

City of Kingsville, Texas

AGENDA CITY COMMISSION

MONDAY, JUNE 12, 2023

REGULAR MEETING

CITY HALL

HELEN KLEBERG GROVES COMMUNITY ROOM

400 WEST KING AVENUE

5:00 P.M.

Live Videostream: <https://www.facebook.com/cityofkingsvilletx>

I. Preliminary Proceedings.

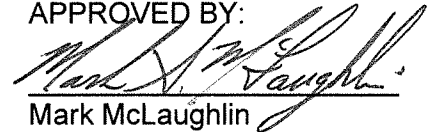
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting May 22, 2023

APPROVED BY:



Mark McLaughlin
City Manager

II. Public Hearing - (Required by Law).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 granting a Special Use Permit to Vertical Bridge/T-Mobile for Wireless Telecommunications Pole Tower in C2-Retail at Clyde, Block 4, Lot 6-8, also known as 1027 E. Lott, Kingsville, Texas. (Flanagan's Muffler Shop). (Interim Director of Planning & Development Services).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend the donation from the Brookshire Foundation for recreational programs and equipment. (Parks Director).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend the donation from the Cherry Tree Tea Room for sponsorship of a youth baseball and softball league team. (Parks Director).
4. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3, Water, Sections 70 through 81, providing for Drought Contingency Plan, public education method, triggers and notification. (Public Works Director).
5. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3, Water, Sections 100-103, providing for updated information in the Water Conservation Management Plan. (Public Works Director).
6. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to provide additional funding for Legal Professional Services. (City Attorney).
7. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional funding for the City Manager contract increase. (Finance Director).
8. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional funding for cost overruns of the Facilities Division. (Finance Director).
9. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to set up budget revenues and expenditures for 2021 Stonegarden Grant. (Finance Director).

10. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to provide additional funding for General Fund and Utility Fund department cost overruns. (Finance Director).

11. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to provide additional funding for increased costs of equipment awarded by the Lone Star Grant. (Finance Director).

12. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to provide additional funding for increased costs of league expenditures due to additional participants. (Parks Director).

13. Motion to approve reappointment of Steve Zamora, Debbie Tiffie, Mike Klepac, Brian Coufal, Rev. Idotha Battle, and Larry Garcia to the Planning & Zoning Board for another 2-year term. (Director of Planning & Development Services).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

14. Workshop: discussion on status of existing and potential new Certificates of Obligation for General Fund and Utility Fund and debt capacity. (Finance Director).

15. Consideration and approval of a Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligation. (Finance Director).

16. Consideration and Approval of a Resolution Declaring Intention to Reimburse Certain Expenditures. (Finance Director).

17. Consider out-of-state travel for City Commission and staff to New York, New York for bond rating and bond insurance meetings from August 9-12, 2023. (Finance Director).

18. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to provide additional funding for Water Well #23 Rehab increased costs. (Finance Director).

19. Consider authorizing reallocation of ARP Funds for Animal Shelter Rehab Project. (Finance Director).

20. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to commit ARP Funds for the Animal Shelter Rehab Project. (Finance Director).

21. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to provide additional professional services needed for wastewater testing services. (Finance Director).

22. Consider removing from the table: reappointment of Ricki Cunningham, Albert Garcia, John Garza, Orlando Moya, and Larry Garcia as regular members of the Board of Adjustment for two-year terms. (City Manager).

23. Consider reappointment of Ricki Cunningham, Albert Garcia, John Garza, Orlando Moya, and Larry Garcia as regular members of the Board of Adjustment for two-year terms. (City Manager).

24. Consider removing from the table: reappointment of Rose Munoz Morales (Main Street Representative) and Erin McClure (TAMUK Representative) to the Hotel Occupancy Tax Advisory Board for two-year terms. (Downtown Manager).

24. Consider removing from the table: reappointment of Rose Munoz Morales (Main Street Representative) and Erin McClure (TAMUK Representative) to the Hotel Occupancy Tax Advisory Board for two-year terms. (Downtown Manager).
25. Consider reappointment of Rose Munoz Morales (Main Street Representative) and Erin McClure (TAMUK Representative) to the Hotel Occupancy Tax Advisory Board for two-year terms. (Downtown Manager).
26. Consider approving design for new City Wayfinding Signs. (Tourism Director).
27. Consider authorizing use of Tourism ARP funds for City Wayfinding Signs. (Tourism Director).
28. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate Tourism ARP funding for wayfinding signs balance. (Tourism Director).
29. Consider authorizing use of Tourism ARP funds for new programable LED sign at Tourism Center. (Tourism Director).
30. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for Tourism Video Signage. (at Tourism Center). (Tourism Director).
31. Consider authorizing use of Tourism fund balance for marketing services. (Tourism Director).
32. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate Tourism fund balance for marketing services. (Tourism Director).
33. Consider a resolution authorizing the Mayor to enter into a 1st Amendment to Interlocal Cooperation Agreement between Counties and Cities associated with Operation Lone Star for Law Enforcement Services. (to add Duval SO and Hallettsville PD). (Police Chief).
34. Consider authorizing purchase of two Police Tahoes through Caldwell Country Chevrolet via BuyBoard Purchasing Cooperative, as per staff recommendation. (use Tax Note Series 2021). (Purchasing Manager).
35. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget additional funding for increased cost of police vehicles. (Purchasing Manager).
36. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter IX, Article 10-Streets and Sidewalks, Section 22-Driveway Construction Requirements, providing for additional clarification and options on driveways. (City Manager).

VII. Adjournment.

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

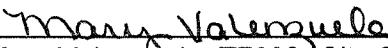
NOTICE

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at

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:

June 8, 2023, at 4:45 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)

MAY 22, 2023

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, MAY 22, 2023, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Hector Hinojosa, Commissioner
Norma N. Alvarez, Commissioner
Ann Marie Torres, Commissioner

CITY COMMISSION/STAFF ABSENT:

Sam R. Fugate, Mayor
Edna Lopez, Commissioner
Mark McLaughlin, City Manager

CITY STAFF PRESENT:

Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Derek Williams, IT
Emilio Garcia, Health Director
Deborah Balli, Finance Director
Bill Donnell, Public Works Director
Susan Ivy, Parks Director
Mike Mora, Capital Improvements Manager
Diana Gonzales, Human Resources Director
Ricardo Torres, Chief of Police
Joseph Ramirez, Engineers Assistant
Janine Reyes, Tourism Director
Kwabena Agyekum, Interim Director of Planning & Development Services/Senior Planner/HPO

I. Preliminary Proceedings.

OPEN MEETING

Mayor Pro Tem Hinojosa opened the meeting at 5:00 P.M. with three Commission members present. Mayor Fugate and Commissioner Lopez were absent.

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 May 8, 2023

Motion made by Commissioner Alvarez to approve the minutes of May 8, 2023, as presented, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Alvarez, Torres Hinojosa voting “FOR”.

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

1. Public hearing on request for alcohol variance for Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) for 1102 E. Yoakum Ave., Kingsville, Texas, also known as Beto's Community Meat Market. (Interim Director of Planning & Development Services).

Mayor Pro Tem Hinojosa read and opened this public hearing at 5:02 P.M.

Mr. Kwabena Agyekum, Interim Director of Planning & Development Services/Senior Planner/HPO, stated that this location has been sold therefore requiring the new owner

to apply for an alcohol license. Notices were mailed to those within the 300-foot radius and staff received no feedback from those notified.

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

There being no further comments Mayor Pro Tem Hinojosa closed this public hearing at 5:04 P.M.

2. Public hearing on request for Special Use Permit for New Cell Tower in C-2 (Retail) at Clyde, Block 4, Lot 6-8, (Flanagan's Muffler Shop) also known as 1027 E. Lott, Kingsville, Texas. David Petrakovitz for Vertical Bridge, Applicant/Agent. (Interim Director of Planning & Development Services).

Mayor Pro Tem Hinojosa read and opened this public hearing at 5:04 P.M.

Mr. Agyekum stated that the applicant is requesting the re-plat of an existing property, subdividing it into two lots of which 50 feet by 50 feet will be used for a wireless telecommunication tower. The proposal as presented to the department would involve creating two properties each with their address. Currently, there is a building on the property, but the replat would ensure each lot has its own defined boundary so that Vertical Bridge can install a cell phone tower on the property to serve the City of Kingsville. This property is currently zone C2-Retail. He further commented that the tower will be silent and will not attract birds around it. The Planning & Zoning Commission has met on this item and has voted unanimously to approve the item.

Commissioner Alvarez asked if Flanagan's was a closed business. Mr. Agyekum responded that it is not closed, but it is a big property. Part of the parcel will be used to place the tower.

Commissioner Torres asked if citizens around this location were notified of such a request. Mr. Agyekum responded that letters went out and staff had not received any feedback from those that received the notification.

Mr. Bev Frances of VB BTS II, LLC gave a presentation on the purposed telecommunication tower. With the average household having multiple devices and over 60% across the nation, households have disconnected landline phone lines. With the use of smart utility meters and wireless home security systems and certain medical devices, wireless connectivity has increased. Over 85% of E911 calls are made by a wireless device as well as receiving reverse E911 alerts. One of the industries that are taking advantage of this massive growth of technology and information is telemedicine. Telemedicine is the epitome of technology-driven healthcare and serves as a literal lifeline for thousands of people who live in rural areas and do not have access to proper medical facilities. The tower is designed to accommodate additional carriers such as AT&T, Verizon, and Dish. The proposed tower will help provide high-speed data to cell phone users in the area of the tower while the city works through its current own high-speed provision program. Mr. Frances further stated that with the growth that Kingsville will have there is a significant demand for wireless service.

Mr. Gustavo Garcia representative for T-Mobile discussed and displayed a map showing coverage areas in Kingsville that are currently covered.

Commissioner Torres asked if this would assist with 5G and 6G. Mr. Garcia responded yes, but 6G is still some time away.

There were some questions regarding the maintenance of the tower and area. Mr. Frances stated that there will be a maintenance program to make sure that the tower and area stay maintained.

Commissioner Alvarez asked if there is something in place to keep kids from climbing the tower. Mr. Frances stated that for someone to reach the steps to climb up, a truck would be needed to reach those steps.

Commissioner Hinojosa asked when construction would begin. Mr. Frances responded that as soon as possible, but need certain things to be done first.

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

There being no further comments Mayor Pro Tem Hinojosa closed this public hearing at 5:30 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."

IV. Public Comment on Agenda Items.³

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

Krystal Emery, 1620 S. 11th Street commented that she attended the State of the City on behalf of the President of Texas A&M University-Kingsville and as a Chamber of Commerce member. She thanked Mayor Fugate for giving an update on what is going on around the city. She further commented that she looks forward to the State of the County coming soon.

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)

Commissioner Alvarez asked if certain items could be removed from the consent agenda, can the other items be approved.

Ms. Alvarez responded that this was correct.

Commissioner Torres requested that agenda items 5 and 6 be removed from the consent agenda as she does not recall receiving information on these two items.

Mayor Pro Tem Hinojosa commented that normally, the Commission does not get information on these as they are reappointments.

Commissioner Alvarez asked if these two items could be tabled until all five members of the commission are present.

Ms. Alvarez commented that items 5 and 6, are individuals who are already serving on these boards and are interested in remaining on these boards. If the commission desire to only approve certain items on the consent and pull certain items to the regular portion of the agenda, they may do so.

Commissioner Torres commented that she was confused as there had been some appointments that had been brought forth for approval and weren't sure if these two had been brought to the commission for approval in the past.

Ms. Alvarez explained that if there are new appointments, those appointments are placed in the regular section of the agenda, as the commission would like to know who the individual is and maybe have them present at the meeting. Since these are reappointments, they are usually placed under the consent agenda.

Motion made by Commissioner Torres to approve consent agenda items 1, 2, 3, 4, and 7 only, as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Torres, Alvarez, Hinojosa voting "FOR".

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for utility easement surveying costs. (City Engineer).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional funding for the increase in All-Risk and Windstorm Property Insurance effective May 2023. (Human Resources Director).

3. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to reclass donation from General Fund 001 to Park Maintenance Fund 093. (Finance Director).

4. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for first interest payment on the Water Meter Project Certificates of Obligation. (Finance Director).

5. Motion to approve the reappointment of Ricki Cunningham, Albert Garcia, John Garza, Orlando Moya, and Larry Garcia as regular members of the Board of Adjustment for two-year terms. (Interim Director of Planning & Development Services).

Commissioner Alvarez asked if there was a way that they could table this item until all five members of the commission were present. She further asked if it would be best to table the item or just take no discussion or action on the item.

Ms. Alvarez responded that if an item is tabled, as per Roberts Rules of Order, the tabled item must come back at the following meeting, which will be placed on the agenda for June 12, 2023.

Motion made by Commissioner Alvarez to table agenda item #5, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Alvarez, Torres, Hinojosa voting "FOR".

6. Motion to approve reappointment of Rose Munoz Morales (Main Street Representative) and Erin McClure (TAMUK Representative) to the Hotel Occupancy Tax Advisory Board for two-year terms. (Downtown Manager).

Motion made by Commissioner Torres to table agenda item #6 until June 12, 2023, agenda, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Torres, Alvarez, Hinojosa voting "FOR".

7. Motion to approve a resolution of the City of Kingsville, Texas approving Title VI/Non-Discrimination Policy for the City of Kingsville and authorizing the City Manager to appoint a Title VI/ADA Coordinator and set the role and responsibilities of the assignment. (for grant compliance). (Human Resources Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

8. Consider accepting the Annual Comprehensive Financial Report (ACFR) of the City of Kingsville for Fiscal Year 2021-2022. (Finance Director).

Mrs. Margaret Kelly of John Womack & Company, P.C. went over the city's Annual Comprehensive Financial Report for the year ended September 30, 2022. Overall, the city is doing well in the General and Utility Funds. Total assets for the General Fund are down \$484,000 due to the restricted pooled cash last year the city had tax note series 2020-2021. Total liabilities are down \$28,000 from last year. The deferred inflows resources are up \$69,000; the net effect of that is the fund balance in the general fund is down \$526,000 from last year. Total revenues are up \$1.3 million with total expenditure increasing to \$1.2 million. Other financial sources and uses are down \$1.3 million due to last year the city had the proceeds from the issuance of debt of \$1.3 million. The net change in fund balances shows a decrease of \$526,000, a decrease to the fund balance from the prior year. All other funds are tracking along as expected. The debt service fund is paying out as expected. Proprietary funds, current assets are up \$2.3 million with total assets up \$3 million. Deferred outflows of resources are up \$72,000 and total current liabilities are up by \$452,000. Long-term liabilities are paying off and down \$854,000 making a total decrease of \$500,000 in total liabilities. The unrestricted net position is up \$1.7 million from last year, in the utility fund. Operating revenues are up \$1 million and operating expenses are up \$1.2 million, showing an operating loss of \$200,000. Non-operating revenues and expenses are down \$70,000 from the prior year. Mrs. Kelly further stated that there were no findings or questioned costs in the current year.

Mr. Womack thanked the city staff for all their assistance in the preparation of this report.

Motion made by Commissioner Alvarez to accept the Annual Comprehensive Financial Report of the City of Kingsville for Fiscal Year 2021-2022 as presented, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Torres, Alvarez, Hinojosa voting "FOR".

9. Consider request for alcohol variance for Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) for 1102 E. Yoakum Ave., Kingsville, Texas, also known as Beto's Community Meat Market. (Interim Director of Planning & Development Services).

Motion made by Commissioner Alvarez to approve the request for alcohol variance for Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) for 1102 E. Yoakum Ave., Kingsville, Texas, also known as Beto's Community Meat Market, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Torres, Alvarez, Hinojosa voting "FOR".

10. Consider introduction of an ordinance amending the zoning ordinance granting a Special Use Permit to Vertical Bridge/T-Mobile for Wireless Telecommunications Pole Tower in C2-Retail at Clyde, Block 4, Lot 6-8, also known as 1027 E. Lott, Kingsville, Texas. (Flanagan's Muffler Shop). (Interim Director of Planning & Development Services).

Ms. Alvarez commented that the Planning and Zoning Commission heard this item during their P&Z meeting and voted unanimously to recommend approval.

Commissioner Alvarez asked if NAS Kingsville has been notified of this. Ms. Alvarez responded yes.

Introduction item.

11. Consider a resolution authorizing the Mayor to enter into an Interlocal Cooperation Agreement between Counties and Cities Associated with Operation Lone Star for Law Enforcement Services. (Police Chief).

Motion made by Commissioner Torres to approve the resolution authorizing the Mayor to enter into an Interlocal Cooperation Agreement between Counties and Cities Associated with Operation Lone Star for Law Enforcement Services, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Torres, Hinojosa voting "FOR".

12. Consider out-of-state travel for Police Department IT Manager to attend Digital Evidence Investigation Course at the National Computer Forensic Institute in Hoover, Alabama May 14th-20th, 2023. (US Secret Service covering cost of travel; course notification received 5/09/22). (Police Chief).

Mr. Ricardo Torres, Police Chief stated that the Kingsville Police Department, to keep up with cyber technology and investigations related to technology, has partnered with the US Secret Service to provide training for its IT Manager. IT Manager, Noe Sosa was able to attend the Forensic Scripting Course at the National Computer Forensic Institute in Alabama in September 2022. Mr. Sosa signed up to attend additional courses and received an email notification on May 9th of a cancellation by an attendee to a training course. The course took place from May 15th through May 19, 2023. All costs related to this training will be covered by the US Secret Service.

Motion made by Commissioner Alvarez to approve out-of-state travel for Police Department IT Manager to attend Digital Evidence Investigation Course at the National Computer Forensic Institute in Hoover, Alabama May 14th-20th, 2023. (US Secret Service covering cost of travel; course notification received 5/09/22),

seconded by Commissioner Torres. The motion was passed and approved by the following vote: Torres, Alvarez, Hinojosa voting "FOR".

13. Consider out-of-state travel for Police Department IT Manager to attend Cyber Investigative Techniques Course at the National Computer Forensic Institute in Hoover, Alabama June 18th-23rd, 2023. (US Secret Service covering cost of travel). (Police Chief).

Chief Torres stated that Mr. Noe Sosa has received notification to attend training at NCFI covering Linux for Cyber Investigative Techniques from Jun 18th through June 23, 2023. All costs related to this training will be covered by the US Secret Service.

Motion made by Commissioner Torres to approve out-of-state travel for Police Department IT Manager to attend Cyber Investigative Techniques Course at the National Computer Forensic Institute in Hoover, Alabama June 18th-23rd, 2023. (US Secret Service covering cost of travel), seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Torres, Hinojosa voting "FOR".

14. Consider accepting donation of \$15,000 from Brookshire Foundation for Parks recreational programs and equipment. (Parks Director).

Motion made by Commissioner Torres to accept donation of \$15,000 from Brookshire Foundation for Parks recreational programs and equipment, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Torres, Hinojosa voting "FOR".

15. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expand the donation from the Brookshire Foundation for recreational programs and equipment. (Parks Director).

Introduction item.

16. Consider accepting donation from Cherry Tree Tea Room for ball league expenses. (Parks Director).

Motion made by Commissioner Alvarez to accept donation from Cherry Tree Tea Room for ball league expenses, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Torres, Alvarez, Hinojosa voting "FOR".

17. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend the donation from the Cherry Tree Tea Room for sponsorship of a youth baseball and softball league team. (Parks Director).

Introduction item.

18. Consider reallocation of ARP Funds for Parks from trail project to Brookshire Pool improvements. (Parks Director).

Mrs. Ivy stated that this is a request to reappropriate funds from ARP to replace the diving board and base, repair the line for the sand filter, repair coping at the kiddie pool, and replace the pool pump which went out today. The condition of the diving board has deteriorated quicker than expected this year and needs to be replaced immediately. The lift chair is not working and needs to be replaced as well, as required by law.

Motion made by Commissioner Alvarez to approve the reallocation of ARP Funds for Parks from trail project to Brookshire Pool improvements, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Alvarez, Torres, Hinojosa voting "FOR".

19. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3, Water, Sections 70 through 81, providing for Drought Contingency Plan, public education method, triggers, and notification. (Public Works Director).

Mr. Bill Donnell, Public Works Director stated that the drought contingency plan is updated every five years, which is a requirement of TCEQ. This update brings public awareness of possible actions and restrictions during water shortages to protect public health, safety, and welfare.

Introduction item.

20. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter V, Article 3, Water, Sections 100-103, providing for updated information in the Water Conservation Management Plan. (Public Works Director).

Mr. Donnell stated that the water conservation management plan identifies water conservation goals and plans. This plan is a requirement as part of TCEQ compliance and is required to be updated every five years. This conservation plan updates the water service capacities, water supply sources, and wastewater treatment facilities including goals and long-range plans by the City of Kingsville.

Introduction item.

21. Consider a resolution authorizing the City to submit an application to the Department of Defense's Defense Community Infrastructure Pilot Program for the purpose of requesting grant funding for North Waste Water Treatment Plant Rehabilitation Project. (City Engineer).

Mr. Mike Mora, Capital Improvements Manager stated that this item authorizes the city to apply for a grant as per the DOD DCIP Program's Notice of Funding Opportunity (NOFO) for the City of Kingsville. The DCIP Program is designed to address deficiencies in community infrastructure, and supportive of a military installation, to enhance military value, installation resilience, and military family quality of life. The project being considered for submittal to the DCIP is the North Wastewater Treatment Plan Rehabilitation Project.

Motion made by Commissioner Torres to approve the resolution authorizing the City to submit an application to the Department of Defense's Defense Community Infrastructure Pilot Program for the purpose of requesting grant funding for North Waste Water Treatment Plant Rehabilitation Project, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Torres, Alvarez, Hinojosa voting "FOR".

22. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to provide additional funding for Legal Professional Services. (City Attorney).

Ms. Alvarez stated that in prior years the professional services line item usually ran at a request and funded by Commission level of \$23,000 to \$25,000. Over the last three years, all departments have been asked to cut a certain percentage of their budget, which is one of the line items that was cut from the department. With not knowing what items may come up that require to be contracted out and with the contract assistant city attorney to handle Municipal Court, it is anticipated to be a shortfall between what we currently have and the bills coming in and not knowing what may happen between now and the end of the fiscal year is the reason for the request of \$5,000.

Commissioner Hinojosa asked if collective bargaining was handled through outside professional services or what it was being done by in-house staff.

Ms. Alvarez responded that it is being done by in-house staff.

Introduction item.

23. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional funding for the City Manager contract increase. (Finance Director).

Mrs. Deborah Balli, Finance Director stated the City Manager received a contract increase to which finance submitted a budget amendment for the difference, She further stated that that there was an error made by Finance as to the effective date of the increase which resulted in a budget shortage.

Introduction item.

24. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional funding for cost overruns of the Facilities Division. (Finance Director).

Ms. Balli stated that in reviewing the current expenditures along with the remainder of the year for the facilities division, it has been determined that there will be shortages in several areas due to increases in the cost of materials and third-party service providers along with necessary additional repairs and maintenance. Funding of \$24,344 for these expenditures will come from the general fund's unappropriated fund balance.

Introduction item.

25. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to set up budget revenues and expenditures for 2021 Stonegarden Grant. (Finance Director).

Ms. Balli stated that during the regular budget process, staff never budget for grants that are received, it is only budgeted once staff start spending funds and receiving funds for that grant.

Introduction item.

26. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to provide additional funding for General Fund and Utility Fund department cost overruns. (Finance Director).

Introduction item.

27. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to provide additional funding for increased costs of equipment awarded by the Lone Star Grant. (Finance Director).

Ms. Balli stated that the grant received from Operation Lone Star, when the equipment was purchased, was \$12.42 short of what was budgeted. The transfer of this amount will cover the expenditure.

Introduction item.

28. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to provide additional funding for increased costs of league expenditures due to additional participants. (Parks Director).

Ms. Ivy stated that this budget amendment is to increase line items for minor equipment and professional services for awards, all-star expenses, and remaining games for umpires and scorekeepers. To pay the expenses for the players that are registered in the league through the end of the league games and all-star games, the additional amount requested is needed to finish the season.

Commissioner Torres asked about the awards given to players and whether each one gets an award.

Ms. Ivy responded that each player will receive an award for their participation.

Introduction item.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:29 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



Action Item

MEMO

Date: May 17, 2023

To: Mark McLaughlin (City Manager)

From: Kobby Agyekum (Interim Director of Planning and Development Services)

Subject: **Request for the Wireless Telecommunication Special Use Permit for New Cell Tower in C2-Retail at CLYDE, BLOCK 4, LOT 6-8, (FLANAGAN'S MUFFLER SHOP), also known as 1027 E. Lott Avenue, Kingsville, Texas. 78363**

The Planning and Zoning Commission meeting was held as scheduled this evening, May 17, 2023, with 6 members in attendance. Members deliberated over the issue of granting approval for a special use permit for a new cell tower in C2-Retail at **CLYDE, BLOCK 4, LOT 6-8, (FLANAGAN'S MUFFLER SHOP), also known as 1027 E. Lott Avenue, Kingsville, Texas** to enable the applicant to install a new 120ft wireless Telecommunication tower. Letters were sent out to neighbors and the City received no feedback. Commissioners, after deliberations, voted to approve the special use permit for the said property which is C2 (Retail). A recorded vote of all members present was taken, and Commissioners Debbie Tiffie, Brian Coufal, Mike Klepac, Rev. Idotha Battle, Larry Garcia and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 7:00pm

Thank you.

Kobby Agyekum
Interim Director of Planning and
Development Services



MEMO

Date: May 10, 2023
To: Planning and Zoning Commission Members
From: Kobby Agyekum (Interim Director of Planning and Development Services)
Subject: Vertical Bridge, David Petrakovitz Applicant/Agent; requesting a Special Use Permit for New Cell Tower in C-2 (Retail) at CLYDE, Block 4, Lot 6-8 (Flanagan's Muffler Shop) also known as 1027 E. Lott, Kingsville, TX, 78363

The applicant approached the department because they wanted to re-plat the existing property, subdividing it into two lots of which 50 feet by 50 feet will be used for wireless telecommunication tower. The proposal as presented to the department would involve creating two properties each with their own address. One building is currently on the property, but the re-plat would ensure each lot has its own defined boundary so that vertical Bridge can install a Cell Phone Tower on the property to serve the City of Kingsville. The property is currently zoned C2 – Retail.

Consequently, this application is being submitted for your consideration. The department has reviewed the application and has found no adverse impact on the environment and the development complies with the relevant codes and Ordinances but requires a "Special Use" permit. Therefore, it is recommended that you consider the said application and approve same since this will improve internet use within the city of Kingsville.

Thank you.

A handwritten signature in black ink, appearing to read "Kobby Agyekum".

Kobby Agyekum
Interim Director of Planning and
Development Services

1027 E. LOTT AVE.

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1400 Block Lott Ave 1027 E LOTT Nearest Intersection 14th & Lott

(Proposed) Subdivision Name NA Lot 6, 7, 8 Block 4

Legal Description: Lots 6, 7, 8 Block 4 Clyde Addition

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

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent VERTICAL BLDG Phone 281 701 0604 FAX -
DAVID PETRAKOVITZ / AGENT

Email Address (for project correspondence only): dpetrakovitz@pyramids.com

Mailing Address 3603 Sunlight Hill Ln City Spring State TX Zip 77386

Property Owner TANYA BAKER Phone 361.779.7516 FAX -

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

Mailing Address 7409 ELIZONDO DR City Corpus Christi State TX Zip 78414

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:

Proposed new cell tower - 1400 block of Lott Ave

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 D. Petrakovitz / Agent Date: 2-9-2023
Property Owner's Signature D. Petrakovitz / Agent Date: 2-9-2023
Accepted by: Marka Baker Date: 2-21-2023

200ft Buffer at 1027 E Lott Ave



Legend

- 1027 E Lott
- 1027 E Lott Buffer
- Streets
- Ownership

Drawn By: G. AMAYA

Last Update: 3/16/2023

Note: Ownership is labeled

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, OR OTHER



CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
400 W King Ave; Kingsville, TX 78363
Office: (361) 595-8007

GSG Revocable Trust
701 N Post Oak RD STE B9
Houston, TX 77024
#19222

Roel V Perez
1104 E Huisache Ave
Kingsville, TX 78363
#21762

Corner S Properties LLC
PO Box 60410
Corpus Christi, TX 78466
#18458

Fabrizio M Martorello
614 W Richard Ave
Kingsville, TX 78363
#13306

Ernest Perez
310 S 23rd St
Kingsville, TX 78363
#26035

Yolanda F Jimenez
1112 E Huisache
Kingsville, TX 78363
#20998

Rahila I Charania
1520 Wildwood Trail BLVD
Kingsville, TX 78363
#18946

Kelly XAC
14726 Santa Gertrudis Dr
Corpus Christi, TX 78410
#22291

Isaac Torres
1116 E Lott Ave
Kingsville, TX 78363
#42821

Daniel Vidal
1105 E Lott Ave
Kingsville, TX 78363
#11712

Daniel Vidal
1109 E Lott Ave
Kingsville, TX 78363
#12518

Isaac Torres
1116 E Lott Ave
Kingsville, TX 78363
#28386

Kingsville Food Corp Inc
400 S 14th St
Kingsville, TX 78363
#18419

Dirty Dawg Car Wash LLC
3418 Samoa Dr
Corpus Christi, TX 78418
#21527

OPTION AND AGREEMENT OF SALE

This OPTION AND AGREEMENT OF SALE (this "Agreement") is made as of the 29th day of Sept., 2022, by **Tanya Baker and Chad Flanagan** ("Seller"), and **VB BTS II, LLC**, a Delaware limited liability company ("Buyer").

BACKGROUND

Seller is the owner of certain land, which is not the homestead of Seller, located in the County of Kleberg, State of Texas, together with any easements, rights-of-way, appurtenances, and hereditaments belonging or in any way appertaining thereto, including all improvements and fixtures located thereon (collectively, the "Premises"). The Premises is more fully described on **Exhibit A** attached hereto.

Buyer desires an option to purchase the Premises and Seller desires to grant an option to purchase (and if exercised, to sell) the Premises to Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the undersigned, with the intention to be legally bound hereby, and in consideration of the mutual promises herein, agree as follows:

1. **Option.** In consideration of [REDACTED] ("Initial Option Fee"), to be paid by Buyer to Seller within ten (10) days following the Effective Date, Seller hereby grants to Buyer the exclusive, irrevocable option (the "Option") to purchase the Premises for a period of one (1) year beginning on the Effective Date (the "Initial Option Period") and may be renewed by Buyer for one (1) additional year (the "Renewal Option Period") upon written notification to Seller and the payment of an additional [REDACTED] ("Renewal Option Fee") prior to the expiration date of the Initial Option Period. Unless utilized independently, the Initial Option Fee and the Renewal Option Fee shall be referred to as the "Option Fee" and the Initial Option Period and any Renewal Option Period shall be referred to as the "Option Period." The Option Fee shall be considered non-refundable if Buyer does not exercise the Option prior to expiration of the Option Period, and the Option hereunder shall lapse and be of no further force or effect, and neither party shall have any further liability or obligation to the other hereunder. Until expiration of the Option Period, Seller shall not grant or permit any third party to use or occupy the Premises.

2. **Sale of the Premises, Effective Date.** In the event Buyer exercises the Option, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase, the Premises. The effective date ("Effective Date") of this Agreement shall be the later of (a) the date this Agreement is signed by Buyer, or (b) if this Agreement is signed by Buyer first, then the date this Agreement is signed by Seller and delivered to Buyer, by hand delivery or in the manner provided for giving notices, or by telecopy. A telecopied or other electronic signature shall be deemed to be an original signature.

3. **Purchase Price.** The total consideration or purchase price for the Premises shall be [REDACTED] ("Purchase Price") less any Option Fee paid by Buyer to Seller.

4. **Survey.** If Buyer causes a survey of the Premises to be made prior to Closing (defined below), the deed to be delivered by Seller at Closing shall describe the Premises in accordance therewith.

5. **Quality of Title.** Title to the Premises shall be good and marketable and free and clear of all liens, restrictions, easements and other encumbrances and title objections and shall be insurable as such at ordinary rates by any reputable title insurance company selected by Buyer.

Site #: US-TX-5897
Site Name: Plato

6. **Conditions Precedent to Buyer's Obligation.**

(a) **Conditions.** Notwithstanding anything else herein contained, Buyer's obligation to consummate Closing hereunder is contingent upon the following:

(i) In accordance with the rules and requirements of the jurisdiction in which the Premises is located, Seller shall cause to have Seller's parent parcel (described in Exhibit A) subdivided in order to carve out the approximately 50' x 50' area, measuring approximately 2,500 square feet, comprising the Premises, and Seller shall provide sufficient documentation acceptable to Buyer to demonstrate the subdivision.

(ii) Seller's warranties and representations herein being true and correct in all material respects as of the Closing Date, and Seller having complied with all of Seller's obligations under this Agreement.

(b) **Failure of Condition.** Upon failure of any such condition(s) set forth above, Buyer may terminate this Agreement and neither party shall have any further liability or obligation to the other hereunder. Buyer may waive any condition in writing.

7. **Time and Place of Settlement.** Consummation of this Agreement for the purchase and sale of the Premises ("Closing") shall be held at the offices of either party's counsel or title company or wherever or however the parties may mutually agree within thirty (30) days of exercise of the Option by Buyer (the "Closing Date"). Time shall be of the essence of this Agreement.

8. **Possession.** Possession shall be given by delivery of Seller's special warranty deed at Closing, at which time the Premises shall be entirely vacant and subject to no rights of possession in any third party other than broadband carrier tenant leases on the communications tower to be constructed on the Premises.

9. **Inspection; Right of Entry.**

(a) **Inspection.** During the Option Period Seller hereby grants Buyer and its agents, employees and contractors permission to go upon the Premises between the Effective Date and the time of Closing to conduct such inspections, test borings, surveys, percolation tests, and other engineering studies and site analyses as Buyer may require, including environmental investigations (the "Tests"). Seller will cooperate with Buyer in making such Tests. The Tests shall be made solely at Buyer's expense. If the Tests indicate, in Buyer's sole opinion, that the Premises is not suitable for Buyer's intended use of the Premises, Buyer may, at its option, cancel this Agreement and neither party shall have any further liability or obligation hereunder.

(b) **Right-of-Entry.** Seller grants to Buyer, its agents, employees, and contractors, the right to enter upon the Premises during the term of this Agreement in order to prepare surveys and other plans, and to visit the Premises with potential lenders, tenants or other occupants, and taxing authorities.

10. **Taxes - Apportionments.**

(a) In the event of Buyer's purchase of the Premises, Real estate taxes, and water and sewer rents, if any, for the Premises shall be paid by Buyer. Transfer taxes associated with the sale of the Premises shall be paid by Buyer. So-called "Roll Back Taxes," if any, shall be paid by Buyer.

(b) If Seller is a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), Buyer shall deduct and withhold from the proceeds of the sale such amounts as are required by Section 1445 of the Code.

11. **Seller's Warranties.** As a material inducement to cause Buyer to enter into this Agreement, Seller hereby represents, warrants and agrees as follows:

(a) **Authority.** Seller represents and warrants that this Agreement and all agreements, instruments and documents to be executed and delivered by Seller are duly authorized; Seller has the capacity and authority to consummate the transactions herein provided; and nothing prohibits or restricts the right or ability of Seller to close the transactions contemplated hereunder and carry out the terms hereof.

(b) **Assessments.** No assessments for public improvements have been made against the Premises which remain unpaid and no such assessments will be made for any street paving, curbing, water or sewer lines or other public improvements which might have been installed prior to the Effective Date.

(c) **Litigation.** There is no litigation or proceeding pending (or to Seller's knowledge threatened) against or relating to the Premises, nor does Seller know or have reasonable grounds to know of any basis for any such action other than possible personal injury claims adequately covered by insurance.

(d) **Condemnation.** Seller has no knowledge of any pending or threatened condemnation or eminent domain proceedings which would affect the Premises or any part thereof.

(e) **Environment.** At Closing, the Premises shall not be in violation of any Environmental Law (defined below). No complaints, citations, claims, notices, information requests, orders (including but not limited to clean-up orders) or directives regarding Environmental Laws have been delivered to, served on Seller, or to Seller's knowledge, made or pending relating to the Premises; to Seller's knowledge, the Premises has not been used as a dump, and no underground storage tanks are in or on the Premises; to Seller's knowledge, no material or reportable omissions, spills, seepage, releases, or discharges of any Hazardous Substance (defined below) have occurred into or upon the air, soils, or improvements or any sewer or septic system located on the Premises; to Seller's knowledge, no asbestos or asbestos containing materials are installed, used or incorporated into the Premises, and no asbestos or asbestos containing materials have been disposed of on the Premises; and to Seller's knowledge, no PCBs are located on or in the Premises, in the form of electrical transformers, fluorescent light fixtures with ballast, cooling oils, or in any other device. For this purpose, the following definitions apply:

(i) The term "Environmental Law" shall mean any federal, state or local, statute, act, law, ordinance, rule, regulation or order pertaining to the environment and public health whether now or hereafter enacted.

(ii) "Hazardous Substance" shall mean any hazardous or toxic substance, pollutants, contaminant, solid waste or hazardous waste, as defined in any Environmental Law or in any rule, regulation or order issued pursuant to an Environmental Law, including asbestos, asbestos containing material, and petroleum products.

(f) **Foreign Person.** Seller represents and warrants that it is not a foreign person as defined in Section 1445(f)(3) of the Code. Seller will deliver to Buyer at Closing a Certificate of Non-Foreign Status certifying the correctness of this paragraph.

(g) **Documentary Rights or Possession.** There are no unrecorded mortgages, contracts, purchase agreements, options, permits, leases, easements or other agreements or interest relating to the Premises, and as of the Closing Date there will be no persons or parties in possession of any portion of the Premises other than broadband carrier tenant leases on the communications tower to be constructed on the Premises.

(h) **Moratorium.** Seller has no knowledge of the imposition or applicability of a moratorium on any utility service that may affect the development of the Premises.

12. Operations Prior to Settlement.

(a) **Leasing.** Seller shall not rent, license, or grant occupancy rights in or to any portion of the Premises other than broadband carrier tenant leases on the communications tower to be constructed on the Premises.

(b) **Management.** Seller shall continue to operate and manage the Premises in the same manner as it has done in the past. Seller shall not perform any work in or on the Premises which might give rise to any mechanics' liens on the Premises.

(c) **Encumbrances.** From and after the date of this Agreement until Closing, Seller will not convey or encumber the Premises or take any action which materially adversely affects any portion of the Premises.

13. Documents to be Delivered at Settlement. At Closing, Seller will deliver to Buyer the following, executed, acknowledged and in recordable form, as appropriate:

(a) **Deed.** The special warranty deed to the Premises;

(b) **Title Company Documents.** Such affidavits or letters of indemnity as may be required by Buyer's title insurer to enable such title insurer to insure Buyer's title to the Premises without exception for unfilled mechanics' or materialmen's liens, without payment of any special or additional premium;

(c) **FIRPTA.** The Certificate of Non-foreign Status;

(d) **Certification.** A certificate of Seller stating that the representations and warranties of Seller remain true and correct as of the Closing Date; and

(e) **Miscellaneous.** Such other documents as may be required to effectuate this Agreement.

At Closing, Buyer shall deliver the balance of the Purchase Price and such other documents as may be required to effectuate this Agreement.

14. Eminent Domain.

(a) **Notice of Taking.** In the event Seller receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain, it will forthwith send a copy of such notice to Buyer. If all or any part of the Premises is taken by eminent domain, Buyer may, upon written

notice to Seller, elect to cancel this Agreement, and neither party shall have any further liability or obligation hereunder.

(b) **Effect of Taking.** If all or any portion of the Premises has been or is hereafter taken or condemned and this Agreement is not cancelled, Buyer shall have the right to negotiate, settle, or litigate the condemnation award related to the Premises. The proceeds of any such award collected prior to Closing shall be paid or credited to Buyer at Closing, and Seller shall, at Closing, credit or assign to Buyer all of Seller's right, title and interest in and to any awards in condemnation, or damages of any kind, to which Seller may have become entitled or may thereafter be entitled by reason of any exercise of the power of eminent domain with respect to or for the taking of the Premises or any portion thereof.

15. **Default.** In the event Seller is in default under this Agreement after notice and a reasonable opportunity to cure, in addition to any rights given to Buyer under this Agreement, Buyer shall have all remedies available at law or in equity, including specific performance, and to recoup reasonable attorneys' fees and costs in connection with enforcing this Agreement.

16. **Survival of Warranties.**

(a) **Survival.** Notwithstanding any legal presumption to the contrary, all covenants, conditions, representations and warranties contained in this Agreement shall survive Closing. This provision shall be effective as to all such covenants, conditions and representations, notwithstanding that as to some of them it is expressly provided that they survive. Any inspection of the Premises or records pertaining thereto, or of Seller's records, by Buyer or its representatives shall not be construed as a waiver of any warranty contained herein.

(b) **Indemnity.** In the event of the breach, in any material respect, of any representation or warranty by Seller in this Agreement, Seller will indemnify Buyer and save Buyer harmless from any and all liabilities, losses, costs or expenses (including reasonable attorneys' fees) arising out of such breach, and without limitation, this indemnity and hold harmless shall include any and all claims, fines, costs of investigation and remediation, and legal fees and expenses arising by reason of or in connection with any violation by Seller of the representations and warranties contained in this Agreement, and this indemnity and hold harmless clause shall survive the Closing.

17. **Assignment.** This Agreement may not be assigned by Buyer, except to an entity controlled by or affiliated with Buyer, without Seller's prior written consent, which consent shall not be unreasonably withheld.

18. **Notices.** All notices required or permitted to be given hereunder shall be in writing and sent by overnight carrier service by a nationally recognized service, such as UPS or Federal Express, customarily obtaining proof of delivery, postage paid by the sender, addressed as follows:

If to Seller: Tanya Baker and Chad Flanagan



If to Buyer: VB BTS II, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attention: General Counsel

Site #: US-TX-5897
Site Name: Flato

or to such other person or address as the party to be charged with such notice may designate by notice given in the aforesaid manner. Notice may be given by counsel for any party to this Agreement. If the last or appointed day for taking of any action required or permitted hereby shall be a Saturday, Sunday or legal holiday in Boca Raton, Florida, or a day on which banking institutions in such city are authorized by law or executive order to close, then such action may be taken on the next succeeding business day for banking institutions in such city.

19. **Brokerage.** Buyer and Seller each represents and warrants to the other that it has had no dealings, negotiations or consultations with respect to the Premises or this transaction with any broker or intermediary, and that no other broker or intermediary is entitled to a fee or commission in connection with this Agreement. In the event that any other broker or intermediary claims a fee or commission in connection with this Agreement based upon the acts of Buyer or Seller, that party will be responsible for and will indemnify and save the other harmless from and against all costs, damages, fees (including, without limitation, reasonable attorneys' fees), expenses, liabilities, and claims incurred or suffered by the other as a result thereof. This Section shall survive Closing.

20. **Parties Bound.** This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns.

21. **Captions.** The captions contained herein are not a part of this Agreement. They are only for the convenience of the parties and do not in any way modify, amplify, or give full notice of any of the terms, covenants or conditions of this Agreement.

22. **Number and Gender.** For purpose of this Agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

23. **Recording.** Buyer may, at its election, record a notice of the existence of the Option hereunder, and Seller shall join in any such notice for recording.

24. **Entire Agreement - Amendment.** This Agreement (including any exhibits attached hereto) contains the entire agreement between Seller and Buyer with respect to the transaction discussed herein and the Premises; there are no other terms, covenants, obligations or representations, oral or written, of any kind whatsoever related to the subject matter of this transaction. This Agreement may be amended only by a written instrument executed by the party against whom the amendment is being enforced.

25. **Governing Law.** The substantive laws of the State of Florida will govern the validity, construction and enforcement of this Agreement. The parties consent to the venue and jurisdiction of any federal or state courts of Palm Beach County, Florida, in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

26. **Construction.** The parties acknowledge that each party and each party's counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

27. **Counterparts or Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Electronic including pdf signatures on this Agreement shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be signed the day and year first above written.

SELLER:

Tanya Baker
Tanya Baker

Date: 9-23-22

Chad Flanagan
Chad Flanagan

Date: 9/23/22

BUYER:

VB BTS II, LLC
a Delaware limited liability company

By: (see next page)

Name: _____

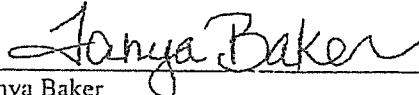
Title: _____

Date: _____


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SELLER:


Tanya Baker

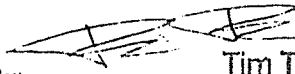
Date: 9-23-22


Chad Flanagan

Date: 9/23/22

BUYER:

VB BTS II, LLC
a Delaware limited liability company


By: Tim Tuck
Name: Vice President - Lease Administration
Title:
Date: 9-29-2022

LEGAL 

Site #: US-TX-3097
Site Name: Flato

Print

Property: 12267, 115900406000192, 1027 E LOTT, BAKER TANYA, CHAD FLANAGAN

Assessed: 2023 - Values not available

Details

Account

Property ID:	12267	Legal Description:	CLYDE, BLOCK 4, LOT 6-8, (FLANAGAN'S MUFFLER SHOP)
Geographic ID:	115900406000192	Zoning:	C2
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	1027 E LOTT	Mapscot:	
Neighborhood:		Map ID:	B1
Neighborhood CD:			

Owner

Name:	BAKER TANYA	Owner ID:	67417
Mailing Address:	CHAD FLANAGAN 7409 ELIZONDO DR CORPUS CHRISTI, TX 78414	% Ownership:	100.000000000000%
		Exemptions:	

Valuation

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A

(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	

(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	

(=) Assessed Value:	=	N/A	

Owner: BAKER TANYA

% Ownership: 100.000000000000%

Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
GKL	KLEBERG COUNTY	N/A	N/A	N/A	N/A
	Total Tax Rate:	N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement #1: COMMERCIAL State Code: F1 Living Area: 1750.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	SG2L	EW5	1970	1750.0
CN1	CANOPY BASIC (20%)	*		1970	3250.0
ASP	ASPHALT (100%)	*		1970	8328.0

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	F1	F1	0.4821	21000.00	150.00	140.00	N/A	N/A

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$33,500	\$26,250	0	59,750	\$0	\$59,750
2021	\$36,010	\$26,250	0	62,260	\$0	\$62,260
2020	\$33,940	\$26,250	0	60,190	\$0	\$60,190
2019	\$33,850	\$26,250	0	60,100	\$0	\$60,100
2018	\$36,950	\$26,250	0	63,200	\$0	\$63,200
2017	\$34,860	\$26,250	0	61,110	\$0	\$61,110
2016	\$23,960	\$26,250	0	50,210	\$0	\$50,210
2015	\$23,960	\$26,250	0	50,210	\$0	\$50,210
2014	\$23,960	\$26,250	0	50,210	\$0	\$50,210
2013	\$23,960	\$26,250	0	50,210	\$0	\$50,210
2012	\$23,960	\$26,250	0	50,210	\$0	\$50,210
2011	\$23,960	\$26,250	0	50,210	\$0	\$50,210
2010	\$25,160	\$26,250	0	51,410	\$0	\$51,410
2009	\$25,160	\$26,250	0	51,410	\$0	\$51,410



City of Kingsville
410 West King Avenue
Kingsville, Texas 78363
Planning & Development Department

Re: Proposed Cell Tower at 1400 block of Lott Avenue (County ID #12267)

On behalf of Vertical Bridge/T-Mobile (Applicant) please accept the attached SUP application for a new 120' monopole communication tower to be located in the 1400 block of Lott St (south side of Lott St).

The tower will provide high speed communications (voice, data, text) to the area around the tower as demonstrated on the coverage maps attached to the application. These maps call out coverage levels using the colors Yellow (good in-vehicle coverage) and Green (good In-building coverage).

As the communication facility will be unmanned the site will generate no traffic other than periodic (about once per month) maintenance of the site ground equipment which is performed during standard day time business hours in the form of own or two service vans or trucks.

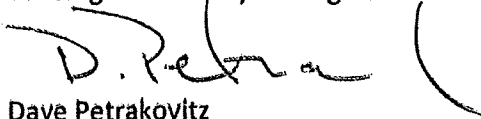
The site as proposed was chosen for its compliance with Section 15-6-47(I) as it is not within a Residential Use Zone nor within sight of a Residential use, nor in the front or side yard of a public road, and owing to the surrounding zoning districts or existing buildings. Security fencing per City Code Sec 15-6-47(D)(1) is proposed. As the ground equipment may be visible from Lott St, the applicant is willing to paint their equipment cabinets as required by Sec 15-6-47(D)(3). Should the City so request the Applicant is willing to install a Wood screening fence around the site.

The proposed location of the new tower works to keep the tower directly and visually off of main thoroughfares such as 14th and King. Several locations were considered including City owned land in the area if Kenedy and 12th. Each of the other locations were either in Residential zones or highly visible from such residential uses. There was only one possible colocatable structure in the vicinity of the proposed new tower. That as the City owned water tower on Kenedy Ave between 12th and 13th. We approached the City about using this tower but were told the City was not interested in placing antenna on that tower. There were no other colocatable structures in the area.

The tower is designed to accommodate additional carriers such as AT&T, Verizon, and Dish. The proposed tower will help provide high speed data to cell phone users in the area of the tower while the City works through its current own high-speed city-wide provisioning program.

The Applicant does seek a Waiver from Sec 15-6-47(E)(2). Per page Z-1 of the attached drawings the tower is in compliance with lands to the south and west of the tower. However, to the north (Lott - 105') and east (15th - 115') the tower does not meet the city setback requirements but when the right-of-way distances are added in safety distances exceed the proposed tower height.

We look forward to working with the City as the Applicant endeavors to provide enhanced high speed data and voice coverage to the City of Kingsville.


Dave Petrakovitz
Agent for Vertical Bridge



March 31, 2023

VB BTS II, LLC

Attn: To Whom It May Concern

SUBJECT: Project Number: 576465-03
Site Name: US-TX-5897 Flato - Kingsville, TX
Pole Designed with a Theoretical Fall Radius of 20 ft

Communications monopole structures designed by Valmont are sized in accordance with the latest governing revision of the ANSI/TIA 222 standard unless otherwise requested by our customer. This standard has been approved by ANSI/ASCE, which has dealt with the design of antenna support structures for over fifty years. The TIA standard, based on provisions of this nationally known specification, has a long history of reliability. Its core philosophy is first and foremost to safeguard and maintain the health and welfare of the public.

Valmont's communication poles have proven to be very reliable products. To our knowledge Valmont has never experienced an in-service failure of a communication pole due to weather induced overloading. We use the latest standards, wind speed information, and sophisticated analytical tools to ensure that we maintain our unblemished record for quality.

This 120' AGL (119' steel height) structure is designed to the following criteria:

- Exposure category C
- Topographical category 1
- Risk category II
- Site elevation 59 feet
- 136 MPH ultimate wind speed (no ice) per ASCE 7-16
- 30 MPH with 0.5 inch ice per ANSI/TIA-222-H

The theoretical failure point is at the structure midpoint or above by purposely over designing the structural components below this point. The predicted mode of wind induced failure would be local buckling of the shaft at or above the midpoint with the upper section(s) folding over onto the intact lower section(s). The result, if it were to fail, would be a theoretical fall zone at or above 20 ft.

I hope these comments address any issues that you might encounter relative to the anticipated performance of this structure.

Sincerely,

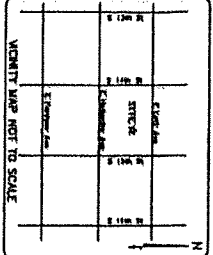
Nathan Dowler, Associate Engineer
Phone +1 (805) 889-8124
Nathan.Dowler@valmont.com

Nathanael
Toenies

Digitally signed by
Nathanael Toenies
Date: 2023.04.05
09:08:24 -0500



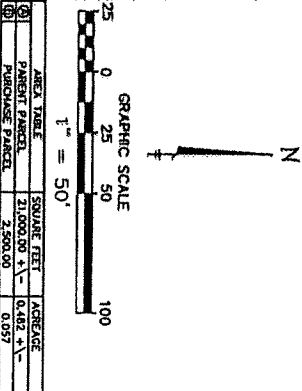
Valmont Industries, Inc
PO Box 358, 28800 Ida Street
Valley, NE 68064 USA



ZDNR:CS

FLOOD NOTE:
 ACCORDING TO FLOOD PANEL MAP NO.
 4423201EE DATED MARCH 17, 2014,
 PUBLISHED BY THE FEDERAL
 EMERGENCY MANAGEMENT AGENCY,
 THIS PROPERTY DOES NOT LIE WITHIN
 A 100 YEAR FLOOD ZONE AREA.

○ SET 1/2" IRON ROD.
 - FOUND 1/2" IRON ROD.
 - OTHER CENTER.
 P.O.C. - POINT OF BEGINNING.
 P.O.C. - POINT OF COMMENCEMENT.
 - - - - - FENCE AS NOTED.
 - - - - - IRON RING UTILITY LINES.
 T.O. - 100' UTILITY POLE
 [E] - ELECTRIC TRANSMISSION.
 R.O.N. - RIGHT-OF-WAY.
 A/V - ACCESS & UTILITY
 (E) - EROSION.
 P.R.C.T. - PLANT RECORDS
 T.O. - TRAILING COUNTY
 D.R.C.T. - DEED RECORDS
 TRAILING COUNTY
 TRAILING COUNTY
 TRAILING COUNTY



	AREA TABLE	SQWARE FEET	ACREAGE
(2)	PARENT PARCEL	21,000.00 +/-	0.482 +/-
(3)	PURCHASE PARCEL	2,500.00	0.057

E. LOTT AVE.
(60' PUBLIC R.O.W.)

S 15TH ST.
(60' PUBLIC R.O.W.)

PROPOSED NEW TOWER LOCATION INFORMATION	
Horizontal Datum:	NA83
Latitude:	27° 30' 48.01" N + / - 20"
Longitude:	87° 51' 33.58" W + / - 20"
Vertical Datum:	NA83
Ground Elevation at Base of Tower:	NAVD 1980 59.1 feet

RAW LAND SURVEY

CALLED LOT 6, 7, 8, BLOCK 4
 CLYDE ADDITION
 JUAN MINDIOLA SURVEY, ABSTRACT NO. 1922
 KLEBERG COUNTY, TEXAS

SURVEYOR'S NOTES

[illegible]

SURVEYOR'S CERTIFICATION

[illegible]

RONALD D. WIMBERLEY
LAND SURVEYOR - TEXAS # 6005
Date: October 24, 2022
Revision: 03/09/2023

PREPARED FOR VB BTS II, LLC

SITE NAME: PLATO
SITE NUMBER: US-TX-5697
ADDRESS: 1400 BLOCK OF LOTT AVE.

SURVEY WORK PERFORMED BY:
RILEY SURVEYING PROFESSIONALS

PO BOX 9237
GREENVILLE, TEXAS 75404
PHONE: (903) 450-8100
FAX: (903) 455-2902

DRAWN BY: DJ	CHECKED BY: RM	JOB # 22183
NATIONAL SURVEY SERVICES COORDINATION BY: GEOLINE 13430 HWY 10th Terrace, Suite Alachua, FL 32815 (904)338-4118 418-0200 FAX (904) 487-9988 SURVEYING, INC. WWW.GEOLINEINC.COM		

OVERALL SITE PLAN

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC NOTICES

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, May 17, 2023, 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:

Vortical Bridge, David Petrakovitz Applicant/Agent; requesting a Special Use Permit for New Cell Tower in C-2 (Retail) at CLYDE, Block 4, Lot 6-8 (Flanagan's Muffler Shop) also known as 1027 E. Lott, Kingsville, TX, 78363

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, May 22, 2023, 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:

Vortical Bridge, David Petrakovitz Applicant/Agent; requesting a Special Use Permit for New Cell Tower in C-2 (Retail) at CLYDE, Block 4, Lot 6-8 (Flanagan's Muffler Shop) also known as 1027 E. Lott, Kingsville, TX, 78363

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.

Application has been made with Texas Alcoholic Beverage Commission for Wine and Malt Beverage Retailer's On-Premise Permit by Silvia Cristina Sandoval, dba The Real Baffin Bay Country Store, LLC. Located at 943 EFM 628 Riviera, Kleberg County, Texas 78379. Officers of said LLC and Managers is Silvia Cristina Sandoval.

(Senior Vice President), Roger Dean (Treasurer), John Mitchell, Jr. (Secretary), Jonathan Elder (Vice President - Tax), Harry Spencer (Assistant Secretary).

LEGAL NOTICE Application has been made with the Texas Alcoholic Beverage Commission for a Wine and Malt Beverage Retailer's Off-Premise Permit by Family Dollar Stores of Texas, LLC db/a Family Dollar 24356 to be located at 4542 Kostoryz Rd Corpus Christi, TX 78415. Officers of said LLC are Peter Barnett (President), Todd Littler (Senior Vice President), Roger Dean (Treasurer), John Mitchell, Jr. (Secretary), Jonathan Elder (Vice President - Tax), Harry Spencer (Assistant Secretary).

PUBLIC NOTICES

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Eden Hernandez, Owner/Applicant; requesting a Zoning Variance Request (Fence) for KT & I CO, BLOCK 3, Lot PT 10, Acres 6.0 also known as 2460 N. Young Dr., Kingsville TX, 78363

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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PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, May 17, 2023, 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:

Urban Engineering, applicant; Somerset Land Company, owner; requesting approval of the preliminary plat of 73.56 Acres comprising portions of Lots 2, 5, & 6, Block 21, K.T.&I. Subdivision; portions of Lot 1 & 2, Burris Acres; and a portion of the John Clayton Addition, also known as 520 Cecil and 700 Block General Cavazos Blvd., Kingsville, Texas; to be called Somerset at Kingsville.

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.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, May 22, 2023, at 5:00 P.M. to discuss and/or take action on the following item:

Request for an alcohol variance for a Wine and Malt Beverage Retailer's Off-Premise Permit (RQ) for the establishment known as Nelo's Community Meal Market at 1102 E. Yankum Ave, Kingsville TX, 78363. The meeting will be held at City Hall, 400 West

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- ☐ 1 Year out of county \$57.00
- ☐ Online Only 1 year \$47.00

Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

ORDINANCE #2023-_____

AMENDING THE ZONING ORDINANCE GRANTING A SPECIAL USE PERMIT TO VERTICAL BRIDGE/T-MOBILE FOR WIRELESS TELECOMMUNICATIONS POLE TOWER IN C2-RETAIL AT CLYDE, BLOCK 4, LOT 6-8, ALSO KNOWN AS 1027 E. LOTT AVENUE, KINGSVILLE, TEXAS; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

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

WHEREAS, city staff has received an application from Vertical Bridge/T-Mobile via agent Dave Petrakovitz for the installation of an up to 120 foot wireless telecommunications pole in a C2-Retail District area; and

WHEREAS, the applicant plans to install an up to 120-foot monopole tower on private property in a C2-Retail District area, but Appendix C to the City ordinance requires a Special Use Permit process as the pole monopole tower is up to 120 feet and is to be located in a C2-Retail District area; and

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, May 17, 2023, during a meeting of the Planning and Zoning Commission, and on Monday, May 22, 2023, 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, on a motion to approve the item, a majority of the Planning Commission voted 6-0, to APPROVE 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 an up to 120-foot wireless telecommunications monopole tower in a C2-Retail District area at Clyde, Block 4, Lot 6-8, also known as 1027 E. Lott, Kingsville, Texas as more specifically described on the site plan attached as Exhibit A.

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

1. **ALLOWED USE:** The only use authorized by this Special Use Permit is for Vertical Bridge/T-Mobile to have a wireless telecommunications pole in C2-Retail District at Clyde, Block 4, Lot 6-8, also known as 1027 E. Lott, Kingsville, Texas.

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

3. **SPECIAL CONDITION:** (3.1) The applicant shall obtain all required licenses for operating the business and permits as applicable for building, fire and health thereby meeting all adopted codes to operate said business, and shall cooperate with all annual fire safety, health, and sanitation inspections, in order to maintain compliance with federal, state, and city regulations for such a structure/use at the location. (3.2) All activity on site shall be in complete compliance with all City codes, especially the telecommunications, nuisance, fire, building and zoning codes. (3.3) The applicant shall install and maintain a brick or masonry 8-foot fence. (3.4) The applicant shall install and maintain landscaping at the site.

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

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

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

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

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

INTRODUCED on this the 22nd day of May, 2023.

PASSED AND APPROVED on this the 12th day of June, 2023.

EFFECTIVE DATE: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

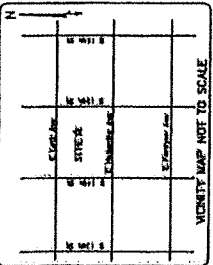
APPROVED AS TO FORM:

By: _____
Courtney Alvarez, City Attorney

RAW LAND SURVEY

CALLED LOT 6, 7, 8, BLOCK 4
 CLYDE ADDITION
 JUAN MINDIOLA SURVEY, ABSTRACT NO. 192
 KLEBERG COUNTY, TEXAS

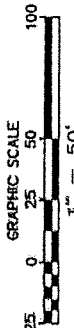
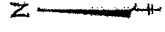
PROPOSED NEW TOWER
 LOCATION INFORMATION
 NAD83
 27° 30' 48.01" N +/- 20"
 27° 30' 48.01" N +/- 20"
 97° 51' 18.58" W +/- 20"
 97° 51' 18.58" W +/- 20"
 NAVD 1983
 59.1 feet



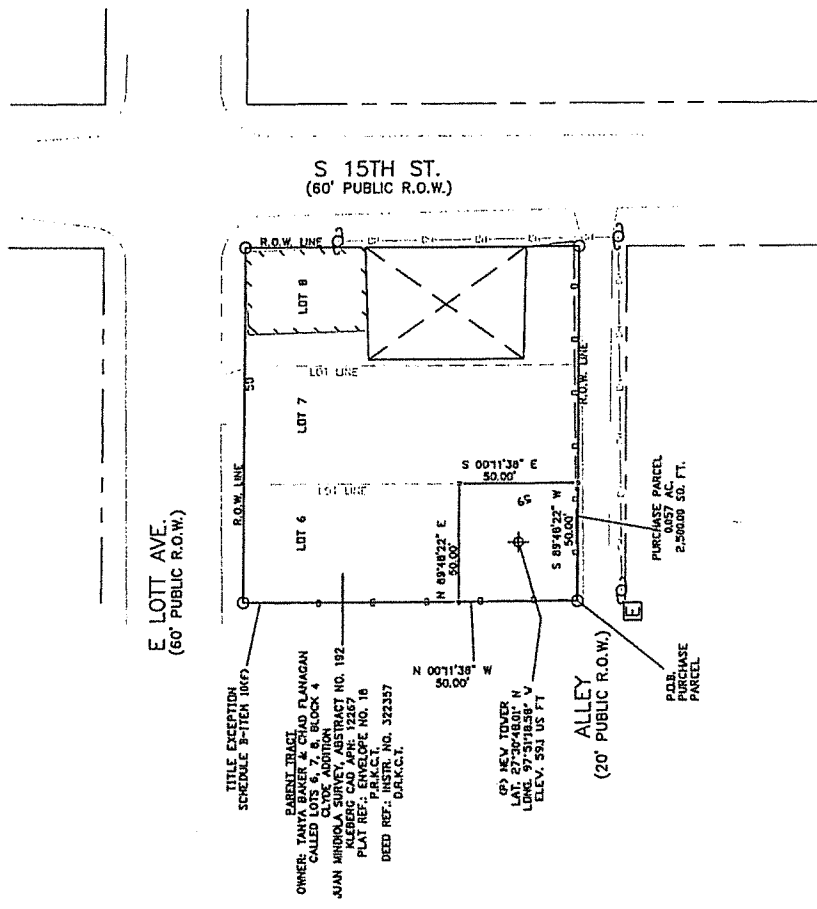
ZONING: C2

FLOOD NOTE:
 ACCORDING TO FLOOD PANEL MAP NO. 4822001SE, DATED MARCH 17, 2014, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD ZONE AREA.

- LEGEND:**
- SET 1/2" IRON ROD.
 - ⊕ FOUND 1/2" IRON ROD.
 - ⊕ TOWER CENTER.
 - P.O.B. : POINT OF BEGINNING.
 - P.O.C. : POINT OF COMMENCEMENT.
 - FENCE AS NOTED.
 - COVER HEAD UTILITY LINES.
 - HOOD UTILITY POLE.
 - ⊕ ELECTRIC TRANSFORMER.
 - R.O.W. : RIGHT-OF-WAY.
 - A/U : ACCESS & UTILITY.
 - (E) : EXISTING.
 - P.R.K.C.T. : PLAT RECORDS, KLEBERG COUNTY, TEXAS.
 - D.R.K.C.T. : DEED RECORDS, KLEBERG COUNTY, TEXAS.



AREA TABLE	SQUARE FEET	ACREAGE
PARCEL AREA	210,000 ±	0.482 ±
PURCHASE PARCEL	2,500.00	0.057



SURVEYOR'S NOTES
 1. NAME OF MACHINE IS GPS SURVEILLANCE.
 2. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING.
 3. THIS SURVEY WAS NOT INTENDED TO BE A FINAL SURVEY OF THE PARCEL.
 4. ALL VISIBLE TOWER EQUIPMENT AND APPROPRIATE ARE CONTAINED WITHIN THE BOUNDARY OF THE PARCEL.
 5. THE SURVEYOR HAS REVIEWED THE PLAT RECORDS AND DEED RECORDS FOR THE PARCEL AND HAS FOUND NO DISCREPANCIES.
 6. THE SURVEYOR HAS REVIEWED THE PLAT RECORDS AND DEED RECORDS FOR THE PARCEL AND HAS FOUND NO DISCREPANCIES.
 7. THE SURVEYOR HAS REVIEWED THE PLAT RECORDS AND DEED RECORDS FOR THE PARCEL AND HAS FOUND NO DISCREPANCIES.
 8. THE SURVEYOR HAS REVIEWED THE PLAT RECORDS AND DEED RECORDS FOR THE PARCEL AND HAS FOUND NO DISCREPANCIES.

SURVEYOR'S CERTIFICATION
 I, HERBERT C. WILSON, JR., A DELAWARE LIMITED LIABILITY COMPANY, ITS SURVEYORS, AND THEIR RESPECTIVE SUBSIDIARIES, HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING. WE HAVE REVIEWED THE PLAT RECORDS AND DEED RECORDS FOR THE PARCEL AND HAVE FOUND NO DISCREPANCIES. WE HAVE REVIEWED THE PLAT RECORDS AND DEED RECORDS FOR THE PARCEL AND HAVE FOUND NO DISCREPANCIES. WE HAVE REVIEWED THE PLAT RECORDS AND DEED RECORDS FOR THE PARCEL AND HAVE FOUND NO DISCREPANCIES. WE HAVE REVIEWED THE PLAT RECORDS AND DEED RECORDS FOR THE PARCEL AND HAVE FOUND NO DISCREPANCIES.

HERBERT C. WILSON, JR.
 LAND SURVEYOR - TEXAS # 6003
 Date: October 24, 2022
 Revision: 03/09/2023

PREPARED FOR VB BTS II, LLC
 SITE NAME: FLATO
 SITE NUMBER: US-TX-5887
 ADDRESS: 1400 BLOCK OF LOTT AVE.
 KINGSVILLE, TX 78364
 KLEBERG COUNTY
 SURVEY WORK PERFORMED BY:
 WILBERLEY SURVEYING PROFESSIONALS
 PO BOX 9237
 GREENVILLE, TEXAS 75404
 PHONE: (903) 450-8100
 FAX: (903) 455-2902
 DRAWN BY: DJ
 CHECKED BY: RW
 JOB #: 21143
 NATIONAL SURVEY SERVICES COORDINATION BY:
 GEOLINE SURVEYING, INC.
 15430 HWY 190D, Terrell, Texas 75159
 Phone: (940) 718-0500
 Fax: (940) 718-0501
 WWW.GEOLINEINC.COM

OVERALL SITE PLAN

SHEET 1 OF 4

AGENDA ITEM #2

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



For Information on events and facilities
www.cityofkingsville.com/department/parks
Email: sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

To: Mark McLaughlin, City Manager

From: Susan Ivy, Director of Parks & Recreation

Date: May 12, 2023

Subject: Agenda Request – Receipt of Brookshire Foundation Donation for Parks

Request: We are asking the City Commission to approve/accept the \$15,000.00 donation from the B.C. and Addie Brookshire Foundation. To be expended as follows: \$10,000.00 for 2023 summer programming which will include \$2,000 for assistance with the KISD Friday afternoon activities. \$5,000.00 to assist with the replacement of the diving board at the Brookshire Pool.

History: The Brookshire Foundation has a long history of supporting Parks Department Programs, events and project needs. Quite a bit of funds have been contributed to assist at the Brookshire Pool. They also have contributed annually to our summer activities programs provided by Parks and County Agri Life Extension.

Financial Impact: This donation will increase our Recreational Programs line item in Division 4513 and line item 31499 by \$10,000.00. It will also increase our Park Maintenance Fund 093-4503 – 59100 Grounds and Permanent Fixtures line item by \$5,000.00.

Recommendation: Please: 1) accept the \$15,000.00 donation from the Brookshire Foundation to be expended as noted above for Park Department needs, and (2) approve the budget amendment for same.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND THE DONATION FROM THE BROOKSHIRE FOUNDATION FOR RECREATIONAL PROGRAMS AND EQUIPMENT.

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#50

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues</u>					
4513	Parks	Parks Donations	58003	\$10,000	
<u>Expenditures</u>					
4513	Parks	Recreational Programs	31499	\$10,000	
Fund 093 – Park Maintenance					
<u>Revenues</u>					
4503	Parks	Parks Donations	58003	\$5,000	
<u>Expenditures</u>					
4503	Parks	Grounds & Perm Fixtures	59100	\$5,000	

[To amend the City of Kingsville FY 22-23 budget to accept and expend the donation from the Brookshire Foundation for recreation programs and equipment. Funding will come from the donation received for the stated purpose.]

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 22nd day of May 2023.

PASSED AND APPROVED on this the _____ day of June 2023.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

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, Director of Parks & Recreation

Date: May 12, 2023

Subject: Agenda Request – Receipt of Youth Pony League Sponsorship Donation

Request: We are asking City Commission to approve the \$300 donation from Cherry Tree Tea Room for sponsorship of a team within our youth baseball and softball league.

History: As previously presented to the Commission, each team solicited sponsors to assist with uniform costs, equipment, umpires, scorekeepers, and other expenses of the league.

Financial Impact: This donation will increase our professional services line item in Parks Division 4514 by \$300.00.

Recommendation: Please (1) approve the previously mentioned donation from the Cherry Tree Tea Room in the amount of \$300 to be spent for league expenses and (2) approve the budget amendment for the donation that is to be coded to Pony League Division 4514 line item Professional Services 31400.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND THE DONATION FROM THE CHERRY TREE TEA ROOM FOR SPONSORSHIP OF A YOUTH BASEBALL AND SOFTBALL LEAGUE TEAM.

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#49

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues</u>					
4514	Parks	Softball League Donation	58003	\$300	
<u>Expenditures</u>					
4514	Parks	Professional Services	31400	\$300	

[To amend the City of Kingsville FY 22-23 budget to accept and expend the donation from the Cherry Tree Tea Room for sponsorship of a youth baseball and softball league team. Funding will come from the donation received for the stated purpose.]

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 22nd day of May 2023.

PASSED AND APPROVED on this the _____ day of June 2023.

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 Public Works

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: May 12, 2023

SUBJECT: Drought Contingency Plan Update

Summary:

This update brings public awareness of possible actions/restrictions during water shortages to protect public health, safety and welfare. This plan is a requirement as part of TCEQ compliance and is required to be updated every five years.

Background:

The Drought Contingency Plan was adopted by Ordinance 2018-57. This plan identifies the criteria for initiation and termination, drought response stages and potential impacts to water customers.

Financial Impact:

The Drought Contingency Plan has no financial impact to the City.

Recommendation:

Staff recommends approval of this drought contingency plan.



ORDINANCE #2018-57

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER V, ARTICLE 3, WATER, SECTIONS 72, 77 & 78, PROVIDING FOR ADDITIONAL PUBLIC EDUCATION METHOD, UPDATED TRIGGERS, AND UPDATED NOTIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

THAT Sections 5-3-72, 5-3-77, and 5-3-78 of Article 3: Water of Chapter V, Public Works of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

§ 5-3-72 PUBLIC EDUCATION

The City of Kingsville will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of a public meetings, utility bill inserts, city website and/or publication in a newspaper of general circulation.

...

§ 5-3-77 CRITERIA FOR INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES

The City Manager or his/her designee shall monitor water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified "triggers" are reached. Customer notification of the initiation or termination of drought response stages will be made by mail and/or publication in a newspaper of general circulation.

The triggering criteria described below are based on groundwater capacity limits.

Stage 1 Triggers -- MILD Water Shortage Conditions

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on water uses, defined in Section 5-3-76 Definitions when the criteria described as follows occurs. The City of Kingsville will recognize that a mild water shortage exists when the capacity of the City of Kingsville's groundwater wells is equal to or less than 90 percent of the original capacity (approximately 7.4 million gallons per day), and the total daily water demand equals or exceeds 6.0 million gallons for 3 consecutive days.

Requirements for termination

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 7 consecutive days.

Stage 2 Triggers -- MODERATE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section 5-3-78 of this Plan when the criteria described as follows occurs. The City of Kingsville will recognize that a moderate water shortage exists when the capacity of the City of Kingsville's groundwater wells is equal to or less than 85 percent of the original capacity (approximately 7.0 million gallons per day), and the total daily water demand equals or exceeds 7.0 million gallons for 3 consecutive days.

Requirements for termination

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 15 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 Triggers -- SEVERE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when the criteria described as follows occurs. The City of Kingsville will recognize that a severe water shortage exists when the capacity of the City of Kingsville's groundwater wells is equal to or less than 80 percent of the original capacity (approximately 6.6 million gallons per day), and the total daily water demand equals or exceeds 7.5 million gallons for 3 consecutive days.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 Triggers -- EMERGENCY Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when the criteria described as follows occurs. The City of Kingsville will recognize that an emergency water shortage exists when:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
2. Natural or man-made contamination of the water supply source(s).

Requirements for termination

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 7 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Stage 5 Triggers -- WATER ALLOCATION

Requirements for initiation

Customers shall be required to comply with the water allocation plan prescribed in Section 5-3-78 of this Plan and comply with the requirements and restrictions for Stage 4 - EMERGENCY Water Shortage Conditions of this Plan when the City Manager determines that water shortage conditions threaten public health, safety and welfare.

Requirements for termination

Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 15 consecutive days.

§ 5-3-78 DROUGHT RESPONSE STAGES

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section 5-3-77 of this Plan, shall determine that a mild, moderate, severe, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The City Manager or his/her designee shall notify the public by means of publication in a newspaper of general circulation, direct mail, and/or public service announcements.

Additional Notification:

The City Manager or his/her designee shall notify directly or cause to be notified directly, the following individuals and entities:

Mayor and members of the City Commission
Fire Chief
City and/or County Emergency Management Coordinator
County Judge and Commissioners
State Disaster District/Department of Public Safety
TCEQ (required when mandatory restrictions are imposed)
Major water users
Critical water users, i.e. hospitals
Public Facilities Managers

Stage 1 Response -- MILD Water Shortage Conditions

Goal: Achieve a voluntary 10% percent reduction in total water use.

Supply Management Measures:

The City of Kingsville will prohibit the use of ornamental fountains, reduce or discontinue flushing of water mains and schedule meetings with large water users, industrial and commercial to exchange information regarding methods of saving water.

Voluntary Water Use Restrictions:

- (a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.

- (b) All operations of the City of Kingsville shall adhere to water use restrictions prescribed for Stage 2 of the Plan.
- (c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response -- MODERATE Water Shortage Conditions

Goal: Achieve a 15% percent reduction in total water use.

Supply Management Measures:

Continue Stage 1 measures and implement any additional regulations and prohibitions.

Water Use Restrictions:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.

- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of Kingsville.
- (f) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the City of Kingsville, the facility shall not be subject to these regulations.
- (g) All restaurants are prohibited from serving water to patrons except upon request of the patron.
- (h) The following uses of water are defined as non-essential and are prohibited:
 - 1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - 2. use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - 3. use of water for dust control;
 - 4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
 - 5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response -- SEVERE Water Shortage Conditions

Goal: Achieve a 25% reduction in total water use.

Supply Management Measures:

Continuation of restrictions set forth in previous conditions and implementation of additional regulations or prohibitions.

Water Use Restrictions: All requirements of Stage 2 shall remain in effect during Stage 3 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
- (b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the City of Kingsville.
- (c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

Stage 4 Response -- Emergency Water Shortage Conditions

Goal: Achieve a 35% reduction in total water use.

Supply Management Measures:

Continuation of restrictions set forth in previous conditions and implementation of additional regulations or prohibitions by the South Texas Water Authority.

Water Use Restrictions. All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (c) The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support

aquatic life or where such fountains or ponds are equipped with a recirculation system.

- (e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.
- (f) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler system are prohibited at all times.

Stage 5 Response -- WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare, the City Manager is hereby authorized to allocate water according to the following water allocation plan:

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

"Household" means the residential premises served by the customer's meter. "Persons per household" includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the City of Kingsville of a greater number of persons per household on a form prescribed by the City Manager. The City of Kingsville shall give his/her best effort to see that such forms are mailed, otherwise provided,

or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Kingsville offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of Kingsville on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City of Kingsville in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of Kingsville of a reduction in the number of person in a household shall be fined not less than \$ 100.00.

Residential water customers shall pay the following surcharges:

\$5.00 for the first 1,000 gallons over allocation.

\$8.00 for the second 1,000 gallons over allocation.

\$16.00 for the third 1,000 gallons over allocation.

\$40.00 for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Master-Metered Multi-Family Residential Customers

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the City of Kingsville of a greater number on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Kingsville offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the City of Kingsville in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the City Manager

shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of Kingsville of a reduction in the number of person in a household shall be fined not less than \$ 200.00. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

\$ 5.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.

\$ 8.00, thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.

\$16.00, thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

\$40.00, thereafter for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Commercial Customers

A monthly water allocation shall be established by the City Manager, or his/her designee, for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75 percent of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 75 percent of whose monthly usage is less than 6,000 gallons, shall be allocated 6,000 gallons. The City Manager shall give his/her best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the City of Kingsville to determine the allocation. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager. Nonresidential commercial customers shall pay the following surcharges:

Customers whose allocation is 6,000 gallons through 20,000 gallons per month:

\$ 5.00 per thousand gallons for the first 1,000 gallons over allocation.

\$ 8.00 per thousand gallons for the second 1,000 gallons over allocation.

\$16.00 per thousand gallons for the third 1,000 gallons over allocation.

\$40.00 per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is 21,000 gallons per month or more:

One times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

Three times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

Five times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

Ten times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

Industrial Customers

A monthly water allocation shall be established by the City Manager, or his/her designee, for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be approximately 90 percent of the customer's water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation shall be further reduced to 85 percent of the customer's water usage baseline. The industrial customer's water use baseline will be computed on the average water use for the 36-month period ending prior to the date of implementation of Stage 2 of the Plan. If the industrial water customer's billing history is shorter than 36 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists. The City Manager shall give his/her best effort to see that notice of each industrial customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the City of Kingsville to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the

initiative of the City Manager, the allocation may be reduced or increased, (1) if the designated period does not accurately reflect the customer's normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shutdown or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited, (5) the customer agrees to transfer part of its allocation to another industrial customer, or (6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager. Industrial customers shall pay the following surcharges:

Customers whose allocation is 6,000 gallons through 20,000 gallons per month:

- \$ 5.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$ 8.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$16.00 per thousand gallons for the third 1,000 gallons over allocation.
- \$40.00 per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is 21,000 gallons per month or more:

- One times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.
- Three times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.
- Five times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- Ten times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

...

II.

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

III.

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

IV.

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

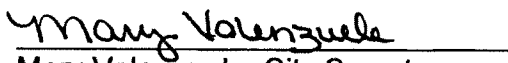
INTRODUCED on this the 10th day of September, 2018.

PASSED AND APPROVED on this the 24th day of September, 2018.

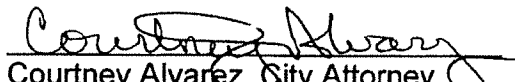
Effective Date: October 11, 2018


Sam R. Fugate, Mayor

ATTEST:


Mary Valenzuela, City Secretary

APPROVED AS TO FORM:


Courtney Alvarez, City Attorney

ORDINANCE #2023-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER V, ARTICLE 3, WATER, SECTIONS 70 THROUGH 81, PROVIDING FOR DROUGHT CONTINGENCY PLAN, PUBLIC EDUCATION METHOD, TRIGGERS, AND NOTIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

THAT Sections 5-3-70 through 5-3-78 of Article 3: Water of Chapter V, Public Works of the Code of Ordinances of the City of Kingsville, Texas, shall be adopted to read as follows:

...

§ 5-3-70 DECLARATION OF POLICY, PURPOSE AND INTENT.

(A) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water.

(B) Water uses regulated or prohibited under this drought contingency plan are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in § 5-3-79 of this subarticle.

(Ord. 2002-14, passed 5-7-02)

§ 5-3-71 PUBLIC INVOLVEMENT.

Opportunity for the public to provide input into the preparation of the plan was provided by the city by means of public notice of public meeting to accept input on the plan.

(Ord. 2002-14, passed 5-7-02)

§ 5-3-72 PUBLIC EDUCATION.

The City of Kingsville will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of a public meetings, utility bill inserts, city website and/or publication in a newspaper of general circulation.

§ 5-3-73 COORDINATION WITH REGIONAL WATER PLANNING GROUPS.

The service area of the city is located within Region N and the city has provided a copy of this plan to the Coastal Bend Regional Water Planning Group.

(Ord. 2002-14, passed 5-7-02)

§ 5-3-74 AUTHORIZATION.

The City Manager or his/her designee is hereby authorized and directed to implement the applicable provisions of this plan upon determination that such implementation is necessary to protect public health, safety and welfare. The City Manager or his/her designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.

(Ord. 2002-14, passed 5-7-02)

§ 5-3-75 - APPLICATION.

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms *person* and *customer* as used in the plan include individuals, corporations, partnerships, associations and all other legal entities.

(Ord. 2002-14, passed 5-7-02)

§ 5-3-76 DEFINITIONS.

For the purpose of this subarticle, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Aesthetic water use. Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use. Water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants and office buildings.

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer. Any person, company, or organization using water supplied by the city.

Domestic water use. Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even number address. Street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use. The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use. Water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this plan;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or jacuzzi-type pools;
- (7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(9) Use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd numbered address. Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

(Ord. 2002-14, passed 5-7-02)

§ 5-3-77 CRITERIA FOR INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES.

The City Manager or his/her designee shall monitor water supply and/or demand conditions on a weekly basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified “triggers” are reached. Customer notification of the initiation or termination of drought response stages will be made by mail and/or publication in a newspaper of general circulation.

The triggering criteria described below are based on groundwater capacity limits.

Stage 1 Triggers -- MILD Water Shortage Conditions

Requirements for initiation

Customers shall be requested to voluntarily conserve water and adhere to the prescribed restrictions on water uses, defined in Section 5-3-76 Definitions when the criteria described as follows occurs. The City of Kingsville will recognize that a mild water shortage exists when the capacity of the City of Kingsville's groundwater wells is equal to or less than 90 percent of the original capacity (approximately 7.4 million gallons per day), and the total daily water demand equals or exceeds 6.0 million gallons for 3 consecutive days.

Requirements for termination

Stage 1 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 7 consecutive days.

Stage 2 Triggers -- MODERATE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses provided in Section 5-3-78 of this Plan when the criteria described as follows occurs. The City of Kingsville will recognize that a moderate water shortage exists when the capacity of the City of Kingsville's groundwater wells is equal to or less than 85 percent of the original capacity (approximately 7.0 million gallons per day), and the total daily water demand equals or exceeds 7.0 million gallons for 3 consecutive days.

Requirements for termination

Stage 2 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 15 consecutive days. Upon termination of Stage 2, Stage 1 becomes operative.

Stage 3 Triggers -- SEVERE Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 3 of this Plan when the criteria described as follows occurs. The City of Kingsville will recognize that a severe water shortage exists when the capacity of the City of Kingsville's groundwater wells is equal to or less than 80 percent of the original capacity (approximately 6.6 million gallons per day), and the total daily water demand equals or exceeds 7.5 million gallons for 3 consecutive days.

Requirements for termination

Stage 3 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 30 consecutive days. Upon termination of Stage 3, Stage 2 becomes operative.

Stage 4 Triggers -- EMERGENCY Water Shortage Conditions

Requirements for initiation

Customers shall be required to comply with the requirements and restrictions on certain non-essential water uses for Stage 4 of this Plan when the criteria described as follows occurs. The City of Kingsville will recognize that an emergency water shortage exists when:

1. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; **or**
2. Natural or man-made contamination of the water supply source(s).

Requirements for termination

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 7 consecutive days. Upon termination of Stage 4, Stage 3 becomes operative.

Stage 5 Triggers -- WATER ALLOCATION

Requirements for initiation

Customers shall be required to comply with the water allocation plan prescribed in Section 5-3-78 of this Plan and comply with the requirements and restrictions for Stage 4 - EMERGENCY Water Shortage Conditions of this Plan when the City Manager determines that water shortage conditions threaten public health, safety and welfare.

Requirements for termination

Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of 15 consecutive days.

§ 5-3-78 DROUGHT RESPONSE STAGES.

The City Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section 5-3-77 of this Plan, shall determine that a mild, moderate, severe, emergency or water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The City Manager or his/her designee shall notify the public by means of publication in a newspaper of general circulation, direct mail, and/or public service announcements.

Additional Notification:

The City Manager or his/her designee shall notify directly or cause to be notified directly, the following individuals and entities:

Mayor and members of the City Commission
Fire Chief
City and/or County Emergency Management Coordinator
County Judge and Commissioners
State Disaster District/Department of Public Safety
TCEQ (required when mandatory restrictions are imposed)
Major water users
Critical water users, i.e. hospitals
Public Facilities Managers

Stage 1 Response -- MILD Water Shortage Conditions

Goal: Achieve a voluntary 10% percent reduction in total water use.

Supply Management Measures:

The City of Kingsville will prohibit the use of ornamental fountains, reduce or discontinue flushing of water mains and schedule meetings with large water users, industrial and commercial to exchange information regarding methods of saving water.

Voluntary Water Use Restrictions:

- (a) Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and to irrigate landscapes only between the hours of midnight and 10:00 a.m. and 8:00 p.m. to midnight on designated watering days.
- (b) All operations of the City of Kingsville shall adhere to water use restrictions prescribed for Stage 2 of the Plan.
- (c) Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

Stage 2 Response -- MODERATE Water Shortage Conditions

Goal: Achieve a 15% percent reduction in total water use.

Supply Management Measures:

Continue Stage 1 measures and implement any additional regulations and prohibitions.

Water Use Restrictions:

Under threat of penalty for violation, the following water use restrictions shall apply to all persons:

- (a) Irrigation of landscaped areas with hose-end sprinklers or automatic irrigation systems shall be limited to Sundays and Thursdays for customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9), and irrigation of landscaped areas is further limited to the

hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at anytime if it is by means of a hand-held hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system.

- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rises. Vehicle washing may be done at any time on the immediate premises of a commercial car wash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- (c) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or jacuzzi-type pools is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) Use of water from hydrants shall be limited to fire fighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the City of Kingsville.
- (f) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight. However, if the golf course utilizes a water source other than that provided by the City of Kingsville, the facility shall not be subject to these regulations.
- (g) All restaurants are prohibited from serving water to patrons except upon request of the patron.

(h) The following uses of water are defined as non-essential and are prohibited:

1. wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
2. use of water to wash down buildings or structures for purposes other than immediate fire protection;
3. use of water for dust control;
4. flushing gutters or permitting water to run or accumulate in any gutter or street; and
5. failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).

Stage 3 Response -- SEVERE Water Shortage Conditions

Goal: Achieve a 25% reduction in total water use.

Supply Management Measures:

Continuation of restrictions set forth in previous conditions and implementation of additional regulations or prohibitions.

Water Use Restrictions: All requirements of Stage 2 shall remain in effect during Stage 3 except:

- (a) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, drip irrigation, or permanently installed automatic sprinkler system only. The use of hose-end sprinklers is prohibited at all times.
- (b) The watering of golf course tees is prohibited unless the golf course utilizes a water source other than that provided by the City of Kingsville.
- (c) The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

Stage 4 Response -- Emergency Water Shortage Conditions

Goal: Achieve a 35% reduction in total water use.

Supply Management Measures:

Continuation of restrictions set forth in previous conditions and implementation of additional regulations or prohibitions by the South Texas Water Authority.

Water Use Restrictions. All requirements of Stage 2 and 3 shall remain in effect during Stage 4 except:

- (a) Irrigation of landscaped areas is absolutely prohibited.
- (b) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is absolutely prohibited.
- (c) The filling, refilling, or adding of water to swimming pools, wading pools, and jacuzzi-type pools is prohibited.
- (d) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- (e) No application for new, additional, expanded, or increased-in-size water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be approved, and time limits for approval of such applications are hereby suspended for such time as this drought response stage or a higher-numbered stage shall be in effect.
- (f) Irrigation of landscaped areas shall be limited to designated watering days between the hours of 6:00 a.m. and 10:00 a.m. and between 8 p.m. and 12:00 midnight and shall be by means of hand-held hoses, hand-held buckets, or drip irrigation only. The use of hose-end sprinklers or permanently installed automatic sprinkler system are prohibited at all times.

Stage 5 Response -- WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare, the City Manager is hereby authorized to allocate water according to the following water allocation plan:

Single-Family Residential Customers

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

Persons per Household	Gallons per Month
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

"Household" means the residential premises served by the customer's meter. "Persons per household" includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer's household is comprised of two (2) persons unless the customer notifies the City of Kingsville of a greater number of persons per household on a form prescribed by the City Manager. The City of Kingsville shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Kingsville offices to complete and sign the form claiming more than two (2) persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the City Manager. When the number of persons per household increases so as to place the customer in a different allocation category, the customer may notify the City of Kingsville on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the City of Kingsville in writing within two (2) days. In prescribing the method for claiming more than two (2) persons per household, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the City of Kingsville of a reduction in the number of person in a household shall be fined not less than \$ 100.00.

Residential water customers shall pay the following surcharges:

- \$5.00 for the first 1,000 gallons over allocation.
- \$8.00 for the second 1,000 gallons over allocation.
- \$16.00 for the third 1,000 gallons over allocation.
- \$40.00 for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Master-Metered Multi-Family Residential Customers

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit. It shall be assumed that such a customer's meter serves two dwelling units unless the customer notifies the City of Kingsville of a greater number on a form prescribed by the City Manager. The City Manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the City of Kingsville offices to complete and sign the form claiming more than two (2) dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the City Manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the City of Kingsville in writing within two (2) days. In prescribing the method for claiming more than two (2) dwelling units, the City Manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify the City of Kingsville of a reduction in the number of person in a household shall be fined not less than \$ 200.00. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

- \$ 5.00 for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.
- \$ 8.00, thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.
- \$16.00, thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.
- \$40.00, thereafter for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

Commercial Customers

A monthly water allocation shall be established by the City Manager, or his/her designee, for each nonresidential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75 percent of the customer's usage for corresponding month's billing period for the previous

12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. Provided, however, a customer, 75 percent of whose monthly usage is less than 6,000 gallons, shall be allocated 6,000 gallons. The City Manager shall give his/her best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the City of Kingsville to determine the allocation. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager. Nonresidential commercial customers shall pay the following surcharges:

Customers whose allocation is 6,000 gallons through 20,000 gallons per month:

- \$ 5.00 per thousand gallons for the first 1,000 gallons over allocation.

- \$ 8.00 per thousand gallons for the second 1,000 gallons over allocation.

- \$16.00 per thousand gallons for the third 1,000 gallons over allocation.

- \$40.00 per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is 21,000 gallons per month or more:

- One times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

- Three times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

- Five times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

- Ten times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

Industrial Customers

A monthly water allocation shall be established by the City Manager, or his/her designee, for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be approximately 90 percent of the customer's water usage baseline. Ninety (90) days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation shall be further reduced to 85 percent of the customer's water usage baseline. The industrial customer's water use baseline will be computed on the average water use for the 36-month period ending prior to the date of implementation of Stage 2 of the Plan. If the industrial water customer's billing history is shorter than 36 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists. The City Manager shall give his/her best effort to see that notice of each industrial customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the City of Kingsville to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the City Manager, the allocation may be reduced or increased, (1) if the designated period does not accurately reflect the customer's normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shutdown or significantly reduced the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited, (5) the customer agrees to transfer part of its allocation to another industrial customer, or (6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the City Manager. Industrial customers shall pay the following surcharges:

Customers whose allocation is 6,000 gallons through 20,000 gallons per month:

- \$ 5.00 per thousand gallons for the first 1,000 gallons over allocation.
- \$ 8.00 per thousand gallons for the second 1,000 gallons over allocation.
- \$16.00 per thousand gallons for the third 1,000 gallons over allocation.
- \$40.00 per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is 21,000 gallons per month or more:

One times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

Three times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

Five times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

Ten times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

§ 5-3-79 ENFORCEMENT.

(A) No person shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by City Manager, or his/her designee, in accordance with provisions of this plan.

(B) Any person who violates this plan is guilty of a misdemeanor and, upon conviction shall be punished by a fine of not less than \$100.00 and not more than \$1,000.00. Each day that one or more of the provisions in this plan is violated shall constitute a separate offense. If a person is convicted of three or more distinct violations of this plan, the City Manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at \$25.00, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the City Manager that the same action shall not be repeated while the plan is in effect. Compliance with this plan may also be sought through injunctive relief in the district court.

(C) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used

in violation of this plan and that the parent could not have reasonably known of the violation.

(D) Any employee of the city, police officer, or other city employee designated by the City Manager, may issue a citation to a person he/she reasonably believes to be in violation of this subarticle. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in municipal court on the date shown on the citation for which the date shall not be less than three days nor more than five days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

(Ord. 2002-14, passed 5-7-02)

§ 5-3-80 VARIANCES.

(A) The City Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

(1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.

(2) Alternative methods can be implemented which will achieve the same level of reduction in water use.

(B) Persons requesting an exemption from the provisions of this subarticle shall file a petition for variance with the city within five days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:

(1) Name and address of the petitioner(s);

(2) Purpose of water use;

- (3) Specific provision(s) of the plan from which the petitioner is requesting relief;
- (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this subarticle;
- (5) Description of the relief requested;
- (6) Period of time for which the variance is sought;
- (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date; and
- (8) Other pertinent information.

(C)(1) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the City Manager or his/her designee:

(a) Variances granted shall include a timetable for compliance; and

(b) Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

(2) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

(Ord. 2002-14, passed 5-7-02)

§ 5-3-81 SEVERABILITY.

It is hereby declared to be the intention of the city that the sections, paragraphs, sentences, clauses, and phrases of this subarticle are severable and, if any phrase, clause, sentence, paragraph, or section of this plan shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this plan, since the same would not have been enacted by the city without the incorporation into this plan of any such unconstitutional phrase, clause, sentence, paragraph, or section.

(Ord. 2002-14, passed 5-7-02)

...

II.

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

III.

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

IV.

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

INTRODUCED on this the 22nd day of May, 2023.

PASSED AND APPROVED on this the 12th day of June, 2023.

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 Public Works

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: May 12, 2023

SUBJECT: Water Conservation Management Plan Update

Summary:

This Water Conservation Management Plan identifies water conservation goals and plans. This plan is a requirement as part of TCEQ compliance and is required to be updated every five years.

Background:

The Water Conservation Management Plan was adopted by Ordinance 2018-56. This conservation plan updates the water service capacities, water supply sources, wastewater treatment facilities including goals and long-range plans by the City of Kingsville.

Financial Impact:

The Water Conservation Management Plan has minimal financial impact to the utility revenues.

Recommendation:

Staff recommends approval of this Water Conservation Management Plan.



ORDINANCE NO. 2018-56

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER V, ARTICLE 3, WATER, SECTIONS 100-103; PROVIDING FOR UPDATED INFORMATION IN THE WATER CONSERVATION MANAGEMENT PLAN; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

THAT Sections 5-3-100 through 5-3-103 of Article 3: Water of Chapter V, Public Works of the Code of Ordinances of the City of Kingsville, Texas, shall be adopted to read as follows:

**WATER CONSERVATION
MANAGEMENT PLAN**

§ 5-3-100 BRIEF DESCRIPTION OF PLANNING AREA

The City of Kingsville in Kleberg County provides water utility service to portions of approximately 13.6 sq. mi. Service is provided throughout the City limits and to portions of Kleberg County which lie near the City limits. The service population is approximately 26,215. This includes service to Texas A&M Kingsville and Naval Air Station Kingsville (NAS) which are the two major consumers of water. The sources of the City's water supply are groundwater which is composed of 7 wells drilled into the Goliad Aquifer, and surface water which is treated by City of Corpus Christi and purchased from the South Texas Water Authority.

The City also provides wastewater collection and treatment services to nearly all the residents and commercial establishments within the City limits. There are two wastewater treatment plants, the North Plant, capacity of 3MGD and the South Plant, capacity of 1MGD.

§ 5-3-101 UTILITY EVALUATION DATA

Projecting future population and water requirements based on historical patterns do not follow state trends. Although the population of Texas is growing, Kingsville's population has remained constant over the past 10 years. The 2010 census reports a population of 26,215 and estimated 2016 demographics by the

U.S. Census Bureau are 26,071. The population has remained fairly stable as the major employers: Texas A&M University-Kingsville, NAS-Kingsville and Celanese have maintained their employment base. The major factor affecting future population is the status of NAS-Kingsville and the Federal Base Closure Committee. If NAS-Kingsville is reduced or closed, the potential decrease in population could be as much as 2,500 employees. Another alternative is a similar increase in population if the Base Closure Committee closes the NAS in Meridian, Mississippi and those forces are relocated to Kingsville.

At this time, Kingsville's water supply is more than double the demand. Average daily demand is 3.6 million gallons per day (mgd) and our current pumping capacity is 14.7 mgd. Peak demand was 4.9 mgd. Our per capita consumption is 141 gallons per day, which represents 3.7 mgd. The remaining pumping capacity of 9.8 mgd is used for city utility usage, commercial supply, firefighting purposes and other emergency conditions. If an additional 2,500 people moved to Kingsville, the average daily demand could be expected to increase to 4.0 mgd based on per capita consumption. Even with a corresponding increase in commercial usage, the existing supply would be sufficient

§ 5-3-102 NEED FOR GOALS OF THE PROGRAM

The major goal of Kingsville's Water Conservation Plan is to reduce gallons per capita per day (gpcd) of water consumption. Currently the daily gpcd water consumption is 141. It is the goal of the City of Kingsville to reduce daily gpcd water consumption by 1% each year resulting in a gpcd of 135.40 in the year 2022.

Additionally, the City of Kingsville has made long range plans for maintaining the City's groundwater supply at least the same capacity as the present, 8mdg. If production from existing wells should fall below this, a replacement well will be required. However, careful investigation and consideration of the location for replacement wells will be made in order to minimize draw down and over pumping the aquifer.

§ 5-3-103 LONG-TERM WATER CONSERVATION PLAN ELEMENTS

A. Education and Information

The City intends to use public notification and education through the local newspaper, the Kingsville Record; the Public Access station on local Cable-TV station (CMA, KingTV69, KvllTV18); local radio station (KTAI); and area news media such as the Corpus Christi Caller-Times newspaper and the three network affiliate television stations in Corpus Christi: (Channels 3, 6, 10). Brochures prepared by the Texas Water Development Board with general information

concerning water conservation will be distributed to new customers when applying for service.

Other information such as indoor water conservation and landscaping water conservation are distributed to the public at special events such as Earth Day, school functions, Water Utility Awareness Week etc.

B. Conservation-Oriented Water Rate Structure

The current water rate structure (increasing block rate) should promote water conservation practices.

C. Metering Program

The City completed a residential meter accuracy test in 2017 and is planning to replace radio read devices on meters in FY 2019. The City also has a meter testing program. The Utility Billing Department has a portable meter tester which is utilized in the field for meter testing. All meters six inch and larger are to be tested annually for accuracy and for deviations from 100% greater or less than 2%, the meter is re-calibrated.

D. Leak detection and repair

The City will maintain its program as follows:

1. Utility Billing automatically separates high usage readings from the other billings. These are re-read for accuracy. If there is actually high usage, the customer is notified to check for leaks.

2. Monthly comparisons of total water sales and water produced.

3. Continuous monitoring of storage tanks to detect water main breaks.

4. Visual inspection by meter readers and City employees for abnormal conditions indicating leaks.

5. Prompt repair of water system leaks and water main breaks.

6. Implementation and Enforcement

Except as provided for by other existing City ordinances, compliance with the City's water conservation program will be voluntary. The user charges for the water system are substantial; therefore, voluntary compliance with water conservation measures should be effective.

7. Periodic Review and Evaluation

The City of Kingsville will evaluate the effectiveness of this plan annually and report the progress towards the City's stated goals to the Texas Water Development Board until all financial obligations to the State have been discharged.

8. Water-Conserving Landscape Programs

The City of Kingsville actively supports the efforts of the local Kingsville Gardeners Club and Keep Kingsville Beautiful Committee. This committee of volunteers has conducted several demonstrations and educational events to inform citizens about the use of native, drought tolerant plants in local landscaping.

9. Distribution System Pressure Control

The City's water supply controls operate on a Supervisory Control and Data Acquisition System which monitors storage tank levels and converts that information into pressure readings. There is continual monitoring of these readings. Furthermore, pressure indicators and recorders have been installed in two critical points in the distribution system. This information is also monitored at least daily. These pressure indicators alert City personnel if severe changes occur which are then investigated immediately.

10. Water Recycling and Reuse Programs

The City of Kingsville has an as needed wastewater reuse program for the L.E. Ramey Golf Course to use effluent water for irrigation purposes.

11. Five-year and Ten-year targets

The City of Kingsville has goals to reduce the total gpcd by 1% each year resulting in a gpcd of 133.95 in the year 2023 and a gpcd of 126.90 in the year 2028. Water loss expressed in gpcd also has a goal of 1% reduction each year resulting in a water loss gpcd of 4.75 in the year 2023 and a gpcd of 4.5 in the year 2028.

II.

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

III.


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

IV.

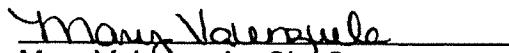
THAT this Ordinance shall be codified and become effective on and after adoption and publication as required by law.

INTRODUCED on this the 10th day of September, 2018.

PASSED AND APPROVED on this the 24th day of September, 2018.


Sam R. Fugate, Mayor

ATTEST:


Mary Valenzuela, City Secretary

APPROVED AS TO FORM:


Courtney Alvarez, City Attorney

Effective Date: October 11, 2018

ORDINANCE NO. 2023-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER V, ARTICLE 3, WATER, SECTIONS 100-103; PROVIDING FOR UPDATED INFORMATION IN THE WATER CONSERVATION MANAGEMENT PLAN; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

THAT Sections 5-3-100 through 5-3-103 of Article 3: Water of Chapter V, Public Works of the Code of Ordinances of the City of Kingsville, Texas, shall be adopted to read as follows:

**WATER CONSERVATION
MANAGEMENT PLAN**

§ 5-3-100 BRIEF DESCRIPTION OF PLANNING AREA

The City of Kingsville in Kleberg County provides water utility service to portions of approximately 13.6 sq. mi. Service is provided throughout the City limits and to portions of Kleberg County which lie near the City limits. The service population is approximately 26,215. This includes service to Texas A&M Kingsville and Naval Air Station Kingsville (NAS) which are the two major consumers of water. The sources of the City's water supply are groundwater which is composed of 7 wells drilled into the Goliad Aquifer, and surface water which is treated by City of Corpus Christi and purchased from the South Texas Water Authority.

The City also provides wastewater collection and treatment services to nearly all the residents and commercial establishments within the City limits. There are two wastewater treatment plants, the North Plant, capacity of 3MGD and the South Plant, capacity of 1MGD.

§ 5-3-101 UTILITY EVALUATION DATA

Projecting future population and water requirements based on historical patterns do not follow state trends. Although the population of Texas is growing, Kingsville's population has remained constant over the past 10 years. The ~~2020~~ 2040 census reports a population of 25,402 ~~26,215~~ and estimated 2023 ~~2046~~ demographics by the U.S. Census Bureau are 25,415 ~~26,074~~. The population

has remained fairly stable as the major employers: Texas A&M University-Kingsville, NAS-Kingsville and Celanese have maintained their employment base. The major factor affecting future population is the status of NAS-Kingsville and the Federal Base Closure Committee. If NAS-Kingsville is reduced or closed, the potential decrease in population could be as much as 2,500 employees. Another alternative is a similar increase in population if the Base Closure Committee closes the NAS in Meridian, Mississippi and those forces are relocated to Kingsville.

At this time, Kingsville's water supply is more than double the demand. Average daily demand is 3.6 million gallons per day (mgd) and our current pumping capacity is 14.7 mgd. Peak demand was 4.9 mgd. Our per capita consumption is 141 gallons per day, which represents 3.7 mgd. The remaining pumping capacity of 9.8 mgd is used for city utility usage, commercial supply, firefighting purposes and other emergency conditions. If an additional 2,500 people moved to Kingsville, the average daily demand could be expected to increase to 4.0 mgd based on per capita consumption. Even with a corresponding increase in commercial usage, the existing supply would be sufficient

§ 5-3-102 NEED FOR GOALS OF THE PROGRAM

The major goal of Kingsville's Water Conservation Plan is to reduce gallons per capita per day (gpcd) of water consumption. Currently the daily gpcd water consumption is 141. It is the goal of the City of Kingsville to reduce daily gpcd water consumption by 1% each year resulting in a gpcd of 135.40 in the year 2022.

Additionally, the City of Kingsville has made long range plans for maintaining the City's groundwater supply at least the same capacity as the present, 8mgd. If production from existing wells should fall below this, a replacement well will be required. However, careful investigation and consideration of the location for replacement wells will be made in order to minimize draw down and over pumping the aquifer.

§ 5-3-103 LONG-TERM WATER CONSERVATION PLAN ELEMENTS

A. Education and Information

The City intends to use public notification and education through the local newspaper, the Kingsville Record; the Public Access station on local Cable-TV station (CMA, KingTV69, KvllTV18); local radio station (KTAI); and area news media such as the Corpus Christi Caller-Times newspaper and the three network affiliate television stations in Corpus Christi: (Channels 3, 6, 10). Brochures prepared by the Texas Water Development Board with general information

concerning water conservation will be distributed to new customers when applying for service.

Other information such as indoor water conservation and landscaping water conservation are distributed to the public at special events such as Earth Day, school functions, Water Utility Awareness Week etc.

B. Conservation-Oriented Water Rate Structure

The current water rate structure (increasing block rate) should promote water conservation practices.

C. Metering Program

The City completed a residential meter accuracy test in 2017 and is planning to replace radio read devices on meters in FY ~~2023~~ 2019. The City also has a meter testing program. The Utility Billing Department has a portable meter tester which is utilized in the field for meter testing. All meters six inch and larger are to be tested annually for accuracy and for deviations from 100% greater or less than 2%, the meter is re-calibrated.

D. Leak detection and repair

The City will maintain its program as follows:

1. Utility Billing automatically separates high usage readings from the other billings. These are re-read for accuracy. If there is actually high usage, the customer is notified to check for leaks.

2. Monthly comparisons of total water sales and water produced.

3. Continuous monitoring of storage tanks to detect water main breaks.

4. Visual inspection by meter readers and City employees for abnormal conditions indicating leaks.

5. Prompt repair of water system leaks and water main breaks.

6. Implementation and Enforcement

Except as provided for by other existing City ordinances, compliance with the City's water conservation program will be voluntary. The user charges for the water system are substantial; therefore, voluntary compliance with water conservation measures should be effective.

7. Periodic Review and Evaluation

The City of Kingsville will evaluate the effectiveness of this plan annually and report the progress towards the City's stated goals to the Texas Water Development Board until all financial obligations to the State have been discharged.

8. Water-Conserving Landscape Programs

The City of Kingsville actively supports the efforts of the local Kingsville Gardeners Club and Keep Kingsville Beautiful Committee. This committee of volunteers has conducted several demonstrations and educational events to inform citizens about the use of native, drought tolerant plants in local landscaping.

9. Distribution System Pressure Control

The City's water supply controls operate on a Supervisory Control and Data Acquisition System which monitors storage tank levels and converts that information into pressure readings. There is continual monitoring of these readings. Furthermore, pressure indicators and recorders have been installed in two critical points in the distribution system. This information is also monitored at least daily. These pressure indicators alert City personnel if severe changes occur which are then investigated immediately.

10. Water Recycling and Reuse Programs

The City of Kingsville has an as needed wastewater reuse program for the L.E. Ramey Golf Course to use effluent water for irrigation purposes.

11. Five-year and Ten-year targets

The City of Kingsville has goals to reduce the total gpcd by 1% each year resulting in a gpcd of 133.95 in the year 2023 and a gpcd of 126.90 in the year 2028. Water loss expressed in gpcd also has a goal of 1% reduction each year resulting in a water loss gpcd of 4.75 in the year 2023 and a gpcd of 4.5 in the year 2028.

II.

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

III.

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

IV.

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

INTRODUCED on this the 22nd day of May, 2023.

PASSED AND APPROVED on this the 12th day of June, 2023.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #6

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO PROVIDE ADDITIONAL FUNDING FOR LEGAL PROFESSIONAL SERVICES.

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#51

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures</u>					
1400	Attorney	Professional Services	31400	\$5,000	
1030	City Special	Budget Amendment Reserve	86000		\$5,000

[To amend the City of Kingsville FY 22-23 budget to provide additional funding for Legal Department Professional Services. Funding will come from the Budget Amendment Reserve line item which has \$5,656.78 remaining.]

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 22nd day of May 2023.

PASSED AND APPROVED on this the _____ day of June 2023.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #7

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: May 10, 2023

SUBJECT: Budget Amendment #47 For City Manager Contract Increase

Summary:

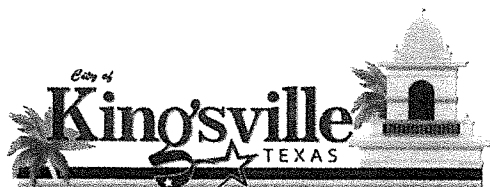
The City Manager received a contract increase and Finance submitted Budget Amendment #38 for the increase which was approved as submitted. There was an error made by Finance as to the effective date of the increase which resulted in a budget shortage.

Financial Impact:

Funding of \$12,726 for these expenditures will come from the General Fund Budget Amendment Reserve Line item. The General Fund Reserve line item currently has \$18,382.78.

Recommendation:

Staff recommends the approval of the budget amendment for additional funding for the increase in the City Manager contract increase.



ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR THE CITY MANAGER CONTRACT INCREASE.

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#47

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures</u>					
1010	City Mgr	Salaries	11100	\$10,991	
1010	City Mgr	Retirement	11400	\$1,006	
1010	City Mgr	FICA	11500	\$729	
1030	City Special	Budget Amendment Reserve	86000		\$12,726

[To amend the City of Kingsville FY 22-23 budget to appropriate additional funding for the City Manager contract increase. Funding will come from the General Fund budget amendment reserve.]

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 22nd day of May 2023.

PASSED AND APPROVED on this the _____ day of June 2023.

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: May 12, 2023

SUBJECT: Budget Amendment #48 Cost Overruns for the Facilities Division

Summary:

In reviewing the current expenditures along with the remainder of the year for the Facilities Division, it has been determined that there will be shortages in several areas due to increases in the cost of materials and third-party service providers, along with necessary additional repairs and maintenance.

Financial Impact:

Funding of \$24,344 for these expenditures will come from the General Fund unappropriated fund balance.

Recommendation:

Staff recommends the approval of the budget amendment for additional funding for the cost overruns of the Facilities Division.



ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR COST OVERRUNS OF THE FACILITIES DIVISION.

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#48

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Expenditures					
1805	Facilities	Janitorial Supplies	21195	\$5,379	
1805	Facilities	Motor Gas & Oil	21500	\$621	
1805	Facilities	Communications-Muni Bldg	31102	\$2,141	
1805	Facilities	Communications-City Hall	31103	\$583	
1805	Facilities	Utilities-Muni Bldg	32302	\$2,952	
1805	Facilities	Utilities-City Hall	32303	\$3,712	
1805	Facilities	Vehicle Maintenance	41100	\$2,684	
1805	Facilities	Equipment Maintenance	41400	\$207	
1805	Facilities	Building Maintenance	51100	\$3,146	
1805	Facilities	Bldg Maintenance-City Hall	51103	\$2,919	
			Total	\$24,344	

[To amend the City of Kingsville FY 22-23 budget to appropriate additional funding for cost overruns of the Facilities Division. Funding will come from the General Fund unappropriated fund balance.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 22nd day of May 2023.

PASSED AND APPROVED on this the _____ day of June 2023.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #9

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO SETUP BUDGET FOR REVENUES AND EXPENDITURES FOR THE 2021 STONEGARDEN 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#53

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 016 – Stonegarden					
<u>Revenues</u>					
2100	Police	Federal Grants	72005	\$58,712.51	
<u>Expenditures</u>					
2100	Police	Overtime-2021	11226	\$50,605.49	
2100	Police	TMRS	11426	\$4,235.67	
2100	Police	FICA	11527	\$3,871.35	

[To amend the City of Kingsville FY 22-23 budget to setup budget for revenues and expenditures for the 2021 Stonegarden grant. Funding will come from the grant revenues 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 22nd day of May 2023.

PASSED AND APPROVED on this the _____ day of June 2023.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #10

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO PROVIDE ADDITIONAL FUNDING FOR GENERAL FUND AND UTILITY FUND DEPARTMENT COST OVERRUNS.

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#52

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures</u>					
1702	Sanitation	Motor Gas & Oil	21500	\$10,000	
4501	Parks Adm	Utilities	32300	\$19,172	
4502	Golf	Operating Lease	64100	\$7,394	
Fund 051 – Utility Fund					
6002	Water Prod	Utilities	32300	\$27,507	

[To amend the City of Kingsville FY 22-23 budget to provide additional funding for General Fund and Utility Fund cost overruns. Funding will come from the unappropriated fund balances of General Fund and Utility 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 22nd day of May 2023.

PASSED AND APPROVED on this the _____ day of June 2023.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #11

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: May 17, 2023

SUBJECT: Budget Amendment #55 for Lone Star Grant Equipment Costs Increase

Summary:

The Operation Lone Star grant awarded \$13,195.38 for the purchase of Police equipment. Final costs came in at \$13,207.80, resulting in an overage of \$12.42.

Financial Impact:

Funding of \$12.42 for the increased costs will come from the General Fund Budget Amendment Reserve line item which has a balance of \$656.78.

Recommendation:

Staff recommends the approval of the budget amendment for additional funding for the Operation Lone Star Grant increased equipment costs.



ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO PROVIDE ADDITIONAL FUNDING FOR INCREASED COSTS OF EQUIPMENT AWARDED BY THE LONE STAR 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#55

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures</u>					
6900	Transfer	Transfer to Fund 059	80059	\$12.42	
1030	City Special	Budget Amendment Reserve	86000		\$12.42
Fund 059 – HS Operation Lone Star Grant					
<u>Revenues</u>					
0000	Non Dept	Transfer From Fund 001	75001	\$12.42	
<u>Expenditures</u>					
2100	Police	Machinery & Equipment	71200	\$12.42	

[To amend the City of Kingsville FY 22-23 budget to provide additional funding increased costs of equipment awarded by the Lone Star Grant. Funding will come from the Budget Amendment Reserve line item in General Fund which has a balance of \$656.78.]

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 22nd day of May 2023.

PASSED AND APPROVED on this the _____ day of June 2023.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #12

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



Item #28

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, Director of Parks & Recreation

Date: May 12, 2023

Subject: Agenda Request – Budget Amendment to increase line items in Pony League Budget

Request: We are asking City Commission to approve a budget amendment to increase line items for minor equipment and professional services to fund expenses for awards, allstar expenses and remaining games umpires and scorekeepers. Amount needed is \$16,222.25.

History: In order to pay the expenses needed for the 768 players registered in our league through the end of league games and through all star games we will need an additional amount pulled from fund balance to finish the year.

Coding should be as follows: Memberships 4514-31700 - \$4,000 all star registration

Uniforms 4514-21200 - \$6,522.25 14/16 and allstar uniforms

Minor equip 4514-21700 - \$5,700.00 league awards

Financial Impact: This donation will increase our line items by \$16,222.25.

Recommendation: Please approve the budget amendment in the amount of \$16,222.25 and record and increase in expense line items.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO PROVIDE ADDITIONAL FUNDING FOR INCREASED COSTS OF LEAGUE EXPENDITURES DUE TO ADDITIONAL PARTICIPANTS.

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#56

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures</u>					
4514	League	Memberships	31700	\$4,000	
4514	League	Uniforms	21200	\$6,522.25	
4514	League	Minor Equipment	21700	\$5,700	

[To amend the City of Kingsville FY 22-23 budget to provide additional funding increased costs of league expenditures due to more participants. Funding will come from the additional revenues brought in by the league.]

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 22nd day of May 2023.

PASSED AND APPROVED on this the _____ day of June 2023.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #13



MEMO

Date: May 26, 2023

To: Mr. Mark McLaughlin, City Manager

CC: Mayor and City Commissioners

From: Kwabena Agyekum, Interim Director of Planning and Development Services

Subject: Re-appointment of Steve Zamora, Debbie Tiffie, Mike Klepac, Brian Coufal, Rev. Idotha Battle and Larry Garcia as a Regular Members of the Planning & Zoning Board

Summary: Mr. Steve Zamora, Mrs. Debbie Tiffie, Mr. Mike Klepac, Mr. Brian Coufal, Rev. Idotha Battle and Mr. Larry Garcia are seeking reappointment as regular members of the Planning & Zoning Board.

Background: The above-named people have served the Planning and Zoning Board since 2019, attending meetings as needed, serving as regular members. Their tenure expires in May 2023 by which time they have volunteered and re-applied to serve the Board for another two-year term.

Financial Impact: NA

Recommendation: It is recommended that the above-named members be re-appointed to the Planning and Zoning Board for a two-year term.

REGULAR AGENDA

AGENDA ITEM #14

AGENDA ITEM #15

RESOLUTION NO. 2023-_____

**RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION
TO ISSUE CERTIFICATES OF OBLIGATION**

WHEREAS, the City Commission (the “City Commission”) of the City of Kingsville, Texas (the “City”), finds that financing the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of the public property, as well as the payment of fees for professional services related thereto, described in Exhibit A hereto would be beneficial to the inhabitants of the City, and such property is needed to perform essential governmental functions; and the City Commission has determined that one or more series of certificates of obligation (the “Certificates of Obligation”) should be issued pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 *et seq.*, Texas Local Government Code, for such purposes;

WHEREAS, prior to the issuance of the Certificates of Obligation, the City is required to publish notice of its intention to issue the Certificates of Obligation in a newspaper of general circulation in the City, the notice stating (i) the time and place the City Commission tentatively proposes to pass the ordinance authorizing the issuance of the Certificates of Obligation, (ii) the maximum amount of Certificates of Obligation proposed to be issued, (iii) the purposes for which the Certificates of Obligation are to be issued, and (iv) the manner in which the City Commission proposes to pay the Certificates of Obligation;

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

Section 1. Attached hereto and marked Exhibit A is the “Notice of Intention to Issue Certificates of Obligation” (the “Notice”), the form and substance of which are hereby adopted and approved.

Section 2. The Mayor or the City Secretary shall cause the Notice to be published in a newspaper, as defined in Section 2051.044, Texas Government Code, of general circulation in the City for two consecutive weeks, the date of first publication to be at least 45 days prior to the date tentatively set for adoption of one or more ordinances authorizing the issuance of the Certificates of Obligation.

Section 3. The Mayor and the City Secretary are hereby authorized and directed to execute the Certificate to which this Resolution is attached on behalf of the City Commission and to do any or all things proper and necessary to carry out the intent thereof.

PASSED AND APPROVED by a majority vote of the City Commission on the 12th day of June, 2023.

ATTEST:

/s/ Mary Valenzuela
Mary Valenzuela, City Secretary

/s/ Sam Fugate
Sam Fugate, Mayor

APPROVED AS TO FORM:

/s/ Courtney Alvarez
Courtney Alvarez, City Attorney

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE is hereby given that it is the intention of the City Commission (the "City Commission") of the City of Kingsville, Texas (the "City") to adopt one or more ordinances providing for the issuance of one or more series of interest-bearing obligations of the City presently contemplated to be designated and known as the "CITY OF KINGSVILLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2023A" (the "Certificates of Obligation") 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 (i) public works department vehicles and equipment including garbage trucks and dump trucks; and (ii) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal).

The City Commission tentatively proposes to authorize the issuance of the Certificates of Obligation (one or more series) at its regular meeting place at 400 West King Avenue, Kingsville, Texas, at a meeting of the City Commission to be commenced at 5:00 p.m. on August 28, 2023, in a maximum total amount expected not to exceed \$7,000,000. The City Commission proposes to provide for payment of the Certificates of Obligation from a pledge of an annual ad valorem tax, as well as a pledge of \$1,000 of certain surplus revenues of the City's Waterworks and Sewer System.

In accordance with the provisions of Subchapter C of Chapter 271, Texas Local Government Code, as amended ("Chapter 271"), the following information has been provided by the City (excludes \$18,826,839 principal amount of outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes; provided, however, that in the event such self-supporting revenues sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations): The current principal of all outstanding debt obligations of the City is \$26,431,000, the combined principal and interest required to pay all currently outstanding debt obligations of the City on time and in full is \$31,055,226, the estimated combined principal and interest required to pay the Certificates of Obligation on time and in full is \$11,148,306, the estimated interest rate for the Certificates of Obligation is 5.00%, and the maximum maturity date of the Certificates of Obligation will not exceed the maximum allowed by law. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with one or more series of the Certificates of Obligation. The resolution designating certain outstanding debt obligations of the City as self-supporting for purposes of Chapter 271 is available upon request sent to the City at the address noted above.

/s/ Sam Fugate
Mayor, City of Kingsville, Texas

CERTIFICATE FOR RESOLUTION

We, the undersigned Mayor and City Secretary of the City of Kingsville, Texas (the "City"), hereby certify as follows:

1. The City Commission of the City (the "City Commission") convened in regular session, open to the public, on June 12, 2023 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to wit:

Sam R. Fugate, Mayor
Hector Hinojosa, Mayor Pro Tem
Norma Nelda Alvarez, Commissioner

Edna Lopez, Commissioner
Ann Marie Torres, Commissioner

and all of said persons were present, except _____, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled:

RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

(the "Resolution") was duly introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:

YES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the City Commission's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Commission's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the City Commission as indicated therein; each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE,
TEXAS ON JUNE 12, 2023.

City Secretary

Mayor

(CITY SEAL)

AGENDA ITEM #16

RESOLUTION NO. 2023-_____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES

WHEREAS, the City of Kingsville, Texas (the "City") desires to pay expenditures in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of the project or facilities described in Exhibit A attached hereto (the "Project");

WHEREAS, Chapter 1201, Texas Government Code (the "Code") permits the City to use the proceeds of obligations to reimburse the City for costs attributable to the Project paid or incurred before the date of issuance of such obligations; and

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the objectives of the City's programs and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

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

Section 1. This Resolution declares the intention of the City to reimburse the expenditures for the Project with the proceeds of obligations. The City presently intends to reimburse the expenditure by incurring obligations issued under Texas law, the interest on which is excludable from gross income under section 103 of the Internal Revenue Code of 1986, as amended.

Section 2. The City reasonably expects to incur debt, in one or more series of obligations, in an aggregate maximum principal amount now estimated to be \$7,000,000 for the purpose of paying the costs for the acquisition of certain property and related improvements for the City.

Section 3. The City intends to reimburse the expenditures hereunder not later than 18 months after the date the original expenditure is paid or the date the Project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the Project is a construction project for which the City and a licensed architect or engineer have certified that at least five years are necessary to complete the Project in which event the maximum reimbursement period is five years after the date of the original expenditure.

Section 4. The City intends that this Resolution satisfy the official intent requirement set forth in Section 1.150-2 of the Treasury Regulations and evidences its intentions under Section 1201.042(c) of the Code.

Section 5. This Resolution shall be liberally construed to evidence the intent of the City to comply with state law and federal income tax law in the issuance of tax-exempt obligations for the Project.

Approved on this the 12th day of June, 2023 by a majority vote of the City Commission of the City of Kingsville, Texas.

/s/ Sam R. Fugate
Mayor

Attest: /s/ Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

EXHIBIT A

PROJECT DESCRIPTION

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) public works department vehicles and equipment including garbage trucks and dump trucks; and (2) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal).

CERTIFICATE FOR RESOLUTION

We, the undersigned Mayor and City Secretary of the City of Kingsville, Texas (the "City"), hereby certify as follows:

1. The City Commission of the City (the "City Commission") convened in regular session, open to the public, on June 12, 2023 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to wit:

Sam R. Fugate, Mayor
Hector Hinojosa, Mayor Pro Tem
Norma Nelda Alvarez, Commissioner

Edna Lopez, Commissioner
Ann Marie Torres, Commissioner

and all of said persons were present, except _____, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled:

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES

(the "Resolution") was duly introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:

YES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the City Commission's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Commission's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the City Commission as indicated therein; each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE,
TEXAS ON JUNE 12, 2023.

City Secretary

Mayor

(CITY SEAL)

AGENDA ITEM #17

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: June 6, 2023

SUBJECT: Out-of-State-Travel for CO-Related Meetings

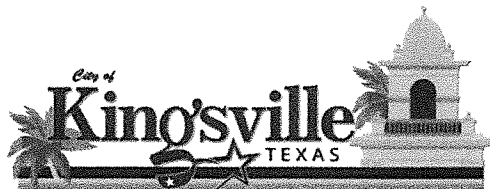
Summary:

The Financial Advisors are requesting that less than a quorum of the City Commission and some key city personnel travel to New York City to meet with the Rating Agency and with two Bond Insurers as the City is getting ready to undertake a large bond issue for General Fund Capital Improvement Projects. The City of Kingsville has not met with these agencies in many years for an in-person visit. The cost of this travel will be included in the bond Cost of Issuance and will not affect the current city travel budgets. Tentative dates of travel would be leaving Wednesday August 9, 2023 and returning Saturday August 12, 2023.

It is recommended that the City Manager, Finance Director, two commission members, and essential staff attend. However, the City can choose alternative attendees.

Recommendation:

Staff recommends the approval of this out-of-state travel for bond related meetings necessary for the upcoming certificates of obligation.



AGENDA ITEM #18

City of Kingsville
Public Works, Water Production Division

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: June 6, 2023

SUBJECT: Fund 054 Budget Amendment Request

Summary:

This item authorizes additional funding for additional work needed during the rehab of Water Well #23.

Background:

Water Well #23 is located at S. 6th Street and General Cavazos Boulevard and was completed in 2010. It is a good producing well for the south part of the City of Kingsville. During FY 21-22, a budget amendment was approved for repairs and Friedel Drilling was contracted to perform pump repairs and cleaning of the screens. The initial cleaning did not bring the well back to its recommended capacity so additional work was requested. It was not anticipated that additional cleaning would be required to get this well back to acceptable pumping capacities. The additional cleaning brought the well's pumping rate up to 705 GPM and the additional cost of cleaning was \$14,960.78.

Financial Impact:

This will reduce unappropriated Fund 054 balance by \$14,960.78 and increase the Utility Plant account 054-5-6002-54300 by \$14,960.78.

Recommendation:

Staff is requesting approval of funds to cover additional work required to increase the production of Water Well #23.



ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO PROVIDE ADDITIONAL FUNDING FOR WATER WELL #23 REHAB FOR INCREASED 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#54

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 054 – Utility Fund Capital Projects					
<u>Expenditures</u>					
6002	Water Prod	Utility Plant	54300	\$14,960.78	

[To amend the City of Kingsville FY 22-23 budget to provide additional funding for Water Well #23 Rehab increased costs. Funding will come from the unappropriated fund balance of Utility Fund Capital Projects-Fund 054 which has an available fund balance of \$181,062.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 12th day of June 2023.

PASSED AND APPROVED on this the _____ day of June 2023.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #19

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: May 18, 2023

SUBJECT: Budget Amendment #57 for the ARP Funding Commitment for the Animal Shelter Rehab

Summary:

The Animal Shelter is in need of a rehab and the remaining balance of uncommitted ARP funding of \$203,541.41 has been identified for this project, which is proposed for an addition to the existing Animal Shelter. The proposed addition will be a 2,570 square foot building with 20 new dog kennels and a new office space for administration with an animal adoption room. City staff has had a conversation with the County Judge about the County having a \$250,000.00 contribution to the new animal shelter project.

While the actual project cost is unknown at this time, the Probable Construction Cost is:

2,570 SF x \$176.47/sq ft = \$453,527.90

City allocation- \$ 203,541.41

County allocation- \$ 250,000.00

Total construction = \$453,541.41

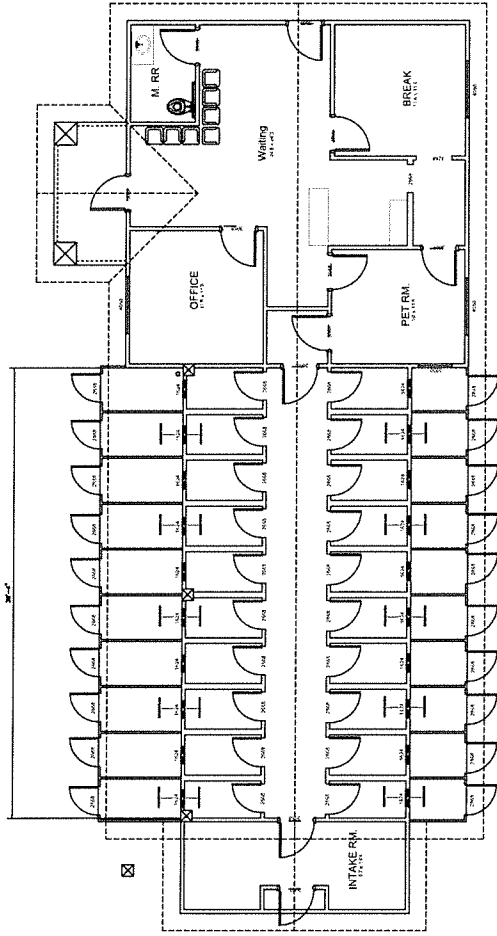
Financial Impact:

The available funding is currently in the UF ARP Fund 125 and will be transferred over to the GF ARP Fund 121.

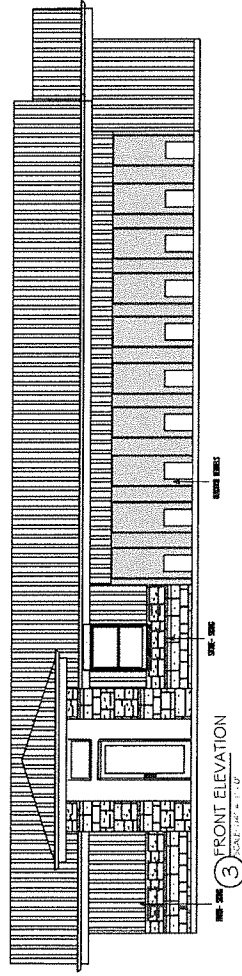
Recommendation:

Staff recommends the approval of the budget amendment to commit funding for the Animal Shelter Rehab project from the ARP funding.

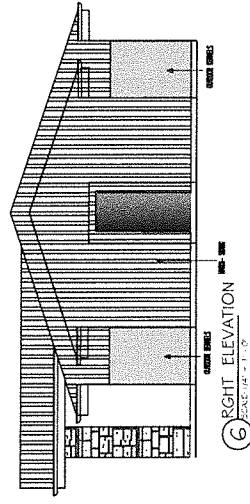




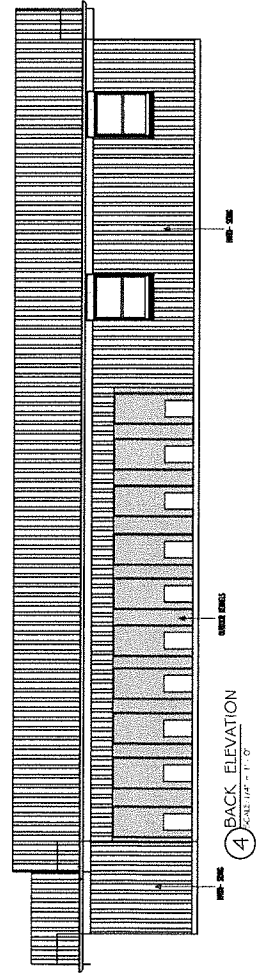
1 FLOOR PLAN
SCALE: 1/4" = 1'-0"



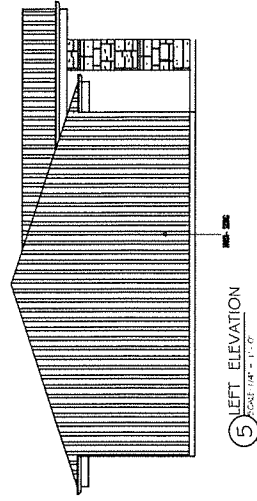
3 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



6 RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



4 BACK ELEVATION
SCALE: 1/4" = 1'-0"



5 LEFT ELEVATION
SCALE: 1/4" = 1'-0"

AGENDA ITEM #20

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: May 18, 2023

SUBJECT: Budget Amendment #57 for the ARP Funding Commitment for the Animal Shelter Rehab

Summary:

The Animal Shelter is in need of a rehab and the remaining balance of uncommitted ARP funding of \$203,541.41 has been identified for this project, which is proposed for an addition to the existing Animal Shelter. The proposed addition will be a 2,570 square foot building with 20 new dog kennels and a new office space for administration with an animal adoption room. City staff has had a conversation with the County Judge about the County having a \$250,000.00 contribution to the new animal shelter project.

While the actual project cost is unknown at this time, the Probable Construction Cost is:

2,570 SF x \$176.47/sq ft = \$453,527.90

City allocation- \$ 203,541.41

County allocation- \$ 250,000.00

Total construction = \$453,541.41

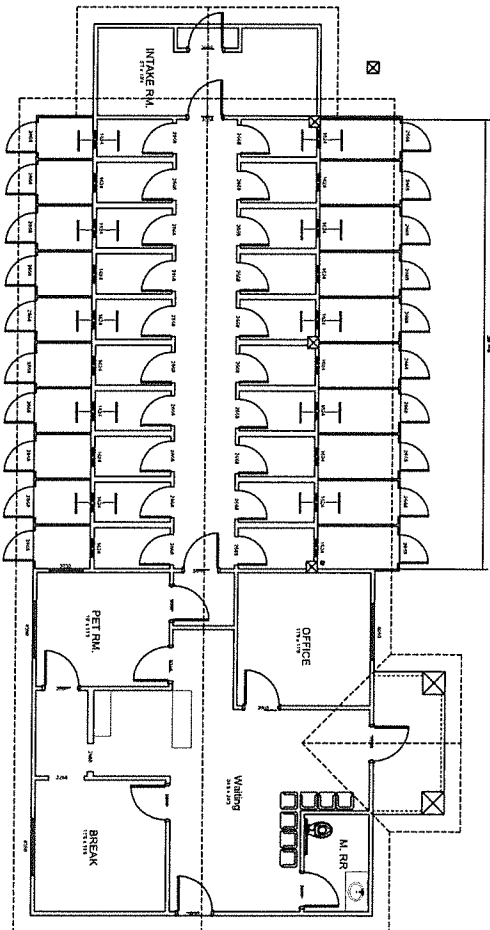
Financial Impact:

The available funding is currently in the UF ARP Fund 125 and will be transferred over to the GF ARP Fund 121.

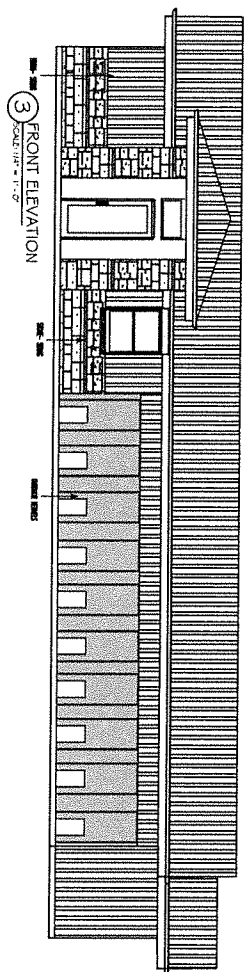
Recommendation:

Staff recommends the approval of the budget amendment to commit funding for the Animal Shelter Rehab project from the ARP funding.

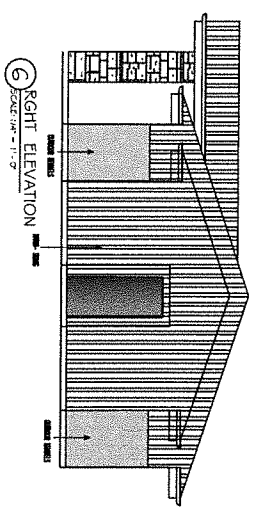




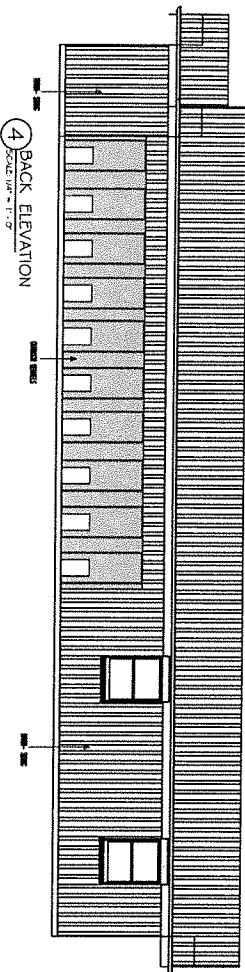
1 FLOOR PLAN
SCALE 1/8" = 1'-0"



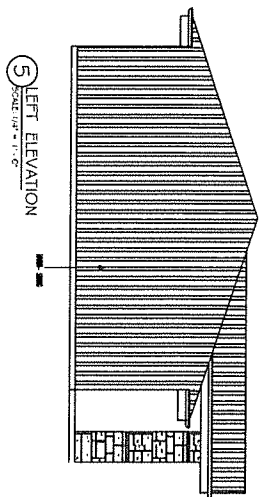
3 FRONT ELEVATION
SCALE 1/8" = 1'-0"



6 RIGHT ELEVATION
SCALE 1/8" = 1'-0"



4 BACK ELEVATION
SCALE 1/8" = 1'-0"



5 LEFT ELEVATION
SCALE 1/8" = 1'-0"

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO COMMIT ARP FUNDS FOR THE ANIMAL SHELTER REHAB 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#57

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 125 – UF ARP					
<u>Expenditures</u>					
6900	Transfer	Transfer to Fund 121	80121	\$203,541.41	
7001	WW	Professional Services	31400		\$203,541.41
<u>Revenues</u>					
0000	Transfer In	Transfer from Fund 125	75125	\$203,541.41	
4400	Health	Building	71300	\$203,541.41	

[To amend the City of Kingsville FY 22-23 budget to commit ARP funds for the Animal Shelter Rehab Project. Funding will come from the uncommitted fund balance of the GF ARP 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 12th day of June 2023.

PASSED AND APPROVED on this the 26th day of June 2023.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #21

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: May 23, 2023

SUBJECT: Budget Amendment #58 for Additional Funding for Professional Services for Wastewater Testing Services

Summary:

Professional Services was used to cover other line items and we are in need to replace the funding for additional services that will be needed.

Financial Impact:

The Professional Services will be covered by the Utility Fund Budget Amendment reserve line item for Wastewater.

Recommendation:

Staff recommends the approval of the budget amendment to provide Professional Services funding for Wastewater testing services.



ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES NEEDED FOR WASTEWATER TESTING SERVICES.

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#58

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 051 – Utility Fund					
<u>Expenditures</u>					
7001	WW	Professional Services	31400	\$18,675.37	
7001	WW	Budget Amendment Reserve	86000		\$18,675.37

[To amend the City of Kingsville FY 22-23 budget to provide additional funding for professional services needed for Wastewater testing services. Funding will come from the Utility Fund Budget Amendment Reserve line item for Wastewater which has a current balance of \$20,406.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 12th day of June 2023.

PASSED AND APPROVED on this the 26th day of June 2023.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #22

AGENDA ITEM #23



MEMO

Date: May 10, 2023

To: Mayor and City Commissioners

CC: Mr. Mark McLaughlin, City Manager

From: Kwabena Agyekum, Interim Director of Planning and Development Services

Subject: Appointment of Ricki Cunningham, Albert Garcia, John Garza, Orlando Moya and Larry Garcia as a Regular Member of the Board of Adjustment

Summary: Ms. Ricki Cunningham, Mr. Albert Garcia, Mr. John Garza, Mr. Orlando Moya and Mr. Larry Garcia are seeking appointment as regular members of the Board of Adjustment.

Background: The above-named persons have served the Board of Adjustment since 2019, attending meetings as needed serving as regular members. Their tenure expired in 2022 on which they have volunteered and re-applied to serve the Board for a two-year term.

Financial Impact: NA

Recommendation: It is recommended that the people named above be appointed to the Board of Adjustment for a two-year term.

AGENDA ITEM #24

AGENDA ITEM #25

CITY OF KINGSVILLE



P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

Date: May 15, 2023

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

Summary: The Hotel Occupancy Tax Advisory Board was created in 2016 by City of Kingsville City Commissioners. The board meets quarterly and makes recommendations for activities, programs and expenditures authorized by state tax code guiding appropriate use of occupancy tax funds.

All members will be appointed to the board by the City Commission at the recommendation of the City Manager.

Two members of the board are up for reappointment and agreed to serve another two-year term.

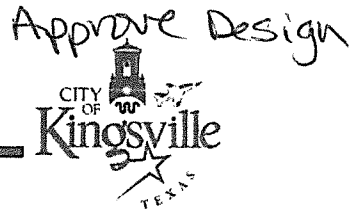
City Manager Mark McLaughlin is making the following recommendation for the HOT Advisory Board reappointment:

- Rose Munoz Morales, Main Street Representative
- Erin McClure, TAMUK Representative

AGENDA ITEM #26

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TEXAS 78364



Date: May 24, 2023

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

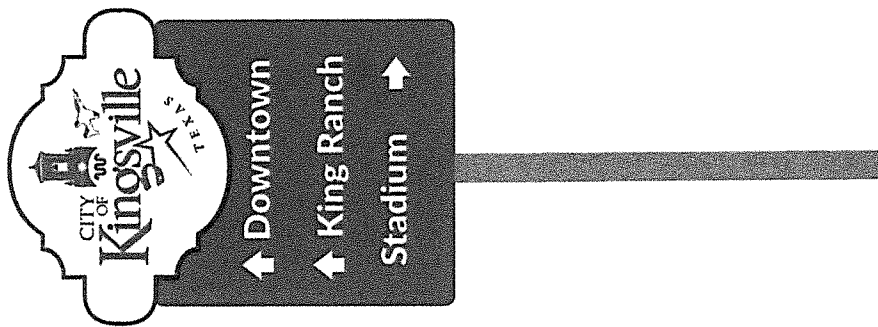
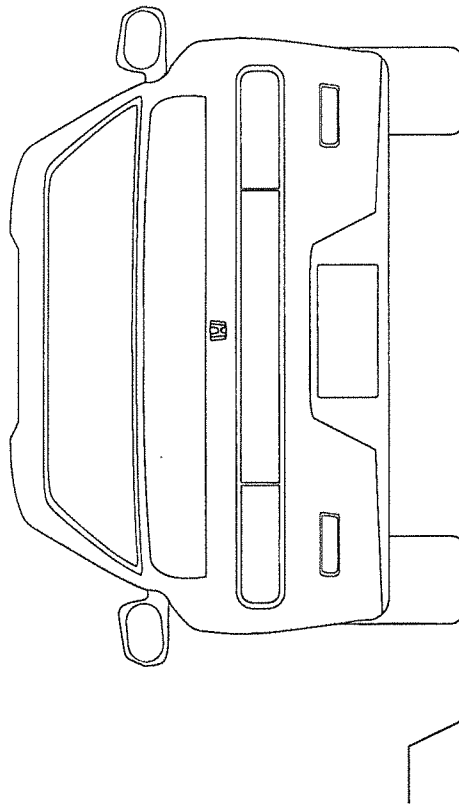
Summary: The City of Kingsville City Commission approved an updated City of Kingsville logo in June 2022. Since that time, city departments have phased the new logo in to city assets. One of the more visible assets within the city is the series of Wayfinding Signs installed in 2016. The signs were previously installed by City of Kingsville Public Works Staff with directional signage.

Staff worked with National Sign Plazas to create a new wayfinding sign design that would include the updated logo and more colorful elements. These signs were designed to be retrofitted onto current poles where the original wayfinding signs were placed. An image of the design is attached.

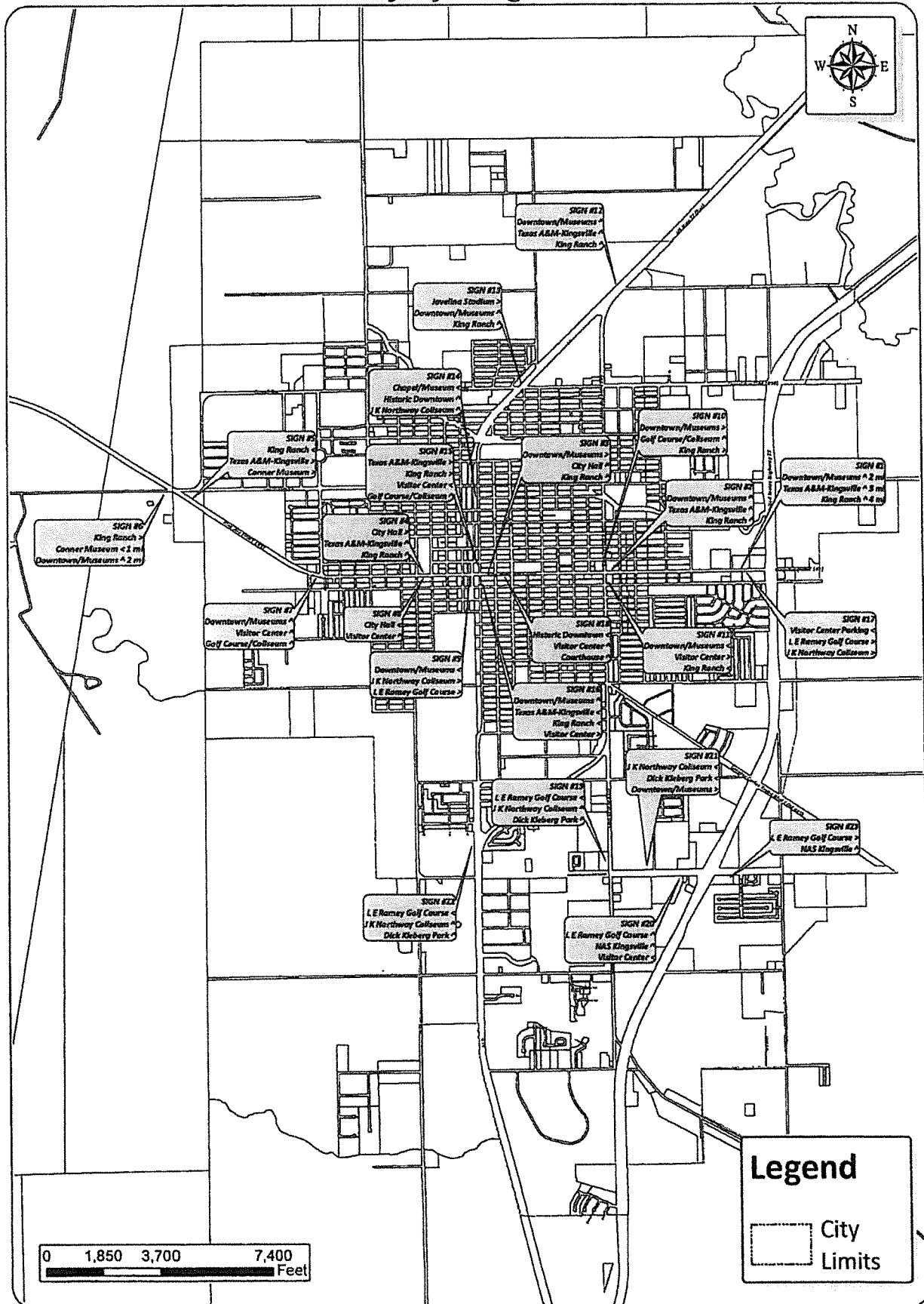
National Sign Plaza has quoted a total project cost of \$49,504.00 to replace the existing 23 signs with updated signs.

Financial Impact: Cost for redesign was \$10,000 and fabrication is quoted at \$39,504 bringing the total cost to \$49,504.00. The suggested funding source is Tourism ARPA funds.


Recommendation: Staff recommends Commission approve the final wayfinding design and fabrication.



City of Kingsville



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Page 1/1	Drawn By: Engineering Department Last Update: 3/28/2016 Note:	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 <p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035</p>



✓# 7207
National Sign Plazas, Inc.
2202 West Huntington Drive
Tempe, AZ 85282

Invoice 18876
Invoice Date 12/20/2022

City of Kingsville, TX
Janine Teyes/Director of Tourism Svcs
1501 N Hwy 77 PO Box 1458
Kingsville, TX 78364

Community
City of Kingsville, TX

Customer No.	Reference - P.O. No.	Salesperson	Terms	
CTYKIN	ORDER 1001118	4210	Net 30 Days	
Item No.	Description/Comments	Quantity	Unit Price	Amount
WF4210	REDESIGN & LAYOUT OF 24 WAYFINDING SIGNS	1	10,000.00	10,000.00

RECEIVED
JAN 2023
FINANCE DEPT.

QUESTIONS? Please Call Your Local Office at 512-670-3717
715 Discovery Blvd, Ste 309, Cedar Park, TX 78613

Remit Payments to:
National Sign Plazas
2202 West Huntington Drive
Tempe, AZ 85282

Nontaxable Subtotal	10,000.00
Taxable Subtotal	
Sales Tax	0.00
Total Amount Due	10,000.00

**NATIONAL SIGN PLAZAS**

715 Discovery Blvd, Ste 309 Cedar Park, TX 78613
512-670-3171

DATE: 5/22/2023

QUOTE # 05-002

BILL TO:

SHIP TO:

CITY OF KINGSVILLE, 1501 N. HWY
77. KINGSVILLE TX 78364

CUSTOMER P.O.

SHIP VIA

TERMS

KING

DESCRIPTION	QTY	PRICE	EXTENDED
			\$0.00
68" X 48" .125 ALUMINUM FLAT PANEL WAYFINDING	23	\$1,698.00	\$39,054.00
SIGNS WITH WINDBEAM			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
SHIPPING	1	\$450.00	\$450.00
			\$0.00
		NET ORDER	\$39,054.00
		TAX RATE	0%
Orders under \$500.00 are subject to \$75.00 trip charge		SALES TAX	\$0.00
Quotations are valid for 30 days from the date of quotation.		ORDER TOTAL	\$39,504.00
ORDERS OVER \$5,000 REQUIRES 50% ADVANCE PAYMENT			

SIGNATURE:

PRINTED NAME:

Interest on any past due amount is agreed to accumulate at the rate of the lesser of, eighteen percent (18%) per annum, or the maximum amount allowed by law which shall begin accruing in such event that payment is not received within thirty (30) days of receipt of a late payment notice from NSP to Client (the "Default Notice").

AGENDA ITEM #27

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

Approve Use ARP
Funds
Kingsville
TEXAS
Wayfinding
Signs

Date: May 24, 2023

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

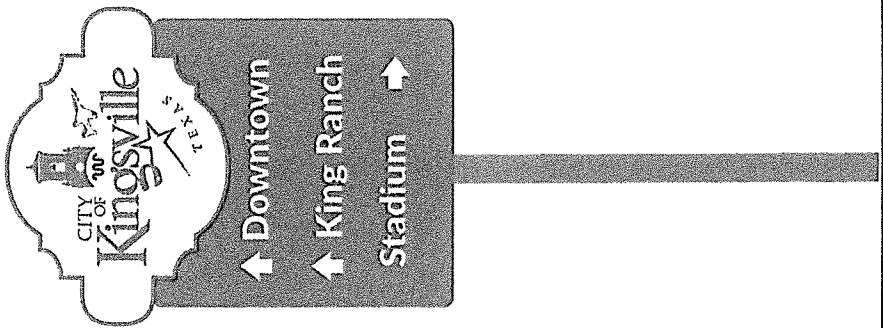
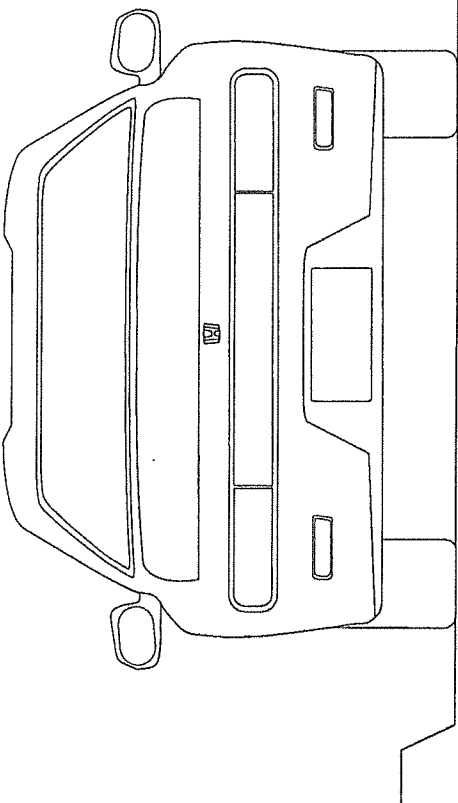
Summary: The City of Kingsville City Commission approved an updated City of Kingsville logo in June 2022. Since that time, city departments have phased the new logo in to city assets. One of the more visible assets within the city is the series of Wayfinding Signs installed in 2016. The signs were previously installed by City of Kingsville Public Works Staff with directional signage.

Staff worked with National Sign Plazas to create a new wayfinding sign design that would include the updated logo and more colorful elements. These signs were designed to be retrofitted onto current poles where the original wayfinding signs were placed. An image of the design is attached.

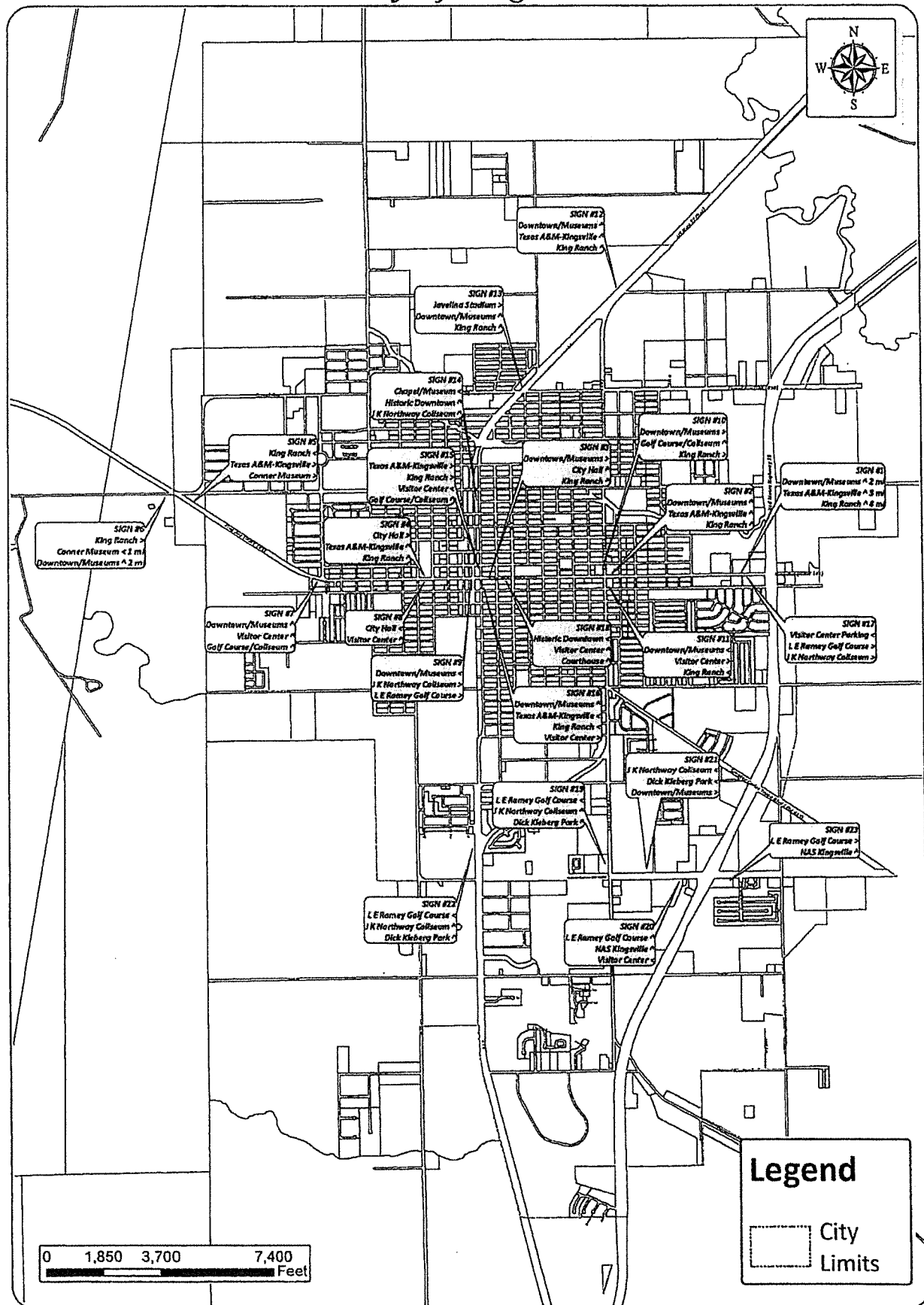
National Sign Plaza has quoted a total project cost of \$49,504.00 to replace the existing 23 signs with updated signs.

Financial Impact: Cost for redesign was \$10,000 and fabrication is quoted at \$39,504 bringing the total cost to \$49,504.00. The suggested funding source is Tourism ARPA funds.


Recommendation: Staff recommends Commission approve the final wayfinding design and fabrication.



City of Kingsville



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<div>Page</div> <div>1/1</div>	<div>Drawn By: Engineering Department</div> <div>Last Update: 3/28/2016</div> <div>Note:</div>	<div>DISCLAIMER</div> <div>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR OMISSIONS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</div>	<div>  <div> <div>CITY OF KINGSVILLE</div> <div>ENGINEERING DEPARTMENT</div> <div>200 East Kleberg</div> <div>Kingsville, Texas 78363</div> <div>Office: 361-595-8005</div> <div>Fax: 361-595-8035</div> </div> </div>



V# 7207

National Sign Plazas, Inc.
2202 West Huntington Drive
Tempe, AZ 85282

Invoice 18876
Invoice Date 12/20/2022

City of Kingsville, TX
Janine Teyes/Director of Tourism Svcs
1501 N Hwy 77 PO Box 1458
Kingsville, TX 78364

Community
City of Kingsville, TX

Customer No.	Reference - P.O. No.	Salesperson	Terms	
CTYKIN	ORDER 1001118	4210	Net 30 Days	
Item No.	Description/Comments	Quantity	Unit Price	Amount
WF4210	REDESIGN & LAYOUT OF 24 WAYFINDING SIGNS	1	10,000.00	10,000.00

RECEIVED
JAN 2023
FINANCE DEPT.

QUESTIONS? Please Call Your Local Office at 512-670-3717
715 Discovery Blvd, Ste 309, Cedar Park, TX 78613

Remit Payments to:
National Sign Plazas
2202 West Huntington Drive
Tempe, AZ 85282

Nontaxable Subtotal	10,000.00
Taxable Subtotal	
Sales Tax	0.00
Total Amount Due	10,000.00



DATE: 5/22/2023

QUOTE # 05-002

NATIONAL SIGN PLAZAS

715 Discovery Blvd, Ste 309 Cedar Park, TX 78613
512-670-3171

BILL TO:

SHIP TO:

CITY OF KINGSVILLE, 1501 N. HWY
77. KINGSVILLE TX 78364

CUSTOMER P.O.
KING

SHIP VIA

TERMS

DESCRIPTION	QTY	PRICE	EXTENDED
			\$0.00
68" X 48" .125 ALUMINUM FLAT PANEL WAYFINDING	23	\$1,698.00	\$39,054.00
SIGNS WITH WINDBEAM			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
SHIPPING	1	\$450.00	\$450.00
			\$0.00
		NET ORDER	\$39,054.00
		TAX RATE	0%
		SALES TAX	\$0.00
		ORDER TOTAL	\$39,504.00

Orders under \$500.00 are subject to \$75.00 trip charge

Quotations are valid for 30 days from the date of quotation.

ORDERS OVER \$5,000 REQUIRES 50% ADVANCE PAYMENT

SIGNATURE:

PRINTED NAME:

Interest on any past due amount is agreed to accumulate at the rate of the lesser of, eighteen percent (18%) per annum, or the maximum amount allowed by law which shall begin accruing in such event that payment is not received within thirty (30) days of receipt of a late payment notice from NSP to Client (the "Default Notice").

AGENDA ITEM #28

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TEXAS 78364



Date: May 24, 2023

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

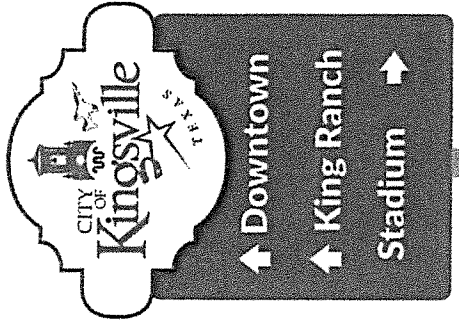
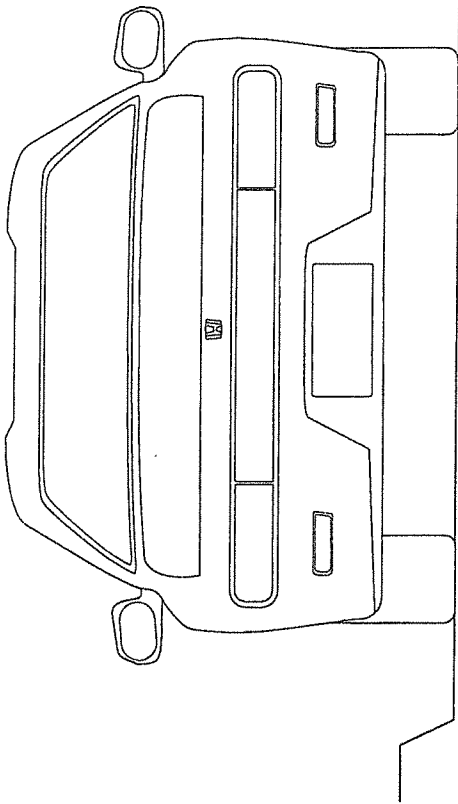
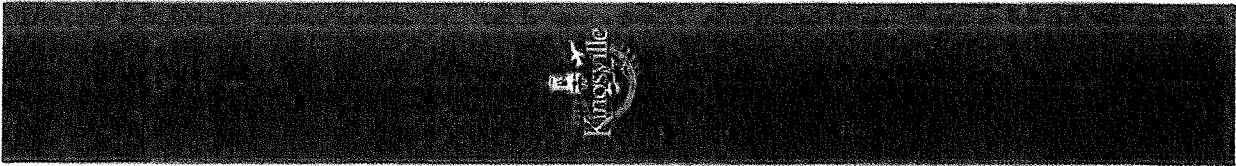
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Staff worked with National Sign Plazas to create a new wayfinding sign design that would include the updated logo and more colorful elements. These signs were designed to be retrofitted onto current poles where the original wayfinding signs were placed. An image of the design is attached.

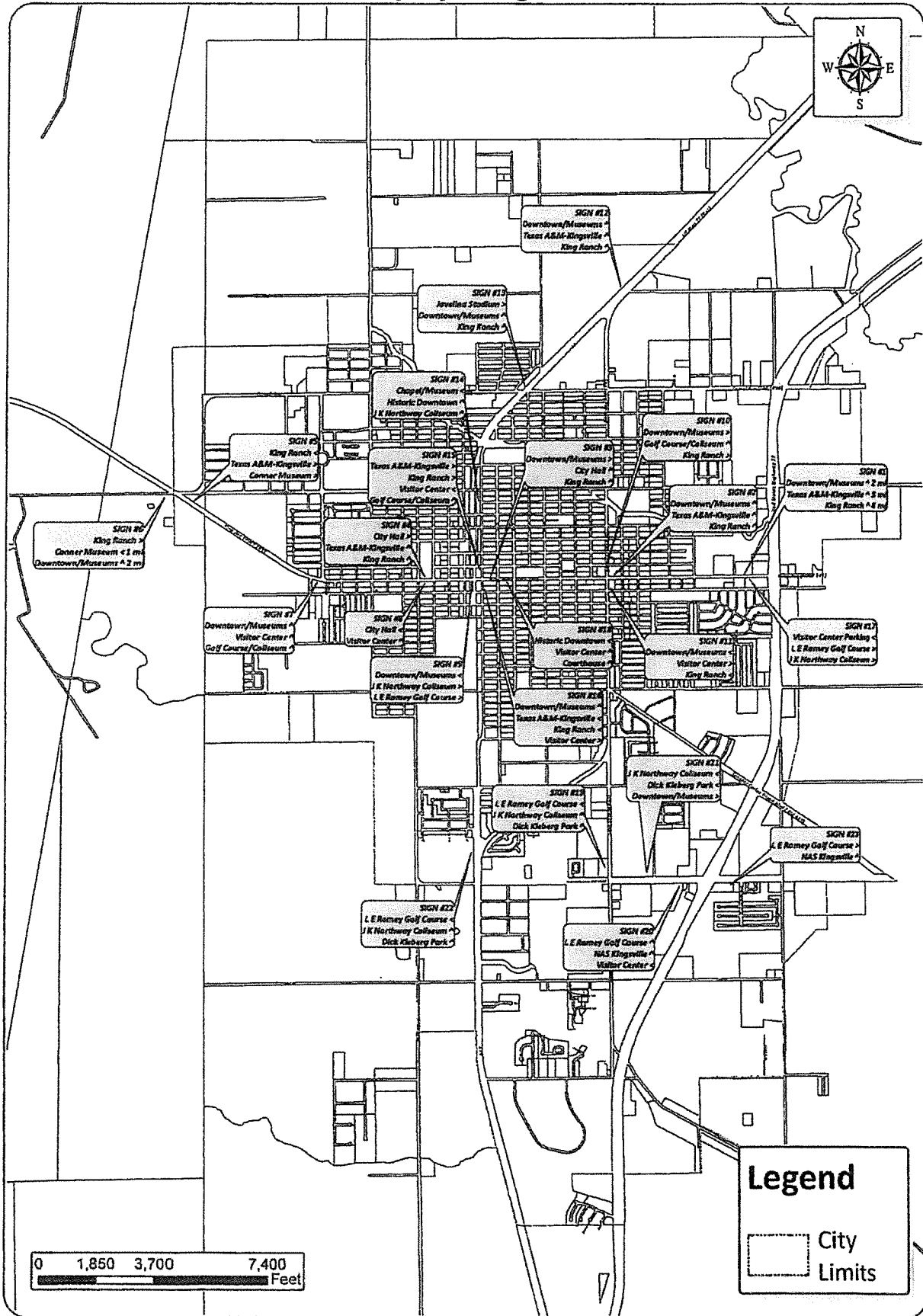
National Sign Plaza has quoted a total project cost of \$49,504.00 to replace the existing 23 signs with updated signs.

Financial Impact: Cost for redesign was \$10,000 and fabrication is quoted at \$39,504 bringing the total cost to \$49,504.00. The suggested funding source is Tourism ARPA funds.


Recommendation: Staff recommends Commission approve the final wayfinding design and fabrication.



City of Kingsville



Document Path: N:\Engineering\GIS Techs\MAPS\MAP_DOCUMENTS\Wrc_City_Base_Map_9.5c11.mxd

Page 1/1	Drawn By: Engineering Department Last Update: 3/20/2016 Note:	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS CHART MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 CITY OF KINGSVILLE ENGINEERING DEPARTMENT 288 East Riberg Kingsville, Texas 78363 Office: 361-595-8905 Fax: 361-595-8935
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✓ # 7207
National Sign Plazas, Inc.
2202 West Huntington Drive
Tempe, AZ 85282

Invoice 18876
Invoice Date 12/20/2022

City of Kingsville, TX
Janine Teyes/Director of Tourism Svcs
1501 N Hwy 77 PO Box 1458
Kingsville, TX 78364

Community
City of Kingsville, TX

Customer No.	Reference - P.O. No.	Salesperson	Terms	
CTYKIN	ORDER 1001118	4210	Net 30 Days	
Item No.	Description/Comments	Quantity	Unit Price	Amount
WF4210	REDESIGN & LAYOUT OF 24 WAYFINDING SIGNS	1	10,000.00	10,000.00

RECEIVED
JAN 2023
FINANCE DEPT.

QUESTIONS? Please Call Your Local Office at 512-670-3717
715 Discovery Blvd, Ste 309, Cedar Park, TX 78613

Remit Payments to:
National Sign Plazas
2202 West Huntington Drive
Tempe, AZ 85282

Nontaxable Subtotal	10,000.00
Taxable Subtotal	
Sales Tax	0.00
Total Amount Due	10,000.00



DATE: 5/22/2023

QUOTE # 05-002

NATIONAL SIGN PLAZAS

715 Discovery Blvd, Ste 309 Cedar Park, TX 78613
512-670-3171

BILL TO:

SHIP TO:

CITY OF KINGSVILLE, 1501 N. HWY
77. KINGSVILLE TX 78364

CUSTOMER P.O.

SHIP VIA

TERMS

KING

DESCRIPTION	QTY	PRICE	EXTENDED
			\$0.00
68" X 48" .125 ALUMINUM FLAT PANEL WAYFINDING	23	\$1,698.00	\$39,054.00
SIGNS WITH WINDBEAM			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
SHIPPING	1	\$450.00	\$450.00
			\$0.00
		NET ORDER	\$39,054.00
		TAX RATE	0%
Orders under \$500.00 are subject to \$75.00 trip charge		SALES TAX	\$0.00
Quotations are valid for 30 days from the date of quotation.		ORDER TOTAL	\$39,504.00
ORDERS OVER \$5,000 REQUIRES 50% ADVANCE PAYMENT			

SIGNATURE:

PRINTED NAME:

Interest on any past due amount is agreed to accumulate at the rate of the lesser of, eighteen percent (18%) per annum, or the maximum amount allowed by law which shall begin accruing in such event that payment is not received within thirty (30) days of receipt of a late payment notice from NSP to Client (the "Default Notice").

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE TOURISM ARP FUNDING FOR WAYFINDING SIGNS BALANCE.

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#59

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 205 – Tourism ARP Funding					
<u>Expenditures</u>					
1071	Tourism	Wayfinding Signs	52201	\$44,504	

[To amend the City of Kingsville FY 22-23 budget to appropriate Tourism ARP funding for wayfinding signs balance. BA #35 rolled over \$5,000. This covers the remaining balance for a total of \$49,504. Funding for the project will come from the Tourism ARP funding in Fund 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 12th day of June 2023.

PASSED AND APPROVED on this the 26th day of June 2023.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #29

CITY OF KINGSVILLE



P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

LED Sign

Date: June 1, 2023

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

Summary: In 2018, the City of Kingsville Tourism Department replaced wooden letters on signage outside the building with a programmable LED sign to drive traffic into our building and promote events. The signage has been a helpful tool. Since that time, the city has worked with CGI to create video promotions and multiple events have been created that allow for the use of graphics to better promote events and attributes in the city which can drive tourism.

Additionally, the I-69 corridor in Kingsville is expected to draw more business off the highway in the Kingsville area. The Tourism Department would like to use this increased traffic to draw more visitors into our building and promote upcoming events with upgraded signage.

Wiring from the 2018 project still exists and can be used for this upgrade. The new signage proposed is slightly larger and allows for instant updates via WiFi connection. We have inspected the site with facilities staff who says they could easily install this larger, more versatile sign which can display video and graphics. Our current signage only allows for scrolling words. If approved, the current signage will be donated to the Parks and Rec Department for use at Dick Kleberg Park.

Tourism staff believes this is an ideal project for use of ARP funds for which there is currently a balance of \$142,885.72 remaining.

Financial Impact: The cost of each 79'x54 video sign is \$9,485, bringing the total cost to \$18,970.

Recommendation: Staff recommends Commission approve ARP funds to be allocated towards this signage upgrade project.

Current Signage



Recommended upgrade

\$3 DAILY SPECIAL
6" SUB
SUBWAY

Size: 79" x 54" MADE in USA
With Domestic & Foreign Parts

Full Color Video LED Signs • Top Quality

Width	Height	Depth	Weight	Brightness
78.9"	53.7"	7"	246 lbs	11,000 NITS

Retail \$17,999.95
Now Only!
\$9,485⁰⁰
FREE SHIPPING!

City of Kingsville Tourism Pr

		Status	
Calculated ARPA Beginning Balance	-\$173,544.00		
WOST Air Show	\$25,000.00	Appoved	Commission 11/22/22
WOST Air Show reversal	-\$25,000.00	Revoked	Commission 7/11/22
Train Depot Painting	\$12,500.00	Complete	Commission 5/23/22
Tourism Couch Set	\$8,100.00	Complete	Commission 6/13/22
Tourism Couch Set Freight	\$675.00	Complete	Commission 6/13/22
Promotional Photo Frames	\$9,383.28	Complete	Commission 7/11/22
 Total Remaining	 -\$142,885.72		
 Anticipated Projects			
Wayfinding Signs	\$49,504.00	In progress	Commission 6/12
Full Color Video Signs	\$18,970.00	In progress	Commission 6/12
Cartoon Map	\$10,000.00	EST Efforting	
Butterfly garden sun shades	\$5,000.00	EST Efforting	
Mural	\$3,000.00	EST Efforting	
Mini Dog Park	\$10,000.00	EST Efforting	
Tourism Van Wrap	\$7,500.00	EST Efforting	
 Total if approved	 -\$38,911.72		



TV Liquidator

U.S. Distributor of LED Signs

5801 W. Jefferson Blvd. Los Angeles, CA 90016

Phone 888-885-7740 | Fax: 424-298-8490

www.TVLiquidator.com

Invoice

The City of Kingsville
1501 N. Highway 77,
Kingsville, Texas 78363
Janine Reyes
jreyes@cityofkingsville.com

16mm Industrial Series Full Color Video LED Sign

Quantity	Item	Description	Unit Price	Line Total
2	79"x 54"	P16 Full Color Video LED Sign- Main and Secondary	\$9,485.00	\$18,970.00
1	Up-grade	Wi Fi -Connection	\$550.00	\$550.00
		Free 5 Year Warranty & Free Life Time Telephone Tech Support		

If you have any questions regarding this quote, or would like to place an order please contact:

Edward Estrada - Sales Executive

Phone: 888-885-7740 Ext 104

info@tvliquidator.com

Subtotal	\$19,520.00
Shipping	\$0.00
Sales Tax	\$0.00
Discount -	-\$550.00

TOTAL \$18,970.00

Specifications Per Sign Face				
Cabinet Width	Cabinet Height	Cabinet Depth	Pixel Matrix	Pixels
78.81"	53.62"	7"	80 x 120	9,600
LEDs	Weight	Watts	Amps Avg - Max	AC Power / Voltage
28,800	295 lbs	369	3.08 10.2	120 V
Brightness	LED's Per Pixel:	Colors	Pitch/ Resolution	Operating Temperature
11,000 NITS	1R, 1G ,1B	281 Trillion Colors	16 mm	-40F to +140F
Programming Type	Software	Warranty	Maintenance	Lead Time
PC Version	TVL Software	5 Years	Front Accessible	8 Weeks

Our LED Signs Attract Customers and Increase Sales

Lowest Prices - We sell thousands of signs to thousands of organizations. We're also a major supplier to hundreds of sign stores and Internet resellers across the USA and Canada. Thanks to our massive sales volume, we're able to offer the lowest prices on top quality LED signs. Sign stores and other Internet sites sell our signs for almost double our prices. You'll save a lot of money when you order a sign directly from us and have your handyman install it. We do not charge sales tax for customers outside of California and we ship for free. So, the low prices that are shown on this website are the total prices.

Free Shipping in USA - We are a proud American company. Our corporate offices, showroom, manufacturing and shipping facilities are located in Los Angeles. We ship for free to anywhere in the United States. All our multicolor signs have all of the features listed above. They are all in stock. We pack and ship your order within 1 to 2 business days. We ship large signs in crates for free. It only takes a few minutes to place an order over the phone. Just call 888-885-7740.

The Industry Leader - We ship LED signs to every type of business and all kinds of government locations. No other company can match our experience and expertise. Our team of experts take all orders over the phone so we can make sure our customers are very satisfied and get exactly what they need.

Best Customer Service - Call us at 888-885-7740 or email us at info@tvliquidator.com. Our experts can answer your questions and help you with anything you need. We have free lifetime telephone technical support. We can even show you how to program your sign with your wireless remote keyboard. We want to help you improve your business. We take care of our customers.



TV Liquidator

U.S. Distributor of LED Signs

Industrial Series Full Color Video LED Sign

Newest Technology and Features

Upload your own pictures, animations, video, audio, tables, and text. Display date, time, countdown clock and stop watch. Use built in text editor. Schedule ads to display at certain dates and times. Control your sign remotely from anywhere. Synchronous and asynchronous programming available. Display your messages in almost any language. Wi-Fi options are available with our long-range Wireless Antenna system. Temperature sensor/auto-dimmer is optional.

Industrial Grade and Weatherproof

The best front accessible design with individual unlocking IP 67 encapsulated panels. Our seamless frame design is far superior to the cheap A-Frame or clamshell type that you will see all over the internet. The all-aluminum frame is precision mitered, corner welded and finished with a Line-X coating. This is a new level of weatherproof. We use full size 320mm x 320mm modules that require half the number of connections than those of our competitors. Strict quality control with top craftsmanship. They're modern, sleek and quiet.

281 Trillion Colors

With our high-contrast modules and brighter LED's, our signs produce the most brilliant, vivid and vibrant displays available. 281 Trillion Colors with 16-bit Video Processing will prevent the color banding and color loss you will find with the 16 million color 8-bit displays. We use only the best Series-A diodes in our full color displays. Creating images, animation, and video that can be seen in any lighting condition.

American Made and Certified

All of our LED Signs are Made in the USA with domestic and foreign parts. They're FCC Certified, Met-lab Certified, UL Compliant and CSA Approved. Unlike most of the other LED signs and sign companies, we are not relying on Chinese engineering or simply just assembling cheaply made Chinese parts. Our signs are designed here in the USA and we use only the highest quality components. Our signs come with a proof of certification label with a corresponding serial number which helps to verify that your sign is safe and meets local requirements.

Easy to Install

Comes ready to go with no assembly required. Built in mounting brackets and installation guide included. Easily attach to walls, posts, poles, and just about anything else. Our signs are fully self-contained, fully weatherproof and there is no need to build a cabinet. Our strong yet light weight design will help make even the tallest and toughest installations a breeze. Environmentally responsible with very low power usage. Save energy and save money. Connects to regular 110-volt power. Order 2 signs to display on both sides of a pole or a monument.

Free 5 Year Warranty

Our signs are built to last. If you leave them on 24 hours a day 7 days a week, they'll work great for at least 11 years maintenance free. We have the best warranty in the industry. It covers all parts and factory labor. We have free lifetime telephone technical and programming support. Every sign is built in Los Angeles with strict quality control and diligent craftsmanship. They are inspected and completely tested before delivery to our customers.

If you have any questions or would like to place an order,
Call us toll free: 888-885-7740 Email: info@tvliquidator.com

THANK YOU FOR YOUR BUSINESS!

AGENDA ITEM #30

CITY OF KINGSVILLE



P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

Date: June 1, 2023**To:** City Commission via City Manager Mark McLaughlin**CC:** Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary**From:** Janine Reyes, Director of Tourism Services

Summary: In 2018, the City of Kingsville Tourism Department replaced wooden letters on signage outside the building with a programmable LED sign to drive traffic into our building and promote events. The signage has been a helpful tool. Since that time, the city has worked with CGI to create video promotions and multiple events have been created that allow for the use of graphics to better promote events and attributes in the city which can drive tourism.

Additionally, the I-69 corridor in Kingsville is expected to draw more business off the highway in the Kingsville area. The Tourism Department would like to use this increased traffic to draw more visitors into our building and promote upcoming events with upgraded signage.

Wiring from the 2018 project still exists and can be used for this upgrade. The new signage proposed is slightly larger and allows for instant updates via WiFi connection. We have inspected the site with facilities staff who says they could easily install this larger, more versatile sign which can display video and graphics. Our current signage only allows for scrolling words. If approved, the current signage will be donated to the Parks and Rec Department for use at Dick Kleberg Park.

Tourism staff believes this is an ideal project for use of ARP funds for which there is currently a balance of \$142,885.72 remaining.

Financial Impact: The cost of each 79'x54 video sign is \$9,485, bringing the total cost to \$18,970.

Recommendation: Staff recommends Commission approve ARP funds to be allocated towards this signage upgrade project.

Current Signage



Recommended upgrade

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If you have any questions or would like to place an order,
Call us toll free: 888-885-7740 Email: info@tvliquidator.com

THANK YOU FOR YOUR BUSINESS!

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR TOURISM VIDEO SIGNAGE.

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#60

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 002 – Tourism Fund					
<u>Expenditures</u>					
1071	Tourism	Grounds & Perm Fixtures	59100	\$18,970	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for video signage for Tourism Center. Funding for the project will come from the unappropriated fund balance of the Tourism Fund 002.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 12th day of June 2023.

PASSED AND APPROVED on this the 26th day of June 2023.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #31

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TEXAS 78364



Date: June 2, 2023

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

Summary: Tourism began using cell phone data to track event impact, gather marketing demographics for future successful campaigns and track visitor movement and impact for specific events in 2021. This cell phone data was gathered from the Kingsville Chamber of Commerce through their relationship with Retail Coach.

The impact of supplying this report for sponsor follow ups and using it for future campaign marketing was substantial and because staff wanted reporting more frequently than select events, staff began searching for programs that would allow for daily access to this data and allow for measurement of small-scale events, daily foot traffic estimates, consumer travel patterns and demographics. Tourism partnered with IT to research several cell phone data tracking options and determined Placer.ai was the most suitable fit for city use. This program will be shared by Tourism, Parks and Rec and Planning Departments.

Financial Impact: The annual cost of Placer.ai is \$25,000 and requires a minimum 2-year commitment. If we pay both years in full in advance, we receive a \$3,000 annual discount. Tourism will receive partial reimbursement from other city departments to offset the total cost of the program.

Recommendation: Staff recommends Commission approve a \$44,000 Tourism Fund Balance transfer to secure to the 2-year commitment that allows for the best value price for this product.



Placer.ai

Janine Reyes
Tourism Services Director
400 W. King Ave.
Kingsville, TX 78363

February 24, 2023

Ms. Reyes,

This letter confirms that Placer.ai provides location data to develop statistically significant insights into any physical place. Our proprietary AI and machine learning are employed to account for panel biases and normalize data changes to technology and application sources. Placer's data extends the entirety of the continental US, resulting in a large and representative panel of visitors to any location.

Placer provides its services and customer support exclusively, and its services and support are not available through any distributors or resellers. Placer's client base includes over 1,800 leading commercial real estate companies, brokerages, retailers, consumer packaged goods companies, and more than 400 civic organizations including local and state governments, economic development organizations, and destination marketing organizations.

Placer is a privacy-first company. We don't collect user identifiers, we have never sold user-level data, and we intentionally built our business with underlying technology that doesn't rely on personally identifiable information. Further, we deliberately don't participate in the ad tech industry, where most customers expect to be able to track individual behavior. Our Trust Center located at <https://www.placer.ai/company/trust-center/> further details our commitment to privacy.

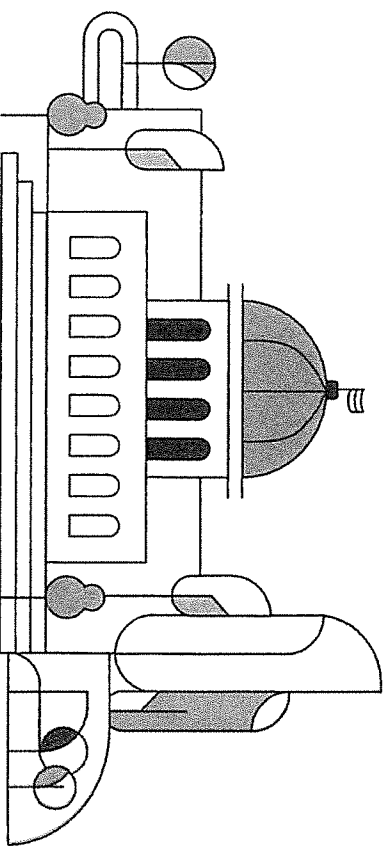
Thank you for your interest, and we look forward to working with you.

Sincerely,

Vernell Wisdom
Head of Contract Management
Placer Labs, Inc.

Drive Economic Recovery & Growth

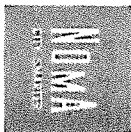
Identify opportunities & measure success with foot traffic insights for government & economic development leaders.



[Get a Demo](#)

[Sign Up Free](#)

Loved and Trusted by 2,100+ Customers



Customers Stories →

How Local Leaders Are Using Placer.ai

01

View Migration Trends

Top 3 Zip Codes Migrated to				Top 3 Zip Codes Migrated from			
Zip Code	Migrated Population	% Net Change		Zip Code	Migrated Population	% Net Change	
Zip Code 00001	11,000	65.6%		Zip Code 00026	4,553	36.0%	
Zip Code 00003	9,700	47.0%		Zip Code 00007	4,019	55.5%	
Zip Code 00008	9,000	42.7%		Zip Code 00010	3,200	2.9%	

02

Attract the Right Retailer

03

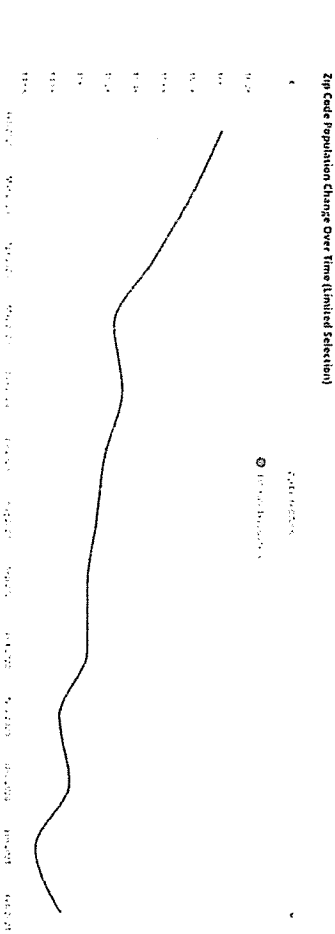
Measure COVID Recovery

04

Measure Success of Your Efforts

05

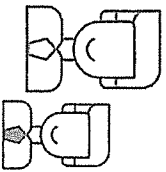
Learn Your True Trade Area



Learn how residents and employees are moving into and out of your area. See how migration affects your local economy by exploring demographic changes

Learn More →

Measure Visitation Impact Across All of Your Business Functions

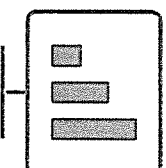


Partnership

Your Client Success Manager is focused on your goals, and your success

Onboarding and Training for your entire team

Regular consultation, advice, and guidance to keep you on track

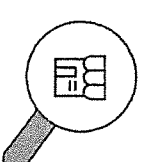


Growth

Attract the right mix of retailers to appeal to residents, employees, and visitors

Reveal your true potential to attract and retain businesses

Communicate insights to stakeholders, board



Insights

Compare your city, district, or neighborhood to another to identify strengths and challenges

Measure success of investments, initiatives and policies

Inform budgeting by knowing migration

Learn best practices
used by other civic
leaders

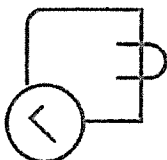
members, and elected
officials

trends and revenue
predictions

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[Get a Demo](#)

[Get a Demo](#)



Marketing

Increase revenue by
marketing to the right
customer base

Boost tourism and gain
insights into visitor
preferences

Identify and promote
your community's
competitive advantages

[Get a Demo](#)

What Our Clients Are Saying



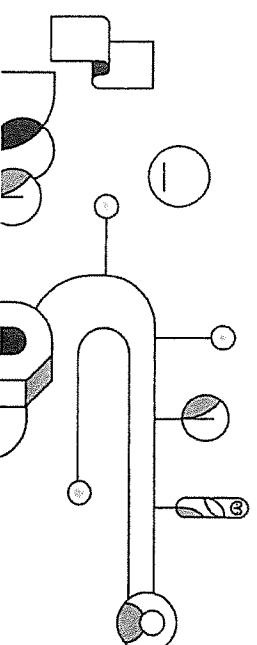
The Placer.ai team and their data have been a great help in better understanding our customers. We're working closely with their Data Science team to address our core business challenges as well as the more complex business-critical decisions.





Gene Lee
SVP Chief Analytics Officer
Caesars Entertainment

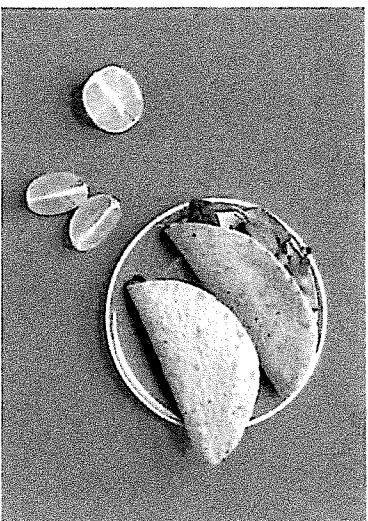
How to Analyze Retail Foot Traffic With Placer.ai



Tapping into the visitor journey is critical to a data driven retail strategy. Learn how leading retail companies gain a competitive advantage by using Placer.ai to develop site selection and growth strategies.

Read the Guide →

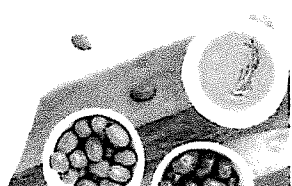
How We Analyze Retail Foot Traffic Data With Placer.ai



Why Are Specialty Grocers Thriving in 2023?

As the wider grocery sector continues to feel the impact of inflation and tighter consumer budgets, specialty grocers – and especially grocers catering to Hispanic audiences – are

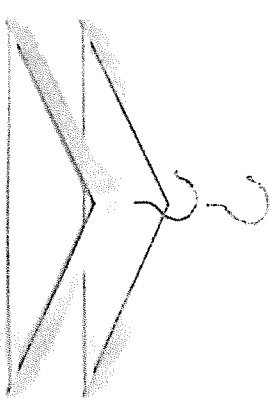
Shira Petrack June 1, 2023



The CAVA Craze: A Location Intelligence Perspective on the

Although many dining chains have been challenged by recent economic headwinds, others are finding success. We take a closer look at the location analytics for CAVA, a growing fast-casual

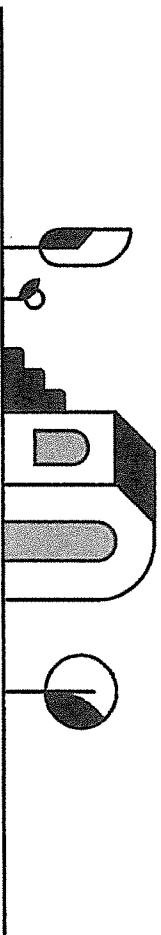
Ezra Carmel May 31, 2023



How Will Primark's US Expansion Impact Target?

Primark, the popular European retailer, has been steadily expanding its presence in the United States. We dive into the location intelligence data to see how the chain compares to

Shira Petrack May 30, 2023



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Get Started

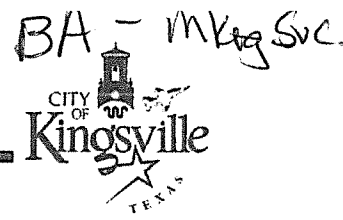
Get Started with Placer.ai	Location Analytics	Industry Solutions	Get to Know Us	© 2023 Placer Labs, Inc.
Free Signup	Resources	Retailers	About Us	Privacy Policy
Get a Demo	White Papers	Shopping Centers	Customers	Terms of Service
Free Tools	Webinars	Brokerage Firms	Trust Center	
API	Guides	Municipalities	Press	

Xtra	Success Stories	Finance	Careers	Do not sell/share my personal data
Our Data	Blog	Hospitality	Contact Us	
Pricing	The Anchor	Consumer Packaged Goods		

AGENDA ITEM #32

CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TEXAS 78364



Date: June 2, 2023

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

Summary: Tourism began using cell phone data to track event impact, gather marketing demographics for future successful campaigns and track visitor movement and impact for specific events in 2021. This cell phone data was gathered from the Kingsville Chamber of Commerce through their relationship with Retail Coach.

The impact of supplying this report for sponsor follow ups and using it for future campaign marketing was substantial and because staff wanted reporting more frequently than select events, staff began searching for programs that would allow for daily access to this data and allow for measurement of small-scale events, daily foot traffic estimates, consumer travel patterns and demographics. Tourism partnered with IT to research several cell phone data tracking options and determined Placer.ai was the most suitable fit for city use. This program will be shared by Tourism, Parks and Rec and Planning Departments.

Financial Impact: The annual cost of Placer.ai is \$25,000 and requires a minimum 2-year commitment. If we pay both years in full in advance, we receive a \$3,000 annual discount. Tourism will receive partial reimbursement from other city departments to offset the total cost of the program.

Recommendation: Staff recommends Commission approve a \$44,000 Tourism Fund Balance transfer to secure to the 2-year commitment that allows for the best value price for this product.



Placer.ai

Janine Reyes
Tourism Services Director
400 W. King Ave.
Kingsville, TX 78363

February 24, 2023

Ms. Reyes,

This letter confirms that Placer.ai provides location data to develop statistically significant insights into any physical place. Our proprietary AI and machine learning are employed to account for panel biases and normalize data changes to technology and application sources. Placer's data extends the entirety of the continental US, resulting in a large and representative panel of visitors to any location.

Placer provides its services and customer support exclusively, and its services and support are not available through any distributors or resellers. Placer's client base includes over 1,800 leading commercial real estate companies, brokerages, retailers, consumer packaged goods companies, and more than 400 civic organizations including local and state governments, economic development organizations, and destination marketing organizations.

Placer is a privacy-first company. We don't collect user identifiers, we have never sold user-level data, and we intentionally built our business with underlying technology that doesn't rely on personally identifiable information. Further, we deliberately don't participate in the ad tech industry, where most customers expect to be able to track individual behavior. Our Trust Center located at <https://www.placer.ai/company/trust-center/> further details our commitment to privacy.

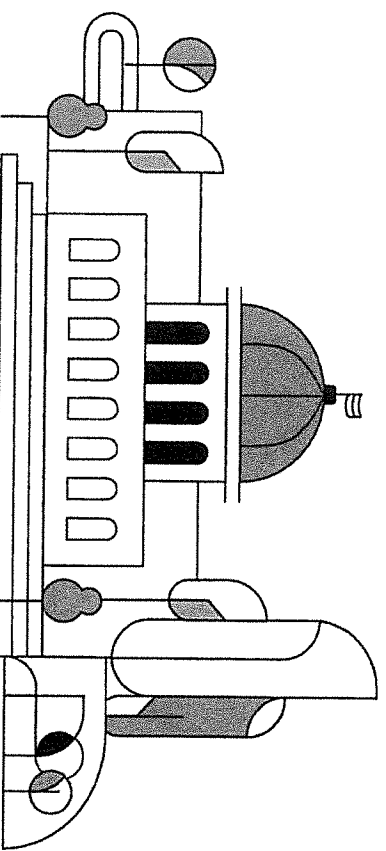
Thank you for your interest, and we look forward to working with you.

Sincerely,

Vernell Wisdom
Head of Contract Management
Placer Labs, Inc.

Drive Economic Recovery & Growth

Identify opportunities & measure success with foot traffic insights for government & economic development leaders.



[Get a Demo](#)

[Sign Up Free](#)

Loved and Trusted by 2,100+ Customers



Customers Stories →

How Local Leaders Are Using Placer.ai

01

View Migration Trends

Top 3 Zip Codes Migrated to				Top 3 Zip Codes Migrated from			
Zip Code	Migrated Population	% Net Change		Zip Code	Migrated Population	% Net Change	
Zip Code 07031	11,042	41.6%		Zip Code 07028	2,551	16.0%	
Zip Code 07026	9,276	37.0%		Zip Code 07033	4,019	33.6%	
Zip Code 07010	9,004	32.7%		Zip Code 07010	1,293	2.7%	

02

Attract the Right Retailer

03

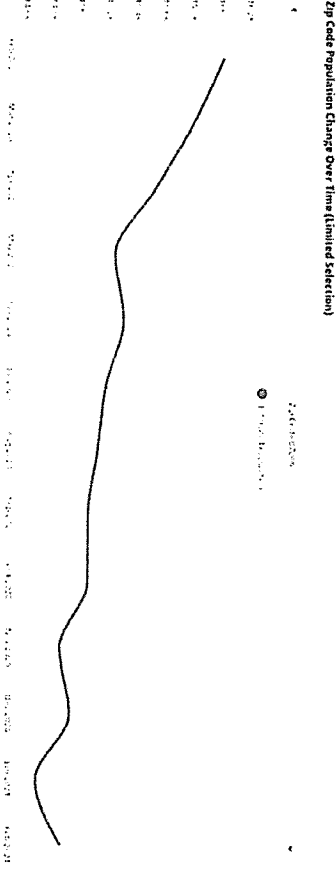
Measure COVID Recovery

04

Measure Success of Your Efforts

05

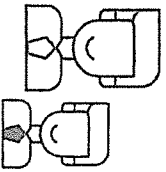
Learn Your True Trade Area



Learn how residents and employees are moving into and out of your area. See how migration affects your local economy by exploring demographic changes

[Learn More →](#)

Measure Visitation Impact Across All of Your Business Functions

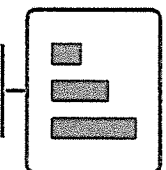


Partnership

Your Client Success Manager is focused on your goals, and your success

Onboarding and Training for your entire team

Regular consultation, advice, and guidance to keep you on track

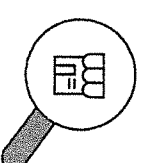


Growth

Attract the right mix of retailers to appeal to residents, employees, and visitors

Reveal your true potential to attract and retain businesses

Communicate insights to stakeholders, board



Insights

Compare your city, district, or neighborhood to another to identify strengths and challenges

Measure success of investments, initiatives and policies

Inform budgeting by knowing migration

Learn best practices
used by other civic
leaders

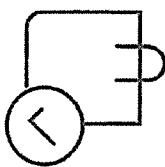
[Get a Demo](#)

members, and elected
officials

[Get a Demo](#)

trends and revenue
predictions

[Get a Demo](#)



Marketing

Increase revenue by
marketing to the right
customer base

Boost tourism and gain
insights into visitor
preferences

Identify and promote
your community's
competitive advantages

[Get a Demo](#)

What Our Clients Are Saying

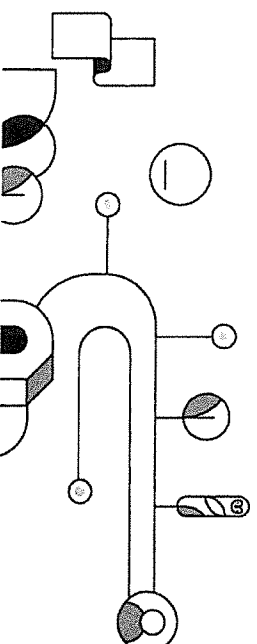
“

The Placer.ai team and their data have been a great help in better understanding our customers. We're working closely with their Data Science team to address our core business challenges as well as the more complex business-critical decisions.



Gene Lee
SVP Chief Analytics Officer
Caesars Entertainment

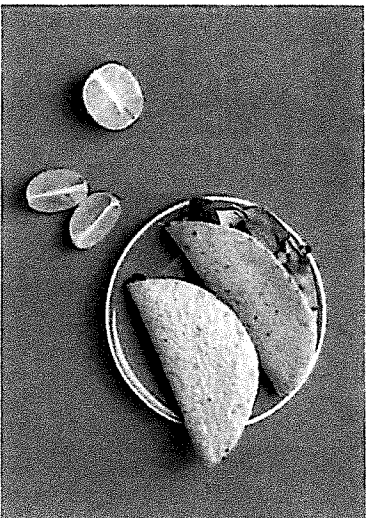
How to Analyze Retail Foot Traffic With Placer.ai



Tapping into the visitor journey is critical to a data driven retail strategy. Learn how leading retail companies gain a competitive advantage by using Placer.ai to develop site selection and growth strategies.

[Read the Guide →](#)

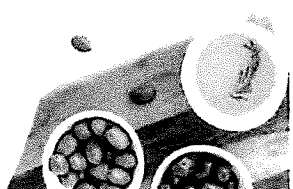
How We *Analyze* Retail Foot Traffic Data With Placer.ai



Why Are Specialty Grocers Thriving in 2023?

As the wider grocery sector continues to feel the impact of inflation and tighter consumer budgets, specialty grocers – and especially grocers catering to Hispanic audiences – are

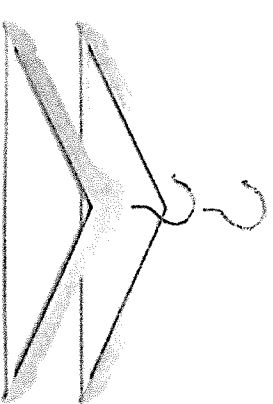
Shira Petrack June 1, 2023



The CAVA Craze: A Location Intelligence Perspective on the

Although many dining chains have been challenged by recent economic headwinds, others are finding success. We take a closer look at the location analytics for CAVA, a growing fast-casual

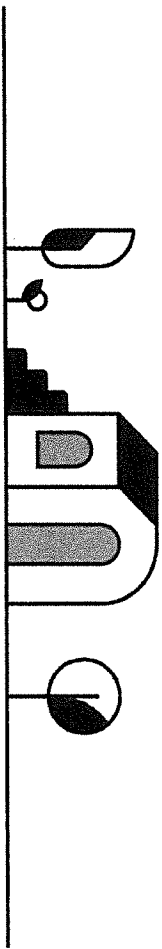
Ezra Carmel May 31, 2023



How Will Primark's US Expansion Impact Target?

Primark, the popular European retailer, has been steadily expanding its presence in the United States. We dive into the location intelligence data to see how the chain compares to

Shira Petrack May 30, 2023



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Get Started

Get Started with Placer.ai	Location Analytics	Industry Solutions	Get to Know Us	
Free Signup	Resources	Retailers	About Us	© 2023 Placer Labs, Inc.
Get a Demo	White Papers	Shopping Centers	Customers	Privacy Policy
Free Tools	Webinars	Brokerage Firms	Trust Center	Terms of Service
API	Guides	Municipalities	Press	

Xtra	Success Stories	Finance	Careers	Do not sell/share my personal data
Our Data	Blog	Hospitality	Contact Us	
Pricing	The Anchor	Consumer Packaged Goods		

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE TOURISM FUND BALANCE FOR MARKETING SERVICES.

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#61

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 002 – Tourism Fund					
<u>Expenditures</u>					
1071	Tourism	Advertising	34001	\$44,000	

[To amend the City of Kingsville FY 22-23 budget to appropriate Tourism funding for marketing services. Funding for the project will come from the unappropriated fund balance of the Tourism Fund 002.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 12th day of June 2023.

PASSED AND APPROVED on this the 26th day of June 2023.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #33

City of Kingsville Police Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: June 6, 2023

SUBJECT: *Amendment to add Duval County and Hallettsville Police Department* to Interlocal Cooperation Agreement Between Counties and Cities with Operation Lone Star for Law Enforcement Services

Summary:

The Kingsville Police Department is requesting a resolution to amend our local Interlocal Cooperation Agreement Between Counties and Cities with Operation Lone Star for Law Enforcement Services to include Duval County and Hallettsville 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,



City of Kingsville Police Department

execution, and analysis of border security operations

Financial Impact:

The addition of Duval County and Hallettsville Police Department do not impact any funds that could be received as part of the Operation Lone Star Grant. It will however allow our department tap into additional resources at not cost to the City of Kingsville.

Recommendation:

We request that the City of Kingsville Commission approve the resolution amending the interlocal agreement allowing participation by Duval County as well as the Hallettsville Police Department as well as allowing for continued participation with other law enforcement entities in Operation Lone Star activities.

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



RESOLUTION #2023-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A 1ST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN ALL COUNTIES AND CITIES ASSOCIATED WITH OPERATION LONE STAR FOR LAW ENFORCEMENT SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 25, 2022 via Resolution #2022-41, the City Commission of the City of Kingsville found 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, Homeland Security Grants Division's FY2023 Operation Lone Star Grant Program, which provides funding to deter and interdict criminal activity and detain non-citizen inmates and to assist in the execution of coordinated border security operations as described in the grant information; and

WHEREAS, the Department was notified it was awarded funding and now needs to enter an Interlocal Agreement with other cities and counties whose agencies are involved with Operation Lone Star for law enforcement services; and

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and Certain Other Local Governments), a county and a municipality may, pursuant to order or resolution of its governing body, form a mutual interlocal agency agreement to assist in criminal and narcotic investigations and law enforcement; and

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of the coordination of criminal interdiction efforts between the Bee County SO, Brooks County SO, Cuero PD, Edna PD, Falfurrias PD, Goliad County SO, Kingsville PD, Kleberg County SO, Kleberg County Attorney Taskforce, Live Oak County SO, McMullen County SO, Nixon PD, Refugio County SO, San Patricio County SO, Wharton County SO, Wilson County SO, Yoakum PD, Gonzales County SO, Gonzales PD, Jackson County SO, Aransas County SO, Zapata County SO; and

WHEREAS, Bee County SO, Brooks County SO, Cuero PD, Edna PD, Falfurrias PD, Goliad County SO, Kingsville PD, Kleberg County SO, Kleberg County Attorney Taskforce, Live Oak County SO, McMullen County SO, Nixon PD, Refugio County SO, San Patricio County SO, Wharton County SO, Wilson County SO, Yoakum PD, Gonzales County SO, Gonzales PD, Jackson County SO, Aransas County SO, Zapata County SO desire to use the capital expenditures to improve the health, safety, and quality of life of the residents of their jurisdictions; and

WHEREAS, the parties approved such an agreement via Resolution #2023-34 on May 22, 2023 and now desire to enter a 1st Amendment to that resolution only for the purpose of adding two new parties (Duval County and Hallettsville Police Department) with no other change in terms.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, to enter into a 1st Amendment to Interlocal Cooperation Agreement Between Counties and Cities Associated with Operation Lone Star for Law Enforcement Services in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the Kingsville City Commission on the 12th day of June, 2023.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**1st AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTIES AND
CITIES ASSOCIATED WITH OPERATION LONE STAR FOR LAW ENFORCEMENT SERVICES**

1. This amendment ("1st Amendment") is made by the City of Kingsville, Texas and County and Cities listed in the original agreement named Interlocal Cooperation Agreement between, Counties and Cities Associated with Operation Lone Star for Law Enforcement Services (the "Agreement"), which was approved by the Kingsville City Commission on May 22, 2023 via resolution #2023-34.

2. The Agreement is amended as follows:

Adding Duval County and Hallettsville Police Department to Agreement for Operation Lone Star for Law Enforcement Services.

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

EXECUTED by _____ on the _____ day of _____, 2023.

By: _____

Printed Name: Sam R. Fugate

Title: Mayor, City of Kingsville

By: _____

Printed Name: Ricardo Torres

Title: Chief of Police, City of Kingsville

AGENDA ITEM #34

**City of Kingsville
Purchasing Department**

Authorize
Purchase
RD cars

TO: Mayor and City Commissioners
CC: Mark McLaughlin
FROM: Charlie Sosa Purchasing Manager
DATE: June 2, 2023
SUBJECT: Purchase of Two New Police Tahoes for Police Department

Summary:

This item authorizes the City Manager to approve the purchase of two Police Tahoes with Caldwell Country Chevrolet of Caldwell, Texas, through Buy Board Purchasing Cooperative Contract # 601-19 for the City of Kingsville Police Department.

Background:

The two new Tahoes will be replacing two older units that have been in for repairs and have met the vehicles' lifespan. Buy Board is a member of the Purchasing Cooperative which meets Local Government Code Chapter 271, Subchapter F that allows for the use of a cooperative purchasing program. Specifically, 271.102 (c), states, "A local government that purchases goods and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.

Financial Impact:

Funds are available through 115-5-2102-71100 \$147,026.00 are available this fiscal year. The amount of the new police vehicles will be \$147,026.00. Please see attached budget report.

Recommendation:

It is recommended the City Manager be authorized to approve the purchase of two Police Tahoes with Caldwell Country Chevrolet of Caldwell, Texas, though Buy Board Purchasing Cooperative Contract # 601-19 for the City of Kingsville Police Department, as per staff recommendation.





City of Kingsville, TX

Budget Report Account Summary

For Fiscal: 10/2022-09/2023 Period Ending: 05/31/2023

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
Fund: 115 - TAX NOTES SERIES 2021							
Expense							
<u>115-5-1030-85000</u>	Department Year End Reduction	0.00	474.20	0.00	0.00	474.20	100.00 %
<u>115-5-1702-71200</u>	Machinery/Equipment	0.00	257,107.20	0.00	257,107.20	0.00	0.00 %
<u>115-5-2102-71100</u>	Vehicle	137,077.72	300,664.72	0.00	163,587.00	137,077.72	45.59 %
<u>115-5-2200-71100</u>	Vehicle	0.00	70,322.00	0.00	0.00	70,322.00	100.00 %
<u>115-5-3050-71200</u>	Machinery/Equipment	74,791.00	74,316.80	0.00	73,931.66	385.14	0.52 %
<u>115-5-6900-80001</u>	Transfer to Fund 001	24,985.00	24,985.00	0.00	12,492.50	12,492.50	50.00 %
Expense Total:		236,853.72	727,869.92	0.00	507,118.36	220,751.56	30.33%
Fund: 115 - TAX NOTES SERIES 2021 Total:		236,853.72	727,869.92	0.00	507,118.36	220,751.56	30.33%
Report Total:		236,853.72	727,869.92	0.00	507,118.36	220,751.56	30.33%



City of Kingsville, TX

Budget Report Account Summary

For Fiscal: 10/2022-09/2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 115 - TAX NOTES SERIES 2021								
Expense								
115-5-2102-71100 Vehicle								
Expense Total:		137,077.72	300,664.72	0.00	163,587.00	147,026.00	-9,948.28	-3.31 %
Fund: 115 - TAX NOTES SERIES 2021 Total:		137,077.72	300,664.72	0.00	163,587.00	147,026.00	-9,948.28	-3.31%
Report Total:		137,077.72	300,664.72	0.00	163,587.00	147,026.00	-9,948.28	-3.31%




Caldwell Country Chevrolet | Rockdale Country Ford | Cameron Country CDJR

800 State Highway 21 East
Caldwell Texas 77836

Vehicle Quote

Quote No.: DL 220167
Exp. Date: 06-23-2023

Prepared for: City of Kingsville
Kingsville Texas
Charlie Sosa
csosa@cityofkingsville.com

NAME	PRICE	QTY	SUBTOTAL
Chevrolet Tahoe 4x4	\$49,535.00	3	\$148,605.00
DEALER STOCK COLOR: BLACK		2	\$99,070.00
		2	\$44,056.00
Upfit Equipment	\$22,028.00	3	\$66,084.00
CAPQ: 105929			
Floor Plan Interest	\$1,200.00	3 2	\$3,600.00 \$24,000.00
Delivery	\$550.00	3 2	\$1,650.00 \$33,000.00
COOP Fee	\$400.00	1	\$400.00
			\$220,339.00 \$147,026.00
		Discount	\$0.00
Buy Board 601-19		Tax	\$0.00
		Total	\$220,339.00
			\$147,026.00

****PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED****



Quote

Date 10/13/2022

Quote # CAPQ-105929



CAP FLEET

2603 Taylors Valley Road

Belton, TX 76513

Office 254-773-1959

Name / Address

KINGSVILLE PD
1700 E.KING AVE., KINGSVILLE, TX 78363 United States

Ship To:

KINGSVILLE PD
Charlie Sosa
1700 E.KING AVE., KINGSVILLE, TX 78363 United States

Salesperson:	Mike Arizmendis
Email:	chief@kingsvillepd.us
Contact Name:	Ricardo Torres

Year:	2023
Make:	Chevrolet
Model:	TAHOE PPV

Job Description:

Quote Summary

Per Vehicle Subtotal	\$22,028.00
Per Vehicle Tax	\$0.00
Per Vehicle Total	\$22,028.00

Vehicles Quoted 2

Grand Total \$44,056.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.**

REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.

ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE**

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X _____ Date: / /

Quote

Date 10/13/2022

Quote # CAPQ-105929



CAP FLEET

2603 Taylors Valley Road

Belton, TX 76513

Office 254-773-1959

QTY	Part #	Part Details
CONSOLE/MDT		
1	C-VSW-1012-TAH	12.5" WIDE MEDIUM HEIGHT ANGLED 22" VEHICLE-SPECIFIC CONSOLE FOR 2021-2022 CHEVROLET TAHOE POLICE PURSUIT VEHICLE
1	CUP2-1001	SELF-ADJUSTING DOUBLE CUP HOLDER
1	C-ARM-103	ARMREST FOR TOP MOUNT, CONSOLE, LARGE PAD
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS WHELEN CENCOM,CCSRN,CCSRNTA,MPC03
1	C-EB30-CH7-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 3" MOUNTING SPACE, FITS M/A-COM CH-721
3	MK-2CL	MULTI-POSITION MICROPHONE HOLDER W/CLIP
1	C-HDM-204	8.5" HEAVY-DUTY TELESCOPING POLE, SIDE MOUNT, SHORT HANDLE
1	C-MD-202	TILT SWIVEL MOTION DEVICE
1	C-FP-3	3" FILLER PLATE
2	C-FP-4	4" FILLER PLATE
1	C-FPW-120	12" FILLER PLATE FOR WIDE VSW CONSOLES
1	C-FPW-5	5" FILLER PLATE FOR WIDE VSW CONSOLES
ELECTRONICS		
1	809-0002-00	stalker patrol radar dual antenna
EMERGENCY LIGHTING		
1	LGYS54CORETD-DE	54" DUO LEGACY FULLY POPULATED W/SMOKED LENSES W/TAKEDOWNS (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER SIDE BLUE/WHITE FRONT; BLUE/AMBER REAR); C399 CORE SIREN; CEM16 EXPANSION MODULE; CV2V SYNC; C399K*; SA315U SPEAKER; SAK*; STPKT*
1	SA315U	SA315U SPEAKER, BLACK PLASTIC
1	EB2SP3JY	LEGACY WCX 54" D/E/D/E PROMO - W/TAKEDOWNS AND SMOKE LENSES
1	C399	CENCOM CORE WCX CONTROL CENTER
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD
1	CV2V	VEHICLE TO-VEHICLE SYNC MODULE
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD
1	C399K6	OBD II CANPORT KIT TAHOE/SUB
1	STPKT101	LIGHTBAR STRAP KIT #101
1	SAK70	SA-315 MT KIT 2021 CHEVY TAHOE
4	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ OVERRIDE Mounting Location : G1 - GRILLE - ON
2	AVC23RBC	DUAL AVENGER II TRIO R/B/W Wiring Instructions : WIRE DUO Notes: Rear QG
2	I3SMJC	SURFACE MT TRIO ION R/B W/WHT Wiring Instructions : WIRE TRIO W/ OVERRIDE Mounting Location : LP - ON BRACKET
2	TLI2J	ION T-SERIES LINEAR DUO R/B

Quote

Date 10/13/2022

Quote # CAPQ-105929



CAP FLEET

2603 Taylors Valley Road

Belton, TX 76513

Office 254-773-1959

QTY	Part #	Part Details
		Wiring Instructions : WIRE DUO Notes: Under Hatch
1	MBCT21	ION MIRROR-BEAM HSGS '21 TAHOE
1	MBI2D	MIRROR-BEAM MT ION DUO R/W Wiring Instructions : WIRE DUO
1	MBI2E	MIRROR-BEAM MT ION DUO B/W Wiring Instructions : WIRE DUO
1	LSVBKT54	LINSV MIRROR MT KIT 2021 TAHOE
2	LINSV2C	SURFACE MT LINZ V-SERIES WHITE
1	60CREGCS	12V WHT/RED 6" COMPARTMENT LT
4	TLI2D	ION T-SERIES LINEAR DUO R/W
2	TLI2E	ION T-SERIES LINEAR DUO B/W Wiring Instructions : WIRE DUO
1	OEWD54-KIT	ION OUTER EDGE WC DUO 21 TAHOE
6	I3JA	TRIO ION R/B W/ AMB OVERRIDE Wiring Instructions : INCLUDED IN KIT ; WIRE DUO
2	CEM16	WECANX 16 OUTPUT EXPANSION MOD
1	07-288822-0230	BRACKET, MTG DRVR 2021 TAHOE
1	07-288822-1230	BRACKET, MTG PASS 2021 TAHOE
1	11-26K098-0070	COVER, DRVR ION OUTER EDGE
1	11-26K098-1070	COVER, PASS ION OUTER EDGE
PRISONER TRANSPORT EQUIPMENT		
1	PK1156TAH21	#10XL HORIZONTAL SLIDING WINDOW; COATED POLYCARBONATE; XL PANEL PARTITION; *INCLUDES XL RECESSED PANEL & LOWER EXTENSION PANEL; CHEVROLET TAHOE 21-23
1	QK2023TAH21	FULL REPLACEMENT TRANSPORT SEAT; TPO PLASTIC; WITH CENTER PULL SEAT BELTS; *INCLUDES REQUIRED: #12VS STATIONARY WINDOW VINYL COATED EXPANDED METAL CARGO PARTITION; *SEAT BELT RETRACTORS PRE-INSTALLED TO SAVE 30 MINUTES OF INSTALL TIME; *FOR USE WITHOUT 2ND ROW SEAT DELETE OPTION (CODE:ATZ); CHEVROLET TAHOE 21-23
1	WK0514TAH21H	WINDOW BARRIER; STEEL HORIZONTAL; *FOR USE WITH: STOCK DOOR PANELS; SETINA TPO DOOR PANELS; CHEVROLET TAHOE 21-23
1	DK0598TAH21	DOOR PANEL; ALUMINUM; REPLACES OEM DOOR PANELS; CHEVROLET TAHOE 21-23
1	GK10342UHK	DUAL T-RAIL MOUNT; 2 UNIVERSAL XL; HANDCUFF KEY OVERRIDE; *FOR USE WITH ALL VEHICLES; *FOR USE WHEN MOUNTING TO FREESTANDING BASES Wiring Instructions : WIRE GUNLOCK TO SMART SIREN
STORAGE		
1	TK0253TAH21	CARGO BOX; LFK-LIFT TOP, FIXED BOX WITH KEY LOCK; BSK-BASE SLIDING WITH KEY LOCK; *REQUIRED SETINA #12VS REAR CARGO PARTITION OR FREESTANDING BRACKETS NOT INCLUDED; CHEVROLET TAHOE 21-23

QTY	Part #	Description
1	DEALER	DEALER PREP
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY

Quote

Date 10/13/2022
Quote # CAPQ-105929



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Description
1	PROGFEE	PROGRAMMING FEE
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)
1	PDKIT	POWER DISTRIBUTION KIT
1	LABOR	LABOR
1	SHIPPING	SHIPPING
1	SHOP SUPPLIES	SHOP SUPPLIES
1	WIRING HARNESS	WIRING HARNESS

QTY	Make	Model	Used
1	Zebra	DC17141-G1	<input type="checkbox"/>
1	Coban	Fusion HD	<input type="checkbox"/>
1	Harris	XG-75M/M7300	<input type="checkbox"/>



Vendor Contract Information Summary

Vendor	Caldwell Country Chevrolet, LLC
Contact	Averyt Knapp
Phone	9795676116
Email	aknapp@caldwellcountry.com
Vendor Website	www.caldwellcountrychevrolet.com
TIN	14-1856872
Address Line 1	P. O. Box 27
Vendor City	Caldwell
Vendor Zip	77836
Vendor State	TX
Vendor Country	USA
Delivery Days	120
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Contract No.	601-19
Effective	12/01/2019
Expiration	11/30/2023
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a \$400 service fee
Quote Reference Number	601-19
Return Policy	Negotiable



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PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

Bonding Regulatory Notice

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

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

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



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: aknapp@caldwellcountry.com

Avery Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 601-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement

v.6.5

November 6, 2019

Sent Via Email: aknapp@caldwellcountry.com

Avery Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Arturo Salinas
Department Director, Cooperative Procurement
v.6.5



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks,
Police Motorcycles, Parts, and Service Labor

Proposal Due Date/Opening Date and Time:
August 1, 2019 at 4:00 PM

Proposal Number: 601-19

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: December 1, 2019
through November 30, 2020 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
October 2019

Caldwell Country Chevrolet, LLC

Name of Proposing Company

August 6, 2019

Date

P.O. Box 27

Street Address

Signature of Authorized Company Official

Caldwell, Texas 77836

City, State, Zip

Averyt Knapp

Printed Name of Authorized Company Official

979-567-6116

Telephone Number of Authorized Company Official

Fleet Director

Position or Title of Authorized Company Official

979-567-0853

Fax Number of Authorized Company Official

14-1856872

Federal ID Number



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The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative Information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

Name of Company: Caldwell Country Chevrolet, LLC
Vendor Proposal/Contract Contact Name: Averyt Knapp
Vendor Proposal/Contract Contact E-mail Address: aknapp@caldwellcountry.com
Vendor Contact Mailing Address for Proposal/Contract Notices: P.O. Box 27
Caldwell, Texas 77836
Company Website: www.caldwellcountrychevrolet.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

- ☒ I will use the Internet to receive purchase orders at the following address:
Purchase Order E-mail Address: aknapp@caldwellcountry.com
Purchase Order Contact: Averyt Knapp Phone: 979-567-6116
Alternate Purchase Order E-mail Address: agattis@caldwellcountry.com
Alternate Purchase Order Contact: Adrienne Gattis Phone: 979-567-6115
- ☐ Purchase orders may be received by the Designated Dealer(s) Identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: aknapp@caldwellcountry.com
RFQ Contact: Averyt Knapp Phone: 979-567-6116
Alternate RFQ E-mail Address: agattis@caldwellcountry.com
Alternate RFQ Contact: Adrienne Gattis Phone: 979-567-6115



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Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: P.O. Box 27 Department: Fleet Department
City: Caldwell State: Texas Zip Code: 77836
Contact Name: Adrienne Gattis Phone: 979-567-6115
Invoice Fax: 979-567-0853 Invoice E-mail Address: agattis@caldwellcountry.com
Alternative Invoice E-mail Address: aknapp@caldwellcountry.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ Department: _____
City: _____ State: _____ Zip Code: _____
Billing Agent Contact Name: _____ Phone: _____
Billing Agent Fax: _____ Billing Agent E-mail Address: _____
Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

**** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name



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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
- ☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
- ☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC

Company Name



Signature of Authorized Company Official

Averyt Knapp

Printed Name



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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name

Note: If REP does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☐ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC

Company Name

Averyt Knapp

Printed Name


Signature of Authorized Company Official



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Caldwell Country Chevrolet, LLC

Company Name

A handwritten signature in black ink, appearing to read "A. Knapp", written over a horizontal line.

Signature of Authorized Company Official

Averyt Knapp

Printed Name

August 6, 2019

Date



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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% In 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 0-120 ARO

4. Vendor Reference/Quote Number: #601-19

5. State your return policy: Negotiable

6. Are electronic payments acceptable? ☐ Yes ☒ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Caldwell Country Chevrolet

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ Completed: **Proposer's Agreement and Signature**
- ☒ Completed: **Vendor Contact Information**
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification**
- ☒ Completed: **Resident/Nonresident Certification**
- ☒ Completed: **No Israel Boycott Certification**
- ☒ Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Completed: **Historically Underutilized Business (HUB) Certification**
- ☒ Completed: **Construction Related Goods and Services Affirmation**
- ☒ Completed: **Deviation/Compliance**
- ☒ Completed: **Location/Authorized Seller Listings**
- ☒ Completed: **Manufacturer Dealer Designation**
- ☒ Completed: **Texas Regional Service Designation**
- ☒ Completed: **State Service Designation**
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement**
- ☒ Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Completed: **Governmental References**
- ☒ Completed: **Marketing Strategy**
- ☒ Completed: **Confidential/Proprietary Information**
- ☒ Completed: **Vendor Business Name with IRS Form W-9**
- ☒ Completed: **EDGAR Vendor Certification**
- ☒ Completed: **Proposal Invitation Questionnaire**
- ☒ Completed: **Required Forms Checklist**
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelist, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Vehicle Options List**
~~*Catalogs/Pricelists must be submitted with proposal response or response will not be considered~~



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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ADDENDUM NO. 1

Proposal Invitation No. 601-19 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

- I. Proposal Invitation Forms: Vendor Contact Information. On the Vendor Contact Information form, **Invoices**, the third included option for Vendors to authorize service fee invoices to be provided to Designated Dealers receiving purchase orders is **deleted**. Vendors must either accept invoices directly or designate one billing agent for receipt of service fee invoices. Vendors will no longer be permitted to have invoices directed to Designated Dealers. Therefore, when completing the Vendor Contact Information form, **Invoices** section, Vendor may only select and complete either the first option ("Service fee invoices and related communications should be provided directly to my company ...") or second option ("In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent ...").
- II. General Terms and Conditions, Section E.12, Service Fee. Section E.12 of the General Terms and Conditions (Service Fee) is revised to read as follows:

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) and billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor



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shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 2**

**Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)

For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Autocar Trucks/Vehicles** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Autocar Vehicles						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
4A	Autocar	Autocar DC64 Cab and Chassis, Conventional Cab	Autocar DC64 - Cab and chassis, Conventional Cab, Cummins L9 300 HP with Allison 3000 Series, 5 speed transmission, complete with manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Mitsubishi Trucks/Vehicles** – Proposal specifications for line items 281 to 289 have been revised as follows.
 - a. Line Items 281-285: DOHC 4-cylinder turbocharged intercooled diesel engine is **deleted and replaced** with diesel engine only.
 - b. Line Items 286-289: DOHC 4-cylinder turbocharged gas engine is **deleted and replaced** with 6.0L V8 gas engine with 297 HP.



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3. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section IIIA: Police Motorcycles - Yamaha						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
348A	Yamaha	Yamaha FJR1300 P Police Motorcycle	Yamaha FJR1300 P Police Motorcycle - 1298 cc, liquid -cooled, DOHC inline 4 cylinder, 16 valve engine, equipped with standard police equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.


PROPOSAL DUE DATE

1. The proposal due date has been extended to **August 29, 2019, at 4:00 P.M.**

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box Caldwell, Texas 77836

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 3**

**Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)

For the following manufacturer, the detailed specifications for base model vehicles/trucks have been added.

1. **Freightliner Sprinter Trucks/Vehicles** – Proposal specifications have been added and issued with the specified models listed below.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchases from this contract with the exception of delivery fees (i.e. applicable State or Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre-delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Sprinter Vehicles

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
410	Freightliner	Sprinter C2500	Freightliner Sprinter C2500 - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
411	Freightliner	Sprinter C3500	Freightliner Sprinter C3500 - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
412	Freightliner	Sprinter 3500 C/C	Freightliner Sprinter 3500 C/C - 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
413	Freightliner	Sprinter P2500 Passenger Van	Freightliner Sprinter P2500 Passenger Van - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Sprinter Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
414	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all Original Equipment Manufacturer (OEM) Options . Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	_____ %		
415	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off Third Party (not OEM) and Unpublished Options and Equipment . Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	_____ %		
416	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
417	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off Floor Plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles).	_____ %		
418	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off Extended Service Maintenance Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

Section III: Freightliner Sprinter Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
419	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	Hourly Labor Rate for Vehicle Installation or Repair Service - State the Not to Exceed hourly labor rate for Installation or Repair Service.	\$ _____/Hour		
420	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	Hourly Labor Rate for Paint and Body Repair - State the Not to Exceed hourly labor rate for Paint and Body Repair.	\$ _____/Hour		
421	Delivery Fee	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles - State the Not to Exceed per mile delivery fee for Vehicles.	\$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ADDENDUM NO. 4

Proposal Invitation No. 601-19 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)

For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Isuzu Trucks** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Isuzu Trucks						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
424	Isuzu	Isuzu Cabover	Isuzu Cabover – NPR-HD 14500 GVW, diesel engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
425	Isuzu	Isuzu Cabover	Isuzu Cabover – NPR-XD 16000 GVW, diesel engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
426	Isuzu	Isuzu Cabover	Isuzu Cabover – FTR 25950 GVW, diesel engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.



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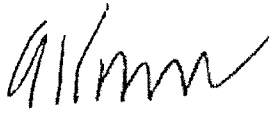
2. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section III: Police Motorcycles -Honda						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
427	Honda	Honda Gold Wing Police Motorcycle	Honda Gold Wing GL1800B Police Motorcycle - 1833 cc, Horizontally opposed six (6) cylinder, Six speed transmission, ABS braking, Slipper clutch, Cruise control, Apple car play capable, XM weather, radar and traffic capable, equipped with standard police equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

GENERAL MOTORS FLEET



August 23, 2019

Caldwell Country Chevrolet
Caldwell, TX

RE: Letter of Supply

This Letter of Supply is in reference to the offer for Caldwell Country Chevrolet, Caldwell, TX to participate in the bid process for the BuyBoard contract.

GM affirms that Caldwell Country Chevrolet is a GM dealer and is authorized to perform sales, service and parts functions for the GM vehicles they represent. General Motors will supply the dealer product and parts consistent with all other dealers that bid and win state, local or federal government contracts in line with current planned production. Dealers are made aware of GM's production plans, anticipated shortages and interruptions in the normal course of business. GM places the sole responsibility upon GM dealers to communicate and respond to their customers in a timely manner when these interruptions occur, especially if the interruption will impact product that was bid and won for a government contract. In the event production schedules cannot be met, GM makes every effort to supply acceptable substitutions whenever possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'Yuri W. Tello', followed by a diagonal slash.

Yuri W. Tello
Manager, Global Fleet & Government Sales Support
General Motors Fleet

Cc: Bob Wheeler



Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: F138205

GENERAL DISTINGUISHING NUMBER:

P118166

Motorcycle

P48408

Motor Vehicle

P118167X

Utility Trailer/Semi-Trailer

Caldwell Country Chevrolet, LLC

Caldwell Country Chevrolet, Jon Hildebrand's Caldwell Country,
PO BOX 27

CALDWELL, TEXAS BURLESON 77836-0027

EXPIRES: 02-28-2021

PHYSICAL LOCATION:

800 STATE HIGHWAY 21 E

CALDWELL, TEXAS BURLESON 77836-4512

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Chevrolet : AA-Passenger Auto, Chevrolet : LT-Light Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



November 5, 2020

Sent via email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell TX 77836

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor, Contract 601-19 effective December 1, 2019 through November 30, 2020 with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through November 30, 2021.

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

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

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

Sincerely,

Lisa Maraden
Contract Administrator

1st renewal v.02.13.2020



November 1, 2021

Sent via email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor, Contract 601-19, for which the current term is set to expire November 30, 2021. At this time, the BuyBoard is renewing your contract through November 30, 2022. This will be the final renewal of this contract.

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

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

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020



May 12, 2022

Sent via email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell TX 77836

Re: Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract No. 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Contract No. 601-19, Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor, for which the current term is set to expire November 30, 2022. We are writing to inform you that, in accordance with the General Terms and Conditions of the Contract, BuyBoard intends to consider extensions to this contract on a month-to-month basis after the expiration of the current term until a successor contract is awarded.

This letter is not an extension of your contract. Final decisions regarding specific extensions will not be made until closer to contract expiration, and you will be informed at that time of any renewal decision regarding your company's contract. However, as we recognize that vendors may be anticipating release of a new BuyBoard proposal invitation for vehicles, heavy-duty trucks, police motorcycles, parts, and service labor soon, we wanted to reach out now to inform you that issuance of a new proposal invitation will be delayed. In the meantime, all discounts, terms, and conditions of your current contract, including minimum sales requirements for consideration for renewal, remain the same.

If you have questions, please contact me at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBO
TASB Department Director,
Cooperative Operations



October 21, 2022

Sent via email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell TX 77836

Re: Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract No. 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Contract No. 601-19, Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor, for which the current term is set to expire November 30, 2022. We previously notified you that, in accordance with the General Terms and Conditions of the Contract, BuyBoard intended to consider extensions to this contract on a month-to-month basis after the expiration of the current term until a successor contract is awarded.

We are writing to inform you that, at this time, BuyBoard is extending your contract on a month-to-month basis beginning December 1, 2022. All discounts, terms, and conditions of your contract will remain the same. If you agree to this extension, there is nothing you need to do. However, if you do not agree to this extension, you must notify me via email at connie.burkett@tasb.org on or before November 30, 2022.

BuyBoard expects to issue a new proposal invitation for Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor in 2023. Please keep an eye out for the proposal invitation, as you must submit a proposal to have the opportunity to be considered for award on future contracts. You will be separately notified when your current contract (Contract No. 601-19) expires which in all events, regardless of whether notice is provided or received, shall be no later than the last day before the start date of the successor contract.

If you have questions, please contact me at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBO
TASB Department Director,
Cooperative Operations

AGENDA ITEM #35

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin
FROM: Charlie Sosa Purchasing Manager
DATE: June 2, 2023
SUBJECT: Purchase of Two New Police Tahoes for Police Department

Summary:

This item authorizes the City Manager to approve the purchase of two Police Tahoes with Caldwell Country Chevrolet of Caldwell, Texas, through Buy Board Purchasing Cooperative Contract # 601-19 for the City of Kingsville Police Department.

Background:

The two new Tahoes will be replacing two older units that have been in for repairs and have met the vehicles' lifespan. Buy Board is a member of the Purchasing Cooperative which meets Local Government Code Chapter 271, Subchapter F that allows for the use of a cooperative purchasing program. Specifically, 271.102 (c), states, "A local government that purchases goods and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.

Financial Impact:

Funds are available through 115-5-2102-71100 \$147,026.00 are available this fiscal year. The amount of the new police vehicles will be \$147,026.00. Please see attached budget report.

Recommendation:

It is recommended the City Manager be authorized to approve the purchase of two Police Tahoes with Caldwell Country Chevrolet of Caldwell, Texas, though Buy Board Purchasing Cooperative Contract # 601-19 for the City of Kingsville Police Department, as per staff recommendation.





City of Kingsville, TX

Budget Report Account Summary

For Fiscal: 10/2022-09/2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 115 - TAX NOTES SERIES 2021							
Expense							
<u>115-5-1030-85000</u>	Department Year End Reduction	0.00	474.20	0.00	0.00	474.20	100.00 %
<u>115-5-1702-71200</u>	Machinery/Equipment	0.00	257,107.20	0.00	257,107.20	0.00	0.00 %
<u>115-5-2102-71100</u>	Vehicle	137,077.72	300,664.72	0.00	163,587.00	137,077.72	45.59 %
<u>115-5-2200-71100</u>	Vehicle	0.00	70,322.00	0.00	0.00	70,322.00	100.00 %
<u>115-5-3050-71200</u>	Machinery/Equipment	74,791.00	74,316.80	0.00	73,931.66	385.14	0.52 %
<u>115-5-6900-80001</u>	Transfer to Fund 001	24,985.00	24,985.00	0.00	12,492.50	12,492.50	50.00 %
Expense Total:		236,853.72	727,869.92	0.00	507,118.36	220,751.56	30.33%
Fund: 115 - TAX NOTES SERIES 2021 Total:		236,853.72	727,869.92	0.00	507,118.36	220,751.56	30.33%
Report Total:		236,853.72	727,869.92	0.00	507,118.36	220,751.56	30.33%



City of Kingsville, TX

Budget Report Account Summary

For Fiscal: 10/2022-09/2023 Period Ending: 05/31/2023

		Original	Current	Period	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Total Budget	Activity	Activity		Favorable (Unfavorable)	Remaining
Fund: 115 - TAX NOTES SERIES 2021	Expense							
	115-5-2102-71100	137,077.72	300,664.72	0.00	163,587.00	147,026.00	-9,948.28	-3.31 %
	Expense Total:	137,077.72	300,664.72	0.00	163,587.00	147,026.00	-9,948.28	-3.31%
	Fund: 115 - TAX NOTES SERIES 2021 Total:	137,077.72	300,664.72	0.00	163,587.00	147,026.00	-9,948.28	-3.31%
Report Total:		137,077.72	300,664.72	0.00	163,587.00	147,026.00	-9,948.28	-3.31%




Caldwell Country Chevrolet | Rockdale Country Ford | Cameron Country CDJR
800 State Highway 21 East
Caldwell Texas 77836

Vehicle Quote

Quote No.: DL 220167
Exp. Date: 06-23-2023

Prepared for: City of Kingsville
Kingsville Texas
Charlie Sosa
csosa@cityofkingsville.com

NAME	PRICE	QTY	SUBTOTAL
Chevrolet Tahoe 4x4 DEALER STOCK COLOR: BLACK	\$49,535.00	2	\$148,605.00 \$99,070.00
		2	\$44,056.00
Upfit Equipment CAPQ: 105929	\$22,028.00	1	\$66,084.00
Floor Plan Interest	\$1,200.00	2	\$3,600.00 \$24.00
Delivery	\$550.00	2	\$1,650.00 \$33.00
COOP Fee	\$400.00	1	\$400.00
			\$220,339.00 \$147,026.00
		Discount	\$0.00
Buy Board 601-19		Tax	\$0.00
		Total	\$220,339.00 \$147,026.00

PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED



Quote

Date 10/13/2022

Quote # CAPQ-105929



CAP FLEET

2603 Taylors Valley Road

Belton, TX 76513

Office 254-773-1959

Name / Address

KINGSVILLE PD
1700 E.KING AVE., KINGSVILLE, TX 78363 United States

Ship To:

KINGSVILLE PD
Charlie Sosa
1700 E.KING AVE., KINGSVILLE, TX 78363 United States

Salesperson:	Mike Arizmendis
Email:	chief@kingsvillepd.us
Contact Name:	Ricardo Torres

Year:	2023
Make:	Chevrolet
Model:	TAHOE PPV

Job Description:

Quote Summary

Per Vehicle Subtotal	\$22,028.00
Per Vehicle Tax	\$0.00
Per Vehicle Total	\$22,028.00

Vehicles Quoted 2

Grand Total \$44,056.00

****PRICES ARE VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES.**

REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO IS ISSUED.

ALL CANCELLED ORDERS ARE SUBJECT TO A 20% RESTOCKING FEE**

I hereby authorize the install work therein set forth to be done by CAP Fleet Upfitters, together with the furnishing by CAP Fleet Upfitters of the necessary parts and other material for such install and agree that CAP Fleet Upfitters is not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that CAP Fleet Upfitters neither assumes or authorizes any other person to assume for CAP Fleet Upfitters any liability in connection with such install; that CAP Fleet Upfitters shall not be responsible for loss or damage to the above vehicle, or articles left therein; in case of fire, theft, any Act of God, or other cause beyond CAP Fleet Upfitters control; that CAP Fleet Upfitters employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

WWW.CAPFLEET.COM

QUOTES ARE GOOD FOR 30 DAYS.

PLEASE SIGN BELOW IF ALL ITEMS & QUANTITIES ARE APPROVED.

X _____ Date: / /

Quote

Date 10/13/2022
Quote # CAPQ-105929



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
CONSOLE/MDT		
1	C-VSW-1012-TAH	12.5" WIDE MEDIUM HEIGHT ANGLED 22" VEHICLE-SPECIFIC CONSOLE FOR 2021-2022 CHEVROLET TAHOE POLICE PURSUIT VEHICLE
1	CUP2-1001	SELF-ADJUSTING DOUBLE CUP HOLDER
1	C-ARM-103	ARMREST FOR TOP MOUNT, CONSOLE, LARGE PAD
1	C-EB40-CCS-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 4" MOUNTING SPACE, FITS WHELEN CENCOM,CCSRN,CCSRNTA,MPC03
1	C-EB30-CH7-1P	1-PIECE EQUIPMENT MOUNTING BRACKET, 3" MOUNTING SPACE, FITS M/A-COM CH-721
3	MK-2CL	MULTI-POSITION MICROPHONE HOLDER W/CLIP
1	C-HDM-204	8.5" HEAVY-DUTY TELESCOPING POLE, SIDE MOUNT, SHORT HANDLE
1	C-MD-202	TILT SWIVEL MOTION DEVICE
1	C-FP-3	3" FILLER PLATE
2	C-FP-4	4" FILLER PLATE
1	C-FPW-120	12" FILLER PLATE FOR WIDE VSW CONSOLES
1	C-FPW-5	5" FILLER PLATE FOR WIDE VSW CONSOLES
ELECTRONICS		
1	809-0002-00	stalker patrol radar dual antenna
EMERGENCY LIGHTING		
1	LGYS54CORETD-DE	54" DUO LEGACY FULLY POPULATED W/SMOKED LENSES W/TAKEDOWNS (DRIVER SIDE RED/WHITE FRONT; RED/AMBER REAR; PASSENGER SIDE BLUE/WHITE FRONT; BLUE/AMBER REAR); C399 CORE SIREN; CEM16 EXPANSION MODULE; CV2V SYNC; C399K*; SA315U SPEAKER; SAK*; STPKT*
1	SA315U	SA315U SPEAKER, BLACK PLASTIC
1	EB2SP3JY	LEGACY WCX 54" D/E/D/E PROMO - W/TAKEDOWNS AND SMOKE LENSES
1	C399	CENCOM CORE WCX CONTROL CENTER
1	CEM16	WECANX 16 OUTPUT EXPANSION MOD
1	CV2V	VEHICLE TO-VEHICLE SYNC MODULE
1	CCTL7	WECANX 21 BUTTON/SLIDE CTRL HD
1	C399K6	OBD II CANPORT KIT TAHOE/SUB
1	STPKT101	LIGHTBAR STRAP KIT #101
1	SAK70	SA-315 MT KIT 2021 CHEVY TAHOE
4	I3JC	TRIO ION R/B W/ WHT OVERRIDE Wiring Instructions : WIRE TRIO W/ OVERRIDE Mounting Location : G1 - GRILLE - ON
2	AVC23RBC	DUAL AVENGER II TRIO R/B/W Wiring Instructions : WIRE DUO Notes: Rear QG
2	I3SMJC	SURFACE MT TRIO ION R/B W/WHT Wiring Instructions : WIRE TRIO W/ OVERRIDE Mounting Location : LP - ON BRACKET
2	TLI2J	ION T-SERIES LINEAR DUO R/B

Quote

Date 10/13/2022
Quote # CAPQ-105929



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Part Details
		Wiring Instructions : WIRE DUO Notes: Under Hatch
1	MBCT21	ION MIRROR-BEAM HSGS '21 TAHOE
1	MBI2D	MIRROR-BEAM MT ION DUO R/W Wiring Instructions : WIRE DUO
1	MBI2E	MIRROR-BEAM MT ION DUO B/W Wiring Instructions : WIRE DUO
1	LSVBKT54	LINSV MIRROR MT KIT 2021 TAHOE
2	LINSV2C	SURFACE MT LINZ V-SERIES WHITE
1	60CREGCS	12V WHT/RED 6" COMPARTMENT LT
4	TLI2D	ION T-SERIES LINEAR DUO R/W
2	TLI2E	ION T-SERIES LINEAR DUO B/W Wiring Instructions : WIRE DUO
1	OEWD54-KIT	ION OUTER EDGE WC DUO 21 TAHOE
6	I3JA	TRIO ION R/B W/ AMB OVERRIDE Wiring Instructions : INCLUDED IN KIT ; WIRE DUO
2	CEM16	WECANX 16 OUTPUT EXPANSION MOD
1	07-288822-0230	BRACKET, MTG DRVR 2021 TAHOE
1	07-288822-1230	BRACKET, MTG PASS 2021 TAHOE
1	11-26K098-0070	COVER, DRVR ION OUTER EDGE
1	11-26K098-1070	COVER, PASS ION OUTER EDGE
PRISONER TRANSPORT EQUIPMENT		
1	PK1156TAH21	#10XL HORIZONTAL SLIDING WINDOW; COATED POLYCARBONATE; XL PANEL PARTITION; *INCLUDES XL RECESSED PANEL & LOWER EXTENSION PANEL; CHEVROLET TAHOE 21-23
1	QK2023TAH21	FULL REPLACEMENT TRANSPORT SEAT; TPO PLASTIC; WITH CENTER PULL SEAT BELTS; *INCLUDES REQUIRED: #12VS STATIONARY WINDOW VINYL COATED EXPANDED METAL CARGO PARTITION; *SEAT BELT RETRACTORS PRE-INSTALLED TO SAVE 30 MINUTES OF INSTALL TIME; *FOR USE WITHOUT 2ND ROW SEAT DELETE OPTION (CODE:ATZ); CHEVROLET TAHOE 21-23
1	WK0514TAH21H	WINDOW BARRIER; STEEL HORIZONTAL; *FOR USE WITH: STOCK DOOR PANELS; SETINA TPO DOOR PANELS; CHEVROLET TAHOE 21-23
1	DK0598TAH21	DOOR PANEL; ALUMINUM; REPLACES OEM DOOR PANELS; CHEVROLET TAHOE 21-23
1	GK10342UHK	DUAL T-RAIL MOUNT; 2 UNIVERSAL XL; HANDCUFF KEY OVERRIDE; *FOR USE WITH ALL VEHICLES; *FOR USE WHEN MOUNTING TO FREESTANDING BASES Wiring Instructions : WIRE GUNLOCK TO SMART SIREN
STORAGE		
1	TK0253TAH21	CARGO BOX; LFK-LIFT TOP, FIXED BOX WITH KEY LOCK; BSK-BASE SLIDING WITH KEY LOCK; *REQUIRED SETINA #12VS REAR CARGO PARTITION OR FREESTANDING BRACKETS NOT INCLUDED; CHEVROLET TAHOE 21-23

QTY	Part #	Description
1	DEALER	DEALER PREP
1	INSPECT	ALL CAP FLEET INSPECTIONS COME WITH AN AGENCY LIMITED LIFETIME WARRANTY

Quote

Date 10/13/2022
Quote # CAPQ-105929



CAP FLEET

2603 Taylors Valley Road
Belton, TX 76513
Office 254-773-1959

QTY	Part #	Description
1	PROGFEE	PROGRAMMING FEE
1	DISPOSAL	DISPOSAL FEE (FOR OEM PARTS NOT PICKED UP ON DELIVERY)
1	PDKIT	POWER DISTRIBUTION KIT
1	LABOR	LABOR
1	SHIPPING	SHIPPING
1	SHOP SUPPLIES	SHOP SUPPLIES
1	WIRING HARNESS	WIRING HARNESS

QTY	Make	Model	Used
1	Zebra	DC17141-G1	<input type="checkbox"/>
1	Coban	Fusion HD	<input type="checkbox"/>
1	Harris	XG-75M/M7300	<input type="checkbox"/>



Vendor Contract Information Summary

Vendor	Caldwell Country Chevrolet, LLC
Contact	Averyt Knapp
Phone	9795676116
Email	aknapp@caldwellcountry.com
Vendor Website	www.caldwellcountrychevrolet.com
TIN	14-1856872
Address Line 1	P. O. Box 27
Vendor City	Caldwell
Vendor Zip	77836
Vendor State	TX
Vendor Country	USA
Delivery Days	120
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Contract No.	601-19
Effective	12/01/2019
Expiration	11/30/2023
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a \$400 service fee
Quote Reference Number	601-19
Return Policy	Negotiable



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PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

Bonding Regulatory Notice

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

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

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



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2019

Sent Via Email: aknapp@caldwellcountry.com

Avery Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 601-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide
2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.

November 6, 2019

Sent Via Email: aknapp@caldwellcountry.com

Avery Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Welcome to BuyBoard!

Re: Notice of National Purchasing Cooperative Piggy-Back Award

Proposal Name and Number: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor, Proposal No. 601-19

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 12/1/2019 through 11/30/2020, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919.**

Sincerely,



Arturo Salinas
Department Director, Cooperative Procurement
v.6.5



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks,
Police Motorcycles, Parts, and Service Labor

Proposal Due Date/Opening Date and Time:
August 1, 2019 at 4:00 PM

Proposal Number: 601-19

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: December 1, 2019
through November 30, 2020 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
October 2019

Caldwell Country Chevrolet, LLC

Name of Proposing Company

August 6, 2019

Date

P.O. Box 27

Street Address

Signature of Authorized Company Official

Caldwell, Texas 77836

City, State, Zip

Averyt Knapp

Printed Name of Authorized Company Official

979-567-6116

Telephone Number of Authorized Company Official

Fleet Director

Position or Title of Authorized Company Official

979-567-0853

Fax Number of Authorized Company Official

14-1856872

Federal ID Number



The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative Information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR CONTACT INFORMATION

Name of Company: Caldwell Country Chevrolet, LLC
Vendor Proposal/Contract Contact Name: Averyt Knapp
Vendor Proposal/Contract Contact E-mail Address: aknapp@caldwellcountry.com
Vendor Contact Mailing Address for Proposal/Contract Notices: P.O. Box 27
Caldwell, Texas 77836
Company Website: www.caldwellcountrychevrolet.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

- ☒ I will use the Internet to receive purchase orders at the following address:
Purchase Order E-mail Address: aknapp@caldwellcountry.com
Purchase Order Contact: Averyt Knapp Phone: 979-567-6116
Alternate Purchase Order E-mail Address: agattis@caldwellcountry.com
Alternate Purchase Order Contact: Adrienne Gattis Phone: 979-567-6115
- ☐ Purchase orders may be received by the Designated Dealer(s) Identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

RFQ E-mail Address: aknapp@caldwellcountry.com
RFQ Contact: Averyt Knapp Phone: 979-567-6116
Alternate RFQ E-mail Address: agattis@caldwellcountry.com
Alternate RFQ Contact: Adrienne Gattis Phone: 979-567-6115



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Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

☒ Service fee invoices and related communications should be provided directly to my company at:

Invoice Mailing address: P.O. Box 27 Department: Fleet Department

City: Caldwell State: Texas Zip Code: 77836

Contact Name: Adrienne Gattis Phone: 979-567-6115

Invoice Fax: 979-567-0853 Invoice E-mail Address: agattis@caldwellcountry.com

Alternative Invoice E-mail Address: aknapp@caldwellcountry.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Billing agent Mailing address: _____ Department: _____

City: _____ State: _____ Zip Code: _____

Billing Agent Contact Name: _____ Phone: _____

Billing Agent Fax: _____ Billing Agent E-mail Address: _____

Alternative Billing Agent E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

**** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.**



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name



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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer.**
- ☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
- ☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC

Company Name



Signature of Authorized Company Official

Averyt Knapp

Printed Name



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NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name

Note: If REP does not wish to make this certification, return the blank form in lieu of a completed certification.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply:

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
 - ☐ **Women Owned Business**
 - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Caldwell Country Chevrolet, LLC

Company Name

Averyt Knapp

Printed Name


Signature of Authorized Company Official



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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Caldwell Country Chevrolet, LLC

Company Name

A handwritten signature in black ink, appearing to read "A. Knapp", written over a horizontal line.

Signature of Authorized Company Official

Averyt Knapp

Printed Name

August 6, 2019

Date



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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (✓) one of the following:

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☒ Common Carrier ☒ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% In 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 0-120 ARO

4. Vendor Reference/Quote Number: #601-19

5. State your return policy: Negotiable

6. Are electronic payments acceptable? ☐ Yes ☒ No

7. Are credit card payments acceptable? ☐ Yes ☒ No

Caldwell Country Chevrolet

Company Name

Signature of Authorized Company Official

Averyt Knapp

Printed Name



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ **Completed: Proposer's Agreement and Signature**
- ☒ **Completed: Vendor Contact Information**
- ☒ **Completed: Felony Conviction Disclosure and Debarment Certification**
- ☒ **Completed: Resident/Nonresident Certification**
- ☒ **Completed: No Israel Boycott Certification**
- ☒ **Completed: No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ **Completed: Historically Underutilized Business (HUB) Certification**
- ☒ **Completed: Construction Related Goods and Services Affirmation**
- ☒ **Completed: Deviation/Compliance**
- ☒ **Completed: Location/Authorized Seller Listings**
- ☒ **Completed: Manufacturer Dealer Designation**
- ☒ **Completed: Texas Regional Service Designation**
- ☒ **Completed: State Service Designation**
- ☒ **Completed: National Purchasing Cooperative Vendor Award Agreement**
- ☒ **Completed: Federal and State/Purchasing Cooperative Experience**
- ☒ **Completed: Governmental References**
- ☒ **Completed: Marketing Strategy**
- ☒ **Completed: Confidential/Proprietary Information**
- ☒ **Completed: Vendor Business Name with IRS Form W-9**
- ☒ **Completed: EDGAR Vendor Certification**
- ☒ **Completed: Proposal Invitation Questionnaire**
- ☒ **Completed: Required Forms Checklist**
- ☒ **Completed: Proposal Specification Form with Catalogs/Pricelist, Manufacturer Authorization Letters, Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles, Applicable Dealer License and Vehicle Options List**
**Catalogs/Pricelists must be submitted with proposal response or response will not be considered*



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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ADDENDUM No. 1

Proposal Invitation No. 601-19 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

- I. Proposal Invitation Forms; Vendor Contact Information. On the Vendor Contact Information form, **Invoices**, the third included option for Vendors to authorize service fee invoices to be provided to Designated Dealers receiving purchase orders is **deleted**. Vendors must either accept invoices directly or designate one billing agent for receipt of service fee invoices. Vendors will no longer be permitted to have invoices directed to Designated Dealers. Therefore, when completing the Vendor Contact Information form, **Invoices** section, Vendor may only select and complete either the first option ("Service fee invoices and related communications should be provided directly to my company ...") or second option ("In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent ...").
- II. General Terms and Conditions, Section E.12, Service Fee. Section E.12 of the General Terms and Conditions (Service Fee) is revised to read as follows:

12. Service Fee

Vendor must pay the Cooperative the service fee specified in this Proposal Invitation and, unless this Proposal Invitation provides otherwise, the service fee is included in the awarded pricing. Except as otherwise provided in this section E.12, Vendor must remit the service fee to the Cooperative in Austin, Texas, within 30 days of the date of each service fee invoice.

Service fees shall be deemed incurred on the date of Vendor's receipt of payment for products or services by the Cooperative member. To the extent that a Vendor disputes any service fee listed in an invoice, including but not limited to assertions that the purchase on which the fee is based has yet to be delivered or paid (e.g. special orders), was canceled by the Cooperative member, or is a duplicate purchase order, the Vendor must notify the Cooperative of the dispute in writing **no later than the 90th day after the original invoice date** (Dispute Period) by returning a copy of the invoice or statement of outstanding balances to the Cooperative with each disputed item marked and the basis for dispute provided. To the extent that the disputed service fees have been paid by Vendor, any request for a refund must be provided to the Cooperative in writing, with supporting documentation, no later than the last day of the Dispute Period. Vendor agrees to cooperate, and require any Vendor Designated Dealer(s) and billing agent to cooperate, with the Cooperative in attempting to reconcile and resolve disputed fees, and shall provide such reasonable information and documentation as the Cooperative may require to review the disputed fees to the satisfaction of the Cooperative administrator's staff. Any service fees for which the Cooperative has not received a notice of dispute or request for refund within the Dispute Period as set forth herein shall be deemed conclusively due and owing and no longer subject to dispute or claim for refund.

Unpaid service fees will be subject to collection in accordance with the Cooperative's Board Policy, COOP-852, Vendor Invoicing and Collections.

A Vendor may designate a billing agent to receive Cooperative service fee invoices on Vendor's behalf. Such designation must be made in writing by an authorized representative of Vendor and properly submitted to the Cooperative's administrator in such form as the Cooperative's administrator may reasonably require. However, in so doing, Vendor acknowledges and agrees that such designation shall be for Vendor's convenience only and Vendor



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shall remain responsible for all obligations under the Contract, including payment of service fees, and shall remain subject to all remedies for default in payment thereof.

Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated by or under the Contract that are received directly from Cooperative members, or such other documentation regarding those Purchase Orders as the Cooperative's administrator may require in its reasonable discretion. Additionally, the Cooperative has the right, upon reasonable written notice, to review Vendor's records pertaining to purchases under the Contract with Cooperative members to verify purchase history and the accuracy of service fees payable from Vendor.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 2**

**Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)

For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Autocar Trucks/Vehicles** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Autocar Vehicles						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
4A	Autocar	Autocar DC64 Cab and Chassis, Conventional Cab	Autocar DC64 - Cab and chassis, Conventional Cab, Cummins L9 300 HP with Allison 3000 Series, 5 speed transmission, complete with manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

2. **Mitsubishi Trucks/Vehicles** – Proposal specifications for line items 281 to 289 have been revised as follows.
 - a. Line Items 281-285: DOHC 4-cylinder turbocharged intercooled diesel engine is **deleted and replaced** with diesel engine only.
 - b. Line Items 286-289: DOHC 4-cylinder turbocharged gas engine is **deleted and replaced** with 6.0L V8 gas engine with 297 HP.



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3. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section IIIA: Police Motorcycles - Yamaha						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
348A	Yamaha	Yamaha FJR1300 P Police Motorcycle	Yamaha FJR1300 P Police Motorcycle - 1298 cc, liquid -cooled, DOHC inline 4 cylinder, 16 valve engine, equipped with standard police equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.


PROPOSAL DUE DATE

1. The proposal due date has been extended to **August 29, 2019, at 4:00 P.M.**

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box Caldwell, Texas 77836

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 3**

**Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)


For the following manufacturer, the detailed specifications for base model vehicles/trucks have been added.

1. **Freightliner Sprinter Trucks/Vehicles** – Proposal specifications have been added and issued with the specified models listed below.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

NOTE 1: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable State or Texas inspection, State of Texas fee, State of Texas registration, dealer document fees, pre-delivery inspection, make ready, applicable state inspection, and manufacturer destination fees, etc.) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.

NOTE 2: An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

NOTE 3: Franchise Motor Vehicle Dealer Certificate from Texas Department of Motor Vehicles. Manufacturer certificate from Texas Department of Motor Vehicles or, if vendor proposes to serve states outside of the State of Texas, the applicable dealer license(s) for such state(s).

Section I: Freightliner Sprinter Vehicles

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
410	Freightliner	Sprinter C2500	Freightliner Sprinter C2500 - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
411	Freightliner	Sprinter C3500	Freightliner Sprinter C3500 - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
412	Freightliner	Sprinter 3500 C/C	Freightliner Sprinter 3500 C/C - 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

Item No.	Specified Brand and Model	Short Description	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
413	Freightliner	Sprinter P2500 Passenger Van	Freightliner Sprinter P2500 Passenger Van - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Section II: Freightliner Sprinter Model Vehicles OPTIONS and EQUIPMENT - Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet. A COMPLETE LIST OF ALL MANUFACTURER UPGRADE OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
414	Original Equipment Manufacturer (OEM) Options	Discount (%) off Catalog/Pricelist for Original Equipment Manufacturer (OEM) Options	Please state the discount (%) off all Original Equipment Manufacturer (OEM) Options . Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	_____ %		
415	Third Party (not OEM) and Unpublished Options	Discount (%) off Catalog/Pricelist for Third Party (not OEM) and Unpublished Options	Please state the discount (%) off Third Party (not OEM) and Unpublished Options and Equipment . Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included or proposal will not be considered.	_____ %		
416	Original Equipment Manufacturer (OEM) Parts	Discount (%) off Catalog/Pricelist for OEM Parts	Please state the discount (%) off catalog/pricelist for all Original Equipment Manufacturer (OEM) Parts . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



Proposal Invitation No. 601-19-Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts and Service Labor
(Manufacturer specification sheets and options pricelist must be submitted with proposal.¹)

Item No.	Specified Product or Service	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist ¹	State Name of Catalog/Pricelist	Exceptions to Discount
417	Floor Plan and/or Lot Insurance	Discount (%) off Floor Plan and/or Lot Insurance	Please state the discount (%) off Floor Plan and/or Lot Insurance (dealer inventory vehicles and upfitting vehicles).	_____ %		
418	Extended Service Maintenance Agreements	Discount (%) off Extended Service Maintenance Agreements.	Please state the discount (%) off Extended Service Maintenance Agreements . Catalog/Pricelist MUST be included or proposal will not be considered.	_____ %		

Section III: Freightliner Sprinter Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service

Item No.	Specified Product or Service	Short Description	Full Description	Hourly Labor Rate and Delivery Fee	Detailed Information on Hourly Labor Rate and Delivery Fee	Exceptions to Hourly Labor Rate and Delivery Fee
419	Vehicle Installation or Repair Service	Not to Exceed Hourly Labor Rate for Vehicle Installation or Repair Service	Hourly Labor Rate for Vehicle Installation or Repair Service - State the Not to Exceed hourly labor rate for Installation or Repair Service.	\$ _____/Hour		
420	Paint and Body Repair	Not to Exceed Hourly Labor Rate for Paint and Body Repair	Hourly Labor Rate for Paint and Body Repair - State the Not to Exceed hourly labor rate for Paint and Body Repair.	\$ _____/Hour		
421	Delivery Fee	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles	Per Mile Delivery Fee for Vehicles, Heavy Duty Trucks, or Police Motorcycles - State the Not to Exceed per mile delivery fee for Vehicles.	\$ _____/Mile		

PROPOSAL NOTE

1. Manufacturer specification sheets and upgrade options pricelist are required to be submitted with Proposal



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**THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM No. 4**

**Proposal Invitation No. 601-19
Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**

The following modifications are made to the above referenced Proposal Invitation and shall become a permanent part of the Proposal Invitation document:

PROPOSAL SPECIFICATION FORM(S)

For the following manufacturers, the detailed specifications for base model vehicles/trucks have been added, revised and/or updated.

1. **Isuzu Trucks** – Proposal specifications have been revised to include line item 4A with specified model listed below.

Section I: Isuzu Trucks						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
424	Isuzu	Isuzu Cabover	Isuzu Cabover – NPR-HD 14500 GVW, diesel engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
425	Isuzu	Isuzu Cabover	Isuzu Cabover – NPR-XD 16000 GVW, diesel engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.
426	Isuzu	Isuzu Cabover	Isuzu Cabover – FTR 25950 GVW, diesel engine, complete with all manufacturer's standard equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

2. **Police Motorcycles** - Proposal specifications have been revised to include line item 348A with specified model listed below.

Section III: Police Motorcycles -Honda						
Item No.	Specified Brand and Model	Vehicle Type	Full Description	Base Model Price (Inclusive of all vehicle fees EXCEPT delivery fee)	State Brand and Model	Vehicle Options and Equipment
427	Honda	Honda Gold Wing Police Motorcycle	Honda Gold Wing GL1800B Police Motorcycle - 1833 cc, Horizontally opposed six (6) cylinder, Six speed transmission, ABS braking, Slipper clutch, Cruise control, Apple car play capable, XM weather, radar and traffic capable, equipped with standard police equipment.	\$ _____		Options may be selected by the Cooperative member at the time of order. Vendors must submit all manufacturer upgrade options for this model including alternative fuel equipment (CNG, LPG, Hybrid, etc.) on a separate sheet per Section II of this proposal.

Please sign and return one copy of this addendum with your proposal as verification of your receipt and compliance with the information contained in this addendum.

Company Name: Caldwell Country Chevrolet, LLC

Address: P.O. Box 27 Caldwell, Texas 77836

Signature of Authorized Company Official:  Title: Fleet Director

Telephone Number: 979-567-6116 Date: 8-21-2019

GENERAL MOTORS FLEET



August 23, 2019

Caldwell Country Chevrolet
Caldwell, TX

RE: Letter of Supply

This Letter of Supply is in reference to the offer for Caldwell Country Chevrolet, Caldwell, TX to participate in the bid process for the BuyBoard contract.

GM affirms that Caldwell Country Chevrolet is a GM dealer and is authorized to perform sales, service and parts functions for the GM vehicles they represent. General Motors will supply the dealer product and parts consistent with all other dealers that bid and win state, local or federal government contracts in line with current planned production. Dealers are made aware of GM's production plans, anticipated shortages and interruptions in the normal course of business. GM places the sole responsibility upon GM dealers to communicate and respond to their customers in a timely manner when these interruptions occur, especially if the interruption will impact product that was bid and won for a government contract. In the event production schedules cannot be met, GM makes every effort to supply acceptable substitutions whenever possible.

Sincerely,

A handwritten signature in black ink, appearing to read 'Yuri W. Tello', followed by a diagonal slash.

Yuri W. Tello
Manager, Global Fleet & Government Sales Support
General Motors Fleet

Cc: Bob Wheeler



Texas Department
of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: F138205

GENERAL DISTINGUISHING NUMBER:

P118166

Motorcycle

P48408

Motor Vehicle

P118167X

Utility Trailer/Semi-Trailer

Caldwell Country Chevrolet, LLC

Caldwell Country Chevrolet, Jon Hildebrand's Caldwell Country,
PO BOX 27

CALDWELL, TEXAS BURLESON 77836-0027

EXPIRES: 02-28-2021

PHYSICAL LOCATION:
800 STATE HIGHWAY 21 E

CALDWELL, TEXAS BURLESON 77836-4512

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Chevrolet : AA-Passenger Auto, Chevrolet : LT-Light Truck

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Daniel Avitia

Daniel Avitia, Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.



November 5, 2020

Sent via email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell TX 77836

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor, Contract 601-19 effective December 1, 2019 through November 30, 2020 with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through November 30, 2021.

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

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

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

Sincerely,

Lisa Maraden
Contract Administrator

1st renewal v.02.13.2020



November 1, 2021

Sent via email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell, TX 77836

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor, Contract 601-19, for which the current term is set to expire November 30, 2021. At this time, the BuyBoard is renewing your contract through November 30, 2022. This will be the final renewal of this contract.

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

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

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020



May 12, 2022

Sent via email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell TX 77836

Re: Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract No. 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Contract No. 601-19, Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor, for which the current term is set to expire November 30, 2022. We are writing to inform you that, in accordance with the General Terms and Conditions of the Contract, BuyBoard intends to consider extensions to this contract on a month-to-month basis after the expiration of the current term until a successor contract is awarded.

This letter is not an extension of your contract. Final decisions regarding specific extensions will not be made until closer to contract expiration, and you will be informed at that time of any renewal decision regarding your company's contract. However, as we recognize that vendors may be anticipating release of a new BuyBoard proposal invitation for vehicles, heavy-duty trucks, police motorcycles, parts, and service labor soon, we wanted to reach out now to inform you that issuance of a new proposal invitation will be delayed. In the meantime, all discounts, terms, and conditions of your current contract, including minimum sales requirements for consideration for renewal, remain the same.

If you have questions, please contact me at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBO
TASB Department Director,
Cooperative Operations

October 21, 2022

Sent via email to: aknapp@caldwellcountry.com

Averyt Knapp
Caldwell Country Chevrolet, LLC
P. O. Box 27
Caldwell TX 77836

Re: Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract No. 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Contract No. 601-19, Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor, for which the current term is set to expire November 30, 2022. We previously notified you that, in accordance with the General Terms and Conditions of the Contract, BuyBoard intended to consider extensions to this contract on a month-to-month basis after the expiration of the current term until a successor contract is awarded.

We are writing to inform you that, at this time, BuyBoard is extending your contract on a month-to-month basis beginning December 1, 2022. All discounts, terms, and conditions of your contract will remain the same. If you agree to this extension, there is nothing you need to do. However, if you do not agree to this extension, you must notify me via email at connie.burkett@tasb.org on or before November 30, 2022.

BuyBoard expects to issue a new proposal invitation for Vehicles, Heavy-Duty Trucks, Police Motorcycles, Parts, and Service Labor in 2023. Please keep an eye out for the proposal invitation, as you must submit a proposal to have the opportunity to be considered for award on future contracts. You will be separately notified when your current contract (Contract No. 601-19) expires which in all events, regardless of whether notice is provided or received, shall be no later than the last day before the start date of the successor contract.

If you have questions, please contact me at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,



Connie W Burkett, CTSBO
TASB Department Director,
Cooperative Operations

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR INCREASED COST OF POLICE VEHICLES.

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#62

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 115 – General Fund Tax Note					
<u>Expenditures</u>					
2102	Police	Vehicles	71100	\$10,000	

[To amend the City of Kingsville FY 22-23 budget to appropriate additional funding for increased costs of Police Vehicles. Funding will come from the unappropriated fund balance of the General Fund Tax Note Fund 115.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 12th day of June 2023.

PASSED AND APPROVED on this the 26th day of June 2023.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #36



City Manager's Office

TO: Mayor and City Commissioners

CC:

FROM: City Manager

DATE: June 8, 2023

SUBJECT: Revised Driveway Construction Ordinance

Summary:

During a review of project plans for community and single-family home developments, it became apparent that the current construction standards for driveways within the city limits are limiting.

The current ordinance requires all new construction with off-street parking to have a driveway of concrete only. Based on the nature of homes, their sizes, setback distances and the size of lots, staff determined an adjustment to the ordinance was warranted.

The revised ordinance presented clarifies requirements and standardizes culvert installation in areas where drainage ditches front a property. In addition, the revised ordinance offers other materials in lieu of concrete only for driveway construction, and it further delineates types of construction allowed based on the size of the lot.

Costs:

- a. None

Recommendation:

- a. Recommend Commission Approval



ORDINANCE NO.2023-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER IX, ARTICLE 10-STREETS AND SIDEWALKS, SECTION 22-DRIVEWAY CONSTRUCTION REQUIREMENTS PROVIDING FOR ADDITIONAL CLARIFICATION AND OPTIONS ON DRIVEWAYS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City has not amended the driveway ordinance in over sixty years and different types of development require different provisions to improve construction and the ordinance;

WHEREAS, staff has located some ordinance sections that need to be updated and recommends the adoption of the revisions contained herein to update, clarify, and provide more options regarding driveways within the City;

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

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

I.

THAT Section 9-10-22 of Article 1: Streets and Sidewalk Requirements of Chapter XV, General Regulations, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

§ 9-10-22. - Driveway construction requirements.

(A) No driveway providing access from private property to any public right-of-way or roadway shall be constructed unless a showing is made to the satisfaction of the Planning Department and City Engineer Building Board and a driveway permit is approved and obtained, unless a variance is needed and obtained under § 9-10-23. Driveway construction shall be inspected and approved by the City Inspector. A permit shall not be issued for any driveway opening where it has been found that the proposed use of the driveway would create an extraordinary traffic hazard or would interfere with normal traffic use of the street right of way.

(B)Such approach and driveway shall be in accordance with the following requirements:

(1) No driveway shall have a width ~~measured along the boundary line~~ between the public right-of-way and the private property of more than 35 feet, except that, upon a showing under the provisions of § 9-10-23 ~~hereof~~, such driveway may be not in excess of 45 feet in width.

(2) Every driveway shall be ~~so~~ designed and constructed as to provide for a sidewalk having a minimum width of five feet measured at right angles to ~~the boundary line between~~ the public right-of-way and the private property. Such sidewalk shall be constructed ~~so as~~ to have one edge thereof in line with existing sidewalk, if there be one, and if there be no existing sidewalk, the sidewalk shall be so constructed as to have one edge thereof coinciding ~~with the boundary line between the public right-of-way and the private property line,~~ or in keeping with the general practice established by the existence of sidewalks on a majority of the property within the block where the driveway in question is to be placed.

(a) Except where the curb is a roll type curb, the curb return on all driveways shall have a radius of not less than three feet and the point where the return falls tangent to the curb shall be within the property lines extended of the property which the driveway is designed to service.

~~(3) Except where the curb is a roll type curb the curb return on all driveways shall have a radius of not less than three feet and the point where the return falls tangent to the curb shall be within the property lines extended of the property which the driveway is designed to service.~~

Culvert and Grade Requirements

(a) In rural areas of the city that have drainage ditches, the driveway will be constructed with at least a reinforced concrete pipe (RCP) with a minimum diameter of eighteen (18) inches or of larger diameter as may be required by the depth of the drainage ditch or of a larger size as deemed necessary by the City Engineer.

(b) Placement of the culvert shall in all cases maintain the line and grade of the drainage ditch which driveway is to cross.

(c) No driveway may be constructed without a bulkhead of safety end treatment. Bulkheads must be on both sides of the driveway and must be at least 12" below the bottom of the ditch flow line with a 5.5-inch curb above the driveway grade.

(d) All future maintenance of the driveway and culverts shall be the responsibility and at the expense of the individual property owner. This responsibility includes the requirement to maintain the culvert portion of the driveway free of debris or other foreign matter and at the proper grade to allow proper drainage through the culvert portion of the driveway.

(4) Sidewalks shall be constructed at an elevation ~~so as~~ to provide for a minimum of one-fourth inch per foot fall from the edge of the sidewalk farthest from the property line to the top of the curb; provided that where the established practice in the block of the majority of the existing sidewalks, on the plat approved by the Planning and Zoning Commission for the subdivision, provides

for a roll type of curb the sidewalk shall be constructed so as the edge farthest from the property line shall be at the same grade as the top of the curb.

(5) Where the ramp section of the driveway is to be constructed, the ramp shall reach the grade of the sidewalk at a distance of not less than five feet from the outside edge of the street curb line.

(6) The grade for all curbs, sidewalks, driveways and ramps shall be fixed by the Design Engineer.

~~(7) All driveway approaches, ramps, sidewalks, and curbs constructed in connection therewith shall be constructed of concrete having a minimum of 2,500 psi in 28 days, and shall have a minimum thickness of six inches, except that sidewalks shall have a thickness of four inches and shall have reinforcement consisting of a minimum of six inch by six inch No. 6 wire mesh. Inspection Requirements - No concrete shall be poured until the worksite for the driveway has been inspected and approved as ready to pour by the City Inspector.~~

(8) All driveway approaches, ramps, sidewalks, and curbs constructed in connection therewith shall be constructed as follows:

(a) On lots of 10,000 square feet or less, all driveways shall be constructed of an impervious surface that is concrete having a minimum of 3,000 psi in 28 days, and shall have a minimum thickness of six inches, except that sidewalks shall have a thickness of four inches and shall have reinforcement consisting of a minimum of six inch by six inch No. 6 wire mesh. Upon the City's Engineering Department approval, substitute material for concrete driveways may include stamped concrete, brick, or brick road pavers with a weight loading equivalent or greater than the concrete specifications. No other substitute material is authorized.

(b) For lots greater than 10,000 square feet, the following apply:

(i) The parking pad adjacent to the structure shall be of equal width of the garage and extending to the edge of the impervious surface (for 90 degree garage entrances), or the width of the garage extending outward from the edge of structure for 25' minimum; and shall be constructed of an impervious surface such as concrete having a minimum of 3,000 psi in 28 days, and shall have a minimum thickness of six inches, except that sidewalks shall have a thickness of four inches and shall have reinforcement consisting of a minimum of six inches by six inch No. 6 wire mesh. Upon the City's Engineering Department approval substitute material for the parking pad may include stamped concrete, brick, or brick street pavers with a weight loading equivalent or greater than the concrete specifications.

(ii) All approaches that connect the driveway to existing street pavement shall be concrete only from the edge of street pavement to the private property lot line.

(iii) The driveway area between the parking pad for the structure and the driveway approach connecting to the existing street pavement may be constructed of concrete (same specifications as listed previously in (i) immediately above), stamped concrete, brick, brick street paver, asphalt or other material approved by the City's Engineering Department. All materials must exhibit performance that does not rut or deteriorate that would present an unsightly driveway, and the material must be installed in a manner that prohibits migration to the public right of way and paved streets. Natural earth, limestone, caliche, or other typical fill material, either natural or covered in oil, is not authorized for use as a final grade for any finished driveway.

(iv) Any driveway from edge of structure, to include the parking pad, to the edge of the required concrete driveway approach that has a linear distance of less than 60' shall be constructed of no more than one substitute material other than concrete. For example, a driveway of 60' long will have a concrete apron at the City right of way, and gets one additional option, whether it be stamped concrete, brick, brick street paver, etc. For driveways of 60' or less, it will be unauthorized to have three or more separate materials making up the driveway.

(v) Driveways connecting a parking pad to the public right of way shall be full width construction and not less than 9' in minimum width. No ribbon driveways with center vegetation areas are authorized inside the city limits.

(1962 Code, § 9-2-3)

...

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final

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

IV.

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

INTRODUCED on this the 12th day of June, 2023.

PASSED AND APPROVED on this the 26th day of June, 2023.

Effective Date: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney