

# City of Kingsville, Texas

---

## AGENDA CITY COMMISSION MONDAY, AUGUST 28, 2023 REGULAR MEETING

CITY HALL  
HELEN KLEBERG GROVES COMMUNITY ROOM  
400 WEST KING AVENUE  
4:30 P.M.- Workshop  
5:00 P.M.-Regular Meeting

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

### I. Preliminary Proceedings.

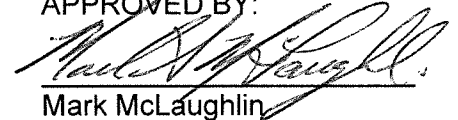
#### OPEN MEETING

##### **CONVENE INTO BUDGET WORKSHOP At 4:30 P.M.:**

Review and discuss proposed fiscal year 2023-2024 budget for departments of the City of Kingsville. (City Manager).

##### **REGULAR MEETING RESUMES AT 5:00 P.M.:**

APPROVED BY:



Mark McLaughlin  
City Manager

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

#### MINUTES OF PREVIOUS MEETING(S)

None.

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

1. Public Hearing on request for an alcohol variance for a Mixed Beverage Permit (MB) and a Food and Beverage Certificate for the establishment known as El Dorado Restaurant #2 Bar, Catering, and Event Center 728 North 14<sup>th</sup> St, Kingsville, TX 78363. (Interim Planning & Development Services Director).

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

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, 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.<sup>3</sup>**

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

#### **V.**

##### **Consent Agenda**

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

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

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

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

1. Consider reappointment of Leo Garcia as the Resident Representative, Erin McClure as the TAMUK Representative, and Kamlesh Bhikha as the Hotel Industry Representative to the Hotel Occupancy Tax Advisory Board each for a two-year term. (Tourism Director).

##### **REGULAR AGENDA**

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

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

2. Consideration and approval of an ordinance authorizing the issuance of "City of Kingsville, Texas Certificates of Obligation, Series 2023A"; entering into a Bond Purchase Agreement and a Paying Agent/Registrar Agreement; and approving all other matters related thereto. (Finance Director).
3. Consider an alcohol variance for a Mixed Beverage Permit (MB) and a Food and Beverage Certificate for the establishment known as El Dorado Restaurant #2 Bar, Catering, and Event Center 728 North 14<sup>th</sup> St, Kingsville, TX 78363. (Interim Planning & Development Services Director).
4. Consider a resolution authorizing the Mayor to execute an Economic Development Grant Letter of Commitment between the City of Kingsville and Angelina Rinche. (Economic Development Director).
5. Consider appointment of Lorette Williams to the Hotel Occupancy Tax Advisory Board for a two-year term as the King Ranch representative. (Tourism Director).
6. Consider awarding RFQ#23-05 for Architectural Services for proposed Fire Station #3, as per staff recommendation, and authorizing staff to negotiate a contract for same. (Purchasing Manager).

7. Consider a resolution authorizing the Parks Director to enter into an Agreement between the City of Kingsville Parks & Recreation and Coastal Bend Bays & Estuaries Program, Inc. for outdoor classroom project. (Parks Director).
8. Executive Session: Pursuant to Section 551.074, of the Texas Open Meetings Act, the City Commission shall convene in executive session to deliberate the duties and compensation of the City Manager, City Attorney, and Municipal Court Judge. (Mayor Fugate).
9. Consider directing staff on compensation for executive level positions for FY2023-2024 budget. (Mayor Fugate).
10. Discussion on proposed Fiscal Year 2023-2024 Budget. (as per budget calendar). (Finance Director/City Manager).

## VII. Adjournment.

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

### NOTICE

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

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

August 23, 2023, at 10:00 A.M. and remained so posted continuously for at least 72 hours proceeding the scheduled 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

# **PUBLIC HEARING(S)**

# **PUBLIC HEARING #1**



---

## MEMO

**Date:** August 22, 2023

**To:** Mayor and City Commissioners

**CC:** Mark McLaughlin, City Manager

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

**Subject:** Request for an alcohol variance for a Mixed Beverage for the establishment known as El Dorado Restaurant #2 Bar, Catering and Event Center Located at 728 North 14<sup>th</sup> St, Kingsville TX. 78363

**Summary:** The establishment owners, through their agent -Alfonso Rodriguez, is requesting this variance for mixed beverage alcohol for the establishment known as El Dorado Restaurant #2 Bar, Catering and Event Center 728 North 14<sup>th</sup> St, Kingsville TX. 78363.

**Background:** The said property is on a C4-Retail and falls within 300-foot boundary of a church in area and therefore would require a variance according to city ordinance, sections 11-3-4&5. Notices have been sent to property owners within the 300-foot radius and notice published in the local newspaper with respect to the public hearing to be held on Monday August 28, 2023, in the city Hall. The planning Department received no feedback.

**Financial impact:** None.

**Recommendation:** Approve the alcohol variance as requested.



# TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texas Helping Businesses & Protecting Communities

received  
11-11-2023

## ON-PREMISE PREQUALIFICATION PACKET

L-ON (5/2021)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule 533.13. Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60 days prior to the issuance of your license/permit. All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website: [www.tabc.texas.gov/laws/code\\_and\\_rules.asp](http://www.tabc.texas.gov/laws/code_and_rules.asp).

### LOCATION INFORMATION

1. Application for: ☒ Original ☐ Add Late Hours Only License/Permit Number  
☐ Reinstatement ☐ Reinstatement and Change of Trade Name License/Permit Number  
☐ Change of Location ☐ Change of Location and Trade Name License/Permit Number

2. Type of On-Premise License/Permit
- |   |   |
|---|---|
| <input type="checkbox"/> BG Wine and Beer Retailer's Permit                       | <input type="checkbox"/> LB Mixed Beverage Late Hours Permit                    |
| <input type="checkbox"/> BE Beer Retail Dealer's On-Premise License               | <input type="checkbox"/> MI Minibar Permit                                      |
| <input type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License         | <input type="checkbox"/> CB Caterer's Permit                                    |
| <input type="checkbox"/> BP Brewpub License                                       | <input checked="" type="checkbox"/> FB Food and Beverage Certificate            |
| <input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats      | <input type="checkbox"/> PE Beverage Cartage Permit                             |
| <input checked="" type="checkbox"/> MB Mixed Beverage Permit                      | <input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB            |
| <input type="checkbox"/> O Private Carrier's Permit -Brewpubs (BP) with a BG only | <input type="checkbox"/> E Local Cartage Permit - Wine/Beer retailers (BG) Only |

3. Indicate Primary Business at this Location
- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Restaurant | <input type="checkbox"/> Sporting Arena, Civic Center, Hotel | <input type="checkbox"/> Bar           |
| <input type="checkbox"/> Grocery/Market        | <input type="checkbox"/> Sexually Oriented                   | <input type="checkbox"/> Miscellaneous |

4. Trade Name of Location (Name of restaurant, bar, store, etc.)  
**EL DORADO RESTAURANT #2 BAR,CATERING AND EVENT CENTER**

5. Location Address  
**728 N 14TH ST**

City <b>KINGSVILLE</b>	County <b>KLEBERG</b>	State <b>TX</b>	Zip Code <b>78363</b>
---------------------------	--------------------------	--------------------	--------------------------

6. Mailing Address <b>728 N 14TH ST</b>	City <b>KINGSVILLE</b>	State <b>TX</b>	Zip Code <b>78363</b>
--	---------------------------	--------------------	--------------------------

7. Business Phone No.	Alternate Phone No. <b>361-563-5716</b>	E-mail Address <b>eldoradomexfood@gmail.com</b>
-----------------------	--	--

8. Type of Owner
- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Individual                    | <input checked="" type="checkbox"/> Corporation    | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other                  |
| <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Joint Venture             |   |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Trust                     |   |

9. Owner of Business/Applicant (Name of Corporation, LLC, etc.)  
**EL DORADO BAR AND MEETING CENTER INC**

### PRIMARY CONTACT INFORMATION

10. Contact Person: <b>ALFONSO RODRIGUEZ</b>	Relation to Business: <b>CONSULTANT</b>
Phone (mandatory): <b>361-884-5499</b>	Email (mandatory): <b>consultalfonso@yahoo.com</b>



CITY OF  
**KINGSVILLE**  
MEMORANDUM

DATE

Friday, July 12, 2023

TO

Mary Valenzuela, City Secretary

FROM

Engineering Department

SUBJECT

Alcohol License for 728 N 14<sup>th</sup> St

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 728 N 14<sup>th</sup> St, we have concluded that the property in question does fall within the 300 ft boundary of 1 church ; therefore, it will require a variance according to City Ordinance sections 11-3-4&5.

Notices must be sent to the property owners within the 300 foot boundary and a public hearing and publication in the local newspaper is required.

Thank you,

Engineering Department

**Attachment 1** shows the property and the relative location of the 1 church; suspected to be close to the property. Jesus Christ is the Answer Church is within the 300 foot boundary.

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

## Mary Valenzuela

---

**From:** Mary Valenzuela  
**Sent:** Tuesday, July 11, 2023 4:53 PM  
**To:** Rutilio "Rudy" Mora  
**Cc:** Tanya Colin  
**Subject:** Alcohol Application - El Dorado Restaurant #2 Bar, Catering, and Event Center  
**Attachments:** Alcohol Application - El Dorado Restaurant #2-71123.pdf

Good afternoon Rudy,

Attached is an alcohol application for El Dorado Restaurant #2 Bar, Catering, and Event Center located at 728 N. 14<sup>th</sup> Street, Kingsville, TX 78363. Please have someone from your staff verify if this location complies with all city ordinances and state requirements. As per City Ordinance § 11-3-4, which was adopted on April 9, 2018, the sale of alcoholic beverages by a dealer whose place of business is within 300 feet of a church or public hospital or within 300 feet of a public or private school, daycare or childcare facility is prohibited, unless a variance is obtained from the City Commission.

Thanks in advance.

Thank you,  
Mary Valenzuela, TRMC, CMC  
City Secretary  
400 W. King Ave./P.O. Box 1458  
Kingsville, Texas 78364  
Home Rule, pop. 26,213  
Office: (361) 595-8002  
Fax: (361) 595-8024



### ATTENTION PUBLIC OFFICIALS:

A "Reply to All" of this email could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

*This message (including any attachments) may contain confidential, proprietary, privileged and/or private information. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.*

Jesus Christ Is The Answer To The World-General  
Counsel INC  
813 N 14<sup>th</sup> St  
Kingsville, TX 78363  
#15708

Orta Rodolfo M  
Etux Maria L  
PO Box 297  
Kingsville, Tx 78364  
#22354

Garza Sylvia  
710 Wilson  
Kingsville, Tx 78363  
#14868

Perez Anita Sylvia  
Etal  
1019 E Nettie Ave  
Kingsville, TX 78363-4003  
#11406

Orta Maria  
1603 E Lott  
Kingsville, Tx 78363  
#21588

Ramirez Miguel  
Etux Berenice  
PO Box 5060  
Kingsville, Tx 78364-5060  
#16018

Perez Anita Sylvia  
Etal  
1019 E Nettie Ave  
Kingsville, TX 78363-4003  
#13015

Espinoza Gilbert  
1012 E Ella Ave  
Kingsville, Tx 78363-4043  
#20815

Trevino Yolanda A (Life Est)  
Vilma T Castillo Etal  
1027 E Ella Ave  
Kingsville, Tx 78363-4042  
#15674

Perez Anita Sylvia  
Etal  
1019 E Nettie Ave  
Kingsville, TX 78363-4003  
#13848

Alcaraz Daniel  
Etux Maria Margarita  
1018 E Ella  
Kingsville, Tx 78363  
#20027

Garza Sylvia Anita  
1029 E Ella  
Kingsville, Tx 78363  
#23998

Perez Anita Sylvia  
Etal  
1019 E Nettie Ave  
Kingsville, TX 78363-4003  
#14629

Soliz Ruben G  
Etux Martha Ida  
1624 N Armstrong Ave  
Kingsville, Tx 78363-3021  
#30946

Klecak Maria Rios  
1031 E Ella Ave  
Kingsville, Tx 78363-4042  
#16418

Perez Anita Sylvia  
Etal  
1019 E Nettie Ave  
Kingsville, TX 78363-4003  
#15414

Ramirez Miguel  
Etux Berenice  
PO Box 5060  
Kingsville, Tx 78364-5060  
#18479

Figueroa Daniel L  
Etux Esther M  
909 Vosler Loop  
Lackland AFB, Tx 78227  
#18357

Nunez Cylinda  
143 N County Road 1060  
Kingsville, TX 78363  
#24535

Ramirez Miguel  
Etux Berenice  
PO Box 5060  
Kingsville, Tx 78364-5060  
#18334

Rod's Commercial Rentals LLC  
627 N 14th St  
Kingsville, Tx 78363  
#15658

Loza Daniella  
1705 Santa Maria  
Kingsville, TX 78363  
#25737

Munoz Rachel  
12508 Emerald Oaks Dr  
Austin, Tx 78739  
#10435

Ramirez Miguel  
Etux Berenice  
PO Box 5060  
Kingsville, Tx 78364-5060  
#16625

Cazares Eliu Ricardo  
1613 Del Rio Blvd  
Eagle Pass, Tx 78852-3411  
#18602

Quintanilla Baldemar H  
Etux Rosacena Est  
302 E CR 2140  
Kingsville, Tx 78363-8852  
#13249

Ramirez Miguel  
And Berenice Ramirez  
4000 S Brahma Blvd  
Apt D5  
Kingsville, Tx 78363-7445  
#18517

SC Construction LLC  
PO Box 197  
La Blanca, Tx 78558-0197  
#11651

Galindo Frank J Jr  
Etux Mary Jane  
631 E D Ave  
Kingsville, Tx 78363-3925  
#14074

Colunga Francisco M Est  
Etux Consuelo R  
1016 E Santa Gertrudis St  
Kingsville, Tx 78363-4701  
#17875

**Cruz Sandra  
1020 E Santa Gertrudis St  
Kingsville, Tx 78363  
#17260**

**Cruz Sandra R  
Etvir Cruz Jose Luis  
1020 E Santa Gertrudis St  
Kingsville, Tx 78363-4701  
#25521**

**Mendez Noe  
1030 E Santa Gertrudis St  
Kingsville, Tx 78363-4701  
#17174**

**Ramirez Margarita S  
803 Hercules Dr  
Bishop, Tx 78343  
#24767**

**Rod's Commercial Rentals LLC  
627 N 14<sup>th</sup> St  
Kingsville, Tx 78363  
#25886**

**J N H Enterprises INC  
626 N 14<sup>th</sup> St  
Kingsville, Tx 78363-4775  
#12540**

**Samudia Bartola  
1034 E Santa Gertrudis St  
Kingsville, Tx 78363-4701  
#18660**

**Kleberg County  
PO Box 72  
Kingsville, Tx 78364-0072  
#11187**

Sample  
Letter

August 15, 2023

Quintanilla Baldemar H  
Etux Rosaena Est  
302 E CR 2140  
Kingsville, Tx 78363-8852  
#13249

Dear Property Owner,


The City Commission of the City of Kingsville will hold a Public Hearing **Monday August 28**, at 5:00 p.m.  
at the Helen Kleberg Groves Community Room, located at City Hall,  
400 W. King, Kingsville Texas. The following item will be heard:

**Request for an alcohol variance for a Mixed Beverage Permit and Food and Beverage Certificate for the establishment known as El Dorado Restaurant #2 Bar, Catering and Event Center at 728 North 14th St, Kingsville TX. 78363.**

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you,

Yours Sincerely,



**Kobby Agyekum**  
Interim Director of Planning & Development Services

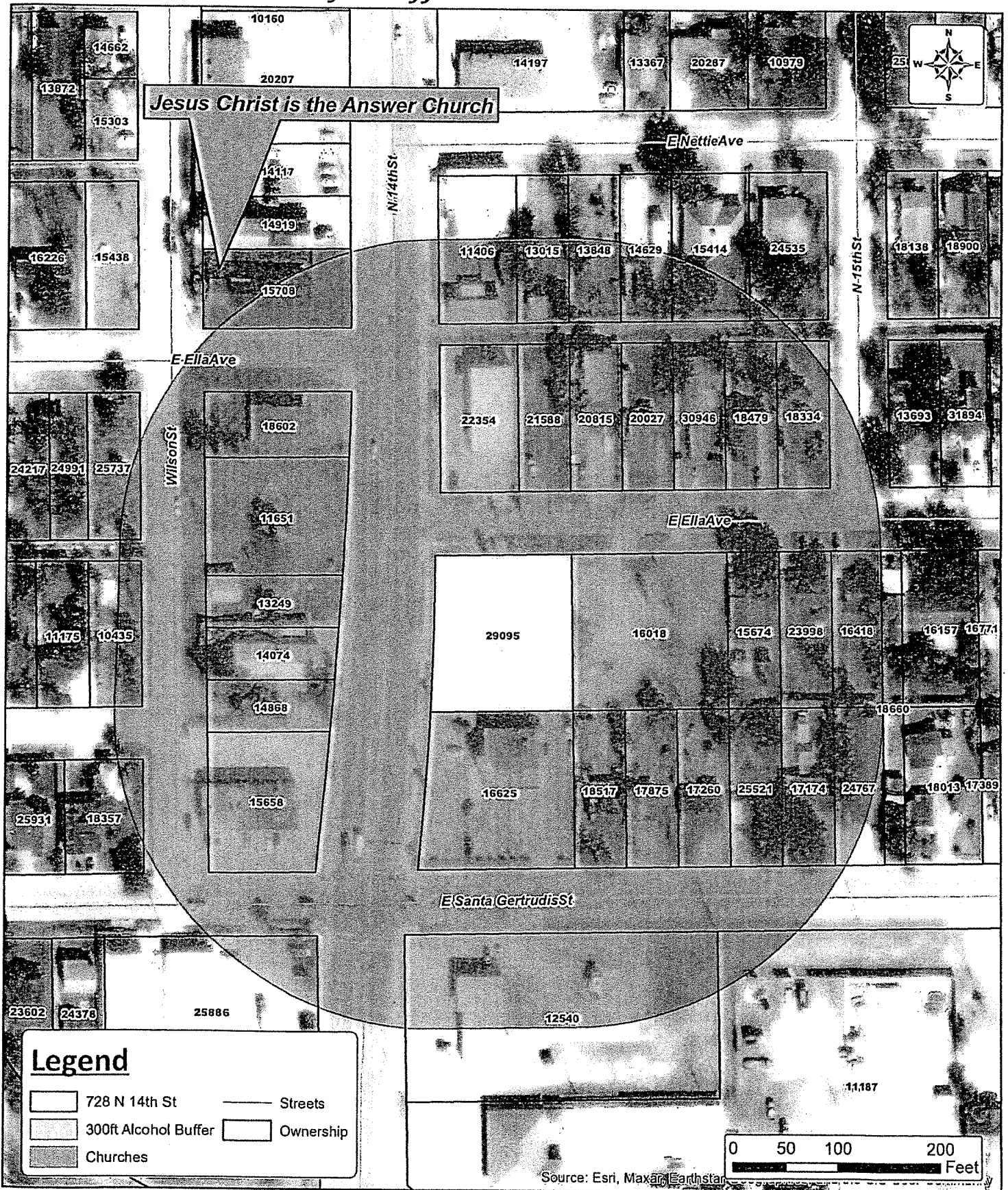
### **PUBLIC HEARING NOTICE**

The City Commission of the City of Kingsville will hold a Public Hearing Monday, August 28, 2023, at 5:00 P.M. to discuss and/or take action on the following item:

**Request for an alcohol variance for a Mixed Beverage Permit and Food and Beverage Certificate for the establishment known as El Dorado Restaurant #2 Bar, Catering and Event Center at 728 North 14<sup>th</sup> St, 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.

# 300ft Buffer at 728 N 14th St



Page:  
1 / 2

Drawn By: G. AMAYA

Last Update: 7/12/2023

Note: Ownership data is labeled with their PROP ID's.

DISCLAIMER:  
THIS MAP IS FOR VISUAL PURPOSES ONLY.  
THE INFORMATION ON THIS SHEET MAY  
CONTAIN INACCURACIES OR ERRORS.  
THE CITY OF KINGSVILLE IS NOT  
RESPONSIBLE IF THE INFORMATION  
CONTAINED HEREIN IS USED FOR ANY  
DESIGN, CONSTRUCTION, PLANNING, BUILDING,  
OR ANY OTHER PURPOSE.



**CITY OF KINGSVILLE**  
**ENGINEERING DEPARTMENT**  
400 W King Ave; Kingsville, TX 78363  
Office: (361) 595-8007  
Fax: (361) 595-8064

# County defends bid approvals, request more bidding activity

By JT Strasner  
Editor

County commissioners spent a portion of Monday's regular meeting defending the system used to award recent bids for county projects.

One of the first agenda items was awarding a contract in the amount of \$517,542 to Jose Graveley Construction for Sea Wind RV Resort improvements.

During discussion, Commissioner David Rosse said he'd fielded some phone calls asking why county bids seemed to be awarded to some of the same companies, recently.

"This is in no way an indictment of Jose Graveley, as they do a good job," he said. "But the concern some people have is 'why only one bid?'"

County Judge Rudy Madrid said the invitation for bids of each project appears on the first page of the county's web site, and is also published in the Kingsville Record.

"It's the same way the county has been doing it for 20 years," Madrid said.

The judge added that many local contractors seem to be busy with other projects, as well as hamstrung by lack of workforce, especially during the heat of the summer. He added that he preferred local projects be bid upon by local contractors as opposed to going out of county.

Madrid said many projects have only received a single bid, forcing the county's hand.

"There's just been a lot of people asking," Rosse said.

"Well, have them bid on it," Madrid replied.

"We're not doing anything under the table," Commissioner Chuck Schultz said. "I don't know any other way to handle things other than how we're currently doing it, asking for bids."

Madrid added that the Sea Wind RV Park

has the potential to be a revenue-generating project.

The bid was approved by commissioners 5-0. The project will be funded by GOMESA grants, part of a settlement from the Deepwater Horizon oil spill.

In other business, commissioners approved a measure to seek a new EMS services contract. Madrid said the current service provider increased the rate from \$400,000 annually to almost \$1 million.

"Costs have gone up across the state, not just here," he said.

Commissioners also approved acceptance of a \$50,533 grant from the Barbara Bush Houston Literacy Foundation for improvements to the local library.

Kristen Flores of the county library said the funds will be used to purchase 10 notebook

computers, 18 chrome books, training for staff, and other upgrades.

Flores said the number of local visitors has gone up recently and she expects the grant-funded improvements to add to even more interest.

Commissioners also approved a measure to create a line item in the fire department's budget, to cover expenses from a pair of large wildfires, including one on King Ranch property over the weekend.

Madrid praised local and regional fire officials for their handling of the blaze, which threatened to spread beyond county lines.

The Texas Strikeforce and Air Assault units were called in to assist as well, as more than 100 firefighters helped battle the blaze.

"It was bad, but could have been a lot worse," Madrid said. "Those guys did an amazing job."

Commissioners also approved a bid of \$43,881 to TJ Electric for lighting fixtures and installation at the Riviera Park Gazebos.



COUNTY OF KLEBERG  
KINGSVILLE, TEXAS

## Shooting

CONTINUED FROM PAGE 1

legedly began shooting at the 23-year-old male.

The 74-year-old male was struck in the neck as he sat in the driver's seat. He continued driving but stopped on S. 14th Street, where medical aid was summoned. There were no other injuries.

Perez and two others were located at an apartment in the 1500 block of E. Corral Avenue. Perez was taken into custody, confessed to being the shooter and was booked into the Kleberg County Jail, for two counts of aggravated assault. The victim was transported to Christus Spohn Hospital-Kleberg, before being transported by Halo Flight, to Christus Spohn Hospital-Shoreline.

He is in stable condition at the time of the press release.

Two others were detained and questioned at the apartments. One of them, Laiylah Salazar (18), was arrested for city and county warrants, and for possession of marijuana, less than two ounces. A search warrant was served on the apartment in which the three were in. There is no information available on the results of that search warrant. If anybody has information on this case, please contact the Kingsville Police Department at 361-592-4311, or contact Kingsville Crime Stoppers at 361-592-INFO (4636). The investigation continues.

## Swearing In

CONTINUED FROM PAGE 1

KPD," Chief Lile said.

That training included becoming certified with tactical batons, tasers, handcuffing techniques, traffic control, qualifying at the shooting range, active shooter training, and even lighting a black belt in Jiu Jitsu.

Chief Lile congratulated the newly sworn officers and called for their family members to come up and pin their badges on them.

After the badge pinning, Placido Hinojosa, who had just been sworn in, asked his fiancé to come up to the front. Officer Hinojosa then got down on one knee and proposed to Hannah Gillett who immediately said yes. It was the first time a marriage proposal has ever happened at a swearing in ceremony. The crowd cheered all of the new officers and the newly engaged couple.

All seven officers reported for duty on Sunday. They will each be assigned to an FTO (Field Training Officer), where they will be monitored and evaluated daily on their progress and development over the next four months. They will be required to go through an observation phase, then a 25% phase where they will handle 25% of the work-

load and their FTO will handle 75%. From there they will move to 50% and then 75% phases. In the end they will move into the 100% and ghost phase where they will handle all of the workload on their own. If they are successful, they will be handed the keys to their own police unit and begin patrolling on their own.



## PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, August 28, 2023, at 5:00 P.M. to discuss and/or take action on the following item:

**Request for an alcohol variance for a Mixed Beverage Permit and Food and Beverage Certificate for the establishment known as El Dorado Restaurant #2 Bar, Catering and Event Center at 728 North 14th St, 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.

## ?? TRIVIA ?? HOW SMART ARE YOU?

- Think you know something about everything?
- What do you know about our area?

**Play Kingsville Trivia brought to you by Harrel's Pharmacy!**

### Questions:

1. Which city had the world's first paved streets?
2. How many U.S. States border the Gulf of Mexico?
3. What is the minimum age to be elected U.S. President?
4. Which President was on the \$5,000 bill?
5. Which President was once a high school cheer leader?
6. How many pairs of cranial nerves are in the body?
7. What is the largest internal organ?
8. What is "Bovine Spongiform Encephalopathy," more commonly known as?
9. What is the medical condition "Synchronous Diaphragmatic Flutter," more commonly known as?
10. Who said it? "Insanity: doing the same thing over and over again and expecting different results."

(Answers will be in the next issue)

### HOW SMART ARE YOU:

- 9-10. Okay Einstein, quit bragging
- 7-8. Pick up your PhD at TAMUK
- 5-6. You are on your way to your B.S. degree
- 3-4. Do not skip any more school
- 2 or less--don't leave home without a chaperon

For all your pharmacy needs, contact Harrel's. Lots of great items and downtown Kingsville's best eats!

**Harrel's**  
Kingsville Pharmacy  
204 E. Kleberg • Kingsville, Tx  
(361) 592-3354

## TRIVIA ANSWERS

**Aug. 3, 2023 issue**

- |                     |                          |
|---------------------|--------------------------|
| 1. 1963             | 6. Van Pelt              |
| 2. Nadia Comaneci   | 7. To Kill a Mockingbird |
| 3. US Naval Academy | 8. Katie                 |
| 4. Fridrich         | 9. Kazakhstan            |

## Kingsville Independent School District Career and Technical Education Department Public Notification of Nondiscrimination In Career and Technical Education Programs

Kingsville Independent School District offers Career and Technical Education Programs in Agriculture, Food and Natural Resources, Arts, Audio/Visual Technology, Business, Marketing, and Finance, Education & Training, Health Science, Transportation, Distribution and Logistics, Science, Technology, Engineering, and Mathematics.

Admission to these programs are based on interest and aptitude, age appropriateness, prerequisites and activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended. Kingsville Independent School District will take steps to ensure the lack of English Language Skills will not be a barrier to admission and participation in all education and Career and Technical Education Programs.

For information about your rights or grievance procedures, contact Dr. Juan Sandoval, Kingsville Independent School District Assistant Superintendent of Support Programs at 207 N 3rd St. Kingsville, TX, 361-592-3387.

Nondiscrimination: The Kingsville Independent School District does not discriminate on the basis of race, color national origin, sex and handicap, in its Career and Technical Education Programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as Amended.

## Distrito Escolar Independiente de Kingsville Departamento de Educación Técnica y Profesional Notificación Pública de No Discriminación En programas de educación Profesional y Técnica

El Distrito Escolar Independiente de Kingsville ofrece programas de educación profesional y técnica en agricultura Alimentos y Recursos Naturales, Artes, Tecnología Audiovisual, Negocios, Marketing y Finanzas, Educación y Capacitación, Ciencias de la Salud, Transporte, Distribución y Logística, Ciencia, Tecnología, Ingeniería y Matemáticas.

La admisión a estos programas se basa en el interés y la aptitud, la edad apropiada, los requisitos previos y las actividades requeridas por el Título VI de la Ley de Derechos Civiles de 1964, enmendada; Título IX de las Enmiendas Educativas de 1972; y la Sección 504 de la Ley de Rehabilitación de 1973, en su forma enmendada. El Distrito Escolar Independiente de Kingsville tomará medidas para garantizar que la falta de habilidades en el idioma inglés no sea una barrera para la admisión y participación en todos los Programas Educativos y de Educación Técnica y Profesional.

Para obtener información sobre sus derechos o procedimientos de queja, comuníquese con el Dr. Juan Sandoval, Superintendente Asistente de Programas de Apoyo del Distrito Escolar Independiente de Kingsville en 207 N 3rd St. Kingsville, TX, 361-592-3387.

No discriminación: El Distrito Escolar Independiente de Kingsville no discrimina por motivos de raza, color, origen nacional, sexo y discapacidad, en sus Programas, servicios o actividades de Educación Técnica y Profesional, según lo exige el Título VI de la Ley de Derechos Civiles de 1964, como enmendada; Título IX de las Enmiendas de Educación de 1972; y



Save and Close



Print Receipt



Email Receipt



Void Receipt



Print Screen



Help

Receipt Number: R02056119

## General

Packet

## Transactions

Batch

B00020303 - 07-18-2023 to

## Payments

Operator

TC - THERESA CAVAZOS

## Journal

Terminal

15 - THERESA CAVAZOS

## Documents

Taken By

Theresa Cavazos

Vendor

## Amount Details

Total Applied 250.00

Total Tendered 250.00

Change 0.00

## Profile Information

Performed By

Date Performed

Create

Theresa Cavazos

7/19/2023 3:17 PM

Void

Burn

# **CONSENT AGENDA**

# **AGENDA ITEM #1**

## **CITY OF KINGSVILLE**

---



P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

**Date:** August 16, 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.

Three members of the board who are up for reappointment have agreed to serve another two-year term.

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

- Leo Garcia, City of Kingsville Resident Representative. Garcia lives in the city and owns and operates the Silver Spur.
- Erin McClure, M. Ed., TAMUK Representative. McClure serves as Director of Student Activities for the university.
- Kamlesh Bhikha, Hotel Industry Representative. Bhikha is the Quality Inn Owner.

One board member has resigned, his letter of resignation is attached. In his place, City Manager Mark McLaughlin is making the following recommendation for HOT Board Advisory Board appointment:

- Lorette Williams, King Ranch Representative. Williams is the Director of Hospitality and Community Services. She will replace Chris Maher of the King Ranch.

# **REGULAR AGENDA**

# **AGENDA ITEM #2**

---

ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF KINGSVILLE,  
TEXAS CERTIFICATES OF OBLIGATION, SERIES 2023A"; ENTERING INTO A  
BOND PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR  
AGREEMENT; AND APPROVING ALL OTHER MATTERS RELATED THERETO

---

**ORDINANCE NO. 2023-\_\_**

**ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF KINGSVILLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2023A”; ENTERING INTO A BOND PURCHASE AGREEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; AND APPROVING ALL OTHER MATTERS RELATED THERETO**

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

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

WHEREAS, the City Commission has heretofore, on June 12, 2023 passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates, which notice has been duly published in *The Kingsville Record*, which is a newspaper of general circulation in the City, in its issues of June 22, 2023, and June 29, 2023, the date of the publication being at least 45 days prior to the tentative date stated in the notice for passage of this Ordinance;

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

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

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

**Section 1. Authorization of the Certificates.** There is hereby authorized to be issued and delivered, a series of certificates of obligation of the City, to be known as “CITY OF KINGSVILLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2023A” (the “Certificates”), in the original aggregate principal amount of \$\_\_\_\_\_ for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, specifically: (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: consultants, engineering, financial advisory, and legal).

**Section 2. Date, Denominations, Numbers, and Maturities of the Certificates.** The Certificates shall be dated as of August 15, 2023 (the “Dated Date”) shall be in denominations of \$5,000 each or any integral multiple thereof, shall be numbered I-1 for the Initial Certificate and consecutively from R-1 upward for the definitive certificates and shall mature on August 1 in each of the years as provided below unless theretofore called for redemption prior to maturity in accordance with the provisions of the Form of the Certificates contained in Section 3 hereof, and the Certificates shall bear interest at the rates per annum shown below from the date of initial delivery and payable on February 1, 2024 and on each August 1 and February 1 thereafter through the respective maturity date or earlier redemption, to wit:

Years of Stated Maturity (August 1)	Principal Installment	Interest Rate (%)	Years of Stated Maturity (August 1)	Principal Installment	Interest Rate (%)
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030			2040		
2031			2041		
2032			2042		
2033			2043		

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

FORM OF CERTIFICATES

[FORM OF DEFINITIVE CERTIFICATES]

NUMBER  
R- \_\_\_\_\_  
REGISTERED

DENOMINATION  
\$ \_\_\_\_\_  
REGISTERED

United States of America  
State of Texas  
CITY OF KINGSVILLE, TEXAS  
CERTIFICATE OF OBLIGATION,  
SERIES 2023A

INTEREST <u>RATE</u>	MATURITY <u>DATE</u>	DATED <u>DATE</u>	DELIVERY <u>DATE</u>	<u>CUSIP NO.</u>
		August 15, 2023	September 27, 2023	496782

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ (\$ \_\_\_\_\_)

THE CITY OF KINGSVILLE, TEXAS (the "Issuer" or the "City"), being a municipal corporation and a political subdivision of the State of Texas, promises to pay to the Registered Owner,

specified above, or registered assigns (the "Owner"), on the Maturity Date, specified above, upon presentation and surrender of this Certificate at the designated payment office of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Houston, Texas, or its successor (the "Paying Agent/Registrar"), the Principal Amount, specified above, in lawful money of the United States of America, and to pay interest thereon at the Interest Rate, specified above, calculated on the basis of a 360-day year of twelve 30-day months, from the Delivery Date, specified above. Interest on this Certificate is payable by check payable on February 1, 2024 and on each August 1 and February 1 thereafter, mailed to the Owner of record as shown on the books of registration kept by the Paying Agent/Registrar, as of the date which is the 15th calendar day of the month next preceding the interest payment date (the "Record Date"), or in such other manner as may be acceptable to the Owner and the Paying Agent/Registrar.

THIS CERTIFICATE is one of a series of Certificates (the "Certificates") dated as of the Dated Date, of like designation, date, and tenor, except as to number, interest rate, denomination, and maturity issued pursuant to the authorizing ordinance adopted by the City Commission of the City on August 28, 2023 (the "Ordinance"), in the original aggregate principal amount of \$\_\_\_\_\_ for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, specifically: (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: consultants, engineering, financial advisory, and legal).

THE CITY RESERVES THE RIGHT to redeem the Certificates maturing on or after August 1, 20\_\_, in whole or in part, on August 1, 20\_\_ or on any interest payment date thereafter. Such optional redemption shall be at a redemption price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the particular Certificates to be redeemed shall be selected by the City in integral multiples of \$5,000 within any one maturity. If less than all of the Certificates of a certain maturity are to be redeemed, the particular Certificate or portions thereof to be redeemed will be selected by the Paying Agent/Registrar by such random method as the Paying Agent/Registrar shall deem fair and appropriate.

THE CERTIFICATES MATURING ON AUGUST 1, 20\_\_, AND AUGUST 1, 20\_\_ (the "Term Certificates") shall be subject to mandatory sinking fund redemption, in whole or in part (at redemption price equal to the principal amount thereof and any accrued interest thereon to the date set for redemption), on August 1 in each of the years and in the amounts set forth below:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____

\*Final Maturity

THE PRINCIPAL AMOUNT OF A TERM CERTIFICATE for a stated maturity required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of the Term Certificate of like stated maturity which, at least 50 days prior to the mandatory redemption date, (i) shall have been defeased or acquired by the City and delivered to the Paying Agent/Registrar at the request of the City, or (ii) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF A CERTIFICATE subject to redemption is in a denomination larger than \$5,000, a portion of such Certificate may be redeemed, but only in integral multiples of \$5,000. Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered.

NOTICE OF REDEMPTION shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the Owner of each Certificate, or portion thereof to be redeemed, at its address as it appeared on the Register on the close of business or the business day next preceding the date of mailing such notice; provided, however, that the failure to send, mail, or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for this Certificate or the portion hereof which is to be so redeemed, plus accrued interest thereon to the date fixed for redemption. If such notice of redemption is given, and if due provision for such payment is made, all as provided above, this Certificate, or the portion thereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded as being outstanding except for the right of the Owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Register all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance. Capitalized terms used herein have the same meanings assigned in the Ordinance.

With respect to any optional redemption of the Certificates, unless the Paying Agent/Registrar has received funds sufficient to pay the principal and premium, if any, and interest on the Certificates to be redeemed before giving of a notice of redemption, the notice of redemption may state the City may condition redemption on the receipt by the Paying Agent/Registrar of such funds on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, that the Certificates have not been redeemed.

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

the Ordinance for provisions with respect to the custody and application of the City's funds, remedies in the event of a default hereunder or thereunder, and the other rights of the Owner. By acceptance of this Certificate, the Owner consents to all of the provisions of the Ordinance, a certified copy of which is on file in the office of the City Secretary.

IF THE DATE for the payment of the principal of or interest on the Certificates shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding business day; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE IS TRANSFERABLE OR EXCHANGEABLE only upon presentation and surrender at the designated payment office of the Paying Agent/Registrar. If this Certificate is being transferred, it shall be duly endorsed for transfer or accompanied by an assignment duly executed by the Owner, or his authorized representative, subject to the terms and conditions of the Ordinance. If this Certificate is being exchanged, it shall be in the principal amount of \$5,000 or any integral multiple thereof, subject to the terms and conditions of the Ordinance.

The Owner of this Certificate shall be deemed and treated by the City and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Certificate to the extent of such payment, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

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

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

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

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

CITY OF KINGSVILLE, TEXAS

/s/ Mary Valenzuela  
City Secretary

/s/ Sam R. Fugate  
Mayor

(CITY SEAL)

\* \* \*

FORM OF STATEMENT OF INSURANCE

\_\_\_\_\_, (“\_\_\_\_\_”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Certificate to U.S. Bank Trust Company, National Association, Houston, Texas, or its successor, as paying agent for the Certificates (the “Paying Agent”) as trustee for the Certificates (the “Trustee”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from \_\_\_\_\_ or the Paying Agent. All payments required to be made under the policy shall be made in accordance with the provisions thereof. By its purchase of these Certificates, the owner acknowledges and consents to the subrogation and all other rights of \_\_\_\_\_ as more fully set forth in the Policy.

\* \* \*

FORM OF AUTHENTICATION CERTIFICATE

AUTHENTICATION CERTIFICATE

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

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

Registration Date: \_\_\_\_\_ By \_\_\_\_\_  
Authorized Signature

\* \* \*

FORM OF ASSIGNMENT

ASSIGNMENT

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

/ \_\_\_\_\_

(Please insert Social Security or Taxpayer  
Number of Transferee)

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

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

Dated: \_\_\_\_\_

Signature Guaranteed:

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

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

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

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

UNIF GIFT MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

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

\* \* \*

[FORM OF INITIAL CERTIFICATE]

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

NO. I-1

\$ \_\_\_\_\_

United States of America  
State of Texas  
CITY OF KINGSVILLE, TEXAS  
CERTIFICATE OF OBLIGATION, SERIES 2023A

DATED DATE: AUGUST 15, 2023

DELIVERY DATE: SEPTEMBER 27, 2023

REGISTERED OWNER: SAMCO CAPITAL MARKETS, INC.

PRINCIPAL AMOUNT: \_\_\_\_\_ AND NO/100 DOLLARS  
(\$ \_\_\_\_\_)

THE CITY OF KINGSVILLE, TEXAS (the "City"), for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner, specified above, or the registered assigns thereof (the "Owner"), the Principal Amount, specified above, with principal installments payable on August 1 in each of the years, and bearing interest at per annum rates in accordance with the following schedule:

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

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

INTEREST on the unpaid Principal Amount hereof from the Delivery Date, specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for shall be paid computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 1 and August 1 of each year, commencing February 1, 2024.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The final payment of principal of this Certificate shall be paid to the Owner hereof upon presentation and surrender of this Certificate at final maturity, at the designated payment office of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Houston, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of principal installments and interest on this Certificate shall be made by the Paying Agent/Registrar to the Owner hereof as shown by the Registration Books kept by the Paying Agent/Registrar at the close of business on the Record Date by check drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, postage prepaid, on each such payment date, to the registered owner hereof at its address as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The record date for determining the person to whom payments hereon shall be

made (the "Record Date") means the 15th calendar day of the month preceding a scheduled payment. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new Record Date for such payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment thereof have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due payment (the "Special Payment Date", which shall be 15 calendar days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of the Owner appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. The City covenants with the Owner that no later than each principal installment payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due, in the manner set forth in the ordinance authorizing the issuance of the Certificates adopted by the City Commission of the City on August 28, 2023 (the "Ordinance").

\* \* \*

FORM OF REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

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

WITNESS my signature and seal of office this \_\_\_\_\_.

(COMPTROLLER'S SEAL)

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

\* \* \*

[END OF FORMS]

In case any officer of the City whose manual or facsimile signature shall appear on any Certificate shall cease to be such officer before the delivery of any such Certificate, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery. Any Certificate which bears the facsimile signature of such person who at the actual time of the delivery of such Certificate shall be an officer authorized to sign such Certificate, but who at the date of such Certificate was not such an officer, shall be validly and sufficiently signed for all purposes as if such person had been such officer at the date of such Certificate. The City authorizes the printing of a true and correct copy of an opinion of Winstead PC, Bond Counsel, relating to the validity and enforceability of the Certificates under Texas law and the status of interest on the Certificates under federal income tax laws on the reverse side of each of the Certificates over a certificate of identification executed by the facsimile signature of the City Secretary, and also authorizes the imprinting of CUSIP (the American Bankers Association's Committee on Uniform Securities Identification Procedures) numbers on the Certificates; provided, however, that the failure of such

opinion, certificate, or CUSIP numbers to appear on any Certificate, or any errors therein, or in any part of the Certificate the form of which is not included in this Ordinance, shall in no way affect the validity or enforceability of the Certificates or relieve the Initial Purchaser of its obligation to accept delivery of and pay for the Certificates.

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

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

“Certificates” means any Certificate or Certificates or all of the Certificates, as the case may be, of that series styled “City of Kingsville, Texas Certificates of Obligation, Series 2023A” in the original aggregate principal amount of \$ \_\_\_\_\_ authorized by this Ordinance.

“Code” means the Internal Revenue Code of 1986, as amended.

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

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

“Initial Purchaser” means SAMCO Capital Markets, Inc.

“Insurer” means \_\_\_\_\_, (“\_\_\_\_\_”), a New York stock insurance company, or any successor thereto or assignee thereof.

“Interest Payment Date” means when used in connection with any Certificate, shall mean February 1, 2024 and on each August 1 and February 1 thereafter until maturity or earlier redemption of such Certificate.

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

“Net Revenues” means the gross revenues of the System less the expense of operation and maintenance thereof, including all salaries, labor, materials, interest, repairs, and extensions necessary to render efficient service; provided, however, that only such repairs and extensions as in the judgment of the City Commission, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet

some physical accident or condition which would otherwise impair the security of any bonds payable from and secured by a lien on the Net Revenues of the System shall be deducted in determining "Net Revenues."

"Ordinance" means this "Ordinance Authorizing the Issuance of 'City of Kingsville, Texas Certificates of Obligation, Series 2023A' and Approving All Other Matters Related to the Issuance of the Certificates of Obligation" adopted by the City Commission on August 28, 2023.

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

"Parity Bonds Ordinances" means the ordinances authorizing the City's bonds payable from a first lien on the Net Revenues and any additional bonds as defined therein.

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

"Paying Agent/Registrar Agreement" means the agreement dated as of August 15, 2023, between the Paying Agent/Registrar and the City relating to the registration, authentication, and transfer of the Certificates, substantially in the form attached hereto as Exhibit "A".

"Policy" means the insurance policy issued by the Insurer (defined below) guaranteeing the scheduled payment of principal of and interest on the Certificates.

"Record Date" means the date for determining the person to whom interest is payable on the next Interest Payment Date being the 15th calendar day of the month next preceding the applicable Interest Payment Date.

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

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

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

(a) Interest and Sinking Fund, Tax Levy, and Pledge of Revenues. A special "City of Kingsville, Texas Certificates of Obligation Series 2023A Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. The net proceeds of all ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund.

During each year while any of the Certificates or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal thereof as such principal matures (but never less than 2% of the original principal amount of the Certificates as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the Issuer, with full

allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Certificates or interest thereon are outstanding and unpaid, and the tax shall be assessed and collected each year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged irrevocably for such payment, within the limit prescribed by law.

That said Certificates, together with other obligations of the City, are additionally secured by and shall be payable from and secured by the collection of the revenues of the City's Net Revenues after payment of any debt service, reserve, or other obligations (now or hereafter outstanding) which are payable from all or any part of the Net Revenues of the City's Waterworks and Sewer System, pursuant to Chapter 1502, Texas Government Code, as amended, with such amount of the revenues from the Waterworks and Sewer System, not to exceed \$1,000, constituting "Surplus Revenues". The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this Section 5, to the extent necessary to pay the principal and interest on the Certificates of Obligation. Notwithstanding the requirements of Section 5, if revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to this Section 5 may be reduced to the extent and by the amount of the revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

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

(b) Project Fund. A special "City of Kingsville, Texas Certificates of Obligation Series 2023A Project Fund" (the "Project Fund") is hereby created and shall be established and maintained by the City at an official depository bank of the City. The Project Fund is the fund into which the net proceeds of the Certificates shall be deposited. Money in the Project Fund shall be used to pay the costs necessary or appropriate to accomplish the purposes for which the Certificates are issued.

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

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

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

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

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

(i) The City is a duly created city, operating and existing under the laws of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Certificates, all action on its part for the creation and issuance of the Certificates has been duly and effectively taken, and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

(ii) The Certificates shall be ratably secured in such manner that no one Certificate shall have preference over other Certificates.

(b) Specific Covenants. The City covenants and represents that while the Certificates or any Additional Obligations are outstanding and unpaid, it will comply with and perform the covenants and agreements of the Parity Bonds Ordinances.

(c) Covenants Regarding Tax Matters. The City covenants to take any action to maintain, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in "gross income" for federal income tax purposes. In furtherance thereof, the City specifically covenants as follows:

(i) To refrain from taking any action which would result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(ii) To take any action to assure that no more than 10% of the proceeds of the Certificates or the projects financed therewith are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10% of the proceeds or the projects financed therewith are so used, that amounts, whether or not received by the City with respect to such private business use, do not under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(iii) To take any action to assure that in the event that the "private business use" described in paragraph (ii) hereof exceeds 5% of the proceeds of the Certificates or the projects financed therewith, then the amount in excess of 5% is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iv) To take any action to assure that no amount which is greater than the lesser of \$5,000,000 or 5% of the proceeds of the Certificates is directly or indirectly used to finance loans

to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(v) To refrain from taking any action which would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) Except to the extent permitted by section 148 of the Code and the regulations and rulings thereunder, to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates.

(vii) To otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(viii) Except to the extent otherwise provided in section 148(f) of the Code and the regulations and rulings thereunder, to pay to the United States of America at least once during each five year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90% of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(ix) To maintain such records as will enable the City to fulfill its responsibilities under this subsection and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Certificates.

For the purposes of the foregoing, in the case of a refunding bond, the term proceeds includes transferred proceeds and, for purposes of paragraphs (ii) and (iii), proceeds of the refunded bonds.

The covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion from gross income of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code.

Proper officers of the City charged with the responsibility of issuing the Certificates are hereby authorized and directed to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

Notwithstanding any other provision in this Ordinance, to the extent necessary to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code the covenants contained in this subsection shall survive the later of the defeasance or discharge of the Certificates.

(d) Covenants Regarding Sale, Lease, or Disposition of Financed Property. The City covenants that the City will regulate the use of the property financed, directly or indirectly, with the proceeds of the Certificates and will not sell, lease, or otherwise dispose of such property unless (i) the City takes the remedial measures as may be required by the Code and the regulations and rulings thereunder in order to preserve the exclusion from gross income of interest on the Certificates under section 103 of the Code or (ii) the City seeks the advice of nationally-recognized bond counsel with respect to such sale, lease, or other disposition.

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

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

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

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

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

**Section 10. Initial Certificate; Exchange or Transfer of Certificates.** Initially, one Certificate (the "Initial Certificate") numbered I-1 as described in Section 2, and representing the entire principal amount of the Certificates shall be registered in the name of the Initial Purchaser and shall be executed and submitted to the Attorney General of Texas for approval, and thereupon certified by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent, by manual signature, and the Initial Certificate shall be effective and valid without the Authentication Certificate being signed by the Paying Agent/Registrar. At any time thereafter, the Owner may deliver the Initial Certificate to the Paying Agent/Registrar for exchange, accompanied by instructions from the Owner or designee designating the persons, maturities, and principal amounts to and in which the Initial Certificates are to be transferred and the addresses of such persons, and the Paying Agent/Registrar shall thereupon, within not more than three days, register and deliver such Certificates upon authorization of the City as provided in such instructions.

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

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

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

**Section 11. Sale of Certificates; Approval of Official Statement.** (a) Sale. The sale of the Certificates to the Initial Purchaser pursuant to the Bond Purchase Agreement attached hereto as Exhibit "B" is hereby confirmed and delivery of the Certificates to the Initial Purchaser shall be made as soon as practicable after the adoption of this Ordinance, upon payment therefor, in accordance with the Bond Purchase Agreement. The Mayor or the City Manager are hereby authorized to sign and deliver the Bond Purchase Agreement. The proceeds from the sale of the Certificates (net Underwriters' discount) shall be used in the following manner: (i) \$ \_\_\_\_\_ shall be deposited to the credit of the Project Fund to be used to accomplish the purposes for which the Certificates were issued; (ii) \$ \_\_\_\_\_

in accrued interest shall be deposited to the Certificate Fund; and (iii) \$\_\_\_\_\_ shall be used to pay the cost of issuing the Certificates.

(a) Approval of Official Statement. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement, or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The form and content of and the distribution and use of the Preliminary Official Statement dated August 21, 2023, prior to the date hereof is hereby ratified and confirmed. The Commission finds and determines that the Preliminary Official Statement is "deemed final" as that term is defined in 17 C.F.R. Section 240.15c2-12.

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

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

**Section 12. Municipal Bond Insurance Policy.** On the date of delivery of the Certificates, the City will obtain from the Insurer the Policy in support of the Certificates. To that end, for so long as said policy is in effect, the requirements of the Insurer, as a condition to the issuance of said policy, to be attached as Exhibit C (if applicable), are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The City is authorized to use proceeds of the Certificates to purchase such policy.

**Section 13. Book-Entry Only System.** (a) The definitive Certificates shall be initially issued in the name of Cede & Co., as nominee of DTC, as Owner of the Certificates, and held in custody of DTC. A single certificate will be issued and delivered to DTC for each maturity of the Certificates. Beneficial owners of definitive Certificates will not receive physical delivery of Certificates except as provided hereinafter. For so long as DTC shall continue to serve as securities depository for the Certificates as provided herein, all transfers of beneficial ownership interest will be made by book-entry only, and no investor or other person purchasing, selling, or otherwise transferring beneficial ownership of Certificates is to receive, hold, or deliver any Certificates. No person shall acquire or hold any beneficial interest in any Certificate representing a portion of the principal amount of such Certificate which is other than \$5,000 or an integral multiple thereof.

(b) Replacement definitive Certificates may be issued directly to beneficial owners of Certificates other than DTC, or its nominee, but only in the event that (i) DTC determines not to continue to act as securities depository for the Certificates (which determination shall become effective no less than 90 days after written notice to such effect to the Issuer and the Paying Agent/Registrar); or (ii) the Issuer has advised DTC of its determination (which determination is conclusive as to DTC and beneficial owners of the Certificates) that DTC is incapable of discharging its duties as securities depository for the Certificates; or (iii) the Issuer has determined (which determination is conclusive as to DTC and the beneficial owners of the Certificates) that the interests of the beneficial owners of the Certificates might be adversely affected if such book-entry only system of transfer is continued. Upon occurrence of any event described in (i) or (ii) above, the Issuer shall use its best efforts to attempt to locate another qualified securities depository. If the Issuer fails to locate another qualified securities depository to

replace DTC, the Issuer shall cause to be executed, authenticated, and delivered replacement Certificates, in certificate form, to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the Issuer. In the event that the Issuer makes the determination described in (iii) above and has made provisions to notify the beneficial owners of Certificates of such determination by mailing an appropriate notice to DTC, it shall cause to be issued replacement Certificates in certificate form to the DTC participants having an interest in the Certificates as shown on the records of DTC provided by DTC to the Issuer. The Issuer undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer to make any determination described in (ii) or (iii) above.

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

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

**Section 14. City Officers' Duties.** (a) Issuance of Certificates. The Mayor shall submit the Initial Certificate, the record of the proceedings authorizing the issuance of the Certificates, and any and all other necessary orders, certificates, and records to the Attorney General of the State of Texas for his investigation. After obtaining the approval of the Attorney General, the Mayor shall cause the Initial Certificate to be registered by the Comptroller of Public Accounts of the State of Texas. The officers or acting officers of the City are authorized to execute and deliver on behalf of the City such certificates and instruments as may be required, necessary, or appropriate prior to delivery of and payment for the Certificates to and by the Initial Purchaser and to accomplish the purposes of this Ordinance.

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

**Section 15. Remedies of Owners.** In addition to all rights and remedies of any Owner of the Certificates provided by the laws of the State of Texas, the City covenants and agrees that in the event the City defaults in the payment of the principal of or interest on any of the Certificates when due, fails to make the payments required by this Ordinance to be made into the Interest and Sinking Fund, or defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in this Ordinance, the Owner of any of the Certificates shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the City and other officers of the City to observe and perform any covenant, obligation, or condition prescribed in this Ordinance. No delay or omission by any Owner to exercise any right or power accruing to such Owner upon default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. The specific remedies mentioned in this Ordinance shall be available to any Owner of any of the Certificates and shall be cumulative of all other existing remedies.

**Section 16. Lost, Stolen, Destroyed, Damaged, or Mutilated Certificates; Destruction of Paid Certificates.** (a) Replacement Certificates. In the event any outstanding Certificate shall become lost, stolen, destroyed, damaged, or mutilated, at the request of the Owner thereof, the City shall cause to be executed, registered by the Paying Agent/Registrar, and delivered a substitute Certificate of like date and tenor, in exchange and substitution for and upon cancellation of such mutilated or damaged

Certificate, or in lieu of and substitution for such Certificate, lost, stolen, or destroyed, subject to the provisions of subsections (b), (c), (d) and (e) of this Section.

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

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

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

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

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

**Section 17. Redemption.** The City reserves the right to redeem the Certificates as described in the Form of Certificates in Section 3 hereof.

**Section 18. Defeasance.** (a) Except to the extent provided in subsection (c) of this Section, any Certificate, and the interest thereon, shall be deemed to be paid, retired, and no longer outstanding within the meaning of this Ordinance (a "Defeased Certificate") when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity, redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to a person described by Section 1207.061(a), Texas Government Code, as amended (a "Depositary"), with respect to the safekeeping, investment, administration, and disposition of a deposit made under Section 1207.061, Texas Government Code, as amended, for such payment (the "Deposit") (A) lawful money of the United States of America sufficient to make such payment or (B) Government Obligations, which may be in

book-entry form, that mature and bear interest payable at times and in amounts sufficient to provide for the scheduled payment or redemption of any Defeased Certificate. To cause a Certificate scheduled to be paid or redeemed on a date later than the next scheduled interest payment date on such Certificate to become a Defeased Certificate, the City must, with respect to the Deposit, enter into an escrow or similar agreement with a Depositary.

In connection with any defeasance of the Certificates, the City shall cause to be delivered: (i) in the event an escrow or similar agreement has been entered into with a Depositary to effectuate such defeasance, a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Defeased Certificates in full on the maturity or redemption date thereof (the "Verification"); or (ii) in the event no escrow or similar agreement has been entered into, a certificate from the Finance Director certifying that the amount deposited with a Depositary is sufficient to pay the Defeased Certificates in full on the maturity or redemption date thereof. In addition to the required Verification or certificate, the City shall also cause to be delivered an opinion of nationally recognized bond counsel to the effect that the Defeased Certificates are no longer outstanding pursuant to the terms hereof and a certificate of discharge of the Paying Agent/Registrar with respect to the Defeased Certificates. The Verification, if any, and each certificate and opinion required hereunder shall be acceptable in form and substance, and addressed, if applicable, to the Paying Agent/Registrar and the City. The Certificates shall remain outstanding hereunder unless and until they are in fact paid and retired or the above criteria are met.

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

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

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

**Section 19. Ordinance a Contract; Amendments.** This Ordinance shall constitute a contract with the Owners, from time to time, of the Certificates, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) in

connection with the issuance of any Additional Obligations, (iii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iv) in connection with any other change which is not to the prejudice of the Owners. The City may, with the written consent of the Owners of a majority in aggregate principal amount of Certificates then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided, however, that without the consent of all of the Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof to the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on Additional Obligations on a parity with the lien of the Certificates, (ii) give any preference of any Certificate over any other Certificate, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates required for consent to any such amendment, change, modification, or rescission. When the City desires to make any amendment or addition to or rescission of this Ordinance requiring consent of the Owners, the City shall cause notice of the amendment, addition, or rescission to be given as described above for a notice of redemption. When at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the appropriate number of Owners of the Certificates then outstanding affected by any such amendment, addition, or rescission requiring the consent of Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

**Section 20. Other Documents.** The Mayor and the City Secretary are hereby authorized to execute and attest to such other documents, certificates, letters of instruction, tax information forms, and other agreements of any kind which, in the opinion of Bond Counsel, are necessary or advisable in order to issue the Certificates and verify that the interest on the Certificates will be exempt from gross income of the holders thereof under current federal tax law.

**Section 21. Nonpresentment of Certificates.** In the event any Certificate shall not be presented for payment when the principal thereof or interest thereon, if applicable, becomes due, either at maturity or otherwise, or if any check or draft representing payment of principal of or interest on the Certificates shall not be presented for payment, if funds sufficient to pay the principal of or interest on such Certificate shall have been made available by the City to the Paying Agent/Registrar for the benefit of the Owner thereof, all liability of the City to the Owner thereof for the payment of the principal of or interest on such Certificate shall cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds in trust, uninvested and without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance with respect to the principal of or interest on such Certificate. To the extent applicable, the Paying Agent/Registrar shall hold and apply any such funds in accordance with Title 6, Texas Property Code, as amended, and shall comply with the reporting requirements of Chapter 74, Texas Property Code, as amended.

**Section 22. Continuing Disclosure Undertaking.** (a) Annual Reports. The City will provide certain updated financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") via its Electronic Municipal Market Access System ("EMMA") annually. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement under Tables numbered 1 through 6 and

8 through 15 authorized by Section 10 of this Ordinance. The City will update and provide this information within six months after the end of each fiscal year ending in or after 2023. The updated information will include audited financial statements, if the City commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available. Any such financial statements will be prepared in accordance with the accounting principles described in Appendix B of the final Official Statement or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation.

The City's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the City changes its fiscal year. If the City changes its fiscal year, it will notify the MSRB through EMMA.

(b) Material Event Notices. The City will also provide timely notices of certain events to the MSRB. The City will provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event): (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates; (7) modifications to rights of holders of the Certificates, if material; (8) Certificate calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Certificates, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material. (15) incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties. In addition, the City will provide timely notice of any failure by the City to provide information, data, or financial statements in accordance with its agreement described above under "Annual Reports." The City will provide each notice described in this paragraph to the MSRB as herein described. Neither the Certificates nor the Ordinance makes provisions for credit enhancement, liquidity enhancement, or debt service reserves.

For the purposes of this section, (a) the event identified in clause (12) in the immediately preceding paragraph, is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or

jurisdiction over substantially all of the assets or business of the City, and (b) in clauses (15) and (16) in the immediately preceding paragraph, the term “Financial Obligation” shall have the meaning ascribed thereto in SEC Release No. 34-83885 dated August 20, 2018.

(c) Notice of Failure to Timely File. The City also will notify the MSRB through EMMA, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with the provisions described above.

(d) Amendments. The City may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Certificates in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Certificates consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the City so amends the agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of Rule 15c2-12 (the “Rule”), except that the City in any event will give notice of any deposit made in accordance with Section 18 above that causes the Certificates no longer to be outstanding and any call of Certificates made in connection therewith.

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

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

CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

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

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

The provisions of this Section may be amended, supplemented, or repealed by the City from time to time under the following circumstances, but not otherwise: (1) to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if the provisions of this Section, as so supplemented or amended, would have permitted an underwriter to purchase or sell Certificates in the present offering in compliance with the Rule and either the Owners of a majority in aggregate principal amount of the outstanding Certificates consent to such amendment, supplement, or repeal, or any State agency or official determines that such amendment, supplement, or repeal will not materially impair the interests of the beneficial owners of the Certificates, (2) upon repeal of the applicable provisions of the Rule, or any judgment by a court of final jurisdiction that such provisions are invalid, or (3) in any other circumstance or manner permitted by the Rule.

**Section 23. Further Procedures.** The Mayor, the City Secretary, the City Manager, the Finance Director, the City's Financial Advisor, and all other officers, employees, attorneys, and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the seal and on behalf of the Issuer, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, and the Official Statement. Prior to the initial delivery of the Certificates, the Mayor and Bond Counsel to the Issuer are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office.

**Section 24. Attorney General Examination Fee.** The City recognizes that under Section 1202.004, Texas Government Code, the Attorney General of Texas requires a nonrefundable examination fee be paid at the time of submission of the transcript of the proceedings authorizing the Certificates and that, based upon the principal amount of the Certificates, such fee is \$6,740.00. Bond Counsel is accommodating the City by paying such fee upon such submission of such transcript. Officials of the City are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Certificates are ever delivered and such amount is hereby appropriated from available funds for such purpose. The City is also authorized to reimburse the fund used for such repayment with proceeds of the Certificates.

**Section 25. Miscellaneous Provisions.** (a) General. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa; words importing the masculine gender shall include the feminine and neuter genders and vice versa. Reference to any document means that document as amended or supplemented from time to time. Reference to any

party to a document means that party and its successors and assigns. Reference herein to any article, section, subsection or other subdivision, as applicable, unless specifically stated otherwise, means the article, section, subsection or other subdivision, as applicable, of this Ordinance.

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

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

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

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

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

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

(h) Immediate Effect. Notwithstanding any City Charter provision or other rule requiring ordinances to be read at more than one meeting, this Ordinance is passed as an emergency measure and shall take effect immediately and be in full force and effect from and after its passage on the date shown below.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE,  
TEXAS this August 28, 2023.

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

/s/ Sam Fugate  
Mayor  
City of Kingsville, Texas

## **EXHIBIT A**

### **PAYING AGENT/REGISTRAR AGREEMENT**

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of August 15, 2023 (this “Agreement”), by and between the CITY OF KINGSVILLE, TEXAS (the “Issuer”), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, Houston, Texas, a banking association duly organized and existing under the laws of the United States of America (the “Bank”).

### **RECITALS**

WHEREAS, the Issuer has duly authorized and provided for the issuance of its “City of Kingsville, Texas Certificates of Obligation, Series 2023A” (the “Securities”), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

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

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

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

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE I. APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

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

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

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

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

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

## **ARTICLE II. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate

trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

### **ARTICLE III. PAYING AGENT**

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

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

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

### **ARTICLE IV. REGISTRAR**

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

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

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

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

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

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

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

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

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

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

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

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

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

## **ARTICLE V. THE BANK**

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

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

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

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

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

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

facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

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

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

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

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

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

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

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

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

Subject to the unclaimed property laws of the State of Texas and any provisions in the Order to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the Issuer, and the Holder of such Security shall

thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code, as amended.

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

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

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

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

## **ARTICLE VI. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 6.12. Anti-Boycott Verification.** The Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities

with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Paying Agent understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Paying Agent and exists to make a profit.

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

<https://comptroller.texas.gov/purchasing/publications/divestment.php>.

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

**Section 6.14. Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

**Section 6.15. Contract Value.** The Bank hereby verifies that this Agreement has a value of less than \$100,000 and that the provisions required by Sections 2271.002 and 2274.002 of the Texas Government Code for contracts having a value of at least \$100,000 are not required in this Agreement.

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

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

By \_\_\_\_\_

Title \_\_\_\_\_

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

Attest:

**CITY OF KINGSVILLE, TEXAS**

By \_\_\_\_\_  
City Secretary

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

(ISSUER SEAL)

SIGNATURE PAGE TO THE PAYING AGENT/REGISTRAR AGREEMENT  
FOR THE CITY OF KINGSVILLE, TEXAS  
CERTIFICATES OF OBLIGATION, SERIES 2023A

**SCHEDULE A**

**Paying Agent/Registrar Fee Schedule**

[TO COME]

**EXHIBIT B**  
**FORM OF BOND PURCHASE AGREEMENT**

**SEE TAB NO. \_\_\_\_**

**EXHIBIT C**

**REQUIREMENTS OF THE INSURER  
WITH RESPECT TO THE MUNICIPAL BOND INSURANCE POLICY**

[to follow]

# **AGENDA ITEM #3**



---

## MEMO

**Date:** August 22, 2023

**To:** Mayor and City Commissioners

**CC:** Mark McLaughlin, City Manager

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

**Subject:** **Request for an alcohol variance for a Mixed Beverage for the establishment known as El Dorado Restaurant #2 Bar, Catering and Event Center Located at 728 North 14<sup>th</sup> St, Kingsville TX. 78363**

**Summary:** The establishment owners, through their agent -Alfonso Rodriguez, is requesting this variance for mixed beverage alcohol for the establishment known as El Dorado Restaurant #2 Bar, Catering and Event Center 728 North 14<sup>th</sup> St, Kingsville TX. 78363.

**Background:** The said property is on a C4-Retail and falls within 300-foot boundary of a church in area and therefore would require a variance according to city ordinance, sections 11-3-4&5. Notices have been sent to property owners within the 300-foot radius and notice published in the local newspaper with respect to the public hearing to be held on Monday August 28, 2023, in the city Hall. The planning Department received no feedback.

**Financial impact:** None.

**Recommendation:** Approve the alcohol variance as requested.



# TEXAS ALCOHOLIC BEVERAGE COMMISSION

*Texas Helping Businesses & Protecting Communities*

received  
11-11-2023

## ON-PREMISE PREQUALIFICATION PACKET

L-ON (5/2021)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.32, 61.38, 61.42 and Rule 5.313. Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60 days prior to the issuance of your license/permit. All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website: [www.tabc.texas.gov/laws/code-and-rules.asp](http://www.tabc.texas.gov/laws/code-and-rules.asp).

### LOCATION INFORMATION

1. Application for:		<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Add Late Hours Only	License/Permit Number
<input type="checkbox"/> Reinstatement		<input type="checkbox"/> Reinstatement and Change of Trade Name		License/Permit Number
<input type="checkbox"/> Change of Location		<input type="checkbox"/> Change of Location and Trade Name		License/Permit Number
2. Type of On-Premise License/Permit				
<input type="checkbox"/> BG Wine and Beer Retailer's Permit	<input type="checkbox"/> LB Mixed Beverage Late Hours Permit			
<input type="checkbox"/> BE Beer Retail Dealer's On-Premise License	<input type="checkbox"/> MI Minibar Permit			
<input type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License	<input type="checkbox"/> CB Caterer's Permit			
<input type="checkbox"/> BP Brewpub License	<input checked="" type="checkbox"/> FB Food and Beverage Certificate			
<input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats	<input type="checkbox"/> PE Beverage Cartage Permit			
<input checked="" type="checkbox"/> MB Mixed Beverage Permit	<input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB			
<input type="checkbox"/> O Private Carrier's Permit -Brewpubs (BP) with a BG only	<input type="checkbox"/> E Local Cartage Permit - Wine/Beer retailers (BG) Only			
3. Indicate Primary Business at this Location				
<input checked="" type="checkbox"/> Restaurant	<input type="checkbox"/> Sporting Arena, Civic Center, Hotel	<input type="checkbox"/> Bar		
<input type="checkbox"/> Grocery/Market	<input type="checkbox"/> Sexually Oriented	<input type="checkbox"/> Miscellaneous		
4. Trade Name of Location (Name of restaurant, bar, store, etc.)				
EL DORADO RESTAURANT #2 BAR,CATERING AND EVENT CENTER				
5. Location Address				
728 N 14TH ST				
City		County	State	Zip Code
KINGSVILLE		KLEBERG	TX	78363
6. Mailing Address		City	State	Zip Code
728 N 14TH ST		KINGSVILLE	TX	78363
7. Business Phone No.		Alternate Phone No.	E-mail Address	
		361-563-5716	eldoradomexfood@gmail.com	

### OWNER INFORMATION

8. Type of Owner		
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> City/County/University
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Joint Venture	
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Trust	
9. Owner of Business/Applicant (Name of Corporation, LLC, etc.)		
EL DORADO BAR AND MEETING CENTER INC		

### CONTACT INFORMATION

10. Contact Person:		Relation to Business:
ALFONSO RODRIGUEZ		CONSULTANT
Phone (mandatory):		Email (mandatory):
361-884-5499		consultalfonso@yahoo.com



CITY OF  
**KINGSVILLE**  
MEMORANDUM

DATE

Friday, July 12, 2023

TO

Mary Valenzuela, City Secretary

FROM

Engineering Department

SUBJECT

Alcohol License for 728 N 14<sup>th</sup> St

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 728 N 14<sup>th</sup> St, we have concluded that the property in question does fall within the 300 ft boundary of 1 church ; therefore, it will require a variance according to City Ordinance sections 11-3-4&5.

Notices must be sent to the property owners within the 300 foot boundary and a public hearing and publication in the local newspaper is required.

Thank you,

Engineering Department

**Attachment 1** shows the property and the relative location of the 1 church; suspected to be close to the property. Jesus Christ is the Answer Church is within the 300 foot boundary.

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

## Mary Valenzuela

---

**From:** Mary Valenzuela  
**Sent:** Tuesday, July 11, 2023 4:53 PM  
**To:** Rutilio "Rudy" Mora  
**Cc:** Tanya Colin  
**Subject:** Alcohol Application - El Dorado Restaurant #2 Bar, Catering, and Event Center  
**Attachments:** Alcohol Application - El Dorado Restaurant #2-71123.pdf

Good afternoon Rudy,

Attached is an alcohol application for El Dorado Restaurant #2 Bar, Catering, and Event Center located at 728 N. 14<sup>th</sup> Street, Kingsville, TX 78363. Please have someone from your staff verify if this location complies with all city ordinances and state requirements. As per City Ordinance § 11-3-4, which was adopted on April 9, 2018, the sale of alcoholic beverages by a dealer whose place of business is within **300 feet** of a church or public hospital or within 300 feet of a public or private school, daycare or childcare facility is prohibited, unless a variance is obtained from the City Commission.

Thanks in advance.

Thank you,  
Mary Valenzuela, TRMC, CMC  
City Secretary  
400 W. King Ave./P.O. Box 1458  
Kingsville, Texas 78364  
Home Rule, pop. 26,213  
Office: (361) 595-8002  
Fax: (361) 595-8024



### ATTENTION PUBLIC OFFICIALS:

A "Reply to All" of this email could lead to violations of the Texas Open Meetings Act. Please reply only to the sender.

*This message (including any attachments) may contain confidential, proprietary, privileged and/or private information. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.*

**Jesus Christ Is The Answer To The World-General**

**Counsel INC**  
813 N 14<sup>th</sup> St  
Kingsville, TX 78363  
#15708

**Orta Rodolfo M**  
**Etux Maria L**  
PO Box 297  
Kingsville, Tx 78364  
#22354

**Garza Sylvia**  
710 Wilson  
Kingsville, Tx 78363  
#14868

**Perez Anita Sylvia**  
**Etal**  
1019 E Nettie Ave  
Kingsville, TX 78363-4003  
#11406

**Orta Maria**  
1603 E Lott  
Kingsville, Tx 78363  
#21588

**Ramirez Miguel**  
**Etux Berenice**  
PO Box 5060  
Kingsville, Tx 78364-5060  
#16018

**Perez Anita Sylvia**  
**Etal**  
1019 E Nettie Ave  
Kingsville, TX 78363-4003  
#13015

**Espinoza Gilbert**  
1012 E Ella Ave  
Kingsville, Tx 78363-4043  
#20815

**Trevino Yolanda A (Life Est)**  
**Vilma T Castillo Etal**  
1027 E Ella Ave  
Kingsville, Tx 78363-4042  
#15674

**Perez Anita Sylvia**  
**Etal**  
1019 E Nettie Ave  
Kingsville, TX 78363-4003  
#13848

**Alcaraz Daniel**  
**Etux Maria Margarita**  
1018 E Ella  
Kingsville, Tx 78363  
#20027

**Garza Sylvia Anita**  
1029 E Ella  
Kingsville, Tx 78363  
#23998

**Perez Anita Sylvia**  
**Etal**  
1019 E Nettie Ave  
Kingsville, TX 78363-4003  
#14629

**Soliz Ruben G**  
**Etux Martha Ida**  
1624 N Armstrong Ave  
Kingsville, Tx 78363-3021  
#30946

**Klecak Maria Rios**  
1031 E Ella Ave  
Kingsville, Tx 78363-4042  
#16418

**Perez Anita Sylvia**  
**Etal**  
1019 E Nettie Ave  
Kingsville, TX 78363-4003  
#15414

**Ramirez Miguel**  
**Etux Berenice**  
PO Box 5060  
Kingsville, Tx 78364-5060  
#18479

**Figueroa Daniel L**  
**Etux Esther M**  
909 Vosler Loop  
Lackland AFB, Tx 78227  
#18357

**Nunez Cylinda**  
143 N County Road 1060  
Kingsville, TX 78363  
#24535

**Ramirez Miguel**  
**Etux Berenice**  
PO Box 5060  
Kingsville, Tx 78364-5060  
#18334

**Rod's Commercial Rentals LLC**  
627 N 14th St  
Kingsville, Tx 78363  
#15658

**Loza Daniella**  
1705 Santa Maria  
Kingsville, TX 78363  
#25737

**Munoz Rachel**  
12508 Emerald Oaks Dr  
Austin, Tx 78739  
#10435

**Ramirez Miguel**  
**Etux Berenice**  
PO Box 5060  
Kingsville, Tx 78364-5060  
#16625

**Cazares Eliu Ricardo**  
1613 Del Rio Blvd  
Eagle Pass, Tx 78852-3411  
#18602

**Quintanilla Baldemar H**  
**Etux Rosaena Est**  
302 E CR 2140  
Kingsville, Tx 78363-8852  
#13249

**Ramirez Miguel**  
**And Berenice Ramirez**  
4000 S Brahma Blvd  
Apt D5  
Kingsville, Tx 78363-7445  
#18517

**SC Construction LLC**  
PO Box 197  
La Blanca, Tx 78558-0197  
#11651

**Galindo Frank J Jr**  
**Etux Mary Jane**  
631 E D Ave  
Kingsville, Tx 78363-3925  
#14074

**Colunga Francisco M Est**  
**Etux Consuelo R**  
1016 E Santa Gertrudis St  
Kingsville, Tx 78363-4701  
#17875

**Cruz Sandra**  
**1020 E Santa Gertrudis St**  
**Kingsville, Tx 78363**  
**#17260**

**Cruz Sandra R**  
**Etvir Cruz Jose Luis**  
**1020 E Santa Gertrudis St**  
**Kingsville, Tx 78363-4701**  
**#25521**

**Mendez Noe**  
**1030 E Santa Gertrudis St**  
**Kingsville, Tx 78363-4701**  
**#17174**

**Ramirez Margarita S**  
**803 Hercules Dr**  
**Bishop, Tx 78343**  
**#24767**

**Rod's Commercial Rentals LLC**  
**627 N 14<sup>th</sup> St**  
**Kingsville, Tx 78363**  
**#25886**

**J N H Enterprises INC**  
**626 N 14<sup>th</sup> St**  
**Kingsville, Tx 78363-4775**  
**#12540**

**Samudia Bartola**  
**1034 E Santa Gertrudis St**  
**Kingsville, Tx 78363-4701**  
**#18660**

**Kleberg County**  
**PO Box 72**  
**Kingsville, Tx 78364-0072**  
**#11187**

Sample  
Letter

August 15, 2023

Quintanilla Baldemar H  
Etux Rosaena Est  
302 E CR 2140  
Kingsville, Tx 78363-8852  
#13249

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing **Monday August 28**, at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

**Request for an alcohol variance for a Mixed Beverage Permit and Food and Beverage Certificate for the establishment known as El Dorado Restaurant #2 Bar, Catering and Event Center at 728 North 14th St, Kingsville TX. 78363.**

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you,

Yours Sincerely,



**Kobby Agyekum**  
Interim Director of Planning & Development Services

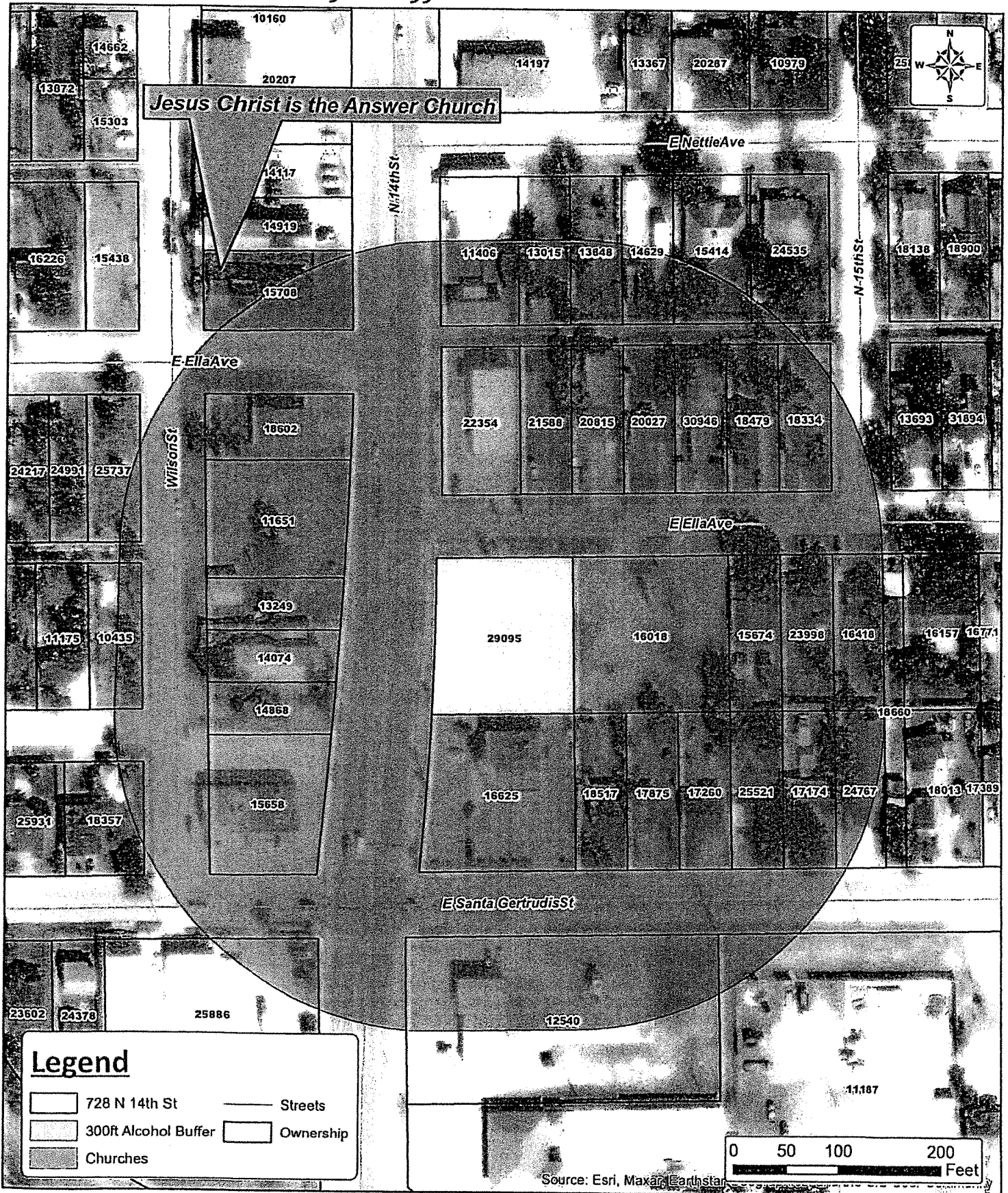
### **PUBLIC HEARING NOTICE**

The City Commission of the City of Kingsville will hold a Public Hearing Monday, August 28, 2023, at 5:00 P.M. to discuss and/or take action on the following item:

**Request for an alcohol variance for a Mixed Beverage Permit and Food and Beverage Certificate for the establishment known as El Dorado Restaurant #2 Bar, Catering and Event Center at 728 North 14<sup>th</sup> St, 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.

# 300ft Buffer at 728 N 14th St



## County defends bid approvals, request more bidding activity

By JT Strasner  
Editor

County commissioners spent a portion of Monday's regular meeting defending the system used to award recent bids for county projects.

One of the first agenda items was awarding a contract in the amount of \$517,542 to Jose Gravley Construction for Sea Wind RV Resort improvements.

During discussion, Commissioner David Rosse said he'd fielded some phone calls asking why county bids seemed to be awarded to some of the same companies recently.

"This is in no way an indictment of Jose Gravley, as they do a good job," he said. "But the concern some people have is 'why only one bid?'"

County Judge Rudy Madrid said the invitation for bids of each project appears on the first page of the county's web site, and is also published in the Kingsville Record.

"It's the same way the county has been doing it for 20 years," Madrid said.

The judge added that many local contractors seem to be busy with other projects, as well as hamstrung by lack of workforce, especially during the heat of the summer. He added that he preferred local projects be bid upon by local contractors as opposed to going out of county.

Madrid said many projects have only received a single bid, forcing the county's hand.

"There's just been a lot of people asking," Rosse said.

"Well, have them bid on it," Madrid replied.

"We're not doing anything under the table," Commissioner Chuck Schultz said. "I don't know any other way to handle things other than how we're currently doing it, asking for bids."

Madrid added that the Sea Wind RV Park

has the potential to be a revenue-generating project.

The bid was approved by commissioners 5-0. The project will be funded by GOMESA grants, part of a settlement from the Deepwater Horizon oil spill.

In other business, commissioners approved a measure to seek a new EMS services contract. Madrid said the current service provider increased the rate from \$100,000 annually to almost \$1 million.

"Costs have gone up across the state, not just here," he said.

Commissioners also approved acceptance of a \$50,533 grant from the Barbara Bush Houston Literacy Foundation for improvements to the local library.

Kristen Flores of the county library said the funds will be used to purchase 10 notebook

computers, 18 chrome books, training for staff, and other upgrades.

Flores said the number of local visitors has gone up recently and she expects the grant-funded improvements to add to even more interest.

Commissioners also approved a measure to create a line item in the fire department's budget, to cover expenses from a pair of large wildfires, including one on King Ranch property over the weekend.

Madrid praised local and regional fire officials for their handling of the blaze, which threatened to spread beyond county lines.

The Texas Strikeforce and Air Assault units were called in to assist as well as more than 100 firefighters helped battle the blaze.

"It was bad, but could have been a lot worse," Madrid said. "Those guys did an amazing job."

Commissioners also approved a bid of \$43,881 to TJ Electric for lighting fixtures and installation at the Riviera Park Gazebos.



COUNTY OF KLEBERG  
KINGSVILLE, TEXAS

## Shooting

CONTINUED FROM PAGE 1

legedly began shooting at the 23-year-old male.

The 74-year-old male was struck in the neck as he sat in the driver's seat. He continued driving but stopped on S. 14th Street, where medical aid was summoned. There were no other injuries.

Perez and two others were located at an apartment in the 1500 block of E. Corral Avenue. Perez was taken into custody, confessed to being the shooter and was booked into the Kleberg County Jail, for two counts of aggravated assault. The victim was transported to Christus Spohn Hospital-Kleberg, before being transported by Halo Flight, to Christus Spohn Hospital-Shoreline.

He is in stable condition at the time of the press release.

Two others were detained and questioned at the apartments. One of them, Laiylah Salazar (18), was arrested for city and county warrants, and for possession of marijuana, less than two ounces. A search warrant was served on the apartment in which the three were in. There is no information available on the results of that search warrant. If anybody has information on this case, please contact the Kingsville Police Department at 361-592-4311, or contact Kingsville Crime Stoppers at 361-592-INFO (4636). The investigation continues.

## Swearing In

CONTINUED FROM PAGE 1

KPD," Chief Lile said.

That training included becoming certified with tactical batons, tasers, handcuffing techniques, traffic control, qualifying at the shooting range, active shooter training, and even fighting a black belt in Jiu Jitsu.

Chief Lile congratulated the newly sworn officers and called for their family members to come up and pin their badges on them.

After the badge pinning, Placido Hinojosa, who had just been sworn in, asked his fiancé to come up to the front. Officer Hinojosa then got down on one knee and proposed to Hannah Gillett who immediately said yes. It was the first time a marriage proposal has ever happened at a swearing in ceremony. The crowd cheered all of the new officers and the newly engaged couple.

All seven officers reported for duty on Sunday. They will each be assigned to an FTO (Field Training Officer), where they will be monitored and evaluated daily on their progress and development over the next four months. They will be required to go through an observation phase, then a 25% phase where they will handle 25% of the work-

load and their FTO will handle 75%. From there they will move to 50% and then 75% phases. In the end they will move into the 100% and ghost phase where they will handle all of the workload on their own. If they are successful, they will be handed the keys to their own police unit and begin patrolling on their own.



## PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, August 28, 2023, at 5:00 P.M. to discuss and/or take action on the following item:

**Request for an alcohol variance for a Mixed Beverage Permit and Food and Beverage Certificate for the establishment known as El Dorado Restaurant #2 Bar, Catering and Event Center at 728 North 14th St, 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.

## ?? TRIVIA ?? HOW SMART ARE YOU?

- Think you know something about everything?
- What do you know about our area?

Play Kingsville Trivia brought to you by Harrel's Pharmacy!

### Questions:

1. Which city had the world's first paved streets?
2. How many U.S. States border the Gulf of Mexico?
3. What is the minimum age to be elected U.S. President?
4. Which President was on the \$5,000 bill?
5. Which President was once a high school cheer leader?
6. How many pairs of cranial nerves are in the body?
7. What is the largest internal organ?
8. What is "Bovine Spongiform Encephalopathy," more commonly known as?
9. What is the medical condition "Synchronous Diaphragmatic Flutter," more commonly known as?
10. Who said it? "Insanity: doing the same thing over and over again and expecting different results."

(Answers will be in the next issue)

### HOW SMART ARE YOU:

- 9-10. Okay Einstein, quit bragging
- 7-8. Pick up your PhD at TAMUK
- 5-6. You are on your way to your B.S. degree
- 3-4. Do not skip any more school
- 2 or less--don't leave home without a chaplain

For all your pharmacy needs, contact Harrel's. Lots of great items and downtown Kingsville's best eats!

**Harrel's**  
Kingsville Pharmacy  
204 E. Kleberg • Kingsville, TX  
(361) 592-8354

## TRIVIA ANSWERS

Aug. 3, 2023 issue

- |                     |                          |
|---------------------|--------------------------|
| 1. 1963             | 6. Van Pelt              |
| 2. Nadia Comaneci   | 7. To Kill a Mockingbird |
| 3. US Naval Academy | 8. Katie                 |
| 4. Eldrick          | 9. Kumbh Mela            |

## Kingsville Independent School District Career and Technical Education Department Public Notification of Nondiscrimination In Career and Technical Education Programs

Kingsville Independent School District offers Career and Technical Education Programs in Agriculture Food and Natural Resources, Arts, Audio/Visual Technology, Business, Marketing, and Finance, Education & Training, Health Science, Transportation, Distribution and Logistics, Science, Technology, Engineering, and Mathematics.

Admission to these programs are based on interest and aptitude, age appropriateness, prerequisites and activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended. Kingsville Independent School District will take steps to ensure the lack of English Language Skills will not be a barrier to admission and participation in all education and Career and Technical Education Programs.

For information about your rights or grievance procedures, contact Dr. Juan Sandoval, Kingsville Independent School District Assistant Superintendent of Support Programs at 207 N 3rd St. Kingsville, TX, 361-592-3387.

Nondiscrimination: The Kingsville Independent School District does not discriminate on the basis of race, color national origin, sex and handicap, in its Career and Technical Education Programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

## Distrito Escolar Independiente de Kingsville Departamento de Educación Técnica y Profesional Notificación Pública de No Discriminación En programas de educación Profesional y Técnica

El Distrito Escolar Independiente de Kingsville ofrece programas de educación profesional y técnica en agricultura Alimentos y Recursos Naturales, Artes, Tecnología Audiovisual, Negocios, Marketing y Finanzas, Educación y Capacitación, Ciencias de la Salud, Transporte, Distribución y Logística, Ciencia, Tecnología, Ingeniería y Matemáticas.

La admisión a estos programas se basa en el interés y la aptitud, la edad apropiada, los requisitos previos y las actividades requeridas por el Título VI de la Ley de Derechos Civiles de 1964, enmendada: Título IX de las Enmiendas Educativas de 1972; y la Sección 504 de la Ley de Rehabilitación de 1973, en su forma enmendada. El Distrito Escolar Independiente de Kingsville tomará medidas para garantizar que la falta de habilidades en el idioma inglés no sea una barrera para la admisión y participación en todos los Programas Educativos y de Educación Técnica y Profesional.

Para obtener información sobre sus derechos o procedimientos de queja, comuníquese con el Dr. Juan Sandoval, Superintendente Asistente de Programas de Apoyo del Distrito Escolar Independiente de Kingsville en 207 N 3rd St. Kingsville, TX, 361-592-3387.

No discriminación: El Distrito Escolar Independiente de Kingsville no discrimina por motivos de raza, color, origen nacional, sexo y discapacidad, en sus Programas, servicios o actividades de Educación Técnica y Profesional, según lo exige el Título VI de la Ley de Derechos Civiles de 1964, como enmendada: Título IX de las Enmiendas de Educación de 1972; y



Save and Close



Print Receipt



Email Receipt



Void Receipt



Print Screen



Help

Receipt Number: R02056119

## General

Packet

## Transactions

Batch

B00020303 - 07-18-2023 to

## Payments

Operator

TC - THERESA CAVAZOS

## Journal

Terminal

15 - THERESA CAVAZOS

## Documents

Taken By

Theresa Cavazos

Vendor

## Amount Details

Total Applied 250.00

Total Tendered 250.00

Change 0.00

## Profile Information

Performed By

Date Performed

Create

Theresa Cavazos

7/19/2023 3:17 PM

Void

Burn

# **AGENDA ITEM #4**

**To:** Mayor and City Commissioners

**CC:** Mark McLaughlin, City Manager

**From:** Kingsville Economic Development Grant Administrative Board

**Date:** August 14, 2023

**Subject:** Kingsville Economic Development Grant Application Approvals

**BACKGROUND:**

On January 10, 2022 via Resolution #2022-03, the Kingsville City Commission approved an Economic Development Grant Program and Manual to spur new economic activity within the Kingsville city limits. The Commission subsequently appointed members to the Economic Development Grant Administrative Board to review and make recommendations on grant applications. The grant has been widely publicized in the local newspaper, regional television, social media, newsletters and speaking directly to community organizations.

The Chamber of Commerce has spoken to well over 100 interested individuals regarding the grant.

**Application 1:**

Applicant: Angelina Rinche

Project Name: Beauty Salon and Office Space

Project Location: 312 N. 6th Street

New or Existing Business: New Business

Grant Request: \$30,000

Total Project Costs: \$173,490

Board Recommendation: \$30,000.00

Number of New Jobs:

- FT Year 1- 6
- PT Year 1-
- FT Year 2-
- PT Year 2-

Number of Jobs Retained:

FT Year 1- N/A  
PT Year 2- N/A  
FT Year 2- N/A  
PT Year 2- N/A

**Project Summary:**

The applicant is seeking a grant to cover the costs of renovating the location, including labor and materials. Additionally, the grant funds would cover the cost to purchase beauty shop chairs, mirrors and materials for the stylists.

Mirrors- \$1,500

Chairs- \$2,000

Furniture- \$5,000

Desk- \$3,000

Sinks- \$1,500

Hair dryers- \$1,200

Total- \$14,500

The applicant is currently the co-owner of Tiny Hand Day Care located in Kingsville. Justin Bray moved to approve the application; Sharon Pennington seconded the motion.

Justin Bray, Sharon Pennington, Mark McLaughlin and Manny Salazar voted in favor (4) of the application and Rodney Rodriguez voted against (1).

## **EDG Application Executive Summary**

Applicant: Angelina Rinche

Project Name: Beauty Shop and Rental Business

Project Location: 312 N. 6<sup>th</sup> Street

New or Existing Business: New Business

Grant Request: \$30,000

Total Project Costs: \$173,490

Number of New Jobs:

- FT Year 1- 6
- PT Year 1- 0
- FT Year 2- 6
- PT Year 2- 0

Number of Jobs Retained:

FT Year 1- N/A  
PT Year 2- N/A  
FT Year 2- N/A  
PT Year 2- N/A

### **Project Summary:**

The applicant is seeking a grant to cover the costs of renovating the location, including labor and materials. Additionally, the grant funds would cover the cost to purchase beauty shop chairs, mirrors and materials for the stylists.

Mirrors- \$1,500

Chairs- \$2,000

Furniture- \$5,000

Desk- \$3,000

Sinks- \$1,500

Hair dryers- \$1,200

Total- \$14,500

The applicant is currently the co-owner of Tiny Hand Day Care located in Kingsville.

## **Kingsville Economic Development Grant**

### **Administrative Board Meeting**

**2:00PM, August 10, 2023**

#### **Present**

Manny Salazar  
Sharon Pennington  
Justin Bray  
Mark McLaughlin  
Rodney Rodriguez

#### **Absent**

Deborah Balli  
Charlie Williams  
Stefanie Perryman  
Kobby Agyekum

**Call to Order:** Manny Salazar called the meeting to order. A quorum was present.

#### **Discussion and Potential Approval of Applications:**

Application 1: The Committee previously considered an application from Angelina Rinche for \$30,000 of a \$173,790 total project cost that will create 6 new, full-time position

The committee left the application pending the approval of permits from the City of Kingsville Planning Department. The applicant has obtained all of the necessary permits to proceed with the grant application process.

Justin Bray moved to approve the application and Sharon Pennington seconded the motion.

Justin Bray, Sharon Pennington, Mark McLaughlin and Manny Salazar voted in favor of the application and Rodney Rodriguez voted against.

#### **Other Business:**

Being no other business, Manny Salazar adjourned the meeting.

## RESOLUTION #2023-\_\_\_\_\_

### **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT BETWEEN THE CITY OF KINGSVILLE AND ANGELINA RINCHE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**Whereas**, the City passed and approved an Economic Development Grant Program and Manual to spur new economic activity within the Kingsville city limits on January 10, 2022 via Resolution #2022-03;

**Whereas**, an Economic Development Grant (“EDG”) Administrative Board was created to review and make recommendations on grant applications;

**Whereas**, the grant was widely publicized in the local newspaper, regional television, social media, newsletters, and speaking directly to community organizations, which resulted in several applications for the EDG Administrative Board to review and three were recommended for approval to City Commission;

**Whereas**, the need for economic development exists within the City based on current demand and the City desires to increase the sales tax and ad valorem tax base of the City to the benefit of citizens and other local taxing entities;

**Whereas**, the City believes the offering of local economic incentives like this grant will stimulate new development and economic activity within the city;

**Whereas**, the City desires to approve qualifying applications for Economic Development Grant assistance to stimulate economic development within the city as a local incentive to create additional housing, a higher level of employment, economic activity and stability within the City of Kingsville, which serves a public purpose;

**Whereas**, the approved EDG Program and Manual provide for the administration of a program that provides money of the city to promote local economic development and to stimulate business and commercial activity in the city, pursuant to authority found in section 380.001 of the Local Government Code;

**Whereas**, the City has received an application, pursuant to the EDG Program and Manual, from Angelina Rinche for up to \$30,000 in funding for mirrors, chairs, furniture, desk, sinks, hair dryers and renovation costs for a beauty shop and rental business for a property located at 312 N. 6<sup>th</sup> Street, Kingsville, Texas, pursuant to the terms of the Commitment Letter and EDG Program and Manual;

**Whereas**, the City believes providing economic incentives through this commitment letter with Ms. Rinche will further its objectives of stimulating business and commercial activity and expand the tax base;

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

I.

**THAT** the City hereby approves the grant application and the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Economic Development Agreement between the City of Kingsville and Angelina Rinche in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the  
\_\_\_\_ 28th day of August \_\_\_\_\_, 2023.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT**

**Page 1 of 7**

{Drafted August 17, 2023}

Organization (Grant Recipient): Angelina "Angie" Rinche

Amount of Award: \$30,000

Project Name: Beauty Salon and Office Space, 312 N. 6<sup>th</sup> Street

Completion Date: April 2024

Project Contact: Angie Rinche

Date: August 2023

Expected New Jobs Creation: 6

City of Kingsville, Texas ("City") agrees to provide grant funding for the above referenced project in the amount and manner set out below as consideration for Grant Recipient satisfactorily performing the project described in the grant application received by the City, attached to and hereby made a part of this Agreement, and subject to the following additional terms and conditions:

**1. Project Description:** Full project disclosure is described in Exhibit 1, Grant Application. The summary below is the maximum amount of Commission-approved expenses that are eligible for grant funding for Project Contract: Angie Rinche

- a. Mirrors for \$1,500
- b. Chairs for \$2,000
- c. Furniture for \$5,000
- d. Desk for \$3,000
- f. Sinks for \$1,500
- g. Hair Dryers for \$1,200
- h. Labor (to install above items and do remodeling) for \$15,500
- TOTAL: \$30,000.00

**2. Use of Funds:** Funds shall be expended consistent with this Commitment Letter and the Economic Development Grant Program and Administration Manual, and solely on projects that meet the requirements as set forth by the Economic Development Grant Program and Administrative Manual, recommended by the Grant Administrative Board through the application process, and approved by the City of Kingsville City Commission.

2.1.1. Projects must be completed within twelve (12) months of Commitment Letter signature.

2.1.2. Assuming compliance with all requirements, funds shall be distributed by the City of Kingsville Finance Department to the banking institution established by the recipient at a rate equal to the recipient's expense of private resources until all EDG funds for the recipient have been transferred, or until the project is completed, whichever comes first.

**CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT**

**Page 2 of 7**

2.1.3. Funds not expended within the terms of the Commitment Letter shall be retained by the City for use in future EDG applications.

2.1.4. Funds may not be used for projects listed in the Economic Development Grant Program and Administrative Manual, Part I. B. 3: Anticipated EDG Investments, nor may funds be used for items other than those approved by Commission as noted above.

2.1.5. Funds are distributed in a semi-reimbursement method. Funds may either be for a reimbursable expense or with prior proof of invoice and City Manager approval funds may be forwarded to assist in the purchase of the approved project expense. Recipient is responsible for providing all receipts, or invoices, highlighting approved project expenses prior to any City transfer of funds for reimbursement within thirty (30) days of paying for such project expenses. Recipient is responsible for providing all receipts for approved project expenses within seven (7) days of purchase for items where funds are forwarded to assist with the purchase.

2.1.6. No EDG funds shall be used for insurance related to labor including workman's compensation, long or short term disability, social security, Medicare, public or private insurance, or paid time off, etc..

2.1.7. The City of Kingsville City Manager has final authority on approval of funds for release. Project costs in dispute between the City and the Recipient shall be forwarded to the City Manager for final adjudication.

2.1.8. Drawdown requests shall be in writing to the City of Kingsville City Manager, dated, with information explaining the nature of the expense and receipts (if reimbursed) or an invoice (programed expenses). Lack of necessary information to support compliance with the Economic Development Grant Program and Administrative Manual shall result in the City's withholding the release of funds, and possibly result in the Recipient paying back funds previously received from the City.

2.1.9. The City shall provide approved funding in the form agreeable by both parties and payable to the Recipient. Quarterly reports from the Recipient to the City shall show proof of all City funds deposited and expenses incurred.

2.1.10. The total drawdown request submitted to the City should be equal to or less than the total of all attached documentation for said request.

2.1.11. The Recipient shall keep records of all expenditures relating to economic development grant funding. Documents consisting of bills, invoices, canceled checks, receipts, quotes, estimates, etc., will be retained by the Recipient for three (3) years after the submission and acceptance of a final closeout of the EDG grant by the City.

## CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT

Page 3 of 7

**3. Report(s):** Recipient shall submit a written report monthly to the City summarizing and evaluating the accomplishments of their project covering the preceding thirty (30) days. Within sixty (60) days of the completion of the project, or no later the 60 days following the completion date shown on this Commitment Letter, Recipient shall provide a summarized report of the entire project, funds received, expenses incurred and reimbursed, and proof of the final building inspection (if required) per the City's adopted version of the applicable International Building Codes and Fire Code.

**4. Applicable Laws, Legal Advice, and Licenses:** Recipient shall comply at their own expense with all laws of any municipal, county, state, federal or other public authority regarding the use of economic development grant funds, which may include public contracting laws. The Grant Recipient shall be responsible for obtaining their own legal advice, if necessary, concerning the applicability of such laws and/or compliance with such laws. The Grant Recipient shall be solely responsible for any licenses or permits required by law, and shall pay all costs, required taxes, fees and charges prescribed by law. The Grant Recipient, throughout the duration of this Agreement and any extensions, shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to the Grant Recipient's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.

4.1. Any violation of terms set forth in this Letter of Commitment shall constitute a material breach of this agreement. Any violation shall entitle the City to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, to pursue and recover any and all funds provided to Recipient from the City, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- Termination of this Agreement, in whole or in part;
- Exercise of the right to withhold any grant amount not yet paid; and,
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The City may seek reimbursement of funds provided to the Recipient. The City shall be entitled to recover any and all damages suffered as the result of Grant Recipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure.

4.2. These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.3. This Agreement shall comply with the requirements of the Civil Rights Act of 1964, including the following provisions:

- No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving this assistance.

**CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT**

**Page 4 of 7**

- It shall be an unlawful employment practice for an employer to fail or refuse to hire or to discharge any individual or to otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, segregate, or otherwise adversely affect his status as an employee, because of such individual's race, color, sex, religion, or national origin.

**5. Insurance:** Grant Recipient shall procure and maintain in force, for the entire duration of this Agreement, insurance providing coverage for bodily injury and property damage which may arise out of the operations of the Grant Recipient or his subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

5.1. Grant Recipient shall furnish to the City a certificate of insurance evidencing the existence of all insurance coverage(s) required by this Agreement prior to the commencement of any work.

5.2. Grant Recipient shall endorse the Grant Recipient's General Liability (CGL) insurance to include the City of Kingsville as an "additional insured", including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate.

**5.3. NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from the Grant Recipient or its insurer(s) to the City.

5.4. Grant Recipient's insurance shall be primary and not excess to, or contributory with any insurance coverage provided by the City. Grant Recipient's insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by the Agreement.

5.5. Grant Recipient shall ensure that the City is provided with a renewal certificate at least thirty (30) days prior to the expiration date of the coverage in the event that the original certificate expires prior to the scheduled termination of this Agreement.

5.6. Personal Services Agreements should have the following:

~Commercial General Liability (including commercial board form; premises-operations; products/completed operations; contractual liability; independent contractors)- each occurrence \$1,000,000; \$2,000,000 aggregate

~Auto Liability (including owned; hired and non-owned; rented/leased)- Combined Single \$1,000,000

~Workers' Compensation- statutory limits

~Employers Liability- \$500,000/ \$500,000/ \$500,000

## CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT

Page 5 of 7

**6. Indemnification:** Grant Recipient agrees to defend, indemnify and save City, its agents, officers and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property, arising or resulting from the fault, negligence, wrongful act or wrongful omission of Grant Recipient or its agents or employees. Grant Recipient agrees to defend and hold harmless the City of Kingsville from any claim or action alleging misuse, misappropriation, spending of funds for ineligible expenses, or inadequate oversight related to this grant.

**7. Public Access and Use:** If Grant Recipient's project includes any capital improvements, Grant Recipient agrees to maintain or ensure continued public access to such improvements.

**8. Publicity and Acknowledgement of Support:** Grant Recipient agrees to give appropriate credit to the City of Kingsville and the Kingsville Chamber of Commerce for the financial support in any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding services performed pursuant to this Agreement.

**9. Amendments:** Should there be any material change in the purpose, character, method of operation, budget, personnel, subcontractors, governance, or grant period for the project as approved by the City of Kingsville, the Grant Recipient will provide timely written notice of these changes to the Kingsville City Manager and City Commission. This Agreement and referenced attachments set forth the entire understanding of the parties and may be modified only by a written instrument duly executed by both the Grant Recipient and the City of Kingsville.

**10. Termination:** This Agreement may be terminated or modified upon the occurrence of the following circumstances:

10.1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Failure to comply with the conditions of the Agreement is cause for the City of Kingsville to terminate and seek reimbursement of all funds provided to Recipient through every legal means available, and for the Grant Recipient to become ineligible for grant funds for the next five (5) years.

10.2. In the event of termination prior to project completion, the City of Kingsville shall cancel all unpaid installments of the project and will be entitled to return of any funding provided to Recipient by the City.

10.3. In the event Grant Recipient fails to comply this Agreement or documents incorporated by reference, Grant Recipient shall refund the entire grant award to the City of Kingsville within thirty (30) days of notice to do so.

10.4. The Agreement terminates no later than twelve (12) months following the date of Agreement signatures unless previously agreed to by both parties. No further drawdowns or extension to the Agreement shall be granted, regardless of project completion, unless the entire agreement is otherwise amended and approved by the City of Kingsville City Commission. All requests for funds and required

## CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT

Page 6 of 7

supporting documentation must be received no later than twelve (12) months following this agreement signature date.

11. **Subcontracts:** All subcontractors must be licensed with the City of Kingsville.

12. **Third Party Beneficiaries:** City of Kingsville and Grant Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. The City of Kingsville is an intended beneficiary of the terms of this Agreement.

13. **HIPAA Compliance:** If the services funded in whole or in part with financial assistance provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Grant Recipient agrees to deliver the services in compliance with HIPAA. Without limiting the generality of the foregoing, services funded in whole or in part with financial assistance provided under this Agreement are covered by HIPAA. Grant Recipient shall comply and cause all providers to comply with the following:

Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Grant Recipient and City for purposes directly related to the provision of services to Grant Recipient's clients, which are funded in whole or in part under this Agreement. However, Grant Recipient shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate applicable state and federal law.

14. **Severability:** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

15. **Attorneys' Fees:** Neither City nor Grant Recipient is entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to this Agreement.

16. **Conflict of Interest:**

16.1. City of Kingsville desires to have Grant Recipient refrain from activities which could be interpreted as creating an organizational conflict of interest.

16.2. Grant Recipient agrees to avoid any activities which may influence the decisions of the City of Kingsville or which directly or indirectly affect the interest of the City where Grant Recipient has a personal interest in the matter which may be incompatible with the interest of the City of Kingsville as a

**CITY OF KINGSVILLE ECONOMIC DEVELOPMENT GRANT LETTER OF COMMITMENT**

**Page 7 of 7**

governmental entity, and to promptly notify the City regarding any change in Grant Recipient's private interests or the services under this Agreement which may result or appear to result in a conflict of interest.

**17. Authorization:** The undersigned certifies under penalty of perjury both individually and on behalf of Grant Recipient that: The undersigned is a duly authorized representative of Grant Recipient, has been authorized by Grant Recipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Grant Recipient.

**CITY OF KINGSVILLE:**

City of Kingsville  
400 W. King Ave  
Kingsville, TX 78363  
(361) 595-8003

**GRANT RECIPIENT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature and Printed Name of Authorized Party

# **AGENDA ITEM #5**

## CITY OF KINGSVILLE



P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

**Date:** August 16, 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.

Three members of the board who are up for reappointment have agreed to serve another two-year term.

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

- Leo Garcia, City of Kingsville Resident Representative. Garcia lives in the city and owns and operates the Silver Spur.
- Erin McClure, M. Ed., TAMUK Representative. McClure serves as Director of Student Activities for the university.
- Kamlesh Bhikha, Hotel Industry Representative. Bhikha is the Quality Inn Owner.

One board member has resigned, his letter of resignation is attached. In his place, City Manager Mark McLaughlin is making the following recommendation for HOT Board Advisory Board appointment:

- Lorette Williams, King Ranch Representative. Williams is the Director of Hospitality and Community Services. She will replace Chris Maher of the King Ranch.

## Janine Reyes

---

**From:** Chris Maher <CjMaher@king-ranch.com>  
**Sent:** Wednesday, August 2, 2023 3:51 PM  
**To:** Janine Reyes  
**Subject:** Resignation

Caution! This message was sent from outside your organization.

Janine,

As we've discussed, King Ranch recently asked me to take a project management role with the company that required me to move to the Houston area. Because of that, it's necessary for me to resign from the City of Kingsville Hotel Occupancy Tax Board.

I've been in management of the King Ranch tour program since 2016. In that position I've had a front row seat to observe the thousands of visitors who come to our community from all over the world every day. As a longtime resident of Kingsville, it always amused me to see license plates in our parking lot from Minnesota and Vermont and Ontario, and to hear the many different languages spoken in our visitor center. I'm not sure the general public adequately understands the significant economic impact those visitors have on Kingsville.

I point that out to say that in my time in that role, I found no more passionate advocates for Kingsville than you and your team. The tireless work you, Alicia, and the rest of your folks do week to week is inspiring. The events you create and promote bring entertainment and culture to our residents. Your work to reimagine and promote the Ranch Hand Weekend has set record attendances and filled our downtown. And the wine walks and concerts you host have brought tens of thousands of dollars to local non-profits. You and your team should be proud of the work you do.

With my departure, Lorette Williams, Director of Hospitality and Community Services, is taking over management of the King Ranch Visitor Program. I think she would be a fine replacement for me on the board, and would continue the strong partnership between King Ranch and the City of Kingsville. Lorette is aware that I am recommending her and would be open to a conversation with you about it.

While it's my intent that this resignation be effective immediately, I'm happy to assist in any way I can to ensure a smooth transition. Additionally, although my location has changed, moving forward I'll still do everything I can to promote Kingsville and its wonderful people. Please let me know if there's anything I can assist you with.

Thanks,

**Christopher Maher**  
Retail Project Manager  
King Ranch, Inc.  
12725 Cude Cemetery Rd.  
Willis, Texas 77318  
Email: [cjmaher@king-ranch.com](mailto:cjmaher@king-ranch.com)



# **AGENDA ITEM #6**

**City of Kingsville**  
**Purchasing Department**

---

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: August 15, 2023

SUBJECT: RFQ 23-05 Architectural Services for Proposed Fire Station #3

---

**Summary:**

This item authorizes the city staff to enter into a contract with BRW; Brown Reynolds Watford Architects, for Architectural Services for the design of the New Fire Station #3 for the City of Kingsville.

**Background:**

We published a Request for Qualifications #23-06 in the newspaper on April 13, 2023, and April 27, 2023. Responses were accepted until 2:00 PM on May 16, 2023. Eight responses were received from: Solka Navo Turno, LLC; BRW: Brown Reynolds Watford Architects; Turner Ramirez & Associates; Komatsu Architects; ICE Engineering; Sam Garcia Architect; CG5 Architect LLC; and Fresch, Freeman, Schroder Architect. Staff reviewed the responses received and found the information received to be responsive. The Selection Review Committee interviewed the top two firms based on Experience, Capacity to Perform, and familiarity with Fire Station Design Projects. The Selection Committee selected Brown Reynolds Watford Architects, 175 Century Square Drive Suite 350, College Station, Texas, 77840, as they were determined to be the most highly qualified firm for the project. The Selection Committee consisted of JJ Adame, Fire Chief; Red Sandoval, Fire Captain; and Charlie Sosa, Purchasing Manager.

**Financial Impact:**

None at this time.

**Recommendation:**

It is recommended that the City Commission: 1) award the Fire Station #3 Design Architectural Services RFQ #23-05 to Brown Reynolds Watford Architects, and 2) authorizes staff to negotiate a contract with Brown Reynolds Watford Architects, 175 Century Square Drive Suite 350, College Station, Texas, 77840.



# **AGENDA ITEM #7**

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



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

**To: Mark McLaughlin, City Manager**  
**From: Susan Ivy, Director of Parks & Recreation**  
**Date: August 18, 2023**  
**Subject: Agenda Request – Coastal Bend Bays & Estuaries Grant Outdoor Classroom**

**Request: To Approve Grant Agreement between City of Kingsville Parks Department and Coastal Bend Bays and Estuaries to create an Outdoor Classroom in the area next to the Park Office in Dick Kleberg Park and to authorize Parks Director to sign agreement (copy attached).**

**History: The Parks Department has a long history of partnerships with Coastal Bend Bays and Estuaries Program. We have received other funding assistance, program instruction, guidance and their presence at events and advisement on Coastal issues relating to park properties etc. We receive a lot of assistance with our camps and our staff learns a lot for our nature based programming from this organization and its staff. We have been discussing the Outdoor Classroom for some time and they had some funds available and offered for us to use here at Dick Kleberg Park. For more information, please refer to the application attached. to install a shade structure, picnic tables, electrical service, telescopes, educational materials and signage in the area next to the park Office. It will become a part of the Sensory Garden we are installing in the same area through the Texas Parks and Wildlife Grant. This is a reimbursement grant so funding will need to be provided and we will apply for reimbursement upon completion which should turn around quickly.**

**Financial Impact: This grant will provide \$7000 in financial assistance.**

**We ask that the Commission approve this project and agreement and authorize Parks Director to sign attached agreement.**

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PARKS DIRECTOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF KINGSVILLE PARKS & RECREATION AND COASTAL BEND BAYS & ESTUARIES PROGRAM, INC. FOR OUTDOOR CLASSROOM PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") has previously benefited from grant agreements with other governmental bodies and private entities for the benefit of our citizenry when able to do so; and

**WHEREAS**, the Coastal Bend Bays & Estuaries Program, Inc. ("CBBEP") is a non-profit corporation that is willing to provide \$7,000.00 of funding to reimburse the City for work performed, signage installed, and supplies purchased for an outdoor classroom project at Dick Kleberg Park; and

**WHEREAS**, the City has previously entered into grant agreements with other entities and found them to be useful; and

**WHEREAS**, the City desires to participate in the grant program offered by CBBEP for this project; and

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

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

I.

**THAT** the Parks Director is authorized and directed as an act of the City of Kingsville, Texas to apply for and enter into an Agreement between the City of Kingsville Parks & Recreation and Coastal Bend Bays & Estuaries Program, Inc. for an outdoor classroom project in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 28th day of August, 2023.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between **KINGSVILLE PARKS & RECREATION** ("PERFORMING PARTY") and **COASTAL BEND BAYS & ESTUARIES PROGRAM, INC.** ("CBBEP"), a non-profit corporation organized and existing under the laws of the State of Texas (individually "Party" and together ("Parties").

**Whereas**, PERFORMING PARTY has agreed to the following tasks:

- Install an outdoor classroom at the Kingsville Parks & Recreation's Dick Kleberg Park that can be used by educators and staff to promote an interest in science and the outdoors.
- Install an outdoor classroom that includes the following components: raised flower beds, native plants, shade structure, seating, and passive learning signs.
- Any signs and printed materials must include the CBBEP and USFWS logos and contain the following language: "This project has been funded through an agreement with the Coastal Bend Bays & Estuaries Program and utilizes funds awarded by USFWS."
- Provide drafts of signs and printed materials to CBBEP for review prior to printing.
- Use Kingsville Parks & Recreation social media pages to promote the construction and completion of the outdoor classroom.
- Work with CBBEP educators to schedule a TEKS-aligned training workshop for Kingsville Parks & Recreation and collaborative educational staff – training will promote best practices for instruction, develop a plan for usage and maintenance of the outdoor classroom and should be scheduled in the first year of implementation.
- Prepare a short, summary report that describes the activities accomplished during the project by no later than August 31, 2024 - the report should include photographs of the completed activities.

**NOW THEREFORE**, CBBEP and PERFORMING PARTY, intending to be and being legally bound, do hereby agree as follows:

1. **PERFORMING PARTY OBLIGATIONS.** PERFORMING PARTY shall be obligated to provide the above-mentioned tasks. The PERFORMING PARTY is not obligated to perform any other actions without the written consent of the CBBEP.
2. **CBBEP PAYMENT.** CBBEP agrees to pay SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000) upon completion of the above-mentioned tasks and submittal of an invoice from the PERFORMING PARTY. Any additional tasks or expenses must be acknowledged in writing by the CBBEP and PERFORMING PARTY.
3. **AGREEMENT TERM.** The term of this agreement begins upon execution of this Agreement, and shall terminate on August 31, 2024, unless terminated early in accordance with the terms of this Agreement.
4. **INSURANCE REQUIREMENTS.** PERFORMING PARTY must certify the minimum insurance coverages and provide proof of insurance upon request by CBBEP.
5. **INDEMNIFICATION.** PERFORMING PARTY HEREBY BINDS HIMSELF, ALL SUCCESSORS, ASSIGNS, AGENTS, AND LICENSEES TO INDEMNIFY AND HOLD HARMLESS CBBEP FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES, AND DAMAGES, IN

**CONTRACT, STRICT LIABILITY, OR IN TORT, FOR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED WITH IMPLEMENTATION OF THIS AGREEMENT, WHERE SUCH INJURY OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF CBBEP, ITS AGENTS OR EMPLOYEES.**

**6. GOVERNING LAW.** This Agreement is declared to be a Texas contract, and all of the terms hereof shall be construed according to the laws of the State of Texas.

**7. SUSPENSION; TERMINATION.**

- a. For Cause. In the event of PERFORMING PARTY's failure to perform the tasks as required by the Agreement, violation of applicable law, substantial or material default, or other cause, CBBEP may suspend the services or terminate this Agreement for cause.
- b. Force Majeure. In the event of delay or failure of performance caused by force majeure, CBBEP may terminate this Agreement in whole or part upon thirty (30) days written notice.
- c. For Convenience. CBBEP may terminate this Agreement for convenience and without cause upon thirty (30) days' notice.
- d. Payment Adjustment. If the CBBEP terminates for convenience or because of force majeure, PERFORMING PARTY shall be paid only for goods and services provided and necessary expenses incurred prior to termination.

**8. NOTICES.** All notices, demands, requests and other communications required or permitted to be given or made upon either Party shall be in writing, shall be deemed to be given for purposes of this Agreement on the date such writing is received by the intended recipient thereof, and shall be delivered personally, by registered or certified mail (postage prepaid), reliable overnight delivery service (fees prepaid), facsimile, or other electronic means, acceptable to the Party receiving same, addressed to the Party to whom such notice is directed:

If to CBBEP:

Coastal Bend Bays & Estuaries Program  
Attn: Kim Ogden  
1305 N. Shoreline Blvd., Suite 205  
Corpus Christi, TX 78401  
Telephone: (361) 336-0304  
E-Mail: kogden@cbbep.org

If to PERFORMING PARTY:

Kingsville Parks & Recreation  
Attn: Susan Ivy, Director  
501 W. Santiago Park Lane  
Kingsville, TX 78363  
Telephone: (361) 219-9125  
E-Mail: sivy@cityofkingsville.com

**9. ENTIRE AGREEMENT.** This Agreement and attachments constitute the entire agreement between the parties hereto and no further modification of the Agreement shall be binding unless evidenced by an agreement in writing signed by CBBEP and PERFORMING PARTY.

EXECUTED as of the Effective Date set forth above.

Coastal Bend Bays & Estuaries Program, Inc.,  
a non-profit corporation under the laws of the State of Texas

By: \_\_\_\_\_

Name: Kiersten Stanzel

Title: Executive Director

PERFORMING PARTY

By: \_\_\_\_\_

Name: Susan Ivy

Title: Director, Kingsville Parks & Recreation

# **AGENDA ITEM #8**

# **AGENDA ITEM #9**

# **AGENDA ITEM #10**