

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, NOVEMBER 14, 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- October 24, 2022

APPROVED BY:


Mark McLaughlin
City Manager

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

1. None.

III. Reports from Commission & Staff.²

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

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to Vista Alegre, Block 2, Lots 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services) from R1 (Single Family) to C1 (Neighborhood Services); 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 zoning ordinance by granting a Special Use Permit for Daycare use in R1 (Single Family District) at 803 Inez, Kingsville, Texas, also known as Forrest Park 1, Block 2, Lot 20; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend grant funds from the 2022 Patrick Leahy Bulletproof Vest Partnership Grant. (Police Chief).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend grant funds from the 2023 Local Border Security Program (LBSP). (Police Chief).
5. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional police academy training costs. (Police Chief).
6. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate remaining grant funds from the 2022 Operation Lone Star Grant Program. (Police Chief).
7. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to roll over the Golf Course remaining greens project. (Finance Director).
8. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the carry-over purchase orders that were ordered or started last fiscal year and will be received or completed this fiscal year. (Finance Director).
9. Motion to approve a resolution authorizing the City Manager to enter into the Coastal Bend Council of Governments Master Agreement for Mutual Aid. (Fire Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

10. Consideration and approval of an ordinance authorizing the issuance of "City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Taxable Series 2022; approving the terms of a resolution of the Texas Water Development Board approving an application for financial assistance, a Paying Agent/Registrar Agreement and an Escrow Agreement; and making other provisions regarding the certifications and other matters related thereto. (TWDB-FIF; Project #8-Paulson Falls). (City Attorney).
11. Consider a resolution authorizing the submission of a Community Development Block Grant Council of Governments Method of Distribution (CDBG COG MOD) application to the Texas General Land Office for eligible mitigation project activities and authorizing the Mayor and City Manager to act as the City's Executive Officers and Authorized Representatives in all matters pertaining to the City's participation in the CDBG-MIT Program. (City Engineer).
12. Consider a resolution authorizing the Mayor to enter into an Interlocal Agreement between Kleberg County, Texas and the City of Kingsville, Texas for the L.E. Ramey Golf Course Greens Renovation Project. (City Manager).
13. Consider awarding bid for the Resurfacing of the Greens at the L.E. Ramey Golf Course (RFP#22-18), as per staff recommendation and authorizing contract for same. (Purchasing Manager).
14. Consider recommendations from the Kingsville Grant Administrative Board for award of three Kingsville Economic Development Grant Applications. (Economic Development Director).
15. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the Police Collective Bargaining Agreement. (Human Resources Director).
16. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional funding for cost overruns in the Human Resources Department. (Human Resources Director).
17. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to rollover uncompleted committed GF ARP Projects. (Finance Director).
18. Consider accepting a donation from Keep Kingsville Beautiful for the Trash Off Event. (Director of Planning & Development Services).
19. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend a donation from Keep Kingsville Beautiful for the Trash Off Event. (Director of Planning & Development Services).
20. Consider accepting donations for Parks Department Healthy Family Events. (Parks Director).
21. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend donations for the Parks Department Healthy Family Events. (Parks Director).

22. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend grant funds from the Justice Assistance Grant Program (JAG). (Police Chief).
23. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for emergency repairs to a 24" storm drain. (Public Works Director).
24. Consider a resolution authorizing the City Manager to execute a Street Sweeping Agreement with Sweeping Corporation of America, LLC. (Purchasing Manager).
25. Consider authorizing ARP funds for third-party engineering firm to review the Investment Grade Audit results for replacement of City water meters and AMI systems. (Purchasing Manager).
26. Discussion and consideration regarding landscaping options for city hall grounds, statue, and Chamberlain Park. (Mayor Fugate).

VII. Adjournment.

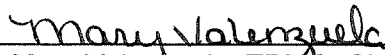
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

NOTICE

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

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

November 9, 2022 at 4:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.


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

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

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

MINUTES OF PREVIOUS MEETING(S)

OCTOBER 24, 2022

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, OCTOBER 24, 2022, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor
Hector Hinojosa, Commissioner
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
Kyle Benson, IT Manager
Derek Williams, IT
Emilio Garcia, Health Director
Deborah Balli, Finance Director
Uchechukwu Echeozo, Director of Planning & Development Services
Charlie Sosa, Purchasing Manager
Bill Donnell, Public Works Director
Diana Gonzales, Human Resources Director
Rudy Mora, Engineer
Janine Reyes, Tourism Director
Susan Ivy, Parks Director

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 P.M. with all five 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 - October 11, 2022

Motion made by Commissioner Lopez to approve the minutes of October 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).¹

1. Public hearing regarding request to rezone Vista Alegre, Block 2, Lots 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services). Lupe Alvarez, owner/applicant. (Director of Planning & Development Services).

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

Mr. Uche Echeozo, Director of Planning & Development Services stated that this is a request for a rezone from R1 to C1. The rezone will enable the applicant to create additional space for Jubilee Academy. Letters were mailed to neighbors within the area.

Staff received no calls opposing the rezoning. The Planning & Zoning Commission met on this item on October 19, 2022, and voted unanimously to approve the request.

Mayor Fugate announced that this is a public hearing and that 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 5:05 P.M.

2. Public hearing regarding request for Special Use Permit for Childcare in home in R1 (Single Family District) at 803 Inez, Kingsville, Texas also known as Forrest Park 1, Block 2, Lot 20. Beverly Gant, owner/applicant. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:05 P.M.

Mr. Echeozo stated that this is a request for a Special Use Permit to enable the applicant to carry out childcare in their home. The applicant is licensed to care for 12 children but will have childcare availability for only 5 children. Letters were mailed to neighbors within the area. Staff received no calls opposing this request. The Planning & Zoning Commission met on October 19, 2022, and they approved unanimously approved the request.

Mayor Fugate announced that this is a public hearing and that 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.

3. Conduct a public hearing regarding the advisability of the improvements to be financed by the Somerset Public Improvement District No. 1. (City Manager/City Attorney).

Mayor Fugate read and opened this public hearing at 5:07 P.M.

Ms. Courtney Alvarez, City Attorney stated that on September 26, 2022, the Commission approved a resolution for Public Improvement District (PID). Part of the process is to schedule a public hearing after notice has been given. The next step in the process after this public hearing, at a future meeting, is to have another agenda item that would create the PID.

Ms. Carola Serrato, 501 Billy Evans, commented that the information shows the outline of the subdivision which shows that only certain properties will abut the new subdivision, and her home is one of them. Properties on General Cavazos, Trant Road, and Brahma Blvd. will be affected by the new subdivision. Many residents residing near the new project are concerned about their sewer services. This area has a manhole in its backyard and does not know whether that sewer line will be extended into the new subdivision. She further stated that they also have some concerns regarding their property values as these properties will be abutting the new subdivision which is about 1 acre lots, but smaller properties. She further commented that if the existing property owners would want to buy property in the PID, would they be subject to the additional taxation that will be applied on these properties, as they are part of the PID. Is there any way that the property could be purchased by them to allow a larger buffer from their home to the new subdivision and will those properties still be subject to the PID. Ms. Serrato further asked about water lines, sewer lines, and streets, and where would those go. She further asked if the properties are in default, would this hurt the bond rating for the city and how would it be taken care of?

Mayor Fugate commented to the City Manager that it is important that the city set up a meeting with the residents of this area and provide additional information and see what

other concerns they may have. Staff needs to get with them and answer those questions that they may have.

Mr. Dan Martinez, Winstead, PC stated that the PID assessments are solely for properties within the district itself. No one outside the district pays any additional assessments, not taxes, assessments. With regards to water, sewer, and streets, those items are still being discussed with the city. Bonds for this project will not impact the city's bond ratings. Bonds are payable solely from the assessment, same as if a property owner doesn't pay their taxes, they become the default. Bonds are not an obligation to the city.

Commissioner Alvarez asked if property owners can purchase the property around them.

Mr. Martinez responded that he is not able to answer that questions, but the PID is solely the designated boundary. Whatever is outside of the boundaries whoever owns the property will have the option to either offer for sale or not.

Mayor Fugate commented that if you buy property inside the PID, they will be responsible for the assessment.

Further discussion took place between Ms. Serrato and Mr. Dan Martinez regarding whether or not the property inside the PID would be responsible for the assessment. It was also discussed whether or not the property owner of the land within the PID would be willing to sell the property within the boundaries.

Mayor Fugate restated again that staff needs to meet with these residents and give them some answers to their questions.

Mr. Wiley McIlwain, 520 Cecil Ave., explained what was done in Sinton with a similar project as proposed in Kingsville. He further described the entrances and exits of the upcoming subdivision.

Ms. Kay Herbie, 618 Pippin Lane asked what kind of homes would be built within the new subdivision.

Mr. McIlwain responded that properties will be sold to DR Horton and homes will be in the range of 1,400 to 2,000 square feet. The price range for these homes will be around \$245,000 to \$395,000.

Ms. Jaclyn Hailey Best, 521 Helen Marie stated that her concern is the sewage coming from this location.

Mr. Martinez stated that the developer will be required to follow all city codes. Requirements will be listed on the agreement.

Mayor Fugate announced that this is a public hearing and that 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 5:40 P.M.

III. Reports from Commission & Staff.²

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

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

Mr. Mark McLaughlin, City Manager reported on the United Way Campaign and the Vietnam Veteran's Memorial Wall. He further stated that the Comprehensive Plan Engagement Meeting has been scheduled for Thursday, October 27, 2022, at 5:00 p.m. The meeting will take place in the Helen Kleberg Groves Community Room. He further reported that at a future date there will be a workshop scheduled on the Garver Study.

Ms. Courtney Alvarez, City Attorney reported that the next Commission meeting is scheduled for November 14, 2022, with the deadline for staff to submit their agenda items of November 3rd.

Commissioner Torres stated that she would like to thank JM Lozano's Office as the VA Medical Mobile Unit had approached the city about bringing the medical mobile unit. She further commented that she was extremely disappointed with how it all came about and the hospital was going to charge the VA Medical Mobile Unit to park their unit at the hospital and charge close to \$600.00 a year, which is not a lot of money, but for a federal entity that has to have a budget which is harder for them to change the budget then it is for everyone else, they were seeking help for that. She further commented that we were not as receptive as she thought we would have been to our veterans. It doesn't affect only our veterans; veterans are coming in from different areas that will be eating and shopping as she knows that when she makes her appointments to go to Corpus Christi she tries to schedule as much as she can on that day. She further stated that the reason for the VA Medical Mobile Unit was to alleviate a lot of rural communities and their veterans and caretakers from having to drive two hours south, two hours north, or an hour to Corpus Christi. She further commented that she was disappointed with how our city handled the situation, it all got taken care of, but it got taken care of with the fact that she had to make phone calls to JM Lozano's Office and Congresswoman Flores's Office and everyone else to make sure that this happened. She stated that the VA approached the city, and they first approached Commissioner Alvarez and herself regarding this issue, which has been in the works for about 2 to 3 years before that. They could have chosen another city, Falfurrias, Bishop, or whatever, but she fought to get it here because she knew it would benefit our area as we have around 700 veterans within our community, not including the outlying areas. She stated that JM Lozano and the Christian Foundation worked together, and they are going to pay for it so that they can come here and on November 22nd there will be a ribbon cutting. She further commented that she was very disappointed

Mayor Fugate commented that he appreciates all the hard work Commissioner Torres has done to get this project to Kingsville, as it is a good project. He further commented that it is his understanding that, as he has spoken with Mr. Rick Morin, Director of Spohn Kleberg Hospital, the Christus system will be taking care of that cost for the mobile unit.

Commissioner Torres stated that the Foundation is going to pick up the bill after JM Lozano's Office called them to get that taken care of.

Mayor Fugate commented that he thinks it was more of a communication issue, as when he spoke to Mr. Morin, he hadn't realized how important the \$600.00 was. He further

commented that he appreciates Commissioner Torres's efforts in trying to get this resolved.

Commissioner Torres commented that she thought about it, not just our veterans but it brings, as she goes shopping in Corpus Christi when she makes her appointments. A lot of the rural communities and areas will shop here.

Commissioner Lopez commented that today starts the kickoff of Red Ribbon Week and had the honor of reading a proclamation at KISD.

Mayor Fugate read and presented two proclamations, Arbor Day and Patrolman Sherman Otto Benys, Jr. Day.

IV. Public Comment on Agenda Items.³

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

Mrs. Vicky Benys, 1914 Martin commented that she wanted to touch base on the launch of a non-profit in honor of Patrolman Benys and named after the heroes that responded on that day. They wanted to do something from the beginning and have discussed it with the Chief of Police as to what they can do to support the first responders. It was suggested to start a 100 Club. She stated that they discussed whether to go non-profit, which was decided to go non-profit as a lot of the monies that were going to be donated to them this past year, was the first question they had asked. The non-profit is set similar to the 100 Club but is an 81 Club, called 81's Heroes. Instead of the members paying a \$100 membership fee, they will be paying an \$81.00 fee annually, which is based on his badge number, which is one of the main reasons they have pushed to get his badge retired as they want that special honor, to set up this non-profit. She further stated that recognizing the challenges that our law enforcement and first responders face daily, the 81's Heroes is dedicated to making a lasting impact for Kingsville and Kleberg County First Responders with assistance in equipment and training, counseling, and other immediate financial hardship to ensure the community takes care of those who take care of them. Several events are scheduled to honor Patrolman Sherman Otto Benys as well as to commemorate the launch of 81's Heroes, which will be taking place the first week of November. On November 4th the Coastal Bend Blood Center will be located at the Kingsville Police Department for a blood drive, in memory of Patrolman Benys all first responders that have given their lives on the line of duty. The blood drive will be from 11:00 a.m. to 5:00 p.m. There will be a golf tournament taking place on November 5th at the L.E. Ramey Golf Course. Teams for the tournament and sponsorships are still being taken at this time. They are also asking for a donation of items that can be raffled during the tournament to raise funds for the non-profit. 81's Heroes has been in contact with the Kingsville Police Department as well as the Kleberg County Sheriff's Department to identify the need for new or replacement of life-saving equipment to donate to each agency for this month. The website for the non-profit is www.81sheroes.org, where anyone can become a member of the non-profit. Members will receive a decal to display their support for the non-profit organization and all founding members will receive a commemorative challenge coin. Mrs. Benys stated that she would like to thank the City of Kingsville for all the support it has given to the family.

Mrs. Mary Valenzuela, City Secretary read a public comment received from Jane Prescott, 2801 S. Brahma. Comment read as follows:

Jane Prescott, 2801 S. Brahma, Kingsville, TX, I am glad to see events like the wine walk coming downtown, but I am concerned about some things I have seen on Facebook. Namely, a city employee and others dressed in an ableist costume which

makes light of the disability of blindness for the sake of entertainment. Perhaps moving forward, we can just agree to all follow a general rule. If you don't have a certain disability, don't pretend you do for the sake of a Halloween costume. If you're looking for unique group costume ideas that are not ableist, Pinterest has hundreds.

V.

Consent Agenda

Notice to the Public

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

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

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

Motion made by Commissioner 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 membership with Electric Reliability Council of Texas (ERCOT) for 2023. (City Attorney).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, setting the speed limit at 45 MPH on US Highway 77 By-Pass Northbound Frontage Road from the southern city limits of Kingsville to FM 1356 (General Cavazos Blvd.) (City Manager).

Mr. McLaughlin stated that this is a request from TXDOT to set a speed limit for when they shift the lanes which should be done on November 16th. A speed study will be done on November 11th and based on conversations with TXDOT and the construction zone already has precedence of 45mph for the southbound lanes. The northbound lanes have more of a curvature to them than the southbound lanes and have a noticeable set of turns from the frontage road back onto the main lines before it starts to get on the overpass where General Cavazos is located. TXDOT is anticipating that their speed study will show a 45mph speed limit requirement. The process is being started early, as we would normally wait on the speed study before introducing something, but after discussions with TXDOT, it is believed that this would be the speed limit. If TXDOT is not ready for this by November 14th, the second reading for this ordinance can be delayed or inserted changed if their speed study warrants that.

Introduction item.

3. Consideration and approval of a resolution by the City Commission of the City of Kingsville, Texas authorizing execution of a Grant Agreement with the Texas Water Development Board and other matters related thereto. (City Attorney).

Ms. Alvarez stated that the Commission had approved a resolution to apply to the Texas Water Development Board for the Paulson Falls drainage project which is one of the projects in the city's drainage study, which is about a \$700,000 project. Texas Water Development Board said yes as they had said yes to other projects that were in the city drainage study earlier this year. Part of this is to be funded through a grant of funds and the other part is to be funded through Certificates of Obligations (COs) that the city would issue that the Texas Water Development Board would then buy at 0% interest.

Mr. Don Gonzales, with Estrada-Hinojosa, stated that this year, 2022, the city applied for and received \$700,000 of total financing, a \$399,000 loan, and a \$301,000 grant. What the commission will be considering tonight is the \$301,000 grant. The loan of \$399,000 will be considered by the city at their November 14th meeting. The Texas Water Development Board is wanting to take their grant agreement, once it has been approved by the city, so that they may move forward on that. It takes them longer to move on to the grant documentation than the loan documentation. He further stated that to move on these quickly what the Water Development does is that they release grant funds first and then the loan funds. To receive the grant funds, the Water Development would like to see if the city would pass on the grant agreement, and assuming the city would do that, the consideration for the certificates of obligations would be brought forward on November 14th. Those obligations will be at 0% interest which would be paid from water and sewer revenues and have no impact on the tax rate.

Motion made by Commissioner Hinojosa to approve the resolution authorizing execution of a Grant Agreement with the Texas Water Development Board and other matters related thereto, seconded by Commissioner Lopez and Commissioner Torres. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

4. Consider a resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas, and the Kingsville Law Enforcement Association for Fiscal Year 2022-2023. (Human Resources Director).

Mrs. Diana Gonzales, Human Resources Director stated that the City and KLEA met over several months from May through September 2022. The agreement presented is for a one-year with 4.5% increases to base wages and increases to peace officer certifications, shift differential, field training, clothing allowance, and the addition of 4 hours of Flex Leave Annually for birthdays. The additional contract cost for Fiscal Year 2022-2023 is \$204,168 including fringe benefits. A portion of these additional costs are incorporated in the FY 22-23 budget and the fund balance will be used to meet contractual obligations not currently budgeted since they were unknown at the time the budget was adopted.

Motion made by Commissioner Alvarez to approve the resolution authorizing the City Manager to enter into a Collective Bargaining Agreement between the City of Kingsville, Texas, and the Kingsville Law Enforcement Association for Fiscal Year 2022-2023, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

5. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Vista Alegre, Block 2, Lots 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services) from R1 (Single Family) to C1 (Neighborhood Services);

amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).

Introduction item.

6. **Consider introduction of an ordinance amending the zoning ordinance by granting a Special Use Permit for Daycare use in R1 (Single Family District) at 803 Inez, Kingsville, Texas, also known as Forrest Park 1, Block 2, Lot 20; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).**

Introduction item.

7. **Consider reallocating ARP Funds for employee timekeeping software, equipment, and training. (Finance Director).**

Mr. McLaughlin stated that TimeClock Plus is the current software for time and attendance for city employees. The current software continues to have issues when changes in rates of pay during the middle of a pay period. Tyler Technologies has a time and attendance module which would solve the issues we are having with TimeClock Plus.

Motion made by Commissioner Lopez to approve the allocation of ARP Funds for employee timekeeping software equipment and training, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

8. **Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend grant funds from the 2022 Patrick Leahy Bulletproof Vest Partnership Grant. (Police Chief).**

Mr. Ricardo Torres, Police Chief stated that the Kingsville Police Department applied for the FY2022 Bulletproof Vest Partnership Grant and is in receipt of funds thru this grant. He further stated that he also requests the rollover of \$1,598.86 which was previously awarded for FY2021 and is available for use until August 23, 2023.

Introduction item.

9. **Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend grant funds from the 2023 Local Border Security Program (LBSP). (Police Chief).**

Chief Torres stated that the Kingsville Police Department has been invited to participate in the 2023 Local Border Security Program. Grants funds for \$78,000 have been awarded. The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity.

Introduction item.

10. **Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional police academy training costs. (Police Chief).**

Chief Torres stated that the department is in receipt of checks from Del Mar Police Academy in the amount of \$11,124.00 and a check for \$8,843.00 for attendees of the Del Mar Regional Police Academy. He further stated that currently \$9,000 is budgeted for cost of sending cadets through the Del Mar Regional Police Academy. The Police Department needs the reimbursed funds in the amount of \$19,967.00 to help cover the cost of potential police officers attending the police academy.

Introduction item.

11. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate remaining grant funds from the 2022 Operation Lone Star Grant Program. (Police Chief).

Chief Torres stated that the Kingsville Police Department requested a resolution to apply for and if awarded to accept and expend FY2022 Operation Lone Star Grant Program Funds. Fund in the amount of \$248,696.03 has been awarded to the Kingsville Police Department.

Introduction item.

12. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to roll over the Golf Course remaining greens project. (Finance Director).

Mrs. Deborah Balli, Finance Director stated that it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year. This request is to roll over the Golf Course remaining greens project.

Introduction item.

13. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the carry-over purchase orders that were ordered or started last fiscal year and will be received or completed this fiscal year. (Finance Director).

Mrs. Balli stated that at the end of each fiscal year, there are outstanding purchase orders that have been created and sent to vendors and due to various reasons, they remain outstanding.

Introduction item.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:25 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

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



MEMO

Date: October 19, 2022
To: Mark McLaughlin (City Manager)
From: Uche Echeozo (Director of Planning and Development Services)
Subject: **Lupe Alvarez, applicant/owner; requesting the rezone of Vista Alegre, BLOCK 2, LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Service).**

The Planning and Zoning Commission meeting held as scheduled this evening, October 19, 2022, with 5 members in attendance.

Members deliberated over the issue of granting approval for a rezone of **Vista Alegre, BLOCK 2, LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville** to enable the applicant to create additional space for a school (Jubilee Academy). Letters were sent out to neighbors and the City received no feedback save for a citizen making clarifications on the actual use of the property. Commissioners, after deliberations, voted to approve the recommendation for the rezone of the said property from R1 (Single Family) to C1 (Neighborhood Service). A recorded vote of all members present was taken and Commissioners Debbie Tiffie, Brian Coufal, Larry Garcia, Mike Klepac, 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 be "Uche Echeozo", written over a horizontal line.

Uche Echeozo
Director of Planning and
Development Services



MEMO

Date: October 14, 2022

To: Planning and Zoning Commission Members

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

Subject: **Lupe Alvarez, applicant/owner; requesting the rezone of Vista Alegre, BLOCK 2, LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Service).**

The applicant approached the department because they wanted to rezone their property (1405 East Henrietta, Kingsville, Texas) from R1 (Single Family) to C1 (Neighborhood Service)

This property is just before a row of C1 properties adjacent to 19th Street. The applicant is looking at providing additional space for a school (Jubilee Academy) The applicant also owns the properties immediately adjacent to the subject property. Looking at the City of Kingsville Code of Ordinances, the C1 zoning allows for such a land use.

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 create a uniform zoning for the land use and enabling further educational development.

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 1405 E. HENRIETTA Nearest Intersection NORTH 17TH & EAST HENRIETTA

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: VISTA ALEGRE, Block 2, Lot 3, 4

Existing Zoning Designation R1 Future Land Use Plan Designation C1

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent LUPE ALVAREZ Phone 361-720-0543 FAX 361-592-8856

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

Mailing Address 1513 Michael City KINGSVILLE State TX Zip 78363

Property Owner LUPE ALVAREZ Phone 361-720-0543 FAX 361-592-8856

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

Mailing Address 1513 Michael 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:

Gubika Academy School have added high school students and are in
need of additional space for classes - propose to convert
present family house into 2 class room -
See pictures & map attached -

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

Applicant's Signature [Signature] Date: 8/24/22

Property Owner's Signature [Signature] Date: 8/24/22

Accepted by: _____ Date: _____

Tax Year: 2022

Account

Property ID: 25950 Legal Description: VISTA ALEGRE, BLOCK 2, LOT 3, 4
 Geographic ID: 180800203000192 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 1405 E HENRIETTA Mapsco:
 Neighborhood: Map ID: B1
 Neighborhood CD:

Owner

Name: ALVAREZ GUADALUPE B Owner ID: 31291
 Mailing Address: 621 N US HWY 77 BYP % Ownership: 100.000000000000%
 KINGSVILLE, TX 78363

Exemptions:

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$59,720	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$4,080	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$63,800	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$63,800	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$63,800	

Owner: ALVAREZ GUADALUPE B
 % Ownership: 100.000000000000%
 Total Value: \$63,800

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$63,800	\$63,800	\$0.00
CKI	CITY OF KINGSVILLE	0.840000	\$63,800	\$63,800	\$535.92

9/15/22, 9:48 AM

Kleberg CAD - Property Details

GKL	KLEBERG COUNTY	0.771870	\$63,800	\$63,800	\$492.45
SKI	KINGSVILLE I.S.D.	1.518900	\$63,800	\$63,800	\$969.06
WST	SOUTH TEXAS WATER AUTHORITY	0.082426	\$63,800	\$63,800	\$52.59
Total Tax Rate:		3.213196			

Taxes w/Current Exemptions: \$2,050.02

Taxes w/o Exemptions: \$2,050.02

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1664.0 sqft Value: \$59,720

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF4		1987	1664.0
WDFA	WOOD DECK FRAME AVERAGE *			2020	24.0

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.1894	8250.00	50.00	165.00	\$4,080	\$0

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$59,720	\$4,080	0	63,800	\$0	\$63,800
2021	\$59,720	\$4,080	0	63,800	\$0	\$63,800
2020	\$53,320	\$4,080	0	57,400	\$0	\$57,400
2019	\$53,320	\$4,080	0	57,400	\$0	\$57,400
2018	\$51,430	\$4,080	0	55,510	\$0	\$55,510
2017	\$4,580	\$4,080	0	8,660	\$0	\$8,660
2016	\$4,580	\$4,080	0	8,660	\$0	\$8,660
2015	\$0	\$4,080	0	4,080	\$0	\$4,080
2014	\$0	\$4,080	0	4,080	\$0	\$4,080
2013	\$0	\$4,080	0	4,080	\$0	\$4,080
2012	\$0	\$4,360	0	4,360	\$0	\$4,360
2011	\$17,540	\$4,360	0	21,900	\$0	\$21,900
2010	\$17,540	\$4,360	0	21,900	\$0	\$21,900
2009	\$17,540	\$4,360	0	21,900	\$0	\$21,900

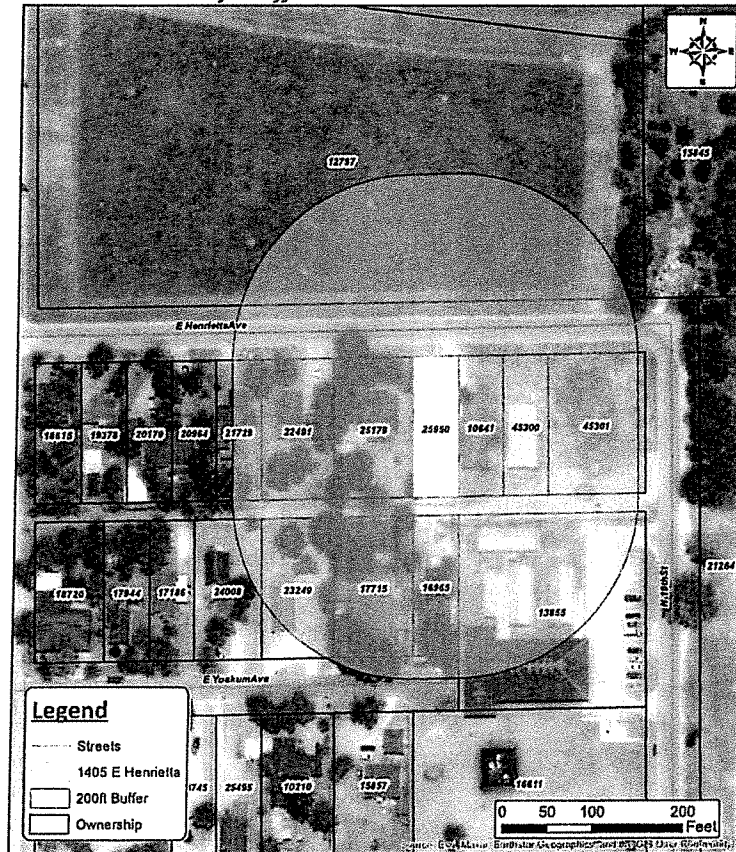
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200ft Buffer at 1405 E Henrietta Ave



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	Drawn By: G. AMAYA Last Update: 9/2/2022 Note: Please see attached documents.	DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	<p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave, Kingsville, TX 78363 Office: (361) 595-8007 Fax: (361) 595-8004</p>
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Farias Anna Lee
1317 E Henrietta Ave
Kingsville, TX 78363
#21729

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#13855

Esquivel Manuel Jr
Manuel Esquivel III
1315 E Henrietta Ave
Kingsville, TX 78363
#24008

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#45301

Guzman Gerardo
1321 E Henrietta Ave
Kingsville, TX 78363
#22491

Saenz Emilia M
4310 Carlton St
Corpus Christi, TX 78415
#12797

Garcia Hector Alfredo
1324 E Yoakum
Kingsville, TX 78363
#23249

Espinoza Armando Jr
1401 E Henrietta
Kingsville, TX 78363
#25179

Alegria Oralia
1402 E Yoakum Ave
Kingsville, TX 78363
#17715

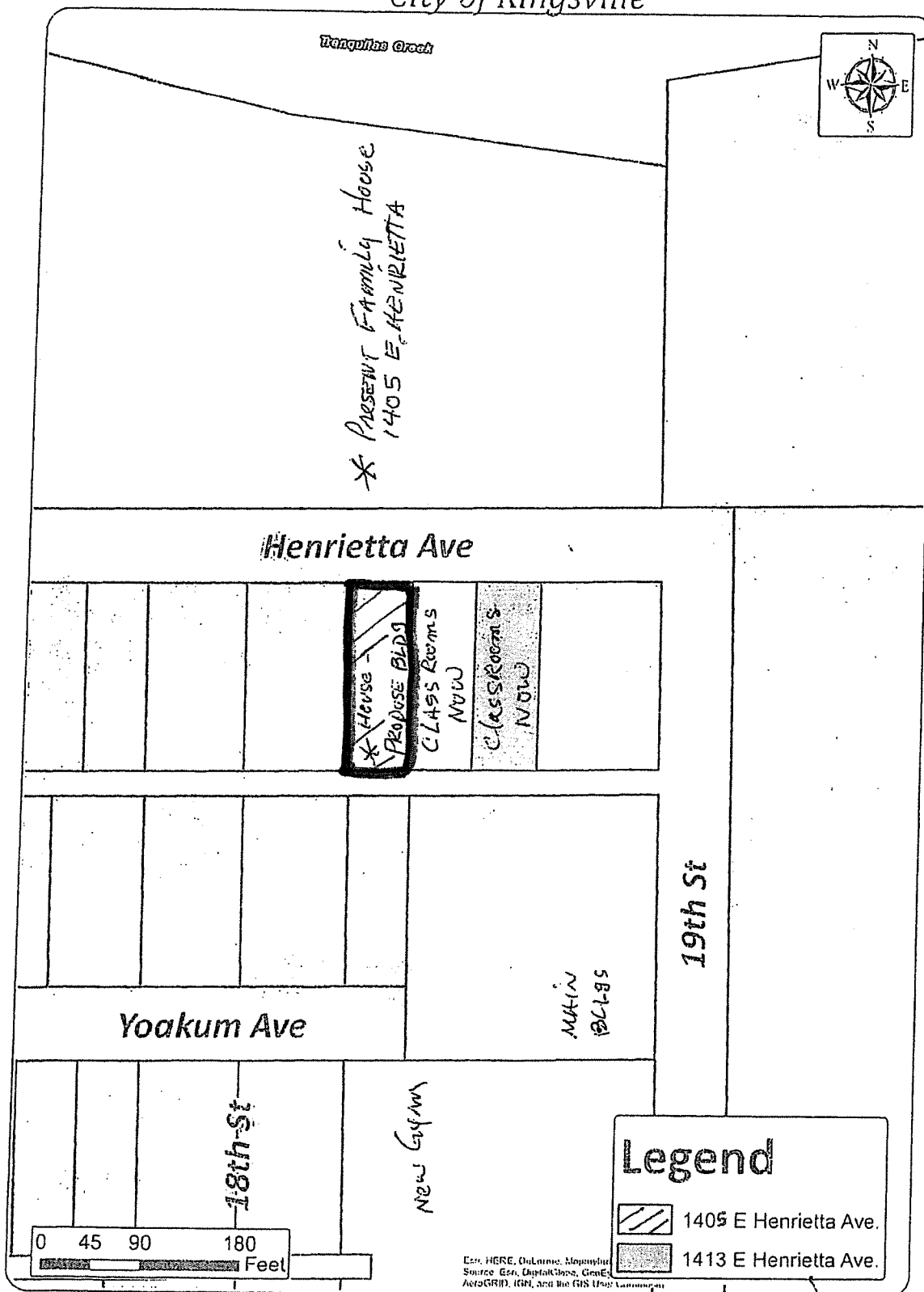
Perez Raul
1404 E Yoakum Ave
Kingsville, TX 78363
#16965

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#25950

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#10641

Alvarez Guadalupe B
621 N US HWY 77 BYP
Kingsville, TX 78363
#45300

City of Kingsville



Drawn By:
 Engineering Department
 Last Update: 3/29/2017
 Note:

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 OR ANY OTHER PURPOSE



CITY OF KINGSVILLE
 ENGINEERING DEPARTMENT
 200 East Kleberg
 Kingsville, Texas 78362
 Office: 361-595-8005
 Fax: 361-595-8006

11/17

11/17

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1-year APY*

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Phyllishia Lopez appointed County Extension Agent for Kleberg-Kenedy County

Kingsville, TX – Phyllishia Lopez has been named 4-H County Extension Agent for Kleberg-Kenedy County, effective Oct. 1, 2022, according to a joint announcement by Kleberg County Judge Rudy Madrid, Kenedy County Judge Charles Burns, Kleberg & Kenedy County Commissioners, and Dr. Ruben J. Saldaña, District Extension Administrator for Texas A&M AgriLife Extension, headquartered at the Texas A&M Research and Extension Center at Weslaco.

Lopez was an active FFA member and obtained her bachelor's degree in Animal Sciences from Texas A&M University - Kingsville. Ms. Lopez had the opportunity throughout college to intern with Texas A&M AgriLife Extension in Cameron County. She also worked in agriculture related jobs throughout her college years with Innovative Seed Solution in Bishop. There, Ms. Lopez did much research with sorghum crops and worked under her animal science professor with sheep.

In Kleberg-Kenedy County, Lopez will serve as the County Extension Agent with responsibilities for 4-H Youth Development. She will also be responsible for providing leadership and management for the Kleberg-Kenedy County 4-H program cooperatively with 4-H volunteers and leaders. Lopez's responsibilities will be to work with the youth, community-based organizations, Extension committees, and local citizens to identify youth issues of relevance to Kleberg-Kenedy County and provide educational responses to address those issues in measurable ways.

The Kleberg-Kenedy County Extension Office is part of Texas A&M AgriLife Extension, an agency of the Texas A&M University System. Local Extension programs extend university resources



Phyllishia Lopez

to residents by providing practical information, training, and technical assistance in four broad program areas: Agriculture and Natural Resources, Family & Consumer Sciences, 4-H & Youth Development, and Community & Economic Development. Texas Cooperative Extension is a cooperative effort between the United States Department of Agriculture, the State of Texas, and the Kleberg-Kenedy County Commissioners' Court.

City of Kingsville Department lists food establishment scores

By TERRY FIRZVATER
PUBLISHED

The City of Kingsville Health Department recently reviewed 22 food establishments in the county, with inspections taking place between Aug. 29 and Sept. 9.

All 22 of the venues inspected received "A" scores, with five of them tallying a perfect 100. Five of the "A" establishments were: Heavenly De-lights, TAMUK-Chic-Fit-A, TAMUK-Starbucks,

the Kings Inn and the Kwik Pantry on West Corral all came in with perfect 100s.

A record 10 establishments just missed perfect 100s, coming in with 99s. Food Establishments that scored 99 included the Ricardo ISD, the Bal-fin Bay Seafood Company, Christus Kleberg Cafe, El Campo Game Processing, Superette, Chili's, CVS, Jareline's Campus Store and Arby's.

There was only one

place that got a 98, Rock's Discount Vitamins and More.

Four businesses were next in line, as the Riviera Burger King, Spice Station, TAMUK-Catering and TAMUK-Subway all finished at 97.

TAMUK-Pizza Hut came in with a 95, followed by Casa de Tacons at 92.

Clup Sitk was the last of the "A" establishments during the inspection period, finishing with a 90.

Kingsville TRASH-OFF

The City of Kingsville will be hosting a TRASH-OFF. Citizens can dump their trash for FREE!

Sat., Oct. 29, 2022, from 8:30 am – 12:00 pm

WEATHER PERMITTING

LOCATED AT 8th & EAST AVE G

TWO BLOCKS NORTH OF KLEBERG ELEMENTARY SCHOOL

YOU MUST PROVIDE PROOF OF RESIDENCY AND UTILITY BILL.

Contact Code Compliance for more info @ 361-595-8923

No Contractors, allowed! Kingsville Residents Only!

We will accept:

- *Appliances (no refrigerators or freezers)
- *Boats
- *Furniture
- *Tires (8 per vehicle)

Only standard automobile tires

We Will NOT Accept:

- *Hazardous Waste
- *Refrigerators or Freezers
- *Concrete/Block
- *Household Garbage
- *Refractors or Roofing Shingles

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 19, 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:

Lupe Alvarez owner/applicant; requesting the rezone of Vista Alegre, BLOCK 2 LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services).

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, October 24, 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:

Lupe Alvarez owner/applicant; requesting the rezone of Vista Alegre, BLOCK 2 LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services).

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.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 19, 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:

Beverly Gant, applicant, requesting a Special Use Permit for Childcare in home in R1 (Single Family) at FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, 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.

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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.

ORDINANCE #2022-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO VISTA ALEGRE, BLOCK 2, LOTS 3 & 4, ALSO KNOWN AS 1405 EAST HENRIETTA, KINGSVILLE, TEXAS, FROM R1 (SINGLE FAMILY) TO C1 (NEIGHBORHOOD SERVICES); 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 Lupe Alvarez, owner/applicant, 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, October 19, 2022 during a meeting of the Planning and Zoning Commission, and on Monday, October 24, 2022 during a meeting of the City Commission, in the Helen Kleberg Groves Community Room 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 Vista Alegre, Block 2, Lots 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas, from R1 (Single Family) to C1 (Neighborhood Services), 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 24th day of October, 2022.

PASSED AND APPROVED on this the 14th day of November, 2022.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

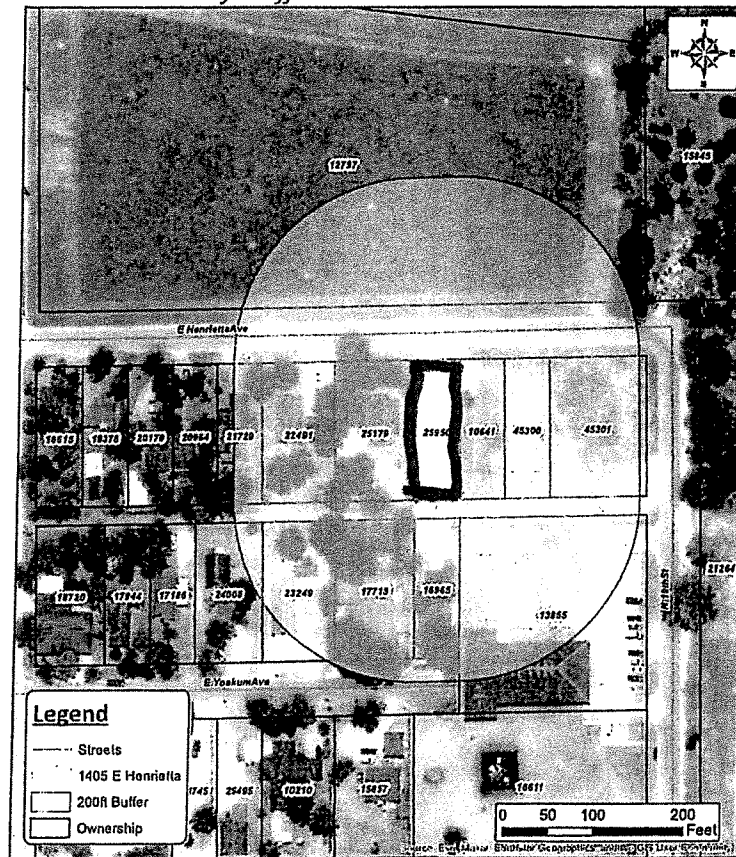
ATTEST:


Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

200ft Buffer at 1405 E Henrietta Ave



1 / 1 Page 1 of 1	Drawn By: G. AMAYA Last Update: 9/1/2022 Note: Please see attached documents.	DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR OMISSIONS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave Kingsville, TX 78363 Office: (361) 595-4007 Fax: (361) 595-8064
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AGENDA ITEM #2

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



MEMO

Date: October 19, 2022
To: Mark McLaughlin (City Manager)
From: Uche Echeozo (Director of Planning and Development Services)
Subject: **Beverly Gant, applicant/owner; requesting a Special Use Permit for Childcare in Home in R1 (Single Family) property located at FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, Kingsville, Texas.**

The Planning and Zoning Commission meeting held as scheduled this evening, October 19, 2022, with 5 members in attendance.

Members deliberated over the issue of granting approval for a Special Use Permit to enable the applicant carry out a Childcare in Home business at their property located at **FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, Kingsville, Texas**. Letters were sent out to neighbors and the City received no objections to the request. Commissioners, after deliberations, voted unanimously to approve the recommendation for a Special Use Permit. A recorded vote of all members present was taken and Commissioners Debbie Tiffie, Brian Coufal, Larry Garcia and the Chairman – Steve Zamora all voted ‘YES’. Commissioner Mike Klepac voted “NO”.

The meeting was adjourned by 6.15p.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: October 14, 2022

To: Planning and Zoning Commission Members

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

Subject: **Beverly Gant, applicant/owner; requesting a Special Use Permit for Childcare in Home in R1 (Single Family) property located at FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, Kingsville, Texas.**

The applicant approached the department because they wanted to carry out the business of Childcare in home at their property (**803 Inez, Kingsville, Texas**). A look at the current zoning of the property revealed an R1 (Single Family Residential) zoning which does not permit such development except under a Special Use Permit regime.

Consequently, a Special Use Permit application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since the eventual use would be in conformity with the zoning ordinance of the City 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 803 Inez Kingsville Nearest Intersection East Warren & Inez
Texas 78363
(Proposed) Subdivision Name Forrest Park Lot 20 Block 2
Legal Description: childcare in home
Existing Zoning Designation R-1 Future Land Use Plan Designation Special Use Permit

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Beverly Gant Phone 3614551993 FAX _____
Email Address (for project correspondence only): bevgant2716@gmail.com
Mailing Address 803 Inez City Kingsville, State Tx. Zip 78363
Property Owner Beverly, Joel Gant Phone 3614551993 FAX _____
Email Address (for project correspondence only): bevgant2716@gmail.com
Mailing Address _____ City _____ State _____ Zip _____

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

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

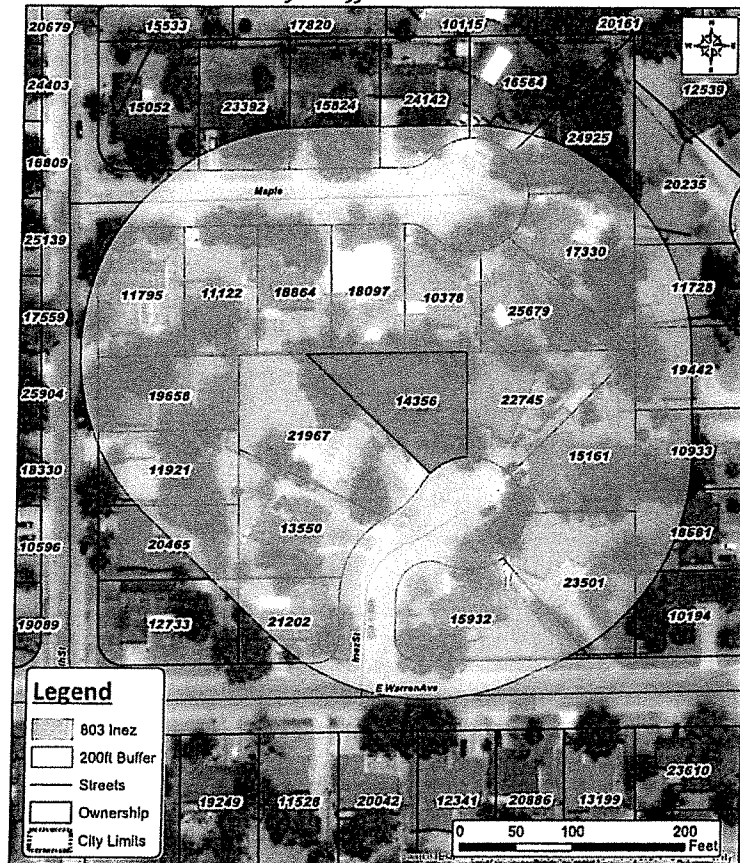
Please provide a basic description of the proposed project:


Home childcare for 2 1/2 - 4 year olds. I'm licensed
for 12, but will keep 4-5 yr olds. Parents can pick
up/drop off between 7:00-5:30 PM.

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 Beverly G. Gant Date: 9-13-2022
Property Owner's Signature _____ Date: _____
Accepted by: _____ Date: _____

200ft Buffer at 803 Inez



1 / 1	Drawn By: G. AMAYA Last Update: 9/23/2022 Please see attached document.	DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR OMISSIONS. 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>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 400 W King Ave, Kingsville, TX 78363 Office: (361) 355-4001 Fax: (361) 355-4064</p>
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Clifton W McPeak
Etux Consolacion
3330 Overlook DR
Dekalb, IL 60115-4909
#15052

Pearly Kemp
819 S 21st St
Kingsville, TX 78363
#18681

Alfonso R Garcia Est
1503 Maple ST
Kingsville, TX 78363
#11795

Raul S Vela Jr
And Phyllis Rosie Montoya
1508 Maple St
Kingsville, TX 78363
#23392

Rios Dariel
Etux Clarissa F
829 S 21st St
Kingsville, TX 78363
#10194

Oscar Arizpe
Etux Loralva F
804 S 19th St
Kingsville, TX 78363
#19658

Linda A Roberts
1512 Maple ST
Kingsville, TX 78363
#15824

Elva Cantu
505 E Rachel
Beeville, TX 78102
#13550

Scott A Bucy
Etux Anne
812 S 19th St
Kingsville, TX 78363
#11921

T & R Trust
Rebecca S Trant (Trustee)
820 S 18th St
Kingsville, TX 78363
#24142

Angelina Hinojosa
811 Inez
Kingsville, TX 78363
#21967

Edwin Cann
Etux Donna
5042 Al Theis St
Bishop, TX 78343
#20465

Christopher D Cherry
1522 Maple St
Kingsville, TX 78363
#16564

Samantha Garza
1528 Maple St
Kingsville, TX 78363
#24925

Emmett Owen
Etux Lydia L
828 S 19th St
Kingsville, TX 78363
#12733

Sonya Trevino
721 S 21st St
Kingsville, TX 78363
#20235

Pedro B Narvaez
Antonia Narvaez
1521 Maple St
Kingsville, TX 78363
#25679

T & R Trust
Rebecca S Trant (Trustee)
820 S 18th St
Kingsville, TX 78363
#21202

Keith A Platt
Etux Kristina A
1527 Maple ST
Kingsville, TX 78363
#17330

Karissa Loreda
Mario Loreda
9402 Fernwood Forest
Houston, TX 77040
#10378

De La Garza Francisco J
Etux Vienna D
802 Inez St
Kingsville, TX 48363
#22745

George Farek
727 S 21st St
Kingsville, TX 78363
#11728

Juan M Herrera
Etux Olivia
1517 Maple ST
Kingsville, TX 78363
#18097

T & R Trust
Rebecca S Trant (Trustee)
820 S 18th St
Kingsville, TX 78363
#15161

Jerry Leal
803 S 21st St
Kingsville, TX 78363
#19442

Gavino O Amaya
Etux Lillian R
1511 Maple ST
Kingsville, TX 78363
#18864

Juarez Oscar Z
Etux Esmeralda
820 Inez St
Kingsville, TX 78363
#23501

Paul A Baca
Etux Linda Gale
948 Pecan Street
Canyon Lake, TX 78133
#10933

Ricardo Menchaca
Sara Martinez
1507 Maple St
Kingsville, TX 78363
#11122

Ahrens James Lee
Etux Maribeth
1521 Warren Ave
Kingsville, TX 78363
#15932

Tax Year: 2022

Account

Property ID: 14356 Legal Description: FORREST PARK 1, BLOCK 2, LOT 20
 Geographic ID: 130300220000192 Zoning:
 Type: Real Agent Code:
 Property Use Code:
 Property Use Description:

Location

Address: 803 INEZ Mapsco:
 Neighborhood: Map ID: B1
 Neighborhood CD:

Owner

Name: GANT JOEL B Owner ID: 13460
 Mailing Address: ETUX BEVERLY
 803 INEZ ST % Ownership: 100.000000000000%
 KINGSVILLE, TX 78363-6526
 Exemptions: HS

(+) Improvement Homesite Value:	+	\$99,500	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$11,300	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$110,800
(-) Ag or Timber Use Value Reduction:	-	\$0

(=) Appraised Value:	=	\$110,800
(-) HS Cap:	-	\$0

(=) Assessed Value:	=	\$110,800
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Owner: GANT JOEL B
 % Ownership: 100.000000000000%
 Total Value: \$110,800

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$110,800	\$110,800	\$0.00
CKI	CITY OF KINGSVILLE	0.840000	\$110,800	\$110,800	\$930.72

9/22/22, 1:24 PM

Kleberg CAD - Property Details

GKL	KLEBERG COUNTY	0.771870	\$110,800	\$110,800	\$855.23
SKI	KINGSVILLE I.S.D.	1.518900	\$110,800	\$70,800	\$1,075.38
WST	SOUTH TEXAS WATER AUTHORITY	0.078489	\$110,800	\$105,800	\$83.04
Total Tax Rate:		3.209259			

Taxes w/Current Exemptions: \$2,944.37

Taxes w/o Exemptions: \$3,555.86

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1835.0 sqft Value: \$99,500

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	MM4	EWG	1972	1394.0
MADM	MAIN ADDITION MASONRY	*		1972	441.0
OPMA	OPEN PORCH MASONRY AVERAGE	*		1972	20.0
PCMA	PATIO COVERED MASONRY AVERAGE	*		1972	192.0

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.2552	11114.43	90.56	122.73	\$11,300	\$0

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$99,500	\$11,300	0	110,800	\$0	\$110,800
2021	\$99,500	\$11,300	0	110,800	\$6,817	\$103,983
2020	\$83,230	\$11,300	0	94,530	\$0	\$94,530
2019	\$83,230	\$11,300	0	94,530	\$0	\$94,530
2018	\$88,830	\$11,300	0	100,130	\$0	\$100,130
2017	\$88,830	\$11,300	0	100,130	\$0	\$100,130
2016	\$88,830	\$11,300	0	100,130	\$844	\$99,286
2015	\$78,960	\$11,300	0	90,260	\$0	\$90,260
2014	\$78,960	\$11,300	0	90,260	\$0	\$90,260
2013	\$78,960	\$11,300	0	90,260	\$0	\$90,260
2012	\$72,380	\$11,650	0	84,030	\$0	\$84,030
2011	\$72,380	\$11,650	0	84,030	\$0	\$84,030
2010	\$72,380	\$11,380	0	83,760	\$0	\$83,760
2009	\$72,380	\$11,380	0	83,760	\$215	\$83,545

Mobility - Report 9/22/22

Information last updated on: 9/21/2022 1:27 PM

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PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 19, 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: Beverly Gant, applicant, requesting a Special Use Permit for Childcare in home in R1 (Single Family) at FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, 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, October 24, 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: Beverly Gant, applicant, requesting a Special Use Permit for Childcare in home in R1 (Single Family) at FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, 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.

Edward Jones

> edwardjones.com | 800.829.5265

Think CDs are boring? That's the point

Bank-issued, FDIC-insured

4.05% Minimum deposit \$5000.00
1-year APY*

For those interested in a more conservative investment strategy, CDs guarantee the return of the full principal amount at maturity. Want to learn more? Get in touch today.



Bud Malik, AAMS®
Financial Advisor
1014 South 14th Street
Kingsville, TX 78363
361-592-2678

*Annual Percentage Yield (APY) effective 09/22/2022. CDs offered by Edward Jones are bank-issued and FDIC-insured up to \$250,000 (principal and interest accrued but not yet paid) per depositor, per insured depository institution, for each account ownership category. Please visit www.edwardjones.com or contact your financial advisor for additional information. Subject to availability and price change. CD values are subject to interest rate risk such that when interest rates rise, the prices of CDs can decrease. If CDs are sold prior to maturity, the investor can lose principal value. FDIC insurance does not cover losses in market value. Early withdrawal may not be permitted. Yields quoted are net of all commissions. CDs require the distribution of interest and do not allow interest to compound. CDs offered through Edward Jones are issued by banks and are not nationwide. All CDs sold by Edward Jones are registered with the Depository Trust Corp. (DTC).

Kingsville TRASH-OFF

The City of Kingsville will be hosting a TRASH-OFF
Citizens can dump their trash for FREE!

Sat., Oct. 29, 2022, from 8:30 am - 12:00 pm

WEATHER PERMITTING

LOCATED AT 6TH & EAST AVE B

TWO BLOCKS NORTH OF KLEBERG ELEMENTARY SCHOOL

YOU MUST PROVIDE PROOF OF RESIDENCY AND UTILITY BILL

Contact Code Compliance for more info @ 361-695-8003

No Contractors allowed! Kingsville Residents Only!

We will Accept:

*Appliances

(no refrigerators or freezers)

*Brush

*Furniture

*Tires (8 per vehicle)

Only a limited number of items

We Will NOT Accept:

*Hazardous Waste

*Refrigerators or Freezers

*Refrigerators or Freezers

*Refrigerators or Freezers

*Refrigerators or Freezers

*Refrigerators or Freezers



PUBLIC HEARING NOTICE

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Lupe Alvarez owner/applicant, requesting the rezoning of Vista Alegre, BLOCK 2 LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services).

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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Lupe Alvarez owner/applicant, requesting the rezoning of Vista Alegre, BLOCK 2 LOTS 3 & 4, also known as 1405 East Henrietta, Kingsville, Texas from R1 (Single Family) to C1 (Neighborhood Services).

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.

Phyllishia Lopez appointed County Extension Agent for Kleberg-Kenedy County

Kingsville, TX - Phyllishia Lopez has been named 4-H County Extension Agent for Kleberg-Kenedy County, effective Oct. 1, 2022, according to a joint announcement by Kleberg County Judge Rudy Madrid, Kenedy County Judge Charles Burns, Kleberg & Kenedy County Commissioners, and Dr. Ruben J. Saldaña, District Extension Administrator for Texas A&M AgriLife Extension, headquartered at the Texas A&M Research and Extension Center at Weslaco.

Lopez was an active FFA member and obtained her bachelor's degree in Animal Sciences from Texas A&M University - Kingsville. Ms. Lopez had the opportunity throughout college to intern with Texas A&M AgriLife Extension in Cameron County. She also worked in agriculture related jobs throughout her college years with Innovative Seed Solution in Bishop, Texas. Ms. Lopez did much research with sorghum crops and worked under her animal science professor with sheep.

In Kleberg-Kenedy County, Lopez will serve as the County Extension Agent with responsibilities for 4-H Youth Development. She will also be responsible for providing leadership and management for the Kleberg-Kenedy County 4-H program cooperatively with 4-H volunteers and leaders. Lopez's responsibilities will be to work with the youth, community-based organizations, Extension committees, and local citizens to identify youth issues of relevance to Kleberg-Kenedy County and provide educational responses to address those issues in measurable ways.

The Kleberg-Kenedy County Extension Office is part of Texas A&M AgriLife Extension, an agency of the Texas A&M University System. Local Extension programs extend university resources



Phyllishia Lopez

to residents by providing practical information, training, and technical assistance in four broad program areas: Agriculture and Natural Resources, Family & Consumer Sciences, 4-H & Youth Development, and Community & Economic Development. Texas Cooperative Extension is a cooperative effort between the United States Department of Agriculture, the State of Texas, and the Kleberg-Kenedy County Commissioners' Court.

City of Kingsville Department lists food establishment scores

By TERRY FITZWATER
PUBLISHER

the Kings Inn and the Kwik Pantry on West Central all came in with perfect 100s.

A record 10 establishments just missed perfect 100s, coming in with 99s.

Food Establishments that scored 99 included the Ricardo ISO, the Bafin Day Seafood Company, Christus Kleberg Cafe, El Campo Game Processing, Superette, Chills, CVS, Javella Campus Store and Arby's.

There was only one

place that got a 98, Rock's Discount Vitamins and More.

Four businesses were next in line, as the Riviera Burger King, Spice Station, TAMUK-Catering and TAMUK-Subway all finished at 97.

TAMUK-Pizza Hut came in with a 95, followed by Casa de Tacos at 92.

Chop Six was the last of the "A" establishments during the inspection period, finishing with a 90.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 19, 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:

Beverly Gant, applicant, requesting a Special Use Permit for Childcare in home in R1 (Single Family) at FORREST PARK 1, BLOCK 2, LOT 20 also known as 803 Inez, 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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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.

ORDINANCE NO. 2022-_____

AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR DAYCARE USE IN R1 (SINGLE FAMILY DISTRICT) AT 803 INEZ, KINGSVILLE, TEXAS, ALSO KNOWN AS FORREST PARK 1, BLOCK 2, LOT 20; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the Planning & Zoning Commission has forwarded to the City Commission it's reports and recommendations concerning the application of Beverly Gant, property owner/ applicant, for amendment to the zoning map of the City of Kingsville;

WHEREAS, the property is currently zoned R1-Single Family Residential District and it is desired for the area to be used as a residence and a daycare facility;

WHEREAS, the City Code of Ordinances, Chapter XV-Land Usage, Appendix A- Land Use Categories states that in R1 a special use permit is required to have a day nursery or kinder (day care facility); and

WHEREAS, the City of Kingsville Code of Ordinances section 15-6-142 regulates special use permits; and

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, October 19, 2022, during a meeting of the Planning & Zoning Commission, and on Monday, October 19, 2022, during a meeting of the City Commission, in the Helen Kleberg Groves Community Room/Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning & Zoning Commission voted 4-1 to APPROVE, with no abstentions, the requested special use permit; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a Daycare Facility on the premises known as 803 Inez, Kingsville, Texas, (Forrest Park 1, Block 2, Lot 20), as more specifically describe on site plan attached as Exhibit A.

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

1. **ALLOWED USE:** The only uses authorized by this Special Permit other than the permitted "R1" Single Family District uses is as a Daycare Facility.

2. **STATE LICENSE:** The premises or operator be licensed or registered by the State of Texas to have a Daycare Facility.

3. **TIME LIMIT:** This Special Permit is good for the duration of the business from the date of this ordinance unless the property is not being used for the purpose outlined in Condition 1 or any other conditions have not been complied with.

4. **SPECIAL CONDITION:** The applicant shall obtain all required background checks, business licenses and cooperation with all annual fire safety, health, and sanitation inspections, as required by the Department of Family and Protective Services and the City of Kingsville, and any other laws or regulations regarding such business in order to maintain compliance with state and city regulations for the daycare facility.

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

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

SECTION 5. That to the extent that this amendment to the Zoning Ordinance represents a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

SECTION 6. That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

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

INTRODUCED on this the 24th day of October, 2022.

PASSED AND APPROVED on this the 14th day of November, 2022.

Effective Date: _____, 2022

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

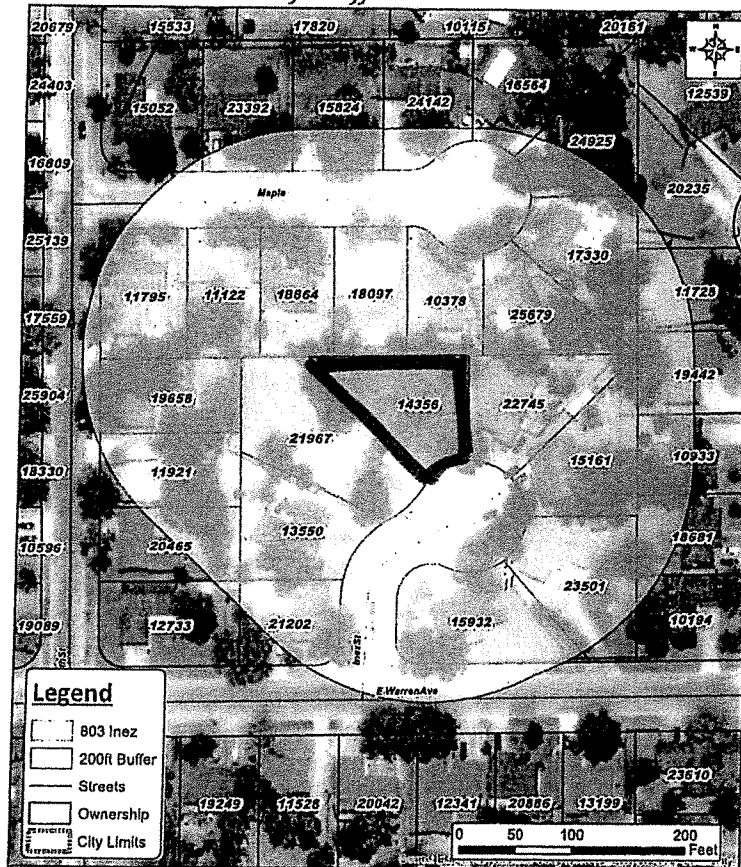
ATTEST:


Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

200ft Buffer at 803 Inez



<small>IN 11/20/2022</small>	Drawn By: G. AMAYA	<small>DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN MISSTATEMENTS 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.</small>		CITY OF KINGSVILLE ENGINEERING DEPARTMENT <small>400 W King Ave, Kingsville, TX 78363 Office: (361) 595-4907 Fax: (361) 595-4004</small>
	Last Update: 9/23/2022 Note: Please see attached documents.			

AGENDA ITEM #3

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 4, 2022

SUBJECT: FY2022 Patrick Leahy Bulletproof Vest Partnership Grant (Update from May 3, 2022)

Summary:

The Kingsville Police Department applied for the FY2022 Bulletproof Vest Partnership Grant and is receipt of funds thru this 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 \$1193.80 per unit. Excluding additional items such as additional carriers for additional magazines etc.

We applied to replace 10 units in FY22 due to turnover in staffing as well as replacing older vests. The cost to replace the vests is \$11,993.60. The maximum allowable funding from BVP is 50% of the cost or \$5,996.80 which has been awarded to the department as of August 31st, 2022.

We also request the rollover of the amount of \$1,598.86 previously awarded for FY2021 and is available for our use until 8/32/2023. The 50% covered by the grant left is \$799.43.

The total amount for a budget amendment will be : \$13,592.46 with a 50% cash match in the amount of \$6,796.23.

Recommendation:

We request a budget amendment to expend this grant by the Chief of Police.



City of Kingsville
Police Department

STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red !'s indicate your attention is needed in order to complete a task for action.

CURRENT ACTIVITY STATUS

Application ☒ Approved by BVP [View Details](#)

CURRENT PAYMENT REQUESTS

ATTN	Created Date	Total Amount Requested ⇅	Current Status ⇅	Status Date	Funding Type	Action
	08/18/2022	\$4,209.01	Sent for BVP Approval	08/18/2022	Regular Fund	View Details
	07/28/2022	\$1,175.42	Sent for BVP Approval	07/28/2022	Regular Fund	View Details

AVAILABLE AWARDS

ATTN	Fiscal Year ⇅	Award Amount ⇅	Total Paid ⇅	Total Requests ⇅	Eligible Balance ⇅	Expiration Date
	2020	\$4,585.00	\$0.00	\$4,585.00	\$0.00	10/14/2022
!	2021	\$5,000.00	\$0.00	\$799.43	\$4,200.57	08/31/2023
	2022	\$5,996.80	\$0.00	\$0.00	\$5,996.80	08/31/2024



ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS FROM THE 2022 PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP GRANT.

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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#01

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
FUND 001 General Fund					
<u>Expenditures - 5</u>					
6900	Transfers	Transfer to Fund 108	80108	\$6,796.23	
Fund 108 – Patrick Leahy BPV Grant					
<u>Revenues – 4</u>					
0000	Non Dept	Federal Grants	72005	\$6,796.23	
0000	Non Dept	Transfer From Fund 001	75001	\$6,796.23	
<u>Expenditures - 5</u>					
2100	Police	Uniforms	21200	\$13,592.46	

[To amend the City of Kingsville FY 22-23 budget to accept and expend grant funds from the 2022 Patrick Leahy Grant. Funding will be split 50% from the grant and 50% from the unappropriated fund balance of General Fund.]

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 24th day of October 2022.

PASSED AND APPROVED on this the _____ day of _____, 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
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 12, 2022

SUBJECT: (**Update**) 2023 Local Border Security Program (LBSP)

Summary:

The Kingsville Police Department has been invited to participate in the 2023 Local Border Security Program (LBSP). The grant period is from 09/01/2022 to 08/31/2023. ***Grant funds in the amount of \$78,000.00 have been awarded.***

Background:

The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

1. Increase the effectiveness and impact of Steady State and Surge Operations.
2. Reduce border-related criminal activity in Texas.
3. Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4. Decrease the supply of drugs smuggled into and through Texas from Mexico.
5. Disrupt and deter operations of gang and cartel criminal organizations.
6. Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7. Decrease use of specific areas for crime as targeted in directed action missions.
8. Increase the effectiveness of air operations mission planning and prioritization.
9. Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Protection (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.



**City of Kingsville
Police Department**

10. Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
11. Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
12. Increase intelligence-based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Financial Impact:

The grant for "Operation Border Star" is a reimbursement type but does not require any cash match. We are requesting funds to cover personnel costs, fuel and equipment.

Recommendation:

We request a budget amendment so that we can begin to spend the \$78,000.00 grant award.
Please place this on the next available agenda. Thank you for your assistance regarding this matter.



Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2994108	Award Amount:	\$78,000.00
Date Awarded:	10/6/2022	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2022 - 08/31/2023	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2023	Grantee GPI:	\$0.00
Program Fund:	BL-Local Border Security Program (LBSP)	Total Project Cost:	\$78,000.00
Grantee Name:	Kingsville, City of		
Project Title:	Local Border Security Program		
Grant Manager:	Lynne Crow		
Unique Entity Identifier (UEI):	MYHPJ4MJZCL4		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2023-BL-ST-0016
Total Federal Award/State Funds Appropriated:	\$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS FROM THE 2023 LOCAL BORDER SECURITY PROGRAM (LBSP).

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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#02

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 017 – Local Borderstar Security Program (LBSP)					
<u>Revenues – 4</u>					
2100	Police	State Grants	72010	\$78,000	
<u>Expenditures - 5</u>					
2100	Police	Overtime-Border Star	11201	\$78,000	

[To amend the City of Kingsville FY 22-23 budget to accept and expend grant funds from the 2023 Local Border Security Program Grant. Funding will come from the grant award.]

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 24th day of October 2022.

PASSED AND APPROVED on this the _____ day of _____, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #5

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 13, 2022

SUBJECT: Budget Amendment for Training & Travel

Summary:

The Kingsville Police Department is in receipt of checks from Del Mar Police Academy for \$11,124.00 and a check for \$8,843.00 for attendees of the Del Mar Regional Police Academy

Background:

The citizens of the City of Kingsville adopted Local Government Code, Title 5. Matters Affecting Public Officers and Employees, Subtitle A. Municipal Officers and Employees, Chapter 143. Municipal Civil Service for Firefighters and Police Officers, Subchapter A. General Provisions. The hiring process allows for candidates to be hired without being certified police officers. These officers must be sent to attend the now over 800 hour Del Mar Regional Police Academy at a cost of \$3,281.00 for tuition only. The city also provides books, academy uniforms, as well as transportation to and from the academy. Kingsville PD currently has ten (10) openings that we are trying to fill.

Financial Impact:

We are currently budgeted \$9,000.00 for the cost of sending cadets thru the Del Mar Regional Police Academy. Our department needs the re-imbursement funds in the amount of \$19,967.00 to help cover the cost of potential police officers attending the police academy.

Recommendation:

We request a budget amendment to use the funds reimbursed to the city, in the amount of \$19,967.00, for costs related to the training of cadets sent to the Del Mar Regional Police Academy.



ORDINANCE NO. 2022-_____

**AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE
ADDITIONAL POLICE ACADEMY TRAINING 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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#04

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures - 5</u>					
2102	Patrol	Training & Travel-Academy	31613	\$19,967	

[To amend the City of Kingsville FY 22-23 budget to appropriate additional police academy training costs. Del Mar College received grant funding from the COG and provided reimbursements to the City for FY 21-22 academy attendees that we were not expecting. Funding for this request is covered by the reimbursements which increased the unappropriated fund balance for General Fund.]

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 24th day of October 2022.

PASSED AND APPROVED on this the _____ day of _____, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #6

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: February 9, 2022
Updated October 17, 2022

SUBJECT: FY2022 Operation Lone Star Grant Program (OLS)

Summary:

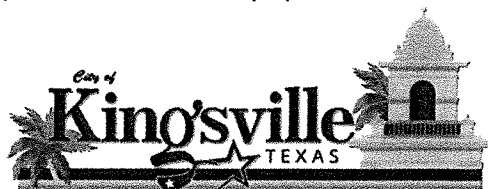
The Kingsville Police Department requested a resolution to apply for and if awarded to accept and expend FY2022 Operation Lone Star Grant Program (OLS) funds. Funds in the amount of \$248,696.03 have been awarded to the Kingsville Police Department.

Background:

The purpose of the program is to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity and detain non-citizen inmates. Program participants shall assist in the execution of coordinated border security operations in an effort to:

Law Enforcement

1. Increase the effectiveness and impact of Operation Lone Star.
2. Reduce border-related criminal activity in Texas.
3. Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4. Decrease the supply of drugs smuggled into and through Texas from Mexico.
5. Disrupt and deter operations of gang and cartel criminal organizations.
6. Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7. decreased use of specific areas for crime as targeted in directed action missions.
8. Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
9. Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
10. Increase coordination between local and state law enforcement agencies in planning, execution, and analysis of border security operations



**City of Kingsville
Police Department**

Financial Impact:

Funding in the amount of \$248,696.03 has been awarded to provide equipment and supplies in support of Operation Lone Star activities. We are in receipt of \$235,500.65 in funds that were reimbursed for equipment and have \$13,195.38 left to spend on this budget.

We had originally planned to purchase a radio repeater for use in our Lenco Bearcat. After having a discussion with our radio systems vendor we came to a consensus that the equipment was not as robust as what we had thought and would not be a good fit for our needs. We are currently slowly replacing all of our radio equipment with PHASE II compatible radios that have multi-band capabilities. Therefore I am requesting a budget amendment to purchase (3) three XL200 Harris Multi band radios.

The grant for "Operation Lone Star" is a reimbursement type and does not require any cash match.

Recommendation:

The City of Kingsville Commission approve the budget amendment so that we can expend the grant funds awarded under this grant with our budget recommendation.

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

*****NOT FOR PUBLIC RELEASE*****



**City of Kingsville
Police Department**

BUDGET BREAKDOWN FOR EQUIPMENT THAT WAS AWARDED

Equipment	\$248,696.03	\$0.00	\$0.00	\$0.00	\$248,696.03	
OOG-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	
Surveillance Equipment and Accessories	\$87,900.00	\$0.00	\$0.00	\$0.00	\$87,900.00	
Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
Nighthawk - HBI XP Handheld Backscatter Device 140 KeV Source Wide Area Detectors with Lead Identification 3 day domestic shipping and handlin	\$87,900.00	\$0.00	\$0.00	\$0.00	\$87,900.00	2
Receiver / Transmitter Unit	\$13,026.70	\$0.00	\$0.00	\$0.00	\$13,026.70	
Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
Mobile, XG-75M/M7300, 764-870 MHZ, HALF DPLX VRS730 P25 VEHICULAR REPEATER, 700/800 MHZ FEATURE PACKAGE P25 TRUNKING FEATURE PACKAGE, P 25 PHASE 2, TDMA FEATURE, 256-AES, 64-DES ECP ENCRYPTION FEATURE, SINGLE-KEY-DES-ENCRYPTION FEATURE, SINGLE-KEY AES ENCRYPTION CONTROL UNIT, CH-721, SYSTEM, REMOTE MOUNT ACCESSORIES, XG-75M/M7300 REMOTE MOUNT KIT, INSTALLATION, VRS, 502 AND BELOW VRM MICROPHONE, STANDARD, CH-721 CONTROL UNIT ANTENNA, BASE, THICK ROOF MOUNT LOW LOSS ANTENNA, ELEMENT, 700/800 2dB LOW PROVILLE FILETER, 800 MHZ (VRM) FILTER, VRM, 700 MHZ SHIPPING VEHICLE REAPTER INSTALLATION	\$13,026.70	\$0.00	\$0.00	\$0.00	\$13,026.70	1
Night Vision Unit and Accessories	\$114,444.00	\$0.00	\$0.00	\$0.00	\$114,444.00	
Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
TNVC TNV/DTNV Standard Gen3 Dual Tube Night Vision Device - L3Harris Unfilmed White Phosphor, Black Wilcox L4 G24 Mount w/Low Profile Breakaway Base -Black P/N:28300G24-B TNC Mohawk Mk1 (Gen2) Counterweight System (Battery Tray) -Ranger Green TNVC Helmet Weights for Mohawk 1 (Gen2) TNVC Mohawk Mk1 (Gen2) Counterweight System-Ranger Green (Battery Tray + 4 Weights)	\$114,444.00	\$0.00	\$0.00	\$0.00	\$114,444.00	12
Specialty Camera and Accessories (e.g., video observation, pole cams, towers, etc.)	\$33,325.33	\$0.00	\$0.00	\$0.00	\$33,325.33	
Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
QTY 4 Part No. FVVS680 FVVS680 FreedomView Videoscope Kit Specifications: 6.0mm diameter x2 Meter (80"0 Shaft length 360" Joystick Control with 110" Articulating Tip 3.7" LCD Touchscreen Display Tungsten Braid Sheathing Integrated LED Lightsource Captures Still Images & Streams Video UL Approved for Class 1, Division II Hazardous Location Inspections Included in this kit are the following items: Videoscope in Carrying Case 2 Lithium Ion Batteries, AC Power Supply, Battery Charger 12V DC Power Cord USB to PC Streaming Software USB Cable 2.0 - 6' 8MG SD Card Window Wedge as Tank Opener' Guide Tube Sun Visor Instruction Manual	\$33,325.33	\$0.00	\$0.00	\$0.00	\$33,325.33	4

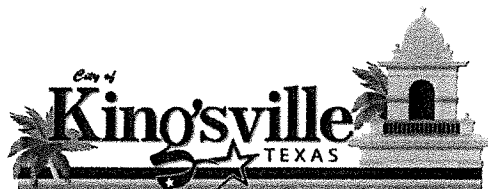
*****NOT FOR PUBLIC RELEASE*****



**City of Kingsville
Police Department**

**BUDGET BREAKDOWN FOR EQUIPMENT THAT WAS AWARDED ALONG WITH REQUESTED
ADJUSTMENT**

OOG-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	
<input checked="" type="checkbox"/> Radio and Accessories	\$13,026.70	\$0.00	\$0.00	\$0.00	\$13,026.70	
Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
CL-200P PORTABLE 764-870 MHZ, 700/800 MHZ FEATURE PACKAGE P25 TRUNKING FEATURE PACKAGE, P 25 PHASE 2, TDMA FEATURE, ACCESSORIES, ANTENNA, FLEX HELICAL, 136-870 MHZ, LI-ION 3100 MAH BATTERY 1-BAY CHARGER. \$4,395.60 PER UNIT	\$13,026.70	\$0.00	\$0.00	\$0.00	\$13,026.70	3
<input checked="" type="checkbox"/> Surveillance Equipment and Accessories	\$87,900.00	\$0.00	\$0.00	\$0.00	\$87,900.00	
Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
Lighthawk - HBI XP Handheld Backscatter Device 140 KeV Source Wide Area Detectors with Lead Identification 3 day domestic shipping and handling	\$87,900.00	\$0.00	\$0.00	\$0.00	\$87,900.00	2
<input checked="" type="checkbox"/> Night Vision Unit and Accessories	\$114,444.00	\$0.00	\$0.00	\$0.00	\$114,444.00	
Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
TNVC TNV/DTNV Standard Gen3 Dual Tube Night Vision Device - L3Harris Infilm White Phosphor, Black Wilcox L4 G24 Mount w/Low Profile Breakaway Base -Black P/N:28300G24-B TNC Mohawk Mk1 (Gen2) Counterweight System (Battery Tray) -Ranger Green TNVC Helmet Weights or Mohawk 1 (Gen2) TNVC Mohawk Mk1 (Gen2) Counterweight System-Ranger Green (Battery Tray + 4 Weights)	\$114,444.00	\$0.00	\$0.00	\$0.00	\$114,444.00	12
<input checked="" type="checkbox"/> Specialty Camera and Accessories (e.g., video observation, pole cams, towers, etc.)	\$33,325.33	\$0.00	\$0.00	\$0.00	\$33,325.33	
Grantee-Defined Line Item	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	Qty / % of Salary
ITY 4 Part No. FVVS680 FVVS680 FreedomView Videoscope Kit Specifications: 1.0mm diameter x2 Meter (80"0 Shaft length 360" Joystick Control with 110" articulating Tip 3.7" LCD Touchscreen Display Tungsten Braid Sheathing Integrated LED Lightsource Captures Still Images & Streams Video UL approved for Class 1, Division II Hazardous Location Inspections Included in this kit are the following items: Videoscope in Carrying Case 2 Lithium Ion batteries, AC Power Supply, Battery Charger 12V DC Power Cord USB to PC Streaming Software USB Cable 2.0 - 6' 8MG SD Card Window Wedge as Tank Opener' Guide Tube Sun Visor Instruction Manual	\$33,325.33	\$0.00	\$0.00	\$0.00	\$33,325.33	4



DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219



DAILEY-WELLS

To: Ricardo Torres Police Chief
For: City of Kingsville
Phone: (361)592-4311
Date: September 14, 2022
email: chief@kingsvillepd.com

From: Edward Martinez
Major Accounts Representative
Dailey-Wells Communications
361-548-5660 Cell
210.893.6702 Fax
emartinez@dwcomm.com

XL-200P PORTABLE, 764-870MHZ, VHF,P25 Phase II

Item	Part #	Description	Qty.	Unit List	Disc. %	Unit Sale	Ext Sale
1	XL-PFM1M	PORTABLE, XL-200P, FULL, MIDNT BLK	3	\$3,160.00	26%	\$ 2,338.40	\$ 7,015.20
2	XL-PL4L	FEATURE, SINGLE BAND, 7/800	3	\$0.01	100%	-	-
3	YRXL-PL4J	TAC FEATURE, VHF BAND, 136-174MHZ	3	\$500.00	26%	\$ 370.00	\$ 1,110.00
4	XL-PKGPT	FEATURE PACKAGE, P25 TRUNKING	3	\$1,600.00	26%	\$ 1,184.00	\$ 3,552.00
5	XL-PL4F	FEATURE, P25 PHASE 2, TDMA	3	\$250.00	26%	\$ 185.00	\$ 555.00
6	XL-NC5Z	ANTENNA, FLEX, HELICAL, 136-870 MHZ	3	\$110.00	26%	\$ 81.40	\$ 244.20
7	XL-PA3V	BATTERY, LI-ION, 3100 MAH	3	\$150.00	26%	\$ 111.00	\$ 333.00
8	XL-CH6A	CHARGER, 1-BAY	3	\$170.00	26%	\$ 125.80	\$ 377.40
TOTAL FOR RADIO PACKAGE:				\$5,940.01		\$ 4,395.60	
Extended Total						\$	13,186.80

Note: Radio Programming is not included in this quote

P.O

Bill to: City of Kingsville
PO Box 1458
Kingsville, TX 78364

Ship to: Kingsville Police Department
1700 E King
Kingsville, TX 78363
Attn: Chief Rick Torres

Terms: Net 30 Days
Shipping: Pre-Pay and add to the invoice.
Price valid until October 30, 2022

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE REMAINING GRANT FUNDS FROM THE 2022 OPERATION LONE STAR GRANT PROGRAM.

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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#07

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 059 – HS Operation Lone Star Grant					
<u>Revenues – 4</u>					
2100	Police	State Grants	72010	\$13,195.38	
<u>Expenditures - 5</u>					
2100	Police	Machinery & Equipment	71200	\$13,195.38	

[To amend the City of Kingsville FY 22-23 budget to appropriate the remaining grant funds from the 2022 Operation Lone Star Grant Program. Funding will come from the grant award.]

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 24th day of October 2022.

PASSED AND APPROVED on this the _____ day of _____, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #7

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ROLL OVER THE GOLF COURSE REMAINING 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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#03

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues – 4</u>					
4502	Golf Course	Contribution-County	58002	\$129,760	
<u>Expenditures - 5</u>					
4502	Golf Course	Golf Course Greens Project	71215	\$259,500	

[To amend the City of Kingsville FY 22-23 budget to roll over the Golf Course remaining greens project. 50% of the Funding will be from the County and 50% of the funding will come from the unappropriated fund balance of General Fund.]

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 24th day of October 2022.

PASSED AND APPROVED on this the ____ day of _____, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #8

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: November 19, 2022

SUBJECT: Request to roll end of year purchase orders for items ordered in FY 21-22 that are expected to be received in FY 22-23.

Summary:

At the end of each fiscal year, there are outstanding purchase orders that have been created and sent to vendors and due to various reasons, they remain outstanding.

Background:

All purchase orders that remain outstanding at the end of the fiscal year, are reviewed to determine if the products are on order but have not been received or the project has been started, but not yet completed. If there are purchase orders in that state, the purchase order must be rolled, and the associated budget must be rolled to cover the expenditure. During the budget process, it is not always known if items or projects are going to be received or completed by September 30, 2022. If allowances have not been made for this expenditure in the following fiscal year budget, a budget amendment must be submitted to cover the expenditure.

Financial Impact:

Rolled purchase orders will decrease the unappropriated fund balance of the corresponding fund by the following amounts:

- General Fund 001 – \$9,264.49
- PD Seizure Fund 005 - \$918.00
- Utility Fund Capital Projects Fund 054 - \$101,765.00
- CO Series 2011 Fund 066 - \$31,232.25
- Landfill Closure Fund 090 - \$37,000.00
- Texas Parks & Wildlife Grant Fund 094 - \$525.00
- Tax Note Series 2021 Fund 115 - \$491,016.20
- GF ARP Fund 121 - \$337,439.25
- Ed Rachal Grant Fund 124 - \$1,999.00



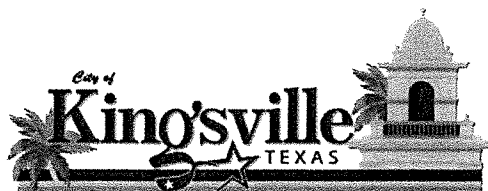
**City of Kingsville
Finance Department**

- UF ARP Fund 125 - \$34,082.48
- GF Tax Note Series 2022 Fund 126 - \$29,685.75
- UF Tax Note Series 2022 - \$92,780.90
- Total - \$1,167,708.32

Failure to roll the budgets for the rolled purchase orders will require current FY 22-23 budget appropriations to cover these costs and may result in shortages in current needs. The prior fiscal year's appropriations included these amounts and dropped to fund balance at the end of FY 21-22.

Recommendation:

Staff recommends the approval of the budget amendment for the rolled purchase orders.



ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-23 BUDGET TO APPROPRIATE FUNDING FOR THE CARRY-OVER PURCHASE ORDERS THAT WERE ORDERED OR STARTED LAST FISCAL YEAR AND WILL BE RECEIVED OR COMPLETED THIS FISCAL YEAR.

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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#06

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
FUND 001 General Fund					
Expenditures - 5					
1805	Facilities	Building Maintenance	51100	\$779.49	
1805	Facilities	Building Maintenance	51100	\$1,185.00	
1805	Facilities	Bldg Maint-City Hall	51103	\$1,160.00	
4503	Park Maint	Grounds & Perm Fixt	59100	\$6,140.00	
Fund 005 – PD Seizure Fund					
2100	Police	Educational Supplies	22501	\$918.00	
Fund 054 – Utility Fund Capital Projects					
6002	Water Product	Utility Plant	54300	\$101,765.00	
Fund 066 – CO Series 2011					
6002	Water Product	Vehicle	71100	\$31,232.25	
Fund 090 – Landfill Closure					
1703	Landfill	Professional Services	31400	\$37,000.00	
Fund 094 – Texas Parks & Wildlife Grant					
4503	Park Maint	Grounds & Perm Fixt	59100	\$525.00	
Fund 115 – Tax Notes Series 2021					
1702	Sanitation	Machinery & Equipment	71200	\$257,107.20	
2102	Police	Equipment Maintenance	71100	\$163,587.00	
2200	Fire	Equipment Maintenance	71100	\$70,322.00	
Fund 121 – GF ARP Funding					

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
121	Police	Computers & Assoc Eq	22600	\$33,780.72	
121	Police	Building	71300	\$75,000.00	
121	Golf Course	Equipment	71200	\$228,658.53	
Fund 124 – Ed Rachael Foundation Grant					
2102	Police	Minor Equipment	21700	\$1,999.00	
Fund 125 – UF ARP Funding					
7001	Wastewater	Professional Services	31400	\$34,082.48	
Fund 126 – GF Tax Note Series 2022					
1602	Code Comp	Vehicle	71100	\$29,685.75	
Fund 127 – UF Tax Note Series 2022					
6101	Grounds Maint	Machinery & Equipment	71200	\$92,780.90	
		Total Rollover PO's		\$1,167,708.32	

[To amend the City of Kingsville FY 22-23 Budget to appropriate funding for carry-over purchase orders which include the following:

• 09-221204 – Pediatric AED Pads	\$ 779.79
• 05-221798 – Generator Service Agreements	\$ 2,345.00
• 19-210607 – Wood Fiber for Park Playground	\$ 6,140.00
• 04-221983 – Educational Drug Supplies	\$ 918.00
• 02-222314 – Water Well #23 Rehab	\$ 101,765.00
• 13-220339 – New Truck for Water Production	\$ 31,232.25
• 01-222380 – Geotextile Installation at Landfill	\$ 37,000.00
• 17-211037 – TDLR Registration & Inspection-Grant	\$ 525.00
• 16-212332 – 2023 Freightliner Side Loader	\$ 257,107.20
• 18-210769 – Police Vehicles	\$ 163,587.00
• 15-220104 – Fire Dept Command Vehicle	\$ 70,322.00
• 12-221071 – PD Dispatch Station	\$ 33,780.72
• 08-221435 – PD Roof Project	\$ 75,000.00
• 11-221096 – Golf Course Equipment	\$ 228,658.53
• 03-222208 – PepperBall VK5 New Cust Package	\$ 1,999.00
• 06-221655 – Soil Samples for WWTP Evaluations	\$ 34,082.48
• 14-220336 – Truck for Code Compliance	\$ 29,685.75
• 07-221559 – Slope Mower Repairs	\$ 92,780.90
Total Rollover PO's	\$1,167,708.32

Funds will come the unappropriated fund balance in the associated funds.]

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 24th day of November 2022.

PASSED AND APPROVED on this the 14th day of November, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #9

City of Kingsville Fire Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Juan J. Adame, Fire Chief

DATE: October 27, 2022

SUBJECT: Coastal Bend Council of Governments (COG)— Master Mutual Aid Agreement

Summary:

The Kingsville Fire Department is requesting to renew the Master Mutual Aid Agreement between the Coastal Bend Council of Governments and the City of Kingsville for the purposes of providing support to the region and to better respond to emergency incidents.

Background:

The Parties recognize the vulnerability of the people and communities located within the region to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural disasters, all capable of causing severe damage to property and danger to life; and

Financial Impact:

A Responding Party is authorized to request reimbursement from the Requesting Party for reasonable costs incurred pursuant to this agreement in furnishing disaster assistance.

Recommendation:

Our recommendation is that the Commission renew the Mutual Aid Agreement. It is also expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act of 1975" and other applicable provisions of law.

RESOLUTION #2022-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE COASTAL BEND COUNCIL OF GOVERNMENTS MASTER AGREEMENT FOR MUTUAL AID.

WHEREAS, the City Commission of the City of Kingsville (City) finds it in the best interest of the citizens of Kingsville, that the City enter into the Coastal Bend Council of Governments (COG) Master Agreement for Mutual Aid (Agreement); and

WHEREAS, the COG members who participate in the agreement recognize that disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual party and desire to secure the benefits of mutual aid for such situation; and

WHEREAS, the City has authorized the City Manager to execute the Agreement; and

WHEREAS, there is no cost for participating in the Agreement, but if the parties to the Agreement later determine a party providing aid could invoice the party requesting aid.

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

I.

THAT the City Commission of the City of Kingsville authorizes the City Manager to execute the Coastal Bend Council of Governments Master Agreement for Mutual Aid.

II.

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

PASSED AND APPROVED by a majority vote of the City Commission the 14th day of November, 2022.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

MASTER AGREEMENT FOR MUTUAL AID
COASTAL BEND COUNCIL OF GOVERNMENTS

AND

THE CITY OF KINGSVILLE, TEXAS

This Master Agreement for Mutual Aid (this "Agreement") is by and between participating members of the Coastal Bend Council of Governments (the "COG").

WHEREAS, the Parties recognize the vulnerability of the people and communities located within the region to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party; and

The Parties must confront the threats to public health and safety posed by possible terrorist actions and weapons of mass destruction and other incidents of man-made origin, and the threats to public health and safety from natural disasters, all capable of causing severe damage to property and danger to life; and

The Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such calamities; and

The governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of a Disaster and/or Civil Emergency; and

The Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to the authorizing resolution of the City Commission of the City of Kingsville; and

The Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and manpower is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of a Disaster or Civil Emergency and thus desire to enter into an agreement to provide Mutual Aid.

It is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act of 1975" and other applicable provisions of law.

1. Legal Authority. This Agreement is made pursuant to the authority of Chapters 418, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.

2. Scope of Agreement. (a) Each Party will endeavor to provide Disaster Assistance upon request from another Party. (The requesting Party is hereafter referred to as the "Requesting Party"; the requested Party as the "Responding Party").

"Disaster assistance" means provision of emergency management, police, fire, emergency medical, utility, street, debris removal, and other services, without limitation, during a Disaster.

"Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" does not include ordinary emergencies, such as, hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

(b) In accordance with Section 362.002, Texas Local Government Code, law enforcement assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the requesting county, municipality, or port considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or port because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority.

3. Request for Assistance. The request for assistance will:

- a. be made only after a Declaration of Local Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- b. be made by the highest-ranking authority of Requesting Party available at the time of need,
- c. be made to the highest-ranking authority of the Responding Party available at the time of need, and
- d. specify to the greatest extent possible the nature of the problem requiring assistance and the resource/s requested.

Notwithstanding anything in this Agreement, the decision whether to respond in any particular situation or the level of response to be provided is at the sole discretion of the representative of the Responding Party making the decision. The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and the extent to which the Responding Party's resources are available and should be provided.

4. Incident Command. (a) The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be subject to the direction of the Incident Commander, unless the Incident Commander, based on all the facts and circumstances at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other reason. In order to realize maximum effectiveness, it is the intention of the Parties that the response be under unified command with the highest degree of coordination possible under the circumstances.

(b) Any Request for Assistance hereunder shall include a statement of the amount and type of equipment and number of personnel requested, shall specify the location to which the equipment and personnel are to be dispatched, and shall state the time period for which such equipment and personnel are requested. The Responding Party shall, in its sole discretion, determine what equipment and personnel are available to furnish the requested assistance.

(c) The Responding Party shall report to the Incident Commander at the location to which the equipment and personnel are dispatched.

(d) A Responding Party shall be released by the Requesting Party when the services of the Responding Entity are no longer required or when the officer in charge of the Responding party's forces determines, in the officer's sole discretion, that further assistance should not be provided.

5. Training Exercises. The Parties will endeavor to participate in joint training exercises and drills for emergency response situations which may result in a request under this Agreement.

6. Other Mutual Aid Agreements, Supplementary Agreements and Protocols. The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in Disaster response situations. Notwithstanding Section 23 below, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

7. Responsibility for Response Costs. A Responding Party is authorized to request reimbursement from the Requesting Party for reasonable costs incurred pursuant to this agreement in furnishing disaster assistance. The Requesting Party will make reimbursement when it is reasonably, fiscally able, but no later than 90 days after receipt of a claim for reimbursement, subject to paragraph 21. The COG Executive Director will determine what costs are reasonable in the event of a dispute regarding a request for reimbursement. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though

the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

8. Participation Notice. Each Party shall notify the COG Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.

9. Administrative Services. The COG agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and timely providing Parties with a current list of contact information for each Party.

10. Federal and State Participation. Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the COG Executive Director.

11. Inventory and Database. A current inventory and database of resources available to each Party for response under this Agreement shall be maintained by the COG and disbursed to the Parties on a timely basis, at least every six months. The COG will develop a form to facilitate Parties entry and updating of inventory and resource information, send reminders to Parties to update information, place inventory and resource information on its website, and take other actions reasonably necessary for the Parties to access current information.

12. Withdrawal. A Party may withdraw from this Agreement at any time by written notice to the COG Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding claims for reimbursement.

13. Not for Benefit of Third Parties. This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.

14. Exercise of Police Power. This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.

15. Immunity Not Waived. Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

16. Civil Liability to Third Parties. Each Responding Party will be responsible for any civil liability for its own actions in responding to a request for assistance, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.

17. No Liability of Parties to One Another. One Party may not be responsible and shall not be civilly liable to another for not responding, or for responding at a particular level of resources or in a particular manner. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party.

18. Amendments to Agreement. This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.

19. Captions. Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

20. Equipment and Personnel. During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.

21. Expending Funds. Each Party which performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

22. Term. This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 12 of this Agreement.

Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

23. Entirety. This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a Disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.

24. Interlocal Cooperation Act. The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.

25. Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

26. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

27. Warranty. The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

28. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Civil Practice & Remedies Code.

PARTICIPATION NOTICE

I hereby notify the Coastal Bend Council of Governments, for its notification to its members, that the City of Kingsville, TX has approved participation in the Master Agreement for Mutual Aid Coastal Bend Council of Governments, by lawful action of its governing body, a true copy of which is attached and incorporated herein.

FOR: City of Kingsville

FOR: Coastal Bend Council of Governments

Signature: _____

Signature: _____

Name: _____

Name: _____

Mark McLaughlin

Title: City Manager, City of Kingsville, TX

Title: _____

Date: _____

Date: _____

ATTEST:

Name: Mary Valenzuela

Title: City Secretary, City of Kingsville, TX

REGULAR AGENDA

AGENDA ITEM #10

ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF KINGSVILLE, TEXAS COMBINATION TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2022"; APPROVING THE TERMS OF A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; AND MAKING OTHER PROVISIONS REGARDING THE CERTIFICATES AND OTHER MATTERS RELATED THERETO

ORDINANCE NO. 2022-____

ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF KINGSVILLE, TEXAS COMBINATION TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2022”; APPROVING THE TERMS OF A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; AND MAKING OTHER PROVISIONS REGARDING THE CERTIFICATES AND OTHER MATTERS RELATED THERETO

WHEREAS, the City Commission of the City of Kingsville (the “Issuer” or the “City”) deems it advisable to issue Certificates of Obligation hereinafter described (the “Certificates”) for the purposes specified in Section 1 hereof;

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to the Certificate of Obligation Act of 1971, Section 271.041 et seq, Texas Local Government Code, as amended (the “Act”);

WHEREAS, the City Commission has heretofore, on September 12, 2022 passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates, which notice has been duly published in the *Kingsville Record*, which is a newspaper of general circulation in the City, in its issues of September 15, 2022, and September 22, 2022, the date of the publication being at least 45 days prior to the tentative date stated in the notice for passage of this Ordinance;

WHEREAS, the City has received no petition from the qualified electors of the City protesting the issuance of the Certificates; and

WHEREAS, it is hereby determined that the terms of the Certificates as hereafter provided are the most reasonably available and advantageous and are in the best interest of the City;

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

Section 1. Authorization of the Certificates. There is hereby authorized to be issued and delivered, a series of certificates of obligation of the City, to be known as “CITY OF KINGSVILLE, TEXAS COMBINATION TAX AND SUBORDINATE LIEN REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2022” (the “Certificates”), in the original aggregate principal amount of \$700,000 for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, purchasing, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, including: (1) drainage projects; and (2) the payment of contractual obligations for professional services in connection therewith (to-wit: consulting, engineering, financial advisory, and legal).

Section 2. Date, Denominations, Numbers, and Maturities of the Certificates. The Certificates shall be dated as of November 15, 2022 (the “Dated Date”) shall be in denominations of \$1,000 each or any integral multiple thereof, shall be numbered I-1 for the Initial Certificate and consecutively from R-1 upward for the definitive certificates and shall mature on August 1 in each of the years as provided below unless theretofore called for redemption prior to maturity in accordance with the provisions of the Form of the Certificates contained in Section 3 hereof, and the Certificates shall bear

interest at the rates per annum shown below from the initial date of delivery and payable on August 1, 2023 and on each February 1 and August 1 thereafter through the respective maturity date or earlier redemption, to wit:

Years of Stated Maturity	Principal Installment (\$)	Interest Rate (%)	Years of Stated Maturity	Principal Installment (\$)	Interest Rate (%)
<u>August 1</u>			<u>August 1</u>		
2023	14,000		2038	13,000	
2024	14,000		2039	13,000	
2025	14,000		2040	13,000	
2026	14,000		2041	13,000	
2027	14,000		2042	13,000	
2028	14,000		2043	13,000	
2029	14,000		2044	13,000	
2030	14,000		2045	13,000	
2031	13,000		2046	13,000	
2032	13,000		2047	13,000	
2033	13,000		2048	13,000	
2034	13,000		2049	13,000	
2035	13,000		2050	13,000	
2036	13,000		2051	13,000	
2037	13,000		2052	14,000	

Section 3. **General Characteristics and Form of the Certificates.** The Certificates shall be issued, shall be payable, may be redeemable prior to their scheduled maturities, shall have the characteristics, and shall be signed and executed (and the Certificates shall be sealed) all as provided and in the manner indicated in the form set forth below. The Form of the Certificates, the Form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be printed and manually endorsed on the Initial Certificate, the Form of the Authentication Certificate, and the Form of Assignment, which shall be, respectively, substantially as follows, with necessary and appropriate variations, omissions, and insertions as permitted or required by this Ordinance, and the definitions contained within each such form shall apply solely to such form:

FORM OF CERTIFICATES

[FORM OF DEFINITIVE CERTIFICATES]

United States of America
State of Texas

NUMBER
R- _____
REGISTERED

DENOMINATION
\$ _____
REGISTERED

CITY OF KINGSVILLE, TEXAS
COMBINATION TAX AND SUBORDINATE LIEN REVENUE
CERTIFICATE OF OBLIGATION, TAXABLE SERIES 2022

INTEREST	MATURITY	DATED	DELIVERY	
<u>RATE</u>	<u>DATE</u>	<u>DATE</u>	<u>DATE</u>	<u>CUSIP NO.</u>
____%	August 1, ____	November 15, 2022	December 15, 2022	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ (\$ _____)

THE CITY OF KINGSVILLE, TEXAS (the "Issuer" or the "City"), being a municipal corporation and a political subdivision of the State of Texas, promises to pay to the Registered Owner, specified above, or registered assigns (the "Registered Owner"), on the Maturity Date, specified above, upon presentation and surrender of this Certificate at the designated payment office of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Houston, Texas, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the Delivery Date, specified above. Interest on this Certificate is payable by check payable on August 1, 2023 and on each February 1 and August 1 thereafter, mailed to the Registered Owner of record as shown on the books of registration kept by the Paying Agent/Registrar, as of the date which is the 15th calendar day of the month next preceding the interest payment date (the "Record Date"), or in such other manner as may be acceptable to the Registered Owner and the Paying Agent/Registrar.

NOTWITHSTANDING ANY LANGUAGE IN THIS CERTIFICATE REFERRING TO INTEREST PAYMENTS BEING DUE, THE METHOD OF PAYMENT OF INTEREST, OR ANY OTHER LANGUAGE HEREIN TO THE CONTRARY, NO INTEREST WILL BE DUE ON THIS CERTIFICATE AS THE INTEREST RATE IS 0%.

THIS CERTIFICATE is one of a series of Certificates (the "Certificates") dated as of the Dated Date, of like designation, date, and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the authorizing ordinance adopted by the City Commission of the City on November 14, 2022 (the "Ordinance"), in the original aggregate principal amount of \$700,000 for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, purchasing, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, including: (1) drainage projects; and (2) the payment

of contractual obligations for professional services in connection therewith (to-wit: consulting, engineering, financial advisory, and legal).

THE CERTIFICATES are issued pursuant to the Ordinance whereunder the City Commission of the City covenants to levy a continuing, direct, annual ad valorem tax on taxable property within the City, within the limits prescribed by law, for each year while any part of the Certificates are considered outstanding under the provisions of the Ordinance, in a sufficient amount to pay interest on each Certificate as it becomes due, to provide a sinking fund for the payment of the principal of the Certificates when due, and to pay the expenses of assessing and collecting such tax, and this Certificate is additionally secured by and payable from a subordinate pledge of certain "Net Revenues" of the Issuer's Waterworks and Sewer System (the "System"), which amount is payable from the revenues remaining after payment of all operation and maintenance expenses of the System, and all debt service, reserve, and other requirements in connection with all of the Issuer's revenue bonds or other obligations (now or hereafter outstanding) which are payable from all or any part of the "Net Revenues" of the System. Reference is hereby made to the Ordinance for provisions with respect to the custody and application of the City's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Registered Owner. By acceptance of this Certificate, the Registered Owner consents to all of the provisions of the Ordinance, a certified copy of which is on file in the office of the City Secretary.

THE CITY RESERVES THE RIGHT to redeem all or a portion of the Certificates on any date. Such optional redemption shall be at a redemption price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the particular Certificates to be redeemed shall be selected by the Paying Agent/Registrar in integral multiples of \$1,000 within any one maturity. At least 45 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity, a written notice of such redemption shall be given by the City to the Paying Agent/Registrar, and the Paying Agent/Registrar shall send a copy of such notice at least 30 days prior to the date fixed for redemption by United States mail, first-class postage prepaid, addressed to the Registered Owner of each Certificate to be redeemed in whole or in part at the address shown on the Registration Books; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption, and redeemed Certificates shall no longer be regarded as outstanding except for the right of the Registered Owner or Registered Owners thereof to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

NOT LESS THAN 30 DAYS prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the registered owners of the Certificates to be redeemed, in whole or in part, at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given, the Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificate or portion thereof shall cease to accrue. When Certificates or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so

redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

While the Texas Water Development Board ("TWDB") is the Owner of the Certificates, the principal or redemption price of the Certificates shall be payable by wire transfer without exchange or collection charges. Otherwise, principal or redemption price of the Certificates shall be payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender, as they respectively become due and payable, at the principal trust office of the Paying Agent/Registrar. As long as TWDB is the Owner of the Certificates, the interest on each Certificate shall be payable by wire transfer without exchange or collection charges dated as of the interest payment date. Otherwise, interest on each Certificate shall be payable in any coin or currency of the United States of America mailed by the Paying Agent/Registrar on or before each interest payment date to the Owner of record as of the Record Date.

THIS CERTIFICATE IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If this Certificate is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner, or his authorized representative, subject to the terms and conditions of the Ordinance. If this Certificate is being exchanged, it shall be in the principal amount of \$1,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance. The Registered Owner of this Certificate shall be deemed and treated by the City and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate to the extent of such payment, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners.

IT IS HEREBY CERTIFIED, COVENANTED, AND REPRESENTED that all acts, conditions, and things necessary to be done precedent to the issuance of the Certificates in order to render the same legal, valid, and binding obligations of the City have happened and have been accomplished and performed in regular and due time, form, and manner, as required by law; that provision has been made for the payment of the principal of and interest on the Certificates by the levy of a continuing, direct, annual ad valorem tax upon all taxable property within the City, within the limit prescribed by law, and from the above described pledge of the Net Revenues of the System; and that issuance of the Certificates does not exceed any constitutional or statutory limitation.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner and the City.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and the official seal of the Issuer has been duly impressed, or placed in facsimile, on this Certificate.

CITY OF KINGSVILLE, TEXAS

/s/ Mary Valenzuela
City Secretary

/s/ Sam Fugate
Mayor

(CITY SEAL)

* * *

FORM OF AUTHENTICATION CERTIFICATE

AUTHENTICATION CERTIFICATE

This Certificate of Obligation is one of the Certificates described in and delivered pursuant to the within-mentioned Ordinance, and this Certificate has been issued in conversion of and exchange for, or replacement of, a Certificate, Certificates, or a portion of a Certificate or Certificates of an issue which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, Houston, Texas
Paying Agent/Registrar

Registration Date: _____ By _____
Authorized Signature

* * *

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

/ _____

(Please insert Social Security or Taxpayer
Number of Transferee)

(Please print or typewrite name and address, including zip Identification
code, of Transferee)

_____ the within Certificate of Obligation and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the within Certificate of Obligation on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears upon the front of this
Certificate of Obligation in every particular,
without alteration or enlargement or any
change whatsoever.

The following abbreviations, when used in the Assignment above or on the face of the within
Certificate of Obligation, shall be construed as though they were written out in full according to
applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the list above.

* * *

[FORM OF INITIAL CERTIFICATE]

The Initial Certificate shall be in the form set forth above for the Definitive Certificates, except
the following shall replace the heading and the first two paragraphs:

NO. I-1 \$700,000

United States of America
State of Texas
CITY OF KINGSVILLE, TEXAS
COMBINATION TAX AND SUBORDINATE LIEN REVENUE
CERTIFICATE OF OBLIGATION, TAXABLE SERIES 2022

DATED DATE: NOVEMBER 15, 2022

DELIVERY DATE: DECEMBER 15, 2022

REGISTERED OWNER: TEXAS WATER DEVELOPMENT BOARD

PRINCIPAL AMOUNT: SEVEN HUNDRED THOUSAND DOLLARS (\$700,000)

THE CITY OF KINGSVILLE, TEXAS (the "City"), for value received, acknowledges itself
indebted to and hereby promises to pay to the order of the Registered Owner, specified above, or the
registered assigns thereof (the "Registered Owner"), the Principal Amount, specified above, with

principal installments payable on August 1 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

<u>YEARS OF STATED MATURITY</u>	<u>PRINCIPAL INSTALLMENT (\$)</u>	<u>INTEREST RATE (%)</u>
-------------------------------------	---------------------------------------	------------------------------

(Information to be inserted from schedule in Section 2 hereof.)

INTEREST on the unpaid Principal Amount hereof from the Delivery Date, specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for shall be paid computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, commencing August 1, 2023.

NOTWITHSTANDING ANY LANGUAGE IN THIS CERTIFICATE REFERRING TO INTEREST PAYMENTS BEING DUE, THE METHOD OF PAYMENT OF INTEREST, OR ANY OTHER LANGUAGE HEREIN TO THE CONTRARY, NO INTEREST WILL BE DUE ON THIS CERTIFICATE AS THE INTEREST RATE IS 0%.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The final payment of principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at final maturity, at the designated payment office of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Houston, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of principal installments and interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof as shown by the Registration Books kept by the Paying Agent/Registrar at the close of business on the Record Date by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, postage prepaid, on each such payment date, to the registered owner hereof at its address as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The record date for determining the person to whom payments hereon shall be made (the "Record Date") means the 15th calendar day of the month preceding a scheduled payment. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new Record Date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Registered Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Registered Owner that no later than each principal installment payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due, in the manner set forth in the ordinance authorizing the issuance of the Certificates adopted by the City Commission of the City on November 14, 2022 (the "Ordinance").

* * *

FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and finds that this Certificate of Obligation has been issued in conformity with the Constitution and laws of the State of Texas and is a valid and binding obligation of the City of Kingsville, Texas, and further that this Certificate of Obligation has been registered this day by me.

WITNESS my signature and seal of office this _____.

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts of the State of Texas

* * *

[END OF FORMS]

In case any officer of the City whose manual or facsimile signature shall appear on any Certificate shall cease to be such officer before the delivery of any such Certificate, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery. Any Certificate which bears the facsimile signature of such person who at the actual time of the delivery of such Certificate shall be an officer authorized to sign such Certificate, but who at the date of such Certificate was not such an officer, shall be validly and sufficiently signed for all purposes as if such person had been such officer at the date of such Certificate. The City authorizes the printing of a true and correct copy of an opinion of Winstead PC, Bond Counsel, relating to the validity and enforceability of the Certificates under Texas law on the reverse side of each of the Certificates over a certificate of identification executed by the facsimile signature of the City Secretary, and also authorizes the imprinting of CUSIP (the American Bankers Association's Committee on Uniform Securities Identification Procedures) numbers on the Certificates; provided, however, that the failure of such opinion, certificate, or CUSIP numbers to appear on any Certificate, or any errors therein, or in any part of the Certificate the form of which is not included in this Ordinance, shall in no way affect the validity or enforceability of the Certificates or relieve the Purchaser of its obligation to accept delivery of and pay for the Certificates.

Section 4. Definitions. In addition to other words and terms defined in this Ordinance (except those defined and used in Section 3), and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

"Additional Obligations" means such other bonds, certificates, or other evidences of indebtedness as may hereafter be authorized, payable from and equally secured by a pledge of the Net Revenues.

"Certificates" means any Certificate or Certificates or all of the Certificates, as the case may be, of that series styled "City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Taxable Series 2022" in the original aggregate principal amount of \$700,000 authorized by this Ordinance.

"Government Obligations" means the (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States of America; (ii)

noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency of instrumentality and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings and authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iv) such other obligations as may be permitted from time to time by applicable Texas law .

“Initial Certificate” means the Certificate registered by the Comptroller of Public Accounts as described in Section 10 hereof.

“Interest Payment Date” means when used in connection with any Certificate, shall mean August 1, 2023 and on each February 1 and August 1 thereafter until maturity or earlier redemption of such Certificate; provided, however, no interest will be due on any Certificate as the interest rate on the Certificates is 0%.

“Issuer” or “City” means the City of Kingsville, Texas, a municipal corporation and a political subdivision of the State of Texas, or any successor thereto.

“Net Revenues” means the gross revenues of the System less the expense of operation and maintenance thereof, including all salaries, labor, materials, interest, repairs, and extensions necessary to render efficient service; provided, however, that only such repairs and extensions as in the judgment of the City Commission, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any bonds payable from and secured by a lien on the Net Revenues of the System shall be deducted in determining “Net Revenues.”

“Ordinance” means this “Ordinance Authorizing the Issuance of ‘City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Taxable Series 2022’ and Approving All Other Matters Related to the Issuance of the Certificates of Obligation” adopted by the City Commission on November 14, 2022.

“Owners” means any person who shall be the registered owner of any outstanding Certificates.

“Parity Bonds” means the City’s bonds, certificates, or other obligations payable from a first lien on the Net Revenues, whether such Parity Bonds are now outstanding or issued hereafter.

“Parity Bonds Ordinances” means the ordinances authorizing the City’s bonds payable from a first lien on the Net Revenues, whether now outstanding or issued hereafter, and any additional bonds as defined therein.

“Paying Agent/Registrar” means U.S. Bank Trust Company, National Association, Houston, Texas and such other bank or trust company as may hereafter be appointed in substitution therefor or in addition thereto to perform the duties of Paying Agent/Registrar in accordance with this Ordinance.

“Paying Agent/Registrar Agreement” means the agreement dated as of November 15, 2022, between the Paying Agent/Registrar and the City relating to the registration, authentication, and transfer of the Certificates.

“Purchaser” means the Texas Water Development Board.

“Record Date” means the date for determining the person to whom interest is payable on the next Interest Payment Date being the 15th calendar day of the month next preceding the applicable Interest Payment Date; provided, however, no interest will be due on any Certificate as the interest rate on the Certificates is 0%.

“Register” means the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of and the principal amounts registered to each Owner.

Terms not otherwise defined herein are those used in the Parity Bonds Ordinances.

Section 5. **City Funds.** The City hereby confirms the establishment of the following funds of the City at a depository of the City:

Interest and Sinking Fund, Tax Levy, and Pledge of Revenues. A special “City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation Series 2022 Interest and Sinking Fund” (the “Interest and Sinking Fund”) is hereby created and shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates; provided, however, no interest will be due on the Certificates as the interest rate on the Certificates is 0%. The net proceeds of all ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund.

During each year while any of the Certificates or interest thereon are outstanding and unpaid, the City Commission shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal thereof as such principal matures (but never less than 2% of the original principal amount of the Certificates as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Certificates or interest thereon are outstanding and unpaid, and the tax shall be assessed and collected each year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment, within the limit prescribed by law.

The Certificates additionally shall be payable from and secured by a subordinate lien (to all “Parity Bonds” now outstanding or hereafter issued) on and pledge of certain of the Net Revenues pursuant to Chapter 1502, Texas Government Code, as amended. The City shall deposit such pledged Net Revenues to the credit of the Certificate Fund created pursuant to this Section. Notwithstanding the requirements of this Section, if Net Revenues are actually on deposit in the Certificate Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and

by the amount of the Net Revenues then on deposit in the Certificate Fund or budgeted for deposit therein.

The City reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation, and other obligations of any kind payable in whole or in part from, and secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the subordinate pledge of the Net Revenues securing the Certificates.

The City hereby covenants and agrees that, subject to any prior lien on and pledge of the Net Revenues of the System to the payment and security of any Parity Bonds, the Net Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of Net Revenues herein made for the payment of the Certificates shall constitute a lien on the Net Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City. Notwithstanding any language in this Section regarding the payment of interest, the method of payment of interest, or any other language to the contrary, interest will not be due on the Certificates as the interest rate is 0%.

(a) Project Fund. A special "City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Taxable Series 2022 Project Fund" (the "Project Fund") is hereby created and shall be established and maintained by the City at an official depository bank of the City. The Project Fund is the fund into which the net proceeds of the Certificates shall be deposited. Money in the Project Fund shall be used to pay the costs necessary or appropriate to accomplish the purposes for which the Certificates are issued.

Section 6. Perfection of Security. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the proceeds of ad valorem taxes and Net Revenues thereto, and such pledge is, therefore, valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the ad valorem tax proceeds and Net Revenues is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in such pledge, the City agrees to take such measures as it determines are reasonable and necessary to enable a filing of a security interest in said pledge to occur.

Section 7. Investments and Security. (a) Investment of Funds. The City may place money in any fund created by this Ordinance in time or demand deposits or invest such money as authorized by law at the time of such deposit; provided, however, that the City hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued. Obligations purchased as an investment of money in a fund shall be deemed to be a part of such fund.

(b) Amounts Received from Investments. Except as otherwise provided by law, amounts received from the investment of the Project Fund may be retained in such fund or deposited to the Interest and Sinking Fund as determined by the City Commission. Any amounts received from the investment of the Interest and Sinking Fund shall be deposited in the Interest and Sinking Fund.

(c) Security for Funds. All funds created by this Ordinance shall be secured in the manner and to the fullest extent required by law for the security of funds of the City.

Section 8. **Covenants of the City.** (a) General Covenants. The City covenants and represents that:

(a) General Covenants. It has the lawful power to pledge the Net Revenues supporting the Certificates and has lawfully exercised said power under the laws of the State of Texas, including powers existing under the Act, and the City's Home Rule Charter.

(b) Title. Other than for the payment of the City's currently outstanding Certificates of Obligation, Series 2009 (pledge of Net Revenues); Certificates of Obligation, Series 2013 (pledge of Net Revenues); and the Certificates of Obligation, Series 2016 (pledge of no more than \$1,000 of surplus revenues of the System), the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

(c) Liens. As long as any Certificates or any interest thereon remain Outstanding, the City will not sell, lease, or encumber (except in the manner provided in this Section of this Ordinance) the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System.

(d) No Free Service. No free service of the System shall be allowed, and should the City or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the City out of funds from sources other than the revenues and income of the System.

(e) Insurance. (1) The City shall insure all work during construction and upon completion which is being financed with proceeds of the Certificates and proceeds from the TWDB grant program in any amount sufficient to project the TWDB's interest in the Project as required by 31 TAC Section 375.91(b)(2)(k). The City shall cause to be insured such parts of the System as would usually be insured by municipal corporations operating like properties, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. All insurance premiums shall be paid as an expense of operation of the System. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Owners of the Certificates and their representatives at all reasonable times. Upon the occurrence of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be deposited in a special and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required.

(2) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance as required hereunder, and shall state whether or not all insurance premiums upon the insurance policies to which reference is made have been paid.

(f) Records. The City will keep proper books of record and account in which full, true and correct entries will be made of all dealings, activities, and transactions relating to the System, the Net Revenues, and the Funds created pursuant to this Ordinance, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of any Owner of the Certificates or citizen of the City. To the extent consistent with the provisions of this Ordinance, the City shall keep its books and records in a manner conforming to GAAP as usually would be followed by private corporations owning and operating a similar System, with appropriate recognition being given to essential differences between municipal and corporate accounting practices.

(g) Audits. After the close of each Fiscal Year while any of the Certificates are outstanding, an audit will be made of the books and accounts relating to the System and the Net Revenues by an independent CPA or an independent firm of CPAs. No later than 180 days after the close of each Fiscal Year, a copy of such audit shall be mailed to the Municipal Advisory Council of Texas, to each paying agent for any bonds payable from Net Revenues, to any Registered Owner who shall so request in writing, and to the Texas Water Development Board for so long as the Texas Water Development Board is a holder of any obligations of the City payable from revenues of the System. The annual audit reports shall be open to the inspection of the Registered Owner and their agents and representatives at all reasonable times.

(h) Governmental Agencies. The City will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City has or will obtain and keep in full force and effect all franchises, permits, authorization, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the System.

(i) No Competition. It will not operate, or grant any franchise or, to the extent it legally may, permit the acquisition, construction, or operation of, any facilities which would be in competition with the System, and to the extent that it legally may, the City will prohibit any such competing facilities.

(j) Compliance with the Texas Water Development Board's Rules and Regulations: Insurance. The City covenants to comply with (i) the rules and regulations of the Texas Water Development Board, including, but not limited to, Chapter 15, Subchapter J, Texas Water Code, (ii) the loan document provisions, and (iii) the grant conditions imposed under the TWDB Resolution No. 20-051.

(i) Notwithstanding any other term, condition, requirement or provision contained in this Ordinance, TWDB rules and loan document provisions shall control to the extent of any conflict between the Ordinance and TWDB rules or such loan document provisions.

(ii) The City agrees to implement an approved water conservation plan.

(k) The City agrees to comply with any special conditions of the environmental determination issued by the Executive Administrator and affirmed by the Texas Water Development Board.

(l) (l) Special Covenants.

(i) Annual Audit. The City shall perform an annual audit using generally accepted accounting practices.

(ii) Use of Loan Proceeds. The City covenants that all loan proceeds will be timely and expeditiously used as required by federal statute and EPA regulations. The City will adhere to an Executive Administrator-approved project schedule, which shall not be altered except for good cause shown and only with the written approval of the Executive Administrator.

(iii) Surplus Proceeds. The City shall not use loan proceeds from the Certificates that are determined to be surplus proceeds remaining after completion of the Project except for the following purposes as approved by the Executive Administrator: (1) to redeem the Certificates owned by the TWDB; or (2) deposit into the Certificate Fund or other debt service account for the payment of interest or principal on the Certificates owned by the TWDB; provided, however, interest will not be due on the Certificates because the interest rate on the Certificates is 0%.

(iv) Environmental Indemnification/Hold Harmless Provision. The City covenants that the loan proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The City shall indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.

(v) Remedies. In addition to all the rights and remedies provided by the laws of the State of Texas, the City has covenanted and agreed that in the event the City (i) defaults in the payment of principal of the Certificates when due, or (ii) fails to make the payments to the funds required by this Ordinance, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the following remedies shall have available as stated in this Ordinance. The registered owner or owners of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring officers of the City, to observe and perform any covenant, obligation or condition prescribed in this Ordinance. No delay or omission to exercise any right or power accruing upon any default shall impair any such power or right or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies provided are cumulative of all other available remedies and the specification of such shall not be deemed to be exclusive. The TWDB may exercise all remedies available to it in law or equity. Any provisions in this Ordinance or the Certificates restricting or limiting TWDB's full exercise of these remedies shall be of no force and effect.

(vi) Outlay Reports. The City shall submit outlay reports with sufficient documentation on costs (e.g.; invoices, receipts) on a quarterly or monthly basis in accordance with the Texas Water Development Board's outlay report guidelines.

(vii) Final Accounting. The City shall render a final accounting to the Texas Water Development Board in reference to the total cost incurred by the City for the Project together with a copy of "as-built" plans of the Project upon completion.

(viii) Standard Emergency Discovery. The City will comply with the standard emergency discovery conditions for threatened and endangered species and cultural resources, as more fully specified in the final environmental finding of the Executive Administrator.

(ix) TWDB Requirements. Notwithstanding anything herein or otherwise to the contrary, the City agrees to the following:

(1) The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388, and related State Revolving Fund Policy Guidelines;

(2) That upon completion of the Project to be financed with the proceeds of the Certificates, the proper officials of the City shall cause to be prepared and submitted to the TWDB the following documentation:

(A) a final accounting of the total costs of the Project and the expenditure of funds therefor; and

(B) a copy of the construction plans for the Project as-built and completed.

(3) In addition to other information required by the TWDB, said final accounting shall identify all funds utilized or represented to be available in the City's application, from whatever source derived.

(4) Prior to closing, the City shall adopt and implement the water conservation program approved by the TWDB.

(5) That the City will notify the Executive Administrator, prior to taking any actions, of any intent to alter its legal status in any manner, including, but not limited to, conversion to a conservation or reclamation district or the sale-transfer-merger with another retail public utility.

(6) That the City will not convey or transfer this Ordinance held by the TWDB to another entity without the prior written approval of the conveyance and assumption by the TWDB.

(7) Neither the City nor a related party to the City will acquire any of the TWDB's Source Series Ordinances in an amount related to the amount of the Ordinances.

Section 9. Paying Agent/Registrar. The Paying Agent/Registrar is hereby appointed as paying agent for the Certificates and the City is hereby authorized to enter into any type of agreement necessary for the Paying Agent/Registrar to perform its duties hereunder. The principal of and interest on the Certificates shall be payable, without exchange or collection charges, in any coin or currency of the United States of America, which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the principal corporate trust office of the Paying Agent/Registrar. The interest on each Certificate shall be payable by check payable on the Interest Payment Date mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar.

Notwithstanding any language in this Section regarding the payment of interest, no interest will be due on the Certificates because the interest rate on the Certificates is 0%.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered as the absolute Owner of such Certificate for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, and for the further purpose of making and receiving payment of the interest thereon and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Certificate in accordance with this Ordinance shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

So long as any Certificates remain outstanding, the Paying Agent/Registrar shall keep the Register at its principal corporate trust office in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with the terms of this Ordinance.

The City may at any time and from time to time appoint another Paying Agent/Registrar in substitution for the previous Paying Agent/Registrar; provided that any such Paying Agent/Registrar shall be a corporation organized and doing business under the laws of the United States of America or any State, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and a transfer agent registered with the Securities and Exchange Commission. In such event, the City shall give notice by certified mail to each Owner at least 30 days prior to the effective date of such substitution. Any bank or trust company with or into which any Paying Agent/Registrar may be merged or consolidated, or to which the assets and business of Paying Agent/Registrar may be sold or otherwise transferred, shall be deemed the successor of such Paying Agent/Registrar for the purposes of this Ordinance.

While TWDB is the Owner of the Certificates, the principal or redemption price of the Certificates shall be payable by wire transfer without exchange or collection charges. Otherwise, principal or redemption price of the Certificates shall be payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender, as they respectively become due and payable, at the principal trust office of the Paying Agent/Registrar. As long as TWDB is the Owner of the Certificates, the interest on each Certificate shall be payable by wire transfer without exchange or collection charges dated as of the interest payment date; otherwise, interest on each Certificate shall be payable in any coin or currency of the United States of America mailed by the Paying Agent/Registrar on or before each interest payment date to the Owner of record as of the Record Date; provided, however, interest will not be due on the Certificates because the interest rate on the Certificates is 0%.

The Mayor and City Secretary are hereby authorized to enter into, execute, and deliver the Paying Agent/Registrar Agreement with the initial Paying Agent/Registrar in substantially the form presented to the City on this date.

Section 10. Initial Certificate; Exchange or Transfer of Certificates. Initially, one Certificate (the "Initial Certificate") numbered I-1 as described in Section 2, and representing the entire principal amount of the Certificates shall be registered in the name of the Purchaser and shall be executed and submitted to the Attorney General of Texas for approval, and thereupon certified by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, by manual signature, and the Initial Certificate shall be effective and valid without the Authentication Certificate being signed by the Paying

Agent/Registrar. At any time thereafter, the Owner may deliver the Initial Certificate to the Paying Agent/Registrar for exchange, accompanied by instructions from the Owner or designee designating the persons, maturities, and principal amounts to and in which the Initial Certificates are to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than three days, register and deliver such Certificates upon authorization of the City as provided in such instructions.

Each Certificate shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon presentation of any Certificate for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, to the extent possible and under reasonable circumstances within three business days after such presentation, a new Certificate or Certificates, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Certificate or Certificates so presented.

All Certificates shall be exchangeable upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Certificate or Certificates presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Certificates in accordance with this Ordinance and each Certificate so delivered shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

The City or the Paying Agent/Registrar may require the Owner of any Certificate to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Certificate. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the City.

Section 11. Sale of Certificates; Approval of Private Placement Memorandum. (a) Sale. The Initial Certificates are hereby sold and shall be delivered to the Purchaser for cash at the price of par and upon the terms and conditions set forth in the resolution of the Purchaser a copy of which is attached as Exhibit "C". It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Certificates shall initially be registered in the name of the Purchaser.

(b) Approval of Private Placement Memorandum. The form and content of the Private Placement Memorandum relating to the Certificates and any addenda, supplement, or amendment thereto, if any, is hereby approved.

(c) Legal Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to their being furnished an opinion of Winstead PC, Bond Counsel, such opinion to be dated and delivered as of the date of delivery and payment for the Certificates.

(d) Registration and Delivery. Upon the registration of the Initial Certificate, the Comptroller of Public Accounts of the State of Texas is authorized and instruct to deliver the Initial Certificate pursuant to the instruction of the Mayor for delivery to the Purchaser.

Section 12. Proceeds of the Sale and Available Funds of the System. (a) Promptly after the delivery of the Certificates, the proceeds from the sale and delivery of the Certificates shall be deposited to the escrow funds to be created and maintained separately from all other funds of the City, as further provided in the Escrow Agreement (defined below), and to be used for the purpose of funding the Project, subject to being withdrawn only with the approval of the Executive Administrator of the Purchaser or another designated representative under the terms of the Escrow Agreement, to be invested in accordance with the Public Funds Investment Act, Government Code, Chapter 2256 and the City's investment policy, and if not so invested, secured in accordance with the Public Funds Collateral Act, Government Code, Chapter 2257. The City shall enter into an escrow agreement (the "Escrow Agreement") between the City and U.S. BANK NATIONAL ASSOCIATION, as escrow agent, substantially in the form attached hereto as Exhibit "B", which is adopted herein for purposes of this Ordinance. The City shall render a final accounting to the TWDB in reference to the total cost incurred by the City for the Project described herein.

(b) Costs of Issuance. Proceeds in an amount equal to the costs of issuance of the Certificates shall be applied to pay such costs as the City may arrange.

(c) Unused Proceeds. Unused proceeds, which are those funds unspent after the original approved Project is completed, shall be used for enhancements to the original Project that are explicitly approved by the Executive Administrator. If no enhancements are authorized by the Executive Administrator, the City shall submit a final accounting and disposition of any unused funds.

(d) Surplus Proceeds. The City shall use any loan proceeds from the Certificates that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting in a manner as approved by the Executive Administrator.

Section 13. Covenants to Undertake Continuing Disclosure. On the basis of the private placement exception to the continuing disclosure requirements set forth in SEC Rule 15c2-12 (the "Rule"), 17 CFR 240.15c2-12, the City has not and does not undertake to provide continuing information about its financial condition, results of operation or other data subsequent to the issuance of the Certificates. Notwithstanding the foregoing, the City covenants to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by the Rule and determined as if the Texas Water Development Board was a "participating underwriter" within the meaning of the Rule, such continuing disclosure undertaking being for the benefit of the Texas Water Development Board, and the beneficial owner of the Certificates if the Texas Water Development Board sells or otherwise transfers any of the Certificates, and the beneficial owners of the Texas Water Development Board's bonds if the City is an obligated person with respect to the Texas Water Development Board's bonds under the Rule. On that basis, the City hereby agrees to provide continuing disclosure as set forth below:

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access system being established by the MSRB.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as

amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA within six months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the City of the [general type included in the Private Placement Memorandum authorized by this Ordinance being the information described therein]. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the Private Placement Memorandum, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such six month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

The City’s current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

The City shall file notice of the following events with respect to the Certificates to the MSRB through EMMA in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB), or other material notices

or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

7. Modifications to rights of the holders of the Certificates;
8. Redemption calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City.
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of "Financial Obligation" in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in

any event will give notice of any deposit made in accordance with Section 20 of this Ordinance that causes Certificates no longer to be Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OF OBLIGATION OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that such amendment or repeal would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB

shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet website or filed with the SEC.

Section 14. Book-Entry Only System. (a) The definitive Certificates shall be initially issued in the name of Cede & Co., as nominee of DTC, as Registered Owner of the Certificates, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Certificates. Beneficial owners of definitive Certificates will not receive physical delivery of Certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Certificates as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Certificates is to receive, hold, or deliver any Certificates. No person shall acquire or hold any beneficial interest in any Certificate representing a portion of the principal amount of such Certificate which is other than \$1,000 or an integral multiple thereof.

(b) Replacement definitive Certificates may be issued directly to beneficial owners of Certificates other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Certificates (which determination shall become effective no less than 90 days after written notice to such effect to the Issuer and the Paying Agent/Registrar); or (ii) the Issuer has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Certificates) that DTC is incapable of discharging its duties as securities depository for the Certificates; or (iii) the Issuer has determined (which determination is conclusive as to DTC and the beneficial owners of the Certificates) that the interests of the beneficial owners of the Certificates might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or (ii) above, the Issuer shall use its best efforts to attempt to locate another qualified securities depository. If the Issuer fails to locate another qualified securities depository to replace DTC, the Issuer shall cause to be executed, authenticated, and delivered replacement Certificates, in certificate form, to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the Issuer. In the event that the Issuer makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Certificates of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Certificates in certificate form to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the Issuer. The Issuer undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer to make any determination described in (ii) or (iii) above.

(c) Whenever, during the term of the Certificates, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Ordinance of holding, delivering, or transferring Certificates shall be deemed modified to require the appropriate person or entity to meet the requirement of DTC as to registering or transferring the book entry to produce the same effect.

(d) If at any time DTC ceases to hold the Certificates, all references herein to DTC shall be of no further force or effect.

Section 15. City Officers' Duties. (a) Issuance of Certificates. The Mayor shall submit the Initial Certificate, the record of the proceedings authorizing the issuance of the Certificates, and any and

all other necessary orders, certificates, and records to the Attorney General of the State of Texas for his investigation. After obtaining the approval of the Attorney General, the Mayor shall cause the Initial Certificate to be registered by the Comptroller of Public Accounts of the State of Texas. The officers or acting officers of the City are authorized to execute and deliver on behalf of the City such certificates and instruments as may be required, necessary, or appropriate prior to delivery of and payment for the Certificates to and by the Purchaser and to accomplish the purposes of this Ordinance.

(b) Execution of Ordinance. The Mayor and the City Secretary are authorized to execute the Certificate to which this Ordinance is attached on behalf of the City and to do any and all things proper and necessary to carry out the intent thereof.

Section 16. Remedies of Owners. In addition to all rights and remedies of any Owner of the Certificates provided by the laws of the State of Texas, the City covenants and agrees that in the event the City defaults in the payment of the principal of or interest on any of the Certificates when due, fails to make the payments required by this Ordinance to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Ordinance, the Owner of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City and other officers of the City to observe and perform any covenant, obligation, or condition prescribed in this Ordinance. No delay or omission by any Owner to exercise any right or power accruing to such Owner upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Ordinance shall be available to any Owner of any of the Certificates and shall be cumulative of all other existing remedies.

Section 17. Additional Obligations. The City shall hereafter have the right to issue Additional Obligations as may hereafter be authorized by the City Commission.

Section 18. Lost, Stolen, Destroyed, Damaged, or Mutilated Certificates; Destruction of Paid Certificates. (a) Replacement Certificates. In the event any outstanding Certificate shall become lost, stolen, destroyed, damaged, or mutilated, at the request of the Owner thereof, the City shall cause to be executed, registered by the Paying Agent/Registrar, and delivered a substitute Certificate of like date and tenor, in exchange and substitution for and upon cancellation of such mutilated or damaged Certificate, or in lieu of and substitution for such Certificate, lost, stolen, or destroyed, subject to the provisions of subsections (b), (c), (d) and (e) of this Section.

(b) Application and Indemnity. Application for exchange and substitution of lost, stolen, destroyed, damaged, or mutilated Certificates shall be made to the City. In every case the applicant for a substitute Certificate shall furnish to the City such deposit for fees and costs as may be required by the City to save it and the Paying Agent/Registrar harmless from liability. In every case of loss, theft, or destruction of a Certificate, the applicant shall also furnish to the City indemnity to the City's satisfaction and shall file with the City evidence to the City's satisfaction of the loss, theft, or destruction and of the ownership of such Certificate. In every case of damage or mutilation of a Certificate, the applicant shall surrender the Certificate so damaged or mutilated to the Paying Agent/Registrar.

(c) Matured Certificates. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in payment of the principal of or interest on the Certificates, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a substitute Certificate, if any, provided security or indemnity is furnished as above provided in this Section.

(d) Expenses of Issuance. Upon the issuance of any substitute Certificate, the City may charge the owner of such Certificate with all fees and costs incurred in connection therewith. Every substitute Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen, destroyed, damaged, or mutilated shall constitute a contractual obligation of the City, whether or not the lost, stolen, destroyed, damaged, or mutilated Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority to Issue Substitute Certificates. This Ordinance shall constitute sufficient authority for the issuance of any such substitute Certificate without necessity of further action by the City or any other body or person, and the issuance of such substitute Certificates is hereby authorized, notwithstanding any other provisions of this Ordinance.

(f) Destruction of Paid Certificates. At any time subsequent to the payment thereof, the Paying Agent/Registrar is authorized to cancel and destroy any Certificates duly paid, and promptly after any such destruction, the Paying Agent/Registrar shall furnish to the City a certificate evidencing such destruction.

Section 19. Redemption. The City reserves the right to redeem the Certificates as described in the Form of Certificates in Section 3 hereof.

Section 20. Defeasance. (a) Except to the extent provided in subsection (c) of this Section, any Certificate, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance (a "Defeased Certificate") when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity, redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061(a), Texas Government Code, as amended (a "Depository"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, as amended, for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment or (B) Government Obligations, which may be in book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment or redemption of any Defeased Certificate. To cause a Certificate scheduled to be paid or redeemed on a date later than the next scheduled interest payment date on such Certificate to become a Defeased Certificate, the City must, with respect to the Deposit, enter into an escrow or similar agreement with a Depository.

In connection with any defeasance of the Certificates, the City shall cause to be delivered: (i) in the event an escrow or similar agreement has been entered into with a Depository to effectuate such defeasance, a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Defeased Certificates in full on the maturity or redemption date thereof (the "Verification"); or (ii) in the event no escrow or similar agreement has been entered into, a certificate from the City's financial advisor or the Paying Agent, or any other qualified third party certifying that the amount deposited with a Depository is sufficient to pay the Defeased Certificates in full on the maturity or redemption date thereof. In addition to the required Verification or certificate, the City shall also cause to be delivered an opinion of nationally recognized bond counsel to the effect that the Defeased Certificates are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Certificates. The

Verification, if any, and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the Paying Agent/Registrar and the City. The Certificates shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, and all herein required criteria have been met, such Certificate and the interest thereon shall no longer be outstanding or unpaid and shall no longer be entitled to the benefits of the pledge of the security interest granted under this Ordinance, and such principal and interest shall be payable solely from the Deposit of money or Government Obligations; provided, however, the City has reserved the option to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date, those Certificates which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the Registered Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of reservation be included in any redemption notices that it authorizes.

(b) Any money so deposited with a Depositary may at the written direction of the City also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by a Depositary which is not required for the payment of the Defeased Certificates and interest thereon, with respect to which such money has been so deposited, shall be used as directed in writing by the City.

(c) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 21. Ordinance a Contract; Amendments. This Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) in connection with the issuance of any Additional Obligations, (iii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iv) in connection with any other change which is not to the prejudice of the Owners. The City may, with the written consent of the Owners of a majority in aggregate principal amount of Certificates then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided, however, that without the consent of all of the Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof to the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on Additional Obligations on a parity with the lien of the Certificates, (ii) give any preference of any Certificate over any other Certificate, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates required for consent to any such amendment, change, modification, or rescission. When the City desires to make any amendment or addition to or rescission of this Ordinance requiring consent of the Owners, the City shall cause notice of the amendment, addition, or rescission to be given as described above for a notice of redemption. When at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the appropriate number of Owners of the Certificates then

outstanding affected by any such amendment, addition, or rescission requiring the consent of Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

Section 22. Other Documents. The Mayor and the City Secretary are hereby authorized to execute and attest to such other documents, certificates, letters of instruction, tax information forms, and other agreements of any kind which, in the opinion of Bond Counsel, are necessary or advisable in order to issue the Certificates.

Section 23. Nonpresentment of Certificates. In the event any Certificate shall not be presented for payment when the principal thereof or interest thereon, if applicable, becomes due, either at maturity or otherwise, or if any check or draft representing payment of principal of or interest on the Certificates shall not be presented for payment, if funds sufficient to pay the principal of or interest on such Certificate shall have been made available by the City to the Paying Agent/Registrar for the benefit of the Owner thereof, all liability of the City to the Owner thereof for the payment of the principal of or interest on such Certificate shall cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds in trust, uninvested and without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance with respect to the principal of or interest on such Certificate. To the extent applicable, the Paying Agent/Registrar shall hold and apply any such funds in accordance with Title 6, Texas Property Code, as amended, and shall comply with the reporting requirements of Chapter 74, Texas Property Code, as amended.

Section 24. Further Procedures. The Mayor, the City Secretary, the City Manager, the Finance Director, the City's Financial Advisor, and all other officers, employees, attorneys, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the City, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the Certificates. Prior to the initial delivery of the Certificates, the Mayor and Bond Counsel to the City are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, if any, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office.

Section 25. Attorney General Examination Fee. The City recognizes that under Section 1202.004, Texas Government Code, as amended, the Attorney General of Texas requires a nonrefundable examination fee be paid at the time of submission of the transcript of the proceedings authorizing the Certificates and that, based upon the principal amount of the Certificates, such fee is \$750.00. Bond Counsel is accommodating the City by paying such fee upon such submission of such transcript. Officials of the City are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Certificates are ever delivered and such amount is hereby appropriated from available funds for such purpose. The City is also authorized to reimburse the fund used for such repayment with proceeds of the Certificates.

Section 26. **No Interest Due on Certificates.** Notwithstanding any language in this Ordinance to the contrary, interest will not be due on the Certificates as the interest rate on all Certificates is 0%.

Section 27. **Miscellaneous Provisions.** (a) General. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any party to a document means that party and its successors and assigns. Reference herein to any article, section, subsection or other subdivision, as applicable, unless specifically stated otherwise, means the article, section, subsection or other subdivision, as applicable, of this Ordinance.

(b) Incorporation of Preamble. The preamble and recitals to this Ordinance are incorporated by reference in this Ordinance.

(c) Titles Not Restrictive. The titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(d) Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(e) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstances shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(f) Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(g) Open Meeting. The City officially finds and determines the meeting at which this Ordinance is adopted was open to the public and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(h) Effective Date. In accordance with Article V, Section 17 of the City's Charter, this Ordinance shall take effect on the tenth (10th) day after the last day of publication of this Ordinance in a newspaper publicly-circulated in the City.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS this November 14, 2022.

/s/ Mary Valenzuela
City Secretary
City of Kingsville, Texas

/s/ Sam Fugate
Mayor
City of Kingsville, Texas

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of November 15, 2022 (this "Agreement"), by and between the CITY OF KINGSVILLE, TEXAS (the "Issuer"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Houston, Texas, a banking association duly organized and existing under the laws of the United States of America (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Taxable Series 2022" (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof as provided in the "Ordinance" (hereinafter defined);

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the Owners thereof;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal and interest on the Securities as the same become due and payable to the Owners thereof, all in accordance with this Agreement and the Ordinance.

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Ordinance.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule "A" attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II. DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Bank Office” means the designated corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Financial Advisor” means Estrada Hinojosa & Company, Inc., San Antonio, Texas.

“Fiscal Year” means the fiscal year of the Issuer, ending September 30.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Issuer Request” and “Issuer Ordinance” means a written request or order signed in the name of the Issuer by its Mayor, Director of Finance, or City Secretary, or any one or more of said officials, and delivered to the Bank.

“Legal Holiday” means a day on which the Bank is required or authorized to be closed.

“Ordinance” means the ordinance of the governing body of the Issuer pursuant to which the Securities are issued, certified by the City Secretary or any other officer of the Issuer and delivered to the Bank.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

“Redemption Date” when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Ordinance the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms “Bank”, “Issuer”, and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE III. PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

ARTICLE IV. REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days

after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates. The Issuer shall provide an adequate inventory of printed Security certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Security certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such certificates in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Certificates. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost, or Stolen Securities. The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed, lost, or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost, or stolen.

Section 4.07. Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE V. THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Money Held by Bank. A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the Issuer and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities, to the extent permitted by law, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Holders shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts, or checks drawn by the Issuer and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Ordinance to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Security shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code, as amended.

Section 5.06. Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and Issuer where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court

of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements”, currently in effect, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.09. Reporting Requirements of Paying Agent/Registrar. To the extent required by the Code and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the Issuer, to report to the owners of the Securities and the Internal Revenue Service (i) the amount of “reportable payments”, if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Securities and (ii) the amount of interest or amount treating as interest on the Securities and required to be included in gross income of the owner thereof.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein made by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Certificate of Interested Parties Form 1295. The Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

Section 6.12. Anti Boycott Verification. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13. Iran, Sudan, and Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Bank nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to

mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.14. Contract Value. The Bank hereby verifies that this Agreement has a value of less than \$100,000 and that the provisions required by Sections 2271.002 and 2274.002 of the Texas Government Code for contracts having a value of at least \$100,000 are not required in this Agreement.

Section 6.15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION
Houston, Texas

By _____

Title _____

Address: 8 Greenway Plaza, Suite 1100
Houston, Texas 77046

Attest:

CITY OF KINGSVILLE, TEXAS

By _____
City Secretary

By _____
Mayor
Address: 400 West King Avenue
Kingsville, Texas 78363

(ISSUER SEAL)

SIGNATURE PAGE OF PAYING AGENT/REGISTRAR AGREEMENT

SCHEDULE A

Paying Agent/Registrar Fee Schedule

[TO COME]

EXHIBIT B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), made by and between City of Kingsville, a political subdivision of the State of Texas in Kleberg County, Texas, (the "City"), acting by and through the City Manager and U. S. BANK NATIONAL ASSOCIATION, as Escrow Agent together with any successor in such capacity;

W I T N E S S E T H:

WHEREAS, pursuant to an Ordinance adopted on November 14, 2022 (the "Ordinance"), the City of Kingsville authorized the issuance of \$700,000 City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2022 (Taxable) (the "Certificates"), pursuant to which Ordinance the City will accept certain contractual obligations to obtain financial assistance from the Texas Water Development Board (the "TWDB") for the purpose of funding certain drainage improvements (the "Project"); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition to the City receiving financial assistance from the TWDB is the deposit of the proceeds of the Certificates (the "Proceeds") in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Certificates, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT. Upon the delivery of the Certificates, the Proceeds identified under TWDB Commitment Number _____ and shall be deposited to the credit of special escrow account (the "Escrow Account") maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account shall each be entitled "City of Kingsville Certificates of Obligation, Texas Water Development Board Commitment Number _____ [fill in applicable number] Escrow Account" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the respective portion of the Project for which the Proceeds were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United

States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the

Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

SECTION 11: TERMINATION. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

U.S. BANK NATIONAL ASSOCIATION
8 Greenway Plaza, Suite 1100
Houston, Texas 77046

Executive Administrator
Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78701

Mayor
City of Kingsville, Texas
400 West King
Kingsville Texas 78363

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written,

between the parties regarding the Proceeds or the Escrow Account. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account.

SECTION 19: CONTRACT VALUE. The Escrow Agent hereby verifies that this Agreement has a value of less than \$100,000 and that the provisions required by Sections 2271.002 and 2274.002 of the Texas Government Code for contracts having a value of at least \$100,000 are not required in this Agreement.

SECTION 20: ANTI-BOYCOTT VERIFICATION. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Escrow Agent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

SECTION 21: IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither the Escrow Agent nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

City of Kingsville, Texas

By: _____
Authorized Representative

Date: _____

Address: City of Kingsville, Texas
400 West King
Kingsville, Texas 78363

(Seal)

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Title: _____

Date: _____

Address:

(Bank Seal)

EXHIBIT A

Fee Schedule

EXHIBIT C

RESOLUTION OF TWDB

See Tab No. ____

**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$700,000 TO THE CITY OF KINGSVILLE
FROM THE FLOOD INFRASTRUCTURE FUND
THROUGH THE PROPOSED PURCHASE OF
\$399,000 CITY OF KINGSVILLE, TEXAS COMBINATION TAX AND SUBORDINATE LIEN
REVENUE CERTIFICATES OF OBLIGATION,
PROPOSED TAXABLE SERIES 2022
AND
THE EXECUTION OF A GRANT AGREEMENT IN THE AMOUNT OF \$301,000**

(22-073)

WHEREAS, the City of Kingsville (City), located in Kleberg County, Texas, has filed an application for financial assistance from the Flood Infrastructure Fund (FIF) in accordance with Texas Water Code Chapter 15, Subchapter I, to finance planning, design, and construction of a flood project, identified as Project No. 40192; and

WHEREAS, the City seeks financial assistance from the Texas Water Development Board (TWDB) in the amount of \$700,000 through the TWDB's proposed purchase of \$399,000 City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Proposed Taxable Series 2022 (together with all authorizing documents and \$301,000 through execution of a Grant Agreement (together, the Obligations), all as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff; and

WHEREAS, the City has offered a pledge of ad valorem taxes and a subordinate lien on the net revenues of the City's waterworks and sewer system as sufficient security for the repayment of the Obligations; and

WHEREAS, the TWDB hereby finds:

1. that the application and financial assistance requested meet the requirements of Texas Water Code, Chapter 15, Subchapter I; 31 TAC Chapter 363, Subchapters A and D; and the State Fiscal Year 2020 Flood Intended Use Plan (FIUP);
2. the City has demonstrated a sufficient level of cooperation among eligible political subdivisions and has included all of the eligible political subdivisions substantially affected by the flood project in accordance with Texas Water Code § 15.536(2);
3. that in its opinion the taxes or revenues pledged by the City will be sufficient to meet all Obligations assumed by the City in accordance with Texas Water Code § 15.536(3);

4. that the City is eligible to receive grant funding in accordance with Texas Water Code § 15.534 and the FIUP;
5. that the City has demonstrated that the benefit-cost ratio of the Project meets the requirements of the FIUP;
6. that the request for financial assistance does not include redundant funding for activities already performed and/or funded through another source, in accordance with the FIUP;
7. that the City has demonstrated that the application meets the requirements of the FIUP related to the National Flood Insurance Program in the area to be served by the Project;
8. that the Project was developed using the best and most recent available data, in accordance with the FIUP;
9. that the City has documented that it has planned for operations and maintenance costs associated with the Project, in accordance with the FIUP;
10. that the City has considered possible floodwater capture techniques that could be associated with the Project for water supply purposes, in accordance with the FIUP; and
11. that the current water audit has been completed by the City and filed with the TWDB in accordance with Texas Water Code § 16.0121;

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

12. A commitment is made by the TWDB to City of Kingsville for financial assistance in the amount of \$700,000 from the Flood Infrastructure Fund, to be evidenced by the TWDB's proposed purchase of \$399,000 City of Kingsville, Texas Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Proposed Taxable Series 2022 and execution of a Grant Agreement in the amount of \$301,000. This commitment will expire on March 31, 2023; however, the Executive Administrator may, at his discretion, grant up to one extension for a maximum of three months.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on availability of TWDB funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the City has complied with all of the requirements of the laws under which said Obligations were issued,

that said Obligations were issued in conformity with the Constitution and laws of the State of Texas, and that said Obligations are valid and binding obligations of the City;

3. this commitment is contingent upon the City's continued compliance with all applicable laws, rules, policies, and guidance (as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement), including but not limited to 31 TAC Chapter 363;
4. the City shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2);

The Following Conditions Must Be Included in the Obligations:

5. the Obligations must provide that the City will comply with all applicable TWDB laws and rules related to the use of the financial assistance;
6. the Obligations must provide that the City must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;
7. the Obligations must provide that the City will not begin construction for a portion of the Project until the environmental finding has been issued for that portion of the Project;
8. the Obligations must contain a provision requiring the City to maintain insurance coverage sufficient to protect the TWDB's interest in the project;
9. the Obligations must include a provision wherein the City, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the City's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the City's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the City is an obligated person with respect to such bonds under SEC Rule 15c2-12;
10. the Obligations must contain a provision requiring the City to levy a tax and/or maintain and collect sufficient rates and charges to produce revenues in an

amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations;

11. the Obligations must include a provision requiring a final accounting to be made of the total sources and authorized use of Project funds within 60 days of the completion of the Project;
12. the Obligations must include a provision requiring the City to deposit any bond proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the Project and completion of a final accounting, including any interest earned on the bond proceeds, into the Interest and Sinking Fund;
13. the Grant Agreement must include a provision stating that the City shall either return or deposit into the Interest and Sinking Fund any grant funds that are determined to be surplus funds remaining after completion of the Project and completion of a final accounting, including any interest earned on the grant funds;
14. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
15. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256 and the Public Funds Collateral Act, Government Code, Chapter 2257;
16. financial assistance proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling, and disposition of any contaminated sewage sludge, contaminated sediments, and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials, and employees as a result of activities relating to the Project to the extent permitted by law;
17. the Obligations must contain a provision stating that the City shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G;
18. the Obligations must contain a provision requiring the City to submit quarterly status reports on the progress of the project that details information requested by

the Executive Administrator. The Executive Administrator may withhold authorization to release funds from escrow or adjust the amount of funds to be released from escrow based on the receipt of the quarterly status reports and the projected quarterly needs for the project.

Conditions to Close or for Release of Funds:

19. prior to closing, the City shall submit documentation evidencing the adoption and implementation of sufficient system rates and charges or, if applicable, the levy of an interest and sinking tax rate sufficient for the repayment of all system debt service requirements;
20. prior to release of funds for the relevant services, and if required under the TWDB's financial assistance program and if not previously provided with the application, the City shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
21. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the City shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;
22. prior to closing, the City's bond counsel must prepare a written, unqualified approving opinion acceptable to the executive administrator. Bond counsel may rely on covenants and representations of the City when rendering this opinion;
23. prior to release of funds for construction, the City must provide the TWDB with evidence that the necessary acquisitions of land, leases, easements, and rights-of-way have been completed, or that the City has the legal authority necessary to complete the acquisitions;

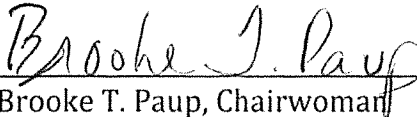
PROVIDED, however, the commitment is subject to the following special conditions:

Special Conditions:

24. prior to closing, the City shall execute a Grant Agreement in a form and substance acceptable to the Executive Administrator;

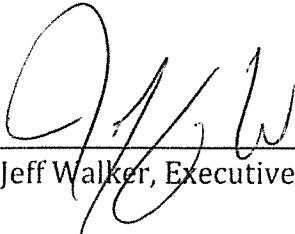
APPROVED and ordered of record this, the 1st day, of September, 2022.

TEXAS WATER DEVELOPMENT BOARD


Brooke T. Paup, Chairwoman

DATE SIGNED: 9/1/22

ATTEST:


Jeff Walker, Executive Administrator

AGENDA ITEM #11



City Manager's Office

TO: Mayor and City Commissioners

CC:

FROM: City Manager

DATE: November 7, 2022

SUBJECT: Community Development Block Grant Regional Mitigation Program, Coastal Bend Council of Governments Method of Distribution

Summary:

The City received news from the Coastal Bend Council of Governments earlier this summer that we will be in receipt of \$3,946,500. In order to receive the money, the City will be required to submit applications per CDBG guidelines. Based on the guidance published by the GLO, the following categories are eligible for funding:

1. Flood control and drainage improvement, including the construction or rehabilitation of stormwater management systems.
2. Natural or green infrastructure.
3. Public Facilities (shelter, library, etc.).
4. Economic Development with limitations.
5. Water and sewer facilities.
6. Communication infrastructure.
7. Provision of generators.
8. Removal of debris.
9. Streets and bridges.
10. Other infrastructure improvements.
11. Public Services (within the 15% cap).
12. FEMA Hazard Mitigation Grant Program cost share for CDBG=MIT eligible projects.
13. Buyouts of Acquisitions with or without relocation assistance, down payment assistance, housing incentives, or demolition.
14. Activities designed to relocate families outside of floodplains.

Recommendation:

Staff met and priced projects for Commission consideration and approval. See Attached excel spreadsheet.

1. Staff is requesting approval of the list of eligible projects.





City Manager's Office

2. Deadline for applications to the GLO is February 21, 2023 for all proposed projects.
3. Anticipate a future agenda item to solicit for grant administrator services.

Total All Expenditures on this Memo:

Total construction costs: \$3,360,000.00
Total contingency costs: \$302,400.00
Total administrative costs: \$268,800.00
Total of all grant projects: \$3,931,200.00
Remaining fund balances: \$15,300
City Cash Match: \$0.00



**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Rudy P. Mora Jr, P.E., City Engineer
DATE: November 14, 2022

SUBJECT: Consider/discuss/approve applying for the Community Development Block Grant Regional Mitigation Program, Council of Governments Method of Distribution (CDBG COG MOD) administered through the Texas General Land Office (GLO). The Mayor and City Manager are authorized to act as the City's Executive Officers and Authorized Representatives in all matters pertaining to the City's participation in the CDBG COG MOD Program.

Summary:

On October 20, 2022, the City of Kingsville was informed that it was eligible to apply for CDBG Mitigation funding through the Regional Mitigation Program (COG MODs) administered by the Texas General Land Office (GLO) Community Development and Revitalization division. Our jurisdiction was identified on the allocation summary in the approved Coastal Bend Council of Governments' (CBCOG) Method of Distribution (MOD) as qualified to apply for and receive funding in the amount of \$3,946,500.00.

Purpose:

The Community Development Block Grant - Mitigation (CDBG-MIT) program is administered by the Texas General Land Office (GLO). This memo is in regard to application for program funds provided to regions impacted by Hurricane Harvey. This Regional Mitigation Program (COG MODs), Council of Governments (COG) developed a local Method of Distribution (MOD) to allocate the CDBG-MIT funds to eligible entities. The MOD was approved by the GLO on October 19, 2022.

The Coastal Bend Council of Governments (CBCOG) MOD approved an allocation to the City of Kingsville in the amount of \$3,946,500.00 with all allocated funds to be used for Low to Moderate Income benefit projects. Funds are to be used for mitigation projects, such as flood and drainage improvements, water and sewer improvements, streets, or bridges improvements, and other CDBG eligible activities. Applications for funding from this program are required to be submitted by the City no later than February 21, 2023, at 5:00 PM.

Background:

On March 20, 2020, the U.S. Department of Housing and Urban Development (HUD) announced approval of the state action plan for Community Development Block Grant for Mitigation (CDBG-MIT) funding in response to the 2017 Hurricane Harvey disaster. The State of Texas was allocated \$4,297,189,000.00 from this appropriation and the General Land Office was identified as the administrative agency. On March 13, 2020, Acting Assistant Secretary for Community Planning and Development John Gibbs approved the State of Texas's Action Plan for Community Development Block Grant Mitigation administration of funds. These funds are to be allocated in designated areas for disaster mitigation activities. HUD's Mitigation Definition as stated in the Federal Register, 84 FR 45838 (August 30, 2019) is as follows:

"Activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters."

Eligible activities include improving flood control and drainage, improvements to water and sewer facilities, streets, multifamily housing, dike/dam/stream/riverbank repairs, buyouts or acquisition, and other measures.

Through the Regional Mitigation Program, (COG MODs), established in the State of Texas CDBG-MIT Action Plan, each COG region impacted by Hurricane Harvey in 2017 was allocated funds for hazard mitigation projects.

There is no commitment in applying.

Financial Impact:

No match for the costs of these qualified projects is required.

Recommendation:

Staff recommends approval of this resolution.

		<p>approval, CBCOG will share the allocation calculations with County officials so they can make informed decisions about where best to spend the allocation.</p> <p>Staff reached out to communities eligible for allocations to ensure they are prepared to accept the funding. One community, Odem, shared that they may not be ready in time to receive the funding. CBCOG made the decision to roll their allocation into the San Patricio county allocation</p>
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Table 5

*Add more rows if needed

Eligible Activities

Activities must meet the criteria outlined in the Regional Mitigation Program (COG MODs) section of the State of Texas CDBG Mitigation Action Plan.

The COG has addressed prioritization of eligible activities as follows:

<input checked="" type="checkbox"/>	The COG has chosen not to limit subrecipients in the region to projects meeting regional priority activities.	
-OR-		
<input type="checkbox"/>	The COG has limited subrecipients in the region to selecting projects meeting the following regional priority activities:	
<input checked="" type="checkbox"/>	Flood control and drainage improvement, including the construction or rehabilitation of stormwater management systems #7 #8	<input checked="" type="checkbox"/> Water and sewer facilities #7 #9
<input checked="" type="checkbox"/>	Natural or green infrastructure #4 #6	<input type="checkbox"/> Communications infrastructure
<input checked="" type="checkbox"/>	Public Facilities (shelter, library, etc.)	<input type="checkbox"/> Provision of generators
<input type="checkbox"/>	Economic development (assistance to businesses for the installation of disaster mitigation improvements and technologies; financing to support the development of technologies, systems and other measures to mitigate future disaster impacts; "hardening" of commercial areas and facilities; and financing critical infrastructure sectors to allow continued commercial operations during and after disasters)	<input checked="" type="checkbox"/> Removal of debris #4
		<input checked="" type="checkbox"/> Streets or bridges #5
		<input checked="" type="checkbox"/> Other infrastructure improvements 4
		<input type="checkbox"/> Public Services (within the 15% cap)
		<input type="checkbox"/> FEMA Hazard Mitigation Grant Program (HMGP) cost share for CDBG-MIT eligible project
		<input checked="" type="checkbox"/> Buyouts or Acquisitions with or without relocation assistance, down payment assistance, housing incentives, or demolition
		<input type="checkbox"/> Activities designed to relocate families outside of floodplains

Table 6

Ineligible Activities

Ineligible activities are outlined in the Regional Mitigation Program section of the State of Texas CDBG Mitigation Action Plan, as amended, and should be referenced accordingly.

RESOLUTION #2022-_____

A RESOLUTION OF THE CITY COMMISSION OF KINGSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT COUNCIL OF GOVERNMENTS METHOD OF DISTRIBUTION (CDBG COG MOD) APPLICATION TO THE TEXAS GENERAL LAND OFFICE FOR ELIGIBLE MITIGATION PROJECT ACTIVITIES AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT PROGRAM.

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

WHEREAS, certain conditions exist related to disastrous events, which represent a threat to the public health, safety, and welfare; and

WHEREAS, it is necessary and in the best interests of the citizens of the City of Kingsville to apply for funding under the GLO State of Texas CDBG Mitigation COG MOD;

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

1. That a GLO State of Texas CDBG Mitigation COG MOD application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Community Development Block Grant Council of Governments Method of Distribution.
2. That the application be for \$3,946,500 of grant funds to provide hazard mitigation and improvement projects for eligible activities. No match for the costs of these qualified projects is required.
3. That the Mayor and City Manager are designated as the Chief Executive Officers and Authorized Representatives to act in all matters in connection with this application and participation in the CDBG-MIT COG MOD Program.
4. That the Mayor and City Manager are designated to oversee all grant activities so as to ensure there are no Conflicts of Interest.
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 this resolution shall be and become effective on or after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 14th day of November, 2022.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

PROJECT: CDBG MIT Regional Mitigation Program

COMMUNITY PROJECTS	QUANTIT Y	UNIT	UNIT COST (\$ PER UNIT	TOTAL COST (\$)	ELIGIBLE ACTIVITIES	DESCRIPTION OF PROJECT
Demo Abandoned Structures	16	Ea.	\$ 6,000.00	\$ 96,000.00	Buyout or Acquisition with or without relocation assistance	Demolition of dilapidated structures throughout the City.
Drainage Study	1	LS	\$ 250,000.00	\$ 250,000.00	Flood Control and Drainage Improvements	Drainage study for 12 areas throughout city.
Old Hospital Asbestos Abatement	1	LS	\$ 200,000.00	\$ 200,000.00	Removal of Debris	Asbestos Remediation of Old Hospital (Includes material & installation of alum. edging, 3" limestone base & 1" asphalt(6 ft. wide path)
Parks Walking Trail	1	LS	\$ 175,000.00	\$ 175,000.00	Natural or Green Infrastructure	
Parks Lighting Ball Fields	1	LS	\$ 250,000.00	\$ 250,000.00	Natural or Green Infrastructure	Sports Lighting for Baseball Field
Parks Flag Poles	1	LS	\$ 25,000.00	\$ 25,000.00	Natural or Green Infrastructure	New Flag Poles and Flags at Parks Dept.
Kleberg Ave. /Drainage	1	LS	\$ 600,000.00	\$ 600,000.00	Street or Bridges	New Concrete Roadway and Drainage from 7th to 8th St. 1 Block
10th St. Bridge Rehab.	1	LS	\$ 50,000.00	\$ 50,000.00	Street or Bridges	10th St. and Tranquitas Bridge
City Hall Landscaping	1	LS	\$ 285,000.00	\$ 285,000.00	Natural or Green Infrastructure	Landscaping of Front Lawn
Water Tower Rehab	1	LS	\$ 1,500,000.00	\$ 1,500,000.00	Water and Sewer Facilities	Rehab 3 Elevated and 1 Ground Water Storage Tanks
Smoke Testing Waste Water	1	LS	\$ 200,000.00	\$ 200,000.00	Water and Sewer Facilities	Wastewater Smoke Testing City Wide
9th St. Drainage	1	LS	\$ 200,000.00	\$ 200,000.00	Flood Control and Drainage Improvements	Rehab Existing Clay Drainage Line
#14 Waterwell Pump House	1	LS	\$ 25,000.00	\$ 25,000.00	Flood Control and Drainage Improvements	New Metal Building at Pump Station
Public Works Remodel	1	LS	\$ 50,000.00	\$ 50,000.00	Public Facilities (Shelter, Library, etc.)	Install New Fixtures and Ceiling Grid Tiles
TOTAL CONSTRUCTION COSTS						
Contingency Cost(9% of Total Constr. Costs)			\$ 3,360,000.00	\$ 3,360,000.00		
Engineering Cost(8% of Total Constr. Costs)			\$ 302,400.00	\$ 302,400.00		
			\$ 268,800.00	\$ 268,800.00		
			\$ 3,931,200.00	\$ 3,931,200.00		
			\$ 3,946,500.00	\$ 3,946,500.00		
			\$ 15,300.00	\$ 15,300.00		

AGENDA ITEM #12

RESOLUTION # 2022-__

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN KLEBERG COUNTY, TEXAS AND THE CITY OF KINGSVILLE, TEXAS FOR THE L. E. RAMEY GOLF COURSE GREENS RENOVATION PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County of Kleberg and the City of Kingsville have previously entered into interlocal agreements to share expenses for various departments for the residents of their respective entities; and

WHEREAS, these interlocal agreements were enacted to reduce duplicitous services and expenses from having each entity provide the same services; and

WHEREAS, on October 13, 2014 the City Commission via Resolution #2014-58 approved an Interlocal Agreement, also known as Concession Agreement, with the County for the City to take over management and operation of the L.E. Ramey Golf Course located just outside the city limits within the City's extraterritorial jurisdiction

WHEREAS, the County and the City desire to see the continued operation of and improvements to the L.E. Ramey Golf Course within Kleberg County; and

WHEREAS, the County and the City have tentatively agreed to evenly split the cost of the Greens Renovation Project at the Golf Course whose total cost is anticipated to be \$259,520.00, which makes each entity's share \$129,760.00.

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

I.

THAT the City authorizes and directs the Mayor, as an act of the City of Kingsville, Texas, to enter into an Interlocal Cooperation Agreement Between Kleberg County, Texas and the City of Kingsville, Texas for L.E. Ramey Golf Course Greens Renovation Project as reflected in the attached document.

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
____ 14th ____ day of ____ November ____, 2022.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN
KLEBERG COUNTY, TEXAS
AND
THE CITY OF KINGSVILLE, TEXAS
FOR
THE L.E. RAMEY GOLF COURSE GREENS RENOVATION PROJECT**

**STATE OF TEXAS §
 §
COUNTY OF KLEBERG §**

WHEREAS, this Interlocal Cooperation Agreement made, entered into and executed by and between the County of Kleberg, a body and corporate and politic under the laws of the State of Texas (hereinafter referred to as "County") and the City of Kingsville, Texas, a home rule municipal corporation under the laws of the State of Texas (hereinafter referred to as "City"); pursuant to the Interlocal Cooperation Act, Texas Government Code Annotated Chapter 791. The County and the City desire to enter into an interlocal agreement for the purpose of providing funding for the renovation of the greens at the L.E. Ramey Golf Course located at 2522 E. Escondido Road, Kingsville, Texas 78363 ("Golf Course"), collectively ("Project").

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et. seq. authorizing governmental units, such as cities and counties to enter into agreements for the purpose of improving the efficiency and effectiveness of local governments.

WHEREAS, the County and the City believe the proposed greens renovation Project will provide for the continued operation of the golf course, improve the health and quality of life of the residents of their jurisdictions, and be an economic asset.

NOW, THEREFORE, this Agreement is made and entered into by the County and the City for the mutual consideration stated herein:

WITNESSETH

Kleberg County, Texas ("County") and the City of Kingsville, Texas ("City") jointly agree to provide funding for the cost to resurface the greens at the L.E. Ramey Golf Course located at 2522 E. Escondido Road, Kingsville, Texas 78363 ("Project") as described herein this Agreement. The City will procure, in compliance with the Texas Local Government Code, the services of a vendor who can perform the work needed to complete the project.

I. CITY'S CONTRIBUTION

The City agrees to pay for half of the amount of the greens renovation Project at the Golf Course with said half being an amount of One Hundred Twenty-Nine Thousand Seven Hundred Sixty Dollars and No Cents (\$129,760.00). The City will submit payment within 30 days of receipt of invoice.

II. COUNTY'S CONTRIBUTION

The County agrees to pay for half of the amount of the greens renovation Project at the Golf Course with said half being an amount of One Hundred Twenty-Nine Thousand Seven Hundred Sixty Dollars and No Cents (\$129,760.00). The County will submit payment within 30 days of receipt of invoice.

III. TERMS AND TERMINATION

- A. This Agreement shall be effective from and after the date of execution of the last party to sign the Agreement. The Agreement shall expire after the successful completion of the construction of the Project, unless previously terminated pursuant to Section III.B.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement the defaulting party shall have 30 days after receipt of written notice of the default within which to cure the default. If such default is not cured within the 30 days, then the offended party shall have the right without further notice to terminate this Agreement and seek any remedies available to it.
- C. The greens renovation project consists of seven (7) greens on the front nine holes (not to include Holes #1 and #4) and eight (8) greens on the back nine holes (not to include Hole #14), and the Clubhouse Practice Putting Green for a total of 16 golf greens to renovate. The greens renovation project is for removal of the existing putting surface grass and replacement with Seashore Paspalum Dynasty grass, and any other repairs to the fringe area during removal and installation of the new grass.

IV. AUDIT

County, its auditor, or its designated representative(s) shall have the unrestricted right to audit with reasonable notice during normal working hours of the City any and all accounting or other records regarding any funds paid or claimed under this Agreement or other records regarding any funds paid or claimed under this Agreement including but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software, or firmware, or any other item utilized by the City regarding the Agreement. City contracts and agrees that all records shall be kept and maintained for a period of time not less than three years from the date of the termination of this Agreement. After inspection by the County of any such records it requests to have copies of, the County shall submit a written request for such records to the City who will provide them within ten business days of receiving the written request.

The results of any audit may be furnished to the other party for comment. In the event that any audit shall determine that moneys are owed to the other party, such sums are deemed to be due and payable to the other party within 30 days of the date of the invoice for such cost being hand delivered or deposited in the U.S. Mail, Certified Mail, Return Receipt Requested.

The audit provisions of this Agreement shall survive the termination of this Agreement until all claims brought by either party are fully paid or reduced to judgment with the appeals process having been exhausted.

V. LIABILITY

County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Tort Claims Act to be responsible for any liability or damages that the County may suffer as result of claims, demands, costs or judgments, including all reasonable attorney's fees against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this Agreement and cause by the sole negligence of the County, its agents, officers and/or employees.

City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Tort Claims Act to be responsible for any liability or damages that the City may suffer as result of claims, demands, costs or judgments, including all reasonable attorney's fees against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this Agreement and cause by the sole negligence of the City, its agents, officers and/or employees.

City and County agree that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, agents, and officers shall be determined in accordance with the comparative responsibility laws of the State of Texas.

VI. MISCELLANEOUS

- A. **Severability.** If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.

- B. **Law and Venue.** The Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Kleberg County, Texas.
- C. **Alteration, Amendment, or Modification.** This Agreement may not be altered, amended, or modified except in writing, approved by the County and the City.
- D. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The parties hereto understand, agree and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees, or other agents to induce execution of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.
- E. **Notice.** Notices to either party shall be in writing and may be either hand-delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of the County and the City for all purposes shall be:
- a. County: County Judge
Kleberg County
P.O. Box 752
Kingsville, TX 78364
Phone: (361) 595-8585
 - b. City: City Manager
City of Kingsville
P.O. Box 1458
Kingsville, TX 78364
Phone: (361) 595-8002
- F. **Assignment.** This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the parties.
- G. **Independent Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. City and County agree and acknowledge that each governmental entity will be responsible for their own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- H. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to

create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the law of the State of Texas and of the United States.

- I. **Compliance with Laws.** The parties hereto shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
- J. **Authorization for Funding.** The parties each separately certify that payments made under this Agreement will be made from current revenues, and any future payments are subject to future appropriations.
- K. **Not For The Benefit Of Third Parties.** This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third party.
- L. **Not For The Benefit Of Third Parties.** This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third party. The parties do not have and may not be deemed to have any duty to any particular person or persons.
- M. **Effect Of Waivers.** No waiver by either party of any default, violation, or breach of the terms, provisions, and covenants contained in this Agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Agreement.
- N. **Warranty.** The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this agreement.
- O. **Captions.** Captions to provision of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.
- P. **Effective Date.** This Agreement is effective on the date when the last party executes this agreement.
- Q. **Multiple Originals.** Two (2) copies of this Agreement are executed; each shall be deemed an original.

WHEREFORE, premises considered, the undersigned parties do hereby certify that (1) the responsibilities specified above are properly within the statutory functions and programs of the parties to this Agreement; (2) the parties hereto are legally authorized to perform the required duties of the agreement, and (3) this Agreement has been duly authorized by the governing body of both parties.

The Agreement is hereby executed by the parties hereto, each respective party acting by and through its duly authorized official as required by law, in duplicate counterparts each of which shall be deemed to be an original, to be effective on the date specified herein.

KLEBERG COUNTY, TEXAS

Hon. Rudy Madrid, County Judge

Date Signed

Attest:

Stephanie G. Garza
Kleberg County Clerk,

APPROVED AS TO FORM:

Kira Talip Sanchez
County Attorney

CITY OF KINGSVILLE, TEXAS

Hon. Sam R. Fugate, Mayor

Date Signed

Attest:

Mary Valenzuela,
Kingsville City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

AGENDA ITEM #13

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa, Purchasing Manager
DATE: October 11, 2022
SUBJECT: RFP 22-18 Resurfacing of Greens at the L.E. Ramey Golf Course

Summary:

This item authorizes the City Manager to accept proposal and enter onto a contract with Aguillon Irrigation and Consulting from San Antonio, Texas 78229 for RFP 22-18 for the Resurfacing of the Greens at the L.E. Ramey Golf Course.

Background:

We published a Request for Proposals #22-18 in the newspaper on September 9, 2022, and September 15, 2022. Request for Proposals were accepted until 2:00 PM on September 20, 2022. One response was received from Aguillon Irrigation and Consulting from San Antonio, Texas 78229. The L.E. Ramey Golf Course requested the resurfacing of the greens to provide a better golfing experience for its customers. Please refer to the proposal attached.

Financial Impact:

The total amount of \$259,520.00 will be split funded through FY22-23 Budgeted Funds:
GL # 001-5-4502-71215 \$129,760.00
Kleberg County Match #58002 \$129,760.00

Recommendation:

It is recommended for the City Manager to accept proposal and enter onto a contract from Aguillon Irrigation and Consulting from San Antonio, Texas 78229 for RFP 22-18 for the Resurfacing of the Greens at the L.E. Ramey Golf Course.



IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day above written.

The City of Kingsville
Owner

Contractor

By: _____
Signature

By: _____
Signature

Mark McLaughlin, City Manager
Print Name & Title

Print Name & Title

ATTEST:

Mary Valenzuela, City Secretary

Date: _____

Approved as to Form:

Courtney Alvarez, City Attorney

**CITY OF KINGSVILLE BID FORM FOR
RESURFACING OF GREENS AT L.E. RAMEY GOLF COURSE**

PROJECT NO. RFP 22-18

BID OPENING DATE: SEPTEMBER 20, 2022 at 2:00 p.m.

I/We submit the following proposal in **IN PAPER** for a **Contract for Renovation of greens at L.E. Ramey Golf Course** in accordance with the City of Kingsville Instructions to RFP 22-18, Specifications, agreement and bid form less tax.

Price quoted for services rendered F.O.B., City of Kingsville, Kingsville, Texas. Service Delivery shall be on an "as-needed" basis.

The City may consider non-responsive any proposal not prepared and submitted in accordance with the provisions herein and may waive any formalities and/or technicalities or reject any and all proposals.

Item No.	Internal Ref. Number	Type	Description	QTY	UOM
1	RFP 22-18	BASE	LUMP SUM: SCOPE OF WORK AS NOTED FOR RENOVATION OF GREENS AT L.E. RAMEY GOLF COURSE.	1	LS
			\$ 259,520.00		

Number of calendar days to complete contract 90 days

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown and specified in the Scope of Work.

Company hereby agrees to commence work under this contract within 10 days after notice to PROCEED is issued and complete the work within 90 calendar days.

Receipt is acknowledged of the following addenda:

No. _____ Dated _____ No. _____ Dated _____

Company agrees that the Owner has the right to accept or reject any or reject any or all bids and to waive any or all formalities.

DATE: 9/26/2022

Respectfully submitted this the 26 day of September 2022.

SIGNATURE:

John Aguillon

TYPE/PRINT NAME:

John Aguillon

TITLE:

owner

LEGAL COMPANY NAME:

Aguillon Irrigation & Consulting

ADDRESS:

4727 Newcome Dr

(Street)

San Antonio TX 78229

(City, State, Zip Code)

TELEPHONE NO.

210 367-5505

FAX NO.

866 272-5503

E-MAIL:

JCAguillon4@aol.com

XXXXI. CONTRACT

Successful Bidder shall be required to execute a Service Agreement with the City, attached hereto as Exhibit "A".

REFERENCES

Reference No. 1

Name: George Sanchez
Firm: City of Eagle Pass Golf Course
Title: Parks Director
Address: 480 S Adams St. Eagle Pass Tx 78852
Email address: jsanchez@eaglepass.tx.us
Phone: 830-3256806

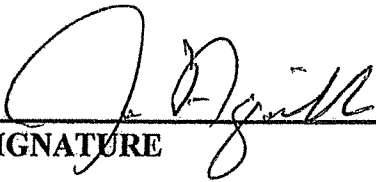
Reference No. 2

Name: David Smith
Firm: P & D consulting
Title: Golf Course Superintendent
Address: 2016 Farinas St Laredo Tx 78041
Email address: dwsboyz@hotmail.com
Phone: 956-308-3118

Reference No. 3

Name: John Leavitt
Firm: Kermit Golf Course
Title: Superintendent / PGA Pro
Address: 947 E Waco St Kermit Tx 79745
Email address: John.leavitt@yahoo.com
Phone: 432-208-8466

September 26, 2022
DATE


SIGNATURE

John Aquillon
PRINT/TYPE NAME

Owner
TITLE

Aquillon Irrigation & Consulting
LEGAL COMPANY NAME



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jeffrey Fletcher Insurance Agency 12227 Huebner Rd Ste 102 San Antonio TX 78230-2153		CONTACT NAME: AnaVega PHONE (A/C, NO, EXT): 210-798-2017 FAX (A/C, NO): 210-798-2034 E-MAIL ADDRESS: ana.jfletcher@farmersagency.com																						
INSURED AGUILLON IRRIGATION & CONSULTING 4727 NEWCOME DR SAN ANTONIO TX 78229		<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Mesa Underwriters Specialty Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td>Farmers Insurance Exchange</td><td>21652</td></tr><tr><td>INSURER C:</td><td>Mid Century Insurance Company</td><td>21687</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Mesa Underwriters Specialty Insurance Company		INSURER B:	Farmers Insurance Exchange	21652	INSURER C:	Mid Century Insurance Company	21687	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Mid Century Insurance Company	21687																						
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			MP004202800209402	08/01/2022	08/01/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			606754067	08/01/2022	08/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			A07517383	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ana Vega</i>

I John Aguilon / Aguilon Irrigation
Have provided services for:

City of San Antonio

City of Eagle Pass

City of Carrizo

City of Kerritt

City of Rankin

Personnel

John Aguilon Licensed Irrigator

Fidel Pozos Licensed Irrigator & Shaper

9 other employees

We have worked for the City of
Kingsville before.

Cost of Project

\$264,520.00



Proposal

FROM: John Aguillon
Aguillon Irrigation Lic #8750
4727 Newcome Dr
San Antonio TX 78229 210-367-5505

Page. No. 2

PROPOSAL SUBMITTED TO:

Name: LE Ramey Golf Course
Phone: 361-592-1101 Date: February 6, 2022
Street: 2522 E Escondido Rd
City: Kingsville
State: TX Zip: 78364

I propose to furnish all materials and perform all labor necessary to complete the following Greens Renovation:

This proposal is to do everything with in the scope of work under **RFP 22-18** for renovation of greens at the LE Ramey Golf Course.

All the work is to be completed in a substantial and workmanlike manner for the sum of Two Hundred Fifty-nine Thousand Five Hundred twenty Dollars (\$259,520.00). Payment due on percentage of weekly work completed.

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Authorized Signature John Aguillon

ACCEPTANCE

Signature

Date



AGENDA ITEM #14

To: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

From: Kingsville Economic Development Grant Administrative Board

Date: October 26, 2022

Subject: Kingsville Economic Development Grant Application Approvals

BACKGROUND:

On January 10, 2022 via Resolution #2022-03, the Kingsville City Commission approved an Economic Development Grant Program and Manual to spur new economic activity within the Kingsville city limits. The Commission subsequently appointed members to the Economic Development Grant Administrative Board to review and make recommendations on grant applications. The grant has been widely publicized in the local newspaper, regional television, social media, newsletters and speaking directly to community organizations.

The Chamber of Commerce has spoken to well over 100 interested individuals regarding the grant.

Application 1:

Applicant: Claudia Lopez

Project Name: Color My World Kids Academy

Project Location: 215 E Santa Gertrudis

New or Existing Business: New Business

Grant Request: \$30,000

Total Project Costs: \$201,284

Board Recommendation: \$30,000.00

Number of New Jobs:

- FT Year 1- 6
- PT Year 1- 4
- FT Year 2- 6
- PT Year 2- 4

Number of Jobs Retained:

FT Year 1- N/A
PT Year 2- N/A
FT Year 2- N/A
PT Year 2- N/A

Project Summary:

The applicant is seeking a grant to cover the purchase furniture, outdoor equipment, remodeling and shades for the outdoor area.

The applicant is a current day care operator (Tiny Hands) and is looking to open a second facility in Kingsville.

The grant would cover the purchase of the following:

2- sinks: \$2,518

8- cribs: \$4,792

8- infant highchairs: \$1,134

6- tables: \$2,093

36- chairs: \$2,412

6- cubbies: \$ 3,645

Total: \$16,594

Additional funds would go towards the labor to install the materials and remodeling.

Sharon Pennington moved to approve the grant in the requested amount of \$30,000.00.

Charlie Williams seconded the motion and it passed 8 in favor and 0 against.

Application 2:

Applicant: Christopher Flores

Project Name: Javelina Brewing Company

Project Location: 211 E Caesar, Ste C

New or Existing Business: Existing Business

Grant Request: \$42,877

Total Project Costs: \$71,000

Board Recommendation: \$10,830 for keg washer and kegs

Number of New Jobs:

Number of Jobs Retained:

- | | |
|----------------|----------------|
| • FT Year 1- 2 | FT Year 1- N/A |
| • PT Year 1- 4 | PT Year 2- 2 |
| • FT Year 2- 2 | FT Year 2- N/A |
| • PT Year 2- 4 | PT Year 2- 2 |

Project Summary:

The applicant is seeking a grant to cover additional equipment and inventory to increase production and sales.

2- 220 gallon fermenters: \$18,188

40- 7.75 gallon kegs: \$3,330

1- keg beer dispenser: \$3,829

1- keg washer: \$7,750

Raw Goods (grain, hops, yeast): \$10,000

Justin Bray moved to approve the purchase of the keg washer and kegs for a total grant of \$10,830. Sharon Pennington seconded the motion and it passed 7 in favor and 0 against.

Application 3:

Applicant: David Thibodeaux

Project Name: The Kate Building

Project Location: 400 E. Kleberg Avenue

New or Existing Business: New Business

Grant Request: \$390,893.00

Total Project Costs: \$1,017,219

Board Recommendation: \$200,000 for electrical, plumbing, ceiling, HVAC/labor, and elevator/install

Number of New Jobs:

- FT Year 1- 25-35
- PT Year 1-
- FT Year 2-
- PT Year 2-

Number of Jobs Retained:

FT Year 1- N/A
PT Year 2- N/A
FT Year 2- N/A
PT Year 2- N/A

Project Summary:

The applicant is seeking a grant to cover the following:

Roof: \$37,000

Electric: \$42,500

Plumbing: \$22,500

Ceiling: \$16,500

Floors: \$26,000

Parking: \$10,000

Frame/Sheetrock/Finish Out: \$100,000

HVAC/Labor: \$41,393.50

Elevator + install: \$80,000

Fixtures: \$10,000

Back Door + install: \$5,000

Mark McLaughlin moved to approve \$200,000 for the following:

Electric: \$25,362.97

Plumbing: \$22,500.00

Ceiling: \$16,500.00

HVAC/Labor: \$41,393.50

Elevator/Install: \$94,243.53

Justin Bray seconded the motion and it passed 5-0.

FINANCIAL IMPACT:

There is \$500,000 allocated in the City's FY22-23 budget for the Economic Development Grant Program in line item #123-5-1060-34900. The recommended awards total \$240,830. If the recommended awards are approved by City Commission that would leave \$259,170 available for other application awards later this fiscal year.

RECOMMENDATION:

The Grant Administrative Board recommends approval of the three grant applications as follows:

1. Applicant: Claudia Lopez for Project Name: Color My World Kids Academy;
Recommendation: \$30,000
2. Applicant: Christopher Flores for Project Name: Javelina Brewing Company;
Recommendation: \$10,830 for keg washer and kegs
3. Applicant: David Thibodeaux for Project Name: The Kate Building;
Recommendation: \$200,000 for electrical, plumbing, ceiling, HVAC/labor, and elevator/install

RESOLUTION #2022- 03

A RESOLUTION ADOPTING CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT PROGRAM AND ADMINISTRATIVE MANUAL; AND PROVIDING FOR EVALUATION OF EACH APPLICATION FOR CONFORMITY WITH SUCH PROGRAM AND CRITERIA PRIOR TO SUBMISSION TO THE COMMISSION.

WHEREAS, the City Commission desires to establish the City of Kingsville Economic Development Grant Program and Administrative Manual because they see a need for economic development in the city;

WHEREAS, the City believes offering local economic incentives will stimulate new economic development within the city;

WHEREAS, improvements to property in the city increase assessed values thereby expanding the tax base and adding new businesses or expanding existing businesses also increases economic activity through sales tax, new or retained jobs, and new ad valorem taxes; and

WHEREAS, the City has received funding which will allow for the creation of this Economic Development Grant Program within the City of Kingsville;

WHEREAS, the City of Kingsville desires to establish and provide for the administration of a program that provides economic incentives to promote local economic development in the city, pursuant to authority found in federal, state, and local law.

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

I.

THAT the City of Kingsville Economic Development Grant Program and Administrative Manual (attached as Exhibit A) is hereby approved for two years from the effective date of this resolution;

II.

THAT the Guidelines at the end of a term of two (2) years may be readopted, modified, amended or rewritten as the conditions may warrant;

III.

THAT the Guidelines once adopted may be amended or repealed by a vote of three-fourths of the members of the City Commission during the term for which they are effective.

IV.

THAT the city staff shall evaluate each application for conformity with such Guidelines prior to submission to the City Commission.

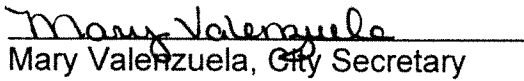
V.

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 10th day of January, 2022.


Sam R. Fugate, Mayor

ATTEST:


Mary Valenzuela, City Secretary

APPROVED AS TO FORM:


Courtney Alvarez, City Attorney

CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT PROGRAM AND ADMINISTRATIVE MANUAL

January 2022

Contact:
Mark McLaughlin
City Manager
400 W. King Ave.
Kingsville, TX 78363
(361) 595-8002
mmclaughlin@cityofkingsville.com



CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT (EDG) PROGRAM AND ADMINISTRATIVE MANUAL

PART I. The Economic Development Grant Strategy

Part I. Economic Grant Program Background and Objectives

Part I. A. 1: Background

The City of Kingsville recognizes the challenges of economic development as well as the incredible opportunities that a strategic approach can create. In an effort to bolster the economic development efforts within the City, the City has formed a grant program designed to assist in the creation and/or expansion of businesses in the community.

Since 2005, the City of Kingsville has seen negative job growth. From the high point of 13,235 in April 2018, Kingsville has lost 2,643 jobs.

Kingsville's poverty rate currently sits at 29.7%, nearly double the state average of 14.9%. The median income for Kingsville is \$38,343, well below the state average of \$59,570.

These factors have led to flat population growth, which hurts the prospects of recruiting development partners to the community.

The Economic Development Grant will seek to address and mitigate one of the most frequent barriers to job creation, project funding.

Part I. A. 2: Grant Objectives

The City of Kingsville and the Kingsville Chamber of Commerce formalized a partnership in 2015 to enhance economic development efforts. Since then, the two organizations have worked aggressively to recruit new development partners to Kingsville. In that time frame the Chamber of Commerce has successfully recruited eight new businesses who have hired over 300 employees with development costs of over \$13 million.

Previous efforts have been primarily focused on recruiting external dollars to the community. The economic development grant adjusts that approach to focus on incentivizing local residents to create or expand jobs.

It is understood that some resources, whether public or private financing, do not fully meet the needs of a potential project. One of the primary goals of the EDG is to assist those potential business projects by filling the gap in funding needed to launch the project. The EDG is **not** intended to be the sole source of funding for any project in Kingsville. The EDG is intended to augment up to 25% of a total project's cost (allowable costs only). This means the applicant is responsible for 75% of the total allowable project costs in addition to any other costs not allowed under the EDG. Non-allowable project costs listed in Part I. B. 3. below shall not be factored into the percentage calculations. Grant requests of greater than 25% of the allowable project costs shall be considered by the Grant

Administrative Board on a case-by-case basis and shall undergo more detailed scrutiny, such as return on investment, job creation, financial standing and other information to determine statistically if a project has a reasonable chance of success. No grant application shall be awarded for amounts greater than 50% of the total allowable project cost.

Only projects within the city limits of the City of Kingsville will be eligible to apply for the EDG.

The EDG intends to improve the economic climate of the Kingsville community by focusing on the following:

- The EDG will help to diversify the economy of Kingsville by encouraging new businesses to locate within its boundaries, especially those businesses that are growth oriented that would utilize the local labor force.
- The EDG may require the creation of permanent, full-time jobs for each project.
- The EDG will be used to encourage, develop, and assist business start-ups, retentions and expansions, especially those businesses that promote the efforts of women, minorities, the handicapped, and the low-skilled workers.
- The EDG may be used to encourage and aid in expansion of existing businesses, especially those who would provide jobs to permanent residents of the community.
- The EDG will be used to fill financial gaps for small incubator companies that utilize and promote innovative technologies.
- The EDG may be used to fully utilize the natural resources of the region, being consistent with recognized conservation practices in the development of agricultural and industrial expansion, especially in value-added processing of the region's agricultural products.

Part I. B Grant Overview

Part I. B. 1: Cost/Job Ratio

One of the primary outcomes of each EDG grant is the creation or retention of jobs in Kingsville. Eligible grant applications shall to the fullest extent possible create or retain one job per each \$10,000 that is funded through the grant program. These jobs must be created or retained at the location in the City of Kingsville.

Should an applicant fail to reach the minimum job ratio, the applicant may apply for a waiver by meeting one or more of the following considerations:

- a. Historic preservation/revitalization,
- b. Community need,
- c. Community support, and/or
- d. Long term community value.

Part I. B. 2: EDG Funding Projection

The EDG intends to focus 30% to 50% of the grant funds for working capital. Grants for fixed assets may account for more than 50% of all grant disbursements.

Fixed assets are defined for the purposes of this grant as assets which are purchased for long-term use and are not likely to be converted quickly into cash, such as land, buildings, and equipment.

Working capital is defined for the purposes of this grant as the capital of a business which is used in its day-to-day operations.

Part I. B. 3: Anticipated EDG Investments

The EDG will primarily target, but not be limited to, the creation and retention of jobs in the following areas: industrial, research and development, aerospace, manufacturing, logistics, professional services, high-tech, retail, food establishments, processing, value-added agricultural products, and the service sector. These businesses will be targeted because of the high number of full-time, living wage employment opportunities that these businesses produce.

Activities to be financed by the EDG may include, but not be limited to:

1. Business and industrial acquisitions, construction, conversion, enlargement, repair, modernization, or development costs including improvements to the façade of a building.
2. Purchase and develop land, easements, rights-of-way, buildings, facilities, leases, or materials.
3. Purchase equipment, machinery, or supplies.
4. Pollution control and abatement.
5. Start-up costs and working capital.
6. Job training programs.

Grants may be made to applicants for start-up costs, expansion and retention of jobs, and while large companies may submit applications for EDG assistance, emphasis will be placed on assisting small businesses and residents of the City of Kingsville.

EDG Grants may not be used for:

1. Costs of incorporating a business.
2. Purchase of vehicles.
3. Any project outside of the Kingsville, Texas city limits.
4. Purchase of technology/equipment or software.
5. Collateral for private loans or other grants.
6. To pay off debt of any kind.
7. Consulting fees.
8. Marketing or advertising fees.
9. Professional services including but not limited to: architecture, legal, accounting, finance or any other professional services.
10. Plats and permitting fees or associated costs.
11. Costs associated with storage units.
12. Utility costs or deposits.
13. Down payment for the purchase of property.
14. Any fees associated with a franchise agreement.

NOTE: Members of the Grant Administrative Board are ineligible to apply for an EDG.

Standards to be achieved through the EDG include, but are not limited to:

1. Projects which have a direct economic impact on the community including the creation of jobs and tax base for the City of Kingsville.

2. Minority enterprise development.
3. Women owned business development.
4. Veteran owned business development.
5. Growth potential of applicant companies including number of employees as well as sales.
6. Commitment to hire City of Kingsville or Kleberg County residents including contractors and subcontractors to the fullest extent possible.
7. Commitment to purchasing equipment and materials in the City of Kingsville to the fullest extent possible.
8. Revitalization of agriculture and industrial economy.
9. Revitalization of downtown district.
10. Generation of tax revenues for governmental entities which will enable them to upgrade infrastructure that may result in additional industry expansion.
11. Employment of the handicapped.
12. Linkages with area's existing business economy.
13. Ability of borrower's company to meet TCEQ pollution control standards and other environmental requirements.
14. Proposed commitment of private lending institutions to the project.
15. Other projects approved by the Grant Administrative Board and Kingsville City Commission.

Part I. B. 4: Private Investment Leveraging

The EDG portfolio is designed to be a bridge for resource funding of up to 25% of a total allowable project cost (4:1 ratio) meaning that a private investor is expected to use 75% of their own capital with the EDG funding up to 25%. The upper limit on EDG may be raised to 50% on a case-by-case basis. The private investment dollars can come from, but are not limited to, the following: area banks, savings and loan associations, investment companies, personal capital, and venture capitalists.

Reasonable assurances must be provided by the applicant that the grant proceeds will not be used to substitute for private capital. These assurances will include execution of the Bank Commitment Letter and Bank Certification of Surplus Asset Unavailability. In addition, personal financial statements will be reviewed in order to determine the availability and accessibility of private capital.

Part I. B. 5: Business Assistance Needs

It is understood that financing is but one of the business development components needed for a successful EDG program. All aspects of business management assistance will be necessary for a successful grant application.

The Kingsville Chamber of Commerce has strategic partnerships with the SBA and SBDC who can assist applicants with business plan development and other items necessary for a successful application.

Part I. C: EDG Application Criteria

Part I. C. 1: Application Criteria

Due to the risk the City incurs in the form of grant funding, the following criteria for an EDG must be considered, and prepared as part of an application submission:

- Permanent residents of the City of Kingsville will receive preferential consideration.
- Must be 18 years of age or older.
- Project must fall within the city limits of Kingsville, Texas.
- Must provide a history and description of the business and an analysis of management ability.
- Must provide a statement detailing use of grant proceeds.
- Must provide an analysis of economic impact.
- Resumes of those involved in day-to-day management.
- A balance sheet and income statement for the previous three years or the life of the business if less than three years old.
- A current (within 90 days of application) balance sheet and income statement.
- For a new business, a pro forma balance sheet and annualized income statement for the first two years.
- A monthly cash flow analysis for 12 months, or 3 months beyond break-even point, if longer than 12 months.
- A schedule of debts which includes the original date, amount, payment, interest rate, balance owed, maturity, to whom payable and collateral securing loan. Indicate if loan is current or delinquent.
- Description of jobs created or retained along with position titles and wage information.
- A schedule of debt financing planned for the next 12 months.
- If the business is a franchise, include a copy of the franchise agreement and the franchisor's disclosure statement that is required by the Federal Trade Commission.
- The names of affiliated (ownership or management) or subsidiary businesses and year-end financial statements for each.
- A copy of any previous government financing received by any principals or affiliated companies. Include the name of the agency, the original date and amount, outstanding balance, loan status and collateral securing the loan.
- If a corporation, a resolution from the board of directors pursuant to the terms specified in the commitment letter.
- If a partnership, a copy of the partnership agreement.
- If applicable, a copy of the existing or proposed lease agreement and "Landlord's Waiver Agreement."
- A quote from an independent contractor that is registered with the City of Kingsville for construction projects on an "as completed basis."
- Preliminary plans and specifications, including copies of key cost documents such as real estate purchase agreements, contractor cost estimates, vendor quotes for machinery and equipment, etc.
- If applicable, a statement of costs incurred in the application preparation & by whom.
- Bank certification of no surplus assets availability.
- Certification that the applicant or project partners have not previously filed for bankruptcy protection.

Part I. C. 2: Economic Development Grant Amounts

The EDG will range from a minimum of \$10,000 to a maximum of \$250,000. However, should the nature of a project be such that it would help achieve the stated goals of the EDG, (i.e. creation of a large number of jobs, etc.), the City of Kingsville may elect to recommend approval for an EDG grants that are less than \$10,000, or that exceeds \$250,000 provided there is an affirmative recommendation from the Grant Administrative Board and approval by the Kingsville City Commission.

EDG project funds shall be disbursed to the grant recipient at the same rate the applicant's private capital is expensed. These conditions shall be established in the grant commitment letter from the City of Kingsville. All funds from the City of Kingsville to the grant applicant shall be via direct deposit to the approved banking institution listed in the commitment letter.

Part I. C. 3: Economic Development Micro Grants

EDG applicants wishing to request an amount less than \$10,000 may apply for a micro grant.

Applicants for micro grants must complete the full application process, demonstrate that they meet all other application requirements with the exception of the 1 job they have created/retained per \$10,000 awarded.

Micro grant application will undergo the same review process as larger EDG grant applications and shall be allowed up to a maximum of 50% of the applicants allowable cost share amounts. (The typical 25% grant/75% applicant match does not apply to micro-grants).

The project must provide a clear and defined need for the prospective business and must directly relate to the opening, expansion, or upgrade of the business.

Part I. C. 4: Credit Reports

Upon request of the Grant Administrative Board, the following credit, and other, reports may be used to determine the credit worthiness of the applicant and/or principals.

1. Personal credit report of applicant.
2. Personal credit report of principals.
3. Business credit reporting utilizing TRW, Dun & Bradstreet, or any other reporting agency as determined by the Grant Administrative Board.
4. Letter or email verification of creditors not reflected on credit reports.
5. Letters of recommendation by public and community business leaders if credit reports have insufficient credit listings.

All credit reports and other information collected by the EDG Grant Administrative Board will be incorporated into the grant application, which is presented to the Kingsville City Commission.

Personal and confidential information will be redacted from the reports. Personal and confidential information will consist of personal addresses, dates of birth, bank account information, credit report information, driver's license information, and social security numbers, or other information deemed confidential under the law.

Part I. C. 5: Appraisal Reports

Independent appraisal reports will be required for the purchase of land, construction projects, or improvements to an existing facility which is owned by the applicant.

Appraisal reports from the Kleberg County Appraisal District shall not be the sole source for appraisal information and valuation.

In some cases, where an appraisal has previously been completed, but is over two years old, a letter of update will be requested. EDG projects involving construction will require an "as built appraisal." Appraiser certifications will be the minimum "state certified" or better. The appraisal information is incorporated into the grant application.

PART II. GRANT OPERATIONAL PROCEDURES

Part II. Organizational Structure

Part II. A. 1: Overview of the EDG Organizational Structure

Administration of all EDG's shall fall to the authority of the Grant Administrative Board. Final disposition on approval or denial of EDG applications rests solely with the Kingsville City Commission. The Grant Administrative Board will possess the ability to:

1. Find projects.
2. Screen and package grants.
3. Process applications and forward recommendations to the Kingsville City Commission.
4. Monitor and Close grants.

The Grant Administrative Board, the Kingsville Chamber of Commerce, the Kingsville Economic Development Corporation, and City of Kingsville shall not provide any legal, accounting, or professional assistance for applicants. Applicants needing assistance for professional services will be required to seek such assistance from other sources.

Part II. A. 2: Grant Administrative Board

The Grant Administrative Board shall be the membership responsible for receiving applications, assessing their validity and potential for success in accordance with this manual, and make a recommendation on approval or denial of EDG applications to the Kingsville City Commission. Currently serving Grant Administrative Board members are ineligible to apply for any EDG.

The Grant Administrative Board shall consist of four fixed positions as follows:

- A. City Manager-Chair,
- B. City of Kingsville Planning Director-Vice Chair and voting member,

C. City of Kingsville Finance Director – voting member,
D. President/CEO of the Kingsville Economic Development Corporation/Chamber of Commerce-voting member, and
five (5) at-large voting members nominated by the Kingsville City Manager and approved by the Kingsville City Commission. The five at-large members shall represent a cross section of the local business community. The members of the board must have extensive business and financial expertise.

The Grant Administrative Board shall meet monthly or as needed by order of the chair.

The at-large Grant Administrative Board Members shall serve terms of two years with no limitation on the number of terms served.

The Grant Administrative Board shall follow Roberts Rules of Order and comply with provisions of the Texas Open Meetings Act. As an open meeting, the Grant Administrative Board shall conduct all business to include a vote on the final recommendation of each project before sending the package to the Kingsville City Commission.

As many of the details required for a thorough assessment of a EDG application contain personally identifiable information, and other sensitive information, the Grant Administrative Board Chair has the authority to appoint subcommittees of Grant Administrative Board Members to convene in private outside the Texas Open Meetings act to discuss each application, interview the applicant if necessary, and bring those recommendations to the full board for a discussion and vote during posted meetings.

Full Grant Administrative Board membership consists of nine voting members. A quorum is either 5 members that must contain either the Chair or Vice Chair, or if a membership slot is vacant, a quorum is 50% of the total membership plus one, and must include either the Chair or Vice Chair.

To consider a project and recommend it to the Kingsville City Commission, a quorum of the Grant Administrative Board is required, and the project may only be forwarded with a majority vote of the quorum either with a recommendation of approval or denial. In the event of a tie vote of the Grant Administrative Board, the tie-breaker will be an additional vote amongst the four fixed members only with the overall vote results forwarded to the Kingsville City Commission.

Part II. A. 3. EDG Selection Criteria

EDG applicants shall submit two copies of their application (one for each position below) and all required documentation in paper form, as well as submit any questions to both the Kingsville City Manager and the President/CEO of the Kingsville Economic Development Corporation/Chamber of Commerce at the Kingsville Chamber of Commerce. Addresses below:

City Manager
City of Kingsville, Texas
400 W. King Ave.

P.O. Box 1458
Kingsville, Texas 78363
citymanager@cityofkingsville.com
(361) 595-8002

and
Manny Salazar
President/CEO
Kingsville Chamber of Commerce
231 E. Kleberg Avenue
Kingsville, Texas 78363
Manny@Kingsville.org
(361) 592-6438

Upon completion of the application and submission of necessary documentation, the Grant Administrative Board will review all applications internally either in a subcommittee or full membership. The EDG Grant Administrative Board will make a formal recommendation to the Kingsville City Commission on all grant applications; both recommended for approval or declined. The Kingsville City Commission has sole authority to grant final approval for any and all applications.

A simple majority vote of the Kingsville City Commission is required to overturn a Grant Administrative Board recommendation.

EDG applications are available at the Kingsville Planning Department, the Kingsville Chamber of Commerce or online at the City of Kingsville or Kingsville Chamber of Commerce websites respectively.

Part II. A. 4: Performance Assessment Process

The EDG Performance Assessment for each project shall be pursuant to the conditions established in the commitment letter.

The City Manager shall have oversight of projects approved by the City Commission. This shall include tracking of projects both approved or in the cycle for consideration. The City Manager shall also coordinate with other departments and the EDC/Chamber of Commerce on the status of project development and the closeout of all EDG projects.

The City of Kingsville Finance Director is responsible for grant payments to the recipient and that funds are allocated pursuant to the commitment letter for approved expenses.

The President of the Economic Development Corporation/CEO of the Kingsville Chamber of Commerce and the Finance Director are tasked for the daily monitoring of projects, receive the recipients monthly progress reports and notify the City Manager of any deviations of a project from the terms set forth in the commitment letter.

The Planning Director is tasked to ensure all projects follow established building codes and permitting requirements.

Recipients of an EDG are responsible to comply with all conditions set forth in this manual, the commitment letter, any amendments to the commitment letter, and shall furnish the President of the Economic Development Corporation/CEO of the Kingsville Chamber of Commerce, and the Finance Director, a monthly report on the status of their project in line with the requirements set for in the commitment letter. The President of the Economic Development Corporation/CEO of the Kingsville Chamber of Commerce and

the Finance Director shall forward all reports to the City Manager monthly for inclusion in Staff Reports for the City Commission.

The EDG program will be monitored by the Grant Administrative Board to see how key components of the EDG plans are being accomplished. A semi-annual EDG Performance Assessment shall be prepared by the President of the Economic Development Corporation/CEO of the Kingsville Chamber of Commerce and the Finance Director and forwarded to the City Manager, who will present to City Commission. Any other updates may be presented throughout the year as requested by City Commission.

Part II. B. Grant Application and Processing Procedures

Part II. B. 1: Grant Application

An applicant is solely responsible for submitting a completed application and all required documentation to the President/CEO of the Kingsville Economic Development Corporation/Chamber of Commerce. The following is required before consideration by the Grant Administrative Board:

- A. A completed application form (available at Kingsville Planning Department, Kingsville Chamber of Commerce or online at either the City of Kingsville or the Kingsville Chamber of Commerce websites).
- B. A history and description of the business and an analysis of management ability.
- C. A statement detailing total project cost, amount and percentage of grant requested, and designated use of grant proceeds.
- D. Must provide an analysis of economic impact.
- E. Resumes of those involved in day-to-day management.
- F. A balance sheet and income statement (current within the previous 90 days of application) for the previous three years or the life of the business if less than three years old.
- G. For a new business, a pro forma balance sheet and annualized income statement projected for the first two years of the business.
- H. A monthly cash flow analysis for 12 months, or 3 months beyond break-even point, if longer than 12 months.
- I. A schedule of debts which includes the original date, amount, payment, interest rate, balance owed, maturity, to whom payable and collateral securing loan. Indicate if loan is current or delinquent.
- J. Description of jobs created or retained along with position titles and wage information.
- K. A schedule of debt financing planned for the next 12 months.
- L. If the business is a franchise, include a copy of the franchise agreement and the franchisor's disclosure statement that is required by the Federal Trade Commission.
- M. The names of affiliated (ownership or management) or subsidiary businesses and year-end financial statements for each.
- N. A copy of any previous government financing received by any principals or affiliated companies. Include the name of the agency, the original date and amount, outstanding balance, loan status and collateral securing the loan.
- O. If a corporation, a resolution from the board of directors authorizing the company to borrow.
- P. If a partnership, a copy of the partnership agreement.
- Q. If applicable, a copy of the existing or proposed lease agreement and "Landlord's Waiver Agreement."

- R. A quote from an independent contractor that is registered with the City of Kingsville for construction projects on an "as completed basis."
- S. Preliminary plans and specifications, including copies of key cost documents such as real estate purchase agreements, contractor cost estimates, vendor quotes for machinery and equipment, etc.
- T. If applicable, a statement of costs incurred in the application preparation & by whom.
- U. Bank certification of no surplus assets availability.
- V. Certification that the applicant or project partners have not previously filed for bankruptcy protection.
- W. Permission to pull credit reports.

Part II. B. 2: Grant Approval Procedures

The Grant Administrative Board will consider each grant request on a first-come-first-serve basis and will take appropriate action in order to make a recommendation to the Kingsville City Commission. This document is a guide for use by the Grant Administrative Board; however, each application is unique, and the Grant Administrative Board has authority to evaluate each application on its merits and potential for success using any available research to reach a decision.

The Grant Administrative Board may take action to recommend the EDG with standard conditions; recommend the EDG with additional conditions; defer the EDG until additional information is obtained, or not recommend the EDG. The Kingsville City Commission must then agree to either approve or reject the Grant Administrative Board's recommendation. A Grant Administrative Board's decision to the Kingsville City Commission is a majority of a quorum present for a discussion and vote on a project. A simple majority vote of the Kingsville City Commission is required to overturn a Grant Administrative Board's recommendation.

A successful EDG applicant will receive a thirty-day commitment letter from the City of Kingsville City Manager containing the following minimum content:

- A. EDG award amount.
- B. Terms of the EDG to include scope of work and detailed specifics for use of grant funding.
- C. Banking instructions.
- D. Any additional EDG conditions presented by the Grant Administrative Board and approved by the Kingsville City Commission.
- E. Non-compliance conditions
- F. EDG amendment procedures,
- G. Instructions for EDG reporting and document retention.

The commitment letter shall be signed and returned within thirty days to the Kingsville City Manager. An extension of time may be granted upon request by the recipient if approved by the Grant Administrative Board.

An unsuccessful EDG applicant from the Kingsville City Commission will receive a denial letter from the City of Kingsville City Manager, which will list reasons for the denial of the application. The letter will be without prejudice and will allow the applicant to reapply if the negative conditions should change or if additional information is offered for the Grant Administrative Board's consideration.

Grant applications shall be considered until annual City of Kingsville budgeted amounts in Fund 123 are exhausted.

Part II. B. 3: Grant Disbursement

Once a grant application has been approved by the Kingsville City Commission and the executed commitment letter has been returned to the City of Kingsville and is on-file with the City of Kingsville, the applicant will work with the City of Kingsville Finance Department for transfer of approved grant funding pursuant with the terms of the grant.

Grant funding shall be transferred to the applicant under the following conditions:

- A. Micro-grants shall be transferred to the applicant's banking institution as delineated in the commitment letter no later than 30 days after return of the commitment letter to the City of Kingsville.
- B. Any EDG applicant awarded an amount over the micro-grant award level shall receive funding as from the Kingsville Finance Department pursuant to the terms in the commitment letter, which shall typically be disbursed at a rate equal to the recipient's expense of private resources until all EDG funds for the recipient have been transferred.

Should a grant recipient fail to return the signed commitment letter to the City of Kingsville City Manager within 30 days, the grant will be considered abandoned. Should a grant recipient wish to pursue a grant after the 30-day window, they must provide a letter to the Grant Administrative Board detailing the failure to comply with the terms of receipt for funds and remedy for the failure. The Grant Administrative Board may recommend to City Commission an extension for the applicant to receive funds or deny the extension. If a grant is not approved by City Commission for extension, the applicant must re-start the entire process from the beginning.

Part III. : Grant Monitoring and Closing Procedures

Part III. A. 1: Grant Monitoring Procedures

Monitoring of the EDG shall be conducted by the President/CEO of the Kingsville Economic Development Corporation/Chamber of Commerce and the Finance Director with reports monthly to the Grant Administrative Board. The following monitoring tasks include:

- a) Make periodic visits to the recipient to review the use of funds to ensure compliance with terms approved by Kingsville City Commission.
- b) Request and review receipts and other documents from the applicant to affirm that funds have been spent for the approved purpose.
- c) Request and review documents to verify the requirement of the creation or retention of one job per each \$10,000 that is funded through the grant program has been met, unless the micro-grant exception applies.
- d) Coordinate with the Kingsville Planning Director that the applicant is following all permitting procedures and any other applicable laws of federal, state, and City government.
- e) Accept and validate EDG recipient reports as directed in the commitment letter.

Approval of an EDG Grant does not create an exemption from the permitting and review process as required by the City of Kingsville.

Part III. A. 2: Grant Non-Compliance Procedures

Should an applicant be found to be out of compliance with the terms of the grant, or an amended grant, the Grant Administrative Board will send a letter to the recipient indicating which terms are out of compliance.

The grant recipient shall be provided 10 days from the date of the letter to respond and take the necessary steps to correct items that are out of compliance.

Should a grant recipient fail to respond and/or fail to take necessary steps to correct items that are out of compliance within the 10-day timeframe, the grant will be considered void and the recipient must repay the City of Kingsville 100% of the grant award without regard for the amount of funds that have been previously spent by the recipient.

In addition, the City of Kingsville may revoke any existing Certificate of Occupancy (COO) or deny an updated COO if the project pulled any permits from the City of Kingsville for non-compliance with the terms of the EDG, or place a lien on the property, for non-compliance in the amount of the award, and take other legal action as allowed by law.

Part III. A. 3: Grant Close-out Procedures

Upon successful completion of the EDG project to the satisfaction of President of the Kingsville Economic Development Corporation/Chamber of Commerce, the Finance Director, AND the City of Kingsville Planning Director, a final report on the project shall be submitted to the Kingsville City Manager with all aforementioned member signatures verifying completion of the project. The final report shall include:

- A. Verification that all terms of the commitment letter have been completed.
- B. A final expense report provided by the EDG recipient detailing all expenses on the project and a detailed itemization of authorized EDG expenses.
- C. A closeout document signed by the Kingsville City Manager, Kingsville Planning Director, Kingsville Finance Director, and the President/CEO of the Kingsville Economic Development Corporation/Chamber of Commerce shall mark the official closeout date of the EDG project.

Part IV. Administrative Procedures

Part IV. A. 1: Grant Files and Closing Documentation

Electronic files will be maintained by the City of Kingsville for each grant for a period of seven years from the date of grant completion.

Files will contain the following documents:

- A. Completed and approved Grant Application and supporting documents,
- B. Grant approval documents and correspondence, and,
- C. Copies of all other required reports and documents for the processing of the grant from start to completion.

Part IV. A. 2: Accounting Procedures

All EDG accounts will be direct deposited by the grant recipient in an FDIC insured financial institution as stipulated within the commitment letter.

EDG grant funds must be direct deposited by grant recipient in an independent account or subaccount to prevent mixing of grant funds with other funds.

Grant funds must remain segregated until all such funds are expended.

The EDG Grant Administrative Board may request, and grant recipient must provide, documents to verify segregation of funds.

Any EDG funds un-expensed upon completion of the approved project shall be returned to the City of Kingsville.

Part IV. A. 3: EDG Application Rules for Application and Re-visit Rates

No person may be awarded or be utilizing more than one EDG at the same time.

EDG applications may not be submitted by more than one person to run concurrently on a single project. Example, a husband and wife may not individually apply for EDG's to be used on a joint project.

Once a recipient has successfully executed a EDG project through the closeout process, they are eligible to re-apply for a successive EDG no earlier than two years following the official closeout date of the previous EDG.

AGENDA ITEM #15

**City of Kingsville
Human Resource Department**

TO: Mark McLaughlin, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: October 12, 2022

SUBJECT: DRAFT - Collective Bargaining Agreement Between City of Kingsville and Kingsville Law Enforcement Association, October 1, 2022 – September 30, 2023

Summary: The current two (2) year collective bargaining agreement between the City of Kingsville (City) and the Kingsville Law Enforcement Association (KLEA) is set to expire on September 30, 2022. The City and KLEA met to negotiate certain items as mandated by Texas Local Government Code for entities which have voted in collective bargaining.

Meetings were held as follows:

May 31st

June 9th and 23rd

July 19th and 21st

August 3rd and 9th

September 28th

Meetings were conducted and a tentative agreement between the City and KLEA was reached during negotiations.

KLEA advised the association members voted on October 5, 2022, to approve the proposals tentatively agreed upon during negotiations.

Below is a summary of articles with proposed changes. The affected articles, in their entirety, are attached to this memorandum.

ARTICLE		CHANGE REASON
Table of Contents		Updated to incorporate revisions
Article 8	Probationary Period	Capitalization (grammar)
Article 9	Promotions	Section 1 - Clarification/simplification Section 8 – New Section 9 & 10 – Restructuring of sections
Article 16	Safety and Equipment	Section 6 #5. Clothing allowance increase from \$75 monthly to \$100 monthly #6. New - \$75 uniform boot reimbursement program
Article 20	Holidays	Clarification for holidays to occur on actual day instead of City observed day
Article 24	Leaves of Absence	Addition of 4 hours of Flex Leave added during employee's birthday month

City of Kingsville Human Resource Department

Article 29	Compensation	Section 2 #2. Peace Officer Certification - increase of \$10 per month #5. Shift Differential – Increase from \$0.35 to \$ 0.50 per hour #6. Field Training Officer – Increase from \$9.25 to \$15.00 per day
Article 31	Employee Investigations & And Disciplinary Action	Incorporation of Police Department updated Policy 208 (Citizen Complaints) and Policy 209 (Internal Investigations)
Article 38	Duration	One (1) year agreement - October 1, 2022 to September 30, 2023
Appendix A	Wages Schedule	4.5% increase

Background: As per Texas Local Government Code (TLGC) Chapter 174 Fire and Police Employee Relations, the City held negotiation meetings with Kingsville Law Enforcement Association.

TLGC 174.105 (b) states the following:

- (b) For purposes of this section, the duty to bargain collectively means a public employer and an association shall:
 - (1) meet at reasonable times;
 - (2) confer in good faith regarding compensation, hours, and other conditions of employment or the negotiation of an agreement or a question arising under an agreement; and
 - (3) execute a written contract incorporating any agreement reached, if either party requests a written contract

Financial Impact: The agreement presented is for a one (1) year with 4.5% increases to base wages and increases to peace officer certifications, shift differential, field training, clothing allowance and the addition of 4 hours of Flex Leave annually. Additional contract costs for FY 2022-2023 are \$ 204,168 including fringe benefits. A portion of these additional costs are incorporated in the FY 2022-2023 budget and fund balance will be used to meet contractual obligations not currently budgeted since they were unknown at the time the budget was adopted.

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR THE POLICE COLLECTIVE BARGAINING AGREEMENT.

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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#05

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures - 5</u>					
1030	City Special	Professional Services	31400		\$86,963
2101	Admin	Salaries	11100	\$3,112	
2101	Admin	Clothing	12100	\$300	
2101	Admin	Uniforms	21200	\$75	
2101	Admin	Certifications	12200	\$120	
2101	Admin	TMRS	11400	\$318	
2101	Admin	FICA	11500	\$283	
2101	Admin	Workers Comp	11700	\$141	
2101	Admin	Life Insurance	12300	\$9	
2102	Patrol	Salaries	11100	\$115,727	
2102	Patrol	Clothing	12100	\$900	
2102	Patrol	Uniforms	21200	\$2,625	
2102	Patrol	Certification	12200	\$3,000	
2102	Patrol	TMRS	11400	\$10,740	
2102	Patrol	FICA	11500	\$9,546	
2102	Patrol	Workers Comp	11700	\$4,473	
2102	Patrol	Life Insurance	12300	\$212	
2104	CID	Salaries	11100	\$35,810	

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
2104	CID	Clothing	12100	\$2,400	
2104	CID	Uniforms	21200	\$900	
2104	CID	Certification	12200	\$1,276	
2104	CID	TMRS	11400	\$3,554	
2104	CID	FICA	11500	3,159	
2104	CID	Workers Comp	11700	1,579	
2104	CID	Life Insurance	12300	\$102	
2106	Warrants	Salaries	11100	\$2,657	
2106	Warrants	Clothing	12100	\$300	
2106	Warrants	Uniforms	21200	\$75	
2106	Warrants	Certifications	12200	\$120	
2106	Warrants	TMRS	11400	\$277	
2106	Warrants	FICA	11500	\$246	
2106	Warrants	Workers Comp	11700	\$123	
2106	Warrants	Life Insurance	12300	\$9	
		Total		\$204,168	\$86,963

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for the Police Collective Bargaining Agreement. Funding for this request is covered by the unappropriated fund balance of General Fund less the remaining placeholder amount of \$86,963 for a net budget increase of \$117,205.]

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 24th day of October 2022.

PASSED AND APPROVED on this the _____ day of _____, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #16

City of Kingsville
Human Resource Department

TO: Mark McLaughlin, City Manager

FROM: Diana Gonzales, Human Resource Director

DATE: November 4, 2022

SUBJECT: Additional Funds Request

Summary:

This request is due to increased costs with additional funds requested for Employee Recognition and Safety Banquet and for Medical Treatment.

Background:

Budgeted Line-Item original amounts:

001-5-1100-31400	Professional Services	\$3,582
001-5-1100-32500	Catering	\$5,000

Financial Impact:

Increase to the following line items:

001-5-1100-31400	Professional Services	\$750 (banquet)
001-5-1100-32500	Catering	\$2,970 (banquet)
001-5-1100-32500	Medical Treatment	\$5,000 (daily operations)

Funding will come from the Budget Amendment Reserve account in the General Fund 001-5-1030-86000.

Recommendation: To consider the proposed request for additional funds and approve the budget amendment to cover the request.



ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR COST OVERRUNS IN THE HUMAN RESOURCES 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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#13

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures – 5</u>					
1100	HR	Professional Services	31400	\$750	
1100	HR	Catering	32500	\$2,970	
1100	HR	Medical Treatment	32500	\$5,000	
1030	City Special	Budget Amend Reserve	86000		\$8,720

[To amend the City of Kingsville FY 22-23 budget to appropriate additional funding for cost overruns in the Human Resources Department. Funding will come from the Budget Amendment Reserve account in General Fund.]

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 14th day of November 2022.

PASSED AND APPROVED on this the ____ day of _____, 2022.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #17

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Deborah Balli, Finance Director
DATE: October 31, 2022
SUBJECT: Request to roll end of year uncompleted GF ARP Projects

Summary:

At the end of each fiscal year, there are outstanding projects that need to be rolled over to following Fiscal Year.

Background:

During the budget process, it is not always known if projects are going to be completed by September 30, 2022. At the end of FY 21-22, the following General Fund ARP Projects are not completed and were not included in the budget for FY 22-23 and include the following:

- Jet Engine Program
- Dick Kleberg Parking Lot Project
- Dr Pepper Building Improvement Project
- Fire Station Roof Project

There is also a decrease needed in the amount budgeted for the Parks Revenue Replacement Projects. More expenditures were recorded in FY 21-22 than was anticipated resulting in a larger balance brought forward for this allotment.

Financial Impact:

Rolled uncompleted projects will be funded though the unappropriated fund balance for Fund 121. Funds were committed for these projects, but they were not completed at the end of FY 21-22. Projects cannot be completed this FY without the budgets established.

Recommendation:

Staff recommends the approval of the budget amendment for the rolled GF ARP projects.



ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ROLLOVER UNCOMPLETED COMMITTED GF ARP PROJECTS.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#08

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 121 – GF ARP Fund					
<u>Expenditures - 5</u>					
1030	City Special	Professional Services	31400	\$150,000	
		For Jet Engine Program			
4503	Park Maint	Dick Kleberg Park	59113	\$150,000	
		For Parking Lots			
4503	Park Maint	Grounds & Perm Fix	59100		\$27,598.64
		To adjust Budget due to additional expenditures in FY 21-22			
2104	Police	Building	71300	\$45,000	
		Dr. Pepper Bldg Improv			
2200	Fire	Building	71300	\$25,000	
		Fire Station Roof			

[To amend the City of Kingsville FY 22-23 budget to rollover uncompleted committed General Fund ARP Projects. Funds will come from the unappropriated fund balance of Fund 121.]

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 14th day of November 2022.

PASSED AND APPROVED on this the _____ day of _____, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #18

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uchechukwu Echeozo, Director of Planning

DATE: October 26, 2022

SUBJECT: Agenda Request – Receipt of Donation from Keep Kingsville Beautiful

Summary: We are requesting that Commission authorize the receipt of a donation from Keep Kingsville Beautiful in the amount of \$1,000.00 for the Trash-Off Event.

Background: Keep Kingsville has participated in Trash-Off for many years, usually contributing Tacos for Volunteers. The KKB Board decided to assist in a bigger way to help fund the event this fall. The Board voted unanimously to donate \$1,000 to the City of Kingsville to be used to pay for whatever expenses are associated with the Fall Trash-Off.

Financial Impact: This donation will increase the Planning Dept. donation revenue by \$1,000.00 and should be coded to line item 001-4-1603-72030 Code Compliance: Donation and then expensed to line item 001-5-1603-31439 Code Compliance: Professional Services-Events/Clean Up.

Recommendation: We ask that Commission authorize the receipt of up to \$1,000.00 donation and approve the associated budget amendment needed to record the funds in the Planning Department line items as shown above.



AGENDA ITEM #19

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uchechukwu Echeozo, Director of Planning

DATE: October 26, 2022

SUBJECT: Agenda Request – Receipt of Donation from Keep Kingsville Beautiful

Summary: We are requesting that Commission authorize the receipt of a donation from Keep Kingsville Beautiful in the amount of \$1,000.00 for the Trash-Off Event.

Background: Keep Kingsville has participated in Trash-Off for many years, usually contributing Tacos for Volunteers. The KKB Board decided to assist in a bigger way to help fund the event this fall. The Board voted unanimously to donate \$1,000 to the City of Kingsville to be used to pay for whatever expenses are associated with the Fall Trash-Off.

Financial Impact: This donation will increase the Planning Dept. donation revenue by \$1,000.00 and should be coded to line item 001-4-1603-72030 Code Compliance: Donation and then expensed to line item 001-5-1603-31439 Code Compliance: Professional Services-Events/Clean Up.

Recommendation: We ask that Commission authorize the receipt of up to \$1,000.00 donation and approve the associated budget amendment needed to record the funds in the Planning Department line items as shown above.



ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND A DONATION FROM KEEP KINGSVILLE BEAUTIFUL FOR THE TRASH OFF EVENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#09

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues - 4</u>					
1603	Code Compliance	Donation	72030	\$1,000	
<u>Expenditures - 5</u>					
1603	Code Compliance	Prof Svc-Events/Clean Up	31439	\$1,000	

[To amend the City of Kingsville FY 22-23 budget to accept and expend a donation from Keep Kingsville Beautiful for the trash off. Funds will come from the donation received.]

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 14th day of November 2022.

PASSED AND APPROVED on this the ____ day of _____, 2022.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #20

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



Donations

For Information on events and facilities
www.cityofkingsville.com/department/parks

Email:
sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

To: Mark McLaughlin, City Manager

From: Susan Ivy, Parks Director

Date: October 26, 2022

Re: City Commission Agenda Request Receipt of Donations from Healthy Family Sponsors

Summary – We are requesting Commission approve the receipt of donations for Parks Department Healthy Family Events.

History – Parks Department started this initiative in 2015 to supplement the need for additional funds in our recreation programming budget due to increased involvement in festivals and special events and the need to offer more programming to our community that focuses on drug/alcohol/bully free and active lifestyles.

Our partners this year are: Kleberg County Attorney's Specialized Crimes and Narcotics Task force \$2500.00

Kingsville Police Department \$2500.00

Christus Spohn Hospital Kleberg \$2500.00

Walmart Kingsville - \$2500.00

King Ranch - \$1250

La Posada de Kingsville \$1250.00

Sparklight Communications \$1875.00 Cash \$625 in kind ads on cable tv

District Attorney John Hubert \$1500

Ultra Screen Printing \$1500.00

Texas Community Federal Credit Union \$1500

Rotary Club of Kingsville \$100.00

Brookshire Foundation is a named sponsor money will come in later

Financial Impact – These Healthy Family donations will increase our recreational programming budget by \$18,975.00 in cash and \$625.00 in in-kind services. We ask that \$8975.00 be coded to special events 001-5-4513-31441 and \$10,000 be coded to Recreational programs 001-5-4513-31499

We ask that you approve the receipt of these donations and authorize the expenditure of these funds for the purpose for which they were donated and approve the associated budget amendment.



Parks & Recreation

P. O. Box 1458
Kingsville, Texas 78364
361-221-8705
Cell: 361-522-1202
sivy@cityofkingsville.com

September 13, 2022



To: Kingsville Area Businesses and Parks Supporters

Re: Sponsorship Request for Healthy Family Events in Kingsville

Dear Friends,

Kingsville Parks & Recreation is soliciting assistance to fund a series of events that will provide healthy opportunities for families to enjoy Nature Based, Drug/Alcohol/Bully Free, Healthy Lifestyle and FUN Educational, volunteer events and Recreational Entertainment at our community events and programming.

Our Parks budget has been blessed with some funds to provide a limited number of events and staffing for same, but we need assistance in order to provide the extended services our community has requested and deserves.

Instead of asking for assistance multiple times for each event for which we need assistance, we are expanding our current Healthy Family events schedule to incorporate all of our events and programming. Advertising your business will be included at each one of the events and/or programming listed on the attachment. All sponsors are for the October 1, 2022 through September 30, 2023 fiscal year.

Attached is page with the sponsorship levels we are seeking.

Deadline commitment to be inclusion in banners is September 23, 2022.

Attached you will find a list of events from which your business will be included in marketing.

If you have any questions, please feel free to call me at any time. 361-522-1202.

Thank you for your consideration.

**Susan Ivy,
Parks Director
City of Kingsville**

Sponsor Levels

\$2500.00 –

- **Business name and logo on Healthy Family event banner to be placed at each event scheduled. Also included in each Parks event poster/ad,**
- **Feature story on your business support on our social media page,**
- **Verbal acknowledgements through sound system at events and invitation to year end wrap up on our events.**
- **If Tshirts are printed for events your biz name will be on them.**

\$1500.00

- **Business name and logo on supporting sponsors event banner to be placed at each event scheduled**
- **Verbal acknowledgements through sound system at events**
- **Feature story on your business support on our social media page**
- **Invitation to year end wrap up on our events**
- **If Tshirts are printed for events your business name will be on them**

\$500.00 –

- **Business name Bolded Print on supporting sponsors event banner to be placed at each event scheduled and**
- **Verbal acknowledgements through sound system at events.**
- **Recognition on our Social Media pages and**
- **Invitation to year end wrap up of our events.**

\$100.00

- **Business name on supporting sponsors event banner to be placed at each event scheduled.**
- **Verbal Acknowledgements through sound system at events,**
- **recognition on our Social Media pages and**
- **invitation to year end wrap up of our events.**

Healthy Family Event Schedule

Providing Healthy recreational opportunities for families to enjoy: Nature Based, Drug/Alcohol/Bully Free, Healthy Lifestyle and FUN Educational and Recreational Entertainment

Events Include:

- *Butterfly Blitz added last year & Monarch 5k Run/Walk**
- *Trunk or Treat with KPD**
- *Ranch Hand Festival Kids' Corral**
- *La Posada de Kingsville Children's Day**
- *Ugly Sweater 5k Run/Walk & Teen Dance**
- *MLK celebration at Thompson Park**
- *Spring Break Events**
- *Fiesta de la Loteria**
- *Juneteenth celebration at Thompson Park**
- *Summer Family and Kids Mud Run**
- *Summer Camps**
- *4th of July Downtown Celebration**
- *Cinema Summer – must be sponsored individually at \$450.00**
- *Back to School 5k Run/Walk**
- *Signage on our interactive trail in Dick Kleberg Park**
- *Volunteers In Parks 3rd Saturday Work Days**





KING RANCH



Hospital Kleberg

The Colston Family Physical
Rehabilitation and Wellness Center

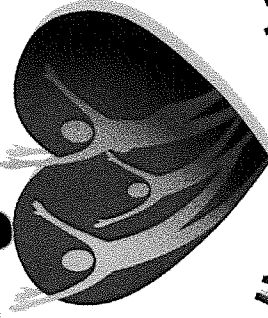
**B.C. & Addie
Brookshire
Foundation**

Walmart



/ Sparklight

Kingsville's



**Healthy Family
Partners**



TEXAS A&M
**AGRI LIFE
EXTENSION**
Kleberg and Kenedy Counties

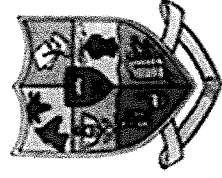
ULTRA
Screen Printing
and More



Rotary
Club of Kingsville



This is a collaborative effort by the Kingsville Healthy Family Partners to bring drug/alcohol/bully free and healthy living events and information to the citizens of Kingsville and Kleberg County. To become a partner please contact the Park Office at 361-221-8705.



COUNTY OF KLEBERG

AGENDA ITEM #21

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



Budget Am.
For Information on events and facilities
www.cityofkingsville.com/departments/parks
Email: sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

To: Mark McLaughlin, City Manager

From: Susan Ivy, Parks Director

Date: October 26, 2022

Re: City Commission Agenda Request Receipt of Donations from Healthy Family Sponsors

Summary – We are requesting Commission approve the receipt of donations for Parks Department Healthy Family Events.

History – Parks Department started this initiative in 2015 to supplement the need for additional funds in our recreation programming budget due to increased involvement in festivals and special events and the need to offer more programming to our community that focuses on drug/alcohol/bully free and active lifestyles.

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Ultra Screen Printing \$1500.00

Texas Community Federal Credit Union \$1500

Rotary Club of Kingsville \$100.00

Brookshire Foundation is a named sponsor money will come in later

Financial Impact – These Healthy Family donations will increase our recreational programming budget by \$18,975.00 in cash and \$625.00 in in-kind services. We ask that \$8975.00 be coded to special events 001-5-4513-31441 and \$10,000 be coded to Recreational programs 001-5-4513-31499

We ask that you approve the receipt of these donations and authorize the expenditure of these funds for the purpose for which they were donated and approve the associated budget amendment.

September 13, 2022



To: Kingsville Area Businesses and Parks Supporters

Re: Sponsorship Request for Healthy Family Events in Kingsville

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If you have any questions, please feel free to call me at any time. 361-522-1202.

Thank you for your consideration.

**Susan Ivy,
Parks Director
City of Kingsville**

Sponsor Levels

\$2500.00 –

- **Business name and logo on Healthy Family event banner to be placed at each event scheduled. Also included in each Parks event poster/ad,**
- **Feature story on your business support on our social media page,**
- **Verbal acknowledgements through sound system at events and invitation to year end wrap up on our events.**
- **If Tshirts are printed for events your biz name will be on them.**

\$1500.00

- **Business name and logo on supporting sponsors event banner to be placed at each event scheduled**
- **Verbal acknowledgements through sound system at events**
- **Feature story on your business support on our social media page**
- **Invitation to year end wrap up on our events**
- **If Tshirts are printed for events your business name will be on them**

\$500.00 –

- **Business name Bolded Print on supporting sponsors event banner to be placed at each event scheduled and**
- **Verbal acknowledgements through sound system at events.**
- **Recognition on our Social Media pages and**
- **Invitation to year end wrap up of our events.**

\$100.00

- **Business name on supporting sponsors event banner to be placed at each event scheduled.**
- **Verbal Acknowledgements through sound system at events,**
- **recognition on our Social Media pages and**
- **invitation to year end wrap up of our events.**

Healthy Family Event Schedule

Providing Healthy recreational opportunities for families to enjoy: Nature Based, Drug/Alcohol/Bully Free, Healthy Lifestyle and FUN Educational and Recreational Entertainment

Events Include:

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- *La Posada de Kingsville Children's Day**
- *Ugly Sweater 5k Run/Walk & Teen Dance**
- *MLK celebration at Thompson Park**
- *Spring Break Events**
- *Fiesta de la Loteria**
- *Juneteenth celebration at Thompson Park**
- *Summer Family and Kids Mud Run**
- *Summer Camps**
- *4th of July Downtown Celebration**
- *Cinema Summer – must be sponsored individually at \$450.00**
- *Back to School 5k Run/Walk**
- *Signage on our interactive trail in Dick Kleberg Park**
- *Volunteers In Parks 3rd Saturday Work Days**





KING RANCH



Hospital Kleberg

The Colston Family Physical
Rehabilitation and Wellness Center

**B.C. & Addie
Brookshire
Foundation**

Walmart



/ Sparklight

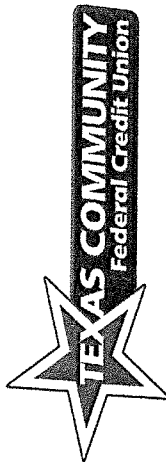


Kingsville's

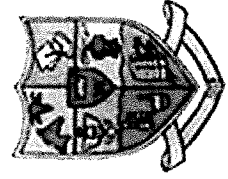


**Healthy Family
Partners**

**DLT & R
Screen Printing
and More**



TEXAS A&M
AGRI LIFE
EXTENSION
Kleberg and Kenedy Counties



COUNTY OF KLEBERG

This is a collaborative effort by the Kingsville Healthy Family Partners to bring drug/alcohol/bully free and healthy living events and information to the citizens of Kingsville and Kleberg County. To become a partner please contact the Park Office at 361-221-8705.

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND DONATIONS FOR THE PARKS DEPARTMENT HEALTHY FAMILY EVENTS.

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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#10

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues – 4</u>					
4513	Parks	Donations	58003	\$18,975	
<u>Expenditures - 5</u>					
4513	Parks	Special Events	31441	\$8,975	
4513	Parks	Recreational Programs	31499	\$10,000	

[To amend the City of Kingsville FY 22-23 budget to accept and expend donations for the Parks Department Healthy Family events, Funding will come from the donations received for these events.]

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 14th day of November 2022.

PASSED AND APPROVED on this the _____ day of _____, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #22

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: **Update November 4, 2022**

Originally sent February 4, 2022

SUBJECT: Justice Assistance Grant Program Application to the Office of the Governor,
Criminal Justice Division, Request for Budget Amendment

Summary:

The Kingsville Police Department requests to apply for the Edward J. Byrne Memorial Justice Assistance Grant (JAG), 34 U.S.C. 10152. JAG funds are made available through a Congressional appropriation to the United States Department of Justice. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Background:

Funding may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice purposes, including for any one or more of the following:

1. Law enforcement;
2. Prosecution;
3. Crime Prevention;
4. Corrections and community corrections;
5. Reentry; and
6. Assessment and Evaluation;

Note: "Criminal Justice Purposes" is defined as activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to



City of Kingsville Police Department

prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.

Financial Impact:

The Kingsville Police Department applied for an Eagle One Dispatch Console that is custom built on-site. The console has adjustable worksurface with Axys Control System with Fan, Heat, Task Lighting in the amount \$20,159.51. This equipment is listed in HGAC EC07-20. This grant does not require any cash match.

We have been notified that this grant has been awarded in the amount of \$20,159.51.

******We contacted the vendor for this equipment due to the increased costs due to inflation we anticipated since applying for this grant. The cost installed has increased to \$20,585.63. We will use funds from our general fund budget to cover the increase.

Recommendation:

We request a budget amendment to allow for the purchase of this equipment.



Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
Thereseb



Quote Number: 29815

Quote Date: 10/21/2022
Revision: E
Orig Create Date: 10/21/2022
Expires: 1/19/2023
Opp #: 0025590

Quote

Terms: 1% 20 Days, NET 30 Days

Page: 1 of 3

QUOTE TO:

Acct: KINPOLKITX

Kingsville Police Department
PO Box 1458
Kingsville TX 78364

Phone:
Email:

SHIP TO:

Kingsville Police Department - 210.3 Comms
1700 E King
Kingsville, TX 78363
USA

Salesperson: BRITTNEY MUSGRAVE
Phone: (214) 727-1681
Email: brittneym@xybix.com

HGAC EC07-20
EAGLE LINE
TAX EXEMPT

10.21.22-R2 Updated Pricing-TRB
04.47.2022 Drawing R2 update jej
04.19.22 Update expiration date jej
01.19.22 R1 revise table size and panels jej
12.2.21-R0 CREATE DRAWING-TRB

Supply Chain Surcharge:
This fee is the temporary upcharge we are experiencing for shipping related costs and delays

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-DS - 29-48in - 6.0 LF @ \$287.00/LF Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	1	1.00 EA	\$1,722.00	47.00 %	\$912.66	\$912.66
1.01	14145-BLK	Cable Pole 96" - Alum Black	28	2.00 EA	\$98.00	47.00 %	\$51.94	\$103.88
2.00	14486-3D.	Adj. Table Worksurface - Corner Dual Surface - 66L x 66R - Cable Management Included	3	1.00 EA	\$2,313.00	47.00 %	\$1,225.89	\$1,225.89
3.00	15701	L4 Table Base	5	1.00 EA	\$6,052.00	47.00 %	\$3,207.56	\$3,207.56
4.00	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 66L x 66R 16674 - Std VESA Mount Qty = 1 Total: \$414.00 - OPEN MARKET 16676 - Std VESA Mount 2 HI 2 Knuckle Qty = 2 Total: \$2,030.00 - OPEN MARKET OPEN MARKET	6	1.00 EA	\$5,231.00	47.00 %	\$2,772.43	\$2,772.43

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
Thereseb



Quote Number: 29815

Quote Date: 10/21/2022

Revision: E

Orig Create Date: 10/21/2022

Expires: 1/19/2023

Opp #: 0025590

Quote

Terms: 1% 20 Days, NET 30 Days

Page: 2 of 3

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
4.01	15560	Acrylic Cleaning Kit	7	1.00 EA	\$114.00	47.00 %	\$60.42	\$60.42
5.00	16130-8	Datadock2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	12	1.00 EA	\$602.00	47.00 %	\$319.06	\$319.06
5.01	11778	Ext. Monitor Cable 15' VGA High Quality Male/Female	15	1.00 EA	\$88.00	47.00 %	\$46.64	\$46.64
5.02	13101	Ext. Monitor Replacement Cable DVI-D Male/Male 5M (16' 4")	16	1.00 EA	\$88.00	47.00 %	\$46.64	\$46.64
5.03	14342	Display Port Cable 15 ft Male/Male	17	3.00 EA	\$88.00	47.00 %	\$46.64	\$139.92
5.04	15033	Data Package 12-Port Cat6	18	1.00 EA	\$456.00	47.00 %	\$241.68	\$241.68
5.05	15075	CAT6 Patch Cable 25' Red	19	1.00 EA	\$60.00	47.00 %	\$31.80	\$31.80
		OPEN MARKET						
6.00	11792-BLK	Power Bar - 10 Outlet With Black Sticker	13	1.00 EA	\$156.00	47.00 %	\$82.68	\$82.68
6.01	11792-OR	Power Bar - 10 Outlet With Orange Sticker	14	1.00 EA	\$156.00	47.00 %	\$82.68	\$82.68
7.00	16708.	Axys Control System with Fan Base Price: \$2,079.00 16707AXS - Heat - \$688.00 - OPEN MARKET 16709AXS - Task Lights - \$519.00 - OPEN MARKET 16711AXS - Footwell Lighting - \$155.00 - OPEN MARKET 16712AXS - Down Bias Lighting - \$155.00 - OPEN MARKET 16713AXS - Arc Lighting - \$519.00 - OPEN MARKET OPEN MARKET	20	1.00 EA	\$4,115.00	47.00 %	\$2,180.95	\$2,180.95
8.00	15463	Shelf Under Surface 19W x 9D - Metal	4	1.00 EA	\$146.00	47.00 %	\$77.38	\$77.38
8.01	15476	Shelf Under Surface USB Charging Upgrade Assembly	2	1.00 EA	\$122.00	47.00 %	\$64.66	\$64.66
11.00	16210	Cable Bridge Corner Angled Right Side	21	1.00 EA	\$229.00	47.00 %	\$121.37	\$121.37
11.01	15220-3D.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx48H Right Access	23	1.00 EA	\$1,865.00	47.00 %	\$988.45	\$988.45

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
Thereseb



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Quote

Terms: 1% 20 Days, NET 30 Days

Page: 3 of 3

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
19.00	10176EXT	Cup Holder - Extended for Eagle	24	1.00 EA	\$104.00	47.00 %	\$55.12	\$55.12
90.00	16139	Installers Kit Eagle Line	25	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
90.01	10166	Crating or Cradling Table for Shipment	26	2.00 EA	\$201.00	0.00 %	\$201.00	\$402.00
99.00	Other	Other Charges & Services	27	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
Line (27) - Miscellaneous Charge -								
Description								Ext. Price
1.) Pandemic Freight Surcharge								254.76
2.) LTL TKeep w Lift Install								2,625.00
3.) Installation								4,542.00
List Price Total:			\$24,481.00		Lines Total:		\$13,163.87	
					Line Miscellaneous Charges		\$7,421.76	
					Total:			
					Taxes Total:		\$0.00	
					Quote Total:		\$20,585.63	

Note 1:

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.

Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4481801	Award Amount:	\$20,159.51
Date Awarded:	11/4/2022	Grantee Cash Match:	\$0.00
Grant Period:	10/01/2022 - 09/30/2023	Grantee In Kind Match:	\$0.00
Liquidation Date:	12/29/2023	Grantee GPI:	\$0.00
Program Fund:	DJ-Edward Byrne Memorial Justice Assistance Grant Program	Total Project Cost:	\$20,159.51
Grantee Name:	Kingsville, City of		
Project Title:	Justice Assistance Grant Program		
Grant Manager:	Marvin Alcorn		
Unique Entity Identifier (UEI):	MYHPJ4MJZCL4		
CFDA:	16.738 - Edward Byrne Memorial Justice Assistance Grant Program		
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance		
Federal Award Date:	9/22/2021		
Federal/State Award ID Number:	15PBJA-21-GG-00289-JAGX		
Total Federal Award/State Funds Appropriated:	\$14,531,729.00		
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)		
Is the Award R&D:	No		
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.		

RESOLUTION #2022- 08

Grant 4481801

A RESOLUTION AUTHORIZING APPLICATION TO, ADMINISTRATION OF, AND ACCEPTANCE OF OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION'S CRIMINAL JUSTICE GRANT PROGRAM, FY2023; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM.

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 apply for and, if awarded, accept and administer the Office of the Governor, Public Safety Office, Criminal Justice Division's Criminal Justice Grant Program, FY2023, which provides funding to enable law enforcement agencies to have additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice purposes; and

WHEREAS, the funds are authorized under the Edward Byrne Memorial Justice Assistance Grant Program (JAG) to the U.S. Department of Justice, Bureau of Justice Assistance through congressional appropriation; and

WHEREAS, the City agrees to provide the applicable matching funds for the said project (if any), which are expected to be a zero; and

WHEREAS, to support the safety of officers and citizens through the purchase of a police dispatching console for this critical law enforcement position; and

WHEREAS, the City agrees that in the event of loss or misuse of the Office of the Governor 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 of Kingsville has previously applied for similar grants that assist with improved officer and citizen safety; and

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, administer, 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 Commission of the City of Kingsville approves the submission, acceptance (if awarded), and administration of the grant application for the Office of the

Governor, Public Safety Office, Criminal Justice Division's Criminal Justice Grant Program, FY2023.

II.

THAT the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to the Office of the Governor, Public Safety Office, Criminal Justice Division's Criminal Justice Grant Program, FY2023, including but not limited to 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.

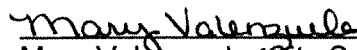
III.

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 14th day of February, 2022.


Sam R. Fugate, Mayor

ATTEST:


Mary Valenzuela, City Secretary

APPROVED AS TO FORM:


Courtney Alvarez, City Attorney

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS FROM THE JUSTICE ASSISTANCE GRANT PROGRAM (JAG).

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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#12

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 019 – PD Jag Grant					
<u>Revenues - 4</u>					
0000	Non Dept	Federal Grants	72005	\$20,159.51	
0000	Non Dept	Transfer from GF 001	75001	\$426.12	
<u>Expenditures - 5</u>					
2100	Police	Machinery & Equip	71200	\$20,585.63	
Fund 001 – General Fund					
6900	Transfer	Transfer to Fund 019	80019	\$426.12	
1030	City Special	Budget Amend Reserve	86000		\$426.12

[To amend the City of Kingsville FY 22-23 budget to accept and expend grant funds from the Justice Assistance Grant Program (JAG). Funding will come from the grant funding award and the cost overage will be funded by the budget amendment reserve account in General Fund.]

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 14th day of November 2022.

PASSED AND APPROVED on this the ____ day of _____, 2022.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #23

City of Kingsville
Public Works, Solid Waste Division

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: November 7, 2022

SUBJECT: Fund 068 CO Series 2013 Budget Amendment

Summary:

This item authorizes funding for emergency repairs to a 24" clay storm sewer pipe on the 700 block of 4th Street.

Background:

Wastewater crews were digging at the 700 block of North 4th street for a sewer main repair. During the excavation a 24" clay storm pipe was found to have several longitudinal cracks. This 24" storm drainage pipe extends from King Street north to Ave. "D" then discharges into Tranquitas Creek. As the crew continued the excavation to repair the sewer pipe, the storm pipe was found to be very brittle. Bridges Specialties, a contractor with slip line experience, was called to get an estimate for a slip line repair of the storm pipe. Upon inspection it was determined that slip lining a small section would work and was the most efficient repair at this time.

Financial Impact:

This will reduce the unappropriated Fund 068-CO Series 2013-Drainage balance, which can be used for storm water projects, by \$30,700.00.

Recommendation:

Staff is recommending approval of funds to cover the 24" clay storm drain repair.



Bridges Specialties Inc.

4233 FM624 Robstown Tx 78380
361-387-2743 wk 361-387-1769 fax
Jason@bsitx.cc

Proposal

November 3, 2022

Subject: **Kingsville 24" Storm**

Description of Services	Qty	Unit Price	Amount
Mobilize	LS		\$2,500.00
Pre TV-Inspection	LS		\$1,800.00
Post TV-Inspection	LS		\$1,800.00
24" x 48" Pipe Patch	3 EA	\$8,200.00	\$24,600.00

Exclusions: Well Pointing, Dewatering, Bypass Pumping, Cleaning Existing 24" Storm, Traffic Control

Total \$30,700.00

Comments:

This proposal includes labor, material, and equipment to perform the above described services. If additional charges for any work not mentioned in the above proposal are needed, a change order will be written and signed between both parties before the additional work is performed by Bridges Specialties Inc.

We appreciate your business and look forward to working with you on future projects. Should you have any questions, or if I may be of further service, please feel free to call me at 361-537-6698.

Jason Gordon

Bridges Specialties Inc.
Jason Gordon

ORDINANCE NO. 2022-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR EMERGENCY REPAIRS TO A 24" STORM DRAIN.

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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#11

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 068 – CO Series 2013 – Drainage					
<u>Expenditures - 5</u>					
3050	Street	Drainage	53100	\$30,700	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for emergency repairs to a 24" storm drain. Funding will come from the unappropriated fund balance of Fund 068.]

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 14th day of November 2022.

PASSED AND APPROVED on this the ____ day of _____, 2022.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #24

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa Purchasing Manager
DATE: November 8, 2022
SUBJECT: Service Agreement for Citywide Street Sweeping

Summary:

This item authorizes the City Manager to sign a Service Agreement with Sweeping Corporation of America, LLC, of Seven Hills, OH 44131, for Citywide Street Sweeping Agreement for the City of Kingsville.

Background:

The Street Department is currently in charge of sweeping the streets of the city. Recently the Street Department has been understaffed and busy paving streets. Also, the street sweeper the city owns has been in the repair shop. The proposed sweeping service agreement will sweep the downtown area, collector roads and residential roads as stated in the agreement.

Scope of work and cycles:

4.00 CM downtown area – 104 cycles @ \$63.00/CM Total = \$26,208.00

49.80 CM Collector Roads – 26 cycles @ \$63.00/CM Total = \$81,572.40

135.38 CM Residential Roads – 4 cycles @ \$63.00/CM

The vendor is a member of the Sourcewell Purchasing Cooperative (Contract No. 062421), which satisfies state procurement laws.

Financial Impact:

Funds are available through 092-5-3050-31400 Professional Services of which \$174,982.00 are budgeted this fiscal year. The amount of the service agreement will be \$141,896.16 for the first year.

Recommendation:

It is recommended that the City Manager sign a Service Agreement with Sweeping Corporation of America, LLC, of Seven Hills, OH 44131, for a Street Sweeping Agreement for the City of Kingsville, as per staff recommendation.

RESOLUTION #2022-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A STREET SWEEPING AGREEMENT WITH SWEEPING CORPORATION OF AMERICA, LLC.

WHEREAS, the City Commission of the City of Kingsville (City) finds it in the best interest of the citizens of Kingsville, that the City enter into a street sweeping agreement with Sweeping Corporation of America, LLC (SCA); and

WHEREAS, the SCA is a member of the Sourcewell Purchasing Cooperative and will provide sweeping services in the downtown area, collector roads, and residential roads on a set schedule, and as additionally requested by the City; and

WHEREAS, the sweeping of city streets improves stormwater drainage flow and beautifies the community; and

WHEREAS, the City has budgeted funds for this service in an amount to cover the cost of the agreement; and

WHEREAS, the City desires to authorize the City Manager to execute the Street Sweeping Service Agreement.

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

I.

THAT the City Commission of the City of Kingsville authorizes the City Manager to execute the Street Sweeping Service Agreement with Sweeping Corporation of America, LLC, as per the attached.

II.

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

PASSED AND APPROVED by a majority vote of the City Commission the 14th day of November, 2022.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney



Service Agreement

Sweeping Corporation of America, LLC (Company) agrees to perform the work described in this service agreement according to the specific terms and conditions contained herein.

Property Location

Name: City of Kingsville

Street: 400 W. King Ave

City: Kingsville State: TX Zip Code: 78363

Phone: 361-595-8040

Fax:

Property Contact: Bill Donnell

Email: wdonnell@cityofkingsville.com

Phone: 361-455-4488

Billing Info

Name: City of Kingsville – Accts Payable

Street: PO Box 1458

City: Kingsville State: TX Zip Code: 78364

Phone: 361 595 8010

Fax:

Ordered By: Bill Donnell

Email: wdonnell@cityofkingsville.com

Phone: 361-595-8010

Service Details and Fees

Hourly Sweeping Service

Per Hour: \$200/HR-nonscheduled call out

Hour Minimum: 4 hour minimum

Portal to Portal: NA

OT Per Hour: NA

Per Curb Mile Sweeping Service

Per Curb Mile: \$63.00

Per Cycle:

Miles Per Cycle: See below

Contract Term: 1 year with 3 – 1-year extensions

Start Date: TBD

Scheduled Sweeping Service

Service Frequency: See below

Sweeps Per Term: NA

Per Sweep: NA

OT Per Hour: NA

Additional Fees

Disposal Fee: No charge to SCA

Variable Energy Charge*: NA

Environmental, Health & Safety Charge*: NA

Mobilization Fee: NA

The Company shall provide equipment, labor, fuel, and any other materials necessary to complete the required work. The Company will clean an area seven (7) ft. wide from the curb, barrier, or paved shoulder edge. No cleaning operation shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. Company's service is based on removal of a regular day-to-day build-up of material and debris. Any excessive, out of the ordinary, or unusual build-up or residue of any dirt, debris or material is not covered by the price quoted in this agreement under the hourly rate.

Special Instructions / Comments

Scope of work and cycles: 4.00 CM downtown area – 104 cycles @ \$63.00/CM Total = \$26,208.00

49.80 CM Collector Roads – 26 cycles @ \$63.00/CM Total = \$81,572.40

135.38 CM Residential Roads – 4 cycles @ \$63.00/CM Total \$34,115.76

Work to be performed with mechanical broom sweeper. SCA to dump debris at public works location at no cost to SCA. Water is available to SCA at a charge. Total annual cost is \$141,896.16 w/annual CPI increases, if necessary.

Authorized Signatures

The undersigned individual signing this Service Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to execute this Agreement on behalf of the Customer.

Customer

Signature:

Print Name:

Title:

Date:

Company Representative

Signature: 

Print Name: Mike Siragusa

Title: Vice President - Sales

Date: 1/10/22

Terms and Conditions

NOTICE: ANY ACCEPTANCE OF COMPANY'S OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS AND COMPANY EXPRESSLY OBJECTS TO ANY ADDITIONAL OR CHANGED TERMS PROPOSED BY CUSTOMER. NO OTHER TERMS AND CONDITIONS OF ANY FORM SHALL MODIFY THESE, EVEN IF SIGNED BY COMPANY. ANY ORDER TO PERFORM WORK OR COMPANY'S PERFORMANCE OF THE WORK SHALL EXPLICITLY CONSTITUTE CUSTOMER'S AGREEMENT TO THESE TERMS AND CONDITIONS.

1) **Definitions:** "Customer" means the entity to which the Company is providing Services under the Agreement. "Agreement" means either (i) the contract agreement signed by both parties for the Services; or (ii) the purchase order signed by Customer and accepted by Company in writing, together with these Terms and Conditions. "Company" means the Sweeping Corporation of America entity providing Services under the Agreement.

2) **Services Rendered:** Aside from customer using its own equipment and labor, customer grants exclusive rights to Company to furnish all labor, equipment, and services necessary for the performance of the service ("Service") in conformance with the standards of service set forth in this Agreement and Customer agrees to make payments as provided in the Agreement.

3) **Coverage and Term of Agreement:** This Agreement shall control and govern all Services provided by Company as of its effective date. The effective date and initial term of this Agreement shall start on the date on which is listed as the Start Date on page 1 of this Agreement. This Agreement commences and shall continue for a term of twelve (12) months. Thereafter, it shall automatically renew for successive twelve (12) month terms unless either party gives written notice of termination to the other at least sixty (60) days before the end of the then current term.

4) **Standards of Service:** Services shall be performed in accordance with best management practices of the Company. Obstructions or debris, including but not limited to accumulations of leaves, silt, compacted dirt, and similar debris will be removed as part of the customary and ordinary service under this Agreement. If the Company, at its sole discretion, determines that such removal constitutes extra work from that contemplated under this Agreement, the Company shall notify Customer who will need to provide written consent to proceed before the extra work is performed, for additional compensation consistent with the fee schedule provided with this Agreement ("compensation schedule"), perform extra services as may be required to provide the requisite service. The cost to perform extra services shall be as set forth in the compensation schedule. Services shall be performed to prevent litter, leaves, sand, dirt, and debris from being swept into any street side drainage inlets contiguous to or within the designated work area. Customer represents and warrants that all materials to be collected by Company are nonhazardous waste and recyclables. Nothing in this Agreement shall convey on the Company the status of "generator". Any waste swept and collected from the designated work area by Company shall remain the waste of the Customer and it is agreed that

Company under no circumstances shall be deemed to have generated the waste or to own the waste. The Company shall dispose of all waste within the Customer's dumpster and Customer hereby authorizes the use of its dumpster for that purpose, unless otherwise stated on the front of this Agreement. Any waste that cannot be disposed of in the Customer's dumpster shall be disposed of in accordance with the compensation schedule.

5) **Warranties.** Except as otherwise provided herein, Company makes no express or implied warranties, including but not limited to, implied warranties of merchantability or fitness for a service. All are expressly disclaimed.

6) **Time and Performance.** Upon acceptance by Customer, Company shall commence performance within the time frame specified by Company or, in the absence of a specified time frame, shall commence work within a reasonable time and pursue such with reasonable diligence until completed. If a scheduled sweeping is not possible due to inclement weather or other unforeseen occurrences, Company shall endeavor to perform the services when the weather or circumstances permit.

7) **Clean Up.** Company agrees to remove from the Customer's premises any Company equipment.

8) **Payment.** Customer shall pay Company for Services rendered monthly in accordance with the compensation schedule and invoice received. Unless otherwise agreed by the parties in writing, Customer shall pay Company for services within thirty (30) days from the invoice date. Company may charge late fees and interest, not to exceed the maximum rate allowed by applicable law, on all amounts past due. In the event a payment is not made when due, Company, at its sole option, may terminate the Agreement on notice to the Customer and recover all past due amounts.

9) **Suspension.** If any amount due from Customer is not paid within sixty (60) days of the date of the Company's invoice, Company may, with or without notice, suspend service without terminating the contract, until the Customer has paid all amounts owed to Company.

10) **Rate Adjustments.** Company shall provide Customer at least fourteen (14) days advanced written notice of any rate adjustment and the reason for said adjustment. Customer agrees that it shall pay Company for any increase in

costs due to an escalation in fuel costs. These surcharges shall be referred to as "energy" on the compensation schedule. Customer also agrees that it shall pay Company for increased rates due to increases in Company's costs because of changes in local, state, or federal law, rules, ordinances, or regulations applicable to Company's operations or services or because of increases in taxes, fees, costs, or other governmental charges. These charges shall be referred to as "environmental" on the compensation schedule. The energy/environmental recovery fee(s) shall be shown on the customer invoice.

- 11) Damage to Pavement. Company shall not be responsible for any damages to the Customer's pavement or accompanying subsurface, curbing, or other driving surfaces resulting from the Company's Services.
- 12) Independent Contractor. Nothing contained in this Agreement shall be construed to constitute Customer as a partner, employee, or agent of Company, nor shall either party have any authority to bind the other in any respect. It is intended that Company shall, in all instances, be and remain an independent contractor responsible for its own actions and for its own agents, employees and representatives.
- 13) Indemnity. Customer shall defend, hold harmless and indemnify the Company, its officers, directors, members, affiliates, employees, or contractors from and against any and all damage to persons, property, or both (including death) or other liabilities (including, but not limited to, investigation and reasonable legal expenses) resulting from the Customer's (or its employees, invitees or subcontractors) negligence or misconduct, violation of law or breach of this Agreement. Company shall defend, hold harmless and indemnify the Company, its officers, directors, members, affiliates, employees, elected officials, or contractors from and against any and all damages to persons, property, or both (including death) or other liabilities (including, but not limited to, investigation and reasonable legal expenses) resulting from the Company's (or its employees, invitees, or subcontractors) negligence or misconduct, violation of law or breach of this Agreement.
- 14) Termination. Except as provided in Section 3 above, this Agreement may only be terminated by the Customer by providing written notice of Company's breach of the Agreement and, only after providing a right to cure the breach and, Company fails to cure the breach within 30 days of written notice. Except as otherwise provided in this Agreement, the termination shall have no effect upon the rights of the parties prior or existing transactions and any liabilities. Upon termination, Company shall wind down its work in progress in a safe manner, protective of Customer and Company owned or operated property, and Customer and Company shall work in good faith to close out any service in an expeditious manner.
- 15) Assignability. This agreement is binding and shall inure to the benefit of all successors and assigns. This Agreement, and any duties hereunder and any retention of Company subject to this Agreement may be assigned in whole or in part, without the mutual written consent of the parties to this Agreement.

FOR THE CUSTOMER:

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

- 16) Notice. Any notice to be given under this Agreement by either party to the other shall be in writing and personally delivered or mailed to the other party at its address as set forth above or to such successor addresses as the parties may designate by notice pursuant to this provision.
- 17) Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall govern the relationship of the parties notwithstanding any previous written agreement and/or any previous or subsequent oral understandings or agreements.
- 18) No Waiver. No waiver of any provision or condition of this Agreement shall be implied or imputed by reason of a party's failure to complain or to seek remedies because of any previous breach or violation.
- 19) Severability. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be enforced as the written agreement of the parties.
- 20) Credit History. Customer represents and warrants that it has the financial means to meet its obligations under this Agreement, and Customer hereby agrees that Company may, at any time, investigate the credit history of Customer.
- 21) Disputes, Remedies: Except for claims by the Company for collection of fees, the parties' knowingly and voluntarily agree that the any controversy arising between them shall be resolved by binding arbitration under the rules of the American Arbitration Association, and judgement on the award may be entered by any court having jurisdiction. Under no circumstances shall either party be liable to the other for loss of profits or revenues, or for any indirect, special, incidental, consequential or punitive damages, whether in contract, tort, and any theory of liability.
- 22) Attorneys' fees, Jury Waiver and Jurisdiction and Venue. The parties agree that if Company files a lawsuit to collect any money due and payable under this Agreement, Company shall be entitled to recover its reasonable costs and attorneys' fees if the court awards Company those items. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement. Customer and Company agree to personal jurisdiction and venue in Kleberg County, Texas and neither Company nor Customer shall object or oppose personal jurisdiction or venue if the lawsuit is filed in Kleberg County, Texas.
- 23) Excused Performance. Neither party to this Agreement shall be liable for its failure to perform or delay in performance due to contingencies beyond its reasonable control, including but not limited to, unsafe conditions, weather, strikes, riots, compliance with laws or governmental orders, fires, or acts of God.

FOR THE COMPANY:

NAME: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

AGENDA ITEM #25

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa Purchasing Manager
DATE: October 31, 2022
SUBJECT: 3rd Party Audit Review of PSI's Investment Grade Audit for Water Meters

Summary:

This item authorizes the City Manager to enter in a scope of work agreement with International Consulting Engineers (ICE) of Corpus Christi, Texas. ICE will be selected as a 3rd Party Audit Review for the Investment Grade Audit Report the Replacement of Water Meters and AMI Systems for the City of Kingsville.

Background:

The existing water meters and endpoints have met their end of life and a large percent of the meters are not registering correctly. Performance Services Inc. has performed an Investment Grade Audit of the City's water meter system. The Investment Grade Audit is completed and will be presented to Commission. Before the City is to proceed with the project, a third-party Engineering firm must review and approve the Investment Grade Audit Report. International Consulting Engineers (ICE) has agreed to review PSI's Investment Grade Audit Report for a fee of \$7,120.00. Please see attached proposal.

Financial Impact:

Funds are available through GL# 125-5-6001-54300 Utility ARPA Utility Fund, of which \$7,120.00 are budgeted this fiscal year.

Recommendation:

It is recommended that the City Manager enter into a scope of work agreement with International Consulting Engineers of Corpus Christi, Texas, for a 3rd Party Audit Review for the Investment Grade Audit Report of the Replacement of Water Meters and AMI Systems for the City of Kingsville. as per staff recommendation.



October 28, 2022

Mr. Charlie Sosa
Purchasing Manager
City of Kingsville
Kingsville, TX 78363

RE: 3rd Party Audit Review of PSI's AMI Water System / Investment Grade Audit Results

Dear Mr. Sosa,

International Consulting Engineers (ICE) is pleased to furnish the following scope of professional services for the engineering design and development of construction documents for the 3rd party audit of PSI's investment grade audit results.

The proposed scope of work for Professional Services is as follows:


- Review and validate PSI Investment Grade Audit Results
- Provide audit review findings

Exclusions, clarifications, and assumptions of services:

- Access to relevant reports and documentation will be provided by client
- No additional work will be performed without prior approval from Client

Our fee for providing the professional services stated on the above Scope of Work will be **\$7,120.00** (*Seven Thousand One Hundred Twenty Dollars and No Cents*). If we can provide additional information or be of further service, please do not hesitate to contact Jesus J. Jimenez, PE at 361.826.5805; JJ@icengineers.net

Sincerely,



Jesus J. Jimenez, P.E., CFM
President

AGREED AND ACCEPTED:

Name: _____

Title: _____

Signature: _____



City of Kingsville, TX

Budget Report Account Summary

For Fiscal: 10/2022-09/2023 Period Ending: 10/31/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 125 - UF-ARP STATE & LOCAL FISCAL RECOVERY							
Expense							
<u>125-5-6001-54300</u>	Utility Plant	2,362,689.21	2,362,689.21	0.00	0.00	2,362,689.21	100.00 %
<u>125-5-7001-71200</u>	Machinery/Equipment	526,872.00	526,872.00	0.00	0.00	526,872.00	100.00 %
<u>125-5-7002-71200</u>	Machinery/Equipment	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
Expense Total:		3,089,561.21	3,089,561.21	0.00	0.00	3,089,561.21	100.00 %
Fund: 125 - UF-ARP STATE & LOCAL FISCAL RECOVERY Total:		3,089,561.21	3,089,561.21	0.00	0.00	3,089,561.21	100.00 %
Report Total:		3,089,561.21	3,089,561.21	0.00	0.00	3,089,561.21	100.00 %

AGENDA ITEM #26