

# *City of Kingsville, Texas*

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**AGENDA**  
**CITY COMMISSION**  
**MONDAY, OCTOBER 23, 2023**  
**REGULAR MEETING**  
**CITY HALL**  
**HELEN KLEBERG GROVES COMMUNITY ROOM**  
**400 WEST KING AVENUE**  
**5:00 P.M.**

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

**I. Preliminary Proceedings.**

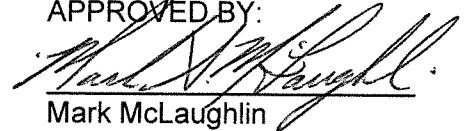
**OPEN MEETING**

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

**MINUTES OF PREVIOUS MEETING(S)**

Regular Meeting – October 10, 2023

APPROVED BY:

  
Mark McLaughlin  
City Manager

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

None.

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

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

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

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

**V.**

**Consent Agenda**

**Notice to the Public**

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

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

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

1. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, amending the location of speed limit zones on West King Avenue and reducing the speed limit to 45 mph; providing for appropriate penalties, fines, and fees regarding the regulation thereof. (per TxDOT request). (City Attorney).
2. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, providing for a revised school zone for the Santa Gertrudis Independent School District's Elementary and Intermediate School on King Street. (per TxDOT request). (City Attorney).
3. Motion to approve membership with Electric Reliability Council of Texas (ERCOT) for 2024. (renewal of annual membership). (City Attorney).

**REGULAR AGENDA**

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

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

4. Consider appointing Eden Hernandez to the Zoning Board of Adjustment for a two-year term as a regular member. (Interim Planning & Economic Development Director).
5. Consider a resolution accepting a Petition for and calling for a public hearing on the creation of the Somerset at Kingsville Public Improvement District Number 1 within the City of Kingsville, Texas pursuant to Chapter 372 of the Texas Local Government Code and authorizing the mailing and publication of notice of the public hearing. (City Attorney).
6. Consider a resolution of the City Commission of the City of Kingsville, Texas, setting a public hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone within the City of Kingsville, Texas; authorizing the issuance of notice by the City Manager of Kingsville, Texas regarding the public hearing; directing the City to prepare a preliminary reinvestment zone financing plan; and providing for an effective date. (City Attorney).
7. Consider declaring Oxcon Systems the sole source product and Andale Construction the sole source installer of polymeric composite micro materials and awarding quote for same. (for concrete overlay on parts of Kleberg Avenue and on parts of 8th Street; using Street Maintenance Fee). (Purchasing Manager).
8. Consider approving a Proclamation naming November 3, 2023 as Arbor Day in the City of Kingsville. (Parks Director).

9. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III-Administration, Article 3-Departments, Boards, & Commissions, by adopting Sections 3-3-160 through 3-3-170, providing for creation of a Tree Board, duties, prohibitions, recommendations, and education. (Parks Director).
10. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the Water Meter Carry Over Project. (Finance Director).
11. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the purchase orders rolled forward from the prior Fiscal Year. (Finance Director).
12. Consider authorizing use of Tourism ARP Funds for installation of signage at Tourism Center. (Tourism Director).
13. Consider introduction of an ordinance amending the Fiscal Year 2023-2024 Budget to appropriate funding for the additional expenditures on the Tourism Video Signage Carry-Over Project. (Tourism Director).
14. Consider a resolution authorizing the City Manager to execute a Lease with Maintenance Agreement, State and Local Government Addendum, and other documents related thereto with Toshiba Business Solutions. (copier services; via DIR purchasing program). (IT Director).
15. Consider authorizing use of ARP Funds for Police Department network improvements. (IT Director).
16. Consider authorizing purchase of Police Department network improvements through FreelT Data Solutions of Austin, Texas via DIR Contract as per staff recommendation. (using ARP funds). (IT Director).
17. Consider authorizing purchase of Police Department access control as part of network improvements through American Integrated Solutions of Corpus Christi, Texas via GoodBuy Contract as per staff recommendation. (using ARP funds). (IT Director).
18. Consider introduction of an ordinance amending the Fiscal 2023-2024 Budget to appropriate funding for the Police Department technology infrastructure. (network improvements ARP funds). (IT Director).
19. Consider introduction of an ordinance amending the Fiscal 2023-2024 Budget to appropriate funding for the purchase of golf equipment and course improvements. (Parks Director).
20. Consider authorizing use of ARP Funds for various Park improvements. (Parks Director).
21. Consider introduction of an ordinance amending the Fiscal 2023-2024 Budget to appropriate funding for the ARP funded Parks projects roll forward from the prior fiscal year. (Parks Director).
22. Consider additional one-time compensation for Finance Director for work performed during the budgetary process due to Accounting Manager vacancy. (City Manager).
23. Consider out-of-state travel for Commissioner Torres to attend the NALEO Policy Institute on Health: Creating Pathways Toward Latino Well-Being from November 15-18, 2023 in Newport Beach, CA. (Commissioner Torres).

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

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall, City of Kingsville, 400 West King Avenue, 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:

October 20, 2023, at 3:00 P.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



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

OCTOBER 10, 2023

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, OCTOBER 10, 2023, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

**CITY COMMISSION PRESENT:**

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

**CITY COMMISSION ABSENT:**

Ann Marie Torres, Commissioner

**CITY STAFF PRESENT:**

Mark McLaughlin, City Manager  
Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
Kyle Benson, Director of Information & Technology  
Derek Williams, IT  
Emilio Garcia, Health Director  
Deborah Balli, Finance Director  
Bill Donnell, Public Works Director  
Diana Gonzales, Human Resources Director  
Joseph Ramirez, Engineer Assistant  
Kwabena Agyekum, Senior Planner/HPO  
Janine Reyes, Tourism Director  
Brad Lile, Interim Police Chief  
Rudy Mora, Engineer  
Mike Mora, Capital Improvements Manager

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate opened the meeting at 5:00 P.M. with four commission members present. Commissioner Torres was absent from the meeting.

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

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

**MINUTES OF PREVIOUS MEETING(S)**

**Special Meeting – August 22, 2023**

**Regular Meeting – August 28, 2023**

**Regular Meeting – September 5, 2023**

**Regular Meeting – September 25, 2023**

Motion made by Commissioner Lopez to approve the of August 22, 2023, August 28, 2023, September 5, 2023, and September 25, 2023, as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting “FOR”.

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

1. None.

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

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

Mr. Mark McLaughlin, City Manager reported that he will be interviewing a potential candidate for the position of Director of Planning & Development Services. He also gave a brief update on the position of Police Chief.

Ms. Courtney Alvarez, City Attorney reported that the next city commission meeting is scheduled for Monday, October 23, 2023. The deadline for staff to submit agenda items for this meeting is Friday, October 13, 2023.

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

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

No public comments were made.

#### **V.**

##### **Consent Agenda**

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

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

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

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

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

**1. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget for additional funding for professional services for the legal department. (City Attorney).**

**2. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 budget to appropriate funding for emergency repairs to water well #24. (Public Works Director).**

**3. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 budget to appropriate funding for surveying costs for the proposed utility easements within Farm Lots 11 and 14, Section 11, Kleberg Town and Improvement Company Subdivision. (City Engineer).**

**4. Motion to approve the reappointment of Alonzo Lopez to the Civil Service Commission for a three-year term ending on 10/27/2026. (Human Resources Director).**

**5. Motion to approve the reappointment of Ms. Jeri Morey to the Historical Development Board for a three-year term. (Interim Planning & Economic Services Director).**

## **REGULAR AGENDA**

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

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

**6. Consider appointment of Michael A. McAdams, PhD to the Health Board for a three-year term. (Health Director).**

Motion made by Commissioner Alvarez to approve the appointment of Michael A. McAdams, PhD to the Health Board for a three-year term, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alvarez, Fugate voting "FOR".

**7. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, amending the location of speed limit zones on West King Avenue and reducing the speed limit to 45 mph; providing for appropriate penalties, fines, and fees regarding the regulation thereof. (per TxDOT request). (City Attorney).**

Ms. Alvarez stated that this was a request submitted to the city from Texas Department of Transportation (TXDOT). It is requested that the reduction of speed be approved within this area from 55mph to 45mph.

Mayor Fugate commented that there have been some fatal accidents within this area. Reducing the speed may prevent future accidents.

Introduction item.

**8. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, providing for a revised school zone for the Santa Gertrudis Independent School District's Elementary and Intermediate School on King Street. (per TxDOT request). (City Attorney).**

It is requested by TXDOT that a 35mph school zone be established from the west city limits of Kingsville a point of 0.031 miles East of the west city limits.

Introduction item.

**9. Consider a resolution approving the City of Kingsville's 2023 Tax Roll as submitted by the Kleberg County Tax Assessor-Collector pursuant to the Texas Property Tax Code, Chapter 26, Section 26.09(e). (Finance Director).**

Mrs. Deborah Balli, Finance Director stated that the city has received certified values from the Kleberg County Tax Accessor-Collector.

**Motion made by Commissioner Alvarez to approve the resolution approving the City of Kingsville's 2023 Tax Roll as submitted by the Kleberg County Tax Assessor-**

**Collector pursuant to the Texas Property Tax Code, Chapter 26, Section 26.09(e), seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR".**

**VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 5:11 P.M.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, TRMC, CMC, City Secretary

# **CONSENT AGENDA**

# **AGENDA ITEM #1**

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speed limit

10/10

z

Mary Valenzuela  
Wednesday, September 20, 2023 1:39 PM  
Mark McLaughlin; Courtney Alvarez  
FW: TxDOT Request for Adjustment of Speed Zones on SH 141  
City\_Ordinance\_Request\_SH\_141.docx.pdf

**Importance:** High

Mark & Courtney,

Below is an email from Bianca of TxDOT regarding the adjustment of the speed limit on SH 141.

**From:** Bianca Buitron <Bianca.Buitron@txdot.gov>  
**Sent:** Wednesday, September 20, 2023 1:27 PM  
**To:** Mary Valenzuela <mvalenzuela@cityofkingsville.com>  
**Subject:** TxDOT Request for Adjustment of Speed Zones on SH 141

This sender is trusted.

Good Afternoon Mary,

As discussed yesterday, TxDOT recently performed a speed study on SH 141 from 0.503 miles West of W Santa Gertrudis St to 0.721 miles East of W Santa Gertrudis St to investigate whether the speed limit might be able to be decreased. Based on the data that was received and the constraints of the roadway, we were able to reduce the speed limits within our study limits. I have attached a map to show the limits of our study that are within Kingsville City limits. Within the memo attached you will find the limits of these proposed speed zones to be passed by the City of Kingsville. If you find our proposal satisfactory, please secure city action and return two copies of the city ordinance to our office. Once we have this information, we will schedule sign installations. If you have any questions or need additional information, please contact me at (361) 808-2276.

Thank you,  
Bianca Mijares  
Corpus Christi District Traffic Operations, TxDOT

A Texas Department of Transportation message

**HELP**  
**#EndTheStreakTX**

End the streak of daily deaths  
on Texas roadways.





125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

September 20, 2023

The Honorable Sam Fugate  
Mayor of Kingsville, TX  
400 W. King Avenue  
Kingsville, TX 78363

Dear Mayor Fugate,

My name is Bianca Mijares and I work in the Corpus Christi District Traffic Engineering Office of the Texas Department of Transportation. We recently conducted a speed study along SH 141 from 0.503 miles West of W Santa Gertrudis St to 0.721 miles East of W Santa Gertrudis St and would like to propose to set the speed limits as shown below. We are proposing the following:

- That a 45-mph zone be established by the City of Kingsville from the west city limit of Kingsville (or W Santa Gertrudis Street) to a point 0.721 miles East of the west city limit.
- That a 35-mph school zone be established by the City of Kingsville from the west city limit of Kingsville (or W Santa Gertrudis Street) to a point 0.031 miles East of the west city limit.

If our proposal is satisfactory, please secure city action and return two copies of the city ordinance to our office. Once we have this information, we will schedule sign installations.

I have attached a map for your reference which includes the proposed speed zones in the area described above. If you have any questions or need additional information, please contact me at (361) 808-2276.

Sincerely,

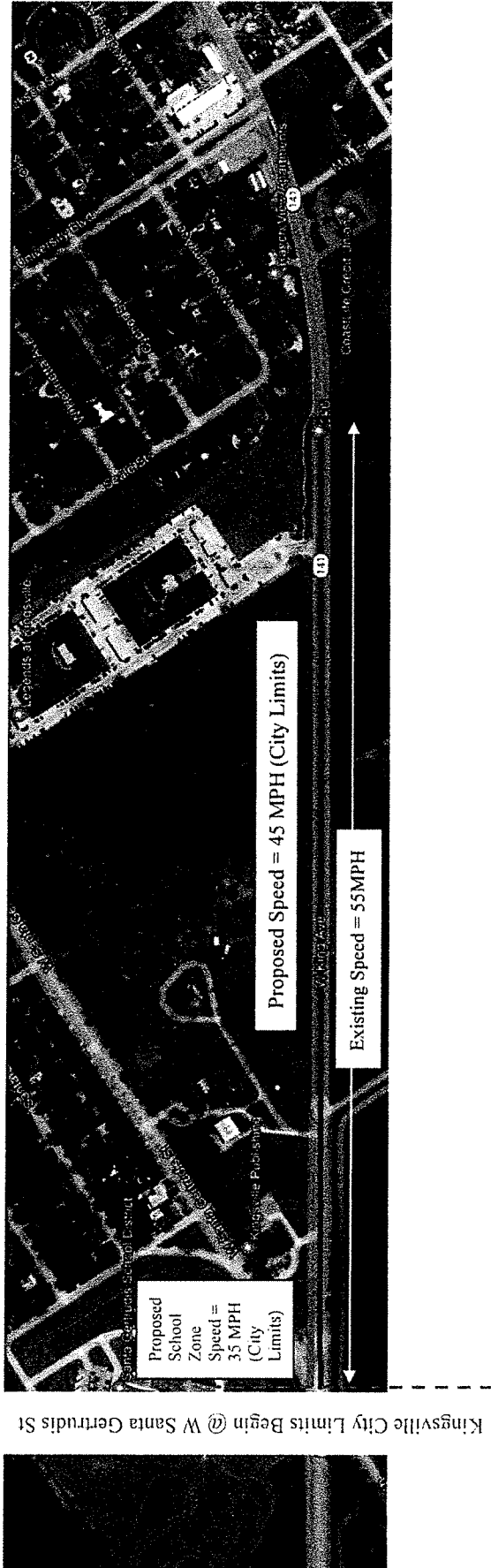
DocuSigned by:  
*Bianca B. Mijares*  
F568EE981A13480...

Bianca B. Mijares, P.E.  
Corpus Christi District Traffic Operations  
361-808-2276

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OUR MISSION: Connecting You With Texas

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Figure 1. SH 141 City of Kingsville Proposed Speed Zones



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

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 5, TRAFFIC SCHEDULES, AMENDING THE LOCATION OF SPEED LIMIT ZONES ON WEST KING AVENUE AND REDUCING THE SPEED TO 45 MPH; PROVIDING FOR APPROPRIATE PENALTIES, FINES, AND FEES REGARDING THE REGULATION THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

**WHEREAS**, the Texas Department of Transportation has requested this change to the speed limit zones on West King Avenue on September 20, 2023;

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

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

I.

**THAT** Schedule I of Article 5: Traffic Schedules of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**§ 7-5 SCHEDULE I: SPEED LIMITS.**

...

(B) U.S. and State Highways.

<i><b>Street</b></i>	<i><b>Location</b></i>	<i><b>Speed Limit</b></i>	<i><b>Ord. No.</b></i>	<i><b>Date Passed</b></i>
State Highway No. 141 (King Ave.)	Beginning at the west city limit to a point <del>0.690</del> <u>0.721</u> miles east of the west city limit	<del>55 mph</del> <u>45 mph</u>	81045; 2005- 44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	From a point 0.690 mile east of the west city limit to a point 0.888 mile east of the west city limit	45 mph	81045; 2005- 44	11-16-81; 11-28-05

State Highway No. 141 (King Ave.)	From a point 0.888 mile east of the west city limit to a point 1.091 miles east of the east city limit	35 mph	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	From a point 1.091 miles east of the west city limit to Loop 428 (14th St.)	30 mph, except portion signed for school zone, 25 mph when flashing	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	Beginning at the intersection of Loop 428(14th St.) in Kingsville to a point 0.605 mile east of Loop 428(14th St.)	35 mph, except portion signed for school zone at 25 mph when flashing	81045; 2005-44	11-16-81; 11-28-05
State Highway No. 141 (King Ave.)	From a point 0.605 mile east of Loop 428(14th St.) to the intersection of U.S. Highway No. 77 (By-Pass) in Kingsville	45 mph	81045	11-16-81

...

Penalty, see §1-1-99.

## II.

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

## III.

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

## IV.

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

**INTRODUCED** on this the 10th day of October, 2023.

**PASSED AND APPROVED** on this the 23rd day of October, 2023.

\_\_\_\_\_  
Sam Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #2**



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

September 20, 2023

The Honorable Sam Fugate  
Mayor of Kingsville, TX  
400 W. King Avenue  
Kingsville, TX 78363

Dear Mayor Fugate,

My name is Bianca Mijares and I work in the Corpus Christi District Traffic Engineering Office of the Texas Department of Transportation. We recently conducted a speed study along SH 141 from 0.503 miles West of W Santa Gertrudis St to 0.721 miles East of W Santa Gertrudis St and would like to propose to set the speed limits as shown below. We are proposing the following:

- That a 45-mph zone be established by the City of Kingsville from the west city limit of Kingsville (or W Santa Gertrudis Street) to a point 0.721 miles East of the west city limit.
- That a 35-mph school zone be established by the City of Kingsville from the west city limit of Kingsville (or W Santa Gertrudis Street) to a point 0.031 miles East of the west city limit.

If our proposal is satisfactory, please secure city action and return two copies of the city ordinance to our office. Once we have this information, we will schedule sign installations.

I have attached a map for your reference which includes the proposed speed zones in the area described above. If you have any questions or need additional information, please contact me at (361) 808-2276.

Sincerely,

DocuSigned by:  
*Bianca B. Mijares*  
F568EE981A13480...

Bianca B. Mijares, P.E.  
Corpus Christi District Traffic Operations  
361-808-2276

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125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

An aerial photograph of a residential area with street names like "W Santa Gertrudis St" and "Kingsville City Limits". A white box at the bottom left contains the text: "Proposed School Zone Speed = 35 MPH (City Limits)". A long double-headed arrow points from this box to another box on the right side of the map. The right box contains the text: "Existing Speed = 55MPH". Above the right box, there is a label: "Proposed Speed = 45 MPH (City Limits)". The map shows various buildings, streets, and green spaces.

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

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 5, TRAFFIC SCHEDULES; PROVIDING FOR A REVISED SCHOOL ZONE FOR THE SANTA GERTRUDIS INDEPENDENT SCHOOL DISTRICT'S ELEMENTARY AND INTERMEDIATE SCHOOL ON KING STREET; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the City of Kingsville received a request from the Texas Department of Transportation for this proposed school zone on September 20, 2023;

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

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

I.

**THAT** Schedule II: Speed Limits in School Zones of Article 5: Traffic Schedules of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**SCHEDULE II: SPEED LIMITS IN SCHOOL ZONES.**

The school zones defined herein, when properly marked, shall have speed limits as follows:

<i>School</i>	<i>Location</i>	<i>Speed Limit</i>	<i>Ord. No.</i>	<i>Date Passed</i>
Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at a point 1410 feet north of Santa Gertrudis Ave. on Santa Rosa Dr. and proceeding in a southerly direction along Santa Rosa Dr. to Santa Gertrudis Blvd.	15 mph	2009-24	8-31-09
Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at a point 206.64 feet east of Santa Rosa Dr. on Santa Fe Dr. and proceeding in a westerly direction along Santa Fe Dr. to Santa Rosa Dr.	15 mph	2009-24	8-31-09

Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at a point 201.01 feet east of Santa Rosa Dr. on Santa Maria Dr. and proceeding in a westerly direction along Santa Maria Dr. to Santa Rosa Dr.	15 mph	2009-24	8-31-09
Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at a point 200.37 feet east of Santa Rosa Dr. on Santa Monica Blvd. and proceeding in a westerly direction along Santa Monica Blvd. to Santa Rosa Dr.	15 mph	2009-24	8-31-09
Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at a point 204.5 feet east of Santa Rosa Dr. on Santa Cecelia Dr. and proceeding in a westerly direction along Santa Cecelia Dr. to Santa Rosa Dr.	15 mph	2009-24	8-31-09
Santa Gertrudis Independent School District Elementary & Intermediate School	Beginning at a point 364.09 feet West of Santa Rosa Dr. on Santa Gertrudis Ave. and proceeding in an Easterly direction along Santa Gertrudis Ave. a distance of 581.71 feet from the point of origin	15 mph	2009-24	8-31-09
Santa Gertrudis Independent School District Elementary & Intermediate School	<del>Beginning at a point 588 feet North West of Santa Gertrudis Ave. on King Street and proceeding in a South Easterly direction along King Street for a distance of 1116 feet from the point of origin</del>  <u>Beginning at the West city limit of Kingsville (or West Santa Gertrudis Street) to a point 0.031 miles East of the West city limit on King Street</u>	35 mph		
Santa Gertrudis Independent School District Academy High School	Beginning at a point 10 feet East of University Boulevard on W. Richard and proceeding in an Easterly direction along W. Richard a distance of 485 feet from the point of origin	15 mph	2009-24	8-31-09

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

III.

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

IV.

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

**INTRODUCED** on this the 10th day of October, 2023.

**PASSED AND APPROVED** on this the 23rd day of October, 2023.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #3**



## CITY OF KINGSVILLE LEGAL DEPARTMENT

P.O. Box 1458, Kingsville Texas 78364 Phone: 361-595-8016 Fax: 361-592-4696

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Date: October 19, 2023

To: City Commission Members

From: Courtney Alvarez, City Attorney

Re: ERCOT Membership Renewal

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**AGENDA ITEM:** Consider joining the Electric Reliability Council of Texas ("ERCOT") for 2024.

**ISSUE:** The City received notice that the ERCOT membership applications for 2024 are due by November 17, 2023, and it has been recommended that we join to give cities greater representation in ERCOT and on ERCOT's policy-making boards.

**BACKGROUND:** The City has been a member of ERCOT each year since 2009. ERCOT has begun accepting membership applications for 2024. In order to vote in the upcoming ERCOT elections, our city must be a member of ERCOT by November 17, 2023.

Since 2008, cities succeeded in placing city representatives on ERCOT's Board of Directors and on the Technical Advisory Committee due to their strong presence at ERCOT. ERCOT is an important arena in the effort to ensure that electricity rates in the deregulated Texas market are reasonable and stable. ERCOT membership is a straightforward way to influence electric market policy and costs \$100 to join. Membership in ERCOT gives the consumer presence greater clout at ERCOT and allows us to vote for city representatives to serve on ERCOT's most important policy-making bodies.

**REQUIRED COMMISSION ACTION:** Authorize staff to submit an application to join ERCOT for 2024 that includes payment of a \$100 membership fee.

**FUNDING:** Funds are available in the General Fund-City Special account.

**CONCLUSION & RECOMMENDATION:** Authorize staff to submit an application to join ERCOT for 2024.

## Courtney Alvarez

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**From:** Membership <membership@ercot.com>  
**Sent:** Monday, October 9, 2023 4:34 PM  
**Subject:** FW: M-C100923-01 ERCOT Membership Application for 2024 Membership Year Now Available Online

Caution! This message was sent from outside your organization.

Please see the following Market Notice that was issued today.

Thank you.



ERCOT Membership  
[membership@ercot.com](mailto:membership@ercot.com)

**From:** ERCOT Client Services <clientservices@ercot.com>  
**Sent:** Monday, October 9, 2023 4:00 PM  
**To:** NOTICE\_GENERAL@LISTS.ERCOT.COM; TAC and Others <tacandothers@lists.ercot.com>  
**Cc:** Ercot Account Managers <ErcotAccountManagers@ercot.com>; Market Support Services <MarketSupportServices@ercot.com>  
**Subject:** M-C100923-01 ERCOT Membership Application for 2024 Membership Year Now Available Online

**NOTICE DATE:** October 9, 2023

**NOTICE TYPE:** M-C100923-01 General

**SHORT DESCRIPTION:** ERCOT Membership Application for 2024 Membership Year Now Available Online

**INTENDED AUDIENCE:** Entities interested in becoming 2024 ERCOT Members

**DAY AFFECTED:** November 17, 2023

**LONG DESCRIPTION:** On October 9, 2023, ERCOT notified all 2023 ERCOT Members via email that the ERCOT Membership Application and Agreement (Application) for the 2024 Membership Year is now available for electronic completion online. The Application for the 2024 Membership Year may be accessed through the ERCOT's Public Portal (ServiceNow) at [Annual Membership Request](#). Applicants that do not have an existing ERCOT Public Portal account will need to create an account by clicking on the *New Users Click here to Register* link on the login page. ERCOT is no longer accepting Applications via email.

Market Participants may become, but are not required to be, ERCOT Members, subject to the requirements of the ERCOT Bylaws. A Member Applicant may join as a Corporate, Associate or Adjunct Member. Corporate Membership includes the right to vote on matters submitted to the general Membership, such as election of Technical Advisory Committee (TAC) Representatives and members of TAC subcommittees.

ERCOT Membership terms are for no more than one Membership Year and do not renew automatically. The 2024 Membership Year begins on January 1, 2024, and ends on December 31, 2024. To become an ERCOT Member for the 2024 Membership Year, an authorized representative of the applying entity must complete and electronically sign (by selecting, I agree to the terms of the Membership Agreement) the Application online, pay the applicable Annual Member Dues required by ERCOT Bylaws Section 3.4, and receive electronic confirmation of approval from ERCOT.

ERCOT has reduced staff available onsite to receive, distribute, and manage incoming postal mail, deliveries, faxes on a daily basis. As such, all Annual Member Dues shall be submitted by wire transfer. Contact ERCOT at [membership@ercot.com](mailto:membership@ercot.com) for electronic funds transfer instructions. Annual Member Dues are payable as follows:

Member Category	Annual Dues (\$)
<b>Corporate (General) – Voting</b>	2,000
• Residential Consumer - Corporate	100
• Office of Public Utility Counsel - Corporate	Complimentary
• Appointed Residential Consumer TAC Rep. - Corporate	Complimentary
• Commercial Consumer – Corporate	100
<b>Associate (General) – Non-voting</b>	500
• Residential Consumer – Associate	50
• Commercial Consumer – Associate	50
<b>Adjunct – Non-voting</b>	500

Any Member may request that the Member’s Annual Member Dues be waived for good cause shown. Annual Member Dues are not prorated even if Membership is approved by ERCOT after the 2024 Membership Year has begun.

The announcement of the members of TAC for the 2024 year will occur at the Fifty-third Annual Membership Meeting on December 18, 2023 (Annual Meeting). In accordance with the ERCOT Bylaws, the Record Date for 2024 ERCOT Corporate Members to vote on matters, if any, brought before the Corporate Members at the Annual Meeting is Friday, November 17, 2023. Your entity would have to be approved in writing by ERCOT as a Corporate Member for the Membership Year 2024 no later than the Record Date of November 17, 2023, to be eligible to cast votes, if any voting matters are taken up, at the Annual Membership Meeting on December 18, 2023.

Given that the Application must be reviewed by ERCOT for approval, those interested in applying for Membership should do so well in advance of November 17, 2023, to avoid potential delays that could affect the start date of Membership (such as questions related to Segment eligibility and requests for additional information). All Applications for the 2024 Membership Year shall be submitted online at Annual Membership Request. The link should take you directly to the Annual Membership Application. Alternatively, if you log into ERCOT's Public Portal (ServiceNow) online you can find the Application by searching for "Annual" or "Member" in the search bar on the landing page.

**ADDITIONAL INFORMATION:** Please note that being registered as a Market Participant is independent from being a Member. Membership is completely optional and does not interfere with your Market Participant status. For more information or to obtain a copy of the ERCOT Bylaws and Certificate of Formation, please visit ERCOT's website at <http://www.ercot.com/about/governance>. Other related Membership information, including a link to the online portal for Membership Applications, is posted on the Membership page of the ERCOT website at <http://www.ercot.com/about/governance/members>.

**CONTACT:** If you have any questions, please contact your ERCOT Account Manager. You may also call the general ERCOT Client Services phone number at (512) 248-3900 or contact ERCOT Client Services via email at [ClientServices@ercot.com](mailto:ClientServices@ercot.com).

**If you are receiving emails from a public ERCOT distribution list that you no longer wish to receive, please follow this link in order to unsubscribe from this list:** <http://lists.ercot.com>.

dg



# **REGULAR AGENDA**

# **AGENDA ITEM #4**

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

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Kobby Agyekum, Senior Planner/HPO

DATE: October 11, 2023

SUBJECT: Appointment of Eden Hernandez to the Zoning Board of Adjustment.

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**Summary:** The Department of Planning and Development Services works with the City's Zoning Board of Adjustment. There are vacancies on the board and Mr. Hernandez is willing to serve on the board for a two-year term as a regular member.

**Background:** The Code of Ordinances of the City of Kingsville provides for a Zoning Board of Adjustment in Chapter XV, Article 6-Board of Adjustment. The board is to be composed of five members plus three alternative members, who serve in the absence of one or more regular members when requested to do so. He will serve in an advisory capacity and have no authority to bind the City except for applications as stated in the ordinance. Members serve for two-year terms. Eden Hernandez is a long-time resident who had all his education from High School to Doctorate degree at HM King and Texas A&M Kingsville respectively and has businesses in the city. He is currently employed as the Assistant Superintendent of Schools for Bishop CISD. He wants to serve on the board for a two-year term as a regular member and we think he will be an asset to the board.

**Financial Impact:** None.

**Recommendation:** Appoint Eden Hernandez to serve on the City's Board of Adjustment for a two-year term as a regular member.



Eden Hernandez  
2460 N Young Drive  
Kingsville, TX 78363  
(361)228-4465  
edenhernandez1026@gmail.com

August 30, 2023

Kwabena "Kobby" Agyekum  
Planning and Development Services  
City of Kingsville  
400 W. King Avenue  
Kingsville, TX 78363

Dear Kwabena "Kobby" Agyekum:

Please accept this letter as an expression of interest to serve the community of Kingsville. I am aware of the various boards that help support and improve our community. I am open to volunteer on any committee that may be in need of community members with vision, enthusiasm and dedication to improvement. I was born and raised in Kingsville and lived in the community until the age of 35. I recently built a home in Kingsville and have moved back into the community.

I am a high school graduate of H.M. King and earned three degrees (bachelors, masters, and doctorate) from Texas A&M - Kingsville. I am currently employed as the Assistant Superintendent of Schools for Bishop CISD. I have held that position for the past 21 years. Prior to Bishop CISD, I was a teacher in Robstown and a campus administrator in Sharyland ISD. Additionally, I founded two businesses in Kingsville. I owned a cheer and fitness facility (Aerobics & Stuff) for more than 13 years and a restaurant (Spices Bar & Grill) for more than two.

If you have questions, please contact me at (361)228-4465. I look forward to further discussions on how I may best serve the City of Kingsville.

Sincerely,

*Eden Hernandez*

# **AGENDA ITEM #5**

**RESOLUTION ACCEPTING A PETITION FOR AND CALLING FOR A PUBLIC HEARING ON THE CREATION OF THE SOMERSET AT KINGSVILLE PUBLIC IMPROVEMENT DISTRICT NUMBER 1 WITHIN THE CITY OF KINGSVILLE, TEXAS PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE AND AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF THE PUBLIC HEARING**

WHEREAS, the City Commissioners of the City (the “City Commission”) of Kingsville, Texas (the “City”) received a petition (the “Petition”) requesting creation of a public improvement district (the “PID”) under Chapter 372 of the Texas Local Government Code (the Act), from the record owners of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Kleberg County) in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment under the proposal; and

WHEREAS, the Petition, a copy of which is attached hereto as Exhibit A, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act and to be sufficient for consideration by the City Commission; and

WHEREAS, the boundaries of the proposed PID are described in the attachment to the Petition and shown on the map attached hereto as Exhibit B, said area for the PID being within the City; and

WHEREAS, the City Commissioners accept the Petition and desire to schedule a public hearing to consider the creation of the PID to finance the following public improvements: onsite roads (including, but not limited to a collector road) and associated utility improvements (water, sewer, drainage), offsite sewer extension (and if needed, offsite roads, water, and drainage), onsite public improvements for residential lots (sewer, water, streets, and drainage), the improvement and construction of water, sanitary sewer, drainage, dry utilities (gas and electric), detention ponds, storm sewer, road, landscaping in public rights of way, or sidewalks, right of way acquisition costs, easement acquisition costs, appraisal costs, geotechnical and hydrological engineering costs, environmental inspections/testing/and remediation costs, well plugging costs, demolition costs, floodplain reclamation costs, tree mitigation costs, park/entry/amenity improvement costs, including any cost or expense of purchasing, constructing, maintaining, acquiring, owning, operating, repairing, leasing, improving, extending, or paying for inside (i.e. onsite) and outside (i.e. offsite) the district boundaries; flood plain and wetlands regulation and endangered species permits, stormwater permits, including mitigation; and all works, improvements, facilities, plants, equipment, appliances, interest in property, and contract rights needed thereof, and administrative facilities needed in connection therewith, related surveying, engineering, and legal fees, costs and expenses, and all rights of way and other interests in land necessary or convenient in connection therewith, as well as reasonable contingencies, associated with the costs of public improvements (collectively, the “Authorized Improvements”). Further, the public improvements financed by the District may include public improvements in compliance with Chapter 372 and in accordance with governing laws. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

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

SECTION 1: THAT a public hearing is hereby scheduled at 5:00 p.m. on November 27, 2023, at City Hall, Helen Kleberg Groves Community Room, 400 West King Avenue, Kingsville, Texas 78363 to receive public comment on the creation of the PID in the area described in the petition attached as Exhibit A and as shown on the map in Exhibit B, pursuant to the Act; and

SECTION 2: THAT notice of said hearing, in the substantially final form presented herewith in Exhibit C, with such changes as may be approved by the City's counsel, shall be published in a newspaper of general circulation in the City before the 15<sup>th</sup> day prior to the hearing as required by the Act; and

SECTION 3: THAT written notice, in the substantially final form presented herewith with such changes as may be approved by the City's counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment under the PID, before the 15<sup>th</sup> day prior to the date set for the hearing.

Passed by the City Commission of the City of Kingsville this 23rd day of October 2023.

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Sam Fugate, Mayor  
City of Kingsville, Texas

ATTEST:

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

APPROVED AS TO FORM:

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Courtney Alvarez, City Attorney  
City of Kingsville, Texas

**EXHIBIT A**

PETITION



PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO  
BE NAMED THE SOMERSET AT KINGSVILLE  
PUBLIC IMPROVEMENT DISTRICT NO. 1

THE STATE OF TEXAS           §  
  §  
CITY OF KINGSVILLE       §

TO: THE HONORABLE MAYOR AND COMMISSIONERS OF THE CITY OF KINGSVILLE

The undersigned petitioner (the "Petitioner"), acting pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Code"), submits this petition ("Petition") to the City Secretary to request the creation of a public improvement district (the "District") in the territory described in Exhibit A attached hereto (the "Subject Property") within the City of Kingsville, Texas (the "City"), and in support of this petition the Petitioner presents the following:

**Section 1. Petitioner.** In compliance with the requirements of the Code, Section 372.005(b), as determined by the current tax roll of the Kleberg County Appraisal District, the Petitioner constitute: (i) the owners of taxable real property representing more than fifty-percent (50%) of the appraised value of taxable real property proposed to be liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than fifty-percent (50%) of the area of all taxable real property that is liable for assessment under such proposal.

**Section 2. Name.** A public improvement district is being requested, which shall be named the "Somerset at Kingsville Public Improvement District No. 1" (referred to herein as the "District").

**Section 3. General Nature of the Proposed Public Improvements.** The general nature of the work proposed to be done may include, but is not limited to, onsite roads (including, but not limited to a collector road) and associated utility improvements (water, sewer, drainage), offsite sewer extension (and if needed, offsite roads, water, and drainage), onsite public improvements for residential lots (sewer, water, streets, and drainage), the improvement and construction of water, sanitary sewer, drainage, dry utilities (gas and electric), detention ponds, storm sewer, impact fees for capacity, road, landscaping in public rights of way, or sidewalks, right of way acquisition costs, easement acquisition costs, appraisal costs, geotechnical and hydrological engineering costs, environmental inspections/testing/and remediation costs, well plugging costs, demolition costs, water and sewer impact fees, floodplain reclamation costs, tree mitigation costs, park/entry/amenity improvement costs, including any cost or expense of purchasing, constructing, maintaining, acquiring, owning, operating, repairing, leasing, improving, extending, or paying for inside (i.e. onsite) and outside (i.e. offsite) the district boundaries; flood plain and wetlands regulation and endangered species permits, stormwater permits, including mitigation; and all works, improvements, facilities, plants, equipment, appliances, interest in property, and contract rights needed thereof, and administrative facilities needed in connection therewith, related surveying, engineering, and legal fees, costs and expenses, and all rights of way and other interests in land necessary or convenient in connection therewith, as well as reasonable contingencies, associated with the costs of public improvements (collectively, the "Authorized Improvements"). Further, the public improvements financed by the District may include public improvements in compliance with Chapter 372 and in accordance with governing laws.

**Section 4. Estimated Cost of Proposed Public Improvements.** The estimated cost is approximately \$25,000,000 (including formation, issuance and other financing costs) (the “Authorized Improvement Cost”).

**Section 5. Boundaries.** The proposed boundaries are described as metes and bounds in Exhibit A and further shown in Exhibit B.

**Section 6. Proposed Method of Assessment.** The Petitioner requests that the City authorize the District to accomplish its purposes and costs of services and improvements by an assessment against the Subject Property based on the special benefits accruing to the Subject Property because of the Authorized Improvements. The Code provides that the Authorized Improvement Cost may be apportioned to and assessed against the Subject Property in any manner that results in imposing equal shares of the cost on property similarly benefitted including, but not limited to, per front foot or square foot; value of the property as determined by the governing body, with or without regard to improvements on the property; or in any other manner that results in imposing equal shares of the cost on property similarly benefitted. The assessment methodology will result in each parcel paying equal shares costs of the Authorized Improvements with the assessments based on the special benefit conferred on the parcels by such improvements.

**Section 7. Apportionment of Costs between the City and the District.** The Petitioner proposes that the Authorized Improvement costs be apportioned solely to the District to the extent the Authorized Improvements confer a special benefit on the Subject Property. Approval and creation of the District will not obligate the City to provide any funds to finance the Authorized Improvements. All costs of the District shall be paid by and apportioned to the District, and not to the City, as a whole.

**Section 8. Management of the District.** The Petitioner requests that the District be managed by the City with, at the City’s option, the assistance of a third-party administrator hired by the City and paid for as part of the administrative costs of the District.

**Section 9. Advisory Body.** An advisory board may be established by the City to develop and recommend an improvement plan to the City Commission.

The signer of this petition requests the establishment of the District and this petition will be filed with the City Secretary in support of the creation of the District by the City Commission as herein provided.

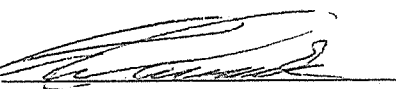
[Signatures follow on next pages]

Wherefore, this Petition satisfies all of the requirements of the Code for the creation of the District, and the Petitioner respectfully request the City create the District and include the Subject Property within such District, as described herein.

Respectfully submitted, this 5<sup>th</sup> day of September, 2023.

PETITIONER:

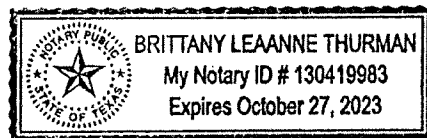
SOMERSET LAND  
DEVELOPMENT, LLC

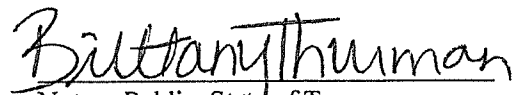
BY:   
Charles E. Cammack, Manager

ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF Kerr     §

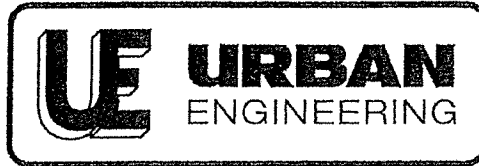
This instrument was acknowledgment before me on this 5<sup>th</sup> day of September, 2023, by Charles E. Cammack, Manager.



  
Notary Public, State of Texas

Printed Name of Notary: Brittany Thurman

Commission Expiration: Oct. 27, 2023



Job No. 43534.C2.00

May 5, 2022

Exhibit A  
54.53 Acre Tract

STATE OF TEXAS  
COUNTY OF KLEBERG

Fieldnotes, for a 54.43 Acre Tract of Land, being comprised of three Tracts, a portion of a 27.21 Acre Tract (Called 27.22 Acre Tract) out of Lots 2 & 5, Section No. 21, Kleberg Town and Improvement Company's Subdivision, a map of which is recorded in Book A, Pg. 85, Map Records of Kleberg County, Texas, called 27.22 Acre Tract described in a Special Warranty Deed from Victoria Bank and Trust Company to Eddie Yaklin, recorded in Volume 79, Page 154, Official Records of Kleberg County, Texas, a 12.36 Acre Tract out of the John Clayton Addition, a map of which is recorded in Envelope 145, Map Records of Kleberg County, Texas, said 12.36 Acre Tract described in a Warranty Deed from Jose A. Mendoza and Alice G. Mendoza to Eddie L. Yaklin, recorded in Volume 157, Page 271, Official Records of Kleberg County, Texas, and a 29.83 Acre Tract (Called 31.09 Acre Tract) out of Lot 6, Section No. 21, Kleberg Town and Improvement Company's Subdivision, a map of which is recorded in Book A, Pg. 85, Map Records of Kleberg County, Texas, called 31.09 Acre Tract described in a Warranty Deed from Lorell M. Ryan to Eddie Yaklin, recorded in Volume 427, Page 740, Official Records of Kleberg County, Texas; said 54.53 Acre Tract being more fully described as follows:

**Beginning**, at a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, on the East boundary line of a 27.22 Acre Tract of Land as described in a Warranty Deed with Vendor's Lien from Dawn Marie Hensley to Thomas Best and Glenda Best, recorded in Volume 487, Page 386, Official Records of Kleberg County, Texas, being the Northwest corner of a 20 Foot wide Drainage Easement as shown on the recorded plat of Manning Place, a map of which is recorded in Envelope 117, Plat Cabinet 1, of the said Map Records, for the Southwest corner of the said 29.83 Acre Tract and a Southwest corner of this Tract;

**Thence**, North 00°52'59" West, with the common boundary line of the said 27.22 Acre Tract and the said 29.83 Acre Tract, 1118.82 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, being the Northeast corner of the said 27.22 Acres, the West boundary line of the said 29.83 Acres, the Southeast corner of the said 27.21 Acres and for an inner ell corner of this Tract, from **Whence** a 5/8 Inch Iron Rod Found, bears North 48°37'05" West, 2.99 Feet;

**Thence**, South 89°06'04" West, with the common boundary line of the said 27.22 Acre Tract and the said 27.21 Acre Tract, 276.60 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, for a corner of this Tract, from **Whence**, a 5/8 Inch Iron Rod Found, for the Southwest corner of the said 27.21 Acre Tract bears, South 89°06'04" West, 842.75 Feet;

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Page 1 of 4

OFFICE: (361)854-3101      2725 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404      FAX (361)854-6001  
[www.urbaneng.com](http://www.urbaneng.com)  
TBPE Firm # 145 • TBPLS Firm # 10032400

**Thence**, North 00°57'56" West, over and across the said 27.21 Acre Tract, 768.72 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, for an inner ell corner of this Tract;

**Thence**, South 89°06'04" West, over and across the said 27.21 Acre Tract, 842.75 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, on the West boundary line of the said 27.21 Acre Tract, for an outer corner of this Tract;

**Thence**, North 00°57'56" West, with the West boundary line of the said 27.21 Acres, at 285.19 Feet, pass a 5/8 Inch Iron Rod with plastic cap stamped "RPLS 1963" Found in concrete, in all 291.28 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, being the Southwest corner of Lot 1, Burris Acres, a map of which is recorded in Volume 2, Page 45, of the said Map Records, for the Northwest corner of the said 27.21 Acres and of this Tract;

**Thence**, North 89°06'04" East, with the common boundary line of Lots 1-5, of the said Burris Acres and the said 27.21 Acres, 1117.40 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, on the West boundary line of a 16.73 Acre Tract as described in a Special Warranty Deed from Goldia Burroughs Hubert to Goldia Burroughs Hubert and Laverne Patrick Hubert, recorded in Document No. 308415, of the said Official Records, being the Southeast corner of the said Lot 5, Burris Acres, the Northeast corner of the said 27.21 Acres and for an outer ell corner of this Tract;

**Thence**, South 01°03'44" East, with the common boundary line of the said 16.73 Acres and the said 27.21 Acres, 188.12 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, on the East boundary line of the said 27.21 Acres, for the common corner of the said 16.73 Acres, the said 12.36 Acres and of this Tract, from **Whence** a 5/8 Inch Iron Rod Found, bears North 43°21'41" East, 3.26 Feet;

**Thence**, North 88°56'16" East, with the common boundary line of the said 16.73 Acres and the said 12.36 Acres, 639.51 Feet, to a 5/8 Inch Iron Rod with plastic cap stamped "TEXAS GEO TECH" Found, on the South boundary line of the said 16.73 Acres, for the common corner of Lot A, John Clayton Addition, a map of which is recorded in Envelope 145, of the said Map Records, the said 12.36 Acres and of this Tract;

**Thence**, South 01°03'44" East, with the common boundary line of Lots A and B, of the said John Clayton Addition and the said 12.36 Acres, at 350.00 Feet, pass a 5/8 Inch Iron Rod Found, being the common corner of the said Lots A and B, in all 700.00 Feet, to a 5/8 Inch Iron Rod Found, for the common corner of the said Lot B, the said 12.36 Acres and for an inner ell corner of this Tract;

**Thence**, North 88°56'16" East, with the common boundary line of the said Lot B and the said 12.36 Acres, 622.30 Feet, to the West Right-of-Way line of F.M. 1717, a public roadway, the common corner of the said Lot B, the said 12.36 Acres and for a Northeast corner of this Tract, from **Whence** a 5/8 Inch Iron Rod Found, bears North 28°09'42" West, 0.22 Feet;

**Thence**, South 01°01'10" East, with the common boundary line of the said F.M. 1717, the said 12.36 Acres and the said 29.83 Acres, 146.44 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, on the said Right-of-Way line, for a common corner of Lot 5, Block 2, Manning Place, a map of which is recorded in Volume 106, Page 4, Envelope 24, of the said Map Records, the said 29.83 Acres and of this Tract, for the beginning of a non-tangent curve to the Left, having a delta of 90°45'23", a radius of 15.00 Feet, an arc length of 23.76 Feet, and a chord which bears North 45°41'58" West, 21.35 Feet;

Thence, with the common boundary line of the said Lot 5, the said 29.83 Acres and the said non-tangent curve to the Left, 23.76 Feet, to a 5/8 Inch Iron Rod Found, for a common corner of the said Lot 5, the said 29.83 Acres and of this Tract;

Thence, South 88°55'20" West, with the said common boundary line, 202.62 Feet, to a 1/2 Inch Iron Rod Found, being the common corner of the said Lot 5, the said 29.83 Acres and for an inner ell corner of this Tract;

Thence, South 00°57'57" East, with the common boundary line of Lots 1-5, Block 2, of the said Manning Place and the said 29.83 Acres, at 120.00 Feet, pass a 5/8 Inch Iron Rod Found (In Pipe), being the common corner of the said Lots 4 and 5, in all 600.20 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, being the common corner of the said Lot 1, Block 2, the said 29.83 Acres and for the inner ell corner of this Tract;

Thence, North 88°55'20" East, with the common boundary line of the said Lot 1, Block 2 and the said 29.83 Acres, 204.66 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, being the common corner of the said Lot 1, Block 2, the said 29.83 Acres and of this Tract, for the beginning of a circular curve to the Left, having a delta of 90°36'13", a radius of 15.00 Feet, an arc length of 23.72 Feet, and a chord which bears North 44°13'27" East, 21.32 Feet;

Thence, with the common boundary line of the said Lot 1, the said 29.83 Acres and the said circular curve to the Left, 23.72 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, on the said Right-of-Way line, for a common corner of the said Lot 1, the said 29.83 Acres and of this Tract;

Thence, South 00°10'52" East, with the common boundary line of the said Right-of-Way line and the said 29.83 Acres, 90.41 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, on the said Right-of-Way line, being a common corner of Lot 14, Block 1, of the said Manning Place, the said 29.83 Acres and of this Tract, for the beginning of a non-tangent curve to the Left, having a delta of 90°45'23", a radius of 15.00 Feet, an arc length of 23.76 Feet, and a chord which bears North 45°36'26" West, 21.35 Feet;

Thence, with the common boundary line of the said Lot 14, the said 29.83 Acres and the said non-tangent curve to the Left, 23.76 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, for a common corner of the said Lot 14, the said 29.83 Acres and of this Tract;

Thence, South 89°00'53" West, with the said common boundary line, 203.55 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, for a common corner of the said Lot 14, the said 29.83 Acres and of this Tract;

Thence, South 00°57'57" East, with the common boundary line of Lots 11-14, of the said Block 1 and the said 29.83 Acres, at 250.00 Feet, pass a 5/8 Inch Iron Rod Found, on the common corner of the said Lots 12 and 13, in all 499.50 Feet, to the North boundary line of Lot 9, Block 1, Manning Places, a map of which is recorded in Envelope 117, Plat Cabinet 1, of the said Map Records, the Southwest corner of the said Lot 11, for the Southeast corner of the said 29.83 Acres and of this Tract, from Whence a 5/8 Inch Iron Rod Found, bears South 20°36'49" West, 0.29 Feet;

Thence, South 88°56'43" West, with the common boundary line of Lots 1-9, Block 1, of the said Manning Place, the said 20 Foot wide Drainage Easement and the said 29.83 Acres, 1045.47 Feet, to the Point of Beginning, containing 54.53 Acres (2,375,400 Sq. Ft) of Land, more or less.

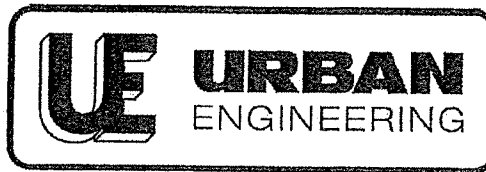
Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnotes description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy. *Also reference accompanying sketch of tract described herein.*

URBAN ENGINEERING

*Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.*

Brian D. Lorentson, R.P.L.S.  
License No. 6839



Job No. 43534.C2.02  
August 01, 2022

Exhibit A  
**4.16 Acre Tract**

**STATE OF TEXAS  
COUNTY OF KLEBERG**

**Fieldnotes**, for a 4.16 Acre Tract of Land, being all of Lots 1 and 2, Burris Acres, a map of which is recorded in Volume 2, Page 45, of the Map Records of Kleberg County, Texas, **SAVE AND EXCEPT** a portion of the said Lot 2, as described in a Warranty Deed from Barbara E. Goetsch to Jose M. Graveley and Evelyn Graveley, recorded in Document Number 316331, of the Official Records of Kleberg County Texas; said 4.16 Acre Tract more fully described as follows:

**Beginning**, at a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, on the apparent South Right-of-Way line of FM 1356 (commonly known as General Cavazos Boulevard), a 200 Foot wide public roadway, for the Northwest corner of the said Lot 1, the said Burris Acres and for this Tract;

**Thence**, North 89°00'44" East, with the said South Right-of-Way line, the North Boundary line of the said Lot 1, 282.16 Feet, to a 5/8 Inch Iron Rod Found, being the Northeast corner of the said Lot 1, for the Northwest corner of the said Lot 2 and the Northwest corner of the said Save and Except Tract granted to Jose M. Graveley and Evelyn Graveley;

**Thence**, South 01°01'01" East with the common boundary line of the said Lot 1 and 2, and the said Graveley Tract, 200.00 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, being the Southwest corner of the said Graveley Tract and for an inner ell corner of this Tract;

**Thence**, over and across the said Lot 2, with the boundary of the said Graveley Tract and this Tract as follows:

- North 89°00'44" East, 120.00 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, being the Southeast corner of the said Graveley Tract and for an inner ell corner of this Tract;
- North 01°01'01" West, 200.00 Feet, to a 5/8 Inch Iron Rod Found, on the common boundary line of the said South Right-of-Way line and the said Lot 2, being the Northeast corner of the said Graveley Tract and for an outer ell corner of this Tract;



**Thence**, North 89°00'44" East, with the said common boundary line, 88.62 Feet, to a 5/8 Inch Iron Rod Found, being the Northwest corner of Lot 3, of the said Burris Acres, for the Northeast corner of the said Lot 2 and for this Tract;

**Thence**, South 01°01'01" East, with the common boundary line of the said Lots 2 and 3, at 417.28 Feet, pass a 5/8 Inch Iron Rod Found, in all 418.14 Feet, to a point on the North boundary line of 27.21 Acre Tract (Called 27.22 Acre Tract) out of Lots 2 & 5, Section No. 21, Kleberg Town and Improvement Company's Subdivision, a map of which is recorded in Book A, Pg. 85, Map Records of Kleberg County, Texas, called 27.22 Acre Tract described in a Special Warranty Deed from Victoria Bank and Trust Company to Eddie Yaklin, recorded in Volume 79, Page 154, Official Records of Kleberg County, Texas, being the Southwest corner of the said Lot 3, for the Southeast corner of the said Lot 2 and for this Tract;

**Thence**, South 89°06'04" West, with the common boundary line of the said Lots 1 and 2, and the said 27.21 Acre Tract, 490.78 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, being the Northwest corner of the said 27.21 Acre Tract, for the Southwest corner of the said Lot 1, and for this Tract;

**Thence**, North 01°01'01" West, with the West boundary line of the said Lot 1, at 414.20 Feet, pass a 5/8 Inch Iron Rod in Concrete Found, in all 417.38 Feet, to the **Point of Beginning**, containing 4.16 Acres (181,027 SqFt) of Land, more or less.

Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnotes description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy. *Also reference accompanying sketch of tract described herein.*



URBAN ENGINEERING

A cursive handwritten signature of Brian D. Lorentson.

Brian D. Lorentson, R.P.L.S.

License No. 6839



**EXHIBIT B**

MAP



## EXHIBIT C

### Notice of Public Hearing

NOTICE OF PUBLIC HEARING OF THE CITY COMMISSION OF THE CITY OF KINGSVILLE TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTIES LOCATED WITHIN THE CITY

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Kingsville, Texas (the "City"), pursuant to Chapter 372.005 Local Government Code, as amended, (the "Act"), will hold a public hearing at 5:00 p.m. on Monday, November 27, 2023, at City Hall, Helen Kleberg Groves Community Room, 400 West King Ave., Kingsville, Texas 78363, for the purpose of considering the establishment of a public improvement district to be located within the City

In accordance with the Act, the City Secretary has received a petition (the "Petition") from a certain property owner within the City (the "Petitioner") that request the establishment of a public improvement district for the Somerset development within the City.

The Petition and the legal description of the properties to be included in the public improvement district is on file and open for public inspection in the office of the City Secretary at the address stated above. The public hearing is being held with respect to the advisability of creating a public improvement district for the Somerset development and the Authorized Improvements (as defined below) to be made therein.

General Nature of the Authorized Improvements: The purpose of the public improvement district is to provide funds for public improvement projects authorized by the Act that are necessary for development of District property, which public improvements will include: onsite roads (including, but not limited to a collector road) and associated utility improvements (water, sewer, drainage), offsite sewer extension (and if needed, offsite roads, water, and drainage), onsite public improvements for residential lots (sewer, water, streets, and drainage), the improvement and construction of water, sanitary sewer, drainage, dry utilities (gas and electric), detention ponds, storm sewer, road, landscaping in public rights of way, or sidewalks, right of way acquisition costs, easement acquisition costs, appraisal costs, geotechnical and hydrological engineering costs, environmental inspections/testing/and remediation costs, well plugging costs, demolition costs, floodplain reclamation costs, tree mitigation costs, park/entry/amenity improvement costs, including any cost or expense of purchasing, constructing, maintaining, acquiring, owning, operating, repairing, leasing, improving, extending, or paying for inside (i.e. onsite) and outside (i.e. offsite) the district boundaries; flood plain and wetlands regulation and endangered species permits, stormwater permits, including mitigation; and all works, improvements, facilities, plants, equipment, appliances, interest in property, and contract rights needed thereof, and administrative facilities needed in connection therewith, related surveying, engineering, and legal fees, costs and expenses, and all rights of way and other interests in land necessary or convenient in connection therewith, as well as reasonable contingencies, associated with the costs of public improvements (collectively, the "Authorized Improvements"). Further, the public improvements financed by the District may include public improvements in compliance with Chapter 372 and in accordance with governing laws. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements: The estimated cost to fund the Authorized Improvements is \$25,000,000.

Boundaries of the Proposed District: The public improvement district would include the Property as depicted in Exhibit A.

Proposed Method of Assessment for the Public Improvement District. The City shall levy assessments on each lot within the public improvement district in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including accrued and unpaid interest), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed in part by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

Proposed Apportionment of Costs between the District and the City for the Public Improvement District. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the public improvement district and/or from other sources of funds, if any, available to the Petitioner, including lawfully available funds of the City from the sources and in the amounts as directed by the City Commission.

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of a public improvement district for the Somerset development and the Authorized Improvements to be made therein. Questions or requests for additional information may be directed to Courtney Alvarez, City Attorney at [calvarez@cityofkingsville.com](mailto:calvarez@cityofkingsville.com).

Any interested persons unable to attend the hearing may submit their views in writing to Mary Valenzuela, City Secretary at [mvalenzuela@cityofkingsville.com](mailto:mvalenzuela@cityofkingsville.com) prior to the date scheduled for the hearing.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

GIVEN THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF KINGSVILLE, TEXAS

## EXHIBIT A

### Boundaries

Approximately 58 acres located in the City of Kingsville, bound by General Cavazos Blvd., Brahma Blvd., and E. Trant Rd. A full description of the boundaries of the proposed Somerset at Kingsville Public Improvement District Number 1 is available at City Hall, Helen Kleberg Groves Community Room, 400 West King Ave., Kingsville, Texas 78363.

## **AGENDA ITEM #6**



**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE WITHIN THE CITY OF KINGSVILLE, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY MANAGER OF KINGSVILLE, TEXAS REGARDING THE PUBLIC HEARING; DIRECTING THE CITY TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its city limits;

**WHEREAS**, the City Commission of the City (the "City Commission") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone in the City (the "Zone") with the boundaries being described in the metes and bounds and depiction attached as **Exhibit A**; and

**WHEREAS**, in order to hold a public hearing for the creation of the Zone, notice must be published in a newspaper of general circulation in the City no later than the 7<sup>th</sup> day before the date of the hearing in accordance with Section 311.003 of the Act; and

**WHEREAS**, the City Commission has determined to hold a public hearing on December 11, 2023 on the creation of the Zone and its benefits to the City and to property in the proposed Zone.

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

Section 1. That a public hearing is hereby called for December 11, 2023 on or after 5:00 p.m. at *City of Kingsville City Hall, 400 West King Avenue, Kingsville, Texas 78363*, for the purpose of hearing any interested person speak for or against the inclusion of property in the proposed Zone, the creation of the Zone, its boundaries, or the concept of tax increment financing with respect to the creation of the Zone.

Section 2. At such time and place the City Commission will hear testimony regarding the creation of the Zone and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Commission may consider the adoption of an ordinance authorizing the creation of the Zone.

Section 3. Attached hereto as **Exhibit B** is a form of the notice of public hearing (the "Notice"), the form and substance of which is hereby adopted and approved.

Section 4. The City Manager is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto in a newspaper of general circulation in the City on or before December 4, 2023.

Section 5. Before the December 11, 2023 public hearing concerning the Zone, and before the adoption of any ordinance authorizing the creation of the Zone, the City shall prepare a preliminary reinvestment zone financing plan.

Section 6. This resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

Passed by the City Commission of the City of Kingsville this 23rd day of October 2023.

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Sam R. Fugate, Mayor  
City of Kingsville, Texas

ATTEST:

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

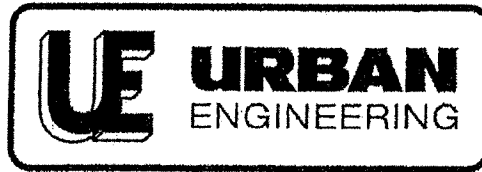
APPROVED AS TO FORM:

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Courtney Alvarez, City Attorney  
City of Kingsville, Texas

## **EXHIBIT A**

Metes and Bounds for the Zone



Tract I

Job No. 43534.C2.00

May 5, 2022

**Exhibit A**  
**54.53 Acre Tract**

STATE OF TEXAS  
COUNTY OF KLEBERG

**Fieldnotes**, for a 54.43 Acre Tract of Land, being comprised of three Tracts, a portion of a 27.21 Acre Tract (Called 27.22 Acre Tract) out of Lots 2 & 5, Section No. 21, Kleberg Town and Improvement Company's Subdivision, a map of which is recorded in Book A, Pg. 85, Map Records of Kleberg County, Texas, called 27.22 Acre Tract described in a Special Warranty Deed from Victoria Bank and Trust Company to Eddie Yaklin, recorded in Volume 79, Page 154, Official Records of Kleberg County, Texas, a 12.36 Acre Tract out of the John Clayton Addition, a map of which is recorded in Envelope 145, Map Records of Kleberg County, Texas, said 12.36 Acre Tract described in a Warranty Deed from Jose A. Mendoza and Alice G. Mendoza to Eddie L. Yaklin, recorded in Volume 157, Page 271, Official Records of Kleberg County, Texas, and a 29.83 Acre Tract (Called 31.09 Acre Tract) out of Lot 6, Section No. 21, Kleberg Town and Improvement Company's Subdivision, a map of which is recorded in Book A, Pg. 85, Map Records of Kleberg County, Texas, called 31.09 Acre Tract described in a Warranty Deed from Lorell M. Ryan to Eddie Yaklin, recorded in Volume 427, Page 740, Official Records of Kleberg County, Texas; said 54.53 Acre Tract being more fully described as follows:

**Beginning**, at a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, on the East boundary line of a 27.22 Acre Tract of Land as described in a Warranty Deed with Vendor's Lien from Dawn Marie Hensley to Thomas Best and Glenda Best, recorded in Volume 487, Page 386, Official Records of Kleberg County, Texas, being the Northwest corner of a 20 Foot wide Drainage Easement as shown on the recorded plat of Manning Place, a map of which is recorded in Envelope 117, Plat Cabinet 1, of the said Map Records, for the Southwest corner of the said 29.83 Acre Tract and a Southwest corner of this Tract;

**Thence**, North 00°52'59" West, with the common boundary line of the said 27.22 Acre Tract and the said 29.83 Acre Tract, 1118.82 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, being the Northeast corner of the said 27.22 Acres, the West boundary line of the said 29.83 Acres, the Southeast corner of the said 27.21 Acres and for an inner ell corner of this Tract, from **Whence** a 5/8 Inch Iron Rod Found, bears North 48°37'05" West, 2.99 Feet;

**Thence**, South 89°06'04" West, with the common boundary line of the said 27.22 Acre Tract and the said 27.21 Acre Tract, 276.60 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, for a corner of this Tract, from **Whence**, a 5/8 Inch Iron Rod Found, for the Southwest corner of the said 27.21 Acre Tract bears, South 89°06'04" West, 842.75 Feet;

\\Urbanfs03\Data\Surveying\43534\C200\OFFICE\METES AND BOUNDS\EX43534C200\_54.53Ac\_PID Boundary.Docx  
Page 1 of 4

OFFICE: (361)854-3101      2725 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404      FAX (361)854-6001  
[www.urbaneng.com](http://www.urbaneng.com)  
TBPE Firm # 145 • TBPLS Firm # 10032400

**Thence, North 00°57'56" West, over and across the said 27.21 Acre Tract, 768.72 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, for an inner ell corner of this Tract;**

**Thence, South 89°06'04" West, over and across the said 27.21 Acre Tract, 842.75 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, on the West boundary line of the said 27.21 Acre Tract, for an outer corner of this Tract;**

**Thence, North 00°57'56" West, with the West boundary line of the said 27.21 Acres, at 285.19 Feet, pass a 5/8 Inch Iron Rod with plastic cap stamped "RPLS 1963" Found in concrete, in all 291.28 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, being the Southwest corner of Lot 1, Burris Acres, a map of which is recorded in Volume 2, Page 45, of the said Map Records, for the Northwest corner of the said 27.21 Acres and of this Tract;**

**Thence, North 89°06'04" East, with the common boundary line of Lots 1-5, of the said Burris Acres and the said 27.21 Acres, 1117.40 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, on the West boundary line of a 16.73 Acre Tract as described in a Special Warranty Deed from Goldia Burroughs Hubert to Goldia Burroughs Hubert and Laverne Patrick Hubert, recorded in Document No. 308415, of the said Official Records, being the Southeast corner of the said Lot 5, Burris Acres, the Northeast corner of the said 27.21 Acres and for an outer ell corner of this Tract;**

**Thence, South 01°03'44" East, with the common boundary line of the said 16.73 Acres and the said 27.21 Acres, 188.12 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, on the East boundary line of the said 27.21 Acres, for the common corner of the said 16.73 Acres, the said 12.36 Acres and of this Tract, from Whence a 5/8 Inch Iron Rod Found, bears North 43°21'41" East, 3.26 Feet;**

**Thence, North 88°56'16" East, with the common boundary line of the said 16.73 Acres and the said 12.36 Acres, 639.51 Feet, to a 5/8 Inch Iron Rod with plastic cap stamped "TEXAS GEO TECH" Found, on the South boundary line of the said 16.73 Acres, for the common corner of Lot A, John Clayton Addition, a map of which is recorded in Envelope 145, of the said Map Records, the said 12.36 Acres and of this Tract;**

**Thence, South 01°03'44" East, with the common boundary line of Lots A and B, of the said John Clayton Addition and the said 12.36 Acres, at 350.00 Feet, pass a 5/8 Inch Iron Rod Found, being the common corner of the said Lots A and B, in all 700.00 Feet, to a 5/8 Inch Iron Rod Found, for the common corner of the said Lot B, the said 12.36 Acres and for an inner ell corner of this Tract;**

**Thence, North 88°56'16" East, with the common boundary line of the said Lot B and the said 12.36 Acres, 622.30 Feet, to the West Right-of-Way line of F.M. 1717, a public roadway, the common corner of the said Lot B, the said 12.36 Acres and for a Northeast corner of this Tract, from Whence a 5/8 Inch Iron Rod Found, bears North 28°09'42" West, 0.22 Feet;**

**Thence, South 01°01'10" East, with the common boundary line of the said F.M. 1717, the said 12.36 Acres and the said 29.83 Acres, 146.44 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "URBAN ENGR CCTX" Set, on the said Right-of-Way line, for a common corner of Lot 5, Block 2, Manning Place, a map of which is recorded in Volume 106, Page 4, Envelope 24, of the said Map Records, the said 29.83 Acres and of this Tract, for the beginning of a non-tangent curve to the Left, having a delta of 90°45'23", a radius of 15.00 Feet, an arc length of 23.76 Feet, and a chord which bears North 45°41'58" West, 21.35 Feet;**

Thence, with the common boundary line of the said Lot 5, the said 29.83 Acres and the said non-tangent curve to the Left, 23.76 Feet, to a 5/8 Inch Iron Rod Found, for a common corner of the said Lot 5, the said 29.83 Acres and of this Tract;

Thence, South 88°55'20" West, with the said common boundary line, 202.62 Feet, to a 1/2 Inch Iron Rod Found, being the common corner of the said Lot 5, the said 29.83 Acres and for an inner ell corner of this Tract;

Thence, South 00°57'57" East, with the common boundary line of Lots 1-5, Block 2, of the said Manning Place and the said 29.83 Acres, at 120.00 Feet, pass a 5/8 Inch Iron Rod Found (In Pipe), being the common corner of the said Lots 4 and 5, in all 600.20 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, being the common corner of the said Lot 1, Block 2, the said 29.83 Acres and for the inner ell corner of this Tract;

Thence, North 88°55'20" East, with the common boundary line of the said Lot 1, Block 2 and the said 29.83 Acres, 204.66 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, being the common corner of the said Lot 1, Block 2, the said 29.83 Acres and of this Tract, for the beginning of a circular curve to the Left, having a delta of 90°36'13", a radius of 15.00 Feet, an arc length of 23.72 Feet, and a chord which bears North 44°13'27" East, 21.32 Feet;

Thence, with the common boundary line of the said Lot 1, the said 29.83 Acres and the said circular curve to the Left, 23.72 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, on the said Right-of-Way line, for a common corner of the said Lot 1, the said 29.83 Acres and of this Tract;

Thence, South 00°10'52" East, with the common boundary line of the said Right-of-Way line and the said 29.83 Acres, 90.41 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, on the said Right-of-Way line, being a common corner of Lot 14, Block 1, of the said Manning Place, the said 29.83 Acres and of this Tract, for the beginning of a non-tangent curve to the Left, having a delta of 90°45'23", a radius of 15.00 Feet, an arc length of 23.76 Feet, and a chord which bears North 45°36'26" West, 21.35 Feet;

Thence, with the common boundary line of the said Lot 14, the said 29.83 Acres and the said non-tangent curve to the Left, 23.76 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, for a common corner of the said Lot 14, the said 29.83 Acres and of this Tract;

Thence, South 89°00'53" West, with the said common boundary line, 203.55 Feet, to a 5/8 Inch Iron Rod with red plastic cap stamped 'URBAN ENGR CCTX' Set, for a common corner of the said Lot 14, the said 29.83 Acres and of this Tract;

Thence, South 00°57'57" East, with the common boundary line of Lots 11-14, of the said Block 1 and the said 29.83 Acres, at 250.00 Feet, pass a 5/8 Inch Iron Rod Found, on the common corner of the said Lots 12 and 13, in all 499.50 Feet, to the North boundary line of Lot 9, Block 1, Manning Places, a map of which is recorded in Envelope 117, Plat Cabinet 1, of the said Map Records, the Southwest corner of the said Lot 11, for the Southeast corner of the said 29.83 Acres and of this Tract, from Whence a 5/8 Inch Iron Rod Found, bears South 20°36'49" West, 0.29 Feet;

Thence, South 88°56'43" West, with the common boundary line of Lots 1-9, Block 1, of the said Manning Place, the said 20 Foot wide Drainage Easement and the said 29.83 Acres, 1045.47 Feet, to the **Point of Beginning**, containing 54.53 Acres (2,375,400 Sq. Ft) of Land, more or less.

Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnotes description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy. *Also reference accompanying sketch of tract described herein.*

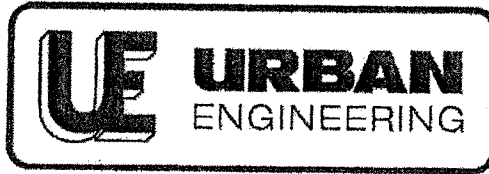
URBAN ENGINEERING

*Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.*

Brian D. Lorentson, R.P.L.S.  
License No. 6839

\\Urbanfs03\Data\Surveying\43534\C200\OFFICE\METES AND BOUNDS\EX43534C200\_54.53Ac\_PID Boundary.Docx  
Page 4 of 4

OFFICE: (361)854-3101      2725 SWANTNER DR. • CORPUS CHRISTI, TEXAS 78404      FAX (361)854-6001  
[www.urbaneng.com](http://www.urbaneng.com)  
TBPE Firm # 145 • TBPLS Firm # 10032400



Tract II

Job No. 43534.C2.02

August 01, 2022

### 4.16 Acre Tract

## STATE OF TEXAS COUNTY OF KLEBERG

**Fieldnotes**, for a 4.16 Acre Tract of Land, being all of Lots 1 and 2, Burris Acres, a map of which is recorded in Volume 2, Page 45, of the Map Records of Kleberg County, Texas, SAVE AND EXCEPT a portion of the said Lot 2, as described in a Warranty Deed from Barbara E. Goetsch to Jose M. Graveley and Evelyn Graveley, recorded in Document Number 316331, of the Official Records of Kleberg County Texas; said 4.16 Acre Tract more fully described as follows:

**Beginning**, at a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, on the apparent South Right-of-Way line of FM 1356 (commonly known as General Cavazos Boulevard), a 200 Foot wide public roadway, for the Northwest corner of the said Lot 1, the said Burris Acres and for this Tract;

**Thence**, North 89°00'44" East, with the said South Right-of-Way line, the North Boundary line of the said Lot 1, 282.16 Feet, to a 5/8 Inch Iron Rod Found, being the Northeast corner of the said Lot 1, for the Northwest corner of the said Lot 2 and the Northwest corner of the said Save and Except Tract granted to Jose M. Graveley and Evelyn Graveley;

**Thence**, South 01°01'01" East with the common boundary line of the said Lot 1 and 2, and the said Graveley Tract, 200.00 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, being the Southwest corner of the said Graveley Tract and for an inner ell corner of this Tract;

**Thence**, over and across the said Lot 2, with the boundary of the said Graveley Tract and this Tract as follows:

- North 89°00'44" East, 120.00 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, being the Southeast corner of the said Graveley Tract and for an inner ell corner of this Tract;
- North 01°01'01" West, 200.00 Feet, to a 5/8 Inch Iron Rod Found, on the common boundary line of the said South Right-of-Way line and the said Lot 2, being the Northeast corner of the said Graveley Tract and for an outer ell corner of this Tract;



**Thence**, North 89°00'44" East, with the said common boundary line, 88.62 Feet, to a 5/8 Inch Iron Rod Found, being the Northwest corner of Lot 3, of the said Burris Acres, for the Northeast corner of the said Lot 2 and for this Tract;

**Thence**, South 01°01'01" East, with the common boundary line of the said Lots 2 and 3, at 417.28 Feet, pass a 5/8 Inch Iron Rod Found, in all 418.14 Feet, to a point on the North boundary line of 27.21 Acre Tract (Called 27.22 Acre Tract) out of Lots 2 & 5, Section No. 21, Kleberg Town and Improvement Company's Subdivision, a map of which is recorded in Book A, Pg. 85, Map Records of Kleberg County, Texas, called 27.22 Acre Tract described in a Special Warranty Deed from Victoria Bank and Trust Company to Eddie Yaklin, recorded in Volume 79, Page 154, Official Records of Kleberg County, Texas, being the Southwest corner of the said Lot 3, for the Southeast corner of the said Lot 2 and for this Tract;

**Thence**, South 89°06'04" West, with the common boundary line of the said Lots 1 and 2, and the said 27.21 Acre Tract, 490.78 Feet, to a 5/8 Inch Iron Rod with a red plastic cap stamped "URBAN ENGR CCTX" Set, being the Northwest corner of the said 27.21 Acre Tract, for the Southwest corner of the said Lot 1, and for this Tract;

**Thence**, North 01°01'01" West, with the West boundary line of the said Lot 1, at 414.20 Feet, pass a 5/8 Inch Iron Rod in Concrete Found, in all 417.38 Feet, to the **Point of Beginning**, containing 4.16 Acres (181,027 SqFt) of Land, more or less.

Grid Bearings and Distances shown hereon are referenced to the Texas Coordinate System of 1983, Texas South Zone 4205, and are based on the North American Datum of 1983(2011) Epoch 2010.00.

Unless this fieldnotes description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy. *Also reference accompanying sketch of tract described herein.*



URBAN ENGINEERING

A handwritten signature in black ink that reads "Brian D. Lorentson". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Brian D. Lorentson, R.P.L.S.

License No. 6839

## **EXHIBIT B**

### **City of Kingsville City Commission Notice of Public Hearing On Creation of Reinvestment Zone**

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THE KINGSVILLE CITY COMMISSION WILL HOLD A PUBLIC HEARING ON MONDAY DECEMBER 11, 2023 ON OR AFTER 5:00 P.M. AT CITY OF KINGSVILLE CITY HALL, 400 WEST KING AVENUE, KINGSVILLE, TEXAS 78363, ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF KINGSVILLE AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, WHICH PROPOSED ZONE CONSISTS OF APPROXIMATELY 58.69 ACRES OF LAND GENERALLY LOCATED OFF OF GENERAL CAVAZOS BLVD., BRAHMA BLVD., AND E. TRANT RD. WITHIN THE CITY, AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT KINGSVILLE CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE ZONE, THE CREATION OF THE REINVESTMENT ZONE, ITS BOUNDARIES, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, KINGSVILLE CITY COMMISSION WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE.

# **AGENDA ITEM #7**

**City of Kingsville  
Purchasing Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: October 17, 2023

SUBJECT: Kleberg Avenue Concrete Resurfacing Project

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**Summary:**

This item authorizes the City to award and approve a contract with Andale Construction from Vally Center, Kansas 67147, for the resurfacing of Kleberg Avenue from 6<sup>th</sup> Street to 9<sup>th</sup> Street and 8<sup>th</sup> Street from Kleberg Avenue to King Avenue.

**Background:**

City staff has been directed by the City Commission to search for an economical solution for the resurfacing of concrete streets, especially the downtown area on Kleberg Avenue. During the 2023 Texas Municipal League Conference staff visited Oxcon Systems Concrete Surfer and demonstrated the resurfacing process. Staff visited the construction site currently under construction in Dallas. The process includes cleaning the surface to remove all oil, asphalt and debris, all cracks on concrete are filled with a slurry, then a fiberglass mesh is matted over each crack, then a ¼" thick slurry is placed over the entire area to be resurfaced. The outcome of the product resembles a newly resurfaced street offering an environmentally friendly, longevity and strength to the existing concrete pavement, that can have traffic flowing the following workday. Please see attached proposal and map. Oxcon Systems Concrete Surfer is a Sole Source Company offering a resurfacing material that is not available through any other manufacture. Therefore, competitive bidding statutes have been met. After numerous meetings and negotiations with the Oxcon Systems Concrete Surfer, City staff negotiated the best value for the City with the vendor.

**Financial Impact:**

Funding is available through a Budget Amendment for line item 092-5-3050-52100, which is the Fund 92 Street Fund. The total cost of services is \$375,052.45. Currently, \$978,250.00 exists in the line item.

**Recommendation:**

It is recommended that the City Commission: 1) award the project and approve a contract with Andale Construction from Valley Center, Kansas 67147, for the resurfacing of Kleberg Avenue from 6<sup>th</sup> Street to 9<sup>th</sup> Street and 8<sup>th</sup> Street from Kleberg Avenue to King Avenue.





October 16, 2023

Attn: City of Kingsville, TX

Subject: Andale Construction: OxCon Systems.

This letter serves as documentation that Andale Construction is the only approved Contractor authorized and qualified by OxCon Systems to install OxCon Systems Surfacing Products in the Texas Market.

OxCon Systems is a sole source product and the only product meeting the rigorous specification of a Polymeric Composite Micro Overlay.

Andale Construction has invested in all the necessary equipment and trained crews to successfully complete Polymeric Composite Micro Overlay installations.

Why Sole Source? OxCon Systems installations require polymeric properties and specialized high early cements and admixtures that combine for time tested performance results. The differentiator is the durability of the product and its effectiveness at repairing worn or damaged asphalt/concrete surfaces with a new long lasting and durable, chemical and weather resistant surface as proven over 25 years in all-weather climates.

If you would like a OxCon Systems specification, or have questions about it, please contact me at (407)800-9700.

Andrew Brann  
Managing Director  
OxCon Systems



# CONCRETE SURFACER



Kingsville, TX  
Total Project Size: 41,010 SF

*Kingsville*

TX



Designed by TownMapsUSA.com

## Summary:

The highest return on investment (ROI) is achieved by installing OXCON'S Concrete Surfacing Products.

Performance is calculated to be two to three times longer compared to using standard methods of tear out and replace of concrete.

Beyond the cost benefits OXCON provides, residents experience less community intrusion as road closures are needed much less frequently.

## Performance History of Surface Treatments:

The single biggest items to focus on when planning using a concrete overlay is:

- » What will provide the maximum extension of pavement life per every dollar spent?
- » Validating a product's performance beyond pictures. Assessing a treatment's performance history over time is paramount.



**ANDALE**  
CONSTRUCTION

7700 N. Hayes Dr. | Valley Center, KS 67147  
Phone: (316) 832-0063 Fax: (316) 440-8810  
[www.andaleconstruction.com](http://www.andaleconstruction.com)





# CONCRETE SURFACER

## WHAT IS OXCON'S CONCRETE RESURFACER?

A proven system that can improve and protect your bridges, roads, parking garages, driveways, and damaged slabs. Designed to deliver long-lasting solutions for aging substrates. Our Concrete Resurfacer is a PCMO (Polymer Composite Micro Overlay) based material specifically designed to fix deterioration such as spalling, scaling, and disintegration. In addition, our product provides a new durable and wear-resistant surface. Fast installation with over 20 years in case studies ensure this is a proven and effective product to add to your toolbox.

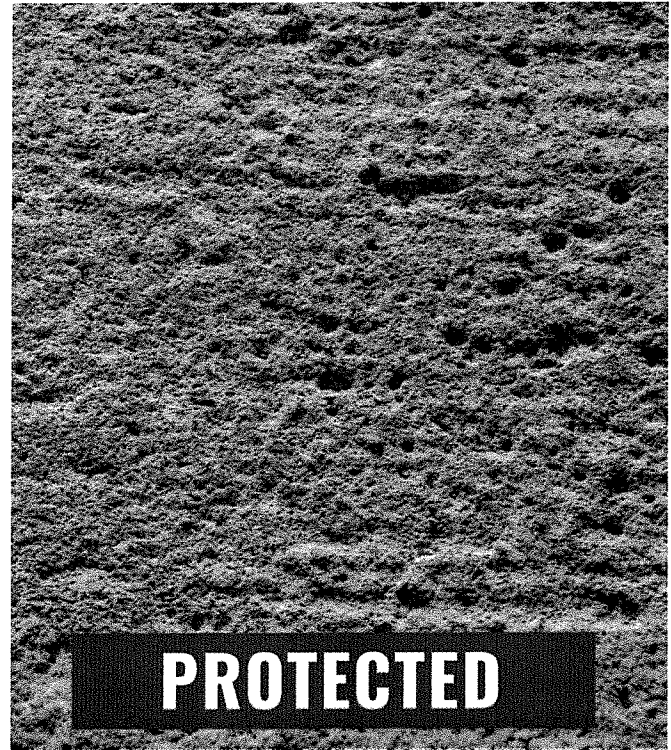
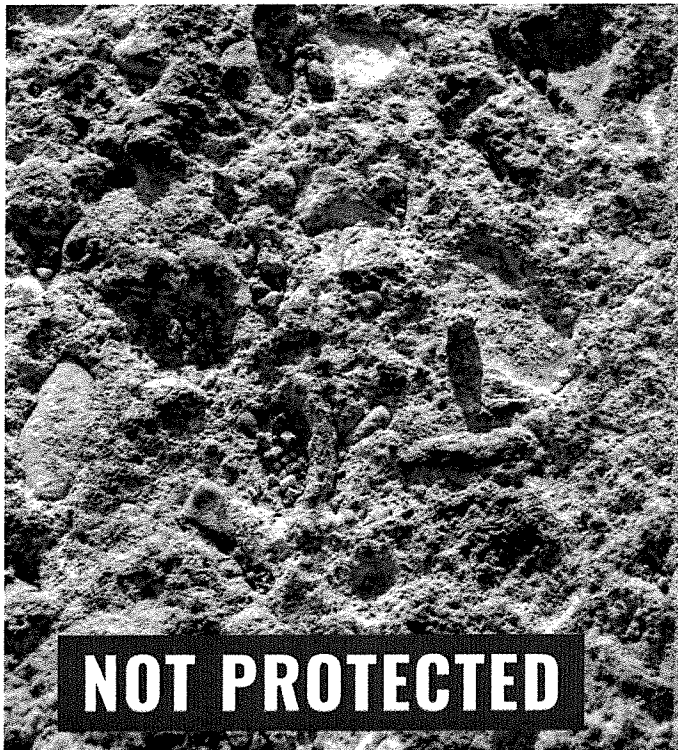
## WHAT DOES THIS SYSTEM OFFER?

In today's environment, how do we add value, longevity, and strength to a project while reducing construction costs, schedule, and maintenance expenses for the customer? The answer is simple... by adding the engineering benefits with the use of our concrete resurfacer. Unlike traditional methods, we do not require lengthy and costly demolition of your surfaces.

**When comparing other treatment options, engineers noted the following benefits of our concrete resurfacer**

- Least expensive annualized cost
- Effectively seals existing pavement from further deterioration and degradation
- Long life expectancy compared to other surface treatments
- Adds an additional wearing surface
- Freeze thaw and chemical resistant
- Environmentally friendly

## 8 YEAR INSTALLATION ON SAME BRIDGE DECK



*For more information visit:*  
**[www.oxconsystems.com](http://www.oxconsystems.com)**



**OXCON  
SYSTEMS**

# CONCRETE SURFACER

## MIDLAND, TX

**AGE OF CONCRETE RESURFACER INSTALLATION: 8 YEARS**

### INTRODUCTION

We pride ourselves on delivering products of paramount quality. We set ourselves apart by continuing to use advanced construction methods which reduces the cost to the customer and increased durability.

We stand behind our final product and offer warranties unmatched in our industry! We have a well-rounded team that understands construction and how everyone on the job must work together as one to perform at a high level



**ANDALE  
CONSTRUCTION**

**Founded in 1972**

**IS Networld™ contractor**

**Six-time Golden National Award Winner**

**Over 1500 Successful projects completed**

**Phone: (505) 716-6851**

**Website: [andaleconstruction.com](http://andaleconstruction.com)**

*For more information visit:*  
**[www.oxconsystems.com](http://www.oxconsystems.com)**





# Kingsville, TX

41,010 SF

Legend

9th St

8th St

7th St

6th St

Kieberg Ave

King Ave

Image © 2023 Airbus

Google Earth



500 ft



City of Kingsville, TX

# Budget Report

## Account Summary

For Fiscal: 10/2023-09/2024 Period Ending: 10/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
	174,982.00	174,982.00	0.00	0.00	126,836.80	48,145.20	27.51 %
	975,000.00	975,000.00	0.00	0.00	-3,250.00	978,250.00	100.33 %
Expense Total:	1,149,982.00	1,149,982.00	0.00	0.00	123,586.80	1,026,395.20	89.25%
Fund: 092 - STREET FUND Total:	1,149,982.00	1,149,982.00	0.00	0.00	123,586.80	1,026,395.20	89.25%
Report Total:	1,149,982.00	1,149,982.00	0.00	0.00	123,586.80	1,026,395.20	89.25%

Fund: 092 - STREET FUND

Expense

092-5-3050-31400

092-5-3050-52100

Professional Services  
Street & Bridge

Group Summary

Account Type  
Fund: 092 - STREET FUND  
Expense

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Remaining
	1,149,982.00	1,149,982.00	0.00	0.00	123,586.80	1,026,395.20	89.25%
Fund: 092 - STREET FUND Total:	1,149,982.00	1,149,982.00	0.00	0.00	123,586.80	1,026,395.20	89.25%
Report Total:	1,149,982.00	1,149,982.00	0.00	0.00	123,586.80	1,026,395.20	89.25%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Remaining
092 - STREET FUND	1,149,982.00	1,149,982.00	0.00	0.00	123,586.80	1,026,395.20	89.25%
Report Total:	1,149,982.00	1,149,982.00	0.00	0.00	123,586.80	1,026,395.20	89.25%

## **AGENDA ITEM #8**

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



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

**To: Mark McLaughlin, City Manager**  
**From: Susan Ivy, Director of Parks & Recreation**  
**Date: October 5, 2023**  
**Subject: Agenda Request – Approval of Arbor Day Proclamation**

\*\*\*\*\*

**Request: We are asking City Commission to approve the Proclamation which proclaims November 3<sup>rd</sup>, 2023 and Arbor day in City of Kingsville.**

**History: In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska. Arbor Day is now observed throughout the nation and the world. KKB and Kingsville Parks will be hosting an Arbor Day event at the Maggie Salinas Pavilion and will be giving away small trees and educational materials on planting and care of trees.**

**Financial Impact: This will not have any financial impact.**

**Recommendation: Please approve the Arbor Day Proclamation attached.**



**Whereas**, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

**Whereas**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

**Whereas**, Arbor Day is now observed throughout the nation and the world, and

**Whereas**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

**Whereas**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

**Whereas**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

**Whereas**, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Sam R. Fugate, Mayor of the City of  
Kingsville, do hereby proclaim  
November 3, 2023 as

 **Arbor Day**

In the City Kingsville and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further*, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 23 day of October, 2023

Mayor \_\_\_\_\_



## **AGENDA ITEM #9**

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



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

**To: Mark McLaughlin, City Manager**  
**From: Susan Ivy, Director of Parks & Recreation**  
**Date: October 5, 2023**  
**Subject: Agenda Request – Establishment of Tree Board**

\*\*\*\*\*

**Request:** We are asking City Commission to approve an ordinance establishing a “Tree Board” for the City of Kingsville.

**History:** In an effort to become a “Tree City” we must establish a “Tree Board” to oversee the planning, installation, care and education of trees in our community. The ordinance commits the Parks Advisory Board to serve as this “Tree Board” with advisement from Texas Forest Service, Kleberg Kenedy Agri Life Extension, Kingsville Parks & Recreation, Kingsville Public Works, Tourism, Planning and the City Manager’s Office. Tree Board Operations will operate through the Parks Department. An Application to become a “Tree City” will be presented to you for approval in November.

**Financial Impact:** This will not have any financial impact at this time.

**Action:** We ask that Commission approve the ordinance establishing the “Tree Board” as presented.

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

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER III-ADMINISTRATION, ARTICLE 3-DEPARTMENTS, BOARDS, & COMMISSIONS, BY ADOPTING SECTIONS 3-3-160 THROUGH 3-3-170, PROVIDING FOR CREATION OF A TREE BOARD, DUTIES, PROHIBITIONS, RECOMMENDATIONS, AND EDUCATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the City Commission of the City of Kingsville believes that having a Tree Board to recommend trees appropriate for our geographical region and provide education on location and pruning of trees improves the quality of life of its citizens and enhances tourism; and

**WHEREAS**, the City Commission has determined that the formal creation of a Tree Board should be formed to help make recommendations on implementation of a Tree Plan; and

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

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

I.

**THAT** Chapter III-Administration, Article 3- Departments, Boards & Commissions of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to adopt Sections 3-3-160 through 3-3-170 as follows:

***TREE BOARD***

**§ 3-3-160 TREE BOARD ESTABLISHED.**

This section will be governed by the City of Kingsville Parks Advisory Board with advisement from representatives from Texas Forest Service, Kleberg Kenedy County Extension Service, and City of Kingsville Public Works, Tourism, Planning, and Parks staff. The day-to-day operation of this section will be administered by the Director of Parks and Recreation.

**§ 3-3-161 DUTIES OF TREE BOARD.**

The Tree Board shall recommend approval of the City Tree Plan that is administered through the Parks and Recreation Department and approved by City Manager and by City Commission. This plan will outline the three (3) stages for tree care. First, proper planting techniques; second, regular maintenance; and, third, removal. A copy of this plan shall be kept on file at the Parks and Recreation Department.

#### **§ 3-3-162 PROHIBITION AGAINST HARMING CITY-OWNED TREES.**

It shall be unlawful for any person on public property owned by the city to damage, cut, carve, abuse, poison or harm any tree or injure the bark of any tree without authorization from the City Manager or a duly authorized representative thereof.

#### **§ 3-3-163 RECOMMENDED TREES IN CITY RIGHTS-OF-WAY.**

The City and its authorized agents, employees, and contractors shall have the right to trim or remove any trees in city rights-of-way. The property owner adjacent to any city street or right-of-way shall be responsible for any damage caused by negligently pruned trees that is actionable under state law. This provision is not intended to create any duties that do not currently exist under state law and shall not constitute a waiver of any governmental immunity of the City.

#### **§ 3-3-164 PROHIBITION OF TREES IN CITY RIGHTS-OF-WAY.**

It shall be unlawful to plant any tree in a city right-of-way other than a shrub that normally grows, at maturity, to a height of less than for (4) feet.

#### **§ 3-3-165 RECOMMENDED DISTANCE OF TREES FROM CURB AND SIDEWALK.**

It is recommended that the following trees not be planted any closer to curb or sidewalk than the following distances:

- a. Small Trees – 2 feet
- b. Medium trees – 3 feet
- c. Large Trees – 4 feet or as specified on the recommended tree species list.

#### **§ 3-3-166 RECOMMENDED TREES TO BE PLANTED UNDER UTILITIES.**

It is recommended that no trees other than those species listed as small trees be planted within ten (10) feet of any overhead utility line or over or within five (5) lateral feet of any underground water or sewer line.

### **§ 3-3-167 PUBLIC TREE CARE.**

The City shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all rights-of-way, streets, alleys, avenues, lanes, squares, and public grounds, as may be necessary to preserve or enhance the symmetry and beauty of such public areas.

### **§ 3-3-168 TOPPING OF TREES.**

It is recommended not to top trees as a normal practice. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree to remove the normal canopy and disfigure the tree.

### **§ 3-3-169 EDUCATION.**

The City will serve as a resource for educational and training opportunities for groups and individuals for tree maintenance, selection, planting, and programs. The City will offer, provide, or make the public aware of training/educational opportunities in the area.

### **§ 3-3-170 RECOMMENDED TREE SPECIES.**

Recommended tree species will be available at the Parks and Recreation Department. This list will be updated annually and established by the Tree Board. Contributing agencies on the recommended list are the Texas Forest Service - Urban Forestry Program, Kleberg Kenedy County Extension Service, and the City.

#### **II.**

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

#### **III.**

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

#### **IV.**

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

**INTRODUCED** on this the 23<sup>rd</sup> day of October, 2023.

**PASSED AND APPROVED** on this the 13<sup>th</sup> day of November, 2023.

**EFFECTIVE DATE:** \_\_\_\_\_, 2023.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #10**



**City of Kingsville  
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: October 12, 2023

SUBJECT: Budget Amendment #1 – Water Meter Carry Over Project

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**Summary:**

The Water Meter project started in FY 22-23 with an estimated completion date of December 31, 2023. At the time the FY 23-24 budget was being developed it was difficult to determine how far along the project was going to be at the end of FY 22-23. Finance decided to wait until the beginning of the FY 23-24 to establish the remaining budget.

**Financial Impact:**

The amount of this budget amendment is the amount that is the balance of this project at the end of FY 22-23 and is the amount that needs to be appropriated for FY 23-24 expenditures. The funding for this budget amendment will come from the unappropriated fund balance of the CO Series 2023-UF Fund 141.

**Recommendation:**

Staff recommends the approval of this budget amendment.





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

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE WATER METER CARRY OVER PROJECT.**

**WHEREAS**, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT – BA#01

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 141 – CO Series 2023-UF</b>					
<u>Expenditures - 5</u>					
6001	Water Constr	Utility Plant	54300	\$2,560,650.50	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the Water Meter carry over project. Funding will come from the unappropriated fund balance of the CO Series 2023 Fund 141.]

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 23rd day of October 2023.

**PASSED AND APPROVED** on this the 13th day of November, 2023.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #11**



**City of Kingsville  
Finance Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: October 13, 2023

SUBJECT: BA #03 - Request to roll end of year purchase orders for items ordered in FY 22-23 that are expected to be received in FY 23-24.

---

**Summary:**

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

**Background:**

All purchase orders that remain outstanding at the end of the fiscal year are reviewed to determine if the products are on order but have not been received or if the project has been started but not yet completed. If there are purchase orders in that state, the purchase order and the associated budget must both be rolled to the next fiscal year to cover the expenditure. During the budget process, it is not always known if items or projects are going to be received or completed by September 30, 2023. If allowances have not been made for this expenditure in the following fiscal year budget, a budget amendment must be submitted to cover the expenditure.

**Financial Impact:**

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

- Fund 001 - PO #232384 – Helen Marie Drainage Flume & Footing - \$1,850
- Fund 026 - PO #232197 – John Deere Vertical Cut Mower - \$10,642.95
- Fund 051 - PO #232274 – SCADA Computer & HDMI Upgrade - \$38,700
- Fund 051 - PO #230963 – Bloodhound Mini Nozzel & Sound Bullet - \$1,114
- Fund 054 - PO #232250 – Emergency Repairs to Water Well #24 - \$98,316
- Fund 092 - PO #232326 – Cat Asphalt Lay Down Machine Rental - \$19,347.34
- Fund 113 - PO #232350 – Legal Ad for GLO Project 4 - \$403
- Fund 115 - PO #231618 – Police Vehicles - \$147,026
- Fund 121 - PO #231625 – Manual Lift Chair for pool - \$2,910
- Fund 121 - PO #231584 – Diving Board at pool - \$18,784.96
- Fund 126 - PO #221950 – Patrol Units Striping - \$1,425
- Fund 206 - PO #232257 – Restroom Plumbing at Chamberlain Park - \$13,650
- Total - \$354,169.25



**City of Kingsville  
Finance Department**

Failure to roll forward the budgets for the rolled purchase orders will require current FY 23-24 budget appropriations to cover these costs and may result in shortages in current needs. The prior fiscal year's appropriations included these amounts and dropped to fund balance at the end of FY 22-23.

**Recommendation:**

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

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

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE PURCHASE ORDERS ROLLED FORWARD FROM THE PRIOR FISCAL YEAR.**

**WHEREAS**, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT – BA#03

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001 – General Fund</b>					
<u>Expenditures - 5</u>					
3050	Street	Drainage	53100	\$1,850.00	
<b>Fund 026 – Golf Course Capital Projects</b>					
4502	Golf Course	Machinery & Equip	71200	\$10,642.95	
<b>Fund 051 – Utility Fund</b>					
6002	Water Prod	Utility Plant	54300	\$38,700.00	
7003	Wastewater	Minor Equipment	21700	\$1,114.00	
<b>Fund 054 – Utility Capital Projects</b>					
6002	Water Prod	Utility Plant	54300	\$98,316.00	
<b>Fund 092 – Street Fund</b>					
3050	Streets	Professional Services	31400	\$19,347.34	
<b>Fund 113 – City WW Collection System</b>					
7003	Wastewater	System Improvements	72202	\$403.00	
<b>Fund 115 – Tax Note Series 2021</b>					
2102	Police	Vehicles	71100	\$147,026.00	

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>121 – GF ARP</b>					
4503	Parks	Grounds & Perm Fixt	59100	\$2,910.00	
4503	Parks	Grounds & Perm Fixt	59100	\$18,784.96	
<b>126 – GF Tax Note Series 2022</b>					
2102	Police	Vehicle	71100	\$1,425.00	
<b>206 – Chamberlain Park Fund</b>					
4503	Parks	Grounds & Perm Fixt	59100	\$13,650.00	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the purchase orders rolled forward from the prior fiscal year. Funding will come from the unappropriated fund balances of the associated funds.]

Below is a list of the purchase orders that were rolled forward:

- PO #232384 – Helen Marie Drainage Flume & Footing - \$1,850
- PO #232197 – John Deere Vertical Cut Mower - \$10,642.95
- PO #232274 – SCADA Computer & HDMI Upgrade - \$38,700
- PO #230963 – Bloodhound Mini Nozzel & Sound Bullet - \$1,114
- PO #232250 – Emergency Repairs to Water Well #24 - \$98,316
- PO #232326 – Cat Asphalt Lay Down Machine Rental - \$19,347.34
- PO #232350 – Legal Ad for GLO Project 4 - \$403
- PO #231618 – Police Vehicles - \$147,026
- PO #231625 – Manual Lift Chair for pool - \$2,910
- PO #231584 – Diving Board at pool - \$18,784.96
- PO #221950 – Patrol Units Striping - \$1,425
- PO #232257 – Restroom Plumbing at Chamberlain Park - \$13,650

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 23rd day of October 2023.

**PASSED AND APPROVED** on this the 13th day of November, 2023.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## **AGENDA ITEM #12**

**CITY OF KINGSVILLE**

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P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

**Date:** October 13, 2023

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

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

**From:** Janine Reyes, Director of Tourism Services

**Summary:** In June, City Commission approved the use of Tourism ARPA funds to order updated video screens to promote upcoming events at our office space right off the highway. The screens have been delivered. After delivery, facilities staff determined that due to its large size and the need for some support bracket hardware, the signage should be installed by a contractor. Macareno signs has provided a quote for materials and service for the install.

**Financial Impact:** The quote provided by Macareno Signs is a total of \$2,500. The estimate is attached.

**Recommendation:** Staff recommends Commission approve using \$2,500 in Tourism ARPA funds to finalize this project.



## Estimate

Date	Estimate #
9/29/2023	7822

**Kingsville, Texas**

Customer
<b>CITY OF KINGSVILLE TOURISM DEPARTMENT 1501 N HWY 77 KINGSVILLE, TEXAS 78364</b>

Please remit payment to:  
209 E. Nettie Ave.  
Kingsville, Texas 78363  
(361) 592-0545 / Fax: (361) 595-4053

Rep
JMM

Item	Qty	Description	Rate	Total
Materials - ...	1	heavy duty 3"x3" angle and 4"x4" angle with support bracket and hardware bolts for installation	500.00	500.00
Service	1	Service welding and installation of support structure and lifting of sign 2 units 54"x76" led signs	2,000.00	2,000.00

Warranty Coverage: All vinyl graphics have a 3 year warranty which covers any peeling, fading or structural damage due to weather-related occurrences. Labor and materials covered under warranty.		<b>Subtotal</b>	\$2,500.00
Phone #	E-mail	<b>Sales Tax (0.0%)</b>	\$0.00
361-592-0545	sales@macarenosigns.com	<b>Total</b>	\$2,500.00

## City of Kingsville Touri

Date Paid

Calculated ARPA Beginning Balance	-\$173,544.00	
Wayfinding Signs	\$10,000.00	Design/Deposit Jan-23
Wayfinding Signs	\$39,504.00	Fabrication (estimate) Sep-23
WOST Air Show	\$25,000.00	Mar-21
WOST Air Show reversal	-\$25,000.00	Mar-21
Train Depot Painting	\$12,500.00	Jul-22
Tourism Couch Set	\$8,100.00	Jun-22
Tourism Couch Set Freight	\$675.00	Oct-22
Promotional Photo Frames	\$9,383.28	Mar-23
DI Conceptual Design	\$46,390.00	Aug-23
LED Sign Deposit	\$9,485.00	Jul-23
LED Sign Final Payment	\$9,485.00	Fall 2023
LED Sign Install	\$2,500.00	Fall 2023

**Total Remaining** -\$25,521.72

### Anticipated Projects

Cartoon Map	\$10,000.00	EST
Butterfly garden sun shades	\$5,000.00	EST
Mural	\$3,000.00	EST
Mini Dog Park	\$10,000.00	EST

**Total if approved** \$2,478.28

# **AGENDA ITEM #13**

**CITY OF KINGSVILLE**

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P.O. BOX 1458 – KINGSVILLE, TEXAS 78364



BA - ARP  
#

**Date:** October 13, 2023

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

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

**From:** Janine Reyes, Director of Tourism Services

**Summary:** In June, City Commission approved the use of Tourism ARPA funds to order updated video screens to promote upcoming events at our office space right off the highway. The screens have been delivered. After delivery, facilities staff determined that due to its large size and the need for some support bracket hardware, the signage should be installed by a contractor. Macareno signs has provided a quote for materials and service for the install.

**Financial Impact:** The quote provided by Macareno Signs is a total of \$2,500. The estimate is attached.

**Recommendation:** Staff recommends Commission approve using \$2,500 in Tourism ARPA funds to finalize this project.



**Kingsville, Texas**

## Estimate

Date	Estimate #
9/29/2023	7822

Customer
<b>CITY OF KINGSVILLE TOURISM DEPARTMENT 1501 N HWY 77 KINGSVILLE, TEXAS 78364</b>

Please remit payment to:  
209 E. Nettie Ave.  
Kingsville, Texas 78363  
(361) 592-0545 / Fax: (361) 595-4053

Rep
JMM

Item	Qty	Description	Rate	Total
Materials - ...	1	heavy duty 3"x3" angle and 4"x4" angle with support bracket and hardware bolts for installation	500.00	500.00
Service	1	Service welding and installation of support structure and lifting of sign 2 units 54"x76" led signs	2,000.00	2,000.00

Warranty Coverage: All vinyl graphics have a 3 year warranty which covers any peeling, fading or structural damage due to weather-related occurrences. Labor and materials covered under warranty.		<b>Subtotal</b>	\$2,500.00
Phone #	E-mail	<b>Sales Tax (0.0%)</b>	\$0.00
361-592-0545	sales@macarenosigns.com	<b>Total</b>	\$2,500.00

# City of Kingsville Touri

Date Paid

Calculated ARPA Beginning Balance	-\$173,544.00	
Wayfinding Signs	\$10,000.00	Design/Deposit Jan-23
Wayfinding Signs	\$39,504.00	Fabrication (estimate) Sep-23
WOST Air Show	\$25,000.00	Mar-21
WOST Air Show reversal	-\$25,000.00	Mar-21
Train Depot Painting	\$12,500.00	Jul-22
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Tourism Couch Set Freight	\$675.00	Oct-22
Promotional Photo Frames	\$9,383.28	Mar-23
DI Conceptual Design	\$46,390.00	Aug-23
LED Sign Deposit	\$9,485.00	Jul-23
LED Sign Final Payment	\$9,485.00	Fall 2023
LED Sign Install	\$2,500.00	Fall 2023

**Total Remaining** -\$25,521.72

## Anticipated Projects

Cartoon Map	\$10,000.00	EST
Butterfly garden sun shades	\$5,000.00	EST
Mural	\$3,000.00	EST
Mini Dog Park	\$10,000.00	EST

**Total if approved** \$2,478.28



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

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE ADDITIONAL EXPENDITURES ON THE TOURISM VIDEO SIGNAGE CARRY-OVER PROJECT.**

**WHEREAS**, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT – BA#02

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 205 – Tourism ARP</b>					
<u>Expenditures - 5</u>					
1071	Tourism Adm	Professional Services	31400	\$2,500	

[To amend the City of Kingsville FY 23-24 budget to appropriate additional funding for the Tourism Video Signage carry-over project. Funding will come from the unappropriated fund balance of the Tourism ARP Fund 205.]

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 23rd day of October 2023.

**PASSED AND APPROVED** on this the 13th day of November, 2023.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #14**

**City of Kingsville  
Finance Department**

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TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Kyle Benson, Director of Information Technology  
DATE: October 23, 2023  
SUBJECT: Managed Print Services for City of Kingsville

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**Summary:**

This item authorizes approval of a new Managed Print Services contract with Toshiba Business Solutions for a 48-month term. This contract would include a lump-sum pay-off of the existing contract in place with Kyocera as well as replacement of all leased multi-function printers. This agreement is offered under DIR Contract # CPO-4426.

**Background:**

The City of Kingsville is currently under agreement with Kyocera Document Solutions for leased print equipment and print services. The quality of service has been sub-par and billing has been inaccurate and inconsistent over the last 18-24 months. After multiple attempts to work with Kyocera to remedy the issues, we were unable to reach a mutually beneficial resolution and therefore wish to change providers to a company better able to meet the needs of the organization while also billing in a fashion necessary to meet our financial obligations.

**Financial Impact:**

Funds are available the 64100 Equipment Lease GL items for departments with leased equipment. Monthly payment amounts will decrease, so funds are available within the current budget. Monthly payment will be \$4,194.19/mo which equates to \$201,321.12 for the full 4 years exclusive of copying charges based on usage, which are separate as they are currently. Copy costs are \$.00590 per page for black & white; \$.03950 per page for color. This is also a reduction in cost compared to the current agreement.

**Recommendation:**

It is recommended the City approve entering into a Managed Print Services agreement with Toshiba Business Solutions for a 48-month term on DIR Contract # CPO-4426.



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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH MAINTENANCE AGREEMENT, STATE AND LOCAL GOVERNMENT ADDENDUM, AND OTHER DOCUMENTS RELATED THERETO WITH TOSHIBA BUSINESS SOLUTIONS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") desires to a new Managed Print Services contract and related documents with Toshiba Business Solutions ("Toshiba") for a 48-month term; and

**WHEREAS**, the contract would include a lump-sum pay-off of the existing contract in place with Kyocera as well as replacement of all leased multi-function printers under DIR Contract #CPO-4426; and

**WHEREAS**, the parties have worked on several documents comprising the Managed Print Services contract; and

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

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Lease with Maintenance Agreement, a State and Local Government Addendum, and several other documents related thereto with Toshiba Business Services in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 23rd day of October, 2023.

---

Sam R. Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney

APPLICATION NUMBER

AGREEMENT NUMBER

2997455

The words you and your, refer to the Customer. The words Lessor, we, us, and our, refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

### CUSTOMER CONTACT INFORMATION

Legal Company Name: City of Kingsville

Fed. Tax ID#: 74-6001513

Contact Person: Kyle Benson

Bill-To Phone: (361) 595-8014

Bill-To Fax:

Billing Address: PO Box 1458

City, State - Zip: Kingsville, TX 78364

Equipment Location:  
(if different than above)

City, State - Zip:

### TBS LOCATION

Contact Name: Brent Marczynski

Location: Corpus Christi

### EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER

☒ See attached form (Schedule "A") for Additional Equipment ☐ See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

### LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 48		of \$ 4,194.19 *		Security Deposit*: \$ 0.00		<input type="checkbox"/> Received		*plus applicable taxes	
Payments includes:	0	B&W Images per Month	Excess Images at: \$ 0.00590		* per B&W Image		<b>End-of-Lease Options:</b> You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing.  1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. 3. Return Equipment.		
Payments includes:	0	Color Images per Month	Excess Images at: \$ 0.03950		* per Color Image				
Payments includes:		Scan Images per Month	Excess Images at: \$		* per Scan Image				
Payments includes:		B&W Print Images per Month	Excess Images at: \$		* per B&W Print Image				
Payments includes:		Color Print Images per Month	Excess Images at: \$		* per Color Print Image				
Origination Fee: Up to \$99.00 (included in First Invoice)			Lease payment period is monthly unless otherwise indicated.						
Excess Images billed:			<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually						

\*\* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.**

### LESSOR ACCEPTANCE

Toshiba Financial Services	Signature:	Title:	Date:
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### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

Name:	Signature: X	Title:	Date:
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Addendum to Agreement # \_\_\_\_\_ and any future supplements/schedules thereto, between City of Kingsville, as Customer and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

**1. The parties wish to amend the above-referenced Agreement by adding the following language:**

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

**SUPPLEMENTS; SEPARATE FINANCINGS:** To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

**2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:**

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



**TEXAS ADDENDUM  
(STATE AND LOCAL GOVERNMENT)**

**AGREEMENT #**

Addendum to Agreement # \_\_\_\_\_, between City of Kingsville,  
as Customer and Toshiba Financial Services, as Lessor. The words you and your refer to Customer. The  
words we, us and our refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

You represent and warrant pursuant to Texas Government Code Section 2252.908 and Texas  
Administrative Code Chapter 46 the following (select one of the applicable):

- ✓ You have received the required "disclosure of interested parties" from us that was  
submitted by us to the Texas State Ethics Commission.
- \_\_\_\_\_ The Agreement is for less than \$1,000,000 and a Lessee's Counsel's Opinion has been  
provided to us confirming the following applies: (a) your governing body has legal  
authority to delegate to its staff the authority to execute the Agreement; (b) your governing  
body has delegated to its staff the authority to execute the Agreement; and (c) your  
governing body did not participate in the selection of the business entity with which the  
Agreement is entered into.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes  
Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this  
Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force  
and effect and remain binding on Customer.

**Toshiba Financial Services**

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
07/12/2023

\_\_\_\_\_  
Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED  
TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

**TEXAS ADDENDUM  
(STATE AND LOCAL GOVERNMENT)**

**AGREEMENT #**

Addendum to Agreement # \_\_\_\_\_ and any future supplements/schedules thereto, between City of Kingsville,  
as Customer and Toshiba Financial Services, as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

In accordance with Subtitle F, Title 10, Chapter 2274 of the Texas Government Code (the "Firearms Non-Discrimination Act"), we hereby verify that (a) neither we nor any of our affiliates that are included in the definition of "Company" contained in the Firearms Non-Discrimination Act (each, an "Affiliate") have a practice, policy, guidance or other directive that discriminates against a firearm entity or firearm trade association, and (b) neither we nor any of our Affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. Terms used without definition in this paragraph have the meanings given in the Firearms Non-Discrimination Act.

We represent that, to the extent the Agreement constitutes a contract for goods or services having a value of \$100,000 or more that is to be paid wholly or partly from your public funds and for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, we hereby verify that we and our parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to enable you to comply with such Section. As used in the foregoing verification, "boycott energy companies" shall have the meaning set forth in Section 809.001, Texas Government Code.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

**Toshiba Financial Services**

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer

**X**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

07/12/2023

\_\_\_\_\_  
Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Sales Representative: Brent Marczynski

SALES PACKET NUMBER

EFFECTIVE DATE

07/12/2023

#### CUSTOMER INFORMATION

Customer Name: City of Kingsville	Customer Contact: Kyle Benson		
Billing Address: PO Box 1458	Phone #: (361) 595-8014	Ext.	Customer PO #:
Address 2:	IT Contact: Kyle Benson		IT Phone #: (361) 595-8014
City: Kingsville	State: TX	Zip: 78364	eMail: kbenson@cityofkingsville.com

#### CONNECTIVITY OPTIONS (Check All That Apply)

☒ **OPTION A: Network Administrator Integration and Training** FREE (\$400 VALUE) (Remote)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

<input type="checkbox"/> <b>OPTION B: Custom Network Integration - Variable / Additional Charges</b>	Qty	Charge	Unit Description
• Base Device Configuration - Setup of Network Protocols on Device			Device
• Print Driver Installation			Workstation
• PC Fax Driver Installation			Workstation
• Print Driver and PC Fax Driver on same Workstation			Workstation
• Scan to Copier Controller			Scanning Template
• Scan to Network Folder			Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server			Initial Setup
- Additional Setup per Scanning Template			Scanning Template
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Scanning Template			Scanning Template
• Incoming Fax Routing to Copier Controller			Fax Destination
• Incoming Fax Routing to Network Folder Location			Fax Destination
• Incoming Fax Routing to Email - Initial Setup of SMTP Server			Initial Setup
Communication to a Local SMTP Server			
- Additional Setup per Destination			Destination
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Destination			Destination
• User Code Enforcement			10 User Codes
• Copier Configuration Backup and Restore			Backup/Restore Event

#### Total Connectivity Fee:

**Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour.**  
**Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.**

#### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.  
 By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:	Signature: X	Title:	Date:
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#### DECLINATION

☐ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: X	Title:	Date:
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#### TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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\*\*\*CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT\*\*\*

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency:	Toshiba e-STUDIO7527ACT (2)
Agent:	Toshiba e-STUDIO3025AC (4)
Address:	Toshiba e-STUDIO330AC (10)
Phone:	Toshiba e-STUDIO7529A
Fax:	Toshiba e-STUDIO4525AC (5)
E-mail:	

**Insurable Value:** \$503,554.00

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with Toshiba Financial Services ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

- Certificate of Property Coverage:** Customer must carry PROPERTY insurance in an amount no less than the Insurable Value (with deductibles no more than \$25,000). Creditor AND/OR ITS ASSIGNS shall be listed as LENDER'S LOSS PAYEE on such policy.
- The Certificate Holder on the above-referenced policies shall be listed as follows:**  
Toshiba Financial Services and/or its assigns  
1310 Madrid Street, Suite 101  
Marshall, MN 56258
- Please e-mail a copy of the above-referenced Certificates of Insurance to City of Kingsville, and ef.insurance.group@onlinecomment.com, referencing Application # 2997455 on the cover sheet, as soon as possible. If you have any questions, please contact us at: 1-800-828-8246.

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

City of Kingsville,  
Customer

**X**

Signature

Title

Date

**\*Customer: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.**

Sales Representative: Brent Marczynski

SALES PACKET NUMBER

DATE

07/12/2023

#### CUSTOMER INFORMATION

Customer Name: City of Kingsville	Customer Contact: Kyle Benson
Billing Address: PO Box 1458	Phone #: (361) 595-8014 Ext. Customer PO #:
Suite #:	Meter Contact: Derek Williams Meter Phone: 361/595-8025
City: Kingsville State: TX Zip: 78364	Meter Email: derekwilliams@cityofkingsville.com

#### METER COLLECTION CHOICES:

Let your  
printers and  
copiers do  
the reporting  
for you.



**What is Toshiba's Automated Meter Read Program (AMR)?** As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

*How much does Toshiba AMR cost me?*

Nothing. Ever.

*What information does AMR gather?*

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

*Is the transmission secure?*

Yes. Data is completely secure.

**Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:**

#### 1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

#### 2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

#### 3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system.

End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually.

All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

#### ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible: ☐ Yes ☒ No

Upon receipt of first TFS Lease invoice, visit [www.financing.eportaldirect.com](http://www.financing.eportaldirect.com) or call 1-800-328-9092 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only: ☐

PDF copy of invoice sent to email listed below

Invoice Portal Access: ☐

Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: kbenenson@cityofkingsville.com

#### CUSTOMER ACCEPTANCE:

Print Name:

Signature:

Title:

Date:

This Schedule "A" is to be attached to and becomes part of the item description for the referenced Agreement by and between the undersigned and Toshiba Financial Services.

APPLICATION NUMBER

2997455

AGREEMENT NUMBER

### CUSTOMER CONTACT INFORMATION

Legal Company Name: City of Kingsville

Fed. Tax ID#: 74-6001513

Contact Person: Kyle Benson

Bill-To Phone: (361) 595-8014

Bill-To Fax:

Billing Address: PO Box 1458

City, State - Zip: Kingsville, TX 78364

Equipment Location: (if different than above  
or if multiple locations see below)

City, State - Zip:

### EQUIPMENT DESCRIPTION

ITEM DESCRIPTION	MODEL NO.	EQUIPMENT LOCATION (INCLUDE CITY, STATE - ZIP)	SERIAL NO.
Toshiba e-STUDIO3025AC	ESTUDIO3025AC	119 N 10th St, Fire Department, Kingsville, TX 78363	
Toshiba e-STUDIO3025AC	ESTUDIO3025AC	400 W King Ave, Kingsville, TX 78363	
Toshiba e-STUDIO3025AC	ESTUDIO3025AC	400 W King Ave, Kingsville, TX 78363	
Toshiba e-STUDIO3025AC	ESTUDIO3025AC	3421 FM 1355, Health Department, Kingsville, TX 78363	
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	200 E Kleberg Ave, Kingsville, TX 78363	
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	400 W King Ave, Kingsville, TX 78363	
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	501 Santiago Park Lane, Parks & Rec, Kingsville, TX 78363	
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	410 W King Ave, Planning, Kingsville, TX 78363	
Toshiba e-STUDIO4525AC	ESTUDIO4525AC	1300 E Corral Ave, Public Works, Kingsville, TX 78363	
Toshiba e-STUDIO7527ACT	ESTUDIO7527ACT	400 W King Ave, Kingsville, TX 78363	
Toshiba e-STUDIO7527ACT	ESTUDIO7527ACT	1501 N Hwy. 77, Visitor Center, Kingsville, TX 78363	
Toshiba e-STUDIO330AC	ESTUDIO330AC	348 E CR 2130, Landfill, Kingsville, TX 78363	
Toshiba e-STUDIO330AC	ESTUDIO330AC	1300 E Corral Ave, Public Works, Kingsville, TX 78363	
Toshiba e-STUDIO330AC	ESTUDIO330AC	410 W King Ave, Planning, Kingsville, TX 78363	
Toshiba e-STUDIO330AC	ESTUDIO330AC	2522 E Escondido Rd, Golf, Kingsville, TX 78363	
Toshiba e-STUDIO330AC	ESTUDIO330AC	1300 E Corral Ave, Public Works, Kingsville, TX 78363	
Toshiba e-STUDIO330AC	ESTUDIO330AC	410 W King Ave, Planning, Kingsville, TX 78363	
Toshiba e-STUDIO330AC	ESTUDIO330AC	400 W King Ave, Kingsville, TX 78363	
Toshiba e-STUDIO330AC	ESTUDIO330AC	400 W King Ave, Kingsville, TX 78363	
Toshiba e-STUDIO330AC	ESTUDIO330AC	400 W King Ave, Kingsville, TX 78363	
Toshiba e-STUDIO330AC	ESTUDIO330AC	3421 FM 1355, Health Department, Kingsville, TX 78363	
Toshiba e-STUDIO7529A	ESTUDIO7529A	200 E Kleberg Ave, Kingsville, TX 78363	

### CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Name:

Signature: X

Title:

Date:

# TOSHIBA

## BUSINESS SOLUTIONS

### SALES ORDER

# SO-2.0.0

Sales Representative: **Brent Marczynski**

SALES PACKET NUMBER

ORDER DATE

07/12/2023

#### CUSTOMER INFORMATION

Customer Name: City of Kingsville		Tax ID#: 74-6001513	
Billing Address: PO Box 1458		Phone #: (361) 595-8014 Ext:	Fax#:
Address 2:		Contact: Kyle Benson	Customer PO#:
City: Kingsville	State: TX	Zip: 78364	eMail: kbenson@cityofkingsville.com

#### EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SHIP TO ADDRESS	UNIT PRICE	AMOUNT
1	Toshiba e-STUDIO7527ACT	ESTUDIO7527ACT	1501 N Hwy. 77 Kingsville, TX 78363		SEE LEASE
1	65-Sheet Multi-Staple Finisher	MJ1115			
1	Finisher Guide Rail	KN1103			
1	Holepunch for MJ1115/1116	MJ6108N			
1	Power filter w/ prem I/S/N protection 20A/120V	W2000-20-120			
1	Toshiba e-STUDIO3025AC	ESTUDIO3025AC	119 N 10th St Kingsville, TX 78363		
1	DSDf Document Feeder	MR4010			
1	Copier Stand	STAND5015			
1	50-sheet Inner Finisher	MJ1048			
1	Hole Punch	MJ6011			
1	Power filter w/ I/S/N protection 15A/120V	W1500-15-120			
2	Toshiba e-STUDIO3025AC	ESTUDIO3025AC	400 W King Ave Kingsville, TX 78363		
2	DSDf Document Feeder	MR4010			
2	Copier Stand	STAND5015			
2	50-sheet Inner Finisher	MJ1048			
2	Hole Punch	MJ6011			
2	Power filter w/ I/S/N protection 15A/120V	W1500-15-120			
1	Toshiba e-STUDIO3025AC	ESTUDIO3025AC	3421 FM 1355 Kingsville, TX 78363		
1	DSDf Document Feeder	MR4010			
1	Copier Stand	STAND5015			
1	50-sheet Inner Finisher	MJ1048			
1	Hole Punch	MJ6011			
1	Power filter w/ I/S/N protection 15A/120V	W1500-15-120			
1	Toshiba e-STUDIO330AC	ESTUDIO330AC	348 E CR 2130 Kingsville, TX 78363		
1	Compact Power Filter	PWRFLTR-S1			

#### SPECIAL INSTRUCTIONS

#DIR-COP-4426 - Rates are locked for term. Staples are included.

#### Sub Total

SEE LEASE

Other

EOL/Security

Professional Fees

Connectivity Fees

Move Fees

Taxable Total

Sales Tax %

Tax Paid

Advance Paid

Total

SEE LEASE

#### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.

1. **Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability or otherwise.

Print Name: Signature: X Title: Date:

#### TBS ACCEPTANCE

Print Name: Signature: X Title: Date:

# TOSHIBA

## BUSINESS SOLUTIONS

### SALES ORDER SCHEDULE A

# SO-2.0.0

Sales Representative: Brent Marczynski

SALES PACKET NUMBER

ORDER DATE

07/12/2023

#### CUSTOMER INFORMATION

Customer Name: City of Kingsville			Tax ID#: 74-6001513	
Billing Address: PO Box 1458		Phone #: (361) 595-8014	Ext:	Fax#:
Address 2:		Contact: Kyle Benson		Customer PO#:
City: Kingsville	State: TX	Zip: 78364	eMail: kbenson@cityofkingsville.com	

#### EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SHIP TO ADDRESS	UNIT PRICE	AMOUNT
2	Toshiba e-STUDIO330AC	ESTUDIO330AC	1300 E Corral Ave Kingsville, TX 78363		SEE LEASE
2	Compact Power Filter	PWRFLTR-S1			
2	Toshiba e-STUDIO330AC	ESTUDIO330AC	410 W King Ave Kingsville, TX 78363		
2	Compact Power Filter	PWRFLTR-S1			
1	Toshiba e-STUDIO330AC	ESTUDIO330AC	2522 E Escondido Rd Kingsville, TX 78363		
1	Compact Power Filter	PWRFLTR-S1			
3	Toshiba e-STUDIO330AC	ESTUDIO330AC	400 W King Ave Kingsville, TX 78363		
3	Compact Power Filter	PWRFLTR-S1			
1	Toshiba e-STUDIO330AC	ESTUDIO330AC	3421 FM 1355 Kingsville, TX 78363		
1	Compact Power Filter	PWRFLTR-S1			
1	Toshiba e-STUDIO7527ACT	ESTUDIO7527ACT	400 W King Ave Kingsville, TX 78363		
1	65-Sheet Saddle Stitch Finisher	MJ1116			
1	Finisher Guide Rail	KN1103			
1	Holepunch for MJ1115/1116	MJ6108N			
1	Power filter w/ prem I/S/N protection 20A/120V	W2000-20-120			
1	Toshiba e-STUDIO7529A	ESTUDIO7529A	200 E Kleberg Ave Kingsville, TX 78363		
1	65-Sheet Multi-Staple Finisher	MJ1115			
1	Finisher Guide Rail	KN1103			
1	Holepunch for MJ1115/1116	MJ6108N			
1	Power filter w/ prem I/S/N protection 20A/120V	W2000-20-120			
1	Toshiba e-STUDIO4525AC	ESTUDIO4525AC	200 E Kleberg Ave Kingsville, TX 78363		
1	DSD Document Feeder	MR4010			
1	Large Capacity Feeder	KD1073LT			
1	50-sheet Inner Finisher	MJ1048			
1	Hole Punch	MJ6011			
1	Power filter w/ I/S/N protection 15A/120V	W1500-15-120			
1	Toshiba e-STUDIO4525AC	ESTUDIO4525AC	400 W King Ave Kingsville, TX 78363		
1	DSD Document Feeder	MR4010			
1	Large Capacity Feeder	KD1073LT			
1	50-sheet Inner Finisher	MJ1048			
1	Hole Punch	MJ6011			
1	Power filter w/ I/S/N protection 15A/120V	W1500-15-120			
1	Toshiba e-STUDIO4525AC	ESTUDIO4525AC	501 Santiago Park Lane Kingsville, TX 78363		
1	DSD Document Feeder	MR4010			
1	Large Capacity Feeder	KD1073LT			
1	50-sheet Inner Finisher	MJ1048			
1	Hole Punch	MJ6011			
1	Power filter w/ I/S/N protection 15A/120V	W1500-15-120			
1	Toshiba e-STUDIO4525AC	ESTUDIO4525AC	410 W King Ave Kingsville, TX 78363		
1	DSD Document Feeder	MR4010			
1	Large Capacity Feeder	KD1073LT			
1	50-sheet Inner Finisher	MJ1048			
1	Hole Punch	MJ6011			
1	Power filter w/ I/S/N protection 15A/120V	W1500-15-120			

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

#### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

Print Name:	Signature: X	Title:	Date:
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Date:

SALES PACKET NUMBER

DATE

Sales Representative: Brent Marczynski

07/12/2023

Customer Name: City of Kingsville

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

#### EQUIPMENT DETAILS

Physical Location: Public Works

Address: 1300 E Corral Ave

Phone #: 361/595-8025

Ext.

Fax #: +1.361.595.8024

Address 2:

Contact: Derek Williams

City: Kingsville

State: TX

Zip: 78363

email: derekwilliams@cityofkingsville.com

Leasing Company: Toshiba Financial Services

Lease #: 500-50181327

Make/Model: KYOCERA TASKalfa 5053ci

EOL Option: Has Secure HDD

Removal Type: Competitive Lease

Disposition: Return to Lease Company

Serial #: RF70806499

EOL Charge:

Buyout Type: Buyout to Return

Paid By: TBS to Customer

Replaced By: Toshiba e-STUDIO330AC

Physical Location: Golf

Address: 2522 E Escondido Rd

Phone #: 361/595-8025

Ext.

Fax #: +1.361.595.8024

Address 2:

Contact: Derek Williams

City: Kingsville

State: TX

Zip: 78363

email: derekwilliams@cityofkingsville.com

Leasing Company: Toshiba Financial Services

Lease #: 500-50184008

Make/Model: KYOCERA ECOSYS M5526cdw

EOL Option: Has Secure HDD

Removal Type: Competitive Lease

Disposition: Return to Lease Company

Serial #: VE89910193

EOL Charge:

Buyout Type: Buyout to Return

Paid By: TBS to Customer

Replaced By: Toshiba e-STUDIO330AC

Physical Location: Health Department

Address: 3421 FM 1355

Phone #: 361/595-8025

Ext.

Fax #: +1.361.595.8024

Address 2:

Contact: Derek Williams

City: Kingsville

State: TX

Zip: 78363

email: derekwilliams@cityofkingsville.com

Leasing Company: Toshiba Financial Services

Lease #: 402-1795180-001

Make/Model: KYOCERA ECOSYS M5526cdw

EOL Option: Has Secure HDD

Removal Type: Competitive Lease

Disposition: Return to Lease Company

Serial #: VE89709781

EOL Charge:

Buyout Type: Buyout to Return

Paid By: TBS to Customer

Replaced By: Toshiba e-STUDIO330AC

Physical Location: Planning

Address: 410 W King Ave

Phone #: 361/595-8025

Ext.

Fax #: +1.361.595.8024

Address 2:

Contact: Derek Williams

City: Kingsville

State: TX

Zip: 78363

email: derekwilliams@cityofkingsville.com

Leasing Company: Toshiba Financial Services

Lease #: 500-50087792

Make/Model: KYOCERA ECOSYS M6635cidn

EOL Option: Has Secure HDD

Removal Type: Competitive Lease

Disposition: Return to Lease Company

Serial #: RC49Z09720

EOL Charge:

Buyout Type: Buyout to Return

Paid By: TBS to Customer

Replaced By: Toshiba e-STUDIO330AC

Special

Instructions:

☒ SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES

Total End of Life Security Option Charges: \$0.00

#### DECLINATION

☐ Customer certifies that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printer. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.

Print Name:

Signature: X

Title:

Date:

#### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name:

Signature: X

Title:

Date:

#### TBS ACCEPTANCE

Print Name:

Signature: X

Title:

Date:

SALES PACKET NUMBER

DATE

Sales Representative: Brent Marczynski

07/12/2023

#### EQUIPMENT DETAILS

Physical Location: Landfill			
Address: 348 E CR 2130		Phone #: 361/595-8025	Ext.      Fax #: +1.361.595.8024
Address 2:		Contact: Derek Williams	
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 500-50341519	Make/Model: KYOCERA ECOSYS M3655idn	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: R4P8X20408	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO330AC	

Physical Location: Public Works			
Address: 1300 E Corral Ave		Phone #: 361/595-8025	Ext.      Fax #: +1.361.595.8024
Address 2:		Contact: Derek Williams	
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 500-50226099	Make/Model: KYOCERA ECOSYS M3655idn	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: R4P0460621	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO4525AC	

Physical Location: Planning			
Address: 410 W King Ave		Phone #: 361/595-8025	Ext.      Fax #: +1.361.595.8024
Address 2:		Contact: Derek Williams	
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 500-50087792	Make/Model: KYOCERA ECOSYS M3655idn	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: R4P9X44909	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO330AC	

Physical Location: HR			
Address: 400 W King Ave		Phone #: 361/595-8025	Ext.      Fax #: +1.361.595.8024
Address 2:		Contact: Derek Williams	
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 41984544	Make/Model: KYOCERA ECOSYS M6630cidn	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RBW9601545	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO330AC	

Physical Location: Legal			
Address: 400 W King Ave		Phone #: 361/595-8025	Ext.      Fax #: +1.361.595.8024
Address 2:		Contact: Derek Williams	
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 41984544	Make/Model: KYOCERA ECOSYS M6630cidn	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RBW960165	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO330AC	

Physical Location: Public Works			
Address: 1300 E Corral Ave		Phone #: 361/595-8025	Ext.      Fax #: +1.361.595.8024
Address 2:		Contact: Derek Williams	
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 500-50181327	Make/Model: KYOCERA ECOSYS P6230cdn	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RCB0403956	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO330AC	

Physical Location: Parks & Rec			
Address: 501 Santiago Park Lane		Phone #: 361/595-8025	Ext.      Fax #: +1.361.595.8024
Address 2:		Contact: Derek Williams	
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 500-50181327	Make/Model: KYOCERA TASKalfa 2553ci	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RFL0803666	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO4525AC	

Sales Representative: Brent Marczynski

07/12/2023

#### EQUIPMENT DETAILS

Physical Location: Visitor Center

Address: 1501 N Hwy. 77	Phone #: 361/595-8025	Ext.	Fax #: +1.361.595.8024
Address 2:	Contact: Derek Williams		
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 500-50181327	Make/Model: KYOCERA TASKalfa 2553ci	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RFL0803664	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO7527ACT	

Physical Location: Engineering

Address: 400 W King Ave	Phone #: 361/595-8025	Ext.	Fax #: +1.361.595.8024
Address 2:	Contact: Derek Williams		
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 500-50320582	Make/Model: KYOCERA TASKalfa 2554ci	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RVN1804476	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO3025AC	

Physical Location: Legal (City Management)

Address: 400 W King Ave	Phone #: 361/595-8025	Ext.	Fax #: +1.361.595.8024
Address 2:	Contact: Derek Williams		
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 41984544	Make/Model: KYOCERA TASKalfa 3253ci	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RFG9602604	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO3025AC	

Physical Location: Health Department

Address: 3421 FM 1355	Phone #: 361/595-8025	Ext.	Fax #: +1.361.595.8024
Address 2:	Contact: Derek Williams		
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 402-1795180-001	Make/Model: KYOCERA TASKalfa 4053ci	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RFB9401031	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO3025AC	

Physical Location: HR

Address: 400 W King Ave	Phone #: 361/595-8025	Ext.	Fax #: +1.361.595.8024
Address 2:	Contact: Derek Williams		
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 500-50189874	Make/Model: KYOCERA TASKalfa 5053ci	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RF70806594	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO4525AC	

Physical Location: Fire Department

Address: 119 N 10th St	Phone #: 361/595-8025	Ext.	Fax #: +1.361.595.8024
Address 2:	Contact: Derek Williams		
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 450-0055191-000	Make/Model: KYOCERA TASKalfa 5053ci	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RF71308985	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO3025AC	

Physical Location: Planning

Address: 410 W King Ave	Phone #: 361/595-8025	Ext.	Fax #: +1.361.595.8024
Address 2:	Contact: Derek Williams		
City: Kingsville	State: TX	Zip: 78363	email: derekwilliams@cityofkingsville.com
Leasing Company: Toshiba Financial Services	Lease #: 500-50181327	Make/Model: KYOCERA TASKalfa 5053ci	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RF70806497	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO4525AC	

SALES PACKET NUMBER

DATE

Sales Representative: Brent Marczynski

07/12/2023

#### EQUIPMENT DETAILS

Physical Location: Municipal			
Address: 200 E Kleberg Ave		Phone #: 361/595-8025	Ext. Fax #: +1.361.595.8024
Address 2:		Contact: Derek Williams	
City: Kingsville	State: TX Zip: 78363	email: derekwilliams@cityofkingsville.com	
Leasing Company: Toshiba Financial Services	Lease #: 500-50418046	Make/Model: KYOCERA TASKalfa 6054ci	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: W9S2504793	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO4525AC	

Physical Location: Utility			
Address: 200 E Kleberg Ave		Phone #: 361/595-8025	Ext. Fax #: +1.361.595.8024
Address 2:		Contact: Derek Williams	
City: Kingsville	State: TX Zip: 78363	email: derekwilliams@cityofkingsville.com	
Leasing Company: Toshiba Financial Services	Lease #: 500-50418046	Make/Model: KYOCERA TASKalfa 8003i	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RRQ2600471	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO7529A	

Physical Location: Finance			
Address: 400 W King Ave		Phone #: 361/595-8025	Ext. Fax #: +1.361.595.8024
Address 2:		Contact: Derek Williams	
City: Kingsville	State: TX Zip: 78363	email: derekwilliams@cityofkingsville.com	
Leasing Company: Toshiba Financial Services	Lease #: 500-50181327	Make/Model: KYOCERA TASKalfa 8353ci	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RS20800333	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO7527ACT	

Physical Location: HR			
Address: 400 W King Ave		Phone #: 361/595-8025	Ext. Fax #: +1.361.595.8024
Address 2:		Contact: Derek Williams	
City: Kingsville	State: TX Zip: 78363	email: derekwilliams@cityofkingsville.com	
Leasing Company: Toshiba Financial Services	Lease #: 41984544	Make/Model: KYOCERA ECOSYS M6630cidn	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: RBW9601560	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO330AC	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State: Zip:	email:	
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State: Zip:	email:	
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State: Zip:	email:	
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	



# LESA-1.0.0

SALES PACKET NUMBER

DATE

07/12/23

CUSTOMER NAME: City of Kingsville, TX

Toshiba Business Solutions, agrees as your agent, to remove and to store your equipment at our facility located at 1070 Arion Circle, Suite 150 San Antonio, TX 78216 for the scheduled duration of your lease providing the following:

- 1) You maintain insurance coverage for the equipment;
- 2) You, the customer, send a Letter of Intent cancelling the lease to the leasing company referenced below within the required time frame (see lease for specifics); and
- 3) You agree to provide us with the return instructions in a timely manner to return the equipment. The instructions should be directed to:

Sales Representative: Brent Marczynski Email: brent.marczynski@tbs.toshiba.comSales Administrator: Gus Rivera Email: gus.rivera@tbs.toshiba.com

or Fax: \_\_\_\_\_

### LEASE COMPANY INFORMATION

Lease Company:	Multiple	Lease#:	Multiple	End Date of Lease:	11/22/25	Return Inst Incl?	NO*
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\*If the return instructions are not included, you MUST obtain written consent from the lease company to move the equipment prior to removal.

\*SEE ATTACHED SCHEDULE FOR A LIST OF EQUIPMENT TO BE STORED AND RETURNED.

### ACCEPTANCE

At the end of the lease agreement term, Customer agrees that additional storage charges will be incurred and assessed to Client for any equipment remaining in our facility at the rate of \$50.00 per unit per month.

Toshiba Business Solutions does not assume and will not be financially responsible for any lease renewal payments or additional fees or penalties incurred on the lease referenced above for any reason, including customer's failure to provide timely notice to Lessor.

Customer		Toshiba Business Solutions	
Printed Name:		Printed Name:	
Signature:		Signature:	
Title:	Date:	Title:	Date:



# COMPETITOR LEASED EQUIPMENT SCHEDULE

## LESA-1.0.0

SALES PACKET NUMBER

DATE

07/12/23

### BILL TO: CUSTOMER INFORMATION

Customer Name: City of Kingsville, TX  
 Billing Address: 400 W Kings Ave  
 Address 2:  
 City: Kingsville State: TX Zip: 78363  
 Contact Name: Kyle Benson  
 Phone Number: 361-595-8014  
 Email: kbenson@cityofkingsville.com

### REMOVAL FROM: CUSTOMER INFORMATION

Customer Name:  
 Removal Address:  
 Address 2:  
 City: State: Zip:  
 Contact Name:  
 Phone Number:  
 Email:

### EQUIPMENT RETURN INFORMATION

Equip. Number	Make/Model	Serial Number (IMPORTANT: Serial number below MUST match return instructions)
1	TA-6054	W9S2504793
2	TA-8003	RRQ2600471
3	M3655	R4P8X20408
4	TA-5053	RF71308985
5	TA-2554	RVN1804476
6	M3655	R4P0460621
7	TA-5053	RF70806594
8	5526cid	VE89910193
9	TA-8353	RS20800333
10	TA-2553	RFL0803666
11	TA-5053	RF70806497
12	P6230	RCB0403956
13	TA-5053	RF70806499
14	TA-2553	RFL0803664
15	6635cid	RC49Z09720
16	M3655	R4P9X44909
17	M6630	RBW9601560
18	M6630	RBW9601545
19	M6630	RBW960165
20	TA-3253	RFG9602604
21	5526cid	VE89709781
22	TA-4053	RFB9401031



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Toshiba America Business Solutions, Inc.  
San Antonio, TX United States

Certificate Number:  
2023-1039609

Date Filed:  
06/27/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Kingsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Texas DIR-CPO-4426  
MFD/Copier Lease & Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Toshiba TEC Corporation	Shinagawa-Ku Tokyo Japan	X	

5 Check only if there is NO Interested Party. ☐

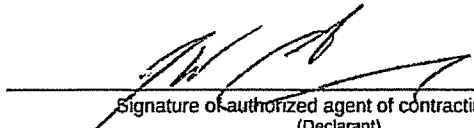
### 6 UNSWORN DECLARATION

My name is Joe Lemoine, and my date of birth is 08/06/1955.

My address is 14607 San Pedro Ave., Suite 120, San Antonio, TX, 78232, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County County, State of Texas, on the 27th day of June, 20 23.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Kingsville

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 1458

6 City, state, and ZIP code

Kingsville, TX 78364

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

OR

Employer identification number

7 4 - 6 0 0 1 5 1 3

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# **AGENDA ITEM #15**

**City of Kingsville  
Finance Department**

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TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Kyle Benson, Director of Information Technology  
DATE: October 23, 2023  
SUBJECT: KPD Network Improvements via ARP Funding

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**Summary:**

This item authorizes approval of the installation of 1) Replacement and configuration of outdated network equipment including firewalls and network switches, 2) upgrade of server operating systems to supported versions, 3) re-configuration of network and server infrastructure to industry best practices and CJIS compliance, and 4) replacement of access control hardware for KPD Central location.

**Background:**

The existing network equipment at both Kingsville Police Department sites is of an advanced age making it difficult to manage and secure. In addition to its age, this equipment is also configured in a fashion not meeting generally accepted industry standards. The version of operating system being run on most servers present on the KPD network is no longer supported as of October 10, 2023, and needs to be updated to the latest version to continue receiving security updates and maintain CJIS compliance. The current access control system has multiple door controllers that have failed. With parts scarcity to contend with these failures may lead to a situation where existing working equipment must be scavenged to repair failed equipment. Due to the nature of the equipment present, additional changes may be needed to ensure full operational efficiency and will be factored in as a contingency to financial impact.

**Financial Impact:**

Funds are available through General Fund ARP line item 121-5-2101-71200, of which \$360,000.00 are available this fiscal year. The total cost of this project is estimated to not exceed \$120,000 inclusive of the contingency for unforeseen issues, so there is adequate funding for this item.

**Recommendation:**

It is recommended the City approve the use of ARP funds for improvements and upgrades to the network of the Kingsville Police Department through FreeIT Data Solutions of Austin, Texas through DIR Contract # DIR-CPO-4795 and replacement of the access control through American Integrated Solutions of Corpus Christi, Texas on GoodBuy Contract # 22-23-7A000.





Contract No: DIR-TSO-4229  
TAX ID#: 27-2209002  
Term: NET 30  
FOB: Destination

**Kingsville Police Department**  
Kyle Benson  
200 E Kleberg  
Kingsville, TX 78363  
(361) 595-8014  
kbenson@cityofkingsville.com

**Quote Number:** 148746791  
**Quote Date:** 9/13/2023  
**Expiration Date:** 10/13/2023

**Freeit Data Solutions, Inc.**  
P.O. Box 1572  
Austin, TX 78767  
PH: (800) 478-5161 / FAX: (888) 416-0471

**Freeit Contact:** Joe White  
(216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>HPE - 3yr Term</b>				
<b>Hardware</b>				
3	P52766-B21	HPE DL320 Gen11 8SFF CTO Server	\$1,257.87	\$3,773.61
3	P49610-B21	INT Xeon-S 4410Y CPU for HPE	\$672.82	\$2,018.46
24	P43328-B21	HPE 32GB 2Rx8 PC5-4800B-R Smart Kit	\$341.72	\$8,201.28
3	P52743-B21	HPE DL320 G11 8SFF x1Tmode U.3 BC BP Kit	\$287.73	\$863.19
3	P26262-B21	BCM 57414 10/25GbE 2p SFP28 Adptr	\$204.24	\$612.72
3	P08449-B21	INT I350 1GbE 4p BASE-T OCP3 Adptr	\$207.00	\$621.00
3	P48908-B21	HPE DL3X0 Gen11 1U High Perf Fan Kit	\$238.46	\$715.38
6	865408-B21	HPE 500W FS Plat Ht Plg LH Pwr Sply Kit	\$92.49	\$554.94
6	AF573A	HPE Rdnt 2m 10A C13-C14 Jpr Cord	\$6.55	\$39.30
3	BD505A	HPE iLO Adv 1-svr Lic 3yr Support	\$258.89	\$776.67
3	875519-B21	HPE Bezel Lock Kit	\$42.99	\$128.97
3	P50450-B21	HPE DL3XX Gen11 1U Bezel Kit	\$65.55	\$196.65
3	P55417-B21	HPE DL320 Gen11 Intrusion Detection Kit	\$7.14	\$21.42
3	P48183-B21	HPE NS204i-u Gen11 Ht Plg Boot Opt Dev	\$343.96	\$1,031.88
3	P48904-B21	HPE DL3X0 Gen11 1U Stnd Heat Sink Kit	\$40.05	\$120.15
3	P52349-B21	HPE Gen 11 EI Rail Kit 1	\$115.82	\$347.46
3	P52786-B21	HPE DL320 Gen11 NS204i-u NVMe Boot Kit	\$18.80	\$56.40
3	R7A11AAE	HPE GreenLake COM En 3y Up ProLiant aaS	\$310.50	\$931.50
<b>Support</b>				
1	HU4A6A3	HPE 3Y Tech Care Essential SVC	\$0.00	\$0.00
3	HU4A6A300DL	HPE DL320 Gen11 Support	\$1,648.28	\$4,944.84
<b>Support Period Duration: 36 months</b>				
<b>Services</b>				
2	FDS-SMSTR	Freeit Smart Start Installation	\$2,337.50	\$4,675.00

List Total: \$101,206.00  
DIR Discounted Total: \$71,100.64  
Shipping and Tax not applicable: \$0.00  
Additional Discount: (\$40,469.82)  
Grand Total: \$30,630.82

**Customer Signature of Acceptance**

**Date**

**PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-tso-4229> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.



Contract No: DIR-CPO-4795  
TAX ID#: 27-2209002  
Term: NET 30  
FOB: Destination

**City of Kingsville**

Kyle Benson  
200 E Kleberg  
Kingsville, TX 7836  
Ph: (361) 595-8014  
kbenson@cityofkingsville.com

Quote Number: 234642-2  
Quote Date: 10/6/2023  
Expiration Date: 11/5/2023

Freeit Data Solutions, Inc.  
P.O. Box 1572  
Austin, TX 78767  
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Joe White  
(216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>Freeit Professional Services</b>				
<b>Services</b>				
1	FDS-AD-PS	Freeit Professional services for Active Directory Domain Upgrade - Refer to SOW FDS10062023 for additional details.	\$8,750.00	\$8,750.00
			Grand Total:	\$8,750.00

Customer Signature of Acceptance

PO#

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-cpo-4795> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.



Contract No: DIR-TSO-4288  
TAX ID#: 27-2209002  
Term: NET 30  
FOB: Destination

**City of Kingsville**

Kyle Benson  
200 E Kleberg  
Kingsville, TX 78363  
Ph: (361) 595-8014  
kbenson@cityofkingsville.com

Quote Number: 40682955  
Quote Date: 9/5/2023  
Expiration Date: 10/5/2023

**Freeit Data Solutions, Inc.**

P.O. Box 1572  
Austin, TX 78767  
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Joe White  
(216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>Fortinet - 3yr Term</b>				
<b>Hardware/Subscription</b>				
1	FG-100F-BDL-950-36	FortiGate-100F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$6,472.06	\$6,472.06
1	FG-200F-BDL-950-36	FortiGate-200F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$11,960.36	\$11,960.36
1	FS-124E-POE	FortiSwitch-124E-POE L2+ managed POE switch with 24GE +4SFP, 12 port POE with max 185W limit and smart fan temperature control	\$679.91	\$679.91
4	FS-148E	FortiSwitch-148E L2+ managed switch with 48GE port + 4SFP	\$629.11	\$2,516.44
<b>Subscription Period Duration: 36 Months</b>				
3	FC-10-F100F-464-02-12	FortiGate-100F FortiAnalyzer Cloud SOCaaS: Cloud-based Log Monitoring (PaaS), including IOC Service and FortiCloud	\$1,200.46	\$3,601.38
3	FC-10-F200F-464-02-12	FortiGate-200F FortiAnalyzer Cloud SOCaaS: Cloud-based Log Monitoring (PaaS), including IOC Service and FortiCloud	\$2,218.45	\$6,655.35
<b>Subscription Period Duration: 12 Months</b>				
<b>Support</b>				
1	FC-10-S248P-247-02-36	FortiSwitch-124E-POE 3 Year FortiCare Premium Support	\$249.13	\$249.13
4	FC-10-S148E-247-02-36	FortiSwitch-148E 3 Year FortiCare Premium Support	\$230.52	\$922.08
<b>Support Period Duration: 36 Months</b>				
<b>Services</b>				
1	FDS-SMSTR	Freeit Smart Start Installation	\$4,675.00	\$4,675.00
List Total:				\$52,695.70
DIR Discounted Total:				\$42,500.45
Shipping and Tax not applicable:				\$0.00
Additional Discount:				(\$4,768.74)
Grand Total:				\$37,731.71

Customer Signature of Acceptance

Date

PO#

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/DIR-TSO-4288> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.



American Integrated Solutions  
3636 S. Alameda, Ste. B, PMB 165  
Corpus Christi, TX 78411  
Ph. 361-334-5353 Fax: 361-334-5358  
g.violett@aisfirst.com

**PROPOSAL AND  
SALES CONTRACT**

Fire Alarms • Security Alarms • Sound Systems • Intercom Systems • Access Control Systems • CCTV Systems • Mobile Surveillance Systems

<u>CUST.PO.NO.</u>	<u>SALESMAN</u> Kent Taylor	<u>TERMS</u> NET 30 DAYS	<u>DATE</u> 08/08/2023	<u>JOB NUMBER</u>	<u>TYPE</u> ICT
<u>Invoice To</u> City of Kingsville			<u>Job Location</u>		
P O Box 1458			Police Department		
Kingsville, TX 78363					

Attn: Kyle Benson      Ph.#      Fax. #      Job Name Access Control

Price includes: All design, labor, materials, freight, and permit fees to provide the work as detailed hereinafter. All work will be performed during normal weekday working hours and installed in accordance with all state and local codes. Price Excludes: Any Painting, 120 vac Work, Conduit Work, After Hours Work, Drywall Repair, Lift Rental Fees or any Special Equipment Rental Fees. All floor areas are to be cleared by the buyer to facilitate the installation work.

**Scope of Work:**

**GoodBuy Contract # 22-23-7A000**

**AIS will provide the following material that will constitute a complete upgrade/overhaul to the City access control system.**

**AIS will provide and install one ICT Protégé GX 18-door Controller in the current MDF adjacent to Dispatch. AIS will utilize the existing composite cabling to manage and control doors currently wired to the existing access control platform.**

**In addition, AIS will:**

- **Install two 1200lb Maglocks w/Bond Sensors, one PIR, and one REX assembly on front double storefront doors**
- **Install one PIR and one REX on Dispatch Entry door, utilizing the existing Door Strike, if possible**
- **Install one PIR, one REX, one 1200lb Maglock w/Bond Sensor, plus one *Dual-authentication Card Reader* on the Vault door**
- **Install one Gate Lock Hardware Kit on each of the two existing Gates. Price does NOT include any (underground, etc) repair measures for either Gate. These gates are to be wired back to the ICT Controller in cooperation with Gate/Electrical Contractor performing actual repairs to said Gates.**

☐ TIME AND MATERIAL      ☐ PRICE NOT TO EXCEED \$ \_\_\_\_\_      ☒ FIXED PRICE OF \$ **31,000**

**IMPORTANT NOTICE TO CUSTOMER**

- A) THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.
- B) THE PRICE FOR WORK TO BE PERFORMED UNDER THIS AGREEMENT SHALL BE BASED UPON THE PREVAILING AMERICAN INTEGRATED SOLUTIONS' PRICES FOR MATERIAL, LABOR, AND RELATED ITEMS, IN EFFECT AT THE TIME SUPPLIED UNDER THIS AGREEMENT, FURTHER, IN THE EVENT THAT THIS AGREEMENT IS EXECUTED ON A "PRICE NOT TO EXCEED" BASIS, THE PRICE TO THE CUSTOMER SHALL BE THE LESSER OF 1) THE LIMIT PRICE QUOTED, OR 2) THE ACTUAL CUMULATIVE BILLING BASED ON THE AFOREMENTIONED PREVAILING PRICES.
- C) THIS PROPOSAL NOT VALID IF NOT EXECUTED WITHIN THIRTY (30) DAYS OF THE DATE OF THE PROPOSAL.
- D) SEE PAGE TWO OF THIS ORDER FOR OTHER TERMS AND CONDITIONS.

ACCEPTED BY:

_____ SIGNATURE OF AUTHORIZED CUSTOMER	_____ DATE
_____ TITLE OF PERSON SIGNING	I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS.  INITIALS OF AUTHORIZED CUSTOMER



## TERMS AND CONDITIONS

### ENTIRE CONTRACT

The provisions herein contained constitute all the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

### PROPOSALS AND CONTRACT

Seller's proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

### PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

### PAYMENT

Terms of payment have been set out in Paragraph A of the CONTRACT. Final payment shall be in all cases due and payable within thirty (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts.

### DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

### SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

### OSHA and ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

### SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits.

### STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed, wiring, fixtures or other equipment. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

### LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

### WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

### ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

### MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

### SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or

unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

### ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign to its subsidiaries and affiliates.

### CHANGES, ALTERATIONS, ADDITIONS

Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

### LEGAL NOTICE

For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

### CLAIMS

Any claims against Seller arising hereunder must be presented in writing, with particulars, within ten (10) days after they arise.

### TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

### ARBITRATION

At the option of Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

### OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

### INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

### DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. All such remedies of Seller are cumulative and not exclusive.

Default by Purchaser shall consist of Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

I HAVE REVIEWED ALL TERMS AND CONDITIONS.

SIGNATURE OF AUTHORIZED CUSTOMER

DATE:

# **AGENDA ITEM #16**

**City of Kingsville  
Finance Department**

---

TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Kyle Benson, Director of Information Technology  
DATE: October 23, 2023  
SUBJECT: KPD Network Improvements via ARP Funding

---

**Summary:**

This item authorizes approval of the installation of 1) Replacement and configuration of outdated network equipment including firewalls and network switches, 2) upgrade of server operating systems to supported versions, 3) re-configuration of network and server infrastructure to industry best practices and CJIS compliance, and 4) replacement of access control hardware for KPD Central location.

**Background:**

The existing network equipment at both Kingsville Police Department sites is of an advanced age making it difficult to manage and secure. In addition to its age, this equipment is also configured in a fashion not meeting generally accepted industry standards. The version of operating system being run on most servers present on the KPD network is no longer supported as of October 10, 2023, and needs to be updated to the latest version to continue receiving security updates and maintain CJIS compliance. The current access control system has multiple door controllers that have failed. With parts scarcity to contend with these failures may lead to a situation where existing working equipment must be scavenged to repair failed equipment. Due to the nature of the equipment present, additional changes may be needed to ensure full operational efficiency and will be factored in as a contingency to financial impact.

**Financial Impact:**

Funds are available through General Fund ARP line item 121-5-2101-71200, of which \$360,000.00 are available this fiscal year. The total cost of this project is estimated to not exceed \$120,000 inclusive of the contingency for unforeseen issues, so there is adequate funding for this item.

**Recommendation:**

It is recommended the City approve the use of ARP funds for improvements and upgrades to the network of the Kingsville Police Department through FreeIT Data Solutions of Austin, Texas through DIR Contract # DIR-CPO-4795 and replacement of the access control through American Integrated Solutions of Corpus Christi, Texas on GoodBuy Contract # 22-23-7A000.





Contract No: DIR-TSO-4229  
TAX ID#: 27-2209002  
Term: NET 30  
FOB: Destination

#### Kingsville Police Department

Kyle Benson  
200 E Kleberg  
Kingsville, TX 78363  
(361) 595-8014  
kbenson@cityofkingsville.com

Quote Number: 148746791  
Quote Date: 9/13/2023  
Expiration Date: 10/13/2023

#### Freeit Data Solutions, Inc.

P.O. Box 1572  
Austin, TX 78767  
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Joe White  
(216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>HPE - 3yr Term</b>				
<b>Hardware</b>				
3	P52766-B21	HPE DL320 Gen11 8SFF CTO Server	\$1,257.87	\$3,773.61
3	P49610-B21	INT Xeon-S 4410Y CPU for HPE	\$672.82	\$2,018.46
24	P43328-B21	HPE 32GB 2Rx8 PC5-4800B-R Smart Kit	\$341.72	\$8,201.28
3	P52743-B21	HPE DL320 G11 8SFF x1Tmode U.3 BC BP Kit	\$287.73	\$863.19
3	P26262-B21	BCM 57414 10/25GbE 2p SFP28 Adptr	\$204.24	\$612.72
3	P08449-B21	INT I350 1GbE 4p BASE-T OCP3 Adptr	\$207.00	\$621.00
3	P48908-B21	HPE DL3X0 Gen11 1U High Perf Fan Kit	\$238.46	\$715.38
6	865408-B21	HPE 500W FS Plat Ht Plg LH Pwr Sply Kit	\$92.49	\$554.94
6	AF573A	HPE Rdnt 2m 10A C13-C14 Jpr Cord	\$6.55	\$39.30
3	BD505A	HPE iLO Adv 1-svr Lic 3yr Support	\$258.89	\$776.67
3	875519-B21	HPE Bezel Lock Kit	\$42.99	\$128.97
3	P50450-B21	HPE DL3XX Gen11 1U Bezel Kit	\$65.55	\$196.65
3	P55417-B21	HPE DL320 Gen11 Intrusion Detection Kit	\$7.14	\$21.42
3	P48183-B21	HPE NS204i-u Gen11 Ht Plg Boot Opt Dev	\$343.96	\$1,031.88
3	P48904-B21	HPE DL3X0 Gen11 1U Stnd Heat Sink Kit	\$40.05	\$120.15
3	P52349-B21	HPE Gen 11 EI Rail Kit 1	\$115.82	\$347.46
3	P52786-B21	HPE DL320 Gen11 NS204i-u NVMe Boot Kit	\$18.80	\$56.40
3	R7A11AAE	HPE GreenLake COM En 3y Up ProLiant aaS	\$310.50	\$931.50
<b>Support</b>				
1	HU4A6A3	HPE 3Y Tech Care Essential SVC	\$0.00	\$0.00
3	HU4A6A300DL	HPE DL320 Gen11 Support	\$1,648.28	\$4,944.84
<b>Support Period Duration: 36 months</b>				
<b>Services</b>				
2	FDS-SMSTR	Freeit Smart Start Installation	\$2,337.50	\$4,675.00
List Total:				\$101,206.00
DIR Discounted Total:				\$71,100.64
Shipping and Tax not applicable:				\$0.00
Additional Discount:				(\$40,469.82)
Grand Total:				\$30,630.82

Customer Signature of Acceptance

Date

PO#

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-tso-4229> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.



Contract No: DIR-CPO-4795  
TAX ID#: 27-2209002  
Term: NET 30  
FOB: Destination

**City of Kingsville**

Kyle Benson  
200 E Kleberg  
Kingsville, TX 7836  
Ph: (361) 595-8014  
kbenson@cityofkingsville.com

Quote Number: 234642-2  
Quote Date: 10/6/2023  
Expiration Date: 11/5/2023

**Freeit Data Solutions, Inc.**

P.O. Box 1572  
Austin, TX 78767  
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Joe White  
(216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>Freeit Professional Services</b>				
<b>Services</b>				
1	FDS-AD-PS	Freeit Professional services for Active Directory Domain Upgrade - Refer to SOW FDS10062023 for additional details.	\$8,750.00	\$8,750.00
Grand Total:				\$8,750.00

Customer Signature of Acceptance

PO#

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-cpo-4795> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.



Contract No: DIR-TSO-4288  
 TAX ID#: 27-2209002  
 Term: NET 30  
 FOB: Destination

**City of Kingsville**  
 Kyle Benson  
 200 E Kleberg  
 Kingsville, TX 78363  
 Ph: (361) 595-8014  
 kbenson@cityofkingsville.com

**Quote Number:** 40682955  
**Quote Date:** 9/5/2023  
**Expiration Date:** 10/5/2023

**Freeit Data Solutions, Inc.**  
 P.O. Box 1572  
 Austin, TX 78767  
 PH: (800) 478-5161 / FAX: (888) 416-0471

**Freeit Contact:** Joe White  
 (216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>Fortinet - 3yr Term</b>				
<b>Hardware/Subscription</b>				
1	FG-100F-BDL-950-36	FortiGate-100F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$6,472.06	\$6,472.06
1	FG-200F-BDL-950-36	FortiGate-200F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$11,960.36	\$11,960.36
1	FS-124E-POE	FortiSwitch-124E-POE L2+ managed POE switch with 24GE +4SFP, 12 port POE with max 185W limit and smart fan temperature control	\$679.91	\$679.91
4	FS-148E	FortiSwitch-148E L2+ managed switch with 48GE port + 4SFP	\$629.11	\$2,516.44
<b>Subscription Period Duration: 36 Months</b>				
3	FC-10-F100F-464-02-12	FortiGate-100F FortiAnalyzer Cloud SOCaaS: Cloud-based Log Monitoring (PaaS), including IOC Service and FortiCloud	\$1,200.46	\$3,601.38
3	FC-10-F200F-464-02-12	FortiGate-200F FortiAnalyzer Cloud SOCaaS: Cloud-based Log Monitoring (PaaS), including IOC Service and FortiCloud	\$2,218.45	\$6,655.35
<b>Subscription Period Duration: 12 Months</b>				
<b>Support</b>				
1	FC-10-S248P-247-02-36	FortiSwitch-124E-POE 3 Year FortiCare Premium Support	\$249.13	\$249.13
4	FC-10-S148E-247-02-36	FortiSwitch-148E 3 Year FortiCare Premium Support	\$230.52	\$922.08
<b>Support Period Duration: 36 Months</b>				
<b>Services</b>				
1	FDS-SMTSRT	Freeit Smart Start Installation	\$4,675.00	\$4,675.00
<b>List Total:</b>				<b>\$52,695.70</b>
<b>DIR Discounted Total:</b>				<b>\$42,500.45</b>
<b>Shipping and Tax not applicable:</b>				<b>\$0.00</b>
<b>Additional Discount:</b>				<b>(\$4,768.74)</b>
<b>Grand Total:</b>				<b>\$37,731.71</b>

Customer Signature of Acceptance

Date

PO#

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/DIR-TSO-4288> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

# **AGENDA ITEM #17**

Award -  
GoodBuy  
Contract  
Items

**City of Kingsville  
Finance Department**

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TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Kyle Benson, Director of Information Technology  
DATE: October 23, 2023  
SUBJECT: KPD Network Improvements via ARP Funding

---

**Summary:**

This item authorizes approval of the installation of 1) Replacement and configuration of outdated network equipment including firewalls and network switches, 2) upgrade of server operating systems to supported versions, 3) re-configuration of network and server infrastructure to industry best practices and CJIS compliance, and 4) replacement of access control hardware for KPD Central location.

**Background:**

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**Financial Impact:**

Funds are available through General Fund ARP line item 121-5-2101-71200, of which \$360,000.00 are available this fiscal year. The total cost of this project is estimated to not exceed \$120,000 inclusive of the contingency for unforeseen issues, so there is adequate funding for this item.

**Recommendation:**

It is recommended the City approve the use of ARP funds for improvements and upgrades to the network of the Kingsville Police Department through FreeIT Data Solutions of Austin, Texas through DIR Contract # DIR-CPO-4795 and replacement of the access control through American Integrated Solutions of Corpus Christi, Texas on GoodBuy Contract # 22-23-7A000. >







American Integrated Solutions  
3636 S. Alameda, Ste. B, PMB 165  
Corpus Christi, TX 78411  
Ph. 361-334-5353 Fax: 361-334-5358  
g.violett@aisfirst.com

**PROPOSAL AND  
SALES CONTRACT**

Fire Alarms • Security Alarms • Sound Systems • Intercom Systems • Access Control Systems • CCTV Systems • Mobile Surveillance Systems

<u>CUST.PO.NO.</u>	<u>SALESMAN</u> Kent Taylor	<u>TERMS</u> NET 30 DAYS	<u>DATE</u> 08/08/2023	<u>JOB NUMBER</u>	<u>TYPE</u> ICT
<u>Invoice To</u> City of Kingsville			<u>Job Location</u>		
P O Box 1458			Police Department		
Kingsville, TX 78363					

Attn: Kyle Benson      Ph.#      Fax. #      Job Name Access Control

Price includes: All design, labor, materials, freight, and permit fees to provide the work as detailed hereinafter. All work will be performed during normal weekday working hours and installed in accordance with all state and local codes. Price Excludes: Any Painting, 120 vac Work, Conduit Work, After Hours Work, Drywall Repair, Lift Rental Fees or any Special Equipment Rental Fees. All floor areas are to be cleared by the buyer to facilitate the installation work.

**Scope of Work:**

**GoodBuy Contract # 22-23-7A000**

**AIS will provide the following material that will constitute a complete upgrade/overhaul to the City access control system.**

**AIS will provide and install one ICT Protégé GX 18-door Controller in the current MDF adjacent to Dispatch. AIS will utilize the existing composite cabling to manage and control doors currently wired to the existing access control platform.**

**In addition, AIS will:**

- **Install two 1200lb Maglocks w/Bond Sensors, one PIR, and one REX assembly on front double storefront doors**
- **Install one PIR and one REX on Dispatch Entry door, utilizing the existing Door Strike, if possible**
- **Install one PIR, one REX, one 1200lb Maglock w/Bond Sensor, plus one *Dual-authentication* Card Reader on the Vault door**
- **Install one Gate Lock Hardware Kit on each of the two existing Gates. Price does NOT include any (underground, etc) repair measures for either Gate. These gates are to be wired back to the ICT Controller in cooperation with Gate/Electrical Contractor performing actual repairs to said Gates.**

☐ TIME AND MATERIAL      ☐ PRICE NOT TO EXCEED \$ \_\_\_\_\_      ☒ FIXED PRICE OF \$ **31,000**

**IMPORTANT NOTICE TO CUSTOMER**

- A) THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE NET 30 DAYS FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.
- B) THE PRICE FOR WORK TO BE PERFORMED UNDER THIS AGREEMENT SHALL BE BASED UPON THE PREVAILING AMERICAN INTEGRATED SOLUTIONS PRICES FOR MATERIAL, LABOR, AND RELATED ITEMS, IN EFFECT AT THE TIME SUPPLIED UNDER THIS AGREEMENT, FURTHER, IN THE EVENT THAT THIS AGREEMENT IS EXECUTED ON A "PRICE NOT TO EXCEED" BASIS, THE PRICE TO THE CUSTOMER SHALL BE THE LESSER OF 1) THE LIMIT PRICE QUOTED, OR 2) THE ACTUAL CUMULATIVE BILLING BASED ON THE AFOREMENTIONED PREVAILING PRICES.
- C) THIS PROPOSAL NOT VALID IF NOT EXECUTED WITHIN THIRTY (30) DAYS OF THE DATE OF THE PROPOSAL.
- D) SEE PAGE TWO OF THIS ORDER FOR OTHER TERMS AND CONDITIONS.

ACCEPTED BY:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CUSTOMER

\_\_\_\_\_  
DATE

I HAVE RECEIVED A COPY OF THE TERMS AND  
CONDITIONS.

\_\_\_\_\_  
TITLE OF PERSON SIGNING

\_\_\_\_\_  
INITIALS OF AUTHORIZED CUSTOMER

## TERMS AND CONDITIONS

### ENTIRE CONTRACT

The provisions herein contained constitute all the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing, herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

### PROPOSALS AND CONTRACT

Seller's proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

### PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

### PAYMENT

Terms of payment have been set out in Paragraph A of the CONTRACT. Final payment shall be in all cases due and payable within thirty (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts.

### DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

### SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

### OSHA and ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

### SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits.

### STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed, wiring, fixtures or other equipment. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

### LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

### WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

### ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

### MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

### SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or

unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

### ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign to its subsidiaries and affiliates.

### CHANGES, ALTERATIONS, ADDITIONS

Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

### LEGAL NOTICE

For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

### CLAIMS

Any claims against Seller arising hereunder must be presented in writing, with particulars, within ten (10) days after they arise.

### TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Sellers technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

### ARBITRATION

At the option of Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

### OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

### INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

### DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. All such remedies of Seller are cumulative and not exclusive.

Default by Purchaser shall consist of Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, liened or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

I HAVE REVIEWED ALL TERMS AND CONDITIONS. \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED CUSTOMER

# **AGENDA ITEM #18**

**City of Kingsville  
Finance Department**

---

TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Kyle Benson, Director of Information Technology  
DATE: October 23, 2023  
SUBJECT: KPD Network Improvements via ARP Funding

---

**Summary:**

This item authorizes approval of the installation of 1) Replacement and configuration of outdated network equipment including firewalls and network switches, 2) upgrade of server operating systems to supported versions, 3) re-configuration of network and server infrastructure to industry best practices and CJIS compliance, and 4) replacement of access control hardware for KPD Central location.

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**Financial Impact:**

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**Recommendation:**

It is recommended the City approve the use of ARP funds for improvements and upgrades to the network of the Kingsville Police Department through FreeIT Data Solutions of Austin, Texas through DIR Contract # DIR-CPO-4795 and replacement of the access control through American Integrated Solutions of Corpus Christi, Texas on GoodBuy Contract # 22-23-7A000.





Contract No: DIR-TSO-4229  
 TAX ID#: 27-2209002  
 Term: NET 30  
 FOB: Destination

**Kingsville Police Department**

Kyle Benson  
 200 E Kleberg  
 Kingsville, TX 78363  
 (361) 595-8014  
 kbenson@cityofkingsville.com

Quote Number: 148746791  
 Quote Date: 9/13/2023  
 Expiration Date: 10/13/2023

**Freeit Data Solutions, Inc.**

P.O. Box 1572  
 Austin, TX 78767  
 PH: (800) 478-5161 / FAX: (888) 416-0471

<b>Freeit Contact:</b>	Joe White
(216) 235-7816	Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>HPE - 3yr Term</b>				
<b>Hardware</b>				
3	P52766-B21	HPE DL320 Gen11 8SFF CTO Server	\$1,257.87	\$3,773.61
3	P49610-B21	INT Xeon-S 4410Y CPU for HPE	\$672.82	\$2,018.46
24	P43328-B21	HPE 32GB 2Rx8 PC5-4800B-R Smart Kit	\$341.72	\$8,201.28
3	P52743-B21	HPE DL320 G11 8SFF x1Tmode U.3 BC BP Kit	\$287.73	\$863.19
3	P26262-B21	BCM 57414 10/25GbE 2p SFP28 Adptr	\$204.24	\$612.72
3	P08449-B21	INT I350 1GbE 4p BASE-T OCP3 Adptr	\$207.00	\$621.00
3	P48908-B21	HPE DL3X0 Gen11 1U High Perf Fan Kit	\$238.46	\$715.38
6	865408-B21	HPE 500W FS Plat Ht Plg LH Pwr Sply Kit	\$92.49	\$554.94
6	AF573A	HPE Rdnt 2m 10A C13-C14 Jpr Cord	\$6.55	\$39.30
3	BD505A	HPE iLO Adv 1-svr Lic 3yr Support	\$258.89	\$776.67
3	875519-B21	HPE Bezel Lock Kit	\$42.99	\$128.97
3	P50450-B21	HPE DL3XX Gen11 1U Bezel Kit	\$65.55	\$196.65
3	P55417-B21	HPE DL320 Gen11 Intrusion Detection Kit	\$7.14	\$21.42
3	P48183-B21	HPE NS204i-u Gen11 Ht Plg Boot Opt Dev	\$343.96	\$1,031.88
3	P48904-B21	HPE DL3X0 Gen11 1U Stnd Heat Sink Kit	\$40.05	\$120.15
3	P52349-B21	HPE Gen 11 EI Rail Kit 1	\$115.82	\$347.46
3	P52786-B21	HPE DL320 Gen11 NS204i-u NVMe Boot Kit	\$18.80	\$56.40
3	R7A11AAE	HPE GreenLake COM En 3y Up ProLiant aaS	\$310.50	\$931.50
<b>Support</b>				
1	HU4A6A3	HPE 3Y Tech Care Essential SVC	\$0.00	\$0.00
3	HU4A6A300DL	HPE DL320 Gen11 Support	\$1,648.28	\$4,944.84
<b>Support Period Duration: 36 months</b>				
<b>Services</b>				
2	FDS-SMTSRT	Freeit Smart Start Installation	\$2,337.50	\$4,675.00
			List Total:	\$101,206.00
			DIR Discounted Total:	\$71,100.64
			Shipping and Tax not applicable:	\$0.00
			Additional Discount:	(\$40,469.82)
			Grand Total:	\$30,630.82

Customer Signature of Acceptance

Date

PO#

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-tso-4229> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.



Contract No: DIR-CPO-4795  
TAX ID#: 27-2209002  
Term: NET 30  
FOB: Destination

**City of Kingsville**

Kyle Benson  
200 E Kleberg  
Kingsville, TX 7836  
Ph: (361) 595-8014  
kbenson@cityofkingsville.com

Quote Number: 234642-2  
Quote Date: 10/6/2023  
Expiration Date: 11/5/2023

**Freeit Data Solutions, Inc.**

P.O. Box 1572  
Austin, TX 78767  
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Joe White  
(216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>Freeit Professional Services</b>				
<b>Services</b>				
1	FDS-AD-PS	Freeit Professional services for Active Directory Domain Upgrade - Refer to SOW FDS10062023 for additional details.	\$8,750.00	\$8,750.00
Grand Total:				\$8,750.00

Customer Signature of Acceptance

PO#

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-cpo-4795> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.



Contract No: DIR-TSO-4288  
 TAX ID#: 27-2209002  
 Term: NET 30  
 FOB: Destination

**City of Kingsville**  
 Kyle Benson  
 200 E Kleberg  
 Kingsville, TX 78363  
 Ph: (361) 595-8014  
 kbenson@cityofkingsville.com

**Quote Number:** 40682955  
**Quote Date:** 9/5/2023  
**Expiration Date:** 10/5/2023

**Freeit Data Solutions, Inc.**  
 P.O. Box 1572  
 Austin, TX 78767  
 PH: (800) 478-5161 / FAX: (888) 416-0471

**Freeit Contact:** Joe White  
 (216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
<b>Fortinet - 3yr Term</b>				
<b>Hardware/Subscription</b>				
1	FG-100F-BDL-950-36	FortiGate-100F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$6,472.06	\$6,472.06
1	FG-200F-BDL-950-36	FortiGate-200F Hardware plus 3 Year FortiCare Premium and FortiGuard Unified Threat Protection (UTP)	\$11,960.36	\$11,960.36
1	FS-124E-POE	FortiSwitch-124E-POE L2+ managed POE switch with 24GE +4SFP, 12 port POE with max 185W limit and smart fan temperature control	\$679.91	\$679.91
4	FS-148E	FortiSwitch-148E L2+ managed switch with 48GE port + 4SFP	\$629.11	\$2,516.44
<b>Subscription Period Duration: 36 Months</b>				
3	FC-10-F100F-464-02-12	FortiGate-100F FortiAnalyzer Cloud SOCaaS: Cloud-based Log Monitoring (PaaS), including IOC Service and FortiCloud	\$1,200.46	\$3,601.38
3	FC-10-F200F-464-02-12	FortiGate-200F FortiAnalyzer Cloud SOCaaS: Cloud-based Log Monitoring (PaaS), including IOC Service and FortiCloud	\$2,218.45	\$6,655.35
<b>Subscription Period Duration: 12 Months</b>				
<b>Support</b>				
1	FC-10-S248P-247-02-36	FortiSwitch-124E-POE 3 Year FortiCare Premium Support	\$249.13	\$249.13
4	FC-10-S148E-247-02-36	FortiSwitch-148E 3 Year FortiCare Premium Support	\$230.52	\$922.08
<b>Support Period Duration: 36 Months</b>				
<b>Services</b>				
1	FDS-SMSTR	Freeit Smart Start Installation	\$4,675.00	\$4,675.00
<b>List Total:</b>				<b>\$52,695.70</b>
<b>DIR Discounted Total:</b>				<b>\$42,500.45</b>
<b>Shipping and Tax not applicable:</b>				<b>\$0.00</b>
<b>Additional Discount:</b>				<b>(\$4,768.74)</b>
<b>Grand Total:</b>				<b>\$37,731.71</b>

**Customer Signature of Acceptance**

**Date**

**PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/DIR-TSO-4288> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.



American Integrated Solutions  
3636 S. Alameda, Ste. B, PMB 165  
Corpus Christi, TX 78411  
Ph. 361-334-5353 Fax: 361-334-5358  
g.violett@aisfirst.com

**PROPOSAL AND  
SALES CONTRACT**

Fire Alarms • Security Alarms • Sound Systems • Intercom Systems • Access Control Systems • CCTV Systems • Mobile Surveillance Systems

<u>CUST.PO NO.</u>	<u>SALESMAN</u> Kent Taylor	<u>TERMS</u> NET 30 DAYS	<u>DATE</u> 08/08/2023	<u>JOB NUMBER</u>	<u>TYPE</u> ICT
<u>Invoice To</u> City of Kingsville			<u>Job Location</u>		
P O Box 1458			Police Department		
Kingsville, TX 78363					
Attn: Kyle Benson		Ph.#	Fax. #	Job Name Access Control	
Price includes: All design, labor, materials, freight, and permit fees to provide the work as detailed hereinafter. All work will be performed during normal weekday working hours and installed in accordance with all state and local codes. Price Excludes: Any Painting, 120 vac Work, Conduit Work, After Hours Work, Drywall Repair, Lift Rental Fees or any Special Equipment Rental Fees. All floor areas are to be cleared by the buyer to facilitate the installation work.					
<b>Scope of Work:</b> <span style="float: right;"><b>GoodBuy Contract # 22-23-7A000</b></span>					
<b>AIS will provide the following material that will constitute a complete upgrade/overhaul to the City access control system.</b>					
<b>AIS will provide and install one ICT Protégé GX 18-door Controller in the current MDF adjacent to Dispatch. AIS will utilize the existing composite cabling to manage and control doors currently wired to the existing access control platform.</b>					
<b>In addition, AIS will:</b>					
<ul style="list-style-type: none"><li>- Install two 1200lb Maglocks w/Bond Sensors, one PIR, and one REX assembly on front double storefront doors</li><li>- Install one PIR and one REX on Dispatch Entry door, utilizing the existing Door Strike, if possible</li><li>- Install one PIR, one REX, one 1200lb Maglock w/Bond Sensor, plus one <i>Dual-authentication</i> Card Reader on the Vault door</li><li>- Install one Gate Lock Hardware Kit on each of the two existing Gates. Price does NOT include any (underground, etc) repair measures for either Gate. These gates are to be wired back to the ICT Controller in cooperation with Gate/Electrical Contractor performing actual repairs to said Gates.</li></ul>					
<input type="checkbox"/> TIME AND MATERIAL <input type="checkbox"/> PRICE NOT TO EXCEED \$ _____ <input checked="" type="checkbox"/> FIXED PRICE OF \$ <b>31,000</b>					
<b><u>IMPORTANT NOTICE TO CUSTOMER</u></b>					
A) THE TERMS OF PAYMENT FOR INVOICES RENDERED AGAINST THIS ORDER SHALL BE <u>NET 30 DAYS</u> FROM DATE OF INVOICE. INVOICES MAY BE RENDERED ON A "PROGRESS" BASIS, AND THE CUSTOMER AGREES TO PAY SUCH PROGRESS BILLINGS IN FULL, IN ACCORDANCE WITH THE TERMS OF PAYMENT.					
B) THE PRICE FOR WORK TO BE PERFORMED UNDER THIS AGREEMENT SHALL BE BASED UPON THE PREVAILING AMERICAN INTEGRATED SOLUTIONS PRICES FOR MATERIAL, LABOR, AND RELATED ITEMS, IN EFFECT AT THE TIME SUPPLIED UNDER THIS AGREEMENT. FURTHER, IN THE EVENT THAT THIS AGREEMENT IS EXECUTED ON A "PRICE NOT TO EXCEED" BASIS, THE PRICE TO THE CUSTOMER SHALL BE THE LESSER OF 1) THE LIMIT PRICE QUOTED, OR 2) THE ACTUAL CUMULATIVE BILLING BASED ON THE AFOREMENTIONED PREVAILING PRICES.					
C) THIS PROPOSAL NOT VALID IF NOT EXECUTED WITHIN THIRTY (30) DAYS OF THE DATE OF THE PROPOSAL					
D) SEE PAGE TWO OF THIS ORDER FOR OTHER <u>TERMS AND CONDITIONS</u> .					
ACCEPTED BY:					
_____ SIGNATURE OF AUTHORIZED CUSTOMER			_____ DATE		
_____ TITLE OF PERSON SIGNING			I HAVE RECEIVED A COPY OF THE TERMS AND CONDITIONS.  _____ INITIALS OF AUTHORIZED CUSTOMER		



## TERMS AND CONDITIONS

### ENTIRE CONTRACT

The provisions herein contained constitute all the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing herein. A definite and seasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein.

### PROPOSALS AND CONTRACT

Seller's proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

### PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller of any such alterations, and prices and delivery and completion dates quoted herein shall be changed by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

### PAYMENT

Terms of payment have been set out in Paragraph A of the CONTRACT. Final payment shall be in all cases due and payable within thirty (30) days after final billing. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, and at a rate of 12% per annum, or, if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorneys fees incurred in the collection of past due accounts.

### DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

### SPECIAL CONDITIONS

In the event new equipment is carried into existing equipment, the seller will only test the new work involved any test required on the old work will be an extra to the contract price. The Purchaser assumes full responsibility for the condition of existing equipment.

In the event existing equipment is being repaired, the seller does not assume any responsibility for testing old and new equipment, and any testing will be an extra to the contract price, which will include costs of labor and materials required to make the system operate correctly. The Purchaser assumes full responsibility for the condition of existing equipment.

### OSHA and ASBESTOS

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Test" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

### SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits.

### STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed, wiring, fixtures or other equipment. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support all related equipment. The Purchaser shall have all things in readiness for installation, including, but not limited to, other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the pace of erection the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

### LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages. Seller's liability on any claim for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

### WARRANTY

Seller agrees that for a period of ninety (90) days after completion of said work, it will, at its expense repair or replace any defective materials or workmanship supplied or performed by the Seller. It is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

### ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

### MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

### SEVERABILITY

If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire contract, but the entire contract shall be construed as if not containing the particular invalid or

unenforceable provision or provisions, and the rights and obligations of Seller and the Purchaser shall be construed and enforced accordingly.

### ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign to its subsidiaries and affiliates.

### CHANGES, ALTERATIONS, ADDITIONS

Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

### LEGAL NOTICE

For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

### CLAIMS

Any claims against Seller arising hereunder must be presented in writing, with particulars, within ten (10) days after they arise.

### TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Sellers technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

### ARBITRATION

At the option of Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

### OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium on the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

### INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

### DEFAULT

In case of any default by Purchaser, Seller may declare the contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter said premises and or remove all or any portion of the same. All such remedies of Seller are cumulative and not exclusive.

Default by Purchaser shall consist of Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

I HAVE REVIEWED ALL TERMS AND CONDITIONS. \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED CUSTOMER

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

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE POLICE DEPARTMENT TECHNOLOGY INFRASTRUCTURE.**

**WHEREAS**, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT – BA#05

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 121 – GF ARP</b>					
<u>Revenues - 4</u>					
0000	Transfer In	Transfer From Fund 125	75125	\$120,000	
<u>Revenues - 5</u>					
2101	Police	Machinery & Equipment	71200	\$120,000	
<b>Fund 125 – UF ARP</b>					
6900	Transfer Out	Transfer to Fund 121	80121	\$120,000	
6001	Water Constr	Utility Plant	54300		(\$120,000)

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the Police Department technology infrastructure. Funding will come from the unappropriated fund balance of the UF ARP Fund 125.]

II.

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

III.

**THAT** if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of

competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

**INTRODUCED** on this the 23rd day of October 2023.

**PASSED AND APPROVED** on this the 13th day of November, 2023.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #19**

**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: October 13, 2023**

**Subject: Agenda Request for budget amendment for golf course improvements**

\*\*\*\*\*

**Request:** We are asking City Commission to approve a budget amendment to allocate \$14,500.00 for zero turn mower for golf course and \$7,400.00 for aeration of greens and \$4400 for fairway sprinkler heads. Our request totals \$26,300.00.

**History:** A zero turn mower is needed to replace an older mower we have had difficulty with. We are also requesting funding for \$2400.00 for sand for greens, \$5000 for aeration of greens this spring and \$4400 for sprinkler heads for fairway. Sand is for when they aerate the greens and the sprinkler heads are needed in addition to the budget allowed from general fund. Aeration will be done in the spring.

**There is currently \$50,500.98 in the fund balance of fund 026 for golf course improvements.**

**Financial Impact:** This will increase funding in line item 026-5-71200 by \$14,500.00 and 026-5-4502-59100 by \$11,800.00

**Action:** We ask that the Commission approve the budget amendment to fund these improvements.

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

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE PURCHASE OF GOLF EQUIPMENT AND COURSE IMPROVEMENTS.**

**WHEREAS**, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT – BA#07

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 026 – Golf Course Capital Maintenance Projects</b>					
<u>Expenditures - 5</u>					
4502	Golf	Machinery & Equipment	71200	\$14,500.00	
4502	Golf	Grounds & Perm Fixtures	59100	\$11,800.00	
		Total		\$26,300.00	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for the purchase of golf course equipment and course improvements. Funding will come from the unappropriated fund balance of the Golf Course Capital Maintenance Fund 026.]

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 23rd day of October 2023.

**PASSED AND APPROVED** on this the 13th day of November, 2023.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #20**



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



Humanize Use ARP \$1  
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: October 13, 2023**

**Subject: Agenda Request approval of budget amendment to rollover ARP funds**

\*\*\*\*\*

**Request:** We are asking City Commission to approve a budget amendment to rollover funds for projects still in progress.

**History:** We are still working on several projects and some of the funding was uncertain at budget time as to whether it would be completed last year or not.

An estimate of \$180,000 was used for budget purposes. Our actual funds are \$302,707.35.

Concession bldg. \$3,500.00 (\$2,215.00) = \$1,285.00

Pool. \$35,000.00 ( \$10,888.95) = \$24,111.05 ( \$13,784.96 & \$1,140.00, \$2,910.

rollover pos) = \$6,276.09

Parking lot. \$150,000.00 (\$149,496.72) = \$ 503.78

Flag poles. \$25,000.00

Field lighting. \$253,590.00 ( \$143,000.00)= \$110,590.00

Trails. \$140,000.00

\$301,489.83 total less \$180,000.00 budgeted= \$121,489.83

**Financial Impact:** This will increase funding in line item 121-5-4503-59100 by \$121,489.83.

**Action:** We ask that Commission approve the budget amendment to establish the correct funding.

# **AGENDA ITEM #21**

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



*Budget Item*  
For Information on events and facilities  
[www.cityofkingsville.com/departments/parks](http://www.cityofkingsville.com/departments/parks)  
Email: [sivy@cityofkingsville.com](mailto:sivy@cityofkingsville.com)  
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**Financial Impact:** This will increase funding in line item 121-5-4503-59100 by \$121,489.83.

**Action:** We ask that Commission approve the budget amendment to establish the correct funding.

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

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDING FOR THE ARP FUNDED PARKS PROJECTS ROLLED FORWARD FROM PRIOR FISCAL YEAR.**

**WHEREAS**, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2023-2024 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT – BA#06

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 121 – GF ARP</b>					
<u>Expenditures - 5</u>					
4503	Parks	Grounds & Perm Fixtures	59100	\$25,396.05	
4503	Parks	Dick Kleberg Park	59113	\$96,093.78	
		Total		\$121,489.83	

[To amend the City of Kingsville FY 23-24 budget to appropriate funding for ARP funded Parks projects rolled forward from prior fiscal year. Funding will come from the unappropriated fund balance of the GF ARP Fund 121.]

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 23rd day of October 2023.

**PASSED AND APPROVED** on this the 13th day of November, 2023.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #22**

# City of Kingsville

## Human Resource Department

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TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Diana Gonzales, Human Resource Director  
DATE: October 13, 2023  
SUBJECT: Request for Additional Compensation

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### **Summary:**

The City received a request for consideration of additional compensation from the Finance Director for the additional work performed during the budgetary process while having a key staff member position vacant in the Finance Department.

### **Background:**

The Finance Director worked nights and weekends during the budget preparation months totaling approximately 172.5 additional hours from July to September 2023 due to conducting the exempt level work of the Accounting Manager.

The subordinate position of Accounting Manager was vacated on June 28<sup>th</sup>, 2023. As the position became vacant during the most intensive part of the budget preparation process, the Finance Director was required to conduct the regular duties of the Finance Director, the normal additional budget preparation duties, and the duties of the Accounting Manager both in the normal scope of work and the added duties of the budget preparation process.

The assistance normally contributed by the Accounting Manager was unavailable and the Finance Director was required to conduct additional duties.

### **Financial Impact:**

Additional base compensation proposed is \$1000 per month for three months for a total of \$3000. Monies to cover the additional compensation would be derived from FY2022-2023 salary savings in line item 001-5-1801-11100 due to the vacant Accounting Manager position.

### **Recommendation:**

As the position of Finance Director is an exempt level position, the recommendation for your consideration is based on completing a work product without the assistance of the subordinate position of Accounting Manager and not on a per hour basis.



# **AGENDA ITEM #23**



## Courtney Alvarez

---

**From:** Mary Valenzuela  
**Sent:** Wednesday, October 18, 2023 11:23 AM  
**To:** Courtney Alvarez  
**Subject:** FW: EXTENDED INVITATION: NALEO Policy Institute on Health

Courtney,

Below is the information I received from Commissioner Torres regarding NALEO Policy Institute on Health.

**From:** ANN MARIE Marie TORRES <torres\_annmarie@yahoo.com>  
**Sent:** Tuesday, October 17, 2023 6:37 PM  
**To:** Mary Valenzuela <mvalenzuela@cityofkingsville.com>  
**Subject:** Fw: EXTENDED INVITATION: NALEO Policy Institute on Health

Caution! This message was sent from outside your organization.

Sent from Yahoo Mail on Android

----- Forwarded Message -----

**From:** "Karen Nolasco" <[knolasco@naleo.org](mailto:knolasco@naleo.org)>  
**To:**  
**Cc:**  
**Sent:** Tue, Oct 17, 2023 at 5:09 PM  
**Subject:** EXTENDED INVITATION: NALEO Policy Institute on Health

Dear Elected Official,

Thank you, again, for registering to attend the **NALEO Policy Institute on Health: Creating Pathways Toward Latino Well-Being** scheduled for November 16-17 2023, in Newport Beach, CA. We look forward to convening you and your fellow Latino elected officials.

We would like to extend this invitation to your staffers to attend this Institute and would appreciate you forwarding this invitation to all county and municipal elected officials who you believe will benefit from this important professional development opportunity.

**No Cost for NALEO Members to Attend:** Registrants who are accepted as participants to attend the Policy Institute are awarded a travel scholarship, which covers the cost of economy roundtrip airfare, up to two (2) hotel nights, meals provided during the convening, and if driving from within the region, reimbursement for mileage at the NALEO rate of \$0.59 per mile. **Scholarships are a NALEO Membership benefit.** Membership

Status will be verified. If you would like to become a NALEO Member or would like to renew your membership, please click [here](#). NALEO Annual Membership Rate is \$100 and Lifetime Membership rate is \$1,000.

For any questions or inquiries regarding membership, please contact my colleague Ms. Martha Beall, Membership Services Manager at [mbeall@naleo.org](mailto:mbeall@naleo.org).

You can find more information about the Institute, including the agenda [here](#) or in the invitation below.  
Deadline to apply is Friday, October 20, 2023

If you have any questions or would like more information you can reach me at [knolasco@naleo.org](mailto:knolasco@naleo.org) or by phone at (213) 765-9431.

Thank you.

## **Karen Nolasco**

Program Coordinator – Constituency Services

### **NALEO Educational Fund**

1000 Corporate Center Dr., Ste. 310

Monterey Park, CA 91754

T: 213.765.9431

E: [knolasco@naleo.org](mailto:knolasco@naleo.org)



NALEO Educational Fund is the leading non-profit, non-partisan organization that facilitates full Latino participation in the American political process, from citizenship to public service.

# NALEO POLICY INSTITUTE ON HEALTH:

## Creating Pathways Toward Latino Well-Being

November 16-17, 2023 | Newport Beach, CA

### INSTITUTE OVERVIEW

#### NALEO Policy Institute on Health: Creating Pathways Toward Latino Well-Being

The **NALEO Policy Institute on Health: Creating Pathways Toward Latino Well-Being** provides Latino policymakers with a framework to support and advance policies that contribute to better health outcomes for Latinos. As the second largest population group in the United States, the country cannot succeed if Latinos are not healthy and thriving. The COVID-19 pandemic highlighted and exacerbated the health disparities in our community that remain urgent to address.

This convening will provide participants with a deeper understanding on the social determinants of health (SDOH) that can contribute to poor Latino health outcomes. According to the U.S. Department of Health and Human Services Office of Disease Prevention and Health Promotion – social determinants of health are the conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality of life outcomes and risks.

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**Application Deadline:**  
**Friday, October 20, 2023**

28

DAYS

21

HOURS

13

MINUTES

31

SECONDS

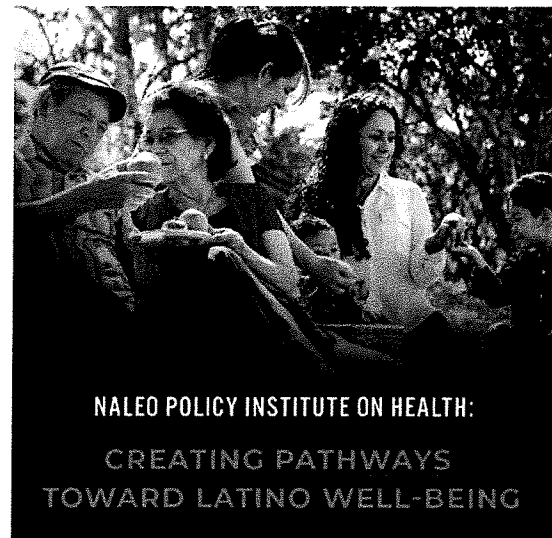
**November 16-17, 2023**

[ADD TO CALENDAR](#)

### LOCATION

**EVENT LOCATION****Hyatt Regency John Wayne Airport****4545 MacArthur Boulevard  
Newport Beach, CA 92660**[MAP](#)**Reserving a room for the Policy Institute?**

NALEO covers hotel lodging for up to two nights for all participants if accepted. All room reservations will be made on your behalf by NALEO staff.



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