

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION**

**MONDAY, MAY 9, 2022**

**REGULAR MEETING**

**CITY HALL**

**HELEN KLEBERG GROVES COMMUNITY ROOM**

**400 WEST KING AVENUE**

**5:00 P.M.**

**Conference Line call: 1 (415) 655-0001 and  
when prompted type access code: 126 210 9951 #**

**OR**

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

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

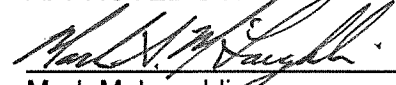
#### **OPEN MEETING**

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

**MINUTES OF PREVIOUS MEETING(S)**

Regular Meeting – April 25, 2022

APPROVED BY:

  
Mark McLaughlin  
City Manager

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

1. Public hearing regarding request to rezone Hoffman Addition, Block 7, Lot 20-21, also known as 200 Block E. Miller, Kingsville, Texas, from C4 (Commercial District) to R1 (Single Family Residential District). William Dove & Associates LLC, applicant; Chuck Cramer, owner. (Director of Planning & Development Services).
2. Public hearing on request to replat Hoffman Addition, Block 7, Lot 20-21, also known as 200 Block E. Miller, Kingsville, Texas. (Director of Planning & Development Services).
3. Public hearing regarding City's intent to submit Texas Community Development Block Grant Program grant applications for Main Street grant request of \$500,000 for the installation of ADA compliant sidewalks and lighting activity; road construction/renovation to include curb and gutter and related drainage; demolition and clearance activity. (on Kleberg Ave. between 6<sup>th</sup> & 7<sup>th</sup> Streets). (Director of Planning & Development Services).

### **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, Condemnation Update, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time.”

#### **IV. Public Comment on Agenda Items.<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. Motion to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to Kingsville 25 Acres Ltd, Lot Tract A, 7.17 acres, also known as 2405 S. Brahma Blvd., Kingsville, Texas from C3 (Central Business District) to C2 (Retail District); amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).
2. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Section 3-3-127, providing for the Main Street Advisory Board to meet quarterly. (Downtown Manager).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate additional funding for Vehicle Maintenance for the Fire Department. (ARP Funds). (Fire Chief).
4. Motion to approve reappointment of Joni B. Harrel to the Health Board for a three-year term. (Health Director).
5. Motion to approve a revised resolution accepting award of Operation Stonegarden Funds for funding year 2022; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).

## **REGULAR AGENDA**

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

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

6. Presentation and discussion on status of City's projects being funded through the Texas Water Development Board and General Land Office. (City Engineer).
7. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Hoffman Addition, Block 7, Lot 20-21, also known as 200 Block E. Miller, Kingsville, Texas, from C4 (Commercial District) to R1 (Single Family Residential District); amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).
8. Consider replat of Hoffman Addition, Block 7, Lot 20-21, also known as 200 Block E. Miller, Kingsville, Texas. (Director of Planning & Development Services).
9. Consider a resolution of the City Commission of the City of Kingsville, Texas authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the Main Street Fund; and authorizing the Mayor and City Manager to act as the City's Authorized Representative in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program. (for improvements in the downtown area on Kleberg Ave. between 6<sup>th</sup> & 7<sup>th</sup> Streets). (Director of Planning & Development Services).
10. Consider a resolution approving an application and agreement for the Historic District Façade Grant Program from Ysidro Tito Villarreal on behalf of Tres De Texas, LLC for property located at 327 E. Kleberg Avenue, Kingsville, Texas. (for Texas Theater roof renovation/repairs). (Director of Planning & Development Services).
11. Consider authorizing L. E. Ramey Golf Course logos and possible trademark. (Parks Director).
12. Consider a resolution authorizing the City Manager to execute TeeSnap Customer Agreement Form V4.9.2 with TeeSnap, LLC. (for Golf Course point of sale system). (Parks Director).
13. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 budget to expend ARP Funding for a Golf Course Greens Project. (Parks Director).
14. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 budget to expend scoreboard sponsorship donations on associated costs. (Parks Director).
15. Consider authorizing purchase of new 30' Maverick 2 Boom, 60" Rotary Blade and Mounting Kit for Street Department's John Deere Slope Mower with Alamo Group TX via BuyBoard, as per staff recommendation. (Purchasing Manager).
16. Consider a resolution authorizing participation in Bulletproof Vest Partnership Program FY2022 with the Office of the Governor, Criminal Justice Division, Justice Assistance Grant (JAG) for bulletproof vests for the Kingsville Police Department; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).
17. Consider parking lot repair priority list. (Commissioner Alvarez).
18. Discussion regarding possible Animal Shelter Coordinator position and/or duties. (Commissioner Alvarez).

## VII. Adjournment.

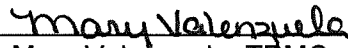
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

May 5, 2022 at 3:45 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



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

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

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



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

APRIL 25, 2022

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, APRIL 25, 2022, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

**CITY COMMISSION PRESENT:**

Hector Hinojosa, Commissioner  
Sam R. Fugate, Mayor  
Norma N. Alvarez, Commissioner  
Edna Lopez, Commissioner  
Ann Marie Torres, Commissioner

**CITY STAFF PRESENT:**

Mark McLaughlin, City Manager  
Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
Derek Williams, IT  
Ricardo Torres, Police Chief  
Emilio Garcia, Health Director  
Bill Donnell, Public Works Director  
Charlie Sosa, Purchasing Manager  
Rudy Mora, City Engineer  
Juan J. Adame, Fire Chief  
Susan Ivy, Parks & Recreation Manager  
Deborah Balli, Finance Director  
Uchechukwu Echeozo, Director of Planning & Development Services  
Kobby Agyekum, Senior Planner/HPO  
David Solis, Risk Manager  
Joseph Ramirez, Engineers Assistant

**I. Preliminary Proceedings.**

**OPEN MEETING**

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

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

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

**MINUTES OF PREVIOUS MEETING(S)**

**Regular Meeting – April 11, 2022**

Motion made by Commissioner Lopez to approve the minutes of April 11, 2022, as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting “FOR”.

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

**1. Public hearing regarding request to rezone Kingsville 25 Acres Ltd, Lot Tract A, 7.17 acres, also known as 2405 S. Brahma Blvd., Kingsville, Texas from C3 (Central Business District) to C2 (Retail District). John Culpepper on behalf of Alpha Lake Ltd., authorized applicant for Kingsville Retail Group, owner. (Director of Planning & Development Services).**

Mayor Fugate read and opened this public hearing at 5:02 P.M.

Mr. Uche Echeozo, Director of Planning and Development Services stated this request is for a rezone of 7.17 acres from C3 to C2. The rezone application is for all of Tract A, even though the applicant only needs a small portion, 0.489 acres, of the Tract to join Tract G, which is the adjacent property. The applicant is looking at replating a portion of the property ceding some land to add to the adjacent property that is currently zoned C2.

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

There being no further comments, Mayor Fugate closed this public hearing at 5:04 P.M.

**2. Public Hearing on request to replat Kingsville 25 Acres Ltd, 0.489 acres of Tract A and Kingsville 25 Acre Ltd, 12.96 acres out of Tract G, also known as 2405 S. Brahma Blvd., Kingsville, Texas. (Director of Planning & Development Services).**

Mayor Fugate read and opened this public hearing at 5:04 P.M.

Mr. Echeozo stated 0.489 acres is the portion that the requestor would like to move to the adjoining property.

Mayor Fugate asked what is the reasoning behind this rezone?

Mr. Mark McLaughlin, City Manager responded that this is the piece of property that Tractor Supply sits on, but wraps around the Shoe Department, Dollar Tree, and Hobby Lobby. Hobby Lobby built a commercial access ramp and when this was built Hobby Lobby thought they were keeping it on their property but went into the Tractor Supply property. He further stated that the Culpepper's worked with the owners of Tractor Supply to purchase the small piece of land where the ramp has already been built so that they won't have to redo their loading dock. To get this done, the property would need to be zoned the same.

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

There being no further comments Mayor Fugate closed this public hearing at 5:07 P.M.

**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, Condemnation Update, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study*

*Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."*

Mr. McLaughlin reported that the Finance Department has completed the first annual ARP Funds report which is a requirement as per the State.

Ms. Courtney Alvarez, City Attorney reported that the next scheduled City Commission meeting will take place on Monday, May 9<sup>th</sup>, 2022. The deadline to submit agenda items for this meeting is Friday, April 29, 2022.

Commissioner Hinojosa commented that it is nice seeing all the attendees at this meeting and would like to see this many people attend future meetings.

Commissioner Alvarez and Commissioner Lopez commented that they would like to thank Mrs. Susan Ivy, Parks Director, and Ms. Janine Reyes, Tourism Director, and their staff for all the hard work that went into organizing this weekend's event, La Loteria Festival. The festival was very well attended, despite the heavy winds.

Mayor Fugate presented three proclamations; H.M. King High School Boys Golf Team and Santa Gertrudis Academy Boys Golf Team for advancing to the State Tournament and presented a proclamation for Public Service Recognition Week. Both members of the Golf Teams were present to receive their proclamation.

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

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

Mrs. Lisa Bockholt, 1411 E. FM 1717 commented that she is celebrating her 33<sup>rd</sup> year of residency in this community and is proud of being in this community for that long as it was not the plan. She stated that she has been in this community for a long time, and everyone knows her as a former business owner, Chamber of Commerce member, and an animal advocate as well as a local volunteer on many levels. She currently serves as Chairperson for the Nueces County Animal Services Advisory Board and has been personally appointed by Corpus Christi Mayor Paulette Guajardo to her personal Mayoral Ad Hoc Committee on animal welfare. She stated that this is a passion of hers and is something that she is very involved in, not only here locally, but throughout the Coastal Bend. She is here tonight because she feels that our local animal shelter, her hometown, her community, in which she lives and pays taxes and cares about deeply. She further commented that she feels as if it is in crisis mode. She further stated that 51 dogs are housed in an outdated facility that has very small kennels which don't have access to the outdoors. This means that sometimes multiple animals have to be housed in these kennels which makes it very difficult for the staff to sanitize. She further stated that it is stressful for the animals and the employees and further stated that the employees work hard and do an amazing job with the tools that they have been given. Mrs. Bockholt further commented that the problems with our local animal shelter have are, first and foremost, and wants to be very clear about this, is because of the irresponsible citizens of this city and this county and to be clear if people would be responsible pet owners there wouldn't be 51 dogs crammed into less than adequate shelter conditions. She further commented that the result is that unfortunately all of us, responsible tax-paying citizens, are burdened with a full shelter, and our tax dollars are being used to house dogs for extended stays periods of time. It is not our city's fault that there is a stray and unwanted pet problem. But she does believe that the city can better manage the operations so that animals can be moved out faster and don't create such a backlog. Currently, some of the things she feels are lacking and where we could

do better is that there is not a full-time live release position that focuses on getting the animals out in very short order. There is very little to no community outreach programs such as education, special events to promote adoptions or assistance in helping pet owners to rehome. There are really and truly no results-driven marketing programs in place as we all know the low spay and neuter options vaccination programs are not offered through the shelter or the city. She further commented that the shelter adoption screening protocol in her personal opinion and with her experience level very weak with no formally established volunteer support program. Reducing the length of stay should be the top priority along with an incorporation of a managed intake program in keeping with best practices standards and shelter management. Emphasis must be placed on full-time live release and rescue coordination efforts utilizing proven results-driven techniques. She further commented that she believes that everyone on the Commission clearly understands that our community has a stray and unwanted neglected problem and does not need to be hashed out. She also believes that we can all agree that the animal control facility was originally designed as a holding facility, aka dog pound, and is outdated and no longer meets the needs of the community, but more importantly, she believes that this commission wants solutions, as well as the communities, help to solve the stray and unwanted problem. She further commented that she is asking for the consideration of establishing an Ad Hoc Committee with a specific assignment to present recommendations and specific solutions to this commission for immediate implementation because action needs to be taken sooner rather than later. Mrs. Bockholt further commented that in her time here she has never seen this shelter so full, and she dates back to when Yvonne was in charge.

Ms. Sandra Rideout-Hanzak, 1530 Virginia Ave. commented that she would like to comment about the animal shelter. She stated that the current system, for whatever reason, is not working and needs immediate reform. She further stated that the last time they were here they were told that it was the culture and what can they do. She commented that it is the culture here and that is the problem. She stated that they are asking for some change and the change must come from the top and it's not the city's fault that they have a stray problem; It is the fault of irresponsible owners. She further commented that the only thing that will change, is some changes from the top down. She further stated that she is asking for ordinances, spay and neuter ordinances that will force people to be responsible. She further stated that one thing that would back that up and be a nice compliment to that is a low-cost spay and neuter program. She further commented that it's very important to have a dedicated individual to liaise between shelters and rescues. She also commented that these animals are not going to be adopted out in the shelter as people don't want them. The community has more than it can take, and they are not going to be adopted out, they need to go into rescue, so there needs to be someone to liaise with the rescues. She further commented that she asks that an ad hoc committee be formed so that they may work on these ideas and other ideas as there are a lot of great ideas out there, but there needs to be a committee to work on them.

Mrs. Mary Valenzuela, City Secretary read two public comments received from Ms. Laura Jimenez, 915 E. Mesquite, and Ms. Brigitte Ramirez, 600 General Cavazos Blvd. #605. The comment read as followed:

Ms. Laura Jimenez, 915 E. Mesquite, Kingsville, TX. The reason for rezoning is that I eventually would like to build a duplex on the empty lot for rental purposes. I can't give an exact date as to when that will happen. There are steps I need to follow per city ordinance. After rezoning, I will need to file a petition to replat the area. If I am able to build a duplex, my intention is to hire a local property manager to manage the property. I have already spoken to someone. I will rent the duplex to anyone who will pass the application process provided by the property manager. I know there was a complaint

about only one trash can being available. The other property on 917 east Mesquite currently does not have a renter therefore there is no trash can! As for the tenant residing on 915 East Mesquite, I have already spoken to the tenant about the complaints I received from the neighbor. She is fully aware of the trash days and she will make every effort to make sure she puts her trash can out the night before. Thank you, Laura Jimenez.

Ms. Brigitte Ramirez, 600 General Cavazos, 600 General Cavazos Blvd. #605, Kingsville, TX. City Comment Regarding the Baseball, Softball, and Soccer fields: Thank you, Mayor, and City Commissioners, for this opportunity to voice my concern regarding the Dick Kleberg Park Baseball and Softball fields. I have children who registered to play baseball and softball. I recently moved to Kingsville and am a military spouse and of course my children are military dependents, therefore, it is important that they participate in extracurricular events. I have been disappointed with the parking issues at the baseball, softball, and soccer fields, where there are no designated parking spots, and everyone parks wherever they like. I mean by them parking right up to the fields and giving no space for the teams to warm up. I can also see that there is also no room for emergency vehicles or personnel to get to a player if needed. I understand that it is a small park especially from other recreational parks I have seen but I would hope some of the registration money might be able to assist with cording off specific areas. The parking lots are horrendous and disappointing. The other issue I find is that there is no police presence when there are so many teams and people at these games. I have seen that there are at least over 200 people and that means so many differences of opinions. There have also been people arguing with umpires and other patrons. I do think that the parks and recreation department have done their best and it is amazing to see so many children and families finally active. However, I would think that safety is of the utmost importance for the City of Kingsville. Thank you for this opportunity and I hope that we can convince you to take care of these issues. Respectfully, Brigitte Ramirez, Mother of a Softball, Baseball, and Soccer player.

V.

### **Consent Agenda**

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

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

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

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

**1. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend grant funds from the Criminal Justice Division for body-worn camera for hardware and software for downloading and storing camera footage. (Police Chief).**

**2. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate funding for the Jet Engine Repair Training Program. (ARP Funds) (City Manager/EDC Director).**

**3. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend funding from the Coastal Bend Regional Advisory Council for EMS Medical Supplies. (Fire Chief).**

## **REGULAR AGENDA**

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

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

**4. Consider appointment of Chris Maher to the Kingsville Historical Development Board for the three-year term. (Senior Planner & Historic Preservation Officer).**

Motion made by Commissioner Alvarez to approve the appointment of Chris Maher to the Kingsville Historical Development Board for the three-year term, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

**5. Discussion of Comprehensive Master Plan Steering Committee guidelines and introduction of members. (Director of Planning & Development Services).**

Mr. Echeozo stated that the Planning Department has formally constituted the Steering Committee that will be providing advisory services towards the preparation of the City's Comprehensive Plan. Mr. Echeozo further announced the names of the individuals who will be part of the Steering Committee: Reverend Idotha Battle, Dennis Yaklin, Omar Morales, Nick Harrel, Victoria Esquivel, Maggie Salinas, Charlie Radley, Dr. Ambrose Anoruo, and Crystal Ramirez Garcia. Mr. Echeozo commented that these individuals have knowledge of Kingsville and its past.

Mayor Fugate thanked the selected committee for their time and for agreeing to serve on the Steering Committee.

Commissioner Torres asked if the members selected were all citizens of Kingsville?

Mr. Echeozo responded that they either work here or live here. He further stated that committee members are from all around such as NAS Kingsville and TAMUK.

#### **Discussion item only.**

Mayor Fugate asked that if there were no objections, he would like to take agenda item #9 before item #6. No objections were made; therefore, agenda item #9 was heard at this time.

**6. Consider final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to Sims 3, Block 3, Lot 7-11, also known as 915 E. Mesquite, Kingsville, Texas, from C4 (Commercial District) to C2 (Retail District), amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).**

Commissioner Alvarez left the dais at 5:50 p.m. to speak to Mr. Tom Carlisle on a personal note.

**Motion made by Commissioner Torres to approve the final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to Sims 3, Block 3, Lot 7-11, also known as 915 E. Mesquite, Kingsville, Texas, from C4 (Commercial District) to C2 (Retail District), amending the comprehensive plan to account for any deviations from the existing comprehensive plan, seconded by Commissioner Hinojosa.**

Mayor Fugate commented that he had some reservations on this at first, but it has since been satisfied.

**The motion was passed and approved by the following: Torres, Hinojosa, Lopez, Fugate voting "FOR".**

**7. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Kingsville 25 Acres Ltd, Lot Tract A, 7.17 acres, also known as 2405 S. Brahma Blvd., Kingsville, Texas from C3 (Central Business District) to C2 (Retail District); amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).**

Mayor Fugate commented that after the explanation from the City Manager, there is not much to this.

Mr. McLaughlin commented that all the parties involved in this are completely in agreement, as they want the small section. He further stated that Tractor Supply has reached out to their realtor, and they are fine with it.

Introduction item.

**8. Consider replat of Kingsville 25 Acres Ltd, 0.489 acres of Tract A and Kingsville 25 Acre Ltd, 12.96 acres out of Tract G, also known as 2405 S. Brahma Blvd., Kingsville, Texas. (Director of Planning & Development Services).**

**Motion made by Commissioner Lopez to approve the replat of Kingsville 25 Acres Ltd, 0.489 acres of Tract A and Kingsville 25 Acre Ltd, 12.96 acres out of Tract G, also known as 2405 S. Brahma Blvd., Kingsville, Texas, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".**

**9. Consider authorizing renewal of All-Risk Property Insurance Coverage for the City of Kingsville for the period of May 1, 2022 through April 30, 2023, as per staff recommendation. (Risk Manager).**

Mr. David Solis, Risk Manager stated that Mr. Tom Carlisle, President of Carlisle Insurance, city's insurance broker, is in attendance today. Mr. Solis stated that the city's current policy will be expiring April 30, 2022 and has contacted the city's insurance broker to go out and find the best deal for the City of Kingsville. Unfortunately, the property market continues to be hard and global capacity has lessened considerable amount which has made it difficult for everyone. The renewal proposal from Carlisle Insurance has the same terms and conditions except for the named storm deductible which will increase from 2% to 3%. It will have the same amount of value of \$58,464,658.00. The broker went out to seventeen different markets with the incumbent and risk having the best competitive quote and even though it had an increase of \$66,679.85 from last year, it was the best deal the broker came about.

Mr. Carlisle commented that he would like to thank the City of Kingsville for allowing him to be the city's agent. He further commented that his firm insures 72 public entities



and has to say that this market is the hardest ever. He further stated that he and his staff have shopped market and with it increasing it is where the market sits now.

Commissioner Hinojosa asked if the values are replacement costs?

Mr. Carlisle asked Mr. Solis if he knew when was the last time the values were re-evaluated?

Mr. Solis responded that they did go through an exercise about two years ago. He further stated that he felt that the values were low considering the cost of commercial construction. He also stated that he met with Mr. Charlie Sosa, Purchasing Manager, and reviewed the entire list of scheduled values and increased the values considerably. He further commented that it is always better to be overinsured than underinsured. Mr. Solis further stated that the values now are good in terms of what it would cost to rebuild.

Mr. Carlisle responded to Commissioner Hinojosa's question by responding that the city does have replacement costs, the policy has no coinsurance. He further stated that you will never get more than the value that's in the schedule for that building, so the city will have replacement up to that value.

Mr. Solis stated that he will be overtaking an exercise beginning tomorrow where he will relook at all the values. He feels that some values may be able to be removed from the schedule that may total a million dollars and if the city can do away with that it may see a decrease.

Commissioner Torres asked that since the city will be re-evaluating the properties, will this change the price, and will we not be able to vote on this? She further asked if a change is expected?

Mr. Carlisle and Mr. Solis both responded that it will be for next year. It will not be re-evaluated for this renewal.

Commissioner Torres asked when was the last time it was evaluated? Mr. Solis responded it has been two years.

Mr. Carlisle stated that what Mr. Solis meant was that they are going to go through the schedule and remove some items that the city probably shouldn't be insuring which will lower the amount to be insured, which could create a credit.

Commissioner Torres asked what the normal schedule is for reevaluating. Mr. Solis stated that the total value is \$58 million.

Commissioner Torres stated that it is an increase of \$261,512.90 and further stated that her concern is... Mr. Solis responded that it is an increase of \$66,000 and it did not change from last year.

Commissioner Torres stated that the renewal quote of \$328,000 is an increase of \$66,679 for a difference of \$261,000 and asked if this was correct? Mr. Solis responded that the values are the values, this is the premiums for the values.

Mr. Carlisle stated that the premium last year was \$261,000 and has increased by \$66,000.

Commissioner Torres further asked if what she is reading was incorrect; the enclosed renewal quote of \$328,192.75 is an increase of \$66,000? Mr. Carlisle and Mr. Solis responded that this was correct.

Commissioner Torres asked if this is something that can be placed on the agenda for the next meeting, to re-evaluate as there may be some changes, especially with the increases and since it may change. Mr. Solis responded that it can be for the next renewal.

Mr. Carlisle commented that with inflation, they should be done every two years.

**Motion made by Commissioner Alvarez to authorize the renewal of All-Risk Property Insurance Coverage for the City of Kingsville for the period of May 1, 2022 through April 30, 2023, as per staff recommendation, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".**

**10. Consider authorizing a Letter of Intent with Performance Services Inc. to conduct an Investment Grade Audit. for water meters and AMI systems, via TIPS purchasing cooperative, as per staff recommendation. (Energy Savings Performance Services). (Purchasing Manager).**

Mr. Charlie Sosa, Purchasing Manager stated that this item authorizes the City Manager to sign a letter of intent with Performance Services Inc., from Round Rock, TX for an investment-grade audit to explore the replacement of water meters and AMI Systems for the city. The existing water meters and endpoints have met their end of life and a large percentage of the meters are not registering correctly. Once the audit is completed, it will be presented to the City Commission which can then decide at that time whether to move forward with some or all the projects identified in the audit or to do none of them and pay an audit preparation fee of \$28,965 to Performance Services Inc. He further stated that if an energy savings performance contract is entered into, no audit preparation fee would need to be paid.

Commissioner Lopez asked when was the last time meters were replaced? Mr. Sosa responded that it's been since 2006.

Mr. McLaughlin commented that the reason that this is coming forward is that the city knows that there is an issue. We know exactly how much the city's water wells pump and how many gallons the city bills for, which has a big gap there. He further stated that our water is going somewhere, and the city is not getting its revenue from it.

Commissioner Torres asked if staff looked at other companies, or is this the only one?

Mr. Sosa responded that this company gave a presentation to staff. Other companies were interested but they wanted the city to turn over the city's water system to them and after ten years, they would give it back to the city.

**Motion made by Commissioner Lopez to authorize a Letter of Intent with Performance Services Inc. to conduct an Investment Grade Audit. for water meters and AMI systems, via TIPS purchasing cooperative, as per staff recommendation, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".**

**11. Consider a resolution authorizing Change Order #1 for Phase I of the City-Wide Misc. Concrete and Drainage System Improvements Agreement between the City and Etech Construction Inc. (City Engineer).**

Mr. Rudy Mora, City Engineer stated that the purpose of awarding this change order is to remove the scope of work for 19<sup>th</sup> Street as it will be covered by other funded projects and add the installation of curb & gutter and drainage improvements on W. Kenedy Ave. which will be funded from Fund 068 CO Series 2013, thus assisting to expend those funds. Mr. Mora then displayed a map of the current and future projects. He then stated the purpose to delete 19<sup>th</sup> Street is because there is a Safe Routes to School Grant that will take place later this year or early next year for sidewalks. There is also a stormwater drainage improvement system through the General Land Office and plan to use that money as an alternative to placing this curb and gutter. Mr. Mora further stated that he would like to Change Order in the addition of Kenedy Ave. The Change Order amount is less than \$80,000 and the contractor is asking for an additional 90 days to his contract. The city can spend up to 25% above the original contract amount which is less than \$97,000. Change Order No. 1 will be funded by Fund 068 CO Series 2013 for an amount of \$78,928. Mr. Mora further commented that it is staff's recommendation to approve Phase 1 Change Order No. 1 which removes curb and gutter work along 19<sup>th</sup> Street and adds drainage improvements to W. Kenedy Ave. for \$78,928 and 90 days above the original contract time for Phase 1. Mr. Mora displayed a map of what W. Kenedy Street improvements would look like for that area.

Commissioner Hinojosa asked if this amount of money was leftover from 2013 CO?

Mr. McLaughlin responded that this would assist in spending that money as it is from 2013.

Commissioner Hinojosa commented that there is a time limit on when that money needs to be expended.

Mr. McLaughlin stated that the reason for this curb and gutter in this area is that the area is prone to flooding.

Commissioner Hinojosa asked Ms. Alvarez if Bond Counsel has approved this? Ms. Alvarez responded that this project qualifies within the 2013 issue.

Commissioner Torres asked if the city was still receiving money from the Coastal Bend Council of Governments (COG) for the drainage system?

Mr. McLaughlin responded that the COG has money available for several different projects, drainage is one of the projects. He further stated that this is not what he was anticipating using that money for, as he would like to have it for other projects, which will be presented to the Commission later.

**Motion made by Commissioner Alvarez to approve a resolution authorizing Change Order #1 for Phase I of the City-Wide Misc. Concrete and Drainage System Improvements Agreement between the City and Etech Construction Inc., seconded by Commissioner Torres. The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".**

**12. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Section 3-3-127, providing for the Main Street Advisory Board to meet quarterly. (Downtown Manager).**

Ms. Janine Reyes, Tourism Director stated that the Main Street Board meets monthly to develop and make recommendations to the City Manager regarding the Main Street District. Due to a lack of quorum at monthly meetings, the board met on March 22, 2022, where they considered and approved by a vote of 5 to 1 in favor of changing their meetings from monthly to once quarterly. Ms. Reyes further stated that it is the staff's recommendation to make this change.

Commissioner Torres if this board had any stipulation as to how many meetings a board member can miss.

Ms. Reyes responded yes, three meetings.

Introduction item.

**13. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 budget to appropriate additional funding for Vehicle Maintenance for the Fire Department. (ARP Funds). (Fire Chief).**

Mr. Juan J. Adame, Fire Chief stated that the Fire Department has experienced numerous equipment problems and with a budget for vehicle maintenance of \$25,000 of which those funds have been expended, the Fire Department is now requesting additional monies. The Fire Department is requesting a budget amendment for \$67,000 to complete the necessary repairs and maintenance to Fire Department equipment.

Introduction item.

**14. Consider a resolution authorizing the City to submit an application to the Ed Rachal Foundation for grant funds for equipment for the Kingsville Police Department. (Police Chief).**

Mr. Ricardo Torres, Chief of Police stated that this is a resolution authorizing to submit an application to the Ed Rachal Foundation for grants funds for equipment. The grant is for the purchase of eight bicycles and equipment to be used by the police officers as part of the patrol function. As part of their less-lethal response equipment, they are needing to replace their PepperBall launchers. They are including the purchase of two new PepperBall launchers and associated equipment. As part of the field training program, they are requesting funds to purchase software to better track the progress of their police cadets. This will help them maintain critical training records to defend the city and the officers from litigation. The total cost of equipment is \$20,648.00. Chief Torres commented that the grant does not have a cash match, but the grant may only be partially funded.

**Motion made by Commissioner Lopez to approve the resolution authorizing the City to submit an application to the Ed Rachal Foundation for grant funds for equipment for the Kingsville Police Department, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".**

**15. Consider a resolution of the City of Kingsville, Texas finding that AEP Texas Inc.'s application to amend its Distribution Cost Recovery Factors to increase distribution rates within the City should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel. (City Attorney).**

Mayor Fugate commented that this is the only time where he sees that AEP will pay the city's attorney fees for this situation.

Ms. Alvarez stated that every April they do their filing, and we are asked to join the other cities that AEP represents so that we can make sure that the filing is legal and have experts verify that the recovery that they are seeking is not excessive and beyond what is allowed. This does not incur a cost to any of the cities that participate. It will freeze the rates until the analysis is done, and the parties reach an agreement.

**Motion made by Commissioner Hinojosa to approve the resolution of the City of Kingsville, Texas finding that AEP Texas Inc.'s application to amend its Distribution Cost Recovery Factors to increase distribution rates within the City should be denied; authorizing participation with the cities served by AEP Texas; authorizing hiring of legal counsel; finding that the City's reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".**

**16. Discussion regarding process for handling receipt of citizen complaints. (Commissioner Torres).**

Commissioner Torres commented that the reason for this item is that she has been on social media for quite a while and is aware that other commissioners have been tagged on several complaints regarding the city. These complaints have been heard and know the city does not have a proper social media complaint center. She has done some research and knows that the City of Longview, TX has social media where they go on social media and introduced... Commissioner Torres read off her phone the following: We know you love social media and so do we. Not only do Facebook, Twitter, Instagram, YouTube, and others let us talk to our residents in a more personal way. She further stated that she knows that the city also receives from TML an email regarding social media as well. Torres further stated that social media is not going away. It's not going to be something that will be backtracked and not utilized soon. The technology is there, and she thinks that some of the citizen's complaints, not all of them, but some viable complaints are coming in through social media. She further stated that it has been said that it is someone hiding behind a computer, but some social media accounts are from actual citizens who display their names on their accounts. She further stated that this is a concern and is aware that information has gone out but feels that the city is behind. The city needs to find a way to catch up on some of the technology that is out there, especially with what the city just saw happen with COVID. Commissioner Torres further stated that this is a realm that is needed to be looked into. Whether it be hiring a full-time PAO that will look at complaints or having some type of tab on the city's social media pages that generates the complaints that will send them directly to an individual. Torres further commented that this is something that the city seriously needs to look into and not just say yes, we will look into it, and then six months a report is not given, and the city still hasn't gotten into whether or not this is an option. Commissioner Torres stated that this is the reason she brought this agenda, as there was a complaint on two issues, and she knows that some of the comments that were put out there she disagrees with and feels that our citizens deserve that. She further stated that a lot of the citizens are younger, and their technology is so much more advanced than hers, but this is the way they communicate. She further stated that we need to capture the audience, that is not just for the older citizens but for the younger generation to change different things and hear them out, which is something that the city needs to look into.

**17. Executive Session: Pursuant to Section 551.074, Texas Government Code, the Personnel Exception, the City Commission shall convene in Executive Session to deliberate the evaluation and duties of the City Manager. (Commissioner Torres).**

Mayor Fugate announced the executive session and convened the meeting into closed session at 6:19 P.M.

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

**VI. Adjournment.**

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

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, TRMC, CMC, City Secretary

# **PUBLIC HEARING(S)**

# **PUBLIC HEARING #1**





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## MEMO

**Date:** May 4, 2022

**To:** Mark McLaughlin (City Manager)

**From:** Uche Echeozo (Director of Planning and Development Services)

**Subject:** **William Dove & Associates LLC, applicant; and Chuck Cramer owner; requesting the rezone of HOFFMAN ADDITION BLOCK 7, LOT 20 - 21; also known as 200 Block E. Miller, Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential).**

The Planning and Zoning Commission meeting held as scheduled this evening, May 4, 2022, with 5 members in attendance.

Members deliberated over the issue of granting approval for a rezone of HOFFMAN ADDITION BLOCK 7, LOT 20 – 21 to enable the applicant to carry out housing development. Letters were sent out to neighbors and the City received no feedback. Commissioners, after deliberations, voted to approve the recommendation for a rezone of the said property from C4 (Commercial) to R1 (Single-Family Residential). A recorded vote of all members present was taken and Commissioners Larry Garcia, Mike Klepac, Idotha Battle, Brian Coufal and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 6.15 p.m.

Thank you.

**Uche Echeozo**  
Director of Planning and  
Development Services

Pub. Hrg.

Planning and Development Services  
410 W King  
Kingsville, TX 78363  
PH: 361-595-8093



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## MEMO

**Date:** April 27, 2022  
**To:** Planning and Zoning Commission Members  
**From:** Uche Echeozo (Director of Planning and Development Services)  
**Subject:** William Dove & Associates LLC, applicant; and Chuck Cramer owner; requesting the rezone of **HOFFMAN ADDITION BLOCK 7, LOT 20 - 21**; also known as 200 Block E. Miller, Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential)

The applicants approached the department because they wanted to re-zone the existing property (**HOFFMAN ADDITION BLOCK 7, LOT 20 – 21**) from C4 (Commercial) to R1 (Single-Family Residential).

A look into history revealed the property was originally zoned R1(Single-family Residential) prior to 03/10/2014 when the City Commission passed a resolution to rezone the property to C4 to facilitate an extension of a car lot/auto sales shop that occupied the property adjoining the subject property known as 1330 S 6t Street. This is part of a larger lot (lots 17, 18, 19, 20 and 21) that had 3 of the lots rezoned to R1 from C4 earlier this year. This application seeks to complete the rezoning of the remaining 2 lots.

Consequently, this application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since this will encourage infill development that would provide suitable housing for residents of Kingsville.

Thank you.

**Uche Echeozo**  
Director of Planning and  
Development Services

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

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

Project Address \_\_\_\_\_ Nearest Intersection EAST M. Her & North 7<sup>th</sup>  
 (Proposed) Subdivision Name Re PLAT Lots 20-21 Blk 7 Block 7  
 Legal Description: LOTS 20-21, BLK 7 HOFFMAN ADDITION TO CITY OF KINGSVILLE  
 Existing Zoning Designation G-4 Future Land Use Plan Designation R-1

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

Applicant/Authorized Agent William D. Day Assoc. Phone (361) 547-9465 FAX \_\_\_\_\_  
 Email Address (for project correspondence only): wd@wdbdavidson.com  
 Mailing Address 111 Knoll Trail City SANDIA State Tx Zip 78383  
 Property Owner CHUCK CRAMER Phone (361) 463-9496 FAX \_\_\_\_\_  
 Email Address (for project correspondence only): cc contractors@gmail.com  
 Mailing Address 418 West Leg Ave. City Kingsville State Tx Zip 78363

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

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

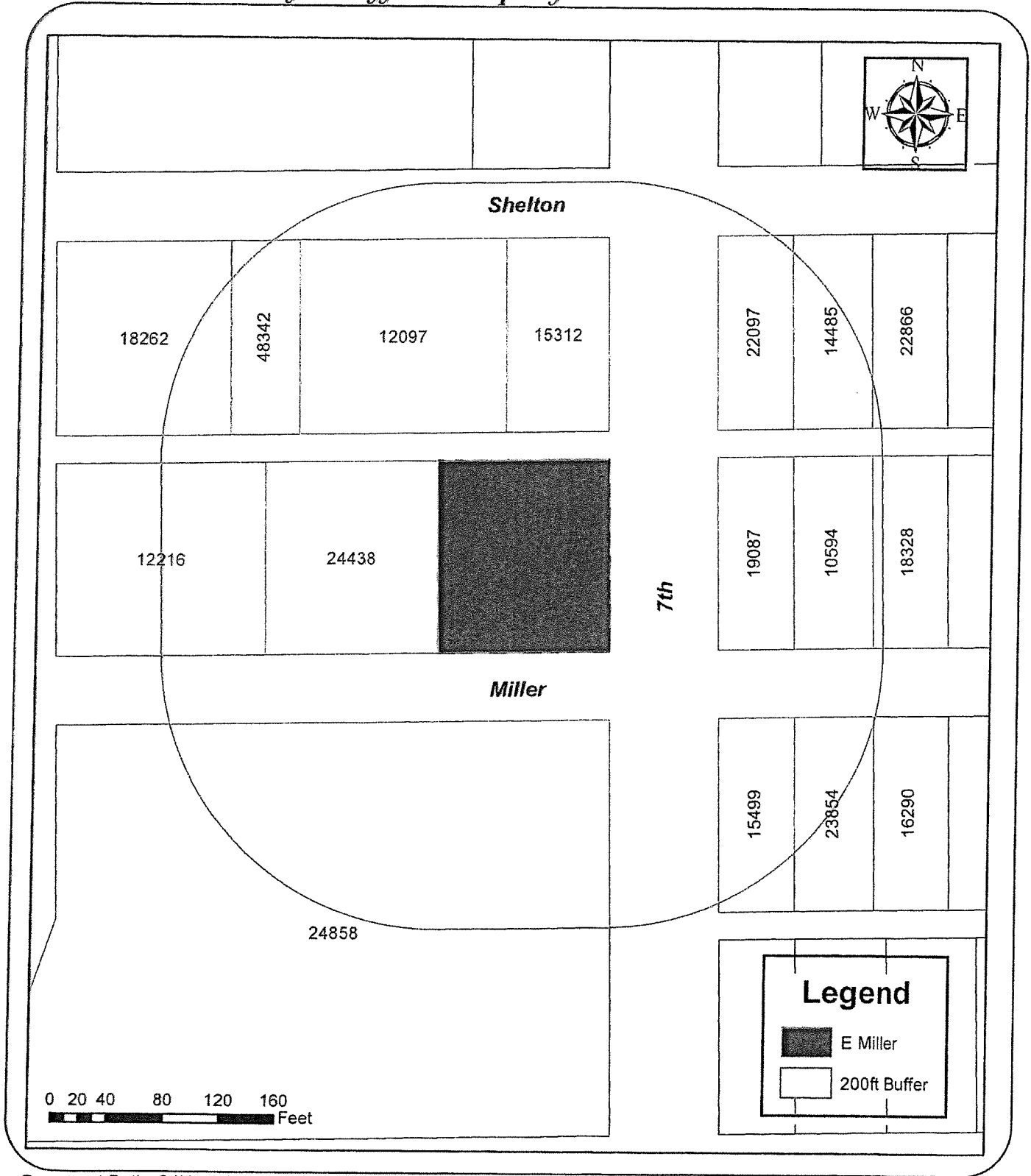
Please provide a basic description of the proposed project:

Rezone Suburban Property from Commercial to  
Residential


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 William D. Day Date: MARCH 22, 2022  
 Property Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

# 200 ft Buffer Map of 200 block E Miller



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\2021\_Buffer.mxd

Page 1 / 1	Drawn By: Planning Department	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 <b>CITY OF KINGSVILLE</b> <b>PLANNING DEPARTMENT</b> 410 West King Kingsville, Texas 78363 Office: 361-595-8055
	Last Update: 12/16/2021		
	Note:		

LOERA JOSE RAMOS III  
1404 PALM AVE  
KINGSVILLE, TX 78363  
#18262

ECONOMY PRINTING LLC  
229 E SHELTON ST  
KINGSVILLE, TX 78363-6239  
#15312

ALLEN THOMAS S  
ETUX DAWN M  
2908 N ARMSTRONG  
KINGSVILLE, TX 78363  
#22866

CANTU JUAN A  
AND GLORIA B CANTU  
725 W HENRIETTA AVE  
KINGSVILLE, TX 78363-4209  
#10594

GARZA RICARDO ABEL  
ETUX SARAH  
303 E MILLER AVE  
KINGSVILLE, TX 78363-6233  
#15499

SALINAS RAMON III  
ETUX CYNTHIA M SALINAS  
P O BOX 112  
SARITA, TX 78385-0012  
#48342

WHITE JOHNNY  
ETUX HILDA  
301 E SHELTON  
KINGSVILLE, TX 78363  
#22097

GARCIA FAUSTINO  
ANA L GARCIA  
P O BOX 1472  
KINGSVILLE, TX 78364  
#12216, 24438

MORALES MISAEL ESCOBEDO  
ETAL  
5001 NUEVO LN  
KILLEEN, TX 76549  
#18328

COX DENNISE M  
307 E MILLER AVE  
KINGSVILLE, TX 78363-6233  
#23854

NUNEZ IBREY JAMES  
JOSEPH FRANCES NUNEZ  
PO BOX 603  
KINGSVILLE, TX 78364-0603  
#12097

DE LA GARZA MONICA  
307 E SHELTON  
KINGSVILLE, TX 78363  
#14485

GARZA IRENE  
ETVIR DESIDERIO  
302 E MILLER AVE  
KINGSVILLE, TX 78363-6234  
#19087

ELKS LODGE  
PO BOX 1464  
KINGSVILLE, TX 78364-1464  
#24858

RIVERA CARMELITA N  
311 E MILLER AVE  
KINGSVILLE, TX 78363-6233  
#16290

# Kleberg CAD

Property Search > 48331 CCTM HOLDINGS LLC for Year 2021 Tax Year: 2021

## Property

### Account

Property ID: 48331 Legal Description: HOFFMAN, BLOCK 7, LOT 17-21  
Geographic ID: 135900717005192 Zoning: R2  
Type: Real Agent Code:  
Property Use Code:  
Property Use Description:

### Location

Address: E MILLER Mapsco:  
TX  
Neighborhood: Map ID: C1  
Neighborhood CD:

### Owner

Name: CCTM HOLDINGS LLC Owner ID: 68434  
Mailing Address: 8321 SERENITY CT % Ownership: 100.0000000000%  
CORPUS CHRISTI, TX 78414-6458

Exemptions:

## Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$13,750	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
-----			
(=) Market Value:	=	\$13,750	
(-) Ag or Timber Use Value Reduction:	-	\$0	
-----			
(=) Appraised Value:	=	\$13,750	
(-) HS Cap:	-	\$0	
-----			
(=) Assessed Value:	=	\$13,750	

## Taxing Jurisdiction

Owner: CCTM HOLDINGS LLC  
% Ownership: 100.0000000000%  
Total Value: \$13,750

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$13,750	\$13,750	\$0.00
CKI	CITY OF KINGSVILLE	0.840000	\$13,750	\$13,750	\$115.50
GKL	KLEBERG COUNTY	0.771870	\$13,750	\$13,750	\$106.13

SKI	KINGSVILLE I.S.D.	1.518900	\$13,750	\$13,750	\$208.85
WST	SOUTH TEXAS WATER AUTHORITY	0.082426	\$13,750	\$13,750	\$11.33
Total Tax Rate:		3.213196			
				Taxes w/Current Exemptions:	\$441.81
				Taxes w/o Exemptions:	\$441.81

## Improvement / Building

No improvements exist for this property.

## Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	C1	C1	0.4017	17500.00	125.00	140.00	\$13,750	\$0

## Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$0	\$13,750	0	13,750	\$0	\$13,750

## Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/19/2021	GWD	GENERAL WARRANTY DEED	GARCIA FAUSTINO	CCTM HOLDINGS LLC			325243

## Tax Due

Property Tax Information as of 04/18/2022

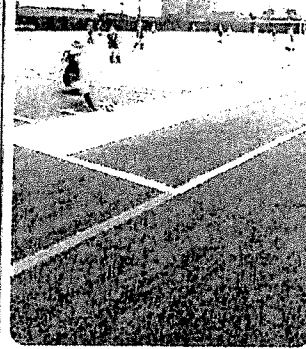
Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

**Questions Please Call (361) 595-5775**

## Lady Lions on a historic run, regional quarterfinal champions



### The Lady Lions won 1-0 over London

Katie Ramirez scored the lone goal of the game, while the defense shut out London to move the team on to the Regional Semi Finals for the first time in program history. (Submitted photo)



*Note: hiring a*

### Circulation Delivery Driver

- Must have clean driving record
- Reliable Transportation
- Must be able to lift 25 lbs.

Please send resume and cover letter to Terry Fitzwater at [editor@kingsvillerecord.com](mailto:editor@kingsvillerecord.com) or call (361) 345-1334.

*The Kingsville Record is an equal opportunity employer.*

### PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, May 4, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: William Dove & Associates LLC applicant; Chuck Cramer owner; requesting the rezoning of HOFFMAN ADDITION, BLOCK 7, LOT 20, 21 also known as 200 block E. Miller, Kingsville, Texas from C4 (Commercial) to R-1 (Single Family). William Dove & Associates LLC applicant; Chuck Cramer owner; requesting the replat of HOFFMAN ADDITION, BLOCK 7, LOT 20, 21 also known as 200 block E. Miller, Kingsville, Texas. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

### PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, May 9, 2022 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard: William Dove & Associates LLC applicant; Chuck Cramer owner; requesting the rezoning of HOFFMAN ADDITION, BLOCK 7, LOT 20, 21 also known as 200 block E. Miller, Kingsville, Texas from C4 (Commercial) to R-1 (Single Family). William Dove & Associates LLC applicant; Chuck Cramer owner; requesting the replat of HOFFMAN ADDITION, BLOCK 7, LOT 20, 21 also known as 200 block E. Miller, Kingsville, Texas. The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.



### TEXAS A&M UNIVERSITY - KINGSVILLE 38th Annual Faculty Lecture

PRESENTS:  
APOPTOSIS REGULATORY  
PROTEINS IN CANCER RESEARCH



**Dr. Maribel González-García**

Professor in the Chemistry Department

**April 7, 2022**

**5:30 p.m.**

Peacock Auditorium  
Texas A&M-Kingsville campus

Refreshments to follow





# **PUBLIC HEARING #2**



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## MEMO

**Date:** May 4, 2022

**To:** Mark McLaughlin (City Manager)

**From:** Uche Echeozo (Director of Planning and Development Services)

**Subject:** **William Dove & Associates LLC, applicant; and Chuck Cramer owner; requesting the replat of HOFFMAN ADDITION BLOCK 7, LOT 20 - 21; also known as 200 Block E. Miller, Kingsville, Texas.**

The Planning and Zoning Commission meeting held as scheduled this evening, May 4, 2022, with 5 members in attendance.

Members deliberated over the issue of granting approval for a replat to enable the applicant to carry out housing development that complies with the emerging zoning – R1(Single-family residential). Letters were sent out to neighbors and the City received no feedback. Commissioners, after deliberations, voted to approve the recommendation for a replat of the said property into one sizeable lot. A recorded vote of all members present was taken and Commissioners Larry Garcia, Mike Klepac, Idotha Battle, Brian Coufal and the Chairman – Steve Zamora all voted ‘YES’.

The meeting was adjourned by about 6.15 p.m.

Thank you.

**Uche Echeozo**  
Director of Planning and  
Development Services

Planning and Development Services  
410 W King  
Kingsville, TX 78363  
PH: 361-595-8093



---

## MEMO

**Date:** April 27, 2022  
**To:** Planning and Zoning Commission Members  
**From:** Uche Echeozo (Director of Planning and Development Services)  
**Subject:** **William Dove & Associates LLC, applicant; and Chuck Cramer owner; requesting the replat of HOFFMAN ADDITION BLOCK 7, LOT 20 - 21; also known as 200 Block E. Miller, Kingsville, Texas.**

The applicants approached the department because they wanted to re-plat the existing property (**HOFFMAN ADDITION BLOCK 7, LOT 20 – 21**) into one single unit (lot) to enable them carry out housing development that complies with the emerging zoning – R1(Single-family residential). Staff have reviewed the application and found same to follow subdivision standards in compliance with City Ordinances.

Consequently, this application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since this will facilitate infill development that would provide suitable housing for residents of Kingsville.

Thank you.

**Uche Echeozo**  
Director of Planning and  
Development Services

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

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

Project Address \_\_\_\_\_ Nearest Intersection EAST M. Her & North 7<sup>th</sup>  
 (Proposed) Subdivision Name Re Plat Lots 10-21 Block 2-1R Block 7  
 Legal Description: LOTS 10-21, BLK 7 HOFFMAN ADDITION TO CITY OF KINGSVILLE  
 Existing Zoning Designation C-4 Future Land Use Plan Designation R-1

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

Applicant/Authorized Agent William Davidson Phone (361) 547-9445 FAX \_\_\_\_\_  
 Email Address (for project correspondence only): bdavidson@twinbdaughters.com  
 Mailing Address 111 Knoll Trail City SANDIA State Tx Zip 78383  
 Property Owner Chuck Crumley Phone (361) 463-9496 FAX \_\_\_\_\_  
 Email Address (for project correspondence only): cc contractors@gmail.com  
 Mailing Address 418 Wesley Ave. City Kingsville State Tx Zip 78363

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

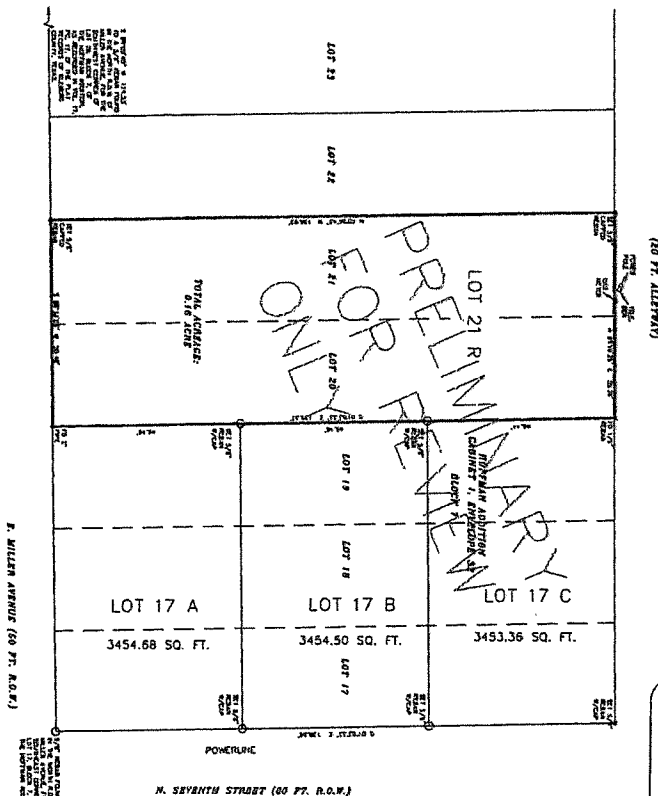
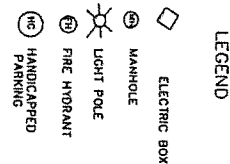
<input type="checkbox"/> Annexation Request	No Fee	<input type="checkbox"/> Preliminary Plat	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA)	\$250.00	<input type="checkbox"/> Final Plat	Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request	\$250.00	<input type="checkbox"/>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

Please provide a basic description of the proposed project:

Re-Plat Subdiv Property From 10 One Lot

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

Applicant's Signature [Signature] Date: March 22, 2007  
 Property Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
 Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_



RE-PLAT OF LOTS 20 & 21, BLOCK 7 OF HOFFMAN  
ADDITION AS RECORDED IN CABINET 1, ENVELOPE 32  
OF THE MAP RECORDS OF KLEBERG COUNTY, TEXAS

STATE OF TEXAS;  
COUNTY OF MLEBERG;  
\_\_\_\_\_  
I, \_\_\_\_\_, CERTIFY THAT I AM THE OWNER OF THE LANDS EMBRACED WITHIN  
THE BOUNDARIES OF THE FOREGOING PLAT THAT WE HAVE HAD SAID LANDS SURVEYED  
AND THE SURVEYERS SHOWN ARE DEDICATED TO THE PUBLIC USE FOREVER, THE  
COMMON AREA OPEN SPACE IS DEDICATED TO PUBLIC USE, INCLUDING RECREATIONAL FACILITIES,  
UTILITY EASEMENTS AS SHOWN ARE DEDICATED TO PUBLIC USE, INSTALLATION,  
OPERATION, AND USE OF THE PUBLIC UTILITIES, AND THIS MAP WAS MADE FOR THE PURPOSE  
OF DESCRIPTION AND DEDICATION,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_  
STATE OF TEXAS;  
COUNTY OF MLEBERG;  
\_\_\_\_\_  
BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO  
ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO  
ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF TEXAS;  
COUNTY OF JIM WELLS;  
I, WILLIAM DONALDAS DOWE, A REGISTERED PROFESSIONAL LAND SURVEYOR HAVE PREPARED THE FORESOUND OF THIS SURVEY, BY ME, ON THE GROUND AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE SET ALL LOT AND BLOCK CORNERS AS SHOWN HEREIN AND ARE CONSISTENT WITH SOUND AND PROFESSIONAL PRACTICES.  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
WILLIAM DONALDAS DOWE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 4143  
FIRM NO. 10078300  
STATE OF TEXAS;  
COUNTY OF KLEBERG;  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ APPROVED BY THE DIRECTOR OF PLANNING  
OF THE CITY OF KINGSVILLE.

DIRECTOR OF PLANNING \_\_\_\_\_ CHAIRMAN OF PLANNING & ZONING \_\_\_\_\_  
STATE OF TEXAS: \_\_\_\_\_  
COUNTY OF KLEBERG: \_\_\_\_\_  
THIS THE FINAL PLAT OF \_\_\_\_\_ APPROVED BY THE MAYOR AND CITY COMMISSION  
OF THE CITY OF KINGSVILLE, TEXAS \_\_\_\_\_  
THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_  
\_\_\_\_\_  
MAYOR \_\_\_\_\_  
\_\_\_\_\_  
CITY SECRETARY \_\_\_\_\_  
STATE OF TEXAS: \_\_\_\_\_  
COUNTY OF KLEBERG: \_\_\_\_\_  
I, \_\_\_\_\_ CLERK OF THE COUNTY OF KLEBERG, TEXAS, DO HEREBY CERTIFY THE  
FOREGOING PLAT OF \_\_\_\_\_ 20\_\_\_\_ WITH ITS CERTIFICATE OF AUTHENTICATION AND  
WAS FILED FOR RECORD IN MY OFFICE THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M IN THE MAP RECORDS OF THE COUNTY OF KLEBERG IN CABINET \_\_\_\_\_  
ENVELOPE \_\_\_\_\_

BY \_\_\_\_\_  
COUNTY CLERK  
KLEBERG COUNTY, TEXAS



SCALE: 1" = 20 FT

WILLIAM DOVE & ASSOCIATES, LLC  
111 KNOLL TRAIL, SANDIA 78383  
PHONE (361) 547-9665 CELL (361) 244-0798  
FIRM NO. 10078300

DATE	W.D.	DATE 03/17/73	APPROVED W.D.	SCALE	1" = 10'	PROJECT NO.	5717-3
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## Lady Lions on a historic run, regional quarterfinal champions



### The Lady Lions won 1-0 over London

*Katie Ramirez scored the lone goal of the game, while the defense shut out London to move the team on to the Regional Semi Finals for the first time in program history. (Submitted photo)*



*Now hiring a*

### Circulation Delivery Driver

- Must have clean driving record
- Reliable Transportation
- Must be able to lift 25 lbs.

Please send resume and cover letter to Terry Fitzwater at [editor@kingsvillerecord.com](mailto:editor@kingsvillerecord.com) or call (361) 345-1334.

*The Kingsville Record is an equal opportunity employer.*

### PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, May 4, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: William Dove & Associates LLC applicant; Chuck Cramer owner; requesting the rezone of HOFFMAN ADDITION, BLOCK 7, LOT 20, 21 also known as 200 block E. Miller, Kingsville, Texas from C4 (Commercial) to R-1 (Single Family). William Dove & Associates LLC applicant; Chuck Cramer owner; requesting the replat of HOFFMAN ADDITION, BLOCK 7, LOT 20, 21 also known as 200 block E. Miller, Kingsville, Texas. The meeting will be held at City Hall, 400 West King, in the Helen Kieberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

### PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, May 9, 2022 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard: William Dove & Associates LLC applicant; Chuck Cramer owner; requesting the rezone of HOFFMAN ADDITION, BLOCK 7, LOT 20, 21 also known as 200 block E. Miller, Kingsville, Texas from C4 (Commercial) to R-1 (Single Family). William Dove & Associates LLC applicant; Chuck Cramer owner; requesting the replat of HOFFMAN ADDITION, BLOCK 7, LOT 20, 21 also known as 200 block E. Miller, Kingsville, Texas. The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kieberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

### TEXAS A&M UNIVERSITY - KINGSVILLE 38th Annual Faculty Lecture

PRESENTS:  
APOPTOSIS REGULATORY  
PROTEINS IN CANCER RESEARCH



**Dr. Maribel González-García**

Professor in the Chemistry Department

**April 7, 2022**

**5:30 p.m.**

Peacock Auditorium  
Texas A&M-Kingsville campus

Refreshments to follow



# **PUBLIC HEARING #3**

Pub. Hrg

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

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uche Echeozo, Director

DATE: April 29, 2022

SUBJECT: Request for a Public Hearing and the submission of a **Main Street Grant Application** to the Texas Department of Agriculture as part of the Texas Community Development Block Grant (TXCDBG) Program.

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**Summary:** The Planning and Development Services Department of the City of Kingsville wishes to submit an application for a **Main Street Grant** that would facilitate the various efforts towards Downtown revitalization. Consequently, a request is made for a Public Hearing geared towards engaging members of the community.

**Background:** The Planning and Development Services Department of the City of Kingsville is currently embarking on projects geared towards downtown revitalization. The works are, ongoing but the funds are fast depleting. In order to adequately fund this exercise, and get it to completion, they wish to submit a further application for a Main Street Grant of \$500,000 which would be used to install ADA compliant sidewalks and lighting activity on Kleberg Avenue between 6<sup>th</sup> and 7<sup>th</sup> Street; demolition and clearance activity as well as road reconstruction including curb and gutter and related drainage. These projects are needed to effectively transform downtown Kingsville and make it a "destination place". There is a need for a 3.5% cash match translating to \$17,500 together with in-kind services from Engineering and Planning. A public hearing is part of the requirements needed to ensure members of the community are adequately briefed on the details of the plan.

**Financial Impact:** \$17,500 Cash Match.

**Recommendation:** Approve the request for a Public Hearing and to submit application.





**PUBLIC HEARING NOTICE**

CITY OF KINGSVILLE (KLEBERG COUNTY)

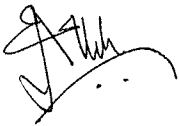
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Kingsville is giving notice of the City's intent to submit Texas Community Development Block Grant Program grant applications for a Main Street grant request of \$500,000 for the installation of ADA compliant sidewalks and lighting activity; road construction/renovation to include curb and gutter and related drainage; demolition and clearance activity. The public hearing will be held on Monday, May 9, 2022, at 5:00 PM. Para mas informacion en espanol, comuniquese con Stephannie Resendez al 361-595-8055.

If you have any questions, do not hesitate to contact me.

Thank you

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Uche Echeozo', with a stylized flourish at the end.

Uche Echeozo  
Director of Planning  
and Development Services

# **CONSENT AGENDA**

# **AGENDA ITEM #1**



## MEMO

**Date:** April 21, 2022

**To:** Mark McLaughlin (City Manager)

**From:** Uche Echeozo (Director of Planning and Development Services)

**Subject:** **John Culpepper of Alpha Lakes, applicant/authorized agent; Kingsville Retail Group LP, owner; requesting the rezone of KINGSVILLE 25 AC LTD, LOT TR A, ACRES 7.17, also known as 2405 S Brahma Blvd, Kingsville, Texas from C3 (Central Business) to C2 (Retail).**

The Planning and Zoning Commission meeting held as scheduled this evening, April 20, 2022, with 4 members in attendance.

Members deliberated over the issue of granting approval for a rezone to enable the applicant to carry out development that complies with the proposed commercial (Retail) zoning district. Letters were sent out to neighbors and the City received no feedback. Commissioners, after deliberations, voted to approve the recommendation for a rezone of the said property from C3 to C2. A recorded vote of all members present was taken and Commissioners Brian Coufal, Larry Garcia, Idotha Battle, and the Chairman – Steve Zamora all voted 'YES'.

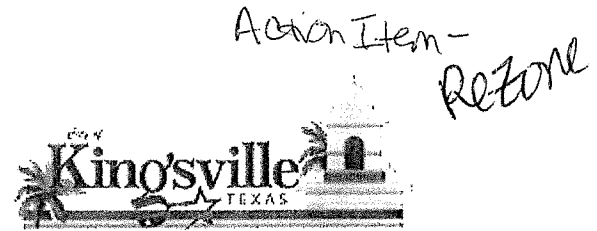
The meeting was adjourned by about 6.15p.m.

Thank you.

A handwritten signature in black ink, appearing to read "Uche Echeozo", with a stylized flourish at the end.

**Uche Echeozo**  
Director of Planning and  
Development Services

Planning and Development Services  
410 W King  
Kingsville, TX 78363  
PH: 361-595-8093



## MEMO

**Date:** April 8, 2022

**To:** Planning and Zoning Commission Members

**From:** Uche Echeozo (Director of Planning and Development Services)

**Subject:** John Culpepper of Alpha Lakes, applicant/authorized agent; Kingsville Retail Group LP, owner; requesting the rezone of KINGSVILLE 25 AC LTD, LOT TR A, ACRES 7.17, also known as 2405 S Brahma Blvd, Kingsville, Texas from C3 (Central Business) to C2 (Retail).

The applicant approached the department because they wanted to re-zone the existing property (**KINGSVILLE 25 AC LTD, LOT TR A, ACRES 7.17**) from C3 (Central Business) to C2. This rezone application is required for the whole of Tract A even though the applicant only needs 0.489-acre portion from the 7.17 acres to join to Tract G (adjacent property). The applicant is looking at replatting a portion of the (Tract A) property, ceding some land to add to the adjacent property (2401 S Brahma) that currently has a C2 zoning.

Consequently, this application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since this will encourage optimal use of the property and enhance the economic base of Kingsville.

Thank you.

**Uche Echeozo**  
Director of Planning and  
Development Services



---

## MEMO

**Date:** April 8, 2022

**To:** Planning and Zoning Commission Members

**From:** Uche Echeozo (Director of Planning and Development Services)

**Subject:** John Culpepper of Alpha Lakes, applicant/authorized agent; Kingsville Retail Group LP, owner; requesting the rezone of KINGSVILLE 25 AC LTD, LOT TR A, ACRES 7.17, also known as 2405 S Brahma Blvd, Kingsville, Texas from C3 (Central Business) to C2 (Retail).

The applicant approached the department because they wanted to re-zone the existing property (KINGSVILLE 25 AC LTD, LOT TR A, ACRES 7.17) from C3 (Central Business) to C2. The applicant is looking at replatting a portion of the property, ceding some land to add to the adjacent property (2401 S Brahma) that currently has a C2 zoning.

Consequently, this application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since this will encourage optimal use of the property and enhance the economic base of Kingsville.

Thank you.

**Uche Echeozo**  
Director of Planning and  
Development Services

CITY OF KINGSVILLE  
PLANNING AND ZONING DIVISION  
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 2405 South Brahma Blvd Nearest Intersection Brahma & General Canales  
(Proposed) Subdivision Name South Gate Lot TR Block A  
Legal Description: 0.489 acre tract of Kingville 25 Ac Ltd, Lot Tr A  
Existing Zoning Designation C3 Future Land Use Plan Designation C2

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Alpha Lake, Ltd. Phone (979) 696-1444 FAX \_\_\_\_\_  
Email Address (for project correspondence only): John@culpepperrealty.com  
Mailing Address 1710 George Bush Dr. E., Ste. 240 City College Station State TX Zip 77840  
Property Owner Kingville Retail Group LP Phone (512) 452-8633 FAX \_\_\_\_\_  
Email Address (for project correspondence only): John@commercialretailgroup.com  
Mailing Address 11701 Bee Caves Road, Ste. 262 City Austin State TX Zip 78738

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

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

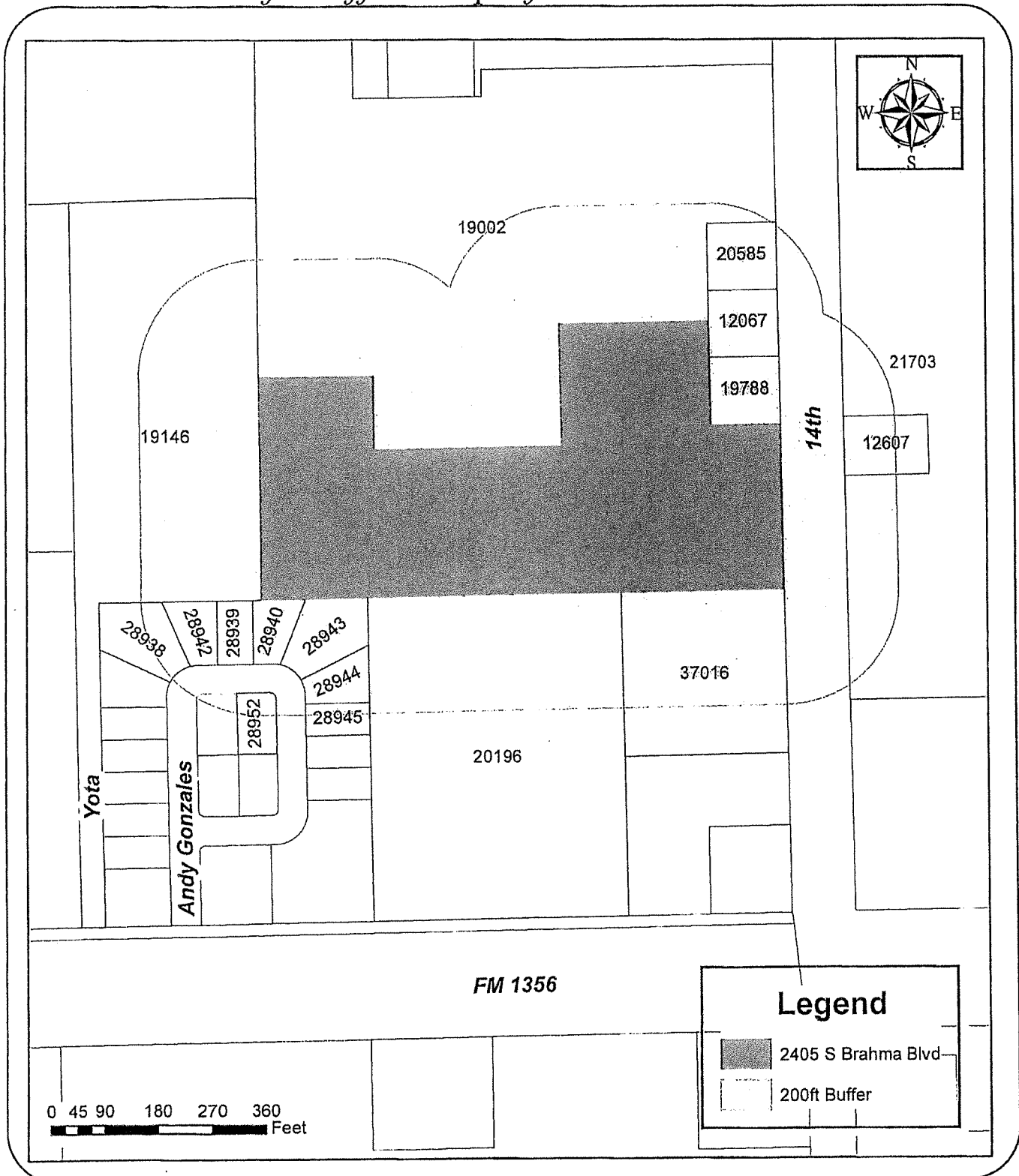
Please provide a basic description of the proposed project:

We would like to rezone the tract from C3 to C2, prior  
to the re-plat of same property.

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

Applicant's Signature [Signature] Date: 3/28/22  
Property Owner's Signature [Signature] Date: 3/28/22  
Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

# 200 ft Buffer Map of 2405 South Brahma



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\2021\_Buffer.mxd

Page 1 / 1	Drawn By: Planning 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>PLANNING DEPARTMENT</b> 410 West King Kingsville, Texas 78363 Office: 361-595-8055</p>
	Last Update: 3/17/2022		
	Note:		



HOUSING AUTHORITY OF THE  
CITY OF KINGSVILLE  
1000 W CORRAL AVE  
KINGSVILLE, TX 78363-3035  
#28938, 28942, 28939, 28940,  
28943, 28944, 28945

TEXAS GOOD LIFE COMPANIES  
LLC  
PO BOX 1777  
INGLESIDE, TX 78362  
#19788

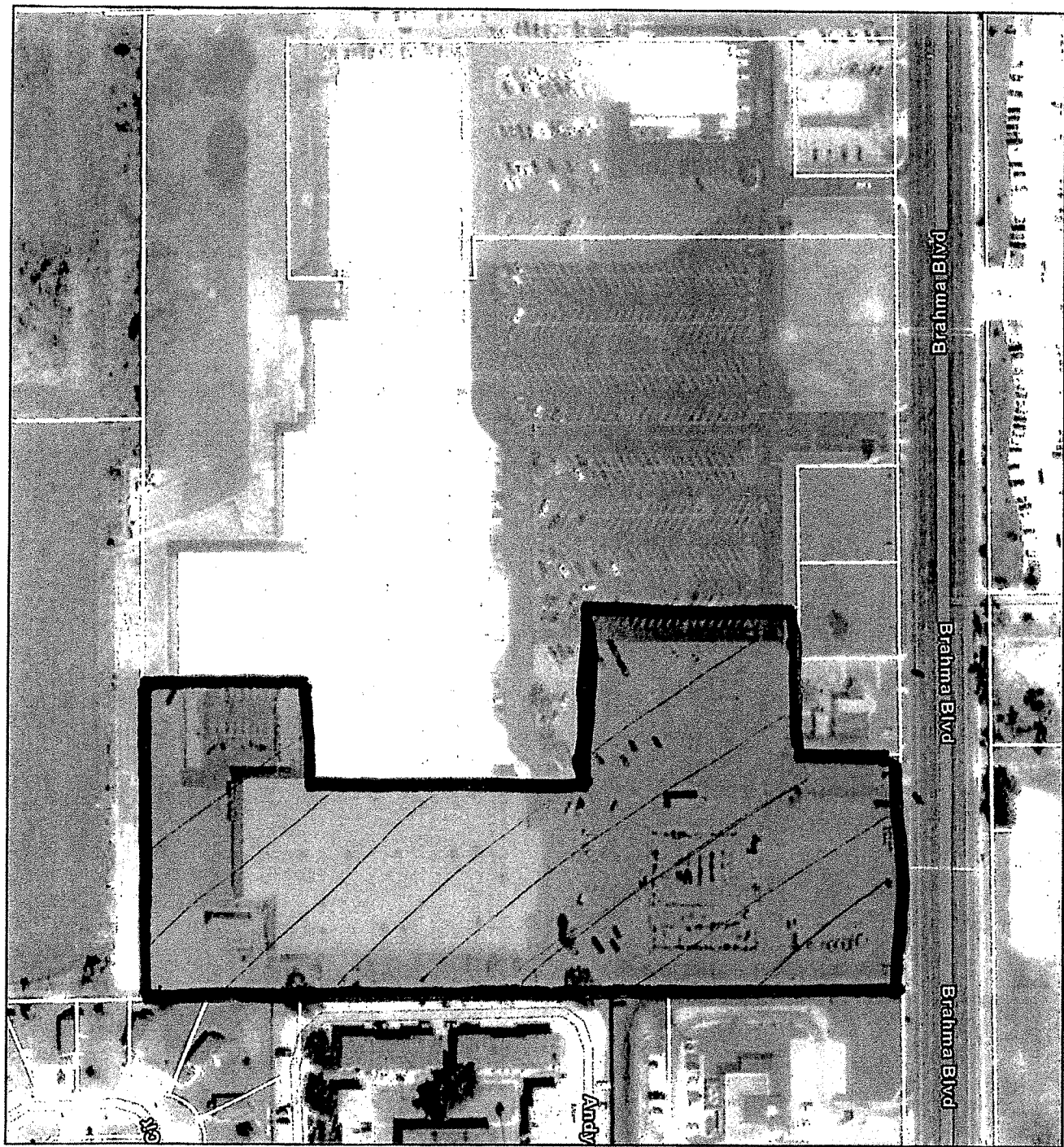
K I S D  
PO BOX 871  
KINGSVILLE, TX 78364-0871  
#21703, 12607

SCHUBERT DAVID E  
715 ARROYO DR  
KINGSVILLE, TX 78363  
#19146

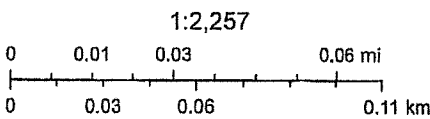
FIRST COMMUNITY BANK  
416 N WATER ST  
CORPUS CHRISTI, TX 78401-  
2533  
#37016

ALPHA LAKE LTD  
A TEXAS LIMITED PARTNERSHIP  
1700 GEORGE BUSH DR E  
STE 240  
COLLEGE STATION, TX 77840-3351  
#19002, 20585, 12067  
KINGSVILLE MULTIFAMILY  
INVESTMENTS LLC  
11816 INWOOD RD STE 3011  
DALLAS, TX 75244  
#20196

2405 S Brahma Zoning



April 5, 2022



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

# Kleberg CAD

## Property Search > 11257 KINGSVILLE RETAIL GROUP LP for Year 2022 Tax Year: 2022 - Values not available

### Property

#### Account

Property ID:	11257	Legal Description:	KINGSVILLE 25 AC LTD, LOT TR A, (TRACTOR SUPPLY), (SHOE DEPT), ACRES 7.17
Geographic ID:	139200001000192	Zoning:	C2
Type:	Real	Agent Code:	53359
Property Use Code:			
Property Use Description:			

#### Location

Address:	2405 S BRAHMA BLVD TX	Mapsco:	
Neighborhood:		Map ID:	A3
Neighborhood CD:			

#### Owner

Name:	KINGSVILLE RETAIL GROUP LP	Owner ID:	52070
Mailing Address:	11701 BEE CAVES ROAD, STE 262 AUSTIN, TX 78738	% Ownership:	100.000000000000%

Exemptions:

### Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
-----			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
-----			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	

(=) Assessed Value: = N/A

## Taxing Jurisdiction

## Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: 67147.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	SCT2A		1982	51396.0
CON	CONCRETE SLAB COMMERCIAL	FV		1982	192.0
ASP	ASPHALT (100%)	FV		1982	238154.0
MA	MAIN AREA	WH2L		1982	15199.0
MA	MAIN AREA	TRKWL		1982	552.0

## Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	F1	F1	7.1700	312325.00	0.00	0.00	N/A	N/A

## Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$510,840	\$218,630	0	729,470	\$0	\$729,470
2020	\$399,560	\$218,630	0	618,190	\$0	\$618,190
2019	\$285,790	\$218,630	0	504,420	\$0	\$504,420
2018	\$285,790	\$218,630	0	504,420	\$0	\$504,420
2017	\$285,790	\$218,630	0	504,420	\$0	\$504,420
2016	\$285,790	\$218,630	0	504,420	\$0	\$504,420
2015	\$285,790	\$218,630	0	504,420	\$0	\$504,420
2014	\$182,760	\$218,630	0	401,390	\$0	\$401,390
2013	\$182,760	\$218,630	0	401,390	\$0	\$401,390
2012	\$185,870	\$218,630	0	404,500	\$0	\$404,500
2011	\$185,870	\$218,630	0	404,500	\$0	\$404,500
2010	\$185,870	\$218,630	0	404,500	\$0	\$404,500
2009	\$268,000	\$218,630	0	486,630	\$0	\$486,630
2008	\$268,000	\$218,630	0	486,630	\$0	\$486,630

Questions Please Call (361) 595-5775



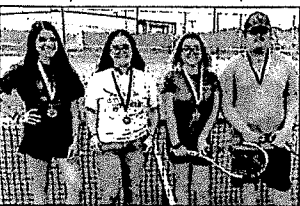
31-1A District JV Tennis Tournament results - Hannah Ortega - third place Freshman Girls Singles; and Hill-ton Price - second place - JV boys singles. (Submitted photo)



Starr Gomez - Third place Kingsville Spring - girls varsity singles, second place girls varsity singles at Bishop Varsity tournament. (Submitted photo)



Second place JV Boys singles - Flour Bluff tournament - 2/19/22 - Aaron Ramos. (Submitted photo)

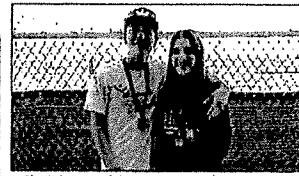


Second place JV Boys singles - Flour Bluff tournament - 2/19/22 - Aaron Ramos. (Submitted photo)

### H.M. King tennis results announced



Colleen JV tournament - Third place JV mixed doubles - Alyssa Chavez and Albert Benitez; 1st consolation - girls singles - Hannah Ortega; JV girls singles - Dentelle O'Grady. (Submitted photo)



Third place mixed doubles - Flour Bluff freshman tournament - 2/1/22 - Aaron Ramos and Hannah Ortega. (Submitted photo)



Conner Knipfeyers and Chris Mata - first place Boys Doubles - Bishop Varsity tournament - 3/11/22. (Submitted photo)

### PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, April 20, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

John Culpepper of Alpha Lake, Ltd. applicant/authorized agent; Kingsville Retail Group LP owner; requesting the replat of KINGSVILLE 25 ACRE LTD, 0.489 acres out of TRACT A and KINGSVILLE 25 ACRE LTD, 12.96 acres out of TRACT G, also known as 2405 S. Brahma Blvd., Kingsville, Texas.

John Culpepper of Alpha Lake, Ltd. applicant/authorized agent; Kingsville Retail Group LP owner; requesting the rezoning of KINGSVILLE 25 AC LTD, LOT TR A, ACRES 7.17, also known as 2405 S. Brahma Blvd., Kingsville, Texas from C3 (Central Business) to C2 (Retail).

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

### PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, April 25, 2022 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard:

John Culpepper of Alpha Lake, Ltd. applicant/authorized agent; Kingsville Retail Group LP owner; requesting the replat of KINGSVILLE 25 ACRE LTD, 0.489 acres out of TRACT A and KINGSVILLE 25 ACRE LTD, 12.96 acres out of TRACT G, also known as 2405 S. Brahma Blvd., Kingsville, Texas.

John Culpepper of Alpha Lake, Ltd. applicant/authorized agent; Kingsville Retail Group LP owner; requesting the rezoning of KINGSVILLE 25 AC LTD, LOT TR A, ACRES 7.17, also known as 2405 S. Brahma Blvd., Kingsville, Texas from C3 (Central Business) to C2 (Retail).

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

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**ORDINANCE #2022-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO KINGSVILLE 25 ACRES LTD, LOT TRACT A, 7.17 ACRES, ALSO KNOWN AS 2405 S. BRAHMA BLVD., KINGSVILLE, TEXAS, FROM C3 (CENTRAL BUSINESS DISTRICT) TO C2 (RETAIL DISTRICT); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of John Culpepper of Alpha Lake, Ltd., applicant/authorized agent for Kingsville Retail Group, LP, owner, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

**WHEREAS**, with proper notice to the public, public hearings were held on Wednesday, April 20, 2022 during a meeting of the Planning and Zoning Commission, and on Monday, April 25, 2022 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, the item was APPROVED with a 4-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

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

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

**SECTION 1.** That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Kingsville 25 Acres Ltd, Lot Tract A, 7.17 acres, also known as 2405 S. Brahma Blvd., Kingsville, Texas, from C3 (Central Business District) to C2 (Retail District), as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

**INTRODUCED** on this the 25th day of April, 2022.

**PASSED AND APPROVED** on this the 9th day of May, 2022.

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

**THE CITY OF KINGSVILLE**

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

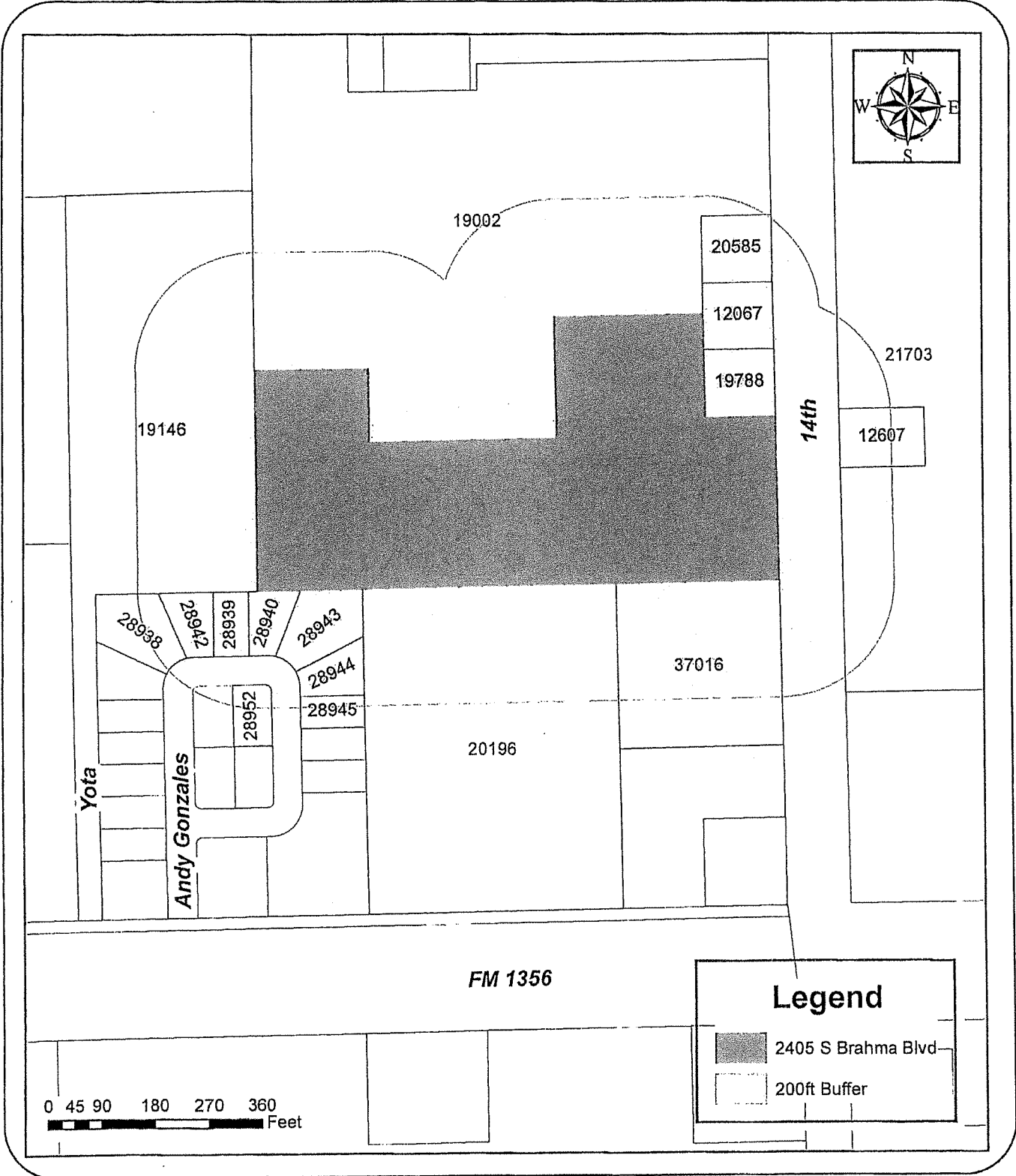
**ATTEST:**

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

**APPROVED:**

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

# 200 ft Buffer Map of 2405 South Brahma



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\2021\_Buffer.mxd



## **AGENDA ITEM #2**

# CITY OF KINGSVILLE

---

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364



**Date:** April 13, 2022

**To:** City Commission via City Manager Mark McLaughlin

**CC:** Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

**From:** Alicia Tijerina, Downtown Manager

**Summary:** The Main Street Advisory Board was created in 2017 by City of Kingsville City Commissioners. The board meets monthly to develop and make recommendations to the City Manager regarding the Main Street District.

Due to the lack of quorum at monthly meetings, the board voted 5 to 1 in favor to change the meetings from monthly to once quarterly at meeting held on March 22, 2022. Department, staff recommends the following changes to Ordinance 2017-23:

- Section 3-3-127 Meetings – from at least once monthly to at least once quarterly



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PART 2 - CODE OF ORDINANCES  
Chapter III - ADMINISTRATION  
ARTICLE 3. - DEPARTMENTS, BOARDS AND COMMISSIONS  
MAIN STREET ADVISORY BOARD

---

*MAIN STREET ADVISORY BOARD*

**Sec. 3-3-120. Board created.**

There is hereby created for the city a Main Street Advisory Board.

(Ord. No. 2017-23, § I, 6-26-17)

**Sec. 3-3-121. Board membership.**

- (A) The Main Street Advisory Board shall have seven (7) voting members and be appointed by the City Commission at the recommendation of the City Manager. The Main Street Advisory Board members shall serve without compensation. The members of the Board shall include:
  - a. Four members to represent the historical downtown district/merchants.
  - b. One member to represent Texas A&M University-Kingsville.
  - c. Two members must be residents of the City of Kingsville.
- (B) In addition to the regular voting members of the Board, the City Manager and the Kingsville Greater Area EDC Director shall serve as ex-officio members of the Board with no voting privileges.
- (C) The members of the Board from the voting membership shall elect a Chairman and Vice-Chairman to conduct the meetings and the voting members shall fill any vacancy in either of the offices of Chairman or Vice-Chairman.

(Ord. No. 2017-23, § I, 6-26-17)

**Sec. 3-3-122. Terms of members.**

The board members shall hold office and serve from and after the date of their respective appointments, subject to the conditions provided in this article, for the following terms.

- (A) All of the board members shall serve for two (2) year terms without term limits.

(Ord. No. 2017-23, § I, 6-26-17)

**Sec. 3-3-123. Quorum and voting.**

- (A) A minimum of four (4) board members is needed to form a quorum.
- (B) An official recommendation requires a majority vote of the quorum of board members present (e.g., 4 of 7 members present, 3 of 4 members present).

(Ord. No. 2017-23, § I, 6-26-17)

---

### **Sec. 3-3-124. Conflicts of interest.**

The board members shall comply with V.T.C.A. Local Government Code Chapters 171 & 176, as the same may hereafter be amended, concerning matters involving conflicts of interest. Conviction of an offense by V.T.C.A. Local Government Code Ch. 171 or Ch. 176 shall constitute a forfeiture of the position on the board held by the person convicted.

(Ord. No. 2017-23, § I, 6-26-17)

### **Sec. 3-3-125. Compensation.**

All board members of the Main Street Advisory Board shall receive no salary or compensation for serving on the board with the exception of the Director of Tourism, who shall receive no extra compensation other than as employed by the City of Kingsville.

(Ord. No. 2017-23, § I, 6-26-17; Ord. 2021-48, § I, passed 8-16-21)

### **Sec. 3-3-126. Duties generally.**

The Main Street Advisory Board shall have the following duties and responsibilities:

- (A) Make recommendations on implementation of the Downtown Vision Plan adopted by the City Commission in 2017, and any amendments thereto;
- (B) With the City's Main Street Manager, develop an annual plan of goals, objectives, and activities for the Main Street Program;
- (C) Serve as advocates for the Main Street Program, understanding and interpreting the Main Street Program work to the community;
- (D) Develop and make recommendations to the City Manager regarding the Main Street District.

(Ord. No. 2017-23, § I, 6-26-17)

### **Sec. 3-3-127. Meetings.**

- (A) Any member of the board may request an item be added to the agenda.
- (B) The board shall have the authority and duty to promulgate rules and regulations governing its official meetings.
- (C) The board shall have regular meetings at least once monthly, the date to be set out in the board's minutes. All meetings shall be open to the public and shall be governed by the Open Meetings Act.
- (D) Special meetings may be set at the will and discretion of the board whenever it deems necessary. The chairman of the board shall call the special meeting.
- (E) The Tourism Department staff will act as the Board Secretary and be responsible for preparing and posting the board agendas and keeping minutes of all meetings. The Board Secretary shall not have voting rights.

(Ord. No. 2017-23, § I, 6-26-17; Ord. 2021-48, § I, passed 8-16-21)

---

**Sec. 3-3-128. Report of meetings.**

It shall be the duty of the board to approve minutes and the Board Secretary will file with the City Secretary the minutes of each meeting of said board, together with a list of the members of the Board who were present at the meeting.

(Ord. No. 2017-23, § I, 6-26-17)

**Sec. 3-3-129. Removal from office.**

Any board member may be removed at any time by a majority vote of the City Commission for inefficiency, neglect of duty, malfeasance in office, or failure to maintain eligibility.

(Ord. No. 2017-23, § I, 6-26-17)

**Sec. 3-3-130. Vacancy.**

- (A) A vacancy arises if any board member is absent from three (3) consecutive regular meetings; is removed under § 3-3-130; is convicted as stated in § 3-3-124; or resigns.
- (B) If for any reason the position of any board member shall have been vacated by removal or otherwise, the appointment and confirmation to fill such vacancy shall be made by the City Commission for the unexpired term of the vacated office.

(Ord. No. 2017-23, § I, 6-26-17)

**Secs. 3-3-131—3-3-139. Reserved.**

ORDINANCE NO. 2022-\_\_\_\_\_

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES SECTION 3-3-127, PROVIDING FOR THE MAIN STREET ADVISORY BOARD TO MEET QUARTERLY; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the City Commission of the City of Kingsville believes that a thriving downtown is vital to the quality of life of its citizens and the enhancement and promotion of tourism; and

**WHEREAS**, after hiring consultants in 2016, the City Commission adopted the Kingsville Downtown Vision Plan in 2017, which included among other things the creation of a Main Street Advisory Board;

**WHEREAS**, the City Commission of the City of Kingsville approved an ordinance (ORD #2017-23) on June 26, 2017 to create a Main Street Advisory Board to help make recommendations on implementaton of the Downtown Vision Plan;

**WHEREAS**, there is a need to update the section regarding the number of times the board meets from at least once monthly to at least once quarterly; and

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

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

I.

**THAT** Chapter III-Administration, Article 3- Departments, Boards & Commissions of the Code of Ordinances of the City of Kingsville, Texas, shall amend Section 3-3-127 to read as follows:

***MAIN STREET ADVISORY BOARD***

...

**§ 3-3-127 MEETINGS.**

- (A) Any member of the board may request an item be added to the agenda.
- (B) The board shall have the authority and duty to promulgate rules and regulations governing its official meetings.
- (C) The board shall have regular meetings at least once ~~monthly~~ quarterly, the date to be set out in the board's minutes. All meetings

shall be open to the public and shall be governed by the Open Meetings Act.

(D) Special meetings may be set at the will and discretion of the board whenever it deems necessary. The chairman of the board shall call the special meeting.

(E) The Tourism Department staff will act as the Board Secretary and be responsible for preparing and posting the board agendas and keeping minutes of all meetings. The Board Secretary shall not have voting rights.

...

II.

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

III.

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

IV.

**THAT** this Ordinance shall be codified and become effective on and after adoption and publication as required by law.

**INTRODUCED** on this the 25<sup>th</sup> day of April, 2022.

**PASSED AND APPROVED** on this the 9th day of May, 2022.

**EFFECTIVE DATE:** \_\_\_\_\_, 2022.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #3**



**City of Kingsville**  
**Department Name**

---

TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Juan J. Adame, Fire Chief  
DATE: April 18, 2022  
SUBJECT: Fire Department Budget Amendment

---

**Summary:**

The Kingsville Fire Department has experienced numerous equipment problems. These problems included mechanical breakdowns, brake repairs, electrical problems, preventative maintenance, tire replacement, and wear and tear associated with emergency response equipment.

**Background:**

The fire department budgeted \$25,000 vehicle maintenance. These funds have been expended. Additional funding is requested to complete all outstanding repairs.

**Financial Impact:**

The fire department is requesting a budget amendment in the amount of \$67,000 to complete the necessary repairs and maintenance to fire department equipment. Funds will come from ARP funding.

**Recommendation:**

The fire department recommends a budget transfer in the amount of \$67,000.00.



**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR VEHICLE MAINTENANCE FOR THE FIRE DEPARTMENT.**

**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 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT #27

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 121- GL ARP Funding</b>					
<u>Expenditures – 5</u>					
2200	Fire	Vehicle Maintenance	41100	\$67,000	

[To amend the City of Kingsville FY 21-22 Budget to appropriate additional funding for vehicle maintenance for the Fire Department. Funding will come from the ARP funding.]

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 25th day of April 2022.

**PASSED AND APPROVED** on this the 9th day of May 2022.

**EFFECTIVE DATE:** \_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #4**

# City of Kingsville Health Department

---

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager  
Courtney Alvarez, City of Kingsville Attorney

FROM: Emilio H. Garcia, City of Kingsville Health Director

DATE: April 28, 2022

SUBJECT: Re-appointment of Health Board Member

---

**Summary:** Please be advised that the Health Board term for Joni B. Harrel will expire on May 28, 2022. I have spoken to Joni B. Harrel, and she has agreed to remain on the Board for another 3-year term. It is my recommendation that Joni B. Harrel be re-appointed to the City of Kingsville Health Board.

**Background:** Mrs. Joni B. Harrel has served on the City-County Health Board for 3 years and would like to be re-appointed for another 3 years.

**Financial Impact:** None.

**Recommendation:** I am requesting that the City Commission consider their re-appointment at the next Regular Commission meeting. Approve request.



# **AGENDA ITEM #5**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: May 2, 2022

SUBJECT: Operation Stonegarden, OPSG 2022 Grant#3194307

---

**Summary:**

The Kingsville Police Department has been invited to participate and additional year of OPSG and has been conditionally approved for participation during performance period beginning 03/01/2022 and ending 02/28/2023.

**Background:**

Kleberg County and identified Friendly Forces will participate in Operation Stonegarden (OPSG) for Funding Year 2022. The participating agencies will utilize OPSG funding to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States. OPSG funding will be used for the essential capability enhancement of participating agencies to coordinate operations with the U.S. Border Patrol to support border security efforts within the Rio Grande Valley Border Patrol Sector.

**Financial Impact:**

The grant for "Operation Stonegarden" is a reimbursement type but does not require any cash match. We have been approved \$96,295.02 in overtime, \$15,724.98 in fringe benefits, \$36,000.00 for Harris XL-200 portable radios, and \$11,880.00 to cover fuel costs.

**\*\*Funding was updated to include \$1,120.00 in Management and Administration for the grant.\*\***

**Our updated total allotment is \$161,020.00**

**Recommendation:**

We would request a resolution approving the acceptance of this grant via the Office of the Governor eGrants portal by the grantee's authorized official as designated by the City Manager, Chief Ricardo Torres. We also request a budget amendment to the current FY 2021-2022 for use of the funds as soon



**City of Kingsville  
Police Department**

as they are available. Please place this on the next available agenda. Thank you for your assistance regarding this matter.





**RESOLUTION #2022-\_\_\_\_\_**

**A REVISED RESOLUTION ACCEPTING AWARD OF OPERATION STONEGARDEN FUNDS FOR FUNDING YEAR 2022; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Kingsville found that it is in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to and accept funds from the Office of the Governor's Homeland Security Grant Division for Operation Stonegarden for grant monies for reimbursement for personnel costs, fuel and maintenance and other allowable grant expenses for law enforcement purposes for Grant Period Funding Year 2021 OPSG, whose performance period is 3/01/22-2/28/23, via Resolution #2021-04 approved on January 25, 2021; and

**WHEREAS**, the City agrees to provide the applicable matching funds for the said project, if any, as required by the Office of the Governor for the Operation Stonegarden Grant Program grant application; and

**WHEREAS**, the City agrees that in the event of loss or misuse of the Office of the Governor grant funds, the City of Kingsville City Commission assures that the funds received through the grant will be returned to the Office of the Governor in full;

**WHEREAS**, the City Commission of the City of Kingsville designates the Kingsville Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

**WHEREAS**, the City Kingsville Police Department was recently notified that its total grant allotment is \$161,020.00 in funds to cover personnel costs, fuel, maintenance, and equipment (which includes but may not be not limited to things like overtime, fringe benefits, vehicles, mileage, and administrative costs) through Operation Stonegarden, which is a reimbursement type grant that does not require any cash match; and

**WHEREAS**, the use of the funds for personnel costs, fuel costs, and equipment is a benefit to the citizens of this City as well as the department.

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

I.

**THAT** the City Commission of the City of Kingsville accepts the Operation Stonegarden grant funds for Grant Period FY21 and participation in the Operation Stonegarden Grant Program for reimbursement or personnel costs, fuel, maintenance, and equipment (which includes but may not be not limited to things like overtime, fringe benefits, vehicles, mileage, and administrative costs) for law enforcement purposes to the Office

of the Governor and designates the Kingsville Chief of Police or his designee as the grantee's authorized official.

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 9<sup>th</sup> day of May, 2022.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **REGULAR AGENDA**

# **AGENDA ITEM #6**

# **AGENDA ITEM #7**



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## MEMO

**Date:** May 4, 2022

**To:** Mark McLaughlin (City Manager)

**From:** Uche Echeozo (Director of Planning and Development Services)

**Subject:** **William Dove & Associates LLC, applicant; and Chuck Cramer owner; requesting the rezone of HOFFMAN ADDITION BLOCK 7, LOT 20 - 21; also known as 200 Block E. Miller, Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential).**

The Planning and Zoning Commission meeting held as scheduled this evening, May 4, 2022, with 5 members in attendance.

Members deliberated over the issue of granting approval for a rezone of HOFFMAN ADDITION BLOCK 7, LOT 20 – 21 to enable the applicant to carry out housing development. Letters were sent out to neighbors and the City received no feedback. Commissioners, after deliberations, voted to approve the recommendation for a rezone of the said property from C4 (Commercial) to R1 (Single-Family Residential). A recorded vote of all members present was taken and Commissioners Larry Garcia, Mike Klepac, Idotha Battle, Brian Coufal and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 6.15 p.m.

Thank you.

A handwritten signature in black ink, appearing to read "Uche Echeozo", with a stylized flourish at the end.

**Uche Echeozo**  
Director of Planning and  
Development Services



---

## MEMO

**Date:** April 27, 2022

**To:** Planning and Zoning Commission Members

**From:** Uche Echeozo (Director of Planning and Development Services)

**Subject:** William Dove & Associates LLC, applicant; and Chuck Cramer owner; requesting the rezone of **HOFFMAN ADDITION BLOCK 7, LOT 20 - 21**; also known as 200 Block E. Miller, Kingsville, Texas from **C4 (Commercial)** to **R1 (Single-Family Residential)**

The applicants approached the department because they wanted to re-zone the existing property (**HOFFMAN ADDITION BLOCK 7, LOT 20 – 21**) from C4 (Commercial) to R1 (Single-Family Residential).

A look into history revealed the property was originally zoned R1(Single-family Residential) prior to 03/10/2014 when the City Commission passed a resolution to rezone the property to C4 to facilitate an extension of a car lot/auto sales shop that occupied the property adjoining the subject property known as 1330 S 6t Street. This is part of a larger lot (lots 17, 18, 19, 20 and 21) that had 3 of the lots rezoned to R1 from C4 earlier this year. This application seeks to complete the rezoning of the remaining 2 lots.

Consequently, this application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since this will encourage infill development that would provide suitable housing for residents of Kingsville.

Thank you.

**Uche Echeozo**  
Director of Planning and  
Development Services

CITY OF KINGSVILLE  
PLANNING AND ZONING DIVISION  
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address \_\_\_\_\_ Nearest Intersection EAST Miller & North 7th  
(Proposed) Subdivision Name Re PLAT Lots 20 & 21 Blk 7 Block 7  
Legal Description: LOTS 20 & 21, BLK 7 HOFFMAN ADDITION TO CITY OF KINGSVILLE  
Existing Zoning Designation C-4 Future Land Use Plan Designation R-1

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent William D. Dyer, Assoc. Phone (361) 547-9445 FAX \_\_\_\_\_  
Email Address (for project correspondence only): wdyer@kingsville.com  
Mailing Address 111 Knoll Trail City SANDIA State TX Zip 78383  
Property Owner Chuck Cramer Phone (361) 463-9496 FAX \_\_\_\_\_  
Email Address (for project correspondence only): cccontractors@gmail.com  
Mailing Address 418 West Lee Ave. City Kingsville State TX Zip 78363

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

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

Please provide a basic description of the proposed project:

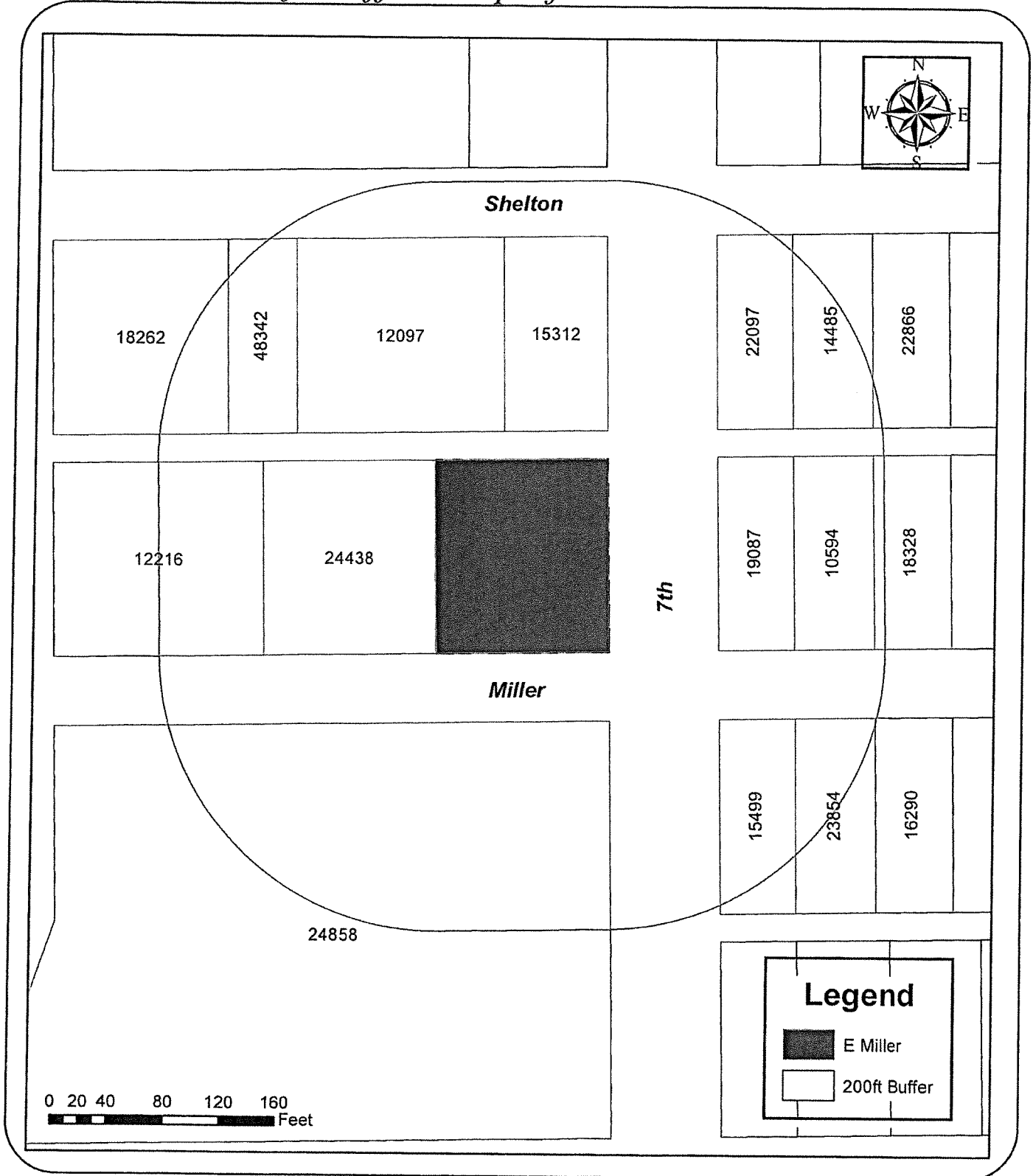
Rezone SUBJECT Property from Commercial to Residential

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 William D. Dyer Date: MARCH 22, 2012  
Property Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_



# 200 ft Buffer Map of 200 block E Miller



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\2021\_Buffer.mxd

1 / 1 Page	Drawn By: Planning Department	<p>DISCLAIMER</p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	 <p><b>CITY OF KINGSVILLE</b> PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055</p>
	Last Update: 12/16/2021		
	Note:		

LOERA JOSE RAMOS III  
1404 PALM AVE  
KINGSVILLE, TX 78363  
#18262

ECONOMY PRINTING LLC  
229 E SHELTON ST  
KINGSVILLE, TX 78363-6239  
#15312

ALLEN THOMAS S  
ETUX DAWN M  
2908 N ARMSTRONG  
KINGSVILLE, TX 78363  
#22866

CANTU JUAN A  
AND GLORIA B CANTU  
725 W HENRIETTA AVE  
KINGSVILLE, TX 78363-4209  
#10594

GARZA RICARDO ABEL  
ETUX SARAH  
303 E MILLER AVE  
KINGSVILLE, TX 78363-6233  
#15499

SALINAS RAMON III  
ETUX CYNTHIA M SALINAS  
P O BOX 112  
SARITA, TX 78385-0012  
#48342

WHITE JOHNNY  
ETUX HILDA  
301 E SHELTON  
KINGSVILLE, TX 78363  
#22097

GARCIA FAUSTINO  
ANA L GARCIA  
P O BOX 1472  
KINGSVILLE, TX 78364  
#12216, 24438

MORALES MISAEL ESCOBEDO  
ETAL  
5001 NUEVO LN  
KILLEEN, TX 76549  
#18328

COX DENNISE M  
307 E MILLER AVE  
KINGSVILLE, TX 78363-6233  
#23854

NUNEZ IBREY JAMES  
JOSEPH FRANCES NUNEZ  
PO BOX 603  
KINGSVILLE, TX 78364-0603  
#12097

DE LA GARZA MONICA  
307 E SHELTON  
KINGSVILLE, TX 78363  
#14485

GARZA IRENE  
ETVIR DESIDERIO  
302 E MILLER AVE  
KINGSVILLE, TX 78363-6234  
#19087

ELKS LODGE  
PO BOX 1464  
KINGSVILLE, TX 78364-1464  
#24858

RIVERA CARMELITA N  
311 E MILLER AVE  
KINGSVILLE, TX 78363-6233  
#16290

# Kleberg CAD

Property Search > 48331 CCTM HOLDINGS LLC for Year 2021 Tax Year: 2021

## Property

### Account

Property ID: 48331 Legal Description: HOFFMAN, BLOCK 7, LOT 17-21  
Geographic ID: 135900717005192 Zoning: R2  
Type: Real Agent Code:  
Property Use Code:  
Property Use Description:

### Location

Address: E MILLER Mapsco:  
TX  
Neighborhood: Map ID: C1  
Neighborhood CD:

### Owner

Name: CCTM HOLDINGS LLC Owner ID: 68434  
Mailing Address: 8321 SERENITY CT % Ownership: 100.000000000000%  
CORPUS CHRISTI, TX 78414-6458

Exemptions:

## Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$13,750	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$13,750	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$13,750	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$13,750	

## Taxing Jurisdiction

Owner: CCTM HOLDINGS LLC  
% Ownership: 100.000000000000%  
Total Value: \$13,750

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$13,750	\$13,750	\$0.00
CKI	CITY OF KINGSVILLE	0.840000	\$13,750	\$13,750	\$115.50
GKL	KLEBERG COUNTY	0.771870	\$13,750	\$13,750	\$106.13

SKI	KINGSVILLE I.S.D.	1.518900	\$13,750	\$13,750	\$208.85
WST	SOUTH TEXAS WATER AUTHORITY	0.082426	\$13,750	\$13,750	\$11.33
Total Tax Rate:		3.213196			
				Taxes w/Current Exemptions:	\$441.81
				Taxes w/o Exemptions:	\$441.81

## Improvement / Building

No improvements exist for this property.

## Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	C1	C1	0.4017	17500.00	125.00	140.00	\$13,750	\$0

## Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$0	\$13,750	0	13,750	\$0	\$13,750

## Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/19/2021	GWD	GENERAL WARRANTY DEED	GARCIA FAUSTINO	CCTM HOLDINGS LLC			325243

## Tax Due

Property Tax Information as of 04/18/2022

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

**Questions Please Call (361) 595-5775**

## Lady Lions on a historic run, regional quarterfinal champions



### The Lady Lions won 1-0 over London

Katie Ramirez scored the lone goal of the game, while the defense shut out London to move the team on to the Regional Semi Finals for the first time in program history. (Submitted photo)



*Now hiring a*

### Circulation Delivery Driver

- Must have clean driving record
- Reliable Transportation
- Must be able to lift 25 lbs.

Please send resume and cover letter to Terry Fitzwater at [editor@kingsvillerecord.com](mailto:editor@kingsvillerecord.com) or call (361) 345-1334.

*The Kingsville Record is an equal opportunity employer.*

### PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, May 4, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: William Dove & Associates LLC applicant; Chuck Cramer owner; requesting the rezoning of HOFFMAN ADDITION, BLOCK 7, LOT 20, 21 also known as 200 block E. Miller, Kingsville, Texas from C4 (Commercial) to R-1 (Single Family). William Dove & Associates LLC applicant; Chuck Cramer owner; requesting the replat of HOFFMAN ADDITION, BLOCK 7, LOT 20, 21 also known as 200 block E. Miller, Kingsville, Texas. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

### PUBLIC HEARING NOTICE

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### TEXAS A&M UNIVERSITY - KINGSVILLE 38th Annual Faculty Lecture

PRESENTS:  
APOPTOSIS REGULATORY  
PROTEINS IN CANCER RESEARCH



**Dr. Maribel González-García**  
Professor in the Chemistry Department

**April 7, 2022**  
5:30 p.m.

Peacock Auditorium  
Texas A&M-Kingsville campus

Refreshments to follow



**ORDINANCE #2022-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO HOFFMAN ADDITION, BLOCK 7, LOT 20-21, ALSO KNOWN AS 200 BLOCK E. MILLER, KINGSVILLE, TEXAS, FROM C4 (COMMERCIAL DISTRICT) TO R1 (SINGLE FAMILY RESIDENTIAL DISTRICT); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of William Dove & Associates LLC, authorized agent for owner/applicant Chuck Cramer, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

**WHEREAS**, with proper notice to the public, public hearings were held on Wednesday, May 4, 2022 during a meeting of the Planning and Zoning Commission, and on Monday, May 9, 2022 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, the item was APPROVED with a 5-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

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

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

**SECTION 1.** That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Hoffman Addition, Block 7, Lot 20-21, also known as 200 Block E. Miller, Kingsville, Texas, from C4-Commercial District to R1-Single Family Residential District, as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

**INTRODUCED** on this the 9th day of May, 2022.

**PASSED AND APPROVED** on this the 23rd day of May, 2022.

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

**THE CITY OF KINGSVILLE**

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

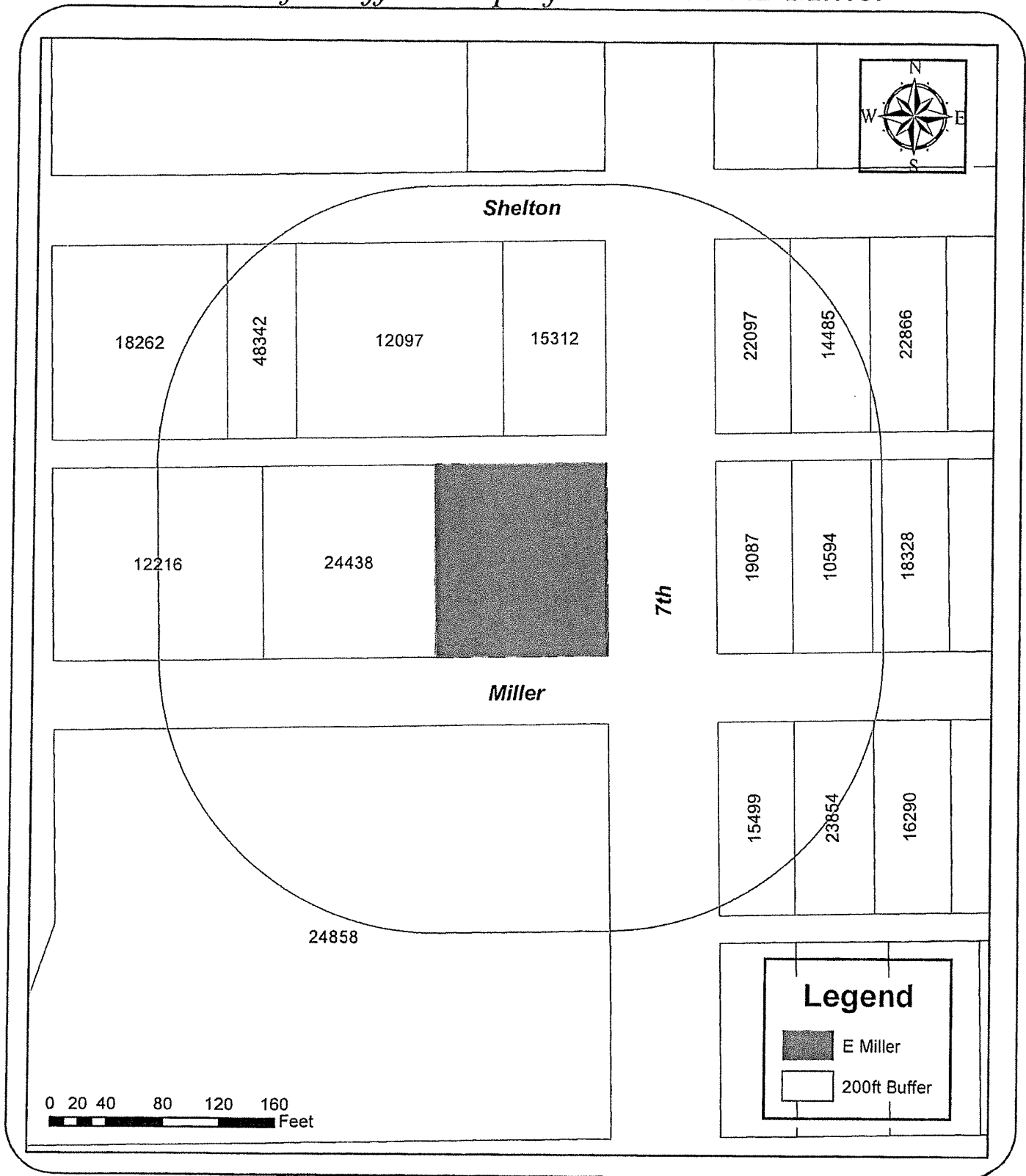
**ATTEST:**

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


**APPROVED:**

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

# 200 ft Buffer Map of 200 block E Miller



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\2021\_Buffer.mxd

Page 1 / 1	Drawn By: Planning Department	<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.	 <b>CITY OF KINGSVILLE</b> <b>PLANNING DEPARTMENT</b> 410 West King Kingsville, Texas 78363 Office: 361-595-8055
	Last Update: 12/16/2021		
	Note:		



## **AGENDA ITEM #8**



---

## MEMO

**Date:** May 4, 2022

**To:** Mark McLaughlin (City Manager)

**From:** Uche Echeozo (Director of Planning and Development Services)

**Subject:** **William Dove & Associates LLC, applicant; and Chuck Cramer owner; requesting the replat of HOFFMAN ADDITION BLOCK 7, LOT 20 - 21; also known as 200 Block E. Miller, Kingsville, Texas.**

The Planning and Zoning Commission meeting held as scheduled this evening, May 4, 2022, with 5 members in attendance.

Members deliberated over the issue of granting approval for a replat to enable the applicant to carry out housing development that complies with the emerging zoning – R1(Single-family residential). Letters were sent out to neighbors and the City received no feedback. Commissioners, after deliberations, voted to approve the recommendation for a replat of the said property into one sizeable lot. A recorded vote of all members present was taken and Commissioners Larry Garcia, Mike Klepac, Idotha Battle, Brian Coufal and the Chairman – Steve Zamora all voted ‘YES’.

The meeting was adjourned by about 6.15 p.m.

Thank you.

A handwritten signature in black ink, appearing to read "Uche Echeozo", is located below the "Thank you." text.

**Uche Echeozo**  
Director of Planning and  
Development Services



---

## MEMO

**Date:** April 27, 2022  
**To:** Planning and Zoning Commission Members  
**From:** Uche Echeozo (Director of Planning and Development Services)  
**Subject:** **William Dove & Associates LLC, applicant; and Chuck Cramer owner; requesting the replat of HOFFMAN ADDITION BLOCK 7, LOT 20 - 21; also known as 200 Block E. Miller, Kingsville, Texas.**

The applicants approached the department because they wanted to re-plat the existing property (**HOFFMAN ADDITION BLOCK 7, LOT 20 – 21**) into one single unit (lot) to enable them carry out housing development that complies with the emerging zoning – R1 (Single-family residential). Staff have reviewed the application and found same to follow subdivision standards in compliance with City Ordinances.

Consequently, this application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since this will facilitate infill development that would provide suitable housing for residents of Kingsville.

Thank you.

A handwritten signature in black ink, appearing to read "Uche Echeozo", with a stylized flourish at the end.

**Uche Echeozo**  
Director of Planning and  
Development Services

CITY OF KINGSVILLE  
PLANNING AND ZONING DIVISION  
MASTER APPLICATION

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

Project Address \_\_\_\_\_ Nearest Intersection EAST M. Hwy & North 7<sup>th</sup>  
(Proposed) Subdivision Name Re PLAT Lots 10+21 Blk 7 Block 7  
Legal Description: LOTS 10+21, BLK 7 HOFFMAN ADDITION TO CITY OF KINGSVILLE  
Existing Zoning Designation C-4 Future Land Use Plan Designation R-1

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

Applicant/Authorized Agent William Davidson Phone (361) 547-9165 FAX \_\_\_\_\_  
Email Address (for project correspondence only): bdavidson@twinbdaughters.com  
Mailing Address 111 Knoll Trail City SANDIA State Tx Zip 78383  
Property Owner Chuck Cramer Phone (361) 463-9496 FAX \_\_\_\_\_  
Email Address (for project correspondence only): cccontractors@gmail.com  
Mailing Address 418 West Lee Ave. City Kingsville State Tx Zip 78363

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

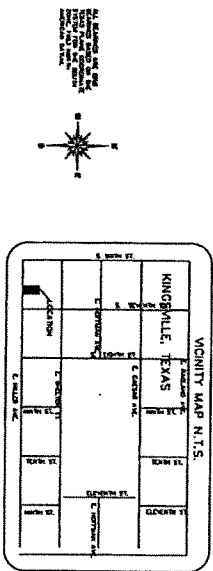
<input type="checkbox"/> Annexation Request	No Fee	<input type="checkbox"/> Preliminary Plat	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA)	\$250.00	<input type="checkbox"/> Final Plat	Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request	\$250.00	<input type="checkbox"/>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

Please provide a basic description of the proposed project:

Re-Plat Subdiv Property From 10 One Lot

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 William Davidson Date: March 22, 2007  
Property Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

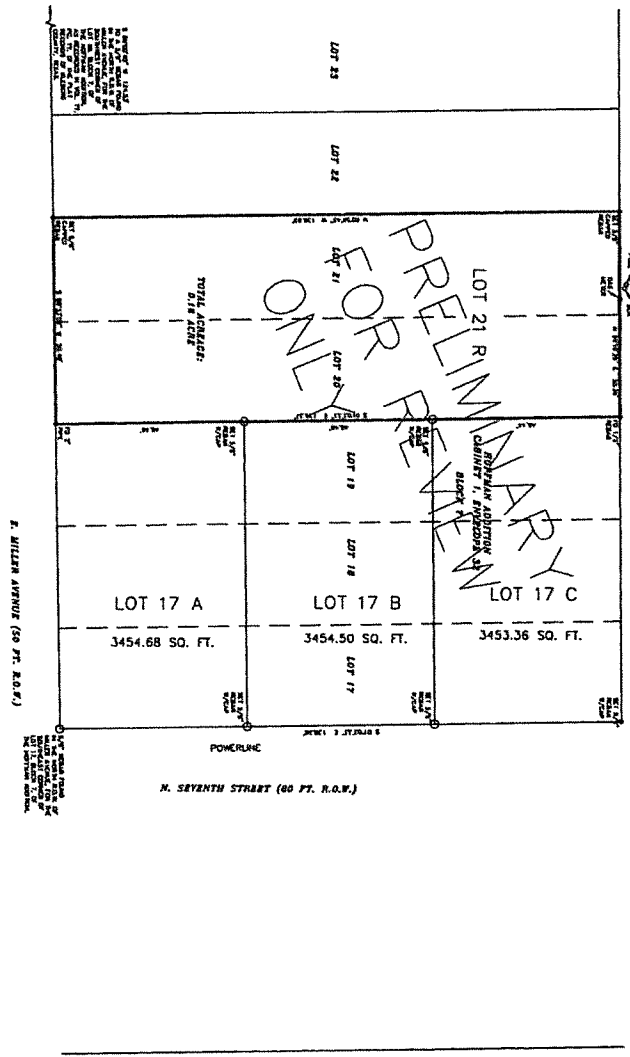


LOT 10	LOT 11	LOT 12	LOT 13
--------	--------	--------	--------

(70 FT. ALLEYS)

**LEGEND**

- ELECTRIC BOX
- ⊙ MANHOLE
- ⊙ LIGHT POLE
- ⊙ FIRE HYDRANT
- ⊙ HANDICAPPED PARKING



RE-PLAT OF LOTS 20 & 21, BLOCK 7 OF HOFFMAN ADDITION AS RECORDED IN CABINET 1, ENVELOPE 32 OF THE MAP RECORDS OF KLEBERG COUNTY, TEXAS

STATE OF TEXAS: COUNTY OF KLEBERG: CERTIFY THAT I AM THE OWNER OF THE LANDS EMBRACED WITHIN THE BOUNDARIES OF THE FOREGOING PLAT, THAT WE HAVE HAD SAID LANDS SURVEYED AND PLATTED, THAT THE STREETS SHOWN ARE DEDICATED TO THE PUBLIC USE FOREVER, THE COVENANTS, EASEMENTS, AND INTERESTS SHOWN ARE DEDICATED TO THE PUBLIC USE FOR THE INSTALLATION, OPERATION, AND USE OF THE PUBLIC UTILITIES, AND THIS MAP WAS MADE FOR THE PURPOSE OF DESCRIPTION AND DEDICATION.

THIS DAY OF 20

STATE OF TEXAS: COUNTY OF KLEBERG: BEFORE ME THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF 20

NOTARY PUBLIC

STATE OF TEXAS: COUNTY OF KLEBERG: I, WILLIAM DOUGLAS DOVE, A REGISTERED PROFESSIONAL LAND SURVEYOR HAVE PREPARED THE FOREGOING PLAT FROM A SURVEY MADE BY ME ON THE GROUND AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND I HAVE SET ALL LOT AND BLOCK CORNERS AS SHOWN HEREIN AND ARE CONSISTENT WITH SOUND AND PROFESSIONAL PRACTICES.

THIS DAY OF 20

WILLIAM DOUGLAS DOVE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 4143  
FIRM NO. 10076300

STATE OF TEXAS: COUNTY OF KLEBERG: THIS THE FINAL PLAT OF OF THE CITY OF KINGSVILLE. APPROVED BY THE DIRECTOR OF PLANNING

THIS DAY OF 20

DIRECTOR OF PLANNING CHAIRMAN OF PLANNING & ZONING

STATE OF TEXAS: COUNTY OF KLEBERG:

THIS THE FINAL PLAT OF OF THE CITY OF KINGSVILLE, TEXAS APPROVED BY THE MAYOR AND CITY COMMISSION

THIS DAY OF 20

MAYOR CITY SECRETARY

STATE OF TEXAS: COUNTY OF KLEBERG:

FOREGOING PLAT OF 20 WITH ITS CERTIFICATE OF AUTHENTICATION AND WAS FILED FOR RECORD IN MY OFFICE THE DAY OF 20 AT O'CLOCK AM IN THE MAP RECORDS OF THE COUNTY OF KLEBERG IN CABINET ENVELOPE

COUNTY CLERK DEPUTY

SCALE: 1" = 20 FT.



WILLIAM DOVE & ASSOCIATES, LLC  
111 KNOLL TRAIL, SANDIA 78383  
PHONE (361) 547-9665 CELL (361) 244-0798  
FIRM NO. 10076300

DATE	DATE	DATE	DATE	DATE
01/17/20	01/17/20	01/17/20	01/17/20	01/17/20

## Lady Lions on a historic run, regional quarterfinal champions



### The Lady Lions won 1-0 over London

Katie Ramirez scored the lone goal of the game, while the defense shut out London to move the team on to the Regional Semi Finals for the first time in program history. (Submitted photo)



*Now hiring a*

### Circulation Delivery Driver

- Must have clean driving record
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- Must be able to lift 25 lbs.

Please send resume and cover letter to Terry Fitzwater at [editor@kingsvillerecord.com](mailto:editor@kingsvillerecord.com) or call (361) 345-1334.

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### TEXAS A&M UNIVERSITY - KINGSVILLE<sup>®</sup> 38th Annual Faculty Lecture

PRESENTS:  
APOPTOSIS REGULATORY  
PROTEINS IN CANCER RESEARCH



**Dr. Maribel González-García**  
Professor in the Chemistry Department

**April 7, 2022**  
5:30 p.m.

Peacock Auditorium  
Texas A&M-Kingsville campus

Refreshments to follow



## **AGENDA ITEM #9**

Action  
Item

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

---

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uche Echeozo, Director

DATE: April 29, 2022

SUBJECT: Request for a Public Hearing and the submission of a **Main Street Grant Application** to the Texas Department of Agriculture as part of the Texas Community Development Block Grant (TXCDBG) Program.

---

**Summary:** The Planning and Development Services Department of the City of Kingsville wishes to submit an application for a **Main Street Grant** that would facilitate the various efforts towards Downtown revitalization. Consequently, a request is made for a Public Hearing geared towards engaging members of the community.

**Background:** The Planning and Development Services Department of the City of Kingsville is currently embarking on projects geared towards downtown revitalization. The works are, ongoing but the funds are fast depleting. In order to adequately fund this exercise, and get it to completion, they wish to submit a further application for a Main Street Grant of \$500,000 which would be used to install ADA compliant sidewalks and lighting activity on Kleberg Avenue between 6<sup>th</sup> and 7<sup>th</sup> Street; demolition and clearance activity as well as road reconstruction including curb and gutter and related drainage. These projects are needed to effectively transform downtown Kingsville and make it a "destination place". There is a need for a 3.5% cash match translating to \$17,500 together with in-kind services from Engineering and Planning. A public hearing is part of the requirements needed to ensure members of the community are adequately briefed on the details of the plan.

**Financial Impact:** \$17,500 Cash Match.

**Recommendation:** Approve the request for a Public Hearing and to submit application.





**PUBLIC HEARING NOTICE**

**CITY OF KINGSVILLE (KLEBERG COUNTY)**


**TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

The City of Kingsville is giving notice of the City's intent to submit Texas Community Development Block Grant Program grant applications for a Main Street grant request of \$500,000 for the installation of ADA compliant sidewalks and lighting activity; road construction/renovation to include curb and gutter and related drainage; demolition and clearance activity. The public hearing will be held on Monday, May 9, 2022, at 5:00 PM. Para mas informacion en espanol, comuniquese con Stephannie Resendez al 361-595-8055.

If you have any questions, do not hesitate to contact me.

Thank you

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Uche Echeozo', with a stylized flourish at the end.

Uche Echeozo  
Director of Planning  
and Development Services

**RESOLUTION # 2022-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE MAIN STREET FUND; AND AUTHORIZING THE MAYOR, CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

**WHEREAS**, the City Commission of the City of Kingsville, Texas, (hereinafter referred to as "City of Kingsville") desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

**WHEREAS**, certain conditions exist which represent a threat to the public health and safety; and

**WHEREAS**, the City participates in the Texas Main Street Program; and

**WHEREAS**, the Texas Community Block Grant Program, through the Texas Capital Fund, provides eligible Texas Main Street communities with matching grants to expand or enhance public infrastructure in historic Main Street districts to aid in eliminating handicapped barriers and deteriorated conditions in the downtown;

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

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

1. That a Texas Community Development Block Grant Program application for the Main Street Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Main Street Fund.
3. That the application be for \$500,000 of grant funds to provide for the replacement of deteriorated sidewalks, construction of sidewalks, curb & gutter; construction of new ADA compliant ramps; addition of street lighting, renovation of roads and intersections, demolition and clearance activities, and for drainage improvements along Kleberg Avenue between 6<sup>th</sup> and 7<sup>th</sup> Street.
4. That the City Commission directs and designates the Mayor, City Manager as the City's Authorized Representatives to act in all matters in connection with this

application and the City's participation in the Texas Community Development Block Grant Program.

5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City of Kingsville is committing \$17,500 in cash and also in in-kind services (Engineering and Administrative) toward the replacement of deteriorated sidewalks, construction of sidewalks, curb & gutter; construction of new ADA compliant ramps; addition of street lighting, renovation of roads and intersections, demolition and clearance activities, and for drainage improvements along Kleberg Avenue between 6<sup>th</sup> and 7<sup>th</sup> Street of this Main Street project.
7. That this Resolution shall be and become effective on or after adoption.
8. That all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

**PASSED AND APPROVED** by a majority vote of the City Commission the 9th day of May, 2022.

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

**ATTEST:**

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

**APPROVED AS TO FORM**

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

# **AGENDA ITEM #10**

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

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Kobby Agyekum, Senior Planner/HPO

DATE: April 27, 2022

SUBJECT: Disbursement of funds for Façade Improvement for Texas Theatre

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**Summary:** To Discuss and consider action on the request for a façade grant to enable the applicant to install a new roof on a building located at ORIG TOWN, Block 51, Lot 14-16 also known as 327 East Kleberg Avenue (Texas Theatre), Kingsville Texas.

**Background:** The Façade Grant Program guidelines provide guidance to property owners, City Policy makers and City Staff concerning the use of Façade Grant Awards that will accomplish a certain public justification, namely the protection and preservation of the City's historical structures in a manner that promotes tourism and encourages economic development. Consequently, the City Staff may propose, Historic Development Board may recommend, and the City Commission may approve the award of grant for certain commercial properties in furtherance to these public purposes.

**The Proposal:** The applicant approached the City Staff with their request for a façade Grant and the City Staff have reviewed the application. The Historical Board on the 20<sup>th</sup> Day of April 2022 recommended the approval to the request for Façade Grant amounting to \$44,414.81 being a grant towards the replacement of the roof of Texas Theatre.

**Financial Impact:** \$44,414.81 (Total Capital Outlay \$150,000.00)

**Recommendation:** Approve \$44,414.81 towards roof replacement.



RESOLUTION #2022-\_\_\_\_\_

**A RESOLUTION APPROVING AN APPLICATION AND AGREEMENT FOR THE HISTORIC DISTRICT FAÇADE GRANT PROGRAM FROM YSIDRO TITO VILLARREAL ON BEHALF OF TRES DE TEXAS, LLC FOR PROPERTY LOCATED AT 327 E. KLEBERG AVENUE, 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 received an Application and an Agreement for a Historic District Façade Improvement Grant from Ysidro Tito Villarreal on behalf of Tres De Texas, LLC for roof repairs/replacement at their building located at 327 East Kleberg Avenue, in the downtown area and in the historic district;

**WHEREAS**, the application has a projected amount for the above stated repairs/replacement of about \$150,365.19;

**WHEREAS**, the Façade Grant Guidelines provide for the applicant to pay for all the repairs and seek up to a 50% reimbursement of dollars for allowed expenses paid in an amount typically not to exceed \$20,000 per property subject to availability of budgeted funds, unless otherwise approved by City Commission;

**WHEREAS**, there is currently \$44,414.81 available in budgeted funds for façade grants in the FY21-22 budget;

**WHEREAS**, half of the estimated project cost equals \$75,182.60 so the maximum amount allowed for reimbursement could be half of actual allowed expenses not to exceed the existing façade grant budget of \$44,414.81;

**WHEREAS**, the façade grant guidelines provide that certain façade grants may be considered for amounts *up to \$50,000 subject to the availability of budgeted funds*. For façade grants of this amount to be considered, the related expenditures would need to serve as a revitalization anchor project that significantly accelerates private investment in the Downtown Historic District or is so significant and meaningful from an historic perspective that it would justify on its own merits this level of public expenditure;

**WHEREAS**, the City finds the Texas Theater is an anchor project and/or is so significant and meaningful from a historic perspective that it would justify on its own merits an expenditure above \$20,000;

**WHEREAS**, accordingly, the City could reimburse *up to* \$44,414.81 of the out-of-pocket allowable expenses for work performed and paid for by the applicant for repair/replacement of the building's roof, but it cannot exceed the existing budgeted façade grant balance of \$44,414.81;

**WHEREAS**, staff reviewed the application and recommends the City Commission approve the façade grant for the roof project at 327 E. Kleberg Avenue in the amount of \$44,414.81;

**WHEREAS**, the City believes 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 Ysidro Tito Villarreal on behalf of Tres De Texas, LLC for their building located at 327 East Kleberg Avenue, Kingsville, Texas in the downtown area and in the historic district for roof repairs/replacement be approved with a maximum of 50% reimbursement of eligible out-of-pocket expenses not to exceed the existing budgeted amount of \$44,414.81; and, the City shall provide as a grant reimbursement up to 50% of allowable cost not to exceed the existing budgeted amount of \$44,414.81 for the allowable out-of-pocket expenses for work performed and paid for by the applicant for repairs/replacement of the building roof so long as all of the terms and conditions of the Historic District Façade Improvement Grant guidelines are met as stated above.

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 9<sup>th</sup> day of May, 2022.

---

Sam R. Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



APPLICATION

Project Title: TEXAS THEATRE ROOF Date Prepared: 3-16-22

Owner: YSIDRO TITO VILLARREAL TRES DE TEXAS LLC Phone #: 361-318-8486

Email Address: titovillarreale@yahoo Individual Corporation Nonprofit Other <sup>LLC</sup> PARTNERSHIP  
(Circle)

Address: 329 E KLEBERG AVE KINGSVILLE TX

Contact (if different): \_\_\_\_\_ Phone #: \_\_\_\_\_

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

Address: \_\_\_\_\_

Project Location / Address: 329 E. Kleberg

Legal Description: Original town, Block 51, Lot 14-16

(Texas Theatre)

Parcel Number: \_\_\_\_\_ Zoning C3

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

Comment SEEKING AID TO REPLACE DETIORATING ROOF (SAFETY CONCERN)

Proposed Use: COMPLETE ROOF REPLACEMENT

Scope of Work: DENO ROOF, REPLACE ROOF

Schedule: 2-3 MONTH PROJECT → DEPENDANT ON MATERIAL AVAILABILITY

Contractor(s) TOUCH OF TEXAS

Violation history: NONE

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 \$150,365.19 ROOFING

Requested grant amount \$70,000

Applicant signature Vincent Williams

Office Use:

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

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

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

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

Comment \_\_\_\_\_

VERIFICATION

Project Title: TEXAS THEATER ROOF Date Prepared: 3-16-22

Prepared by: YSIDRO TITO VILLARREAL Phone #: 361-318-8486

Email Address: titorillarreal@yahoo.com

Scope of Completed Work: DEMO & REPLACE ROOF

Completion Date(s) 10/31/2022

Eligible Expenses: ENGINEERING, ROOFING, CLEANING

Office Use

Inspection(s)

By \_\_\_\_\_ Date \_\_\_\_\_

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 329 E. KLEBERG AVE (actually 327. E. Kleberg Ave.)

Building Owner Name TRES DE TEXAS LLC

Business Owner Address 329 E. KLEBERG AVE

Signature(s) [Signature]

Date 3-30-22

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

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



## TOUCH OF TEXAS

---

Orlando Moya  
Project Manager  
Mobile 512-800-3103 Cell: 361-228-7283  
305 Birchwood Dr. Kingsville, TX 78363

Insured: TEXAS THEATRE  
Property: 3237 E Kleberg  
327. Kingsville 78363

Claim Number:

Policy Number:

Type of Loss:

Date of Loss:

Date Received:

Date Inspected:

Date Entered: 3/10/2022 8:09 PM

Price List: TXCC8X\_MAR22

Restoration/Service/Remodel

Estimate: TEXASTHEATER

*This estimate was written using Xactimate X1 estimating software commonly used in the commercial and residential insurance industry. The price list for Labor and Material is based on the most up to date pricing for the nearest, major city: Corpus Christi TX TXCC8X\_MAR22. 10% Overhead and 10% Profit was applied to this estimate for the oversight of a General Contractor and Project Manager.*

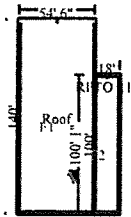


## TOUCH OF TEXAS

Orlando Moya  
Project Manager  
Mobile 512-800-3103 Cell: 361-228-7283  
305 Birchwood Dr. Kingsville, TX 78363

### TEXASTHEATER

#### Main Level



#### Roof

9,434.55 Surface Area  
625.27 Total Perimeter Length

94.35 Number of Squares

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>Remove Built-up roofing - gravel ballast</b>	94.35 SQ	61.20	0.00	0.00	1,154.84	6,929.06
<i>Includes: Dump fees, hauling, disposal, and labor to tear-off built-up gravel ballast roofing.</i>						
<b>Floor prep (scrape rubber back residue)</b>	9,435.55 SF	0.00	0.60	0.00	1,132.26	6,793.59
<i>Includes: Labor cost to prepare a floor by scraping off the rubber back residue.</i>						
<b>Construction adhesive</b>	9,435.55 SF	0.00	0.33	62.27	635.20	3,811.20
<i>Includes: Construction GEN FLEX EPDM Bonding adhesive and labor to install OSB subfloor to original gypsum sub-panel roofing.</i>						
<b>Sheathing - OSB - 5/8"</b>	9,435.55 SF	0.00	3.24	1,852.67	6,484.78	38,908.63
<i>Includes: Sheathing, nails or staples, and installation labor.</i>						
<i>Quality: 5/8" OSB (waferboard).</i>						
<i>Green: LEED considers OSB (waferboard) wood to be green when it meets the California Air Resources Board, Airborne Toxic Measure to Reduce Formaldehyde Emissions from Composite Wood Products Regulation, must be documented to have low formaldehyde emissions that meet the California Air Resources Board ATCM for formaldehyde requirements for ultra-low-emitting formaldehyde (ULEF) resins or no added formaldehyde resins. It may also meet the requirements for being manufactured from recycled materials.</i>						
<i>Average life expectancy 150 years</i>						
<b>Membrane roofing - cant strips - wood</b>	96.00 LF	0.00	3.81	11.25	75.42	452.43
<i>Includes: Cant strips, nails, and installation labor.</i>						
<i>Quality: Treated 4" x 4" lumber ripped diagonally.</i>						
<b>Single ply membrane - Fully adhered system - 60 mil</b>	94.35 SQ	0.00	421.15	1,488.74	8,244.84	49,469.08
<i>Includes: PVC or TPO membrane, hot weld seams, and installation labor. Dump fees, hauling, disposal, and labor to remove a fully adhered PVC or TPO membrane.</i>						
<i>Quality: 60 mil membrane sheet fully adhered at perimeter, seams, and entire field. 6" overlap.</i>						
<i>Green: LEED considers light colored single ply membrane roofing to be green when meeting the requirements for Heat Island Reduction credit.</i>						
<b>R&amp;R Cap flashing - large</b>	625.27 LF	0.58	26.54	880.04	3,567.48	21,404.85
<i>Includes: Aluminum cap flashing, fastening cleats, and installation labor. Labor cost to remove cap flashing and to discard in a job-site waste receptacle.</i>						
<i>Quality: Over 12" wide, .063" aluminum cap flashing with an anodized or kynar/fluoropolymer finish, standard colors, spring cleats, various standard architectural designs and features.</i>						
<b>R&amp;R Flashing - pipe jack - lead</b>	6.00 EA	6.99	82.08	22.92	111.46	668.80



## TOUCH OF TEXAS

Orlando Moya  
Project Manager  
Mobile 512-800-3103 Cell: 361-228-7283  
305 Birchwood Dr. Kingsville, TX 78363

### CONTINUED - Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
<i>Includes: Lead roof jack, roofing cement, and installation labor. Labor cost to remove pipe jack and to discard in a job-site waste receptacle.</i>						
<i>Quality: Fits 3/4" to 4" vent pipe.</i>						
<i>Green: LEED considers lead pipe jacks to be green for being manufactured with a minimum of 25% recycled product.</i>						
R&R Furnace vent - rain cap and storm collar, 8"	6.00 EA	10.64	76.14	18.94	107.90	647.52
<i>Includes: 8" rain cap, storm collar, and installation labor. Labor cost to remove a rain cap and storm collar and to discard in a job-site waste receptacle.</i>						
Remove Additional charge for high roof (2 stories or greater)	94.35 SQ	5.25	0.00	0.00	99.06	594.40
<i>Includes: Additional labor charge for material removal on a high roof (2 stories or greater), due to accessibility, and extra safety precautions.</i>						
Additional charge for high roof (2 stories or greater)	94.35 SQ	0.00	22.13	0.00	417.60	2,505.57
<i>Includes: Additional labor charge for lost productivity while loading material on a high roof (2 stories or greater), due to accessibility, and extra safety precautions.</i>						
Retrofit curb - large	6.00 EA	0.00	2,268.59	988.52	2,920.00	17,520.06
<i>Includes: Retrofit transitional curb and labor to install.</i>						
<i>Note: Generally used when transitioning from an existing AC/heating unit to a new AC/heating unit (different size, model, manufacturer, etc.) during rooftop retrofit applications when the existing ductwork is not being replaced. Pricing may vary due to many factors, including manufacturers, models, and/or sizes of the old or new unit, etc. Estimators should review material and/or labor pricing allowances and adjust as necessary.</i>						
Totals: Roof				5,325.35	24,950.84	149,705.19
Total: Main Level				5,325.35	24,950.84	149,705.19

### Debris Removal

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	550.00	0.00	0.00	110.00	660.00
<i>Includes: Dumpster delivery, rental, transportation to disposal site, and dumping fees.</i>						
<i>Excludes: Demolition.</i>						
<i>Note: Price charged by a waste management company to pickup and dump an average dumpster (approximately 20 yards). Usually holds about 4 tons of debris. As a general rule, the dumpster must be emptied every 5 to 7 days or additional fees may be charged. Based on disposal of general construction debris. Companies may charge a premium or give a discount based on the type of material being disposed.</i>						
Totals: Debris Removal				0.00	110.00	660.00
Line Item Totals: TEXASTHEATER				5,325.35	25,060.84	150,365.19



## TOUCH OF TEXAS

---

Orlando Moya  
Project Manager  
Mobile 512-800-3103 Cell: 361-228-7283  
305 Birchwood Dr. Kingsville, TX 78363

### Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
1,189.57 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
9,434.55 Surface Area	94.35 Number of Squares	625.27 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	





## TOUCH OF TEXAS

---

Orlando Moya  
Project Manager  
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305 Birchwood Dr. Kingsville, TX 78363

### Summary for Dwelling

Line Item Total	119,979.00
Material Sales Tax	5,325.35
Subtotal	125,304.35
Overhead	12,530.42
Profit	12,530.42
Replacement Cost Value	\$150,365.19
Net Claim	\$150,365.19

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## TOUCH OF TEXAS

Orlando Moya  
Project Manager  
Mobile 512-800-3103 Cell: 361-228-7283  
305 Birchwood Dr. Kingsville, TX 78363

### Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (8.25%)	Cleaning Mtl Tax (8.25%)	Cleaning Sales Tax (8.25%)	Manuf. Home Tax (5%)	Storage Rental Tax (8.25%)	Total Tax (8.25%)
Line Items	12,530.42	12,530.42	5,325.35	0.00	0.00	0.00	0.00	0.00
Total	12,530.42	12,530.42	5,325.35	0.00	0.00	0.00	0.00	0.00



## TOUCH OF TEXAS

Orlando Moya  
Project Manager  
Mobile 512-800-3103 Cell: 361-228-7283  
305 Birchwood Dr. Kingsville, TX 78363

### Recap by Room

Estimate: TEXASTHEATER

Area: Main Level

Roof

119,429.00 99.54%

Area Subtotal: Main Level

119,429.00 99.54%

Debris Removal

550.00 0.46%

Subtotal of Areas

119,979.00 100.00%

Total

119,979.00 100.00%



## TOUCH OF TEXAS

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Project Manager  
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### Recap by Category

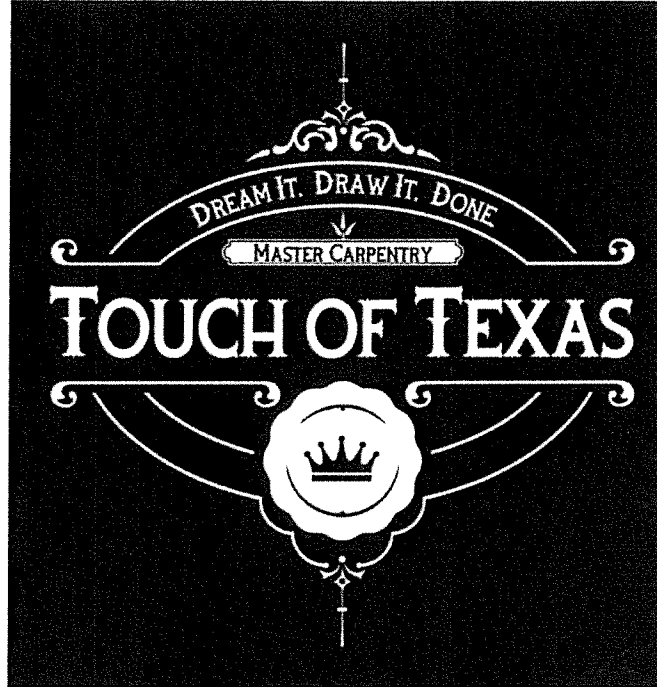
O&P Items	Total	%
GENERAL DEMOLITION	7,288.00	4.85%
FLOOR COVERING - CARPET	5,661.33	3.77%
FRAMING & ROUGH CARPENTRY	33,684.91	22.40%
HEAT, VENT & AIR CONDITIONING	14,068.38	9.36%
ROOFING	59,276.38	39.42%
O&P Items Subtotal	119,979.00	79.79%
Material Sales Tax	5,325.35	3.54%
Overhead	12,530.42	8.33%
Profit	12,530.42	8.33%
Total	150,365.19	100.00%



## TOUCH OF TEXAS

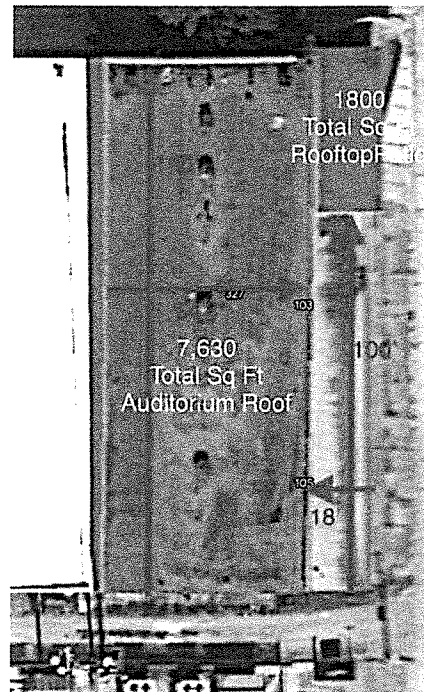
Orlando Moya  
Project Manager  
Mobile 512-800-3103 Cell: 361-228-7283  
305 Birchwood Dr. Kingsville, TX 78363

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2 2-

Date Taken: 3/10/2022



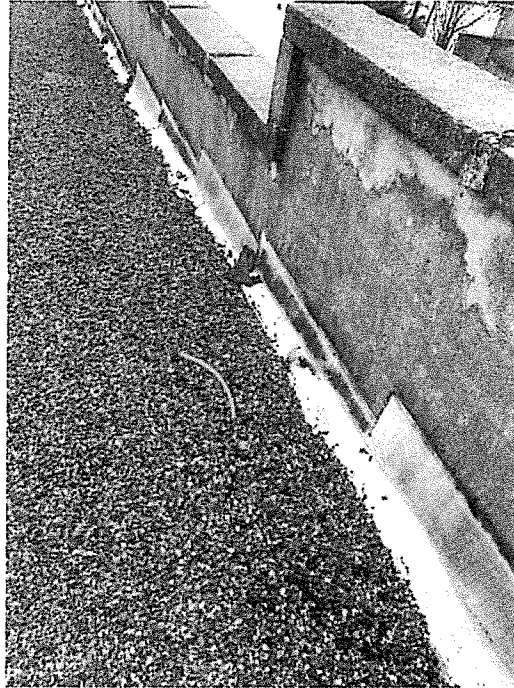


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Orlando Moya  
Project Manager  
Mobile 512-800-3103 Cell: 361-228-7283  
305 Birchwood Dr. Kingsville, TX 78363

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Date Taken: 3/10/2022



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Date Taken: 3/10/2022





## TOUCH OF TEXAS

Orlando Moya  
Project Manager  
Mobile 512-800-3103 Cell: 361-228-7283  
305 Birchwood Dr. Kingsville, TX 78363

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Date Taken: 3/10/2022



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Date Taken: 3/10/2022



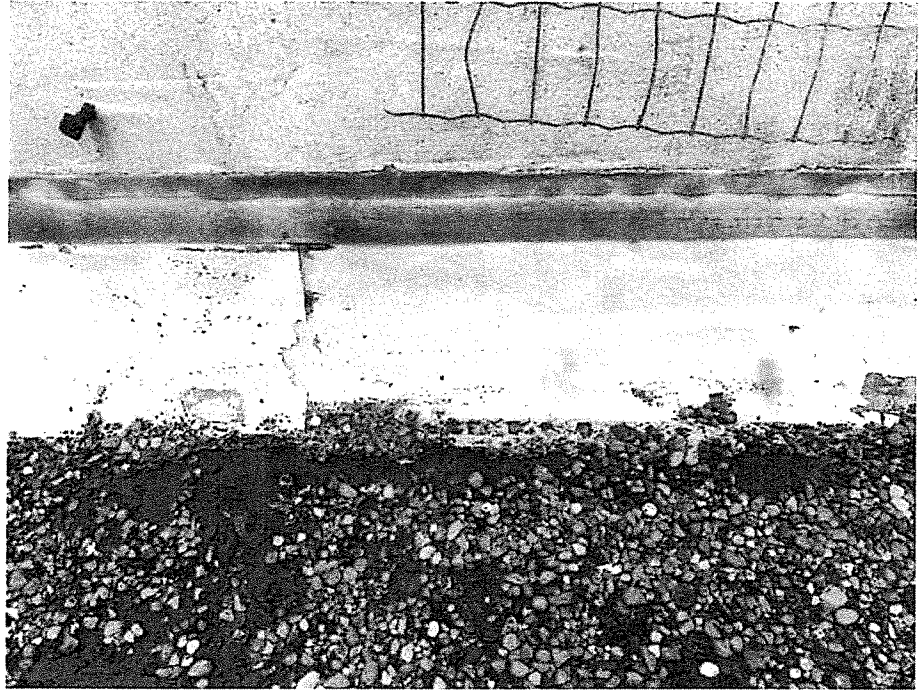


## TOUCH OF TEXAS

Orlando Moya  
Project Manager  
Mobile 512-800-3103 Cell: 361-228-7283  
305 Birchwood Dr. Kingsville, TX 78363

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Date Taken: 3/10/2022



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Date Taken: 3/10/2022







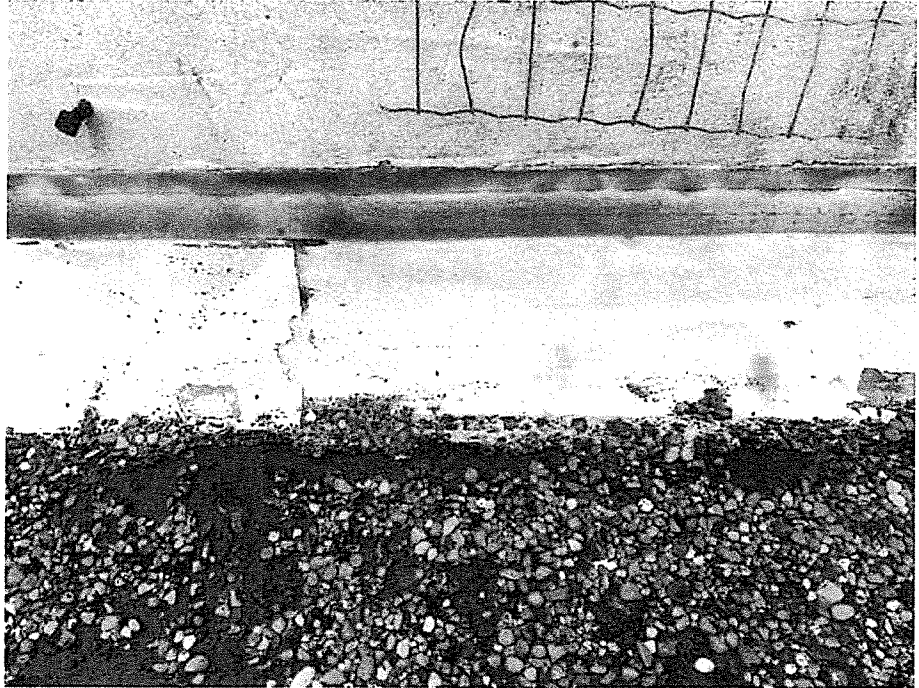
## TOUCH OF TEXAS

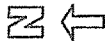
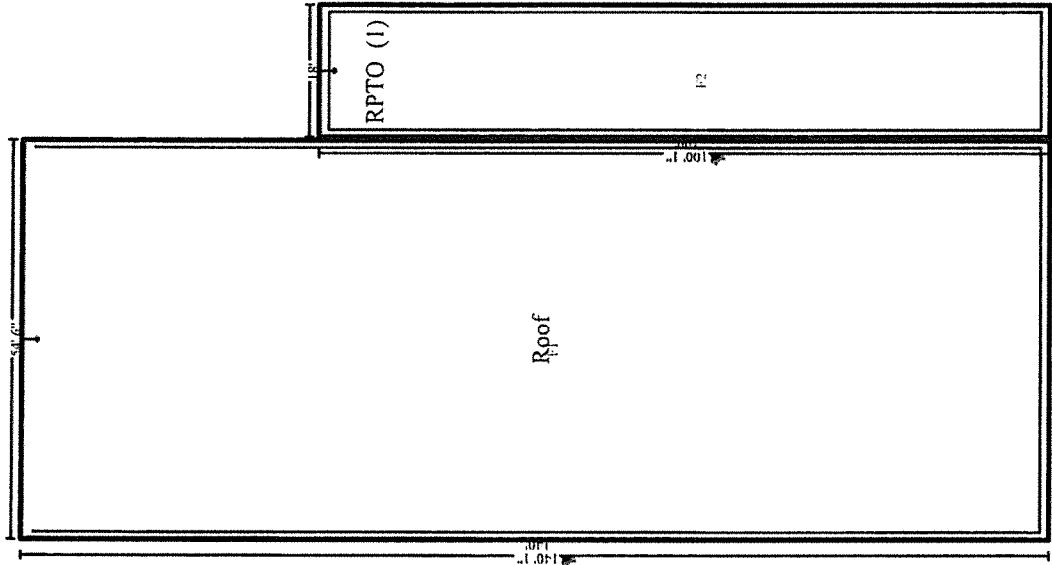
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Orlando Moya  
Project Manager  
Mobile 512-800-3103 Cell: 361-228-7283  
305 Birchwood Dr. Kingsville, TX 78363

9 9-

Date Taken: 3/10/2022





# **AGENDA ITEM #11**

**Kingsville Parks & Recreation**  
400 W. King (mailing)  
501 Santiago Park Lane (physical)  
Kingsville, Texas 78363  
361-221-8705  
Susan Ivy, Director  
361-219-9125



**For Information on events and facilities**  
[www.cityofkingsville.com/department/parks](http://www.cityofkingsville.com/department/parks)  
**Email:**  
[sivy@cityofkingsville.com](mailto:sivy@cityofkingsville.com)  
**or follow us on Facebook**  
**Kingsville Parks and Recreation**

**To: Mark McLaughlin, City Manager**

**From: Susan Ivy, Parks Director**

**Date: April 27, 2022**

**Re: City Commission Agenda Request Approval of new L. E. Ramey Golf Course Logo and possible trademark of same**

.....

**Summary – We are requesting approval of new logos for L. E. Ramey Golf Course.**

**History – There has not been a plan for marketing the golf course and new inventory in the pro shop for patron purchase in some time. One of our goals set in this year's budget was to create a new brand for the course and restock the pro shop. With the assistance of Jonathan Swindle and HiRes Creative we have some ideas to present to you and the Commission. There are a couple of logos attached for you to view. Also attached are some old ones. We were advised that having one Theme with several types of logos for different uses is wise. For instance, we like the golf ball logo with lime green ink for printed materials like correspondence, flyers, web design etc. However, it does not look as good on a tshirt or polo. We have another design that is the same as the inside of the golf ball without border to it that looks better on a shirt. The design on the shirt pictured might be a little big but we will test that before printing. We would also like to look into have the logos trademarked.**

**Financial Impact – While the creation of the logo will not bring more revenue, we believe that stocking the proshop with branded shirts, caps, towels, golf balls will bring added revenue as we have been asked for merchandise to match school colors and for merchandise that can be bought to use as tournament prizes.**

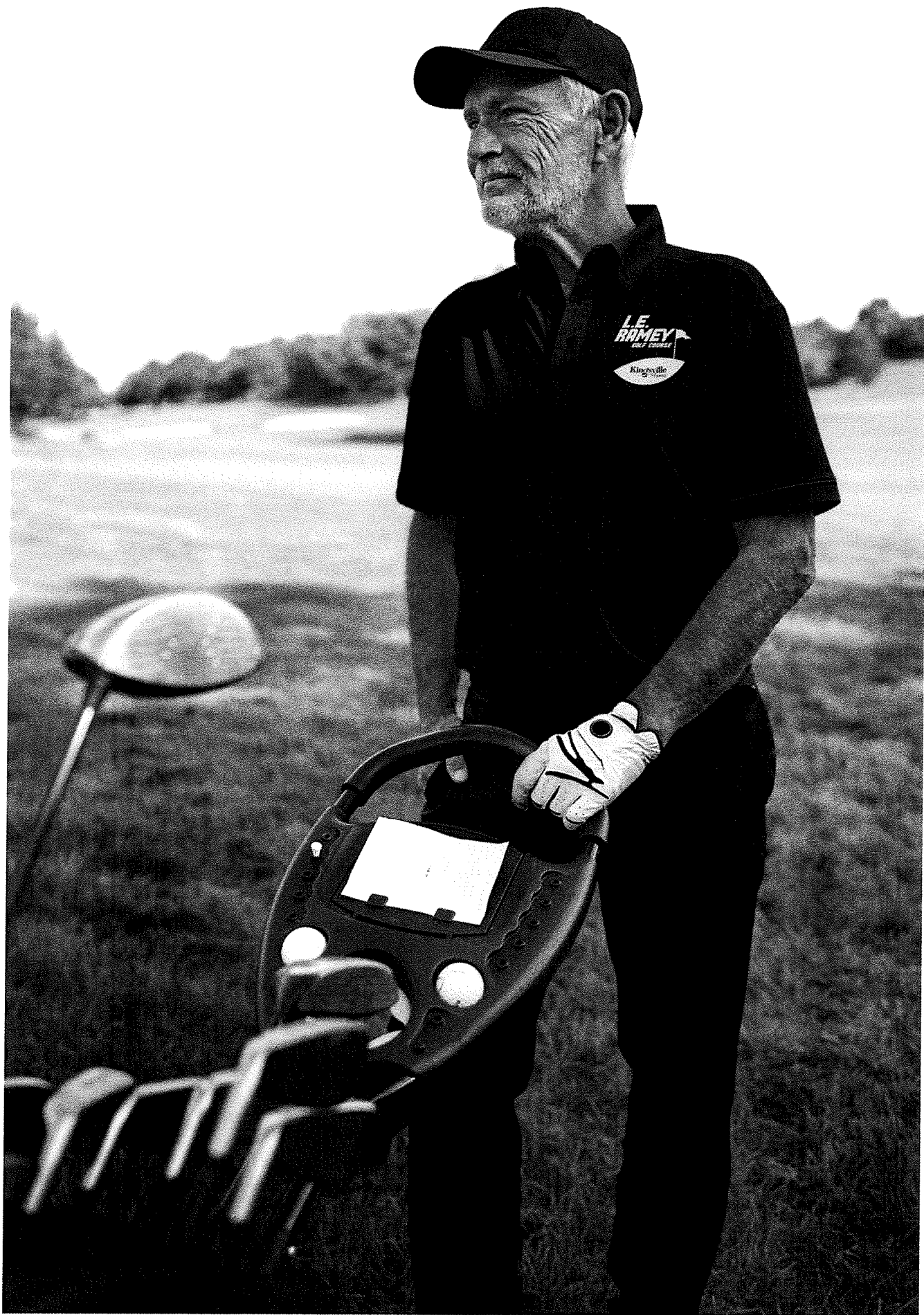
**Recommendation-- We ask that you approve the selection of logos for exclusive use by L. E. Ramey Golf Course approved products and the possible trademark of same.**

This logo would be used for printed materials, web, flyers, etc.



**This logo would be used for golf balls, shirts, etc. in either all black or this green combination when it fits. If other colors are better fits for the product it is being printed or embroidered on we would like permission to have that option. The design would be the same.**



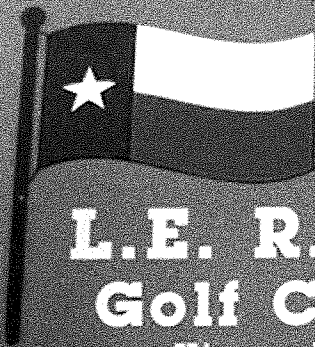




***L.E.  
RAMEY***  
***GOLF COURSE***







# **L.E. RAMEY**

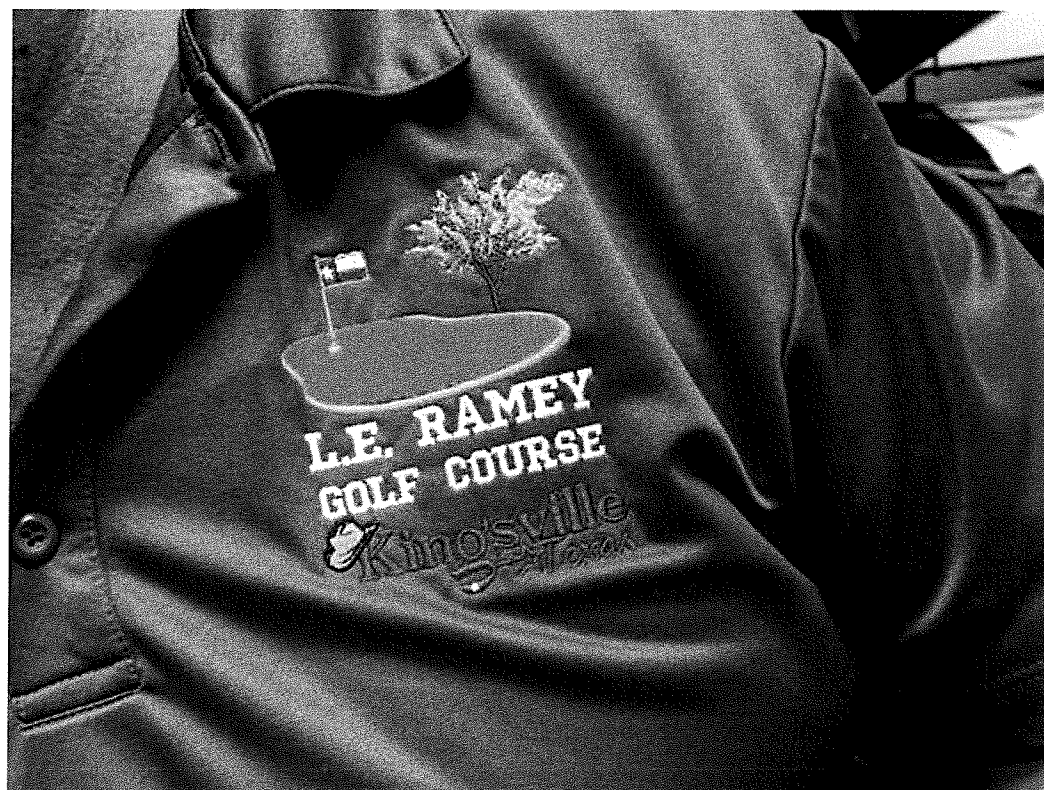
## **Golf Course**

Kingsville, TX



Official Course Guide

Logo created by past manager



# **AGENDA ITEM #12**

**Kingsville Parks & Recreation**  
400 W. King (mailing)  
501 Santiago Park Lane (physical)  
Kingsville, Texas 78363  
361-221-8705  
Susan Ivy, Director  
361-219-9125



**For Information on events and facilities**  
[www.cityofkingsville.com/departments/parks](http://www.cityofkingsville.com/departments/parks)  
**Email:**  
[sivy@cityofkingsville.com](mailto:sivy@cityofkingsville.com)  
**or follow us on Facebook**  
**Kingsville Parks and Recreation**

**To: Mark McLaughlin, City Manager**

**From: Susan Ivy, Parks Director**

**Date: April 27, 2022**

**Re: City Commission Agenda Request – TeeSnap Point of Sale Proposal & implementation of credit card fees at L. E. Ramey Golf Course**

.....

**Summary – We are requesting approval of the proposal from TeeSnap for the L. E. Ramey Golf Course.**

**History – In the 2022 Budget process one of our goals for the year was to implement a new, more efficient, Point of Sale System at the L. E. Ramey Golf Course. With the assistance of Kyle Benson and Ruben Chapa several systems were researched and the final selection of TeeSnap was chosen. The proposal was provided to the City Attorney and Finance Director for their review and some changes were made resulting in the proposal before you.**

**Financial Impact – The proposal allows for a new credit card fee to be charged on purchases at the golf course at 2.95% each. Currently none are in place. If approved, these fees would be added to the customer's bill thereby costing the City nothing. The only other fee is the trade of 4 rounds of golf each day that TeeSnap would sell on their websites they market throughout the web. The value of these rounds on an annual basis fall under \$50,000. In return the golf course gets a new point of sale system which will provide more efficient bookkeeping at the golf course.**

**Recommendation -- We ask that you approve this proposal and authorize the implementation of the credit card fees associated with the agreement.**

**RESOLUTION #2022-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE TEESNAP CUSTOMER AGREEMENT FORM V4.9.2 WITH TEESNAP, LLC; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville is looking for more efficient options to manage its point of sale system at the L.E. Ramey Golf Course;

**WHEREAS**, after review by the Golf Course and IT Managers, TeeSnap, LLC was selected as the company best able to provide the needed service; and

**WHEREAS**, the agreement from TeeSnap would provide a new point of sale system that will provide more efficient bookkeeping at the golf course and the agreement allows for a new credit card fee to be charged on purchases at the golf course at a rate of 2.95% each so the City does not have to pay the transaction fee; and

**WHEREAS**, the parties have worked on a TeeSnap Customer Agreement Form, which would be in effect for a term of two years at which time it would automatically renew for successive two-year terms unless notice of termination was provided in writing at least 30 days prior to the start of the next term; and

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

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a TeeSnap Customer Agreement Form between the City of Kingsville and TeeSnap, LLC in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 9th day of May, 2022.

---

Sam R. Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney



teesnap

## CUSTOMER AGREEMENT FORM V4.9.2

Last edited February, 2022

- 1 -

4/8/2022

Today's Date

4/30/2022

Quote Expires

### COURSE INFORMATION

Ruben Chapa

Course Representative

L.E. Ramey Golf Course

Legal Business Name

L.E. Ramey Golf Course

Name of Course

2522 E. Escondido Rd

Street Address

Kingsville

City

TX

State

78363

Zip Code

### COURSE TYPE (Choose one)

☐

Private

☒

Public

☐

Semi-Private

☐

F&B Only

### NUMBER OF HOLES

☐

9

☐

27

☒

18

☐

Other



# teesnap CUSTOMER AGREEMENT FORM V4.9.2

- 2 -

CORE PACKAGE	LICENSES	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Teesnap Golf + F&B Software Package (includes Teesnap Access Station & Strategic Account Management)	2	5,500	5,500	0.00%		0

Each License covers up to 6 users

COMPONENTS/ADD-ONS	INCLUDED	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Custom Website + Form Submissions (SM Claiming, SM Syndication, Blog, Online Store)	<input checked="" type="checkbox"/>	1,000	1,000	0.00%		0
Email Marketing Tool (Email journeys, Marketing Refresh API)	<input checked="" type="checkbox"/>	1,000	1,000	0.00%		0
Remote Implementation + Training & Ongoing Support	<input checked="" type="checkbox"/>	500	500	0.00%		0
CORE + COMPONENTS/ADD-ONS TOTAL						0

MARKETING SERVICES	INCLUDED	MSRP	DISCOUNT	TAX %	TAX TOTAL	TOTAL
Managed Accounting Services	<input type="checkbox"/>			0.00%		
Managed Marketing Pro	<input type="checkbox"/>			0.00%		
Teesnap Marketing Jump Start	<input type="checkbox"/>			0.00%		
PROFESSIONAL SERVICES TOTAL						

TOTAL MSRP	8,000
TOTAL DISCOUNT	8,000
SUBTOTAL	0
TAXES DUE	0
TOTAL ANNUAL PRICE DUE	0





## teesnap CUSTOMER AGREEMENT FORM V4.9.2

- 3 -

### PAYMENT & PRICING (Please choose one)

☐

#### MONTHLY PAYMENT

You agree to pay Teesnap monthly installments of \$ \_\_\_\_\_ for \_\_\_\_\_ months, starting on \_\_\_\_\_.

These payments will now be made by ACH electronic funds transfer, or by a monthly charge to Customer's credit card to be kept on file with Teesnap. Unpaid monthly installments or portions thereof shall carry forward until the entire balance is paid in full.

**\* All Credit Card payments are subject to an additional 3.25% processing fee that will be added to this payment.**

☐

#### ANNUAL PAYMENT

You agree to pay Teesnap \$ \_\_\_\_\_ as a one-time annual payment.

This payment is valid for 1-year use of Teesnap. The terms of this agreement will expire on \_\_\_\_\_. Future annual payments will be made by ACH electronic funds transfer or by a charge to Customer's credit card to be kept on file with Teesnap.

**\* All Credit Card payments are subject to an additional 3.25% processing fee that will be added to this payment.**

☒

#### TEEPAY

Based on the selected products and services, Course agrees to provide Teesnap \_\_\_\_\_<sup>4</sup> Player(s) per day as payment.

These players will be available for sale on any day that the golf course is open and has availability throughout the term of this agreement.

☐

#### UP FRONT PAYMENT

You agree to pay Teesnap an initial installment of \$ \_\_\_\_\_ due at least two (2) weeks prior to your installation and training.

This payment will be made by ACH electronic funds transfer, check, or a charge to Customer's credit card. Failure to make this payment on time may result in forfeiture of your scheduled installation date.

**\* All Credit Card payments are subject to an additional 3.25% processing fee that will be added to this payment.**

### FORM OF PAYMENT

**TEEPAY:** TeePay is an alternative payment method that allows the Course to provide Teesnap a mutually agreed upon number of players per day in exchange for products and services. A single "Player" is defined as one (1) individual 18-hole round (with cart) made available for sale by Teesnap for its own benefit. Each Player shall be made available for sale beginning on the first day of the month and will be made available on subsequent days throughout the month. Teesnap will never offer more than the daily agreed upon Player(s) unless otherwise agreed upon by the Customer.

The tee times of the individual 18-hole rounds provided as Player(s) shall be mutually agreed upon. Teesnap shall have the ability to sell Player(s) at a price that is at the discretion of Teesnap (except where mutually agreed upon). Player(s) will be available for purchase on the Customer's website. Teesnap will collect payments for TeePay Times and all applicable taxes directly from golfers.

Throughout the term of this agreement, the Course agrees to use the Teesnap booking portal on their website as the sole provider for online tee time reservations. Additionally, any time where there are tee times available to the public, the Course agrees to ensure those times are available online for purchase through the Teesnap booking portal.



## teesnap CUSTOMER AGREEMENT FORM V4.9.2

- 4 -

**ACH Electronic Funds Transfer** – An ACH Electronic Authorization Payment Form must be completed. Funds transfers will occur on the dates and schedule specified in this Agreement. (Preferred Method)

**Credit Card on File** – A Credit Card Authorization form must be completed. Customer shall be charged a processing fee equivalent to that which Teesnap is charged for payments made by credit card. Customer shall be liable for any and all fees (annual fees, late payment fees, etc.) associated with the credit card. Customer's card on file will be billed on the dates and schedule specified in this Agreement. (Monthly or Annual Only)

### PROCESSING FEES

A 2.95 % processing fee will be charged on all Customer credit and debit card transactions. The fee will be deducted from the Customer's total credit and debit card activities each day. Sales tax is applicable on processing fees in the following states: CT, NM, OH, and the District of Columbia.

\* Please note that for installment plans, tax rates for any taxes collected may be subject to change based on applicable government laws and/or regulations.

### SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "Agreement") effective as of 3/22/2022 (the "Effective Date") is made and entered into by and between L.E. Ramey Golf Course, with its principal place of business at 2522 E. Escondido Rd Kingsville TX (hereinafter the "Customer"), and Teesnap, LLC, a Nevada limited liability company, with a registered address located at 10845 Griffith Peak Dr, Las Vegas, NV 89135 ("Teesnap"). Customer and Teesnap may be referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, Customer wishes to purchase and utilize services and the system (the "System") provided by Teesnap.

**WHEREAS**, Teesnap provides technology services to Customers and Restaurants to enable orders for food, beverages, Point-of-Sale, Reservations, and related products and services provided by the "Customer" and facilitates payment to the "Customer" for the purchases with a permitted Payment Method ("Payment Transactions").

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and the agreements set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Teesnap agree as follows:



## SECTION 1. DESCRIPTION OF SERVICES

1. Upon implementation of the System, Teesnap will provide Customer with access to its System and the selected services (the "Services") as described on page 2 of this Agreement.
2. System will be installed on **March 2022** (the "Installation Date").
3. Teesnap hereby grants Customer a limited, non-transferable, and non-exclusive license to remotely access and use the System solely during the Term (as defined herein) of the Agreement. Except for this limited usage right during the Term, nothing in this Agreement grants Customer any rights, title or interest in the System, Services, or any deliverables provided by Teesnap. Teesnap reserves the right to make changes and updates to the functionality and/or documentation of the System from time to time.

## SECTION 2. TEESNAP ACCOUNT

1. Teesnap may conduct an installation and training session of the System. During this time, Teesnap and Customer will work together to customize Customer's account for the System. This includes, but is not limited to the following:
  - a. Customizing Customer's account with Teesnap;
  - b. Customizing Customer's administrative environment for all related personnel and products;
  - c. Customizing Customer's products, including the cost and retail pricing for each product Customer offers; and
  - d. All other steps required for the operation of the System.
2. Customer's account will facilitate Customer's use of the System and will allow Customer to receive current reservations, sales related information, and other information pertaining to Customer's relationship with Teesnap.
3. Teesnap is not and will not be liable for any loss or damage arising from Customer's failure to manage and maintain its account. Each Customer is solely responsible and liable for marketing, selling, pricing, packaging, and provision of any products or services offered through the Services in compliance with all applicable laws, regulations, and rules or industry standards ("Applicable Law"). Teesnap makes no representation or warranty regarding whether a Customer holds any applicable permit, license, registration, or other credential for its business; whether representations by a Customer are true or accurate; or whether a Customer complies with Applicable Law, and Teesnap is not responsible for the quality of the products or services provided by the Customer.

## SECTION 3. SYSTEM PARTICIPATION

1. **Customer Offerings.** To participate in the System, Customer must supply the content and images to describe and illustrate the Customer and its service offerings ("Customer Offerings"), by completing and submitting, or authorizing an agent to complete and submit, the information to Teesnap. Customer Offerings include, but are not limited to, tee time pricing, pricing on retail items, and pricing on food and beverage. Customer is responsible and liable for all Customer Offerings and terms, and for Teesnap's or any purchaser's use or reliance on any of the foregoing.
2. **Promotion of Golf Course.** Teesnap reserves the right to market the Golf Course Offerings to the Golf Course customers. Teesnap will be responsible for creating and designing the email that will promote and market the Golf Course and the Golf Course Offerings by sending marketing emails to Golf Course customers. The Customer acknowledges and agrees that it will, at all times, be in compliance with the CAN-SPAM Act. This includes, but not limited to, promptly honoring any opt-out/unsubscribe requests received from a customer. Teesnap does not warrant or guarantee the use of the System will result in any particular amount of revenue or profit to the Customer.
3. **Responsibility for Customer Offering.** Customer represents that all services provided by the Customer for customers booking through the System will be consistent with prevailing industry standards for similar Customers in the area. Customer will be responsible for all customer service with respect to the Customer Offerings. Teesnap shall have no liability for the nature, completeness, or accuracy of information provided by Customer about the Customer Offerings or the fulfillment of the Customer Offerings.
4. **Processing of Sale.** All sales transactions for the Customer will be processed through the System. Customer agrees that the System will be the exclusive reservation and retail system used by the Customer, and that all golf related commercial activities, including the reservation of calendar for tee times, will be booked through the System during the Term of this Agreement.
5. **License to Customer's Content.** During the Term of this Agreement, Customer hereby grants Teesnap a non-exclusive, worldwide, transferable, irrevocable, and sub-licensable license to use, copy, distribute, display, and perform any of Customer's content concerning the Customer and the Customer Offerings (including any trademarks, trade names, logos or copyrighted material of Customer to be included in any advertising of the Customer or Customer Offerings) in any and all media or formats in connection with Teesnap's fulfillment of its rights and obligations under this Agreement, including the promotion of the Customer and Customer Offerings.



6. **Customer Data.** Customer acknowledges that it will own all data collected by, or on behalf of, Teesnap pursuant to this Agreement, including all information and data of individuals who may or do purchase the Customer Offerings ("Customer Data"). Teesnap shall take commercially reasonable efforts to protect the security of Customer Data and comply with all laws relating to the processing of any Customer Data, including any applicable subscribe/unsubscribe requirements with regard to email communications. If Customer becomes aware of, or suspects, any unauthorized access to or use of Customer Data by Teesnap, Customer shall immediately notify Teesnap and shall cooperate with Teesnap in the investigation of such breach and the mitigation of any damages.
7. **Press Release.** Teesnap may, in its sole discretion, include Customer and the Customer in any press release regarding the Customer Offerings described herein or otherwise identify Customer as one of its Customer clients. Any press release Customer may want to issue which includes Teesnap must be pre-approved in writing by Teesnap prior to release.
8. **PCI Compliance.** Teesnap is and will remain PCI compliant for the life of the product. The annual PCI compliance certification (SAQ) is the sole responsibility of Teesnap. Documentation required for validation of this process or confirmation of completion is available upon request.
9. **Hardware and Data Usage.** Customer agrees to utilize the hardware exclusively for the purposes set forth in this Agreement. This includes limiting use to authorized apps, websites, and approved add-ons.

## SECTION 4. PAYMENT TERMS

1. **System Pricing.** In return for the Services and System provided by Teesnap to Customer hereunder, Customer shall deliver the number of Player(s) as set forth on page 2 of this Agreement. In the event that Teesnap is unable to generate enough revenue to cover costs via the Teepay option, Teesnap reserves the right to post double the agreed upon daily allotment but will never sell more than the original total monthly allotment. Additionally, Teesnap will work with the golf course on mutually agreeable alternative payment options.
2. **Additional Fees.** If an ACH Electronic Funds Transfer debit request is not successful; Customer will be subject to a \$15 transaction fee for each occurrence. Additionally, any aged balance beyond 30 days will be subject to a monthly late fee equal to 15% of the balance owed.
3. **Currency.** All payments hereunder shall be in US Dollars (USD) and made by check, credit card, debit card, or ACH electronic transfer. Credit and debit card payments are subject to a processing fee as indicated in this Agreement.
4. **Customer Products Pricing.** All prices for the Customer Offerings shall be established by the Customer. Any price changes to the Customer Offerings shall become effective once loaded into the System.
5. **Customer Sales and Payment Processing.** Teesnap will be responsible for processing all credit and debit card payments from Customer's customers. Customer's name will be displayed on the customer's statement as the sales agent. The System will also track all cash transactions. The Customer shall be responsible for handling and processing of all cash payments.
6. **Payments to Customer.** The third-party payment card processor will process all credit and debit card activities for the Customer. The third-party payment card processor will remit proceeds via Automated Clearing House (the "ACH") to Customer account within two business days.
7. **Taxes.**

**Taxes Related to Customer Offerings:**

Customer shall be solely responsible for any taxes, levies, duties and/or similar governmental assessments (collectively, "Taxes") of any nature assessable by any jurisdiction whatsoever in connection with the purchase and/or use of Customer Offerings. Customer agrees to hold Teesnap harmless of any liability with respect to any such Taxes.

**Taxes Related to Teesnap Services:**

If the collection and remittance of Taxes to governmental bodies is applicable on Teesnap Services, Customer agrees to pay Teesnap the amounts to be collected and remitted. Information on assessed and remitted taxes concerning Customer's Teesnap Services will be provided to Customer by Teesnap. Please note that any Taxes collected may be subject to change based on applicable government laws and/or regulations.
8. **Hardware.** During the Term of this Agreement, or any renewal thereof, Teesnap agrees to replace, at no additional cost to Customer, any hardware provided under this Agreement that is deemed defective or inoperable, in Teesnap's sole opinion. Customer will be responsible for cost of the replacement of any hardware that is damaged by Customer or any of its employees, agents or subcontractors.



**4.9 Reports.** Teesnap will provide comprehensive reports summarizing Customer's activities for:

- a. Each Period;
- b. All tax related reporting including state, county, and local taxes; and
- c. Any other activity designated by Customer.

## **SECTION 5. TERM AND TERMINATION**

- 1. Term.** This Agreement is effective as of the Effective Date set forth above and will remain in effect for **two (2) year** (the "Initial Term"). After the Initial Term and until terminated with 30 days' advance notice by either Party, as provided herein, this Agreement shall be automatically extended for successive **two (2) year** periods, unless renegotiated prior to end of the Term.
- 2. Termination for Convenience.** Either Party may terminate this agreement at any time, with or without further obligation, except for any outstanding and undisputed payments due to a Party, by providing the other Party with ninety (90) days advance written notice.
- 3. Termination by Breach of Agreement.** In the event either Party breaches any of the material terms or conditions of this Agreement, and such breach is not cured within thirty (30) days after receipt of written notice specifying the nature of the breach, the non-breaching Party may terminate this Agreement without any further delay or obligation hereunder.
- 4. Effects of Termination.** If either Party terminates this Agreement per the provisions of section 5.2 or 5.3, Customer shall i) forfeit any and all pre-paid expenses and fees; Teesnap shall have the right to debit via ACH, or charge a CCoF, for any and all outstanding payments due to Teesnap; to include Early Termination Fees outlined in section 5.5.
- 5. Early Termination Fee.** If Customer terminates this Agreement per the provisions of section 5.2, Customer shall pay Teesnap within fifteen (15) days from the date of termination, an early termination fee of fifty percent (50%) of the remaining balance set forth in this Agreement. If Customer is paying via Teepay, Customer shall pay Teesnap, within fifteen (15) days from the date of termination, an early termination fee of one-thousand dollars (\$1,000) per month for each month remaining on the current term. If Customer terminates this Agreement for any reason prior to the Installation Date or within ninety (90) days from the Installation Date, Customer shall pay Teesnap an additional flat fee of one thousand five hundred dollars (\$1,500) as reimbursement to Teesnap for travel expenses.
- 6. Equipment Return.** Upon termination of this Agreement for any reason Customer will, within fifteen (15) days from the date of termination, return all equipment leased to Customer by Teesnap. If leased equipment is not returned, or is damaged upon receipt, Teesnap shall have the right to debit via ACH, or charge a CCoF, the full replacement value for the leased equipment.

## **SECTION 6. MANAGED MARKETING SERVICES**

- 1. Services.** Customer appoints Teesnap as its exclusive agent to market, provide guidance, and intelligence, and to consult Customer on marketing initiative(s). In this capacity, Teesnap shall have all powers as may be necessary r expedient to carry out the purposes of and the transactions contemplated in this Agreement and will provide such insight as needed, as well as access to Teesnap's Managed Marketing Team.
- 2. Teesnap will manage the following Services to Customer:**
  - a. Website Management
  - b. Online Store Management
  - c. Email Marketing Management
  - d. Social Media Management
  - e. Paid Ads on Social Media
  - f. Messenger Marketing

### **Planning Calendar**

Customer and Teesnap agree that the planning and communication stage of this Agreement is essential to its success. Both Parties will, to the best of their abilities, meet via electronic meetings or in person to develop the yearly plan. In executing this plan, both Parties also agree that they must work together to make it successful in design and execution.

### **Website Management**

Customer and Teesnap agree that when new pages and new designs are required, both Parties will agree to the branding look and feel of such pages and that new page creation will not exceed four new pages in any given week.

### **Email Management**



Customer and Teesnap agree that Teesnap will provide drafts of emails to Customer and Customer will sign off on drafts before sends. Customer and Teesnap agree that previously signed off on email templates may be sent without approval. Customer agrees that no more than 10 email campaigns will be sent in any given week.

## **Paid Social Media**

Customer and Teesnap agree that Teesnap will have admin privileges to Facebook, Google, and LinkedIn. Customer and Teesnap will agree on budget spend for any given strategy and that Customer's credit card on file will be in good standing for such spending. This spending will be in addition to Teesnap Managed Marketing service cost.

## **Messenger Marketing**

Teesnap will integrate Customer's Teesnap website and Facebook Messenger marketing via the growth tools. Teesnap will engage Customer's audience in accordance with the Facebook Messenger terms and services. Flows and sequences will also be managed in accordance with Facebook's terms of use. In any given week during the year, a limit of one new flow and one new set of sequences will be programmed by Teesnap.

## **SECTION 7. DISCLAIMER OF WARRANTIES, WAIVER, AND LIMITATION OF LIABILITY**

- 1. Disclaimer of Warranties.** You expressly understand and agree that your use of the services and all information, products, and other content (including that of third-parties) included in or accessible from the service is at your sole risk. The service is provided on an "as is" and "as available" basis.

Neither Teesnap nor its third-party providers will be liable or responsible for any products or services provided by customer that are a cause of injury or that are unacceptable or do not meet your requirements or expectations.

Except for the express warranties set forth herein, Teesnap and its third-party providers hereby expressly disclaim all express or implied warranties with regard to the services and all information, products, and other content (including that of third-parties) included in or accessible from the services, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and quality. Teesnap relies upon customers to provide accurate allergen and dietary information and general product safety. Teesnap does not represent or warrant that the information accessible through the services is accurate, complete, reliable, current, or error-free, including, without limitation, menus, nutritional and allergen information, photos, food quality or descriptions, pricing, hours of operation, or reviews. All content is provided for informational purposes only. The reliance on any information provided through the service is solely at your own risk, including, without limitation, nutritional and allergen information.

Teesnap and its third-party providers make no representations or warranties regarding (i) whether the services will meet your requirements; (ii) the reliability, availability, timeliness, suitability, accuracy or completeness of the services; (iii) the results you may obtain by using the services; (iv) whether the operation or use of the services will be uninterrupted or error-free; or (v) whether the quality of the service, or products or service, information or other material purchased or obtained through the services will meet your expectations.

Any material downloaded or otherwise obtained through the use of the services is done at your own discretion and risk and you are solely responsible for any damage to your computer system or device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Teesnap or a third-party through or from the services will create any warranty not expressly stated in these terms.

You acknowledge that neither Teesnap nor its third-party providers controls the transfer of data over communications facilities, including the internet, and that neither Teesnap nor its third-party providers are responsible for any limitations, delays, or other problems inherent in the use of such communications facilities without limiting the foregoing, neither Teesnap nor its third-party providers warrants or guarantees that any or all security breaches or attacks will be discovered, reported, or remedied, or that there will not be any security breaches by third-parties.

- 2. Limitation of Teesnap's Liability.** In no event will Teesnap be liable under any contract, negligence, strict liability, or other theory, for any direct, indirect, special, punitive, incidental, exemplary or consequential damages, including but not limited to damages or lost profits, goodwill, use, data or other intangible losses, even if Teesnap has been advised of the possibility of such damages and even if a remedy set forth herein has failed its essential purpose. To the maximum extent permitted by law, Teesnap's aggregate liability to you or any third-parties in any circumstance is limited to one hundred dollars (\$100 USD).
- 3. State Exceptions.** Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, Teesnap's limitation of liability will be limited to the maximum extent permitted by law.
- 4. Reliance on Limitations.** Each party acknowledges that the other party has entered into these Terms of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.
- 5. Force Majeure.** Teesnap will not be liable for any failure or delay resulting from any condition beyond its reasonable control, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.



## SECTION 8. DATA SECURITY

- 1. Data Security Practices.** Customer agrees to use security technologies and techniques in accordance with industry best practices, including those relating to the prevention and detection of unauthorized use and access of systems and networks. A "Security Breach" is any act or omission that results in: (i) the unauthorized access or use of confidential information; or (ii) a breach of the physical, technical, administrative or organizational safeguards put in place by the either Party, that relate to the protection of the security, confidentiality, or integrity of confidential information. In the event of a Security Breach, Customer shall provide Teesnap with the name and contact information for a Customer employee or position which shall serve as Teesnap's primary contact and shall be available to assist Teesnap twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach. To the extent permitted by law and law enforcement authorities, Customer shall notify Teesnap of a Security Breach as soon as practicable by phone and in writing, but no later than twenty-four (24) hours after Customer becomes aware of it. Immediately following Customer's notification to Teesnap of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach.
- 2. Data Protection Regulations.** Customer shall, at all times, maintain policies, practices and procedures sufficient to comply with data protection regulations such as the EU General Data Protection Regulation, or the California Consumer Privacy Act (to take effect on January 1, 2020). In the event Customer is found to be in violation of such data protection regulations or similar laws, Customer shall indemnify and hold harmless Teesnap from any claims, demands, or liability arising from Customer's breach or violation of the same.
- 3. Modification of Terms.** Teesnap reserves the right to modify any portion of these Terms of Service at any time in its sole discretion by notifying you of any changes by electronic mail, posting of the updated Terms of Service on its Website, or delivering an alert through the Application. The changes will become effective, and shall be deemed accepted by you, upon the effective date stated or initial posting/delivery date (if none is stated) and shall be effective on a going-forward basis. If you do not agree to these Terms of Service or any updated version of the Terms of Service, your sole and exclusive remedy is to terminate your use of the Services.
- 4. Miscellaneous.** Any action, claim, or dispute related to these Terms of Service will be governed by the laws of Nevada, excluding its conflicts of law provisions, and controlling U.S. federal law. The Uniform Computer Information Transactions Act will not apply to these Terms of Service. If any provision of these Terms of Service Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of these Terms of Service, which will remain in full force and effect. Failure of Teesnap to act on or enforce any provision of these Terms of Service will not be construed as a waiver of that provision or any other provision herein. No waiver will be effective against Teesnap unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Teesnap and Customer, these Terms of Service constitute the entire agreement between you and Teesnap with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between you and Teesnap with respect to the subject matter. The section headings are provided merely for convenience and will not be given any legal import. These Terms of Service will inure to the benefit of our successors and assigns. You may not assign these Terms of Service without our prior written consent. Any information submitted or provided by you to the Services might be publicly accessible. Important and private information should be protected by you.

**IN WITNESS WHEREOF**, the Parties have agreed to the terms of this Agreement as of the Effective Date.

Customer

Date

Signature

Printed Name

Title

Teesnap, LLC

Date

Signature

Printed Name

Title

# **AGENDA ITEM #13**



**Kingsville Parks & Recreation**  
400 W. King (mailing)  
501 Santiago Park Lane (physical)  
Kingsville, Texas 78363  
361-221-8705  
Susan Ivy, Director  
361-219-9125



**For Information on events and facilities**  
[www.cityofkingsville.com/departments/parks](http://www.cityofkingsville.com/departments/parks)  
**Email:**  
[sivy@cityofkingsville.com](mailto:sivy@cityofkingsville.com)  
**or follow us on Facebook**  
**Kingsville Parks and Recreation**

**To: Mark McLaughlin, City Manager**

**From: Susan Ivy, Parks Director**

**Date: April 28, 2022**

**Re: City Commission Agenda Request Request for AARPA Funds to be approved to complete necessary Golf Course improvements**

**Summary – We are requesting that Commission approve the use of \$53,688 in AARPA funds to complete necessary Golf Course Improvements.**

**History – Golf Course has recently completed renovation of #4 and #14 greens. We would like to continue with another green and Ruben has selected #1. That cost is \$16,000. We have found that the grass used on the greens grows well in the high salinity level bare areas of the fairways and Ruben wants to seed all of those areas at a cost of \$20,625 for 4 acres of fairway. We will also be seeding areas of Tee Boxes at a cost of \$17,063 for 3.5 acres of Tee Boxes. This is a total cost of \$53,688.**

**Financial Impact – a total of \$53,688 in ARPA Fund 121 will be committed to the completion of these projects.**

**We ask that Commission approve the use of \$53,688 in AARPA Funds for the purpose of golf course improvements as detailed above.**

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO EXPEND ARP FUNDING FOR A GOLF COURSE GREENS PROJECT.**

**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 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT #29

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 121 – GF ARP Funding</b>					
<u>Expenditures</u>					
4502	Golf Course	Golf Course Projects	71215	\$53,688	

[To amend the City of Kingsville FY 21-22 Budget to expend ARP funding for a Golf Course Greens project. This expenditure will come from the unappropriated ARP fund balance.]

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 9th day of May 2022.

**PASSED AND APPROVED** on this the 23rd day of May 2022.

**EFFECTIVE DATE:** \_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

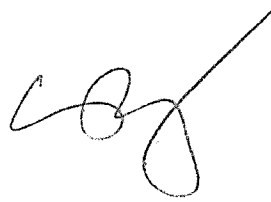
\_\_\_\_\_  
Courtney Alvarez, City Attorney

# **AGENDA ITEM #14**

May 4, 2022

To: Mark McLaughlin, City Manager

From: Susan Ivy, Director of Parks & Recreation



Re: Request for Agenda Item – Scoreboard Sponsorships Budget Amendment

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**Summary –** We are asking that the budget amendment to record the two scoreboard sponsorship for the expense side of the donation be approved and recorded.

**History –** City Commission recently approved the receipt of scoreboard sponsorships for two scoreboards in Dick Kleberg Park. The associated Budget Amendment was prepared for the revenue side of the donation but not for the expenditure side for the Parks Budget.

**Financial impact :** These sponsorships will increase the Park Budget by \$20,000 to assist with field renovations by \$20,000.00.

We ask that Commission approves the attached budget amendment.

February 17, 2022

*Approved*

To: Mark McLaughlin, City Manager

From: Susan Ivy, Director of Parks & Recreation

Re: Request for Agenda Item – Scoreboard Sponsorships

Summary – We have received commitments from First Community Bank and Texas Community Federal Credit Union to Sponsor Scoreboards on two Baseball fields in Dick Kleberg Park in the amount of \$10,000.00 each.

History – Park Department solicited scoreboard sponsorships for scoreboards on two baseball fields and one softball field in Dick Kleberg Park. The funds are to be used to assist with the renovations of the fields. The two baseball fields have been committed by First Community Bank and Texas Community Federal Credit Union. The sponsors have the choice of paying in full or paying out \$2,000 per year for 5 years which is the term of the sponsorship. The agreements are attached. We are still soliciting for the one at the softball complex.

Financial impact : These sponsorships will increase revenue to assist with field renovations by \$20,000.00.

We ask that Commission approves the receipt of the sponsorships and the associated budget amendment.

April 19, 2021

Approved

To: Mark McLaughlin, City Manager

From: Susan Ivy, Director of Parks & Recreation

Re: Request for Agenda Item – Request to accept and record donations from Scoreboard Sponsors

Summary – We are requesting Commission to accept and record donations from Scoreboard Sponsors Stef and Bec's Boutique, Ultra Screen Printing and First Community Bank in the amount of \$10,000.00 each for a total of \$30,000.00.

History – As part of the Texas Parks & Wildlife Grant Ballfield renovation projects we have purchased 3 new scoreboards. Two for the new baseball fields and one for the girls tball field. To provide needed additional funding for the renovation projects, we have solicited scoreboard sponsors which will have signage attached to each scoreboard.

Financial impact – These funds will increase Park grant projects line item and will be expensed through line item for equipment purchase.

We ask that you accept and record these donations through the associated agenda item for the budget amendment.

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO EXPEND SCOREBOARD SPONSORSHIP DONATIONS ON ASSOCIATED COSTS.**

**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 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT #28

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001 – General Fund</b>					
<u>Expenditures</u>					
4513	Parks	Scoreboard-Parks	59121	\$20,000.00	

[To amend the City of Kingsville FY 21-22 Budget to expend scoreboard sponsorship donations on associated costs. The revenue side of this funding was submitted and approved with Budget Amendment #16 on March 14, 2022.]

II.

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

III.

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

IV.



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

**INTRODUCED** on this the 9th day of May 2022.

**PASSED AND APPROVED** on this the 23rd day of May 2022.

**EFFECTIVE DATE:**\_\_\_\_\_

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #15**

**City of Kingsville  
Finance Department**

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TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Charlie Sosa, Purchasing Manager  
DATE: May 5, 2022  
SUBJECT: Repairs to John Deere Slope Mower Street Department

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**Summary:**

This item authorizes the purchase of new 30' Maverick 2 Boom, 60" Rotary Blade and Mounting Kit for John Deere Tractor with Alamo Group Tx., through BuyBoard Purchasing Cooperative Contract #611-20 for the City of Kingsville Street Department.

**Background:**

The existing 30' Maverick 2 Boom, 60" Rotary Blade on John Deere Slope Mower is approximately 10+ years old and has been sent in to repairs frequently and repairs can no longer be done without compromising the integrity of the equipment. The Street Department Slope Mower is major component to the Street Departments daily operation for mowing ditches and creeks. Frequent repair has caused the Street Department to use traditional mowers and manual personnel, thus increasing maintenance and operation expenses. The purchase of new 30' Maverick 2 Boom, 60" Rotary Blade will increase productivity and decrease operation expenses.

**Financial Impact:**

Funds are available through 127-5-6101-71200 on a tax incentive note, of which \$92,780.90 are available this fiscal year.

**Recommendation:**

It is recommended the City Purchase the 30' Maverick 2 Boom, 60" Rotary Blade and Mounting Kit for John Deere Tractor with Alamo Group Tx., through BuyBoard Purchasing Cooperative Contract #611-20. Buy Board is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.





Quote #:	Q-02240	Contract:	Buyboard AI 611-20
Prepared By:	Blake Johnson	Freight Terms:	CP1 - PREPAY & ALLOW
E-Mail:	rbjohnson@alamo-group.com	Credit Terms:	Net 30
Quoted On:	4/21/2022	Expires On:	5/26/2022
Sales Order #:		Dealer PO #:	
		End User PO #:	

Bill To:	City of Kingsville	Invoice:	Delayed
Ship To:	H & V EQUIPMENT SERVICES (MANTIS)	Loading Dock:	Yes
		ETA:	

**Tractor Information:**

Make:	John Deere	Station:	Cab	Front Tire:	
Model:	7030	Axle:	4WD	Rear Tire:	

**Maverick**

QTY	PART #	DESCRIPTION	UNIT PRICE	DISC (%)	ADD. DISC (%)	EXTENDED
1	04813040	30' Maverick™ 2 Boom for John Deere 7130/7230/7330 tractors	\$78,234.00		15	\$66,498.90
1	32121495	60" Severe Duty Rotary, Blade Bar, Swivel	\$21,892.00		15	\$18,608.20
1	32121913	Swivel Kit (Required with Swivel Heads)	\$0.00		15	\$0.00
1	02982002	Factory Mounting	\$9,028.00		15	\$7,673.80
1	5MK	30' Mount Kit, Cab 4wd John Deer 7130/7030/7330	\$0.00		15	\$0.00
1	00888179	Freight Prepaid and Allow	\$0.00		0	\$0.00
Maverick TOTAL:						\$92,780.90

**Notes:**

**Commission:10%**

**TOTAL: \$92,780.90**

**Signature:**

**Date:**

**Title:**

**PO:**

**\*\*Unless otherwise stated, this quote will expire 35 days after the issue date.\*\***

- 1) The acceptance of this form is not firm until credit is approved and purchase order is accepted by Alamo Industrial in Seguin, TX
- 2) No purchase order will be accepted for a machine with less than full standard or optional safety equipment.
- 3) Approximate shipping and/or delivery dates can be confirmed only by Alamo Industrial in Seguin Texas and delivery is sometimes subject to change due to conditions beyond the control of Alamo Industrial
- 4) This sales order and quote form is subject to the Terms and Condition contained on page 3 of the form. If you did not receive page 2 containing the Terms and Conditions, please contact seller so that we may send them to you.
- 5) This sales order and quote form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this sales order & quote form by the buyer, including the buyers purchase order.

**Alamo Industrial Information Page**

Pages of this form must be signed, dated, and submitted for each order or quote

**Bill To Location:**

<b>Account:</b>					
<b>Name:</b>	City of Kingsville				
<b>Address:</b>	1300 East Corral Avenue				
<b>Address 2:</b>					
<b>City:</b>	Kingsville	<b>St:</b>	TX	<b>Zip:</b>	78363
<b>Contact Name:</b>	Arturo Perez				
<b>Contact Number:</b>	+1 361-595-8025				
<b>Contact Email:</b>	aperez@cityofkingsville.com				

**Ship To Location:**

<b>Account:</b>					
<b>Name:</b>	H & V EQUIPMENT SERVICES				
<b>Address:</b>					
<b>Address 2:</b>					
<b>City:</b>	CORPUS CHRISTI	<b>St:</b>	TX	<b>Zip:</b>	78410-4532
<b>Contact Name:</b>	Bruce Harvey				
<b>Contact Number:</b>	361-765-6369				
<b>Contact Email:</b>	bharvey@hvequipment.com				

**End User:**

<b>Sourcewell ID:</b>					
<b>Name:</b>	City of Kingsville				
<b>Address:</b>	1300 East Corral Avenue				
<b>Address 2:</b>					
<b>City:</b>	Kingsville	<b>St:</b>	TX	<b>Zip:</b>	78363
<b>Contact Name:</b>	Arturo Perez				
<b>Contact Number:</b>	+1 361-595-8025				
<b>Contact Email:</b>	aperez@cityofkingsville.com				

**Servicing Dealer:**

<b>Name:</b>	H & V EQUIPMENT SERVICES				
<b>Address:</b>					
<b>City:</b>	CORPUS CHRISTI	<b>St:</b>	TX	<b>Zip:</b>	78410-4532
<b>Contact Name:</b>	Bruce Harvey				
<b>Contact Number:</b>	361-241-1000				
<b>Contact Email:</b>	bharvey@hvequipment.com				

**Confirmation Email Addresses:**

<b>Order Confirmations:</b>	bharvey@hvequipment.com
<b>Advance Shipment Notices (if different):</b>	bharvey@hvequipment.com
<b>Invoices (if different):</b>	
<b>Warranty Registrations (if different):</b>	

**Dealer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Terms & Conditions

This form must be signed unless submitting a signed PO from any Governmental Entity ALTERATION OF TERMS AND CONDITIONS NOT PERMITTED. This Sales Order and Quote Form ("Quote") constitutes an offer by Alamo Industrial ("Seller") to the buying party named on page 1 of this Quote ("Buyer") for the sale of products set forth in the Quote. The offer made in this Quote by Seller is subject to the terms and conditions set forth below. Buyer may accept this offer by providing Seller with an official purchase order or other written confirmation citing the quotation number on page 1. Seller's acceptance of Buyer's order, and Seller's offer, is expressly conditioned on Buyer's agreement to these Terms and Conditions.

Seller objects to and rejects any conflicting or additional terms and conditions proposed by Buyer in any form whatsoever. Seller expressly rejects any provisions that dictate that Buyer's terms control or any additional or different provisions in Buyer's electronic business portal. Buyer's acceptance of items described in the accompanying Quote sold hereunder will manifest Buyer's consent to these Terms and Conditions. If Buyer requests shipment based on telephone or purchase order, Buyer does so with the understanding that these Terms and Conditions apply. No variation, addition, termination, or waiver of any term or condition will be binding on Seller unless in writing and signed by Seller's duly authorized representative. Seller's failure to object to any provision or terms from Buyer will not be a waiver or amendment of any of the provisions of these Terms and Conditions.

ACCEPTANCE. ACCEPTANCE OF THIS QUOTE MEANS THAT BUYER HAS FULLY ACCEPTED AND UNDERSTANDS THE TERMS & CONDITIONS SET FORTH IN THIS QUOTE. ANY DIFFERENT OR ADDITIONAL TERMS FROM THOSE SET FORTH IN THIS QUOTE SHALL BE VOID. This Quote automatically expires thirty five (35) calendar days from the date issued unless sooner terminated by notice or another date is specified on the quote document

DELIVERY. Unless otherwise agreed to in writing, delivery of equipment shall be made F.O.B. place of shipment and delivery of equipment to a carrier at any of Seller's plants or such other shipping points as Seller may designate shall constitute delivery to Buyer; and regardless of freight payment, title and all risk of loss or damages in transit shall pass to Buyer at that time. Great care is taken in packing the Seller's equipment. Seller cannot be held responsible for breakage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by Buyer to the carrier. Claims for shortages or other errors must be made in writing to Seller within 30 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Method and route of shipment will be at the discretion of Seller unless Buyer shall specify otherwise, and any additional expenses of the method or route of shipment specified by Buyer shall be borne by Buyer. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale and all such installments, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond the Seller's reasonable control, including without limitation, an act of God; act of Buyer, embargo or other governmental act, regulation or request; fire; accident; strike; slow down; war; riot; delay in transportation; or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

TAXES AND OTHER CHARGES. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between the Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted, with an exemption certificate of other document acceptable to the authority imposing the same.

WARRANTIES. Seller warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser and warrants for six months to the original commercial or industrial purchaser that the goods purchased are free from defects in material or workmanship. Seller will replace for Buyer any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine or expendable items such as blades, shields, or guards except as specifically found in your Operator's Manual. Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Seller. If after examining the goods and/or parts in question, Seller finds them to be defective under normal use and service due to defects in material or workmanship, Seller will: (a) repair or replace the defective goods or part(s) or (b) reimburse Buyer for the cost of the part(s) and reasonable labor charges (as determined by Seller) if Buyer paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Seller. The choice of remedy shall belong to Seller. Buyer is responsible for any labor charges exceeding a reasonable amount as determined by Seller and for returning the goods to Seller, whether or not the claim is approved. Buyer is responsible for the transportation cost for the goods or part(s) to the designated factory.

LIMITATION OF LIABILITY. SELLER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS. EXCEPT AS PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO BUYER ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOT WITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, SELLER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY BUYER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

ASSIGNMENT. Neither party may assign or transfer this Quote or any interest therein without the written consent of the other party, except that Seller may assign this Quote and its interest therein to any affiliated corporation, or to any corporation succeeding to Seller's business without the consent of Buyer.

LAW. This Quote shall be construed according to the laws of the State of Texas, exclusive of conflicts of laws principles. Venue shall be in Guadalupe County, Texas

Signature: \_\_\_\_\_

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



April 26, 2021

**Sent via email to: [rbjohnson@alamo-group.com](mailto:rbjohnson@alamo-group.com)**

Blake Johnson  
Alamo Group (TX) Inc.  
1502 E. Walnut Street  
Seguin TX 78155

Re: Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installations  
BuyBoard Contract 611-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installations, Contract 611-20 effective June 1, 2020 through May 31, 2021, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through May 31, 2022.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at [lisa.maraden@tasb.org](mailto:lisa.maraden@tasb.org) prior to the start of the renewal term.

**Reminder:** Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at [lisa.maraden@tasb.org](mailto:lisa.maraden@tasb.org). We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden  
Contract Administrator

1<sup>st</sup> renewal v.02.13.2020



12007 Research Boulevard · Austin, Texas 78759-2439  
PH: 800-695-2919 · FAX: 800-211-5454 · [www.vendor.buyboard.com](http://www.vendor.buyboard.com)

### **Bonding Regulatory Notice**

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.





12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 [www.buyboard.com](http://www.buyboard.com)

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## **BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or "interlocal contract" satisfies the Texas law requirement of local governments to seek competitive procurement for the purchase of goods or services.<sup>1</sup> Therefore, you may purchase goods and services from a vendor under Texas law through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard contract, such as a Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

**What is BuyBoard's Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.



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When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.<sup>ii</sup> This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.<sup>iii</sup>
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.<sup>iv</sup> (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.<sup>v</sup> The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.<sup>vi</sup>
  - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
  - **Written Certification.** A local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.<sup>vii</sup>



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project. <sup>viii</sup> Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. If federal funds are involved, additional requirements may apply. (See the Purchasing with Federal Funds BuyBoard Advisory available on the BuyBoard® website for additional information on purchases with federal funds.) By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

**This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.**

For more information about BuyBoard, contact us at 800-695-2919.

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- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
  - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
  - iii. Tex. Gov't Code §2254.004 and §791.011(h)
  - iv. Tex. Occ. Code §1051.703
  - v. Tex. Occ. Code §1001.0031(c)
  - vi. Tex. Occ. Code §1001.053
  - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
  - viii. Tex. Gov't Code §2253.021(a)

# **AGENDA ITEM #16**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: May 3, 2022

SUBJECT: FY2022 Bulletproof Vest Partnership Grant

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**Summary:**

The Kingsville Police Department applied for the FY2022 Bulletproof Vest Partnership Grant.

**Background:**

Justice Assistance Grant (JAG) funds or other federal funding sources may not be used to pay for that portion of the bullet proof vest (50%) that is not covered by BVP funds. JAG or other federal funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

**Uniquely Fitted Armor Vest Requirement-** Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2022 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* ([Active Standard ASTM E3003](#)) available at no cost. [The Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.



## **City of Kingsville Police Department**

In addition, a certification section has been added to the 2022 application (in the BVP system) stating the jurisdictions and law enforcement agency are aware of and will comply with this requirement.

### **Financial Impact:**

The Kingsville Police Department currently outfits our officers with Level IIIA body armor, with a 5X8 Soft Trauma Plate, and interior carrier and or an exterior uniform carrier at a cost of \$1191.86 per unit. Excluding additional items such as additional carriers for additional magazines etc.

We have applied to replace 10 units in FY22 due to address turnover in staffing as well as perhaps some older vests that need to be replaced. The cost to replace the vests is \$11,918.60. The maximum allowable funding from BVP is 50% of the cost or \$5,996.80.

### **Recommendation:**

We request a resolution to allow for the acceptance, administration and expenditure of this grant by the Chief of Police.



**RESOLUTION #2022-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING PARTICIPATION IN BULLETPROOF VEST PARTNERSHIP PROGRAM FY2022 WITH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, JUSTICE ASSISTANCE GRANT (JAG) FOR BULLETPROOF VESTS FOR THE KINGSVILLE POLICE DEPARTMENT; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to the Office of the Governor, Criminal Justice Division, Justice Assistance Grant (JAG) for the Bulletproof Vest Partnership (BVP) Grant Program for grant monies for equipment for law enforcement personnel; and

**WHEREAS**, the BVP Program has funding to provide for 50% of the cost of bulletproof vests for law enforcement personnel via a grant to local law enforcement agencies; and

**WHEREAS**, the JAG is providing grants through funding from BVP Program FY2022; and

**WHEREAS**, the City agrees to provide the applicable matching funds for the said project, if any, as required by the Office of the Governor for the BVP Grant Program grant application; and

**WHEREAS**, the City agrees that in the event of loss or misuse of the Office of the Governor grant funds, the City of Kingsville City Commission assures that the funds received through the grant will be returned to the Office of the Governor in full; and

**WHEREAS**, the City of Kingsville has previously applied for similar grants that assist with improved officer safety; and

**WHEREAS**, the City of Kingsville and the Kingsville Police Department are aware of and will comply with uniquely fitted armor vest requirement; and

**WHEREAS**, the City Commission of the City of Kingsville designates the City Manager as the grantee's authorized official and the Kingsville Police Chief as his/her designee, who has the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

I.

**THAT** the City authorize the Kingsville Police Department through the Chief of Police to participate in Bulletproof Vest Partnership Program FY2022 and to seek funding for law enforcement personnel bulletproof vests to assist with improved security for our law enforcement personnel in conformance with this program.

II.

**THAT** the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to Bulletproof Vest Partnership Program FY2022 including any certifications, amendments or representations stipulated therein and that the Chief of Police will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program.

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 9th day of May, 2022.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# **AGENDA ITEM #17**

# **AGENDA ITEM #18**

Sample  
for  
Discussion

## **Animal Services Program Coordinator**

The Animal Services Program Coordinator provides innovative leadership and a cohesive vision for the County's Animal Services Department. Works cooperatively with rescues, volunteers, and animal welfare advocates to strategically solve animal issues throughout Nueces County. Develops and implements programs to increase the number of animals placed and adopted. Serves as the primary representative of NCAS, interacting closely with County Commissioners and the Animal Services Advisory Board to further the mission and shared goals as outlined in County Orders and department SOP. Works under the Supervision of the Animal Services Director.

### **Essential Functions & Decision Making:**

- Provides goal setting & leadership to staff, ensuring accountability with best practices standards in shelter management strategies
- Implements & monitors strategic initiatives in order to maintain a 90% or higher live outcome rate. Presents reports & recommendations to Commissioners Court focusing on public health & safety and the control of zoonotic diseases in the community and at the shelter.
- Serves as staff liaison to Advisory Board.
- Responsible for the Animal Services Volunteer Program.

### **Duties & Responsibilities:**

- Implements programs to increase the live outcome of animals in the shelter's care. This includes creating and/or revising in-house policy & procedures and developing resources through volunteer, foster, rescue & outreach programs.
- Identifies & establishes relationships with outside rescue groups, humane societies & SPCA's. Coordinates inter/intra-state transport of animals from shelter.
- Develops and hosts special events, programs, activities, contests, etc., designed to increase adoption rates & enhance the shelter's image in the community.
- Serves as liaison between community partner rescue resources & Animal Services.
- Utilizes a variety of media formats (print, broadcast, social) to increase rescues & adoptions and create/execute promotional events.
- Maintains social media presence. Provides current animal information/bio's/and in-house photography in order to promote live release.
- Develops strategies for volunteer, foster, adoption, rescue and outreach programs.
- Guides staff and volunteers in best practices and positive public interactions.

### **QUALIFICATIONS:**

- Must be self-motivated, responsible & reliable.
- Possess solid organizational skills and be able to work with minimal supervision.
- Ability to make decisions and take appropriate action that aligns with established goals and policies.
- Be skilled in reasoning with the public, staff and partner organizations.
- Ability to understand and follow organization procedures, mission & goals.
- Sound stand-alone decision making capability.
- Knowledge and experience in animal handling, identification, assessment and behavior.