Equipment	21700	\$64,000	
5-6900	Fund Trsfrs	Transfer to Fund 033	80033	\$75,000	
5-6900	Fund Trsfrs	Transfer to Fund 093	80093	<u>\$87,319.30</u>	
				<u>\$226,319.30</u>	

[To amend the City of Kingsville FY 16-17 Budget to appropriate and expend the final supplemental insurance claim proceeds for 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 10<sup>th</sup> day of April, 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 #7**

**City of Kingsville  
Finance Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Director of Finance

DATE: March 29, 2017

SUBJECT: Budget Amendment-Water Meter Inventory

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**Summary:**

This budget amendment allocates funds to purchase additional water meter endpoints so all outstanding and current failed meters can be replaced in a timely manner.

**Background:**

The City currently has 516 outstanding failed water meter endpoints. All failed meters are returned to the manufacturer and replaced at a reduced cost under the current warranty program. Current replacement time for failed meters is 6 weeks. By purchasing enough water meter endpoints upfront, all outstanding failed meter endpoints can be replaced and the returned meters can be put into inventory for any current end point failures that may occur.

**Financial Impact:**

This budget amendment will reduce Unrestricted Fund Balance in Fund 051-Utility Fund and transfer to Fund 054-UF Capital Project 054-5-6202-22800 Water Meters in the amount of \$65,000.

**Recommendation:**

Staff recommends approval of this budget amendment to purchase the additional water meter endpoints to eliminate the outstanding failed meters and have enough inventory to cover any additional failed meter that may occur.



**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO PURCHASE ADDITIONAL WATER METERS.**

**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
<b>Fund 051 Utility Fund</b>					
<b>Equity</b>					
2		Unrestricted Fund Balance	61004		<u>\$65,000</u>
<b>Expenses</b>					
5-6900	Fund Trsfrs	Transfer to Fund 054	80054	<u>\$65,000</u>	
<b>Fund 054 UF Capital Projects Fund</b>					
<b>Revenue</b>					
4-0000	Non-Dept	Transfer From Fund 051	75010	<u>\$65,000</u>	
<b>Expenses</b>					
5-6202	Meter Readers	Water Meters	22800	<u>\$65,000</u>	

[To amend the City of Kingsville FY 16-17 Budget to purchase enough water meters to replace all outstanding and current failed meters as per the attached memo from the Director of Finance.]

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 10<sup>th</sup> day of April, 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 #8**



## City of Kingsville Fire Department

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Adrian Garcia, Fire Chief / EMC

DATE: April 10<sup>th</sup>, 2017

SUBJECT: Stryker Flex Financial Contract – Replacement of EMS Critical Equipment

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### **Summary:**

The Kingsville Fire Department is requesting approval to enter into a financial lease purchase agreement with Stryker Flex Financial to replace end-of-life critical EMS equipment for all (3) MICU ambulances of the Kingsville Fire Department and authorize the purchase of certain other equipment. The financial agreement is for a total of \$330,421.73 paid over fifty-five (55) months at 0% interest.

### **Background:**

A recent critical EMS equipment assessment revealed the equipment to be at end-of-life with no additional parts for repair or service available for the equipment in question. The EMS equipment is utilized to assess, diagnose, and treat EMS patients, which is approximately 75% of our annual call volume each year. The EMS equipment being replaced for each ambulance are cardiac defibrillators, chest compression systems, power loaders & cots, all accessories, and automated external defibrillators (AED's) for all City of Kingsville owned buildings. The heart monitors/defibrillators and other equipment are manufactured and solely distributed by Physio-Control, Inc. therefore considered a "sole source" and as such are exempt from competitive bidding requirements. A sole source letter/affidavit from Physio-Control, Inc. is included in this agenda packet. Physio-Control of Redmond, Washington is the equipment manufacturer, Stryker Sales Corporation of Portage, MI sales the equipment, and the lease purchase would be done through Stryker Flex Financial, a division of Stryker Sales Corporation.

Lastly, the equipment being replaced is critical to our EMS response, which allows us to provide the most up-to-date pre-hospital care to our Kingsville residents. By doing so, we will insure the safety of our firefighters and residents that serve our Kingsville community for many years to come. In addition, the financial agreement has been vetted through our Finance and Legal Departments, meeting all the required purchasing and legal requirements.



## City of Kingsville Fire Department

### **Financial Impact:**

None in FY2016-17. If awarded, a 6-month extension will allow the first payment of \$33,000.00 to be paid in FY2017-2018, allowing for budget planning purposes. The remaining balance will be paid out over four (4) annual payments of \$74,355.44 at 0% interest.

### **Recommendation:**

The following request supports the goals set forth by the Kingsville Fire Department to ensure the continued operational effectiveness of our department. Our recommendation is that the Commission approve the request to purchase the needed EMS and life-saving equipment and authorize the financial agreement for the equipment.





Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS

11411 Williams Road NE  
Redmond, WA 98052

PHONE

GENERAL:  
425.887.4000  
TOLL-FREE:  
800.442.1142

[www.physio-control.com](http://www.physio-control.com)

December 7, 2016

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® 2 Chest Compression System
- TrueCPR™ Coaching Devices

Physio-Control, Inc. is the sole-source provider in all markets for the following products and services:

- RELI<sup>SM</sup> (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- PulsePoint Agency Services
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors

Physio-Control is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRAT™ MAC EMS Video Laryngoscope
- McGRATH MAC Disposable Laryngoscope Blades
- McGRATH X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Sincerely,

PHYSIO-CONTROL, INC.

Allan Criss, Vice-President, Americas Sales

GDR 3321967\_E

Stryker Flex Financial, a division of Stryker Sales Corporation  
1901 Romence Road Parkway  
Portage, MI 49002  
t: 1-888-308-3146 f: 877-204-1332  
www.stryker.com



Date: April 3, 2017

RE: Reference No: 0110012849

City of Kingsville  
119 N 10th St.  
Kingsville, Texas 78363

Thank you for choosing Stryker Flex Financial for your equipment financing needs. Enclosed please find the financing documents necessary to enter into the financing arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for release of the financed equipment.

**PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.**

Short Form Lease Agreement  
Exhibit A - Detail of Equipment  
Insurance Authorization and Verification  
State and Local Government Rider  
Addendum  
Certificate of Acceptance

**\*\*Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider is required. Certificate of Acceptance (once all equipment is received).**

**- PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

Federal Tax ID Number: _____	AR Address: _____
Purchase Order Number: _____	Contact Name: _____
Phone Number: _____	Email Address: _____

**Please fax completed documents to (877) 204-1332. Return Original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)**

Your personal documentation specialist is Michelle Warren and can be reached at 269-389-1909 or by email [michelle.warren@stryker.com](mailto:michelle.warren@stryker.com) for any questions regarding these documents.

The financing proposal evidenced by these documents is valid through the last business day of April, 2017

Sincerely,

**Stryker Flex Financial**

**Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Stryker Flex Financial, a Division of Stryker Sales Corporation is 38-2902424.**

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Agreement No: 0110012849

Owner ("we" or "us") :  
Stryker Flex Financial, a division of Stryker Sales Corporation  
1901 Romence Road Parkway  
Portage, MI 49002

Short Form Lease Agreement No. 0110012849

Customer Name and Address ("You" and "Your"): City of Kingsville 119 N 10th St. Kingsville, Texas 78363	Equipment Location: 119 N 10th St., Kingsville, Texas 78363 Supplier: Stryker Sales Corporation, 3800 E. Centre Avenue, Portage, MI 49002 Equipment Description: (see attached Exhibit A which is a part of this Agreement.)
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#### PAYMENT INFORMATION

# of Lease Payments	Payment Frequency	Lease payment	Terms of Agreement in Months: 55 Equipment Purchase Option: \$1 Buyout Option Equipment Purchase Option shall be FMV unless another option is stated above.			
6	Monthly	\$0.00 (First payment due 30 days after Agreement is commenced), (Plus applicable Sales/Use Taxes - See "Taxes" section below) followed by:	Security Deposit	First Period Payment	Other	Total Payment Enclosed
1	Annual	\$33,000.00 (Plus applicable Sales/Use Taxes - See "Taxes" section below) followed by:	\$0.00	+ \$0.00	+ \$ 0.00	= \$ 0.00
4	Annual	\$74,355.44 (Plus applicable Sales/Use Taxes - See "Taxes" section below)				

**1. Lease:** You ("Customer") agree to lease from us ("Owner") the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed above and on any attached schedule in accordance with the terms of this Agreement (this "Agreement"). This Agreement starts on the day the Equipment is delivered to you ("Commencement Date") and continues for the number of months described above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. **Your obligations under this Agreement ("Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim.** If a Payment is not made when due, you will pay us a late charge of 5% for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to you by the Supplier and, at our request, you shall confirm for us such acceptance. No acceptance of any item of Equipment may be revoked by you.

**2. Title and Laws:** Unless you have a \$1.00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply with the terms of this Agreement. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf. You agree not to permit any lien, claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment.

**3. Equipment Use, Maintenance and Warranties:** Any Assignee (as defined below) is leasing the Equipment to you "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent. **STRYKER SALES CORPORATION (INCLUDING STRYKER FLEX FINANCIAL, ITS DIVISION) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not impair any express warranties or indemnifications or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.**

**4. Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights **will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier** even though an Assignee may continue to bill and collect all of your Obligations in the name of "Stryker Flex Financial".

**5. Risk of Loss, Insurance and Reimbursement:** Effective upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, cancellation or expiration of this Agreement.

**6. Taxes:** You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly prohibited by applicable law, you will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefits caused by your act or omission.

**7. Default Remedies:** You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us; or c) your principal owner or any guarantor of this Agreement dies; d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) You or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; b) sue you for and receive the total amount due plus the Equipment's anticipated end-of-Term fair market value ("FMV") or fixed price purchase option (the "Residual") with future Payments and Residual discounted to the date of default at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment

term equal to the remaining Term, all as reasonably determined by us; or (ii) 3% per annum, but only to the extent permitted by law; c) charge you interest on all monies due at the rate of 18% per year from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. Any return or repossession will not be considered an Agreement termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

**8. End of term:** You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return all of the Equipment in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods. If any Software license ("License") included hereunder passes title to you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim. If, in connection with our Software rights, licensor's consent is required, you will assist us in obtaining such consent. If the \$1.00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus \$1.00 (and any applicable taxes). Any purchase of the Equipment by you pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us.

**9. Miscellaneous:** You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree (i) to waive any and all rights and remedies granted to you under Uniform Commercial Code Sections 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family or household use and (iii) that a facsimile copy of this Agreement and each document executed with this Agreement may be treated as an original and will be admissible as legal evidence thereof. We may inspect the Equipment during the Term. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales Corporation will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. **This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales Corporation constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

**I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER**

Customer Signature	
Signature:	Date:
Print Name:	
Title:	

Accepted By Stryker Flex Financial, a division of Stryker Sales Corporation	
Signature:	Date:
Prime Name:	
Title:	

**Exhibit A to Short Form Lease Agreement Number 0110012849**  
**Description of Equipment**

**Customer Name:** City of Kingsville  
**Delivery Address:** 119 N 10th St., Kingsville, Texas 78363

**Part I - Equipment/Service Coverage (if applicable)**

Model Number	Equipment Description	Quantity
6390000000	POWER LOAD	3
6506000000	POWER PRO AMBULANCE COT	3
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 1199	3
11140-000015	AC power cord	3
11140-000052	LP15 REDI-CHARGE Adapter Tray	3
11141-000115	REDI-CHARGE Base (power cord not included)	3
11160-000011	NIBP CUFF-REUSEABLE, INFANT, BAYONET	3
11160-000013	NIBP CUFF-REUSEABLE, CHILD, BAYONET	3
11160-000015	NIBP CUFF-REUSEABLE, ADULT, BAYONET	3
11160-000017	NIBP CUFF-REUSEABLE, LARGE ADULT, BAYONET	3
11160-000019	NIBP CUFF- REUSEABLE, X-LARGE ADULT, BAYONET	3
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	3
11171-000050	Rainbow DCIP Pedi Reusable Sensor, 1/box	3
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	3
11260-000039	LIFEPAK 15 Carry case back pouch	3
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	3
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	12
99576-000043	LUCAS 3.0 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, 2 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	3
11576-000060	LUCAS Battery Desk-Top Charger	3
11576-000071	LUCAS Power Supply	3
11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	3
80403-000148	LIFEPAK CR Plus AED Kit Semi-automatic AHA voice prompt INCLUDES: 2PR QUIK-PAK PACING/DEFIBRILLATION/ECG ELECTRODES WITH REDI-PAK PRECONNECT SYSTEM, 1 CHARGE PAK, 1 AMBU MASK, 1 SOFT CARRY CASE AND 1 INSTALLED PROTOCOL CARD. COMPATIBLE WITH INFANT/CHILD	10
11220-000079	AED Wall Cabinet with alarm - surface mount, rolled edges	10
11101-000016	Electrode replacement infant/child reduced energy	10
99425-000025	LIFEPAK 1000 (Kit #5) ECG Display, Standard Setup w/carry case, battery & electrodes Included at No Charge: 41425-000034-ShipKit 11425-000012-Strap for Carrying Case 11141-000156-Battery 11996-000017-QUIK-COMBO REDI-PAK electrodes (2 pair per unit) 11111-	3
11101-000016	Electrode replacement infant/child reduced energy	3

**Service Coverage:**

Model Number	Service Coverage Description	Quantity	Years
77103001	Protect 3 Year Power Cot 6500	1	4.08
77504001	Protect - 4 Year Power Load	1	4.08
50999-000121	Zone5: (151 to 200Mi) or (243 to 322Km)	4	4.08
LP15-OSCOMP-4-POS	LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments.	3	4.08

50999-000121	Zone5: (151 to 200Mi) or (243 to 322Km)	3
LUCAS-	LUCAS Service - 4 YEAR. On-site Comprehensive Coverage.	3
OSCOMP-4-	Annual Payments.	
POS		

(Service Coverage and related payment amounts shall not be subject to automatic renewal or extension, if any, at the expiration of the Term of the Agreement)

Customer Signature	
Signature:	Date:
Print Name:	
Title:	

Accepted By Stryker Flex Financial, a division of Stryker Sales Corporation	
Signature:	Date:
Print Name:	
Title:	



INSURANCE AUTHORIZATION  
AND VERIFICATION



Date: April 3, 2017

Short Form Lease Agreement Number 0110012849

To: City of Kingsville ("Customer")  
119 N 10th St.  
Kingsville, Texas 78363

From: Stryker Flex Financial, a division of Stryker Sales Corporation ("Creditor")  
1901 Romence Road Parkway  
Portage, MI 49002

**TO THE CUSTOMER:** In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer\* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED and LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than** the 'Insurable Value' **\$286,526.73** with deductibles **no more than \$10,000.00**.

\*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance Agency:

Agent Name:

Address:

Phone/Fax:

Email Address:

City of Kingsville

Signature:

Date:

Print Name:

Title:

\*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Michelle Warren at 269-389-1909.

**TO THE AGENT:** In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332. This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent Signature

Signature:

Date:

Print Name:

Title:

Carrier Name:

Carrier Policy Number :

Policy Expiration Date:

Insurable Value: \$286,526.73

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Lease Agreement Number 0110012849

See Exhibit A to Short Form Lease Agreement Number 0110012849

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

## STATE AND LOCAL GOVERNMENT CUSTOMER RIDER

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Lease Agreement Number 0110012849** (the "Agreement") between **STRYKER FLEX FINANCIAL**, a division of Stryker Sales Corporation ("Owner") and **City of Kingsville** ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer Signature	
Signature:	Date:
Print Name:	
Title:	

Accepted By Stryker Flex Financial, a division of Stryker Sales Corporation	
Signature:	Date:
Print Name:	
Title:	

**ADDENDUM TO SHORT FORM LEASE AGREEMENT NO. 0110012849  
BETWEEN STRYKER FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION AND  
CITY OF KINGSVILLE**

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The eighth sentence of Section 1 of the Agreement, which reads as follows, is hereby deleted in its entirety:

"You agree that the Payments were calculated by us based, in part, on a rate reported in the "Interest rate swaps" section of Federal Reserve Statistical Release H-15 and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate."

2. The ninth sentence of Section 1 of the Agreement is hereby amended in its entirety to read as follows:

"Within twenty (20) days after the date the Equipment is delivered to you under this Agreement, you shall either: (i) accept the Equipment by executing and delivering to us a Certificate of Acceptance in form acceptable to us; or (ii) reject the Equipment and promptly return the Equipment to us at which time this Agreement shall terminate."

3. The second sentence of Section 6 of the Agreement, which reads as follows, is hereby deleted in its entirety:

"We may charge you a processing fee for administering property tax filings."

4. The third sentence of Section 9 of the Agreement is hereby amended in its entirety to read as follows:

"This Agreement shall be governed and construed in accordance with the laws of *Texas*."

5. The last sentence of Section 9 of the Agreement is hereby amended in its entirety to read as follows:

"YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT *(except as allowed by the State and Local Agreement Customer Rider attached hereto and made a part hereof)* AND WAIVE TRIAL BY JURY."

<b>Customer Signature</b>		<b>Accepted By Stryker Flex Financial, a division of Stryker Sales Corporation</b>	
<b>Signature:</b>	<b>Date:</b>	<b>Signature:</b>	<b>Date:</b>
<b>Print Name:</b>		<b>Print Name:</b>	
<b>Title:</b>		<b>Title:</b>	



**Physio-Control, Inc**  
11811 Willows Road NE  
P.O. Box 97006  
Redmond, WA 98073-9706 U.S.A.  
[www.physio-control.com](http://www.physio-control.com)  
tel 800.442.1142  
fax 800.732.0956

To	Felix Camarillo CITY OF KINGSVILLE FD 119 N 10TH ST KINGSVILLE, TX 78363 3615926445 <a href="mailto:fmc2611@yahoo.com">fmc2611@yahoo.com</a>	Quote Number	00057185
		Revision #	1
		Created Date	10/21/2016
		Sales Consultant	Chad Lewis
		FOB	Redmond, WA
		Terms	All quotes subject to credit approval and the following terms and conditions
		NET Terms	NET 30
Promotion	(RP-0-360) - Zero - 360 Leasing Program	Expiration Date	12/16/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	3.00	34,960.00	-3,496.00	31,464.00	94,392.00
99576-000024	LUCAS 2.2 Chest Compression System INCLUDES BASE UNIT WITH BACK PLATE, CARRYING BAG, TWO (2) PATIENT STRAPS, STABILIZATION STRAP, 3 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	3.00	15,220.00	-1,522.00	13,698.00	41,094.00
11140-000015	AC power cord	3.00	77.70	-7.77	69.93	209.79
11140-000052	LP15 REDI-CHARGE Adapter Tray	3.00	198.50	-19.85	178.65	535.95
11141-000115	REDI-CHARGE Base (power cord not included)	3.00	1,470.00	-147.00	1,323.00	3,969.00
11160-000011	NIBP CUFF BAYONET-REUSEABLE,INFANT	3.00	21.00	-2.10	18.90	56.70
11160-000013	NIBP CUFF BAYONET-REUSEABLE,CHILD	3.00	24.00	-2.40	21.60	64.80
11160-000015	NIBP CUFF BAYONET-REUSEABLE,ADULT	3.00	30.00	-3.00	27.00	81.00
11160-000017	NIBP CUFF BAYONET-REUSEABLE,LARGE ADULT	3.00	33.00	-3.30	29.70	89.10
11160-000019	NIBP CUFF BAYONET-REUSEABLE,XL ADULT	3.00	48.00	-4.80	43.20	129.60
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	3.00	637.00	-63.70	573.30	1,719.90
11171-000050	Rainbow DCIP Pedi Reusable Sensor, 1/box	3.00	704.00	-70.40	633.60	1,900.80
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	3.00	54.60	-5.46	49.14	147.42
11260-000039	LIFEPAK 15 Carry case back pouch	3.00	79.20	-7.92	71.28	213.84
11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	3.00	712.40	-71.24	641.16	1,923.48
11576-000055	LUCAS 2 Power Supply Cord	3.00	358.80	-35.88	322.92	968.76
11576-000060	LUCAS 2 Stand-alone Battery Charger	3.00	1,128.40	-112.84	1,015.56	3,046.68
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	3.00	309.20	-30.92	278.28	834.84
50999-000121	Zone5: (151 to 200Mi) or (243 to 322Km)	4.00	420.00	-42.00	378.00	1,512.00
LP15-OSCOMP-4-POS	LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments.	3.00	6,720.00	-1,008.00	5,712.00	17,136.00
LUCAS-OSCOMP-4-POS	LUCAS Service - 4 YEAR. On-site Comprehensive Coverage. Annual Payments.	3.00	6,200.00	-930.00	5,270.00	15,810.00
Trade-in product	Trade in of Physio-Control LUCAS 1 towards the purchase of Lucas2	3.00	0.00	0.00	-2,000.00	-6,000.00
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	3.00	0.00	0.00	-5,000.00	-15,000.00

Subtotal	USD 164,835.66
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 185.00

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Grand Total	USD 165,020.66
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**Pricing Summary Totals**

List Price Total	USD 208,637.40
Total Contract Discounts Amount	USD -5,814.00
Total Discount	USD -16,987.74
Trade In Discounts	USD -21,000.00
Tax + S&H	USD 185.00

**GRAND TOTAL FOR THIS QUOTE**

USD 165,020.66

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

---

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

---

NAME

---

TITLE

---

DATE

Reference Number BV/07235101/114558

#### **General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

#### **Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

#### **Additional Terms for Purchase and Sale of Service Plans.**

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

**Service Plans.** Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

**Pricing.** If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

**Device Inspection Before Acceptance.** All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

**Unavailability of Covered Equipment.** If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

**Unscheduled or Uncovered Services.** If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

**Loaners.** If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

**Cancellation.** Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

**No Solicitation.** During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

# Certificate of Acceptance

Stryker Flex Financial, a division of Stryker Sales Corporation  
1901 Romence Road Parkway  
Portage, MI 49002

Short Form Lease Agreement No: 2210012849 between Stryker Flex  
Financial, a division of Stryker Sales Corporation and CITY OF  
KINGSVILLE

**Name and Address of Customer:**

CITY OF KINGSVILLE  
119 N 10th St., Kingsville, Texas 78363

**Equipment Description:** See the attached Exhibit "A" to Short Form Lease Agreement No: 2210012849

**Equipment Location:** 119 N 10th St., Kingsville, Texas 78363

**Acceptance Certification:**

*All of the equipment described above (the "Equipment") has been delivered to us pursuant to the agreement referred to above (the "Agreement"),we have inspected the Equipment and we hereby unqualifiedly accept the Equipment for all purposes under the Agreement.*

Customer: CITY OF KINGSVILLE

SIGNATURE	
Signature:	Date:
Print Name:	
Title:	



## **AGENDA ITEM #9**