

City of Kingsville, Texas

AGENDA
CITY COMMISSION
MONDAY, DECEMBER 9, 2024
REGULAR MEETING
CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
5:00 P.M. – Regular Meeting

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 – November 25, 2024

Special Meeting – December 5, 2024

APPROVED BY:

Mark McLaughlin by: TW
Mark McLaughlin
City Manager

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

1. Public hearing to consider amending the zoning ordinance by changing the zoning map in reference to Jesse 2, Lot 9, 10, (1.64 acres) also known as 1101 S. US Hwy 77, Kingsville, Texas from C2 (Retail District) to C4 (Commercial District); amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning and Development Services).

2. Public hearing to consider amending the zoning ordinance by granting a Special Use Permit for case wash use in C2 (Retail District) at College AC, Block 11, Lot E100' SE/4, also known as 600 West Corral Ave., Kingsville, Texas; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning and Development Services).

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial 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.³

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

V.

Consent Agenda

Notice to the Public

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance of the City Commission of the City of Kingsville, Texas, pursuant to Chapter 311 of the Texas Tax Code, creating Tax Increment Financing Reinvestment Zone Number Three, City of Kingsville, Texas. (Economic Development Director).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to setup budget for rolled over purchase orders. (Finance Director).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding received on the sale of the Old Hospital Property. (in the 400 Block of West Caesar Ave.; sale was approved on 10/28/24 via Resolution #2024-88). (Finance Director).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for emergency plumbing repairs to Fire Station #2. (Purchasing Manager).
5. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the Border Zone Fire Department Grant Award #5106101 for Fire Rescue Equipment. (Fire Chief).
6. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for the purchase of IBC Books for the Planning Department. (Director of Planning & Development Services).
7. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for the inspection work by Bureau Veritas for the Planning Department. (Director of Planning & Development Services).
8. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the OGG Grant Award for the Body Worn Camera Grant Program #5094901. (Police Chief).

9. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the Local Border Security Program Grant Award #2994110 for Police overtime. (Police Chief).

10. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the Patrick Leahy Bulletproof Vest Grant Program. (Police Chief).

11. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the Operation Lone Star Grant Award #4385703 for various Police Department expenditures. (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

12. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Jesse 2, Lot 9, 10, (1.64 acres) also known as 1101 S. US Hwy 77, Kingsville, Texas from C2 (Retail District) to C4 (Commercial District); amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning and Development Services).

13. Consider introduction of an ordinance amending the zoning ordinance by granting a Special Use Permit for case wash use in C2 (Retail District) at College AC, Block 11, Lot E100' SE/4, also known as 600 West Corral Ave., Kingsville, Texas; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning and Development Services).

14. Consideration and approval of a resolution authorizing the Mayor to execute a Master Agreement for Professional Services (Engineering) with Garver, LLC for the WaterSMART Drought Response Grant administered by the U.S. Bureau of Reclamation for water system improvements. (Request for Qualification (RFQ #25-02) awarded on 10/28/24) (City Engineer).

15. Consideration and approval of a resolution authorizing the Mayor to execute Work Order No.1 to the Master Agreement for Professional Services (Engineering) with Garver LLC for the WaterSMART Drought Response Grant administered by the U.S. Bureau of Reclamation for water system improvements. (Project No. 2401597). (City Engineer).

16. Consideration and approval of a resolution authorizing the City Manager to enter into an Agreement by and between Vested Networks and the City of Kingsville. (telecommunication services at certain city facilities) (IT Director).

17. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the State Energy Conservation Office (SECO) Award for lighting in and around the Recreation Hall at Dick Kleberg Park. (Grant award accepted on 11/25/24) (Parks Director).

18. Consider authorizing use of Tourism ARP Funds for the Tourism dog park. (Tourism Director).

19. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for Tourism dog park. (Tourism Director).

20. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter XV, Article 1-Building Regulations, Section 13-Purpose and Authority

for Third Party Plan Review and Inspection Services. (Director of Planning and Development Services).

21. Consideration and approval of a resolution designating the authorized signatories for financial, health trust plan, and other items of city business from the City Manager to the Interim City Manager. (City Manager).

22. Consideration and approval of Interim City Manager compensation. (Mayor Fugate).

VII. Adjournment.

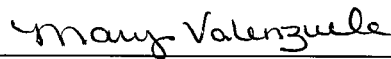
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

NOTICE

This City of Kingsville and 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:

December 5, 2024, at 4:45 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)**

NOVEMBER 25, 2024

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, NOVEMBER 25, 2024, 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
Edna Lopez, Commissioner
Hector Hinojosa, Commissioner
Leo Alarcon, Commissioner

CITY COMMISSION ABSENT:

Norma N. Alvarez, Commissioner

CITY STAFF PRESENT:

Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Derek Williams, Systems Administrator
Kyle Benson, IT Director
Emilio Garcia, Health Director
Rudy Mora, City Engineer
Erik Spitzer, Director of Economic & Development Services
Juan J. Adame, Fire Chief
Diana Gonzalez, Human Resources Director
Janine Reyes, Tourism Director
Alicia Tijerina, Special Events Coordinator
Susan Ivy, Park Director
Bill Donnell, Public Works Director
Deborah Balli, Finance Director
Joseph Ramirez, Engineer Assistant
Manny Salazar, Director of Economic Development
James Creek, Fire Department
Leticia Salinas, Accounting Manager
Nick Chapa, IT
Charlie Sosa, Purchasing Manager
John Blair, Police Chief
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 Alvarez 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)

Regular Meeting – November 12, 2024

Motion made by Commissioner Lopez to approve the minutes of November 12, 2024 as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alarcon, Fugate voting “FOR”..

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

1. Public Hearing to consider the advisability of the creation of Reinvestment Zone Number Three, City of Kingsville, Texas for Tax Increment Financing Purposes pursuant to Chapter 311, Texas Tax Code. (Economic Development Director).

Mayor Fugate opened this public hearing at 5:02 p.m. He further announced that this is a public hearing and if anyone would like to speak on behalf of this item they may do so now with a five-minute limit. The City Commission cannot extend additional time.

There being no comments or further discussion, Mayor Fugate closed this public hearing at 5:05.

III. Reports from Commission & Staff.²

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

Ms. Courtney Alvarez, City Attorney, reported that the next City Commission meeting is scheduled for December 9, 2024. The deadline for staff to submit their agenda items is Thursday, December 5, 2024.

Mayor Fugate spoke about the festivities that had occurred over this past weekend.

IV. Public Comment on Agenda Items.³

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

Krystal Emery, 1620 South 11th Street, commented that she is here as a concerned citizen regarding the circumstances surrounding the decision not to renew our City Manager's contract, which resulted in his resignation. I have concerns about the need for a thorough review and unbiased discussion of his contract, especially considering his positive impact on our community over the last five years. Mark McLaughlin has served our city not just once but twice now with dedication, professionalism, and a commitment to improving the lives of our citizens. His leadership has brought numerous positive developments, including a balanced city budget, competitive pay bands, housing, and economic growth. He navigated our city through the challenges of COVID and was instrumental in commissioning the USS Kingsville. His knowledge of base operations strengthened our base relations. His departure is a significant loss to our city's administration and raises critical questions about how key decisions such as contract renewals are made or, in this case, overlooked. I believe that a decision of this magnitude deserves more clarity and includes input from the citizens, as we are all impacted by City Hall's leadership. What will the costs be for conducting a new city manager search, and what will the potential loss of grant opportunities be during the interim? Will prospective candidates shy away as we look for our 4th city manager in under a decade? While I understand that the city manager's contract renewal is one of the few decisions within the commission's personnel purview, I strongly urge you to consider the ripple effects of this situation. The lack of transparency in how this has been handled sends a troubling message about this commission's motivations and

accountability. Mark was a committed leader, and his unexpected departure leaves many of us uneasy about our city's future. It will also concern future candidates who make one short Google search to see that the newspaper headline was "City manager denied new contract, raise" without any explanation. We, as citizens, deserve a clear and fair process when decisions of this nature are made, especially when they impact the future of our community. I hope you will reflect on the importance of this issue and make a cohesive, level-headed decision in the weeks ahead. We now have to count on this commission to make an interim city manager appointment and search for a candidate we hope will serve this community for several years.

Norma Martinez, 406 E. Main, Bishop, TX commented that she sleeps in Bishop and works, shops, and gets medical care in Kingsville. She further commented that when she read the newspaper headline about Mr. McLaughlin, she was concerned as well. She interacted with city employees and their moral was high and were happy as they had received raises that had not been given in many years. There was progress in infrastructure for water and traffic and then there is no vote. She further stated that we should not be lost in semantics. He was still under a contract for an extension from his current contract but this was only because it was not acted upon to consider a renewal. The extension followed by a no vote, to her is a vote of no confidence. No confidence means the person is not valued, not appreciated, and his policies will not be supported. Is it a surprise that he resigned and went elsewhere? No, however the transparency, as the previous commenter noted, what did he do that was so poor in his performance that it required a no vote. The commissioners that voted no should offer a clear explanation for why they led to that. It should be a thinking process and not a feeling process. We should leave all emotions at the door. We are running a business, and it is called the City of Kingsville. That decision will cause a lot of distress emotionally, people are worried as to what is going to happen. The city will be searching for a new city manager again. The man was capable, and positive, and proved that he could do the job, as he has done the job. We will be losing all that experience. She further commented that she understands that he will start the new year in a new job and a new location and they will gain from our loss. This is a loss that can't be easily replaced. This is the kind of person you want to attract to the community, so why are we running him off?

Ms. Lisa Zavala, 301 Lemonwood commented that they are having a big issue with dogs. Now that Mark McLaughlin has resigned, can they expect real change in picking up all these dogs. She understands that nobody likes to euthanize dogs, which a horrible part of the job, but it needs to be done. One of her co-workers recently got bit and it seems as every day they are getting bit. With the holidays coming up it will only get worse. She stated that they are hoping that there could be real change by making sure that they get fined if they are not on a leash, but something more needs to be done.

Mrs. Mary Valenzuela, City Secretary, read a public comment on the record on behalf of Lisa Zavala, 301 W. Lemonwood Dr., Kingsville, TX. The comment read as follows: "Our streets are over with stray dogs that prevent me from doing my job as a letter carrier. I've called on the same loose dogs multiple times and the next day they are out again. We need the city to step up and start fining the owners and catching these dogs now so that we are not harmed while delivering. When can we expect this change?"

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: Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend donations from Linebarger, Goggan, Blair and Sampson, and Vishal Raju Bhagat Foundation for the Parks Department Healthy Family Events. (Parks Director).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for emergency Fire Department vehicle repairs. (Fire Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider introduction of an ordinance of the City Commission of the City of Kingsville, Texas, pursuant to Chapter 311 of the Texas Tax Code, creating Tax Increment Financing Reinvestment Zone Number Three, City of Kingsville, Texas. (Economic Development Director).

Mr. Manny Salazar, Economic Development Director, stated that this is the same as what was done in the past. He further introduced Mr. David Pettitt, who gave a presentation regarding Proposed Tax Increment Reinvestment Zone #3.

4. Consideration and approval of: 1) Application Affidavit TWDB-0201, 2) Application Filing and Authorized Representative Resolution TWDB-0201A, and 3) Application Resolution-Certificate of Secretary TWDB-0201B, for the 2024-2025 Economically Distressed Areas Program (EDAP) for funding by the Texas Water Development Board (TWDB) for the City of Kingsville proposed Wastewater Utilities near Sage Rd.-Abridged Application No. 16037. (City Engineer).

Mr. Rudy Mora, City Engineer stated that on November 7, 2024, the City held its pre-application meeting with the Texas Water Development Board to review full application requirements for the city's proposed wastewater utilities near Sage Road project under Abridged Application No. 16037, as part of the 2024-2025 Economically Distressed Areas Program. The full application is due on December 20th. As part of the submission, the following documents require approval by the City Commission: TWDB 0201 application Affidavit; TWDB 0201A Application Filing and Authorized Representative Resolution; TWDB 0201B Application Resolution-Certificate of Secretary. This project is designed to provide first-time wastewater services to 21 homes along Sage Road, between Armstrong and Young Drive, built before 2005. As part of the project, existing septic tanks will be demolished, service line connections to the proposed wastewater main and residential homes constructed after 2005 and homes built after 2005 and along the proposed main will have the option to connect to the new wastewater system at their own expense. Utility funds will be used to repay the 3.6% interest, 20-year loan with a maximum repayment amount of \$138,000 per year.

Motion made by Commissioner Alarcon to approve 1) Application Affidavit TWDB-0201, 2) Application Filing and Authorized Representative Resolution TWDB-0201A, and 3) Application Resolution-Certificate of Secretary TWDB-0201B, for the 2024-2025 Economically Distressed Areas Program (EDAP) for funding by the Texas Water Development Board (TWDB) for the City of Kingsville proposed Wastewater Utilities near Sage Rd.-Abridged Application No. 16037, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alarcon, Lopez, Hinojosa, Fugate voting "FOR".

5. Consideration and approval of Change Order No.1 CO-1 for Bid No. 24-04 for the GLO CDBG-MIT Contract No. 22-082-016-D218 Project 6: 10th Street Sanitary Sewer Improvements Project. (City Engineer).

Mr. Mora stated that this item is for Change Order No. 1 for Project 6 which addresses adjustments in contract cost and duration due to an increase in pipe diameter and necessary repairs for the 10th Street Sanitary Sewer Improvements Project. The existing pipe diameter is 18", not 12" as originally specified, and is suitable for Cast-in Place Pipe rehabilitation. CO-1 will add an estimated 85 calendar days to the contract time. Change Order No. 1 total is \$72,261.00 with additional contract time of 85 days.

Motion made by Commissioner Hinojosa to approve Change Order No. 1 CO-1 Bid No. 24-04 for the GLO CDBG-MIT Contract No. 22-082-016-D218 Project 6: 10th Street Sanitary Sewer Improvements Project, seconded by Commissioner Lopez and Commissioner Alarcon. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alarcon, Fugate voting "FOR".

6. Consideration and approval of awarding Bid No. 25-05 for 23-24 Citywide Miscellaneous Concrete and Drainage Improvements Phase 3, as per staff recommendation. (City Engineer).

Mr. Mora stated that bid no. 25-05 was advertised on October 10th and October 17, 2024, in the local newspaper and on the city's website. The bids were received by the deadline of 2:00 p.m. on November 5, 2024, from two bidders: Donald Hubert Construction Co. of Kingsville, TX, and RXDX for Sinton, TX. Base bids ranged from \$514,417.24 to \$535,930.00. Per Local Government Code Chapter 271, if a local bidder's price is within 5% of the lowest bid from an out-of-town bidder, the contract may be awarded to the local bidder or the lowest bidder, or all bids may be rejected. Mr. Mora further stated that staff recommends awarding the base bid, Alternate Bid 1, 2, and 4 to the local contractor, Donald Hubert Construction Co. in the amount of \$1,550,299.13.

Motion made by Commissioner Hinojosa to approve awarding Bid No. 25-05 for 23-24 Citywide Miscellaneous Concrete and Drainage Improvements Phase 3, as per staff recommendation, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

7. Consideration and approval of a resolution authorizing the Mayor to execute a Standard Form of Agreement Between City and Contractor, Donald Hubert Construction Co., for City-wide Miscellaneous Concrete and Drainage Improvements Phase 3. (Bid No. 25-05 awarded 11/25/24). (City Engineer).

Motion made by Commissioner Alarcon to approve the resolution authorizing the Mayor to execute a Standard Form of Agreement Between City and Contractor, Donald Hubert Construction Co., for City-wide Miscellaneous Concrete and Drainage Improvements Phase 3. (Bid No. 25-05 awarded 11/25/24), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alarcon, Lopez, Hinojosa, Fugate voting "FOR".

8. Consideration and approval of a resolution authorizing the Award of Administrative/Project Delivery Service Provider Contract(s) for the 2025-2026 Texas Community Development Block Grant Fund Program. (awarding RFP#25-07 for

Grant Administrative Services, as per the evaluation committee recommendation). (City Engineer).

Mr. Mora stated that the city issued RFP #25-07 for Administrative Services, which was advertised on November 7 and November 14, 2024, in the local newspaper and on the city's website. Proposals were received by the deadline of 2:00 p.m. on November 19, 2024, from the following firms: GrantWorks Inc., Austin, TX, and Langford Community Management Services, Liberty Hill, TX. Mr. Mora stated that there is no financial impact by awarding RFP# 25-07 for administrative services. These services will be paid for from contingent awarded grant funds. It is staff recommendation to award administrative services to GrantWorks, Inc. and negotiate a contract.

Motion made by Commissioner Alarcon to approve a resolution authorizing the Award of Administrative/Project Delivery Services Provider Contract(s) for the 2025-2026 Texas Community Development Block Grant Fund Program. (awarding RFP#25-07 for Grant Administrative Services, as per the evaluation committee recommendation), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

9. Consideration and approval a resolution authorizing the submission of a Texas Community Block Development Grant Program application to the Texas Department of Agriculture for the Community Development Fund, and authorizing the Mayor to act as the City's Executive Officer and the City Manager to act as the City's Authorized Representative in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program; repealing all conflicting resolutions and providing for an effective date. (City Engineer).

Motion made by Commissioner Alarcon to approve a resolution authorizing the submission of a Texas Community Block Development Grant Program application to the Texas Department of Agriculture for the Community Development Fund, and authorizing the Mayor to act as the City's Executive Officer and the City Manager to act as the City's Authorized Representative in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program; repealing all conflicting resolutions and providing for an effective date, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

10. Consideration and approval of awarding RFQ No. 25-01 for Professional Engineering Services for Low Water Crossing Project on West Avenue D, as per the evaluation committee recommendation. (City Engineer).

Mr. Mora stated that RFQ #25-01 is for Professional Engineering Services that was advertised on October 3, 2024, and October 10, 2024, in the local newspaper and the city's website. Statements of qualifications were received before the deadline of 2:00 p.m. on October 29, 2024. The following two firms submitted SOQs: Collier Engineering & Design from Corpus Christi, TX, and International Consulting Engineers (ICE) from Corpus Christi. An evaluation committee reviewed the submissions. The committee recommends awarding the RFQ to International Consulting Engineers (ICE). The next step is to negotiate a contract for professional engineering services.

Motion made by Commissioner Hinojosa to approve awarding RFQ No. 25-01 for Professional Engineering Services for Low Water Crossing Project on West Avenue D, as per the evaluation committee recommendation, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alarcon, Lopez, Hinojosa, Fugate voting "FOR".

11. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to setup budget for rolled over purchase orders. (Finance Director).

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

Introduction item.

12. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding received on the sale of the Old Hospital Property. (in the 400 Block of West Caesar Ave.; sale was approved on 10/28/24 via Resolution #2024-88). (Finance Director).

This budget amendment is for funds received for the sale of city property, old hospital property.

Introduction item.

13. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for emergency plumbing repairs to Fire Station #2. (Purchasing Manager).

Mr. Charlie Sosa, Purchasing Manager, stated that this item authorizes the approval of a budget amendment in the amount of \$12,800.00 to cover emergency repairs to the main plumbing line at Fire Station 2 in the facilities line item. Staff is requesting is that the additional funds be transferred and approved.

Introduction item.

14. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the Border Zone Fire Department Grant Award #5106101 for Fire Rescue Equipment. (Fire Chief).

Mr. Juan J. Adame, Fire Chief, stated that the Kingsville Fire Department is requesting to amend the City of Kingsville FY 24-25 budget to accept and expend the Border Zone Fire Department Grant award #5106101. The Kingsville Fire Department has been awarded a Border Zone Grant in the amount of \$69,000 to purchase two sets of rescue equipment. There is no financial impact on the city.

Introduction item.

15. Consideration and approval of the purchase of SCBA units and SCBA Cascade System for the Fire Department from Municipal Emergency Services via BuyBoard Purchasing Cooperative, as per staff recommendation. (Fire Chief).

Chief Adame stated that the Fire Department requests approval and funding to replace expiring Self-Contained Breathing Apparatus (SCBA) units and the SCBA Cascade System. These SCBA units are essential for firefighter safety, supplying breathable air in hazardous environments. The current units are reaching the end of their service life and will soon no longer meet NFPA and OSHA safety standards. Expired equipment poses significant risks, including compromised air supply and potential equipment failure during emergency operations, which could endanger firefighter safety and effectiveness in critical situations. The total cost to replace the expiring SCBA units is \$296,712.30, and the Cascade System replacement will cost \$104,922.48.

Motion made by Commissioner Lopez to approve the purchase of SCBA units and SCBA Cascade System for the Fire Department from Municipal Emergency Services via BuyBoard Purchasing Cooperative, as per staff recommendation, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Hinojsa, Alarcon, Fugate voting "FOR".

16. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for the purchase of IBC Books for the Planning Department. (Director of Planning & Development Services).

Mr. Erik Spitzer, Director of Planning & Development Services, stated that on October 28th the city commission passed an ordinance to approve the adoption of the 2024 International Building Code. On November 18th this ordinance went into effect. To satisfy the requirement to have hard copy of IBC books on hand, the Planning Department ordered the full set of 2024 IBC on November 15, 2024.

Introduction item.

17. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to appropriate funding for the inspection work by Bureau Veritas for the Planning Department. (Director of Planning & Development Services).

Mr. Spitzer stated that in the spring of this year, the city's only building inspector resigned and left the city. To continue continuity, the Planning Department exercised an existing contract with Bureau Veritas to perform these city-required inspections. The Planning Department currently owes \$6,179.08 for building inspections and plan review fees performed by Bureau Veritas during October. All fees collected for inspections and plan review fees are paid directly to the general fund. The request is for \$6,179.08 from the general fund to be transferred to Planning Department Professional Services account.

Introduction item.

18. Consider a resolution authorizing the City to submit an application to the Ed Rachal Foundation for grant funds for Park recreational program funding and Thompson Park basketball court lighting improvements. (Parks Director).

Mrs. Susan Ivy, Parks Director, stated that Kingsville Parks and Recreation has experienced an increase in programming needed in our growing community to provide healthy programming for kids and families. The request is for permission to apply for a \$25,000 grant from the Ed Rachal Foundation. It is being asked that \$7,000 of the \$25,000 grant application be budgeted for salaries for the program.

Motion made by Commissioner Lopez to approve the resolution authorizing the City to submit an application to the Ed Rachal Foundation for grant funds for Park recreational program funding and Thompson Park basketball court lighting improvements, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

19. Consideration and approval of a resolution accepting SECO Grant award and authorizing the City Manager to act on the City's behalf with such program. (\$25,000 award for Park Rec Hall Lighting Project). (Parks Director).

Mrs. Ivy stated that this is a request for approval of the \$25,000 award from SECO and authorized the City Manager to sign same. This project would increase funding available to complete the lighting project.

Motion made by Commissioner Lopez to approve the resolution accepting SECO Grant award and authorizing the City Manager to act on the City's behalf with such program. (\$25,000 award for Park Rec Hall Lighting Project), seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alarcon, Lopez, Hinojosa, Fugate voting "FOR".

20. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the OGG Grant Award for the Body Worn Camera Grant Program #5094901. (Police Chief).

Mr. John Blair, Police Chief, stated that the Police Department is requesting approval for the acceptance of funds from the Office of the Governor and a budget amendment to place

funds into Fund 207-5-2100-71200. As a qualifying agency, the Kingsville Police Department has met all statutory requirements as defined in the Texas Occupation Code. These include compliance with the necessary policies, officer eligibility, training standards, and reporting obligations. These measures ensure that the department is well-prepared to effectively deploy body-worn cameras and manage the associated technology in accordance with state guidelines. A total of \$46,479.37 was received for the purpose of obtaining and upgrading the police department's body-worn camera program.

Introduction item.

21. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the Local Border Security Program Grant Award #2994110 for Police overtime. (Police Chief).

Chief Blair stated that the police department is requesting approval for acceptance of funds from the Office of the Governor and has a budget amendment to place funds in Fund 017. A total of \$78,000 was received for the purpose of support for the department's border security initiatives and related law enforcement operations. This funding is essential to safeguarding the citizens of Kingsville and strengthening public safety.

Introduction item.

22. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the Patrick Leahy Bulletproof Vest Grant Program. (Police Chief).

Chief Blair stated that the police department is requesting approval for acceptance of funds from the Bureau of Justice Assistance and a budget amendment to place the funds in Fund 108. Body armor is a critical piece of safety equipment that enhances officer protection in the field. The BVP grant funding will allow KPD to replace outdated vests and provide new officers with state-of-the-art body armor that meets current safety standards. This initiative supports KPD's ongoing commitment to officer safety while ensuring fiscal responsibility.

Introduction item.

23. Consider introduction of an ordinance amending the Fiscal Year 2024-2025 Budget to accept and expend the Operation Lone Star Grant Award #4385703 for various Police Department expenditures. (Police Chief).

Chief Blair stated that this grant supports initiatives such as increased patrols, specialized training, equipment procurement, and enhanced operational capabilities. These resources enable law enforcement agencies to address human trafficking, drug smuggling, and other criminal activities that pose a threat to community safety. The Kingsville Police Department has fulfilled all eligibility requirements, including the establishment of operational plans and accountability measures to ensure the effective use of the grant funds. By leveraging this funding, the Kingsville Police Department will bolster its ability to protect the Kingsville community and support regional efforts to combat border-related crime.

Introduction item.

24. Consider authorizing use of Tourism Fund Balance and Tourism ARP Funds for the Tourism parking lot overlay project. (Tourism Director).

Ms. Janine Reyes, Tourism Director, asked the Commission to not take any discussion or action on this item at this time.

No discussion or action was taken.

25. Consideration and approval of a resolution authorizing the sale of the City's real property located at 811 East Vela Street, Kingsville, Texas, also known as Sims 2, Block 4, Lot 1-3, S/2 4 & S ¼ 5. (Director of Planning and Development Services).

Mr. Spitzer stated that for years, the owner of the residence at 813 E Vella erected and used non-permitted, non-approved structures on an adjacent city parcel of land, under the impression that parcel belonged to her. The Planning Department was notified of the situation and contacted the owner on July 17th, 2024, to ascertain if she was interested in purchasing this parcel of land from the City of Kingsville; she indicated she was interested and, in fact, contacted the City Attorney the week of November 4th to inquire about the current status. A fair market value of \$5,000 was determined on November 14, 2024 using a local realtor and considering the parcel of land is in the flood plain and has a city owned 20ft utility easement running through the property. The department recommends approval of selling this parcel of land to Ms. Espinosa at fair market value.

Motion made by Commissioner Lopez to approve the resolution authorizing the sale of the City's real property located at 811 East Vela Street, Kingsville, Texas, also known as Sims 2, Block 4, Lot 1-3, S/2 4 & S ¼ 5, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

26. Consideration and approval of a resolution authorizing the Mayor to execute an EPA Community Change Grant Statutory Partner Agreement between Water Finance Exchange and the City of Kingsville. (City Engineer).

The city is currently pursuing funding with the Texas Water Development Board for wastewater treatment plant project funding through the EPA Community Change Grant. The services with WFX would not cost the city any direct expenses as WFX only gets paid from grant funds if they successfully obtain funding for the city.

Motion made by Commissioner Lopez to approve the resolution authorizing the Mayor to execute an EPA Community Change Grant Statutory Partner Agreement between Water Finance Exchange and the City of Kingsville, seconded by Commissioner Hinojosa and Commissioner Alarcon. The motion was passed and approved by the following vote: Alarcon, Lopez, Hinojosa, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:10 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

DECEMBER 5, 2024

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON THURSDAY, DECEMBER 5, 2024, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 12:00 P.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Director
Emilio Garcia, Health Director
Rudy Mora, City Engineer
Erik Spitzer, Director of Economic & Development Services
Juan J. Adame, Fire Chief
Diana Gonzalez, Human Resources Director
Janine Reyes, Tourism Director
Alicia Tijerina, Special Events Coordinator
Susan Ivy, Park Director
Bill Donnell, Public Works Director
Deborah Balli, Finance Director
James Creek, Fire Department
Leticia Salinas, Accounting Manager
Nick Chapa, IT
Charlie Sosa, Purchasing Manager
John Blair, Police Chief
Mike Mora, Capital Improvements Manager
Steve Palacios, Fire Marshall
Kwabena Agyekum, Senior Planner

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 12:00 p.m. with all five commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

None.

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

None.

III. Reports from Commission & Staff.²

“At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of

Governments, Conner Museum, Keep Kingsville Beautiful and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial 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.”

Ms. Courtney Alvarez, City Attorney reported that the next city commission meeting is scheduled for Monday, December 9, 2024.

IV. Public Comment on Agenda Items.³

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)

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Executive Session: Pursuant to Section 551.074, Texas Government Code, the Personnel Exception, the City Commission shall convene in Executive Session to deliberate the appointment, employment, and duties of the City Manager. (Mayor Fugate).

Mayor Fugate announced the executive session and convened the meeting into a closed session at 12:03 p.m.

Ms. Alvarez, City Attorney came out of executive session at 12:18 p.m.

The City Commission came out of the executive session at 12:32 p.m. Mayor Fugate reconvened the meeting into open session at 12:32 p.m.

2. Consideration and approval of the appointment of an Interim City Manager, compensation, and matters related thereto. (Commissioner Alvarez).

Motion made by Commissioner Lopez to approve the appointment of an Interim City Manager Mr. Charlie Sosa, compensation and matters related thereto and set the salary up to \$85,000.00 and car allowance, seconded by Commissioner Alvarez, Commissioner Hinojosa, and Commissioner Alarcon. The motion was passed and approved by the following vote: Lopez, Alvarez, Hinojosa, Alarcon, Fugate voting "FOR".

3. Consideration and approval process for hiring a new City Manager. (Commissioner Alvarez).

Motion made by Commissioner Alvarez to consider and approve process for hiring a search agency for hiring a new City Manager, seconded by Commissioner Alarcon. The motion was passed and approved by the following vote: Alvarez, Hinojosa, Alarcon, Lopez, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 12:34 p.m.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: December 4th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to re-zone a parcel of land located at 1101 US HW 77 for a future “Provisioning and Recreational Sporting Goods Sales” facility to be called “Westican Outdoors.”**

Summary: Ross West, applicant/owner, approached the Planning Department on October 22nd, 2024, requesting approval of re-zoning the parcel of land located at 1101 S US HWY 77 from C2 (Retail) to C4 (Commercial) for a “Provisioning and Recreational Sporting Goods Sales” Facility.

Background: This parcel of land is currently zoned C2 (Retail); there are two options to open a “Provisioning and Recreational Sporting Goods Sales” business at this location: (a) Apply for a Special Use Permit or (b) apply to re-zone. Mr. West has chosen to apply for a re-zone.

The Planning and Zoning Commission meeting was held on December 4th, 2024, with 6 members in attendance.

Members deliberated over the request to re-zone the parcel of land located at 1101 S US HWY 77 from C2 (Retail) to C4 (Commercial) for a “Provisioning and Recreational Sporting Goods Sales” business. 19 Notice Letters were sent out to neighbors within the 200 feet buffer and the city received no feedback.

The Planning and Zoning Commission board members voted to approve the re-zoning of the property described above. A recorded vote of all members present was taken and board members Rev. Idotha Battle, Debbie Tiffée, Mike Klepac, Krystal Emery, Brian Coufal and the Chairman, Steve Zamora, all voted “YES.”

The meeting was adjourned by 6:30 p.m.

The department continues to recommend approval.

Erik Spitzer
Director of Planning and Development Services

Pub Hrg; Rezone

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



MEMO

Date: November 22nd, 2024
To: Mark McLaughlin (City Manager)
From: Erik Spitzer (Director of Planning and Development Services)
Subject: **Ross West, applicant/owner, requesting approval of Re-Zoning of 1101 S US HWY 77 from C2 (Retail) to C4 (Commercial) for a "Provisioning and Recreational Sporting Goods Sales" Facility.**

Ross West, applicant/owner, approached the Planning Department on October 22nd, 2024, requesting approval of re-zoning the parcel of land located at 1101 S US HWY 77 from C2 (Retail) to C4 (Commercial) for a "Provisioning and Recreational Sporting Goods Sales" Facility.

The department has reviewed the application and is recommending approval.

Erik Spitzer
Director of Planning and Development Services



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

email: hsolis@cityofkingsville.com / Phone (361) 595-8055

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1101 S US Hwy 77 Nearest Intersection Caesar & Hwy 77
 (Proposed) Subdivision Name _____ Lot _____ Block _____
 Legal Description Lot 9 and 10 of Jesse Addition No. II
 Existing Zoning Designation C2 Future Land Use Plan Designation C4

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Ross West Phone 361-522-8722
 Email Address (for project correspondence only): westicanoutdoors@gmail.com
 Mailing Address 1400 E Corral Ave City Kingsville State TX Zip 78363
 Property Owner Stephanie/Ross West Phone 361-522-8722 FAX _____
 Email Address (for project correspondence only): westican_outdoors@gmail.com
 Mailing Address 1400 E Corral Ave city Kingsville State TX Zip 78363

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

<input type="checkbox"/>	Annexation Request _____	No Fee	<input type="checkbox"/>	Preliminary Plat _____	Fee Varies
<input type="checkbox"/>	Administrative Appeal (ZBA) _____	\$250.00	<input type="checkbox"/>	Final Plat _____	Fee Varies
<input type="checkbox"/>	Comp. Plan Amendment Request _____	\$250.00	<input type="checkbox"/>	Minor Plat _____	\$100.00
<input checked="" type="checkbox"/>	Re-zoning Request _____	\$250	<input type="checkbox"/>	Re-plat _____	\$250.00
<input type="checkbox"/>	SUP Request/Renewal _____	\$250	<input type="checkbox"/>	Vacating Plat _____	\$50.00
<input type="checkbox"/>	Zoning Variance Request (ZBA) _____	\$250	<input type="checkbox"/>	Development Plat _____	\$100.00
<input type="checkbox"/>	PUD Request _____	\$250	<input type="checkbox"/>	Subdivision Variance Request _____	\$25.00 ea

Please provide a basic description of the proposed project:

building a hunting and fish outdoor store

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

Applicant's Signature [Signature] Date: 10/22/24
 Property Owner's Signature [Signature] Date: 10/22/24
 Accepted by: [Signature] Date: 23 OCT 2024

This form available on our website: <https://www.cityofkingsville.com/departments/planning-and-development-services/>

Last revised 10 Jun 2024

Property Details**Account**

Property ID: 10013 **Geographic ID:**
136900209000192

Type: R **Zoning:**

Property Use:**Location**

Situs Address: 1101 S US HWY 77, TX

Map ID: B1 **Mapsco:**

Legal Description: JESSE 2, LOT 9, 10, ACRES 1.64

Abstract/Subdivision: S369

Neighborhood:**Owner**

Owner ID: 69843

Name: WEST STEPHANIE

Agent:

Mailing Address: ETVIR WELDON ROSS WEST
2242 CR 53
CORPUS CHRISTI, TX 78415

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$0 (+)

Improvement Non-Homesite Value: \$0 (+)

Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$52,480 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$52,480 (=)
Agricultural Value Loss: ②	\$0 (-)
Appraised Value:	\$52,480 (=)
HS Cap Loss: ②	\$0 (-)
Circuit Breaker: ②	\$14,692 (-)
Assessed Value:	\$37,788
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
C4	C4	1.64	71,438.40	0.00	0.00	\$52,480	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$0	\$52,480	\$0	\$52,480	\$0	\$37,788
2023	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2022	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2021	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2020	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2019	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2018	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2017	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2016	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Numk
	OT	Other	UNKNOWN	JESSE E A			
	OT	Other	JESSE E A	JESSE IRENE M			
	OT	Other	JESSE IRENE M	JESSE EMIL RICHARD			
9/10/1996	WDVL	WARRANTY DEED W/VENDOR'S LEIN	JESSE EMIL RICHARD	RUTKOSKI ULYSIA	135	556	

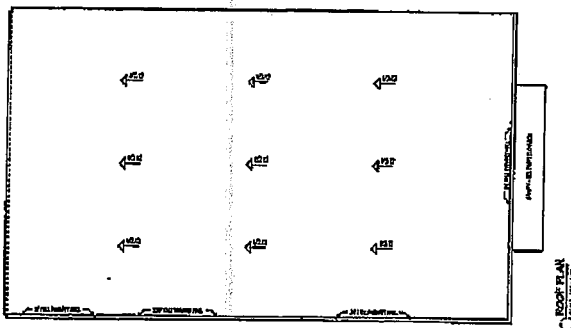
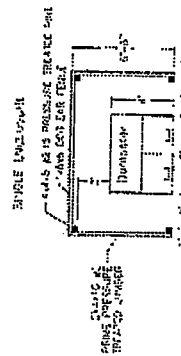
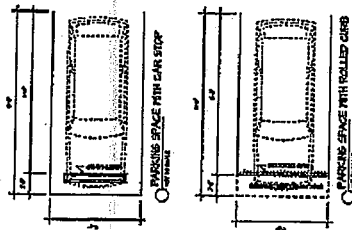
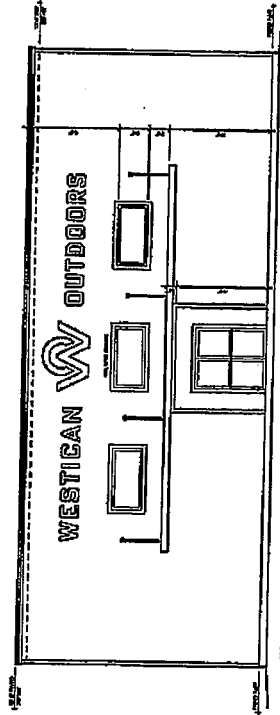
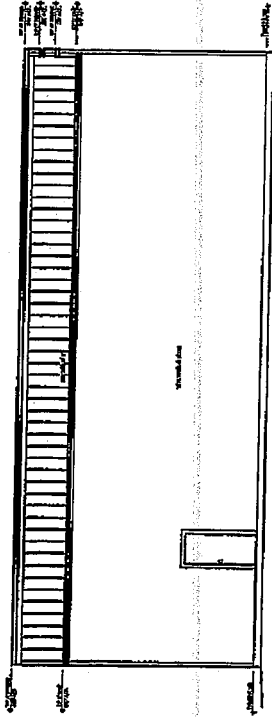
4/22/2022 GWD GENERAL RUTKOSKI WEST
WARRANTY ULYSIA STEPHANIE
DEED

3301

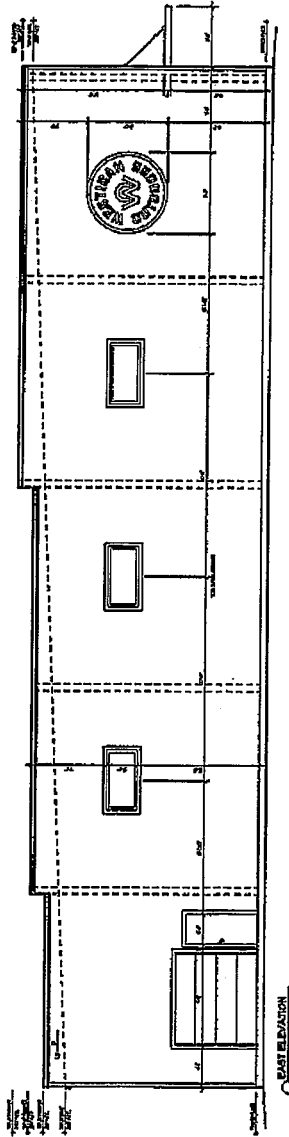
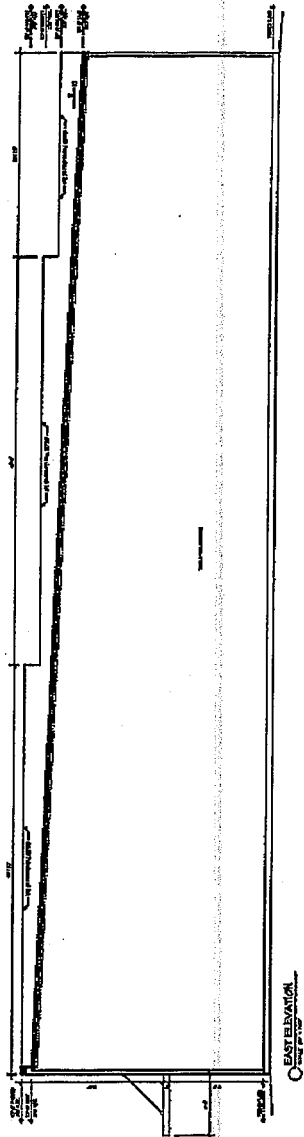
WESTICAN OUTDOORS
 1000 N. W. 77th
 KANSASVILLE, MO 64554
 EXTERIOR ELEVATIONS - NORTH & SOUTH

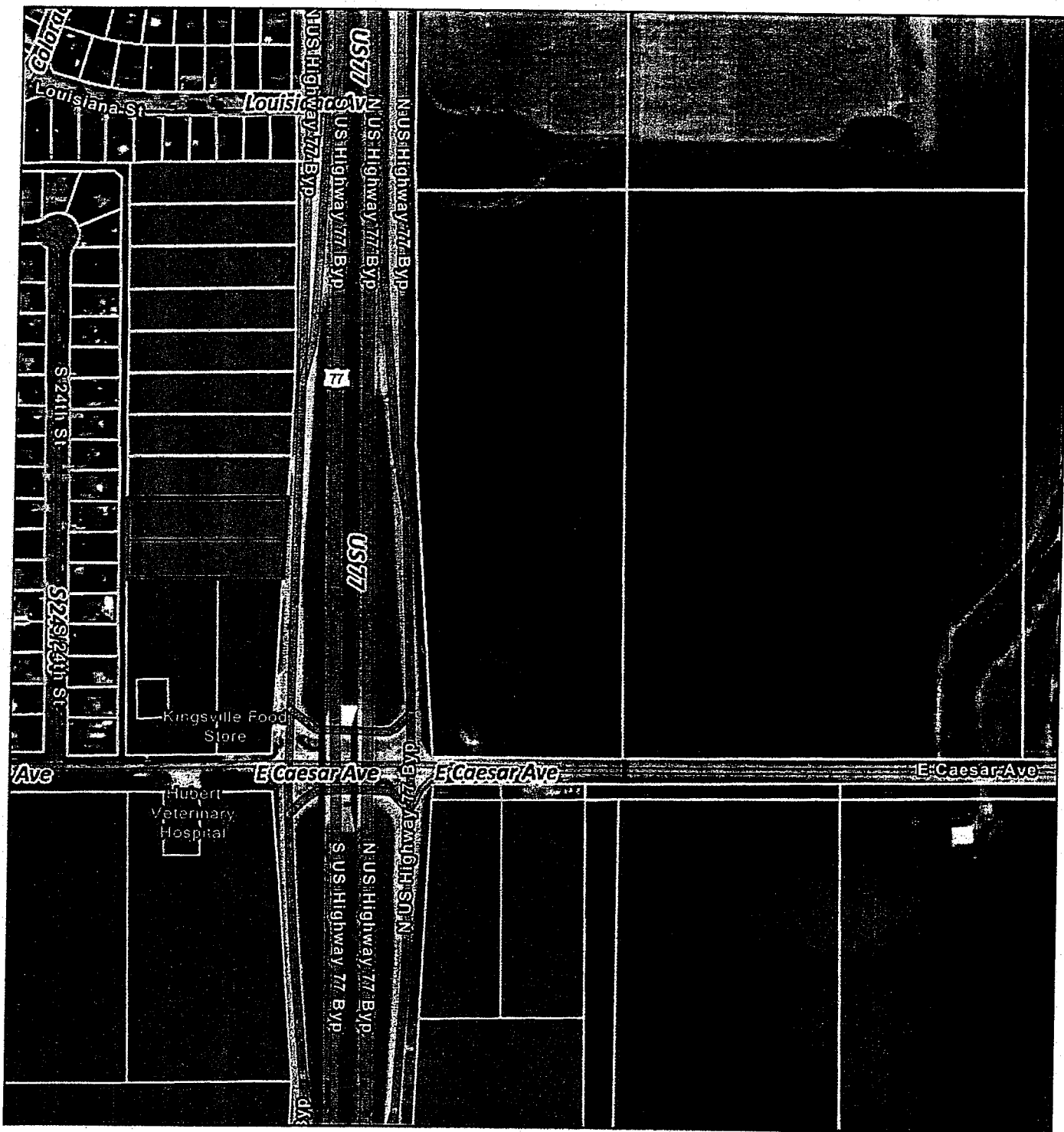
HVW Design Group, LLC
 1000 N. W. 77th
 KANSASVILLE, MO 64554

A-3

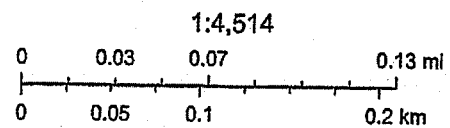


	H/W Design Group, LLC 4121 W. 10th Street, Suite 100 Denver, CO 80202		WESTERN OUTDOORS UNIT 73 KANSASVILLE TX	SHEET NO. A-4
			EXTERIOR ELEVATIONS - EAST & WEST	





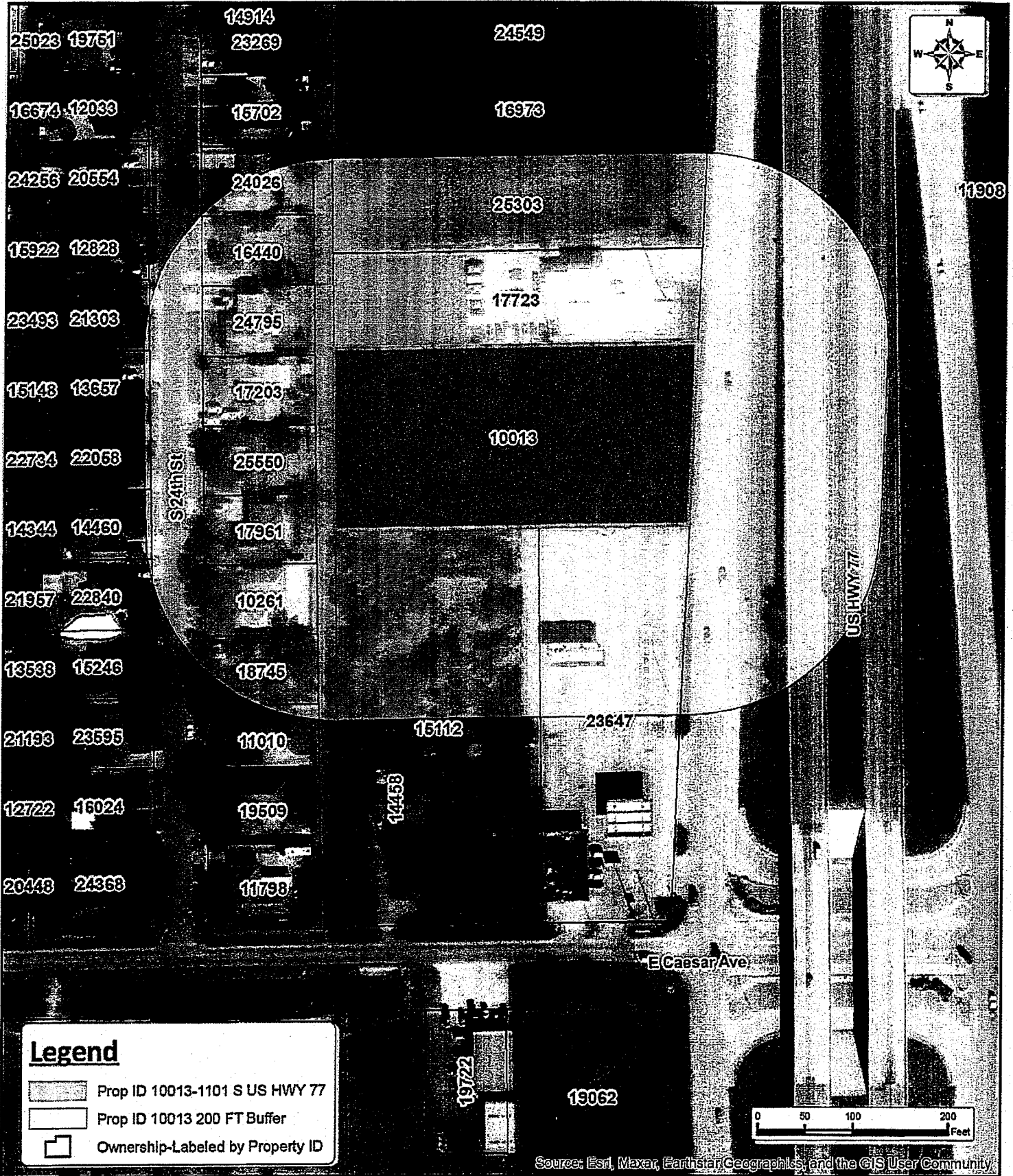
October 22, 2024



Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar

Temporary carnival (14 days - 200 ft. setback from residential property)								S	P	P						
Provisioning and recreational sporting goods sales including boats and vehicles								S	P	P						
Shooting galleries and pistol [ranges] (indoor)								S	P	P						
Souvenir, curio								S	P							
<i>Automobile Related Uses</i>																
Car wash								P	S	P	P	P				
Auto sales, repairs including motorcycles								S	P	P	P					
Auto paint and body shop								S	P	P	P					
Drag strip, race track												S	S			
Gasoline service station								P	P	P	P					
Gasoline sales								S	P	P	P	P				
Commercial parking structure auto only								S	P	P	P					
Truck storage								S	S	P	P	P				
Used auto parts, sales, indoors								S	P	P	P	P				

200-FT Buffer at Prop ID: 10013



Page: 1 / 1	Drawn By: R. PICK
	Last Update: 10/23/2024
	Note: Ownership is labeled with its Prop ID.

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



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

Arturo Alvarez Jr (Life Est)
Leticia Gonzalez ETAL
201 Billy Evans
Kingsville, TX 78363
#24026

Victor M Moctezuma Jr
ETUX Jenny Cantu
830 S 24th St
Kingsville, TX 78363
#16440

Wiley REVOC Living Trust
Arthur S & Judith C Wiley (TR)
2808 Wesleyan DR
Denton, TX 76210
#24795

John N Joslin
ETUX Amelia A
910 S 24th St
Kingsville, TX 78363
#17203

Tina Yaklin
1715 Nancy
Kingsville, TX 78363
#25550

Tadeo Reyna
1325 Michael St
Kingsville, TX 78363
#17961

Jake B Harris
Lacey N Harris
930 S 24th St
Kingsville, TX 78363
#10261

Sasha M Casanova
1002 S 24th St
Kingsville, TX 78363
#18745

W & M Holdings LLC
621 General Cavazos BLVD
Kingsville, TX 78363
#11010

Leopoldo Garcia III
2102 E Caesar Ave
Kingsville, TX 78363
#15112

JK Sons LLC
1029 S HWY 77
Kingsville, TX 78363
#23647

Pingree 2000 Real Estate Holdings LLC
600 Corporate Park Drive
ST. Louis, MI 63102
#17723

Norma Garza
11108 Lost Maples TRL
Austin, TX 78748
#25303

Norma Garza
11108 Lost Maples TRL
Austin, TX 78748
#16973

Christopher Garza
901 S 24th St
Kingsville, TX 78363
#21303

Edward Garcia
ETUX Anna Lisa
909 S 24th St
Kingsville, TX 78363
#13657

Jose Santiago Soto
ETUX Caryleen
915 S 24th St
Kingsville, TX 78363
#22058

Jesus D Herrera Jr
ETUX Nelda
929 S 24th St
Kingsville, TX 78363
#14460

Jesus D Herrera Jr
ETUX Nelda
929 S 24th St
Kingsville, TX 78363
#22840

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1101 S US HWY 77, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1101 S US HWY 77, Kingsville, TX 78363.

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

Years

CONTINUED FROM PAGE 1

brink said.

He explained that the unique thing about this is the sense of belonging along with family and pride that goes into making the annual event a success.

"We can't pull this off without friends and family coming back," Unterbrink said.

Greg Wallace also does a lot to bring the event together.

"This is a homecoming, it's about the parish, it's a family and community reunion," Wallace said.

The annual event draws in around 1,600 to 1,800 people. Some come from as far away as New Mexico and Minnesota to have the family style, all you can eat turkey dinner that includes fresh baked turkey, homemade dressing, cranberry sauce, mashed potatoes, gravy, cucumber and green bean salads, bread, coffee, tea, and desserts.

Beer and soft drinks are available for purchase as well.

After lunch, those in attendance have a full day of fun. They can participate in the Turkey Shoot (trap and target), the country store, kid's games, fish pond, ring toss, raffles, silent auctions and bingo. Wallace said they play bingo non-stop from 2 p.m. to 6 p.m.

They play special games for special prizes (values greater than \$100) every 15 minutes

and announce the names of businesses several times in recognition of their donations.

A Country Western Dance follows the days excitement from 8 p.m. to midnight. This year the "Michael Burris Band" will perform. Drinks and set ups are available.

Wallace said that they move fast throughout the day to make things happen on time.

"There are 30 to 35 people per table and each table has a different family. All of our volunteers move in and around and there is really no training because they have been doing this all their lives," he said.

The way it works is you come in and sit down and someone will bring you a plate you don't have to order.

"You never know who your server is going to be, it could be a doctor or a lawyer that is waiting on you," Wallace said.

Unterbrink said since the church began, there has never been a year they didn't have the celebration, which is also the biggest fundraiser of the year for the church.

"The only thing I can suggest to people is that they should try it at least once. If you've never been, try to come in and you will meet people from all over Texas and The United States. I don't know how to do Thanksgiving any other way," Unterbrink said.

City

CONTINUED FROM PAGE 1

would discuss with his wife what his path forward should be in the coming weeks.

McLaughlin said if he were to resign, a customary 30-day notice would be required and that if he chose to resign, he would "not want to leave the city hanging."

He wanted to make it clear that he had come to no decision yet on his future.

In other business at the meeting, three final plats for the future Somerset Subdivision in Kingsville were approved. The plats for Unit 2B, containing 14.2 acres, the 2.53 acre final plot of Unit 3 and the 12.33 acre final plot of Unit 4 were all approved by 4-0 votes. Commissioner Hinojosa was not present for that section of the meeting.

Commissioners also approved by a 4-0 vote for the Animal Services department to pursue a \$20,000 grant, requiring no city match, from the ASPCA.

An amendment to the admin policy allowing for mental health leave by city

employees was unanimously approved as well.

Up to 40 hours paid leave would be allowed for any city employee who would be involved in a physically or emotionally traumatizing event. An example would be an officer-involved shooting, or any employee who witnessed a sudden death while on the job.

A written request would be submitted by an employee to their supervisor, who would then have 24 hours to decide on the leave approval.

"This is very good," Commissioner Edna Lopez said. "I'm all for it."

During public comments, three citizens spoke out regarding what they considered lack of urgent response to unleashed animals in the city. Representing members of the local US Postal carriers, they said the situation is dangerous for mail delivery workers, who they say have faced numerous encounters with stray and unleashed dogs recently.

Vicki Dennis, representing

8th Heroes, provided commissioners with an update on the program honoring her late husband and fallen KPD Officer Sherman Bunys.

She said the golf tournament in September was their "biggest one yet," featuring 128 golfers and 32 teams.

She added that in November, 8th Heroes held a blood drive, and also held a memory walk, as well as feeding local law enforcement officers.

She added that a bite suit was purchased for a KPD K9 officer, and that 8th Heroes also provides "equipment, training and counseling" for first responders.

"I long for the days when 8th Heroes can be mentioned and everyone knows exactly what the group is," she added.

In his report, McLaughlin noted he'd be in attendance for the groundbreaking at the NAS-1's ag building.

He added that city crews had planned to resurface portions of Wells Street between Yeakum and Kleberg, as well as one block of 4th Street.

Win

CONTINUED FROM PAGE 10

thinks a flag football team in school would be amazing.

"I really enjoy playing flag football with revolution, because it brought me so much more friendships. It feels really good to be a state champion, just being able to know that we won that is amazing," Nino said.

"It wasn't what I expected. I had a lot of fun and it

was something new to experience. It took a lot of hard work and dedication from each one of us to make it to State," running back Savannah Perales said.

Jaylah Caldera said she loves the sport.

"The girls on my team aren't just friends, they have also become my family. After having a few injury set-

Arrest

CONTINUED FROM PAGE 1

the theft of five vehicles from Neessen Chevrolet in June 2024.

He remains in the Kleberg County Jail on charges of burglary and theft of property.

Purate's bond for the theft charge has been set at \$25,000.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Baltazar Ramirez, applicant/owner; requesting a Special Use Permit for a Carwash in C2 (Retail) of Collego AC, Block 11, Lot E100 SE/4, also known as 600 West Corral Ave, Kingsville, TX 78363.


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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Baltazar Ramirez, applicant/owner; requesting a Special Use Permit for a Carwash in C2 (Retail) of Collego AC, Block 11, Lot E100 SE/4, also known as 600 West Corral Ave, Kingsville, TX 78363.

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



PEST CONTROL
RUDY'S

*Ask about our affordable maintenance plans for a pest-free home 365 days a year.

BEES AND FLEAS

CALL TODAY FOR AN ESTIMATE!

• Roaches
• Ants
• Fleas
• Ticks
• Bats
• Scorpions
• Termites
• Other Pests

Protect your family and pets with our safe and effective pest control solutions against these and other potentially harmful household pests.

816 N. 14th Street
Kingsville, TX 78363
TPCL #13343
595-RUDY

Commercial and Residential "Serving Kingsville, Bishop and the Surrounding Area"

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1181 S US HWY 77, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1181 S US HWY 77, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Brenda Rios, applicant/owner; requesting a Special Use Permit for childcare in home in R1 (Single Family) of Anglewood, Block 3, Lot 12, also known as 1515 Lewis St, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Brenda Rios, applicant/owner; requesting a Special Use Permit for childcare in home in R1 (Single Family) of Anglewood, Block 3, Lot 12, also known as 1515 Lewis St, Kingsville, TX 78363.

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

ORDINANCE #2024-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO JESSE 2, LOT 9, 10, (1.64 ACRES) ALSO KNOWN AS 1101 S. US HWY 77, KINGSVILLE, TEXAS, FROM C2 (RETAIL DISTRICT) TO C4 (COMMERCIAL DISTRICT); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Ross West owner/applicant, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, December 4, 2024 during a meeting of the Planning and Zoning Commission, and on Monday, December 9, 2024 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the item was APPROVED with a 6-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Jesse 2, Lot 9, 10, (1.64 acres) also known as 1102 S. US Hwy. 77, Kingsville, Texas, from C2-Retail District to C4-Commercial District, as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

INTRODUCED on this the 9th day of December, 2024.

PASSED AND APPROVED on this the 13th day of January, 2025.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

PUBLIC HEARING #2

Pub. Hrg - SUP

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: December 4th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor for a Special Use Permit to open up a self-serve “carwash” business located at 600 West Corral, a parcel of land zoned as C2 (Retail).**

Summary: Baltazar Ramirez, applicant/owner, approached the Planning Department on October 31st, 2024, requesting a Special Use Permit for a self-serve carwash located at 600 West Corral, currently zoned as C2 (Retail). This parcel of land currently has an existing self-serve carwash at this location that is not in use.

Background: A carwash is permitted in C2 (Retail), provided a Special Use Permit is approved.

The Planning and Zoning Commission meeting was held on December 4th, 2024, with 6 members in attendance.

Members deliberated over the request to open a self-serve “carwash” business at a residence located at 600 West Corral, a parcel of land zoned as C2 (Retail). 13 Notice Letters were sent out to neighbors within the 200 feet buffer and the city received no feedback.

The Planning and Zoning Commission board members voted to approve the Special Use Permit requested above. A recorded vote of all members present was taken and board members Rev. Idotha Battle, Debbie Tiffie, Mike Klepac, Larry Garcia, Brian Coufal, Krystal Emery and the Chairman, Steve Zamora, all voted “YES.”

The meeting was adjourned by 6:30 p.m.

The department continues to recommend approval.

Erik Spitzer
Director of Planning and Development Services



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

MEMO

Date: November 22nd, 2024
To: Mark McLaughlin (City Manager)
From: Erik Spitzer (Director of Planning and Development Services)
Subject: **Baltazar Ramirez, applicant/owner, requesting a Special Use Permit for a carwash in C2 (Retail) at 600 West Corral on October 31st, 2024.**

Baltazar Ramirez, applicant/owner, approached the Planning Department on October 31st, 2024, requesting a Special Use Permit for a self-serve carwash located at 600 West Corral, currently zoned as C2 (Retail). This parcel of land currently has an existing self-serve carwash at this location that is not in use. See attached photo on page 2.

A carwash is permitted in C2 (Retail), provided a Special Use Permit is approved.

The department has reviewed the application and is recommending approval.

Erik Spitzer
Director of Planning and Development Services



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

email: hsolis@cityofkingsville.com / Phone (361) 595-8055

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 600 W Corral Nearest Intersection 1st
 (Proposed) Subdivision Name _____ Lot E 100' SE 4 Block 11
 Legal Description College AC
 Existing Zoning Designation C2 (Retail) Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Baltazar Ramirez Phone 361-562-1833
 Email Address (for project correspondence only): Baltazar Ramirez 2@gmail.com
 Mailing Address P.O. Box 281 City SAN Diego State Tx Zip 78324
 Property Owner BALTAR Ramirez Phone 361-562-1833 FAX _____
 Email Address (for project correspondence only): Baltazar Ramirez 2@gmail.com
 Mailing Address _____ City _____ State _____ Zip _____

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

<input type="checkbox"/> Annexation Request _____ No Fee	<input type="checkbox"/> Preliminary Plat _____ Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA) _____ \$250.00	<input type="checkbox"/> Final Plat _____ Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request _____ \$250.00	<input type="checkbox"/> Minor Plat _____ \$100.00
<input type="checkbox"/> Re-zoning Request _____ \$250	<input type="checkbox"/> Re-plat _____ \$250.00
<input checked="" type="checkbox"/> SUP Request/Renewal _____ \$250	<input type="checkbox"/> Vacating Plat _____ \$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA) _____ \$250	<input type="checkbox"/> Development Plat _____ \$100.00
<input type="checkbox"/> PUD Request _____ \$250	<input type="checkbox"/> Subdivision Variance Request _____ \$25.00 ea

Please provide a basic description of the proposed project:

Special Use Permit for car wash

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

Applicant's Signature Baltazar Ramirez Date: 10-31-24
 Property Owner's Signature Baltazar Ramirez Date: 10-31-24
 Accepted by: S.A. [Signature] Date: 08 NOV 2024

This form available on our website: <https://www.cityofkingsville.com/departments/planning-and-development-services/>

Last revised 10 Jun 2024

Property Details**Account****Property ID:** 19891**Geographic ID:**

116801117000192

Type: R**Zoning:** ~~E3~~ C-2**Property Use:****Location****Situs Address:** 600 W CORRAL AVE TX**Map ID:** C2**Mapsc0:****Legal Description:** COLLEGE AC, BLOCK 11, LOT E100' SE/4, (YOUR CAR WASH)**Abstract/Subdivision:** S168**Neighborhood:****Owner****Owner ID:** 68228**Name:** FOSTER MASON**Agent:****Mailing Address:** 1002 N MAIN ST
DILLEY, TX 78017**% Ownership:** 100.0%**Exemptions:** For privacy reasons not all exemptions are shown online.

Property Values**Improvement Homesite Value:** \$0 (+)**Improvement Non-Homesite Value:** \$55,610 (+)

Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$14,400 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$70,010 (=)
Agricultural Value Loss: ?	\$0 (-)
Appraised Value:	\$70,010 (=)
HS Cap Loss: ?	\$0 (-)
Circuit Breaker: ?	\$0 (-)
Assessed Value:	\$70,010
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: FOSTER MASON **%Ownership:** 100.0%

Entity Description	Market Value	Taxable Value	Estimated Tax
GKL KLEBERG COUNTY	\$70,010	\$70,010	\$540.39
CKI CITY OF KINGSVILLE	\$70,010	\$70,010	\$539.08
SKI KINGSVILLE I.S.D.	\$70,010	\$70,010	\$987.42
WST SOUTH TEXAS WATER AUTHORITY	\$70,010	\$70,010	\$45.99

**CAD KLEBERG COUNTY
APPRAISAL DISTRICT**

\$70,010

\$70,010

\$0.00

Total Tax Rate: 3.017965

Estimated Taxes With Exemptions: \$2,112.88

Estimated Taxes Without Exemptions: \$2,112.88

Property Improvement - Building

Type: COMMERCIAL Living Area: 2200.0 sqft Value: \$55,610

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	CW2L	1970	2200
CPF		*	1970	1692
CON		*	1970	13135

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
F1	F1	0.32	14,000.00	100.00	140.00	\$14,400	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$55,610	\$14,400	\$0	\$70,010	\$0	\$70,010
2023	\$55,610	\$14,400	\$0	\$70,010	\$0	\$70,010
2022	\$49,930	\$14,400	\$0	\$64,330	\$0	\$64,330
2021	\$53,980	\$14,400	\$0	\$68,380	\$0	\$68,380
2020	\$56,530	\$14,400	\$0	\$70,930	\$0	\$70,930
2019	\$55,860	\$14,400	\$0	\$70,260	\$0	\$70,260
2018	\$86,250	\$14,400	\$0	\$100,650	\$0	\$100,650
2017	\$85,150	\$14,400	\$0	\$99,550	\$0	\$99,550
2016	\$72,920	\$14,400	\$0	\$87,320	\$0	\$87,320

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
6/5/2019	PROB	PROBATE	MORING CRAIG EST	MORING CRAIG LAMAR EST			
7/19/2019	SPWD	SPECIAL WARRANTY DEED	MORING CRAIG LAMAR EST	MORING CHARLES			3
7/19/2019	SPWD	SPECIAL WARRANTY DEED	MORING CHARLES	HERNANDEZ JAMES			3

7/19/2019 ERROR OWNER HERNANDEZ MORING
CHANGE JAMES CHARLES
WAS DONE
IN ERROR

2/12/2021 WD WARRANTY MORING FOSTER
DEED CHARLES MASON

3

◀ [REDACTED] ▶

SURVEY OF A 0.322 ACRES TRACT OF LAND OUT OF BLOCK 11 OF THE
COLLEGE ACRES ADDITION TO THE CITY OF KINGSVILLE

Field notes of the survey of a 0.322 acres tract of land out of Block 11 of the College Acres Addition to the City of Kingsville recorded in Cabinet 1, Envelope 72 of the Map Records of Kleberg County, Texas;

Said 0.322 acres tract being described as the east 100 feet of the southeast one-fourth of said Section 11, save and except a 10-foot strip along the south border of said tract conveyed to the State of Texas by Deed recorded in Volume 113, Page 429 of the Deed Records of Kleberg County, Texas;

Said 0.322 acres tract being the same tract conveyed to Charles Moring by Deed recorded in Clerk's File No. 318998 of the Official Public Records of Kleberg County, Texas;

Said 0.322 acres tract is comprised of a portion of the Juan Mendiola Survey, Abstract 192, is located within the City of Kingsville, in Kleberg County, Texas, and is described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the west line of North First Street and the east line of said Block 11, at the southeast corner of a 0.517 acres tract of land described as the northeast one-fourth of said Block 11, conveyed to James Hernandez by Deed recorded in Clerk's File No. 318999 of the Official Public Records of Kleberg County, Texas; for the northeast corner of this tract;

Thence S 01°18'23" E along the west line of said North First Street, the east line of said Block 11, and the east line of this tract, a distance of 140.03 feet (called South, 150') to a 5/8 inch iron rod with surveyor's cap stamped "R. P. L. S. 5874" set next to the existing concrete pad, in the north line of West Corral Avenue, aka F.M. Highway 1898, at the northeast corner of said 10-foot strip conveyed to the State of Texas, for the southeast corner of this tract;

Thence S 88°43'42" W along the north line of said West Corral Avenue, the north line of said 10-foot strip, and the south line of this tract, a distance of 100.27 feet (called West 100') to a 5/8" iron rod with surveyor's cap stamped "R. P. L. S. 5874" set next to the existing concrete pad, at the southeast corner of a 0.161 acres tract of land described as the west 50 feet of the east 150 feet of the southeast one-fourth of said Block 11, conveyed to Belen T. De Leon by Deed recorded in Volume 221, Page 625 of the Deed Records of Kleberg County, Texas; for the southwest corner of this tract;

Thence N 01°13'10" W along east line of said 0.161 acres tract and the west line of this tract, a distance of 140.03' (called North 150') to a 5/8 inch iron rod found in the south line of said 0.517 acres tract, at the northeast corner of said 0.161 acres tract, for the northwest corner of this tract;

Thence N 88°43'42" E along the south line of said 0.517 acres tract and the north line of this tract, a distance of 100.05 feet (called East, 100') to the **POINT OF BEGINNING**, containing an area of 0.322 acres of land, more or less, subject to any and all easements and agreements of record.

Distances are at surface and bearings in this description are based on a GPS survey conducted in the Texas Coordinate System, South Zone, NAD1983, in US Feet, with a Combined Scale Factor of 1.00003833.

I, Michael J. MacInnis, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground, under my direction, to the best of my knowledge and ability, this the 29th day of January, 2021. A signed and sealed Survey Plat accompanies this description.



Registered Professional Land Surveyor
Texas Registration No. 5874

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: October 23, 2024

Grantor: Mason Foster, a married person, not joined by spouse as the property conveyed herein does not constitute any part of their homestead property

Grantor's Mailing Address: 1002 N. Main Street, Dilley, Texas 78017

Grantee: Baltazar Ramirez, a married person

Grantee's Mailing Address: P.O. Box 281, San Diego, Texas 78383

Consideration:

Cash of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Field notes of the survey of a 0.322 acres tract of land out of Block 11 of the College Acres Addition to the City of Kingsville recorded in Cabinet!, Envelope 72 of the Map Records of Kleberg County, Texas;

Said 0.322 acres tract being described as the east 100 feet of the southeast one-fourth of said Section 11, save and except a 10-foot strip along the south border of said tract conveyed to the State of Texas by Deed recorded in Volume 113, Page 429 of the Deed Records of Kleberg County, Texas;

Said 0.322 acres tract being the same tract conveyed to Charles Moring by Deed recorded in Clerk's File No. 318998 of the Official Public Records of Kleberg County, Texas;

Said 0.322 acres tract is comprised of a portion of the Juan Mindiola Survey, Abstract 192, is located within the City of Kingsville, in Kleberg County, Texas, and is described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

More commonly known as: 600 W. Corral Avenue, Kingsville, Texas 78363.

Reservations from Conveyance: None

General Warranty Deed

Exceptions to Conveyance and Warranty:

All valid easements, restrictions, covenants, mineral reservations and maintenance fund liens, if any, applicable to the above-described property as shown by the records of the county clerk of the county in which said real property is located; taxes for the current year, the payment of which Grantee assumes; and all zoning laws, regulations and ordinances of municipal and other governmental authority, if any, affecting the property.

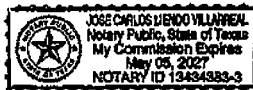
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.


Mason Foster

STATE OF TEXAS)
COUNTY OF FRIO)

This instrument was acknowledged before me on October 23, 2024, by Mason Foster.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Baltazar Ramirez
P.O. Box 281
San Diego, Texas 78383

STATE OF TEXAS.

COUNTY OF KLEBERG
CITY OF KINGSVILLE

**SURVEY OF A 0.322 ACRES TRACT OF LAND OUT OF BLOCK 11 OF THE
COLLEGE ACRES ADDITION TO THE CITY OF KINGSVILLE**

Field notes of the survey of a 0.322 acres tract of land out of Block 11 of the College Acres Addition to the City of Kingsville recorded in Cabinet 1, Envelope 72 of the Map Records of Kleberg County, Texas:

Said 0.322 acres tract being described as the east 100 feet of the southeast one-fourth of said Section 11, save and except a 10-foot strip along the south border of said tract conveyed to the State of Texas by Deed recorded in Volume 113, Page 429 of the Deed Records of Kleberg County, Texas;

Said 0.322 acres tract being the same tract conveyed to Charles Moring by Deed recorded in Clerk's File No. 318998 of the Official Public Records of Kleberg County, Texas;

Said 0.322 acres tract is comprised of a portion of the Juan Mindiola Survey, Abstract 192, is located within the City of Kingsville, in Kleberg County, Texas, and is described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the west line of North First Street and the east line of said Block 11, at the southeast corner of a 0.517 acres tract of land described as the northeast one-fourth of said Block 11, conveyed to James Hernandez by Deed recorded in Clerk's File No. 318999 of the Official Public Records of Kleberg County, Texas; for the northeast corner of this tract;

Thence S 01°18'23" E along the west line of said North First Street, the east line of said Block 11, and the east line of this tract, a distance of 140.03 feet (called South, 150') to a 5/8 inch iron rod with surveyor's cap stamped "R.P.L.S. 5874" set next to the existing concrete pad, in the north line of West Corral Avenue, aka F.M. Highway 1898, at the northeast corner of said 10-foot strip conveyed to the State of Texas, for the southeast corner of this tract;

Thence S 88°43'42" W along the north line of said West Corral Avenue, the north line of said 10-foot strip, and the south line of this tract, a distance of 100.27 feet (called West 100') to a 5/8" iron rod with surveyor's cap stamped "R. P. L. S. 5874" set next to the existing concrete pad, at the southeast corner of a 0.161 acres tract of land described as the west 50 feet of the east 150 feet of the southeast one-fourth of said Block 11, conveyed to Belen T. De Leon by Deed recorded in Volume 221, Page 625 of the Deed Records of Kleberg County, Texas; for the southwest corner of this tract;

Thence N 01°13'10" W along east line of said 0.161 acres tract and the west line of this tract, a distance of 140.03' (called North 150') to a 5/8 inch iron rod found in the south line of said 0.517 acres tract, at the northeast corner of said 0.161 acres tract, for the northwest corner of this tract;

Thence N 88°43'42" E along the south line of said 0.517 acres tract and the north line of this tract, a distance of 100.05 feet (called East, 100') to the **POINT OF BEGINNING**, containing an area of 0.322 acres of land, more or less, subject to any and all easements and agreements of record.

Distances are at surface and bearings in this description are based on a GPS survey conducted in the Texas Coordinate System, South Zone, NAD1983, in US Feet, with a Combined Scale Factor of 1.00003833.

I, Michael J. MacInnis, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground, under my direction, to the best of my knowledge and ability, this the 29th day of January, 2021. A signed and sealed Survey Plat accompanies this description.



210104.doc

Registered Professional Land Surveyor
Texas Registration No. 5874

THE SETTLE LAW FIRM, PLLC, 213 N. Murphy Road, Suite 500, Murphy, Texas 75094
ATTORNEY'S REPRESENTATION - GF No. 20241129

The undersigned hereby acknowledge that, with respect to the sales or loans of transaction concerning:

Field notes of the survey of a 0.322 acres tract of land out of Block 11 of the College Acres Addition to the City of Kingsville recorded in Cabinet 1, Envelope 72 of the Map Records of Kleberg County, Texas;

Said 0.322 acres tract being described as the east 100 feet of the southeast one-fourth of said Section 11, save and except a 10-foot strip along the south border of said tract conveyed to the State of Texas by Deed recorded in Volume 113, Page 429 of the Deed Records of Kleberg County, Texas;

Said 0.322 acres tract being the same tract conveyed to Charles Moring by Deed recorded in Clerk's File No. 318998 of the Official Public Records of Kleberg County, Texas;

Said 0.322 acres tract is comprised of a portion of the Juan Mindiola Survey, Abstract 192, is located within the City of Kingsville, in Kleberg County, Texas, and is described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

More commonly known as: 600 W. Corral Avenue, Kingsville, Texas 78363.


1. **REPRESENTATION:** Certain legal documents involved in the above referenced loan and real property transaction have been prepared by The Settle Law Firm, PLLC, based upon the contract terms and/or loan instructions relayed to The Settle Law Firm, PLLC. The undersigned acknowledges that The Settle Law Firm, PLLC has not, in any manner, undertaken to assist or render legal advice to the undersigned with respect to the loan or the property which is being purchased, sold, improved, refinanced or additionally encumbered with the proceeds of the loan, or with respect to any of the documents being executed in connection therewith. The undersigned further acknowledges that they are aware that they may retain their own legal counsel to advise them regarding the transaction and/or to review and render advice concerning any of the documents being executed in connection therewith. Further, if anyone shall construe the preparation of the documents by The Settle Law Firm, PLLC as the firm acting as an intermediary or as providing common representation (as defined by the State Bar of Texas Disciplinary Rules of Professional Conduct), the undersigned hereby consent to the firm acting as such intermediary or to the common representation.
2. **DESCRIPTION OF LEGAL SERVICES PERFORMED:** The Settle Law Firm, PLLC has prepared certain legal documents affecting title to the property. It is clearly understood by the undersigned that The Settle Law Firm, PLLC has not conducted a title search with regard to the property and does not warrant the condition of title. It is also clearly understood by the undersigned that The Settle Law Firm, PLLC has not reviewed a survey for Buyer's benefit.
3. **BASIS FOR FEE:** The document preparation fee charged by The Settle Law Firm, PLLC is intended to provide fair compensation for the services as shown on the invoice, taking into consideration the time and labor required, the complexities of the issues involved, the skill required to perform said services, and is based upon a transaction, rather than an hourly basis.
4. **DOCUMENT CORRECTION AGREEMENT:** In consideration of the preparation of the documents, the undersigned agree to comply with any request from The Settle Law Firm, PLLC to execute, acknowledge, initial, and deliver to The Settle Law Firm, PLLC any documentation deemed necessary to reform, replace, or correct any lost, misplaced, misstated, or inaccurate documents regardless of the reason for the loss, misplacement, or inaccuracy. The undersigned further agree to comply with any document

correction request within 10 days of their written notification, and to be liable for any loss or damage resulting from their failure to timely comply with the request, including reasonable attorney's fees.

5. IF SELLER-FINANCE OR OTHER LOAN DOCUMENTS HAVE BEEN DRAFTED: The Settle Law Firm, PLLC has drafted documents in accordance with the expressed wishes of the seller, lender, buyer, and/or other parties. No legal advice has been given regarding loan documents, and The Settle Law Firm, PLLC does not warrant that any special requests for provisions or other wording will hold up in court under usury laws, prohibitions against restraints on alienation of property, or any other laws or doctrines under which the buyer or borrower might contest the loan, the lien, or any portion of the transaction, including those applicable to The Dodd-Frank Act, the SAFE Act, or the Consumer Financial Protection Bureau regulations. Sellers, buyers, and lenders are aware that The Settle Law Firm, PLLC does not represent them and that they are encouraged to retain their own attorney to review documents for this transaction.

The undersigned hereby acknowledges receiving and reading a copy of this Agreement, and by the undersigned's signature affirms the acknowledgment of the undersigned to the accuracy of the above statements and their agreement thereto.

SELLER(S):



Mason Foster

BUYER(S):

Baltazar Ramirez

correction request within 10 days of their written notification, and to be liable for any loss or damage resulting from their failure to timely comply with the request, including reasonable attorney's fees.

5. IF SELLER-FINANCE OR OTHER LOAN DOCUMENTS HAVE BEEN DRAFTED: The Settle Law Firm, PLLC has drafted documents in accordance with the expressed wishes of the seller, lender, buyer, and/or other parties. No legal advice has been given regarding loan documents, and The Settle Law Firm, PLLC does not warrant that any special requests for provisions or other wording will hold up in court under usury laws, prohibitions against restraints on alienation of property, or any other laws or doctrines under which the buyer or borrower might contest the loan, the lien, or any portion of the transaction, including those applicable to The Dodd-Frank Act, the SAFE Act, or the Consumer Financial Protection Bureau regulations. Sellers, buyers, and lenders are aware that The Settle Law Firm, PLLC does not represent them and that they are encouraged to retain their own attorney to review documents for this transaction.

The undersigned hereby acknowledges receiving and reading a copy of this Agreement, and by the undersigned's signature affirms the acknowledgment of the undersigned to the accuracy of the above statements and their agreement thereto.

SELLER(S):

Mason Foster

BUYER(S):



Baltazar Ramirez

SURVEY OF A 0.322 ACRES TRACT OF LAND OUT OF BLOCK 11 OF THE
COLLEGE ACRES ADDITION TO THE CITY OF KINGSVILLE

Field notes of the survey of a 0.322 acres tract of land out of Block 11 of the College Acres Addition to the City of Kingsville recorded in Cabinet 1, Envelope 72 of the Map Records of Kleberg County, Texas:

Said 0.322 acres tract being described as the east 100 feet of the southeast one-fourth of said Section 11, save and except a 10-foot strip along the south border of said tract conveyed to the State of Texas by Deed recorded in Volume 113, Page 429 of the Deed Records of Kleberg County, Texas;

Said 0.322 acres tract being the same tract conveyed to Charles Moring by Deed recorded in Clerk's File No. 318998 of the Official Public Records of Kleberg County, Texas;

Said 0.322 acres tract is comprised of a portion of the Juan Mindiola Survey, Abstract 192, is located within the City of Kingsville, in Kleberg County, Texas, and is described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the west line of North First Street and the east line of said Block 11, at the southeast corner of a 0.517 acres tract of land described as the northeast one-fourth of said Block 11, conveyed to James Hernandez by Deed recorded in Clerk's File No. 318999 of the Official Public Records of Kleberg County, Texas; for the northeast corner of this tract;

Thence S 01°18'23" E along the west line of said North First Street, the east line of said Block 11, and the east line of this tract, a distance of 140.03 feet (called South, 150') to a 5/8 inch iron rod with surveyor's cap stamped "R.P.L.S. 5874" set next to the existing concrete pad, in the north line of West Corral Avenue, aka F.M. Highway 1898, at the northeast corner of said 10-foot strip conveyed to the State of Texas, for the southeast corner of this tract;

Thence S 88°43'42" W along the north line of said West Corral Avenue, the north line of said 10-foot strip, and the south line of this tract, a distance of 100.27 feet (called West 100') to a 5/8" iron rod with surveyor's cap stamped "R. P. L. S. 5874" set next to the existing concrete pad, at the southeast corner of a 0.161 acres tract of land described as the west 50 feet of the east 150 feet of the southeast one-fourth of said Block 11, conveyed to Belen T. De Leon by Deed recorded in Volume 221, Page 625 of the Deed Records of Kleberg County, Texas; for the southwest corner of this tract;

Thence N 01°13'10" W along east line of said 0.161 acres tract and the west line of this tract, a distance of 140.03' (called North 150') to a 5/8 inch iron rod found in the south line of said 0.517 acres tract, at the northeast corner of said 0.161 acres tract, for the northwest corner of this tract;

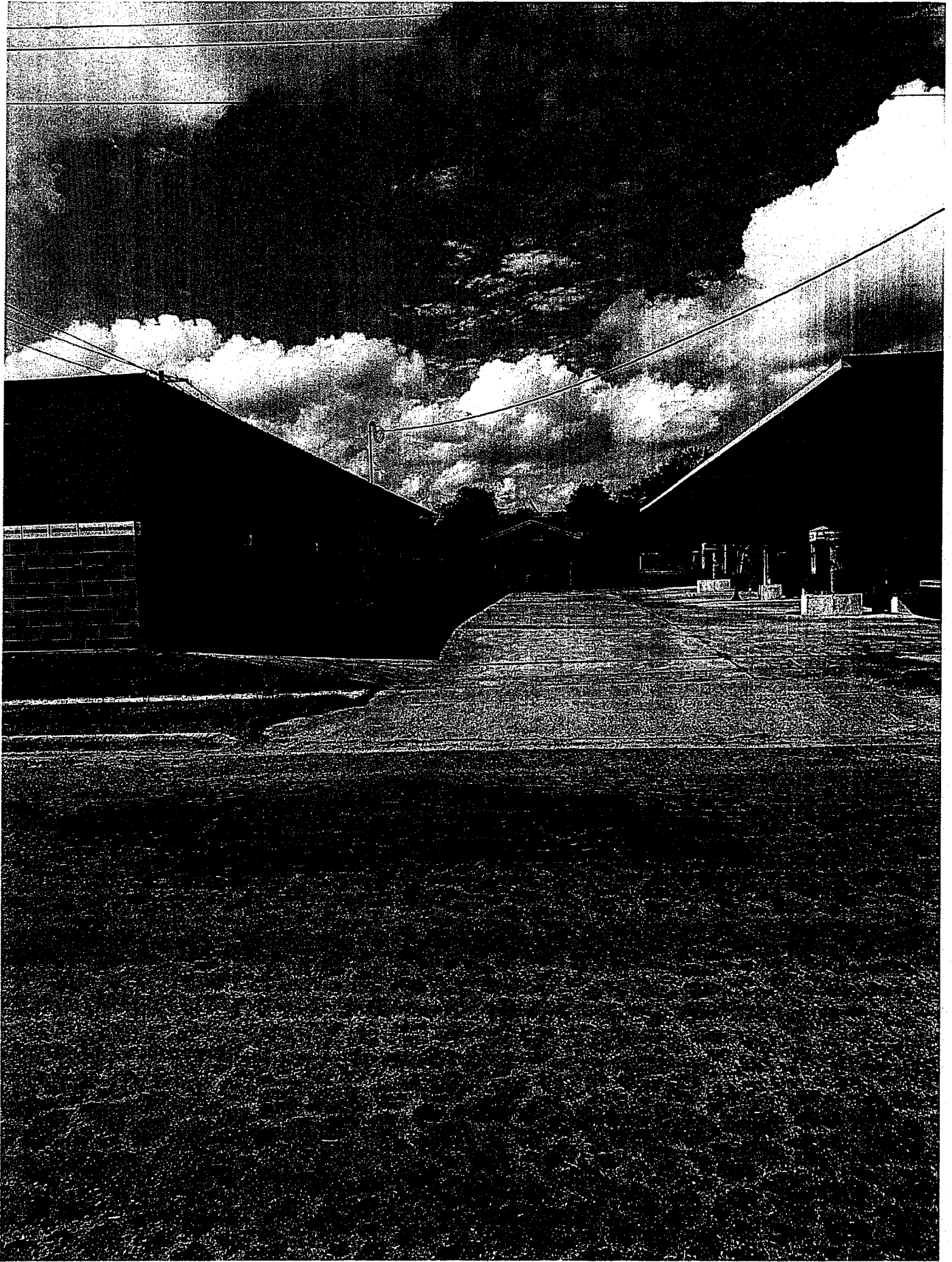
Thence N 88°43'42" E along the south line of said 0.517 acres tract and the north line of this tract, a distance of 100.03 feet (called East, 100') to the **POINT OF BEGINNING**, containing an area of 0.322 acres of land, more or less, subject to any and all easements and agreements of record.

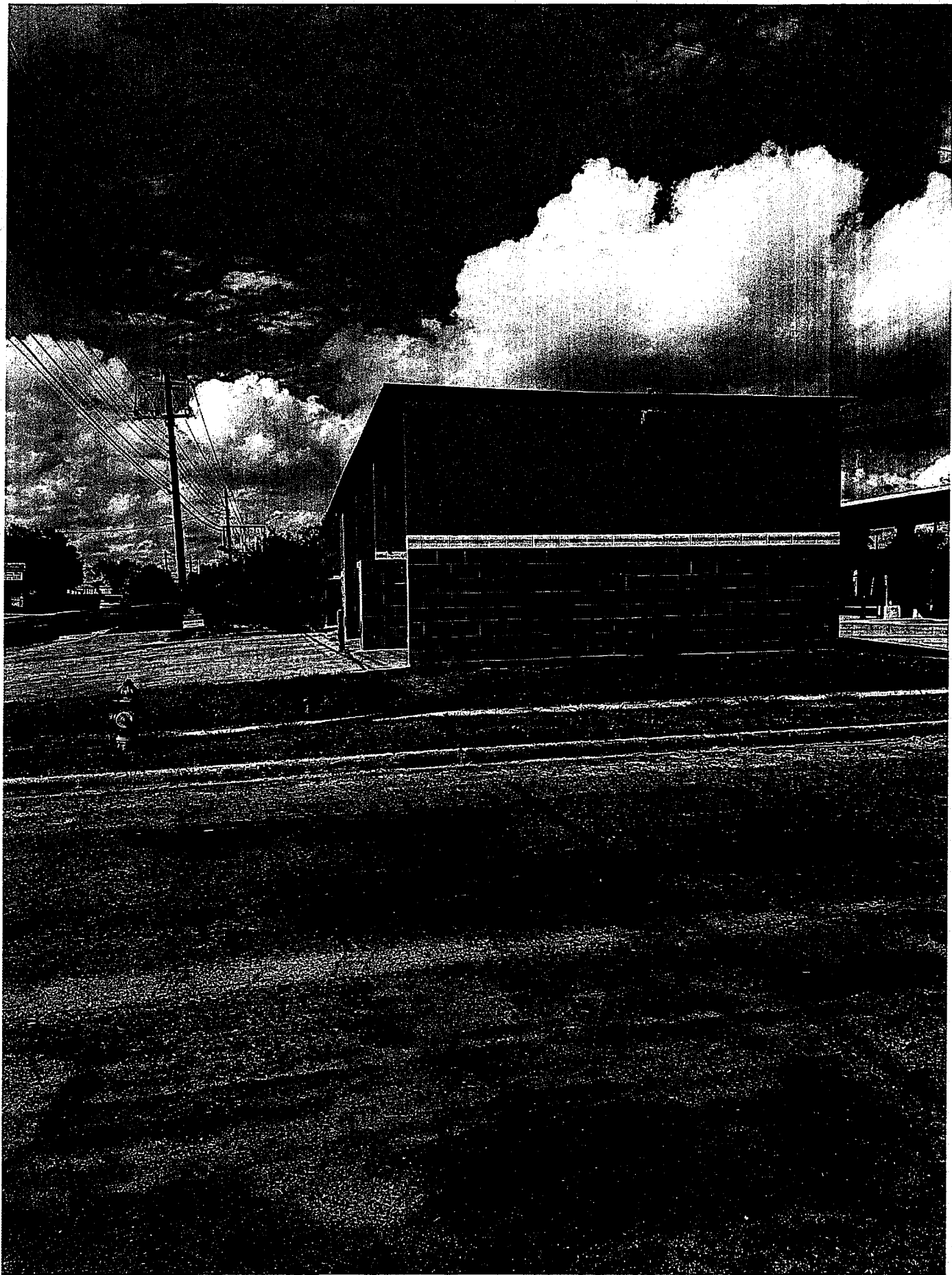
Distances are at surface and bearings in this description are based on a GPS survey conducted in the Texas Coordinate System, South Zone, NAD1983, in US Feet, with a Combined Scale Factor of 1.00003833.

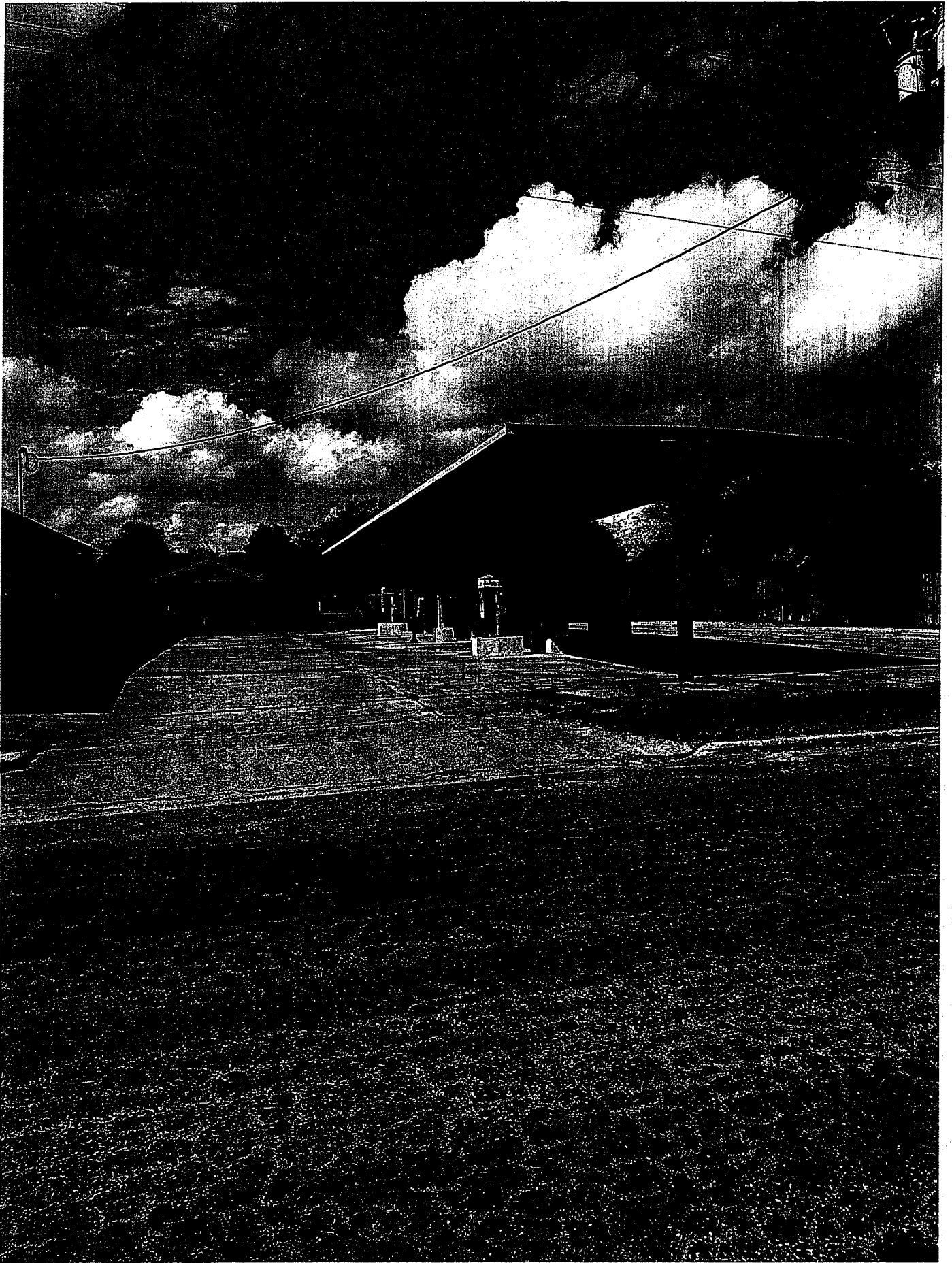
I, Michael J. MacInnis, Registered Professional Land Surveyor of Texas, do hereby state that this description represents an actual survey made on the ground, under my direction, to the best of my knowledge and ability, this the 29th day of January, 2021. A signed and sealed Survey Plat accompanies this description.



Registered Professional Land Surveyor
Texas Registration No. 5874

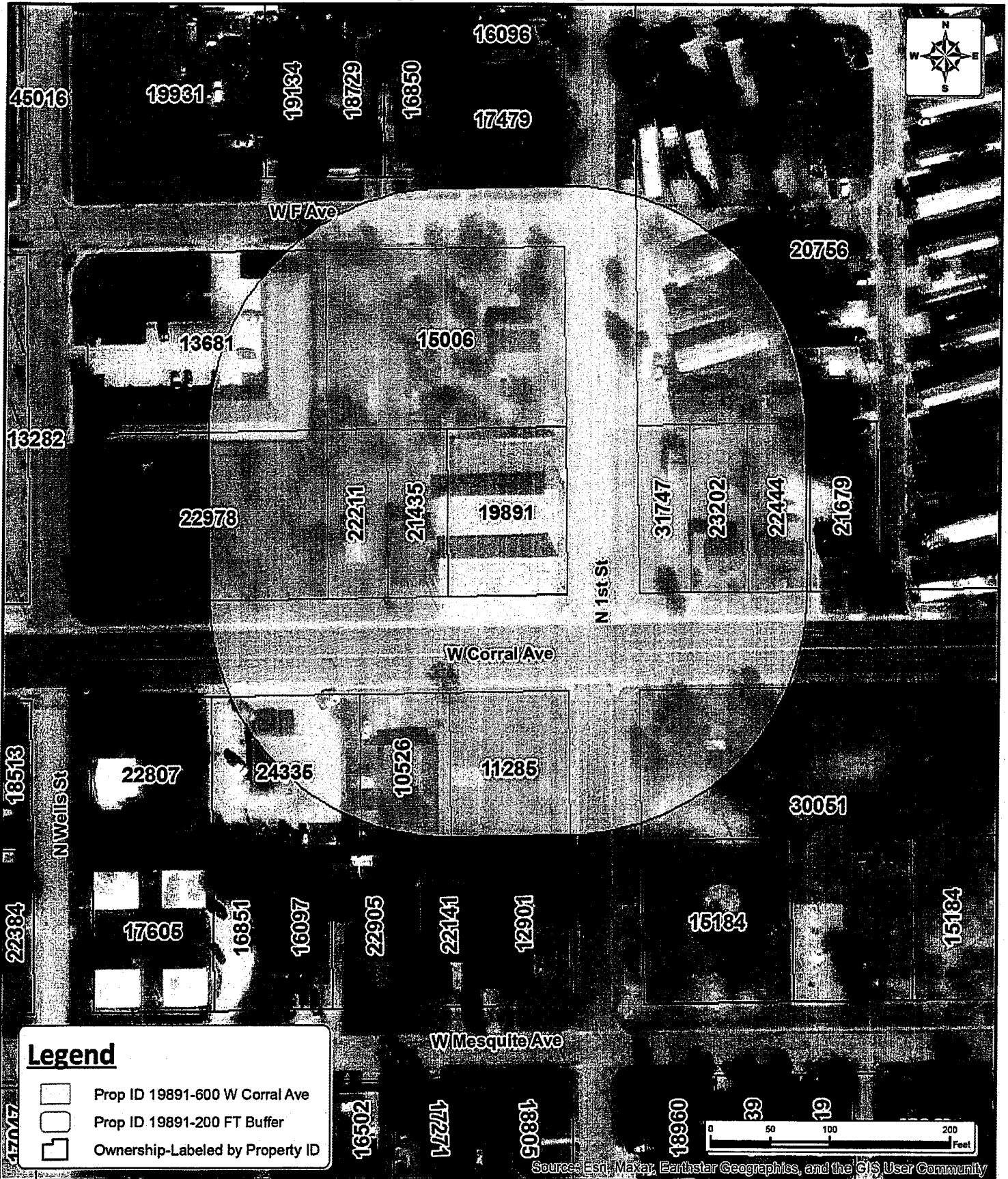








200-FT Buffer at Prop ID: 19891



1 / 1 Page:
 Drawn By: R. PICK
 Last Update: 10/31/2024
 Note: Ownership is labeled with its Prop ID.

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



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

Susana P Ramirez
PO Box 657
Kingsville, TX 78364
#13681

Rene Guajardo
ETUX Maria Hilda
611 W Corral Ave
Kingsville, TX 78363
#10526

Daniel Cruz
14331 Turtle Rock
San Antonio, TX 78232
#15006

Pedro Ochoa III
3505 Santa Fe ST
Mission, TX 78572
#11285

University 8 LLC
13191 W Linebaugh Ave #313
Tampa, FL 33626
#20756

Kleberg County
PO Box 72
Kingsville, TX 78364
#30051

Susana P Ramirez
PO Box 657
Kingsville, TX 78364
#22978

Susana P Ramirez
Luis Ramirez
PO Box 657
Kingsville, TX 78364
#22211

Belen L DeLeon
5034 Romford DR
Corpus Christi, TX 78413
#21435

MT-TX-2 Properties LLC
14493 SPID #A1434
Corpus Christi, TX 78418
#31747

Steven O Gonzales
311 E Corral Ave
Kingsville, TX 78363
#23202

Steven O Gonzales
311 E Corral Ave
Kingsville, TX 78363
#22444

Maria Estela Pena Garcia
Etvir Alvaro Garcia
5003 Farm House
San Antonio, TX 78253
#24335

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Baltazar Ramirez, applicant/owner; requesting a Special Use Permit for a Carwash in C2 (Retail) of College AC, Block 11, Lot E100' SE/4, also known as 600 West Corral Ave, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Baltazar Ramirez, applicant/owner; requesting a Special Use Permit for a Carwash in C2 (Retail) of College AC, Block 11, Lot E100' SE/4, also known as 600 West Corral Ave, Kingsville, TX 78363.

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

Years

CONTINUED FROM PAGE 1

drink said. He explained that the unique thing about this is the sense of belonging along with family and pride that goes into making the annual event a success.

"We can't pull this off without friends and family coming back," Unterbrink said. Greg Wallace also does a lot to bring the event together.

"This is a homecoming. It's about the parish, it's a family and community reunion," Wallace said.

The annual event draws in around 1,600 to 1,800 people. Some come from as far away as New Mexico and Minnesota to have the family style, all you can eat turkey dinner that includes fresh baked turkey, homemade dressing, cranberry sauce, mashed potatoes, gravy, cucumber and green bean salads, bread, coffee, tea, and desserts.

Beer and soft drinks are available for purchase as well.

After lunch, those in attendance have a full day of fun. They can participate in the Turkey Shoot (trap and target), the country store, kid's games, fish pond, ring toss, raffles, silent auctions and bingo. Wallace said they play bingo non-stop from 2 p.m. to 6 p.m.

They play special games for special prizes (values greater than \$100) every 15 minutes

and announce the names of businesses several times in recognition of their donations.

A Country Western Dance follows the days excitement from 8 p.m. to midnight. This year the "Michael Burris Band" will perform. Drinks and set ups are available.

Wallace said that they move fast throughout the day to make things happen on time.

"There are 30 to 35 people per table and each table has a different family. All of our volunteers move in and around and there is really no training because they have been doing this all their lives," he said.

The way it works is you come in and sit down and someone will bring you a plate, you don't have to order.

"You never know who your server is going to be, it could be a doctor or a lawyer that is waiting on you," Wallace said.

Unterbrink said since the church began, there has never been a year they didn't have the celebration, which is also the biggest fundraiser of the year for the church.

"The only thing I can suggest to people is that they should try it at least once. If you've never been, try to come in and you will meet people from all over Texas and The United States. I don't know how to do Thanksgiving any other way," Unterbrink said.

City

CONTINUED FROM PAGE 1

would discuss with his wife what his path forward should be in the coming weeks.

McLaughlin said if he were to resign, a customary 30-day notice would be required and that if he chose to resign, he would "not want to leave the city hanging."

He wanted to make it clear that he had come to no decision yet on his future.

In other business at the meeting, three final plats for the future Somerset Subdivision in Kingsville were approved. The plats for Unit 2B, containing 14.2 acres, the 9.53 acre final plat of Unit 3 and the 17.23 acre final plat of Unit 4 were all approved by 4-0 votes.

Commissioner Hinojosa was not present for that section of the meeting. Commissioners also approved by a 4-0 vote for the Animal Services department to pursue a \$20,000 grant, requiring no city match, from the ASPCA.

An amendment to the admin policy allowing for mental health leave by city employees was unanimously approved as well.

Up to 40 hours paid leave would be allowed for any city employee who would be involved in a physically or emotionally traumatizing event. An example would be an officer-involved shooting, or any employee who witnessed a sudden death while on the job.

A written request would be submitted by an employee to their supervisor, who would then have 24 hours to decide on the leave approval.

"This is very good," Commissioner Edna Lopez said. "I'm all for it."

During public comments, three citizens spoke out regarding what they considered lack of urgent response to unleashed animals in the city. Representing members of the local US Postal carriers, they said the situation is dangerous, they say have faced numerous encounters with stray and unleashed dogs recently.

Vicki Benys, representing 81s Heroes, provided commissioners with an update on the program honoring her late husband and fallen KPD Officer Sherman Benys.

She said the golf tournament in September was their "biggest one yet," featuring 128 golfers and 32 teams.

She added that in November, 81s Heroes held a blood drive, and also held a memory walk, as well as feeding local law enforcement officers.

She added that a bite suit was purchased for a KPD K9 officer, and that 81 Heroes also provides "equipment, training and counseling" for first responders.

"I long for the days when 81s Heroes can be mentioned and everyone knows exactly what the group is," she added.

In his report, McLaughlin noted he'd be in attendance for the groundbreaking at the NAS-K's ag building.

He added that city crews had planned to resurface portions of Walls Street between Yorkum and Kleberg, as well as one block of 4th Street.

employees was unanimously approved as well.

Up to 40 hours paid leave would be allowed for any city employee who would be involved in a physically or emotionally traumatizing event. An example would be an officer-involved shooting, or any employee who witnessed a sudden death while on the job.

A written request would be submitted by an employee to their supervisor, who would then have 24 hours to decide on the leave approval.

"This is very good," Commissioner Edna Lopez said. "I'm all for it."

During public comments, three citizens spoke out regarding what they considered lack of urgent response to unleashed animals in the city. Representing members of the local US Postal carriers, they said the situation is dangerous, they say have faced numerous encounters with stray and unleashed dogs recently.

Vicki Benys, representing 81s Heroes, provided commissioners with an update on the program honoring her late husband and fallen KPD Officer Sherman Benys.

She said the golf tournament in September was their "biggest one yet," featuring 128 golfers and 32 teams.

She added that in November, 81s Heroes held a blood drive, and also held a memory walk, as well as feeding local law enforcement officers.

She added that a bite suit was purchased for a KPD K9 officer, and that 81 Heroes also provides "equipment, training and counseling" for first responders.

"I long for the days when 81s Heroes can be mentioned and everyone knows exactly what the group is," she added.

In his report, McLaughlin noted he'd be in attendance for the groundbreaking at the NAS-K's ag building.

He added that city crews had planned to resurface portions of Walls Street between Yorkum and Kleberg, as well as one block of 4th Street.

Win

CONTINUED FROM PAGE 10

thinks a flag football team in school would be amazing.

"I really enjoy playing flag football with revolution, because it brought me so much more friendships. It feels really good to be a state champion, just being able to know that we won that is amazing," Nino said.

"It wasn't what I expected. I had a lot of fun and it

was something new to experience. It took a lot of hard work and dedication from each one of us to make it to State," running back Savannah Pernless said.

Jaylah Caldera said she loves the sport.

"The girls on my team aren't just friends, they have also become my family. After having a few injury set-

backs, the girls always kept pushing me to be better. The best part is having my dad, Leroy, and uncle, Xavier, coach me on this team. Becoming State champs was a challenge but we made it happen. I hope they make it a UIL sport. We are hungry for more and I am excited to see what comes in the future," Caldera said.

backs, the girls always kept pushing me to be better. The best part is having my dad, Leroy, and uncle, Xavier, coach me on this team. Becoming State champs was a challenge but we made it happen. I hope they make it a UIL sport. We are hungry for more and I am excited to see what comes in the future," Caldera said.

backs, the girls always kept pushing me to be better. The best part is having my dad, Leroy, and uncle, Xavier, coach me on this team. Becoming State champs was a challenge but we made it happen. I hope they make it a UIL sport. We are hungry for more and I am excited to see what comes in the future," Caldera said.

Arrest

CONTINUED FROM PAGE 1

the theft of five vehicles from Nexsen Chevrolet in June 2024.

He remains in the Kleberg County Jail on charges of

burglary and theft of property. Puent's bond for the theft charge has been set at \$35,000.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

Chief John Blair emphasized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Baltazar Ramirez, applicant/owner; requesting a Special Use Permit for a Carwash in C2 (Retail) of College AC, Block 11, Lot E100* SE/4, also known as 600 West Corral Ave, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Baltazar Ramirez, applicant/owner; requesting a Special Use Permit for a Carwash in C2 (Retail) of College AC, Block 11, Lot E100* SE/4, also known as 600 West Corral Ave, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1101 S US HWY 77, Kingsville, TX 78363.


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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1101 S US HWY 77, Kingsville, TX 78363.

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



PEST CONTROL

RUDY'S

Ask about our affordable maintenance plans for a post-free home 365 days a year.

BEES AND FLEAS

CALL TODAY FOR AN ESTIMATE!

Protect your family and pets with our safe and effective pest control solutions against these and other potentially harmful household pests.

816 N. 14th Street Kingsville, TX 78363
TPCL #12343
595-RUDY

Commercial and Residential "Serving Kingsville, Bishop and the Surrounding Area"

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Brenda Rios, applicant/owner; requesting a Special Use Permit for childcare in home in R1 (Single Family) of Anglewood, Block 3, Lot 12, also known as 1515 Lewis St, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Brenda Rios, applicant/owner; requesting a Special Use Permit for childcare in home in R1 (Single Family) of Anglewood, Block 3, Lot 12, also known as 1515 Lewis St, Kingsville, TX 78363.

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

ORDINANCE NO. 2024-_____

AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR CAR WASH USE IN C2 (RETAIL DISTRICT) AT COLLEGE AC, BLOCK 11, LOT E100' SE/4, ALSO KNOWN AS 600 WEST CORRAL AVE., KINGSVILLE, TEXAS; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Baltazar Ramirez, owner/applicant, for amendment to the zoning map of the City of Kingsville;

WHEREAS, the property is currently zoned C2-Retail District and it is desired for the area to be used for a car wash, while its prior use was a car wash;

WHEREAS, the City Code of Ordinances, Chapter XV-Land Usage, Appendix A- Land Use Categories states that in C2 a special use permit is required to have a car wash; and

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, December 4, 2024, during a meeting of the Planning Commission, and on Monday, December 9, 2024, a public hearing was held during a meeting of the City Commission, in the Helen Kleberg Groves Community Room/Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning and Zoning Commission voted 6-0 to APPROVE, with 0 abstentions, the requested special use permit; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a Car Wash on the premises known as College AC, Block 11, Lot E100'SE/4, also known as 600 West Corral Ave., Kingsville, Texas, as more specifically describe on site plan attached as Exhibit A.

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

1. **ALLOWED USE:** The only uses authorized by this Special Permit other than the permitted "C2" Retail District use is as a Car Wash.

2. **STATE LICENSE:** The premises or operator will be licensed or registered by the State of Texas, if needed, to have such a car wash.

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

4. **SPECIAL CONDITION:** The applicant shall obtain all required background checks, business licenses and have and cooperate with all annual fire safety, health, and sanitation inspections, or other inspections required for this type of use by the City of Kingsville or any State or Federal requirement, in order to maintain compliance with federal, state and city regulations for the facility.

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

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

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

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

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

INTRODUCED on this the 9th day of December, 2024.

PASSED AND APPROVED on this the 13th day of January, 2025.

Effective Date: _____, 2020

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CONSENT AGENDA

AGENDA ITEM #1

Public Notices

Originally published at caller.com on 11/15/2024

PUBLIC HEARING NOTICE

NOTICE OF PUBLIC HEARING OF THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS TO CONSIDER THE ADVISABILITY OF THE CREATION OF REINVESTMENT ZONE NUMBER THREE, CITY OF KINGSVILLE, TEXAS FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311, TEXAS TAX CODE

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Kingsville, Texas (the "City"), pursuant to Chapter 311.003 Texas Tax Code, as amended, (the "Act"), will hold a public hearing at 5:00 p.m. on Monday, November 25, 2024, at City Hall, 400 W. King Avenue, Kingsville, Texas 78363, for the purpose of considering the creation of Reinvestment Zone Number Three, City of Kingsville, Texas, located within the boundaries of the City and the City's extraterritorial jurisdiction.

All persons are invited to attend the hearing and speak for or against the creation of Tax Increment Reinvestment Zone Number Three, City of Kingsville, Texas, the proposed boundaries, or the concept of tax increment financing. Written or oral statements will be considered. The proposed boundaries are non-contiguous and consist of approximately 200 acres within two areas. Area #1 is generally located west and east of US Highway 77, south of E General Cavazos Boulevard, west of Brahma Boulevard, and north of FM 1717. Area #2 consists of Property ID 16494, legally described as K T & I CO, BLOCK 30, LOT PT 5. A more detailed legal description and boundary map of the proposed Reinvestment Zone Number Three, City of Kingsville, Texas, are on file and open for public inspection in the office of the City Secretary at City Hall, 400 W. King Avenue, Kingsville, Texas 78363. Questions or requests for additional information may be directed to Natalie Moore, David Pettit Economic Development, LLC, nmoore@dpedllc.com; 817-439-9515.

Proposed Tax Increment Reinvestment Zone #3

City of Kingsville, TX

NOVEMBER 25, 2024



DAVID PETTIT
Economic Development

PURPOSE

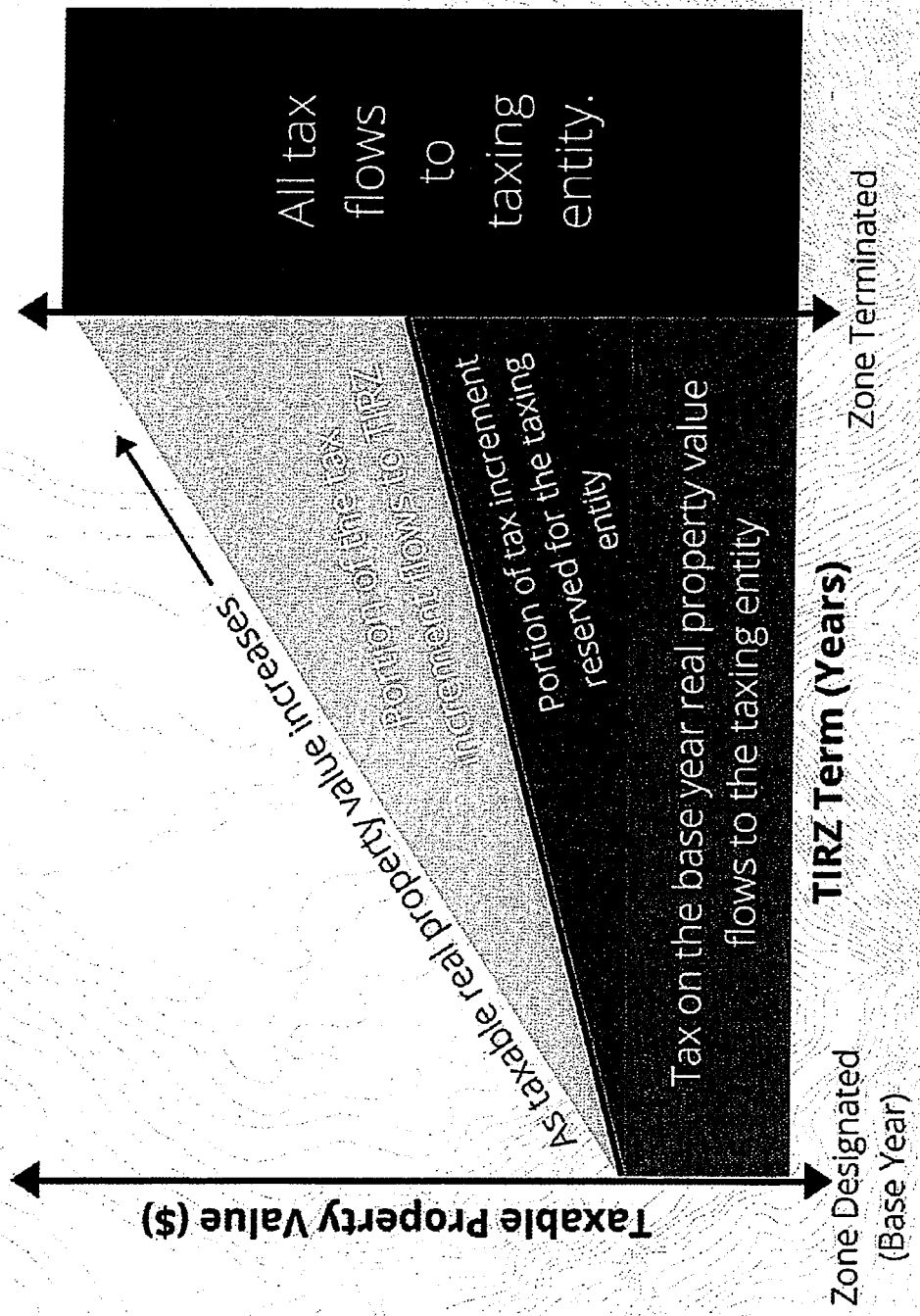
- Tax Increment Financing Concept
- Proposed Tax Increment Reinvestment Zone #3
- Next Steps
- Questions

TAX INCREMENT FINANCING

- Tax Increment Financing (TIF) is a tool that incentivizes economic development within a Tax Increment Reinvestment Zone (TIRZ)
- Governed by Tax Code, Chapter 311
- Hundreds of TIRZs have been created in the state of Texas
- Cities, alone or *in partnership with other taxing units*, can use this tool to pay for improvements in a zone so it will attract new development, facilitate investment, and bring excitement and energy to a designated area

TAX INCREMENT FINANCING

- Not a new tax on development
 - Redirects a portion of tax generated from new development within TIRZ



WHY CREATE A TIRZ?

- Private development activity expected to occur within a designated area
- Provides a funding source without impacting the current amount of general fund revenues for each participating taxing entity
- Ability to leverage revenues from taxable property within the TIRZ to generate a larger increment
- Attracts potential developers and investment into area that may not otherwise occur
- A TIRZ can pay for:
 - infrastructure;
 - public improvements;
 - economic development programs (Chapter 380); or
 - other projects benefiting the zone

TIRZ CREATION PROCESS

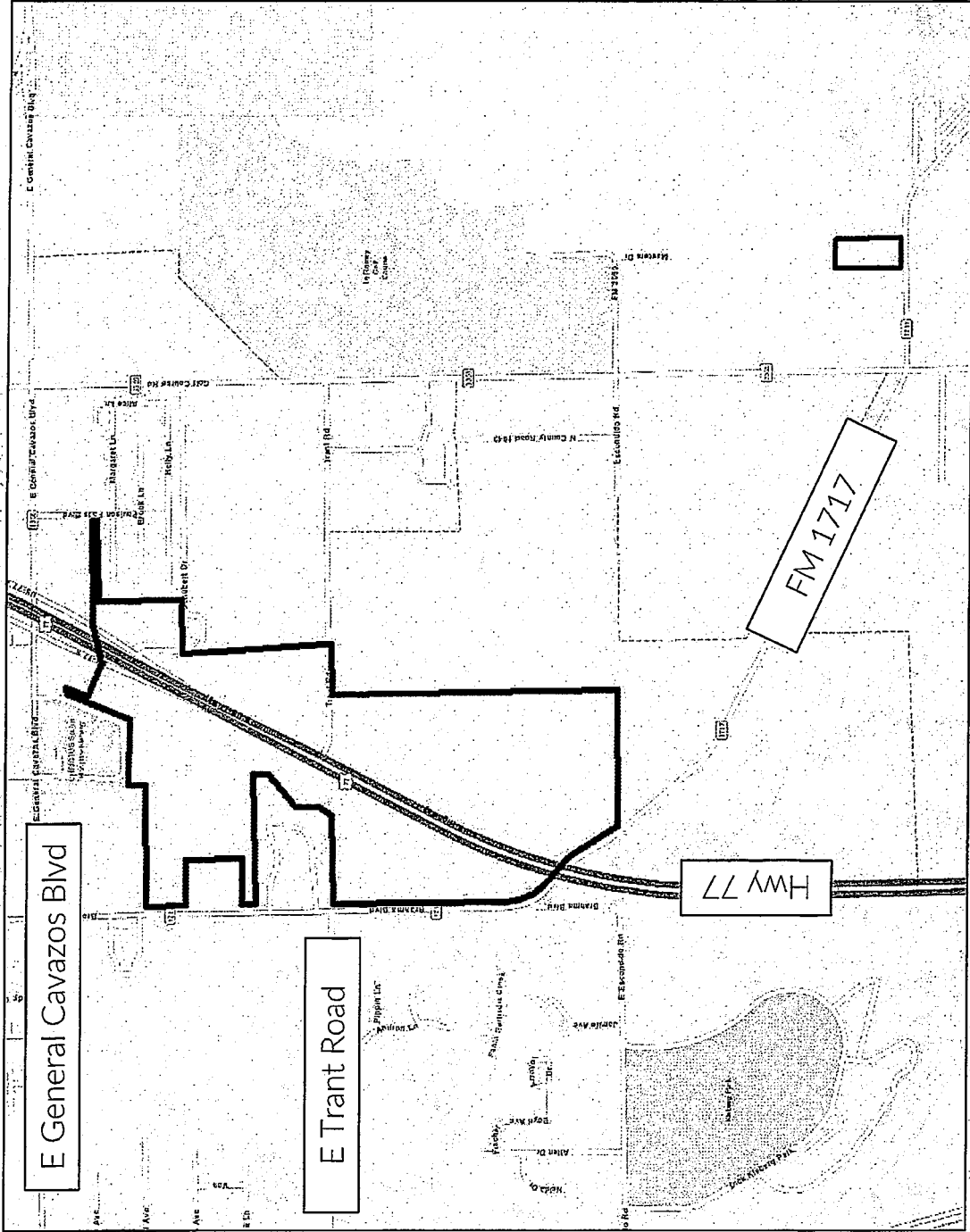
- Chapter 311 outlines the various procedures for creating and amending a TIRZ. Two main documents:
 1. Creation Ordinance
 2. TIRZ Project and Financing Plan

- Creation Ordinance establishes five key elements:
 - 1) Boundary; 2) Term; 3) TIRZ Board; 4) City Participation and 5) *Preliminary Project and Financing Plan*

- *Final Project and Financing Plan*
 - 1) After TIRZ creation the Final Project and Financing Plan is recommended by the TIRZ Board; and
 - 2) Approved the City Council by separate ordinance



PROPOSED TIRZ #3 - Boundaries



PROPOSED TIRZ #3 – Overview

- Goal is to encourage private development that will yield additional tax revenue to all taxing jurisdictions
- Consists of approximately 200 acres (noncontiguous)
- The base value would be as of January 1, 2024
- **30-year** term - December 31, 2054 (with final year's tax to be collected by September 1, 2055)
- Proposing that the **City participate at a rate of 50%** of its real property increment

PROPOSED TIRZ #3 – Anticipated Development

- DPED projects that retail and hotel development could occur during the life of the TIRZ, based on market trends, known planned development, and input from City staff

TIRZ #3	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value	Sales/SF	Incremental Sales
Retail	2028	22,000	\$	4,400,000	200	\$ 4,400,000
Retail	2028	5,000	\$	1,000,000	200	\$ 1,000,000
Retail	2028	25,000	\$	5,000,000	200	\$ 5,000,000
Retail	2028	25,000	\$	5,000,000	200	\$ 5,000,000
Retail	2028	62,365	\$	12,473,000	200	\$ 12,473,000
Retail	2028	5,700	\$	1,140,000	200	\$ 1,140,000
Retail	2028	16,385	\$	3,277,000	200	\$ 3,277,000
Retail	2028	10,000	\$	2,000,000	200	\$ 2,000,000
Retail	2028	12,860	\$	2,572,000	200	\$ 2,572,000
Retail	2028	10,000	\$	2,000,000	200	\$ 2,000,000
Retail	2028	16,445	\$	3,289,000	200	\$ 3,289,000
Retail	2028	11,970	\$	2,394,000	200	\$ 2,394,000
Retail	2030	4,550	\$	910,000	200	\$ 910,000
Retail	2032	15,200	\$	3,040,000	200	\$ 3,040,000
Retail	2034	14,500	\$	2,900,000	200	\$ 2,900,000
Restaurant	2028	6,500	\$	1,300,000	200	\$ 1,300,000
Restaurant	2030	6,400	\$	1,280,000	200	\$ 1,280,000
Restaurant	2032	6,635	\$	1,327,000	200	\$ 1,327,000
Restaurant	2034	5,525	\$	1,105,000	200	\$ 1,105,000
Hotel	2030	80	\$	5,600,000	-	\$ -
Retail	2030	30,000	\$	6,000,000	200	\$ 6,000,000
Total		312,115		\$ 68,007,000		\$ 62,407,000

PROPOSED TIRZ #3 – Participation

- Proposing the City of Kingsville would contribute 50% of the real property increment within the Zone, above a 2024 base
- The Anticipated Development is projected to generate **\$11.7 Million in TIRZ Revenue** to fund the Project Costs, over the 30 year term

Taxing Jurisdictions	Total Taxes Generated	TIRZ Participation	Net Benefit
City of Kingsville	\$71,497,838	\$11,682,345	\$59,815,493
Kleberg County	\$37,014,954	\$0	\$37,014,954
Kingsville ISD	\$42,796,829	\$0	\$42,796,829
South Texas Water Authority	\$1,993,433	\$0	\$1,993,433
Total	\$153,303,053	\$11,682,345	\$141,620,708

Taxing Jurisdictions	Total Taxes Generated	TIRZ Participation
City of Kingsville	\$71,497,838	\$11,682,345
Real Property	\$29,262,920	\$11,682,345
Hotel Occupancy Tax	\$7,552,385	\$0
Sales	\$29,780,568	\$0

PROPOSED TIRZ #3 – Project Costs

Proposed Project Costs - TIRZ #3		
Public Utilities	\$ 1,752,352	15%
<i>Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements</i>		
Parking and Transit Improvements	\$ 1,752,352	15%
Street and Intersection Improvements	\$ 1,752,352	15%
Pedestrian Enhancements	\$ 1,401,881	12%
<i>Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience</i>		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 1,168,234	10%
Economic Development Grants	\$ 3,504,703	30%
Administrative Costs	\$ 350,470	3.0%
Total	\$ 11,682,345	100%

- The categories listed in the table above are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.
- The costs illustrated are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item
- It is anticipated that the individual TIRZ project cost allocations will be evaluated on a case by case basis, consistent with the categories listed above, and brought forward to the TIRZ board and City Council for consideration

PROPOSED NEXT STEPS

- **November 25th: 1st Reading and Public Hearing Creation Ordinance**
- **December 9th: 2nd Reading and Consideration**
- Creation ordinance establishes five key elements:
 - Boundary;
 - Term;
 - TIRZ Board;
 - City Participation; and
 - Preliminary Project and Financing Plan
- **Spring 2025:** Upon TIRZ creation the Final Project and Financing Plans is approved by the TIRZ Board and then the City Council by separate ordinance

CITY OF KINGSVILLE, TEXAS

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, CREATING TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE, CITY OF KINGSVILLE, TEXAS.

WHEREAS, the City of Kingsville, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the corporate limits of the municipality or the extraterritorial jurisdiction (the "ETJ") of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Commission desires to promote the development of a certain contiguous geographic area in the City and the City's ETJ, which is more specifically described in *Exhibits "A"* and *"B"* of this Ordinance (the "Zone"), through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Three, City of Kingsville*, attached as *Exhibit C* (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on November 15, 2024, which date is before the seventh (7th) day before the public hearing held on November 25, 2024; and

WHEREAS, at the public hearing on November 25, 2024, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on November 25, 2024, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Commission, the public hearing was closed on November 25, 2024; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS.

That the City Commission, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the creation of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- (b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in *Exhibits "A"* and *"B"* will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and
- (c) That the proposed reinvestment zone, as defined in *Exhibits "A"* and *"B"*, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
 1. It is a geographic area located within the City limits of the City and the City's ETJ; and

2. That the City Commission further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

- (d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and
- (g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Commission hereby designates the area described and depicted in Exhibits "A" and "B" hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Three, City of Kingsville, Texas (hereinafter referred to as the "Zone").

SECTION 4. BOARD OF DIRECTORS.

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of five (5) members comprised of four (4) City Commission members and the Mayor.

The Mayor shall serve as chairman of the Board and the Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the tax increment fund may appoint one member of the board. The number of directors on the Board of Directors shall be increased by one for each taxing unit that appoints a director to the board; provided, that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Commission concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Commission for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Commission hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Tax Increment Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Commission hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2024, which is the year in which the Zone was designated as a reinvestment zone.

The TIF Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, and (ii) fifty percent (50%) of the City's tax increment, as defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any

time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION 7. TAX INCREMENT FUND.

That there is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

SECTION 8. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Commission at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Commission further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

INTRODUCED on this the 25th day of November, 2024.

PASSED AND APPROVED on this the 12th day of December, 2024.

Effective Date: _____

CITY OF KINGSVILLE

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

EXHIBIT A
BOUNDARY DESCRIPTION

The TIRZ is non-contiguous and consists of two areas, further described below.

Area #1

Beginning at the point where the eastern right of way boundary of Highway 77 meets the northwest corner of Property ID 33335, thence

East along the northern boundary of Property ID 33335, continuing south and then west along the boundary of Property ID 33335 to the point where the southeast corner of Property ID 10621 meets the northeast corner of Property ID 22312, thence

South along the eastern boundary of Property ID 22312 to the point it meets the northeast corner of Property ID 12190, thence

South along the eastern boundary of Property ID 12190 to the point it meets the northern right of way boundary of Trant Road, thence

South across Trant Road to the southern right of way boundary of Trant Road, thence

West along the southern right of way boundary of Trant Road to the point it meets the northeast corner of Property ID 42561, thence

South along the eastern boundary of Property ID 42561, continuing west along the southern boundary of Property ID 42561 to the point it meets the southeast corner of Property ID 17015, thence

West along the southern boundary of Property ID 17015 to the point it meets the eastern right of way boundary of FM 1717, thence

North along the eastern right of way of FM 1717/Brahma Boulevard to the point it meets the northwest corner of Property ID 13841, thence

West along the northern boundary of Property ID 13841 to the point it meets the southwest corner of 30949, thence

North along the western boundary of Property ID 30949 to the point it meets the southern boundary of Property ID 19114, thence

West along the southern boundary of Property ID 19114, continuing along the boundary of Property ID 19114 to the point it meets the southern boundary of Property ID 10621, thence

West along the southern boundary of Property ID 10621, continuing along the boundary of Property ID 10621 to the point it meets the northwest corner of Property ID 46276, thence

East along the northern boundary of Property ID 46276 to the point the northeast corner of Property ID 46276 meets the western right of way boundary of Highway 77, thence

East across Highway 77 to the point where the eastern right of way boundary of Highway 77 meets the northwest corner of Property ID 33335, which is the point of beginning.

EXHIBIT A

BOUNDARY DESCRIPTION (CONTINUED)

Area #2

Consisting of Property ID 16494, legally described as K T & I CO, BLOCK 30, LOT PT 5.

EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Tax Increment Reinvestment Zone #3 City of Kingsville, Texas

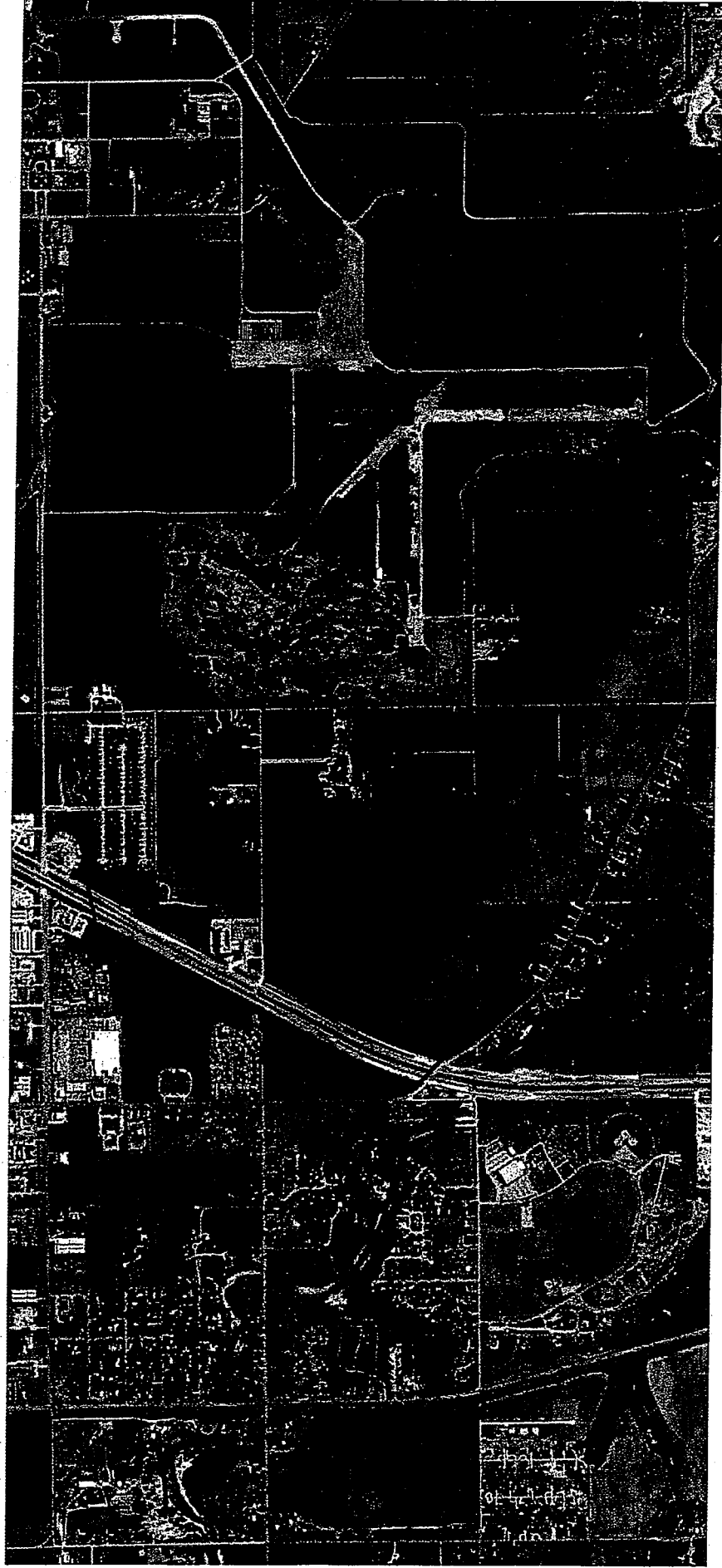


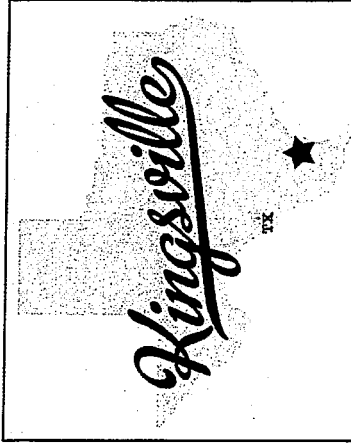
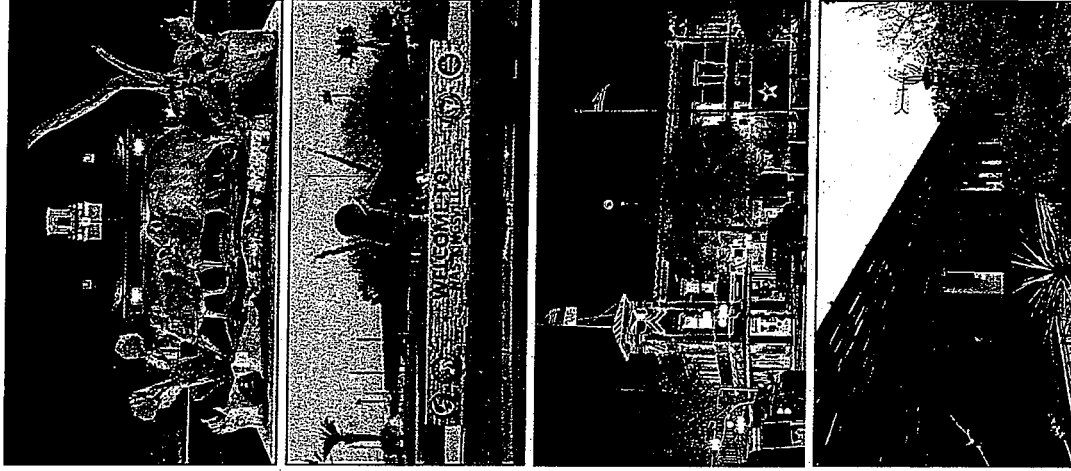
Table of Contents

- Introduction 1
- TIRZ Boundary 2
- Current Conditions 3
- Proposed Development 5
- Project Costs 6
- Financial Feasibility Analysis 8
- Terms and Conditions 15
- Appendix A 16

DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Kingsville, TX, located in Kleberg County, is positioned between the Texas Gulf Coast on the east and the Brush Country on the west. Kingsville is home to nearly 25,000 people and is also home to a leading public research university, Texas A&M Kingsville, a Naval Air Station and several Fortune 500 industrial companies.

Kingsville's proximity to major highways is a plus for this community that promotes itself as "A Main Street Community." The city sits just off U.S. Highway 77, which is a major corridor from Texas to Mexico. Highway 77, soon to become a part of the I-69 corridor, is a busy road. Both local and national truck carriers provide inbound and outbound service through connecting lines from San Antonio, Houston and Dallas. Shipments to and from the Ports of Corpus Christi and Houston are convenient to Kingsville by truck. The city is also served with incoming and outgoing rail service by the Union Pacific Railroad. Kingsville is located 38 miles southwest of Corpus Christi International Airport, and is served by American, Southwest and United Airlines. Kingsville is also immediately accessible when you fly into Kleberg County Airport.

Kingsville proudly offers a diverse selection of outdoor activities, restaurants, and retail establishments for visitors and locals alike. Tour one of our many historic museums, exciting planned events, or local attractions and enjoy an unforgettable excursion off the beaten path.



TIRZ Boundary

Boundary Description

TIRZ #3 consists of approximately 200 acres. The TIRZ is non-contiguous and consists of two areas, further described below. Area #1 is located within the City limits, and Area #2 is located within the City's ETJ.

Legal Description TIRZ #3

Area #1

Beginning at the point where the eastern right of way boundary of Highway 77 meets the northwest corner of Property ID 33335, thence

East along the northern boundary of Property ID 33335, continuing south and then west along the boundary of Property ID 33335 to the point where the southeast corner of Property ID 10621 meets the northeast corner of Property ID 22312, thence

South along the eastern boundary of Property ID 22312 to the point it meets the northeast corner of Property ID 12190, thence

South along the eastern boundary of Property ID 12190 to the point it meets the northern right of way boundary of Trant Road, thence

South across Trant Road to the southern right of way boundary of Trant Road, thence

West along the southern right of way boundary of Trant Road to the point it meets the northeast corner of Property ID 42561, thence

South along the eastern boundary of Property ID 42561, continuing west along the southern boundary of Property ID 42561 to the point it meets the southeast corner of Property ID 17015, thence

West along the southern boundary of Property ID 17015 to the point it meets the eastern right of way boundary of FM 1717, thence

North along the eastern right of way of FM 1717/Brahma Boulevard to the point it meets the northwest corner of Property ID 13841, thence

West along the northern boundary of Property ID 13841 to the point it meets the southwest corner of 30949, thence

North along the western boundary of Property ID 30949 to the point it meets the southern boundary of Property ID 19114, thence

West along the southern boundary of Property ID 19114, continuing along the boundary of Property ID 19114 to the point it meets the southern boundary of Property ID 10621, thence

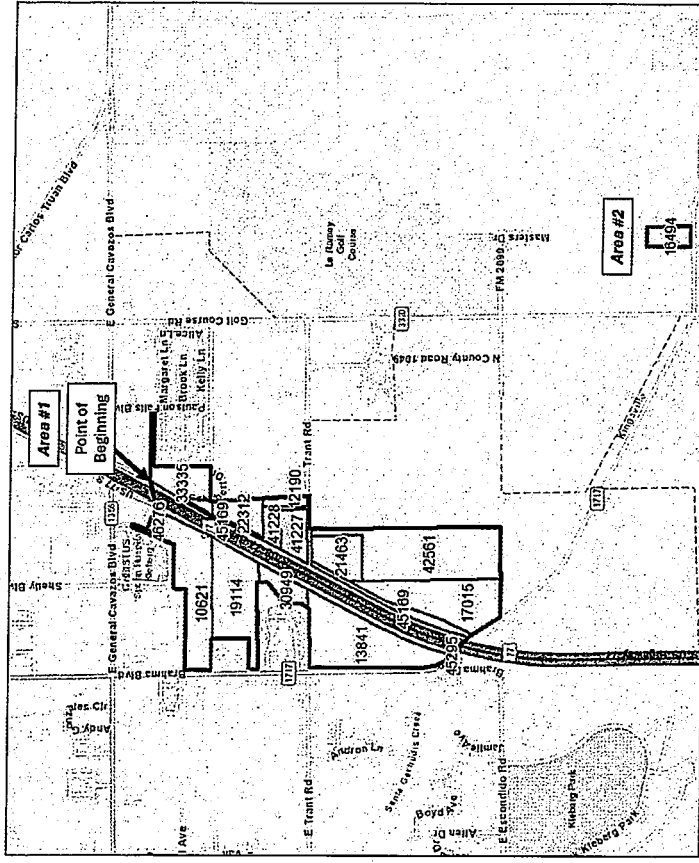
West along the southern boundary of Property ID 10621, continuing along the boundary of Property ID 10621 to the point it meets the northwest corner of Property ID 46276, thence

East along the northern boundary of Property ID 46276 to the point the northeast corner of Property ID 46276 meets the western right of way boundary of Highway 77, thence

East across Highway 77 to the point where the eastern right of way boundary of Highway 77 meets the northwest corner of Property ID 33335, which is the point of beginning.

Area #2

Consisting of Property ID 16494, within the City's ETJ, and legally described as K T & I CO, BLOCK 30, LOT PT 5.



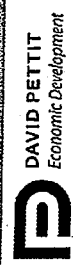
Proposed Development

Anticipated Development

The land within the zone is well positioned for future development and redevelopment. The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends, known planned development, and input from City staff. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

TIRZ #3	Projected Completion Date	Units/SF	RP Taxable Value per Unit/SF	Incremental Value	Sales/SF	Incremental Sales
Retail	2028	22,000	\$	4,400,000	\$	200 \$ 4,400,000
Retail	2028	5,000	\$	1,000,000	\$	200 \$ 1,000,000
Retail	2028	25,000	\$	5,000,000	\$	200 \$ 5,000,000
Retail	2028	25,000	\$	5,000,000	\$	200 \$ 5,000,000
Retail	2028	62,365	\$	12,473,000	\$	200 \$ 12,473,000
Retail	2028	5,700	\$	1,140,000	\$	200 \$ 1,140,000
Retail	2028	16,385	\$	3,277,000	\$	200 \$ 3,277,000
Retail	2028	10,000	\$	2,000,000	\$	200 \$ 2,000,000
Retail	2028	12,860	\$	2,572,000	\$	200 \$ 2,572,000
Retail	2028	10,000	\$	2,000,000	\$	200 \$ 2,000,000
Retail	2028	16,445	\$	3,289,000	\$	200 \$ 3,289,000
Retail	2028	11,970	\$	2,394,000	\$	200 \$ 2,394,000
Retail	2030	4,550	\$	910,000	\$	200 \$ 910,000
Retail	2032	15,200	\$	3,040,000	\$	200 \$ 3,040,000
Retail	2034	14,500	\$	2,900,000	\$	200 \$ 2,900,000
Restaurant	2028	6,500	\$	1,300,000	\$	200 \$ 1,300,000
Restaurant	2030	6,400	\$	1,280,000	\$	200 \$ 1,280,000
Restaurant	2032	6,635	\$	1,327,000	\$	200 \$ 1,327,000
Restaurant	2034	5,525	\$	1,105,000	\$	200 \$ 1,105,000
Hotel	2030	80	\$	5,600,000	\$	- \$ -
Retail	2030	30,000	\$	6,000,000	\$	200 \$ 6,000,000
Total		312,115		\$ 68,007,000		\$ 62,407,000

*\$68,007,000 represents the estimated 2024 taxable value of the Anticipated Development. The Anticipated Development is projected to generate \$11,682,345 in TIRZ Revenue to fund the Project Costs outlined on Page 6.



Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Incremental Reinvestment Zone #3 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #3		
Public Utilities	\$ 1,752,352	15%
<i>Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements</i>		
Parking and Transit Improvements	\$ 1,752,352	15%
Street and Intersection Improvements	\$ 1,752,352	15%
Pedestrian Enhancements	\$ 1,401,881	12%
<i>Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience</i>		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 1,168,234	10%
Economic Development Grants	\$ 3,504,703	30%
Administrative Costs	\$ 350,470	3.0%
Total	\$ 11,682,345	100%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The project costs listed above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$11,682,345 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Project Costs

Public Utilities Includes but is not limited to:

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: Many areas within the TIRZ have an aging infrastructure, making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater.

Parking and Transit Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding; parking meters/kiosks and electrical charging stations. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements and Pedestrian Enhancements: The TIRZ will encourage the construction of multi-functional, pedestrian-oriented, aesthetically-pleasing, safe, and inviting street for residents and visitors. Creating a pleasing public realm supports and encourages a wide variety of new development and investment. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting. This includes public art and other amenities that enhance the pedestrian experience.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.



Financial Feasibility Analysis

Method of Financing

To fund the public improvements outlined on the previous page, the City of Kingsville will contribute 50% of the real property increment within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the city and other taxing jurisdictions with economic benefits that would not occur without its implementation.

TIRZ #3	Real Property Tax - 2024 Rates	Participation
	City of Kingsville	50%
	Kleberg County	0%
	Kingsville ISD	0%
	South Texas Water Authority	0%
	3.01796500	0.38500000

	Personal Property Tax	Participation
	City of Kingsville	0%
	Kleberg County	0%
	Kingsville ISD	0%
	South Texas Water Authority	0%
	3.01796500	0.00000000

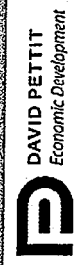
	Sales Tax	Participation
	City of Kingsville	0%
	Kleberg County	0%
	0.02000000	0.00000000



Financial Feasibility Analysis - Development Worksheet

Tax Revenue Projections

Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050				
TOTAL TAX REVENUE	1,234,567	1,345,678	1,456,789	1,567,890	1,678,901	1,789,012	1,890,123	1,901,234	1,912,345	1,923,456	1,934,567	1,945,678	1,956,789	1,967,890	1,978,901	1,989,012	1,990,123	1,991,234	1,992,345	1,993,456	1,994,567	1,995,678	1,996,789	1,997,890	1,998,901	1,999,012	2,000,123	2,001,234	2,002,345	2,003,456	2,004,567	2,005,678	2,006,789	2,007,890	2,008,901	2,009,012	2,010,123				
LOCAL TAX REVENUE	800,000	850,000	900,000	950,000	1,000,000	1,050,000	1,100,000	1,150,000	1,200,000	1,250,000	1,300,000	1,350,000	1,400,000	1,450,000	1,500,000	1,550,000	1,600,000	1,650,000	1,700,000	1,750,000	1,800,000	1,850,000	1,900,000	1,950,000	2,000,000	2,050,000	2,100,000	2,150,000	2,200,000	2,250,000	2,300,000	2,350,000	2,400,000	2,450,000	2,500,000	2,550,000	2,600,000	2,650,000	2,700,000		
STATE TAX REVENUE	400,000	420,000	440,000	460,000	480,000	500,000	520,000	540,000	560,000	580,000	600,000	620,000	640,000	660,000	680,000	700,000	720,000	740,000	760,000	780,000	800,000	820,000	840,000	860,000	880,000	900,000	920,000	940,000	960,000	980,000	1,000,000	1,020,000	1,040,000	1,060,000	1,080,000	1,100,000	1,120,000	1,140,000	1,160,000	1,180,000	
FEDERAL TAX REVENUE	234,567	256,789	278,901	300,123	321,234	342,345	363,456	384,567	405,678	426,789	447,890	468,901	489,012	510,123	531,234	552,345	573,456	594,567	615,678	636,789	657,890	678,901	699,012	720,123	741,234	762,345	783,456	804,567	825,678	846,789	867,890	888,901	909,012	930,123	951,234	972,345	993,456	1,014,567	1,035,678	1,056,789	1,077,890



Financial Feasibility Analysis - Anticipated TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED PROPERTY VALUES AND TAX REVENUES, INCENTIVE BASED ON PROPOSED PARTICIPATION

TABLE 1: BASE YEAR GROWTH
INCENTIVE RATE

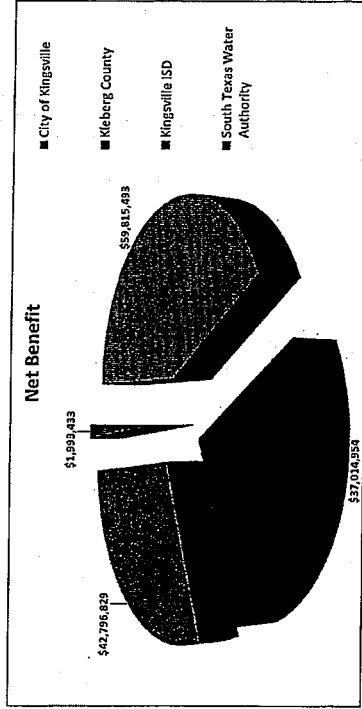
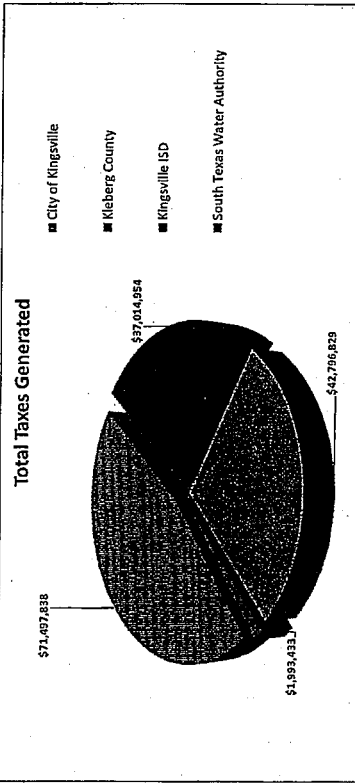
REVENUE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
City of Pflugk	5,913,849	6,131,464	6,359,079	6,586,694	6,814,309	7,041,924	7,269,539	7,497,154	7,724,769	7,952,384	8,179,999	8,407,614	8,635,229	8,862,844	9,090,459	9,318,074	9,545,689	9,773,304	10,000,919	10,228,534	10,456,149	10,683,764	10,911,379	11,138,994	11,366,609	11,594,224	11,821,839	12,049,454	12,277,069	12,504,684	12,732,299	12,959,914	13,187,529	13,415,144	13,642,759	13,870,374	14,097,989	14,325,604	14,553,219	14,780,834	15,008,449	15,236,064	15,463,679	15,691,294	15,918,909	16,146,524	16,374,139	16,601,754	16,829,369	17,056,984	17,284,600	17,512,215	17,739,830	17,967,445	18,195,060	18,422,675	18,650,290	18,877,905	19,105,520	19,333,135	19,560,750	19,788,365	20,015,980	20,243,595	20,471,210	20,698,825	20,926,440	21,154,055	21,381,670	21,609,285	21,836,900	22,064,515	22,292,130	22,519,745	22,747,360	22,974,975	23,202,590	23,430,205	23,657,820	23,885,435	24,113,050	24,340,665	24,568,280	24,795,895	25,023,510	25,251,125	25,478,740	25,706,355	25,933,970	26,161,585	26,389,200	26,616,815	26,844,430	27,072,045	27,299,660	27,527,275	27,754,890	27,982,505	28,210,120	28,437,735	28,665,350	28,892,965	29,120,580	29,348,195	29,575,810	29,803,425	30,031,040	30,258,655	30,486,270	30,713,885	30,941,500	31,169,115	31,396,730	31,624,345	31,851,960	32,079,575	32,307,190	32,534,805	32,762,420	32,990,035	33,217,650	33,445,265	33,672,880	33,900,495	34,128,110	34,355,725	34,583,340	34,810,955	35,038,570	35,266,185	35,493,800	35,721,415	35,949,030	36,176,645	36,404,260	36,631,875	36,859,490	37,087,105	37,314,720	37,542,335	37,769,950	37,997,565	38,225,180	38,452,795	38,680,410	38,908,025	39,135,640	39,363,255	39,590,870	39,818,485	40,046,100	40,273,715	40,501,330	40,728,945	40,956,560	41,184,175	41,411,790	41,639,405	41,867,020	42,094,635	42,322,250	42,549,865	42,777,480	43,005,095	43,232,710	43,460,325	43,687,940	43,915,555	44,143,170	44,370,785	44,598,400	44,826,015	45,053,630	45,281,245	45,508,860	45,736,475	45,964,090	46,191,705	46,419,320	46,646,935	46,874,550	47,102,165	47,329,780	47,557,395	47,785,010	48,012,625	48,240,240	48,467,855	48,695,470	48,923,085	49,150,700	49,378,315	49,605,930	49,833,545	50,061,160	50,288,775	50,516,390	50,744,005	50,971,620	51,199,235	51,426,850	51,654,465	51,882,080	52,109,695	52,337,310	52,564,925	52,792,540	53,020,155	53,247,770	53,475,385	53,702,900	53,930,515	54,158,130	54,385,745	54,613,360	54,840,975	55,068,590	55,296,205	55,523,820	55,751,435	55,979,050	56,206,665	56,434,280	56,661,895	56,889,510	57,117,125	57,344,740	57,572,355	57,799,970	58,027,585	58,255,200	58,482,815	58,710,430	58,938,045	59,165,660	59,393,275	59,620,890	59,848,505	60,076,120	60,303,735	60,531,350	60,758,965	60,986,580	61,214,195	61,441,810	61,669,425	61,897,040	62,124,655	62,352,270	62,579,885	62,807,500	63,035,115	63,262,730	63,490,345	63,717,960	63,945,575	64,173,190	64,400,805	64,628,420	64,856,035	65,083,650	65,311,265	65,538,880	65,766,495	65,994,110	66,221,725	66,449,340	66,676,955	66,904,570	67,132,185	67,359,800	67,587,415	67,815,030	68,042,645	68,270,260	68,497,875	68,725,490	68,953,105	69,180,720	69,408,335	69,635,950	69,863,565	70,091,180	70,318,795	70,546,410	70,774,025	71,001,640	71,229,255	71,456,870	71,684,485	71,912,100	72,139,715	72,367,330	72,594,945	72,822,560	73,050,175	73,277,790	73,505,405	73,733,020	73,960,635	74,188,250	74,415,865	74,643,480	74,871,095	75,098,710	75,326,325	75,553,940	75,781,555	76,009,170	76,236,785	76,464,400	76,692,015	76,919,630	77,147,245	77,374,860	77,602,475	77,830,090	78,057,705	78,285,320	78,512,935	78,740,550	78,968,165	79,195,780	79,423,395	79,651,010	79,878,625	80,106,240	80,333,855	80,561,470	80,789,085	81,016,700	81,244,315	81,471,930	81,699,545	81,927,160	82,154,775	82,382,390	82,609,005	82,836,620	83,064,235	83,291,850	83,519,465	83,747,080	83,974,695	84,202,310	84,429,925	84,657,540	84,885,155	85,112,770	85,340,385	85,567,900	85,795,515	86,023,130	86,250,745	86,478,360	86,705,975	86,933,590	87,161,205	87,388,820	87,616,435	87,844,050	88,071,665	88,299,280	88,526,895	88,754,510	88,982,125	89,209,740	89,437,355	89,664,970	89,892,585	90,120,200	90,347,815	90,575,430	90,803,045	91,030,660	91,258,275	91,485,890	91,713,505	91,941,120	92,168,735	92,396,350	92,623,965	92,851,580	93,079,195	93,306,810	93,534,425	93,762,040	93,989,655	94,217,270	94,444,885	94,672,500	94,899,115	95,126,730	95,354,345	95,581,960	95,809,575	96,037,190	96,264,805	96,492,420	96,720,035	96,947,650	97,175,265	97,402,880	97,630,495	97,858,110	98,085,725	98,313,340	98,540,955	98,768,570	98,996,185	99,223,800	99,451,415	99,679,030	99,906,645	100,134,260	100,361,875	100,589,490	100,817,105	101,044,720	101,272,335	101,499,950	101,727,565	101,955,180	102,182,795	102,410,410	102,638,025	102,865,640	103,093,255	103,320,870	103,548,485	103,776,100	104,003,715	104,231,330	104,458,945	104,686,560	104,914,175	105,141,790	105,369,405	105,597,020	105,824,635	106,052,250	106,279,865	106,507,480	106,735,095	106,962,710	107,190,325	107,417,940	107,645,555	107,873,170	108,100,785	108,328,400	108,556,015	108,783,630	109,011,245	109,238,860	109,466,475	109,694,090	109,921,705	110,149,320	110,376,935	110,604,550	110,832,165	111,059,780	111,287,395	111,515,010	111,742,625	111,970,240	112,197,855	112,425,470	112,653,085	112,880,700	113,108,315	113,335,930	113,563,545	113,791,160	114,018,775	114,246,390	114,474,005	114,701,620	114,929,235	115,156,850	115,384,465	115,612,080	115,839,695	116,067,310	116,294,925	116,522,540	116,750,155	116,977,770	117,205,385	117,432,900	117,660,515	117,888,130	118,115,745	118,343,360	118,570,975	118,798,590	119,026,205	119,253,820	119,481,435	119,709,050	119,936,665	120,164,280	120,391,895	120,619,510	120,847,125	121,074,740	121,302,355	121,529,970	121,757,585	121,985,200	122,212,815	122,440,430	122,668,045	122,895,660	123,123,275	123,350,890	123,578,505	123,806,120	124,033,735	124,261,350	124,488,965	124,716,580	124,944,195	125,171,810	125,399,425	125,627,040	125,854,655	126,082,270	126,309,885	126,537,500	126,765,115	126,992,730	127,220,345	127,447,960	127,675,575	127,903,190	128,130,805	128,358,420	128,586,035	128,813,650	129,041,265	129,268,880	129,496,495	129,724,110	129,951,725	130,179,340	130,406,955	130,634,570	130,862,185	131,089,800	131,317,415	131,545,030	131,772,645	132,000,260	132,227,875	132,455,490	132,683,105	132,910,720	133,138,335	133,365,950	133,593,565	133,821,180	134,048,795	134,276,410	134,504,025	134,731,640	134,959,255	135,186,870	135,414,485	135,642,100	135,869,715	136,097,330	136,324,945	136,552,560	136,780,175	137,007,790	137,235,405	137,463,020	137,690,635	137,918,250	138,145,865	138,373,480	138,601,095	138,828,710	139,056,325	139,283,940	139,511,555	139,739,170	139,966,785	140,194,400	140,422,015	140,649,630	140,877,245	141,104,860	141,332,475	141,560,090	141,787,705	142,015,320	142,242,935	142,470,550	142,698,165	142,925,780	143,153,395	143,381,010	143,608,625	143,836,240	144,063,855	144,291,470	144,519,085	144,746,700	144,974,315	145,201,930	145,429,545	145,657,160	145,884,775	146,112,390	146,339,005	146,566,620	146,794,235	147,021,850	147,249,465	147,477,080	147,704,695	147,932,310	148,159,925	148,387,540	148,615,155	148,842,770	149,070,385	149,297,900	149,525,515	149,753,130	149,980,745	150,208,360	150,435,975	150,663,590	150,891,205	151,118,820	151,346,435	151,574,050	151,801,665	152,029,280	152,256,895	152,484,510	152,712,125	152,939,740	153,167,355	153,394,970	153,622,585	153,850,200	154,077,815	154,305,430	154,533,045	154,760,660	154,988,275	155,215,890	155,443,505	155,671,120	155,898,735	156,126,350	156,353,965	156,581,580	156,809,195	157,036,810	157,264,425	157,492,040	157,719,655	157,947,270	158,174,885	158,402,500	158,630,115	158,857,730	159,085,345	159,312,960	159,540,575	159,768,190	159,995,805	160,223,420	160,451,035	160,678,650	160,906,265	161,133,880	161,361,495	161,589,110	161,816,725	162,044,340	162,271,955	162,499,570	162,727,185	162,954,800	163,182,415	163,410,030	163,637,645	163,865,260	164,092,875	164,320,490	164,548,105	164,775,720	165,003,335	165,230,950	165,458,565	165,686,180	165,913,795	166,141,410	166,369,025	166,596,640	166,824,255	167,051,870	167,279,485	167,507,100	167,734,715	167,962,330	168,189,945	168,417,560	168,645,175	168,872,790	169,100,405	169,328,020	169,555,635	169,783,250	170,010,865	170,238,480	170,466,095	170,693,710

Financial Feasibility Analysis - Summary

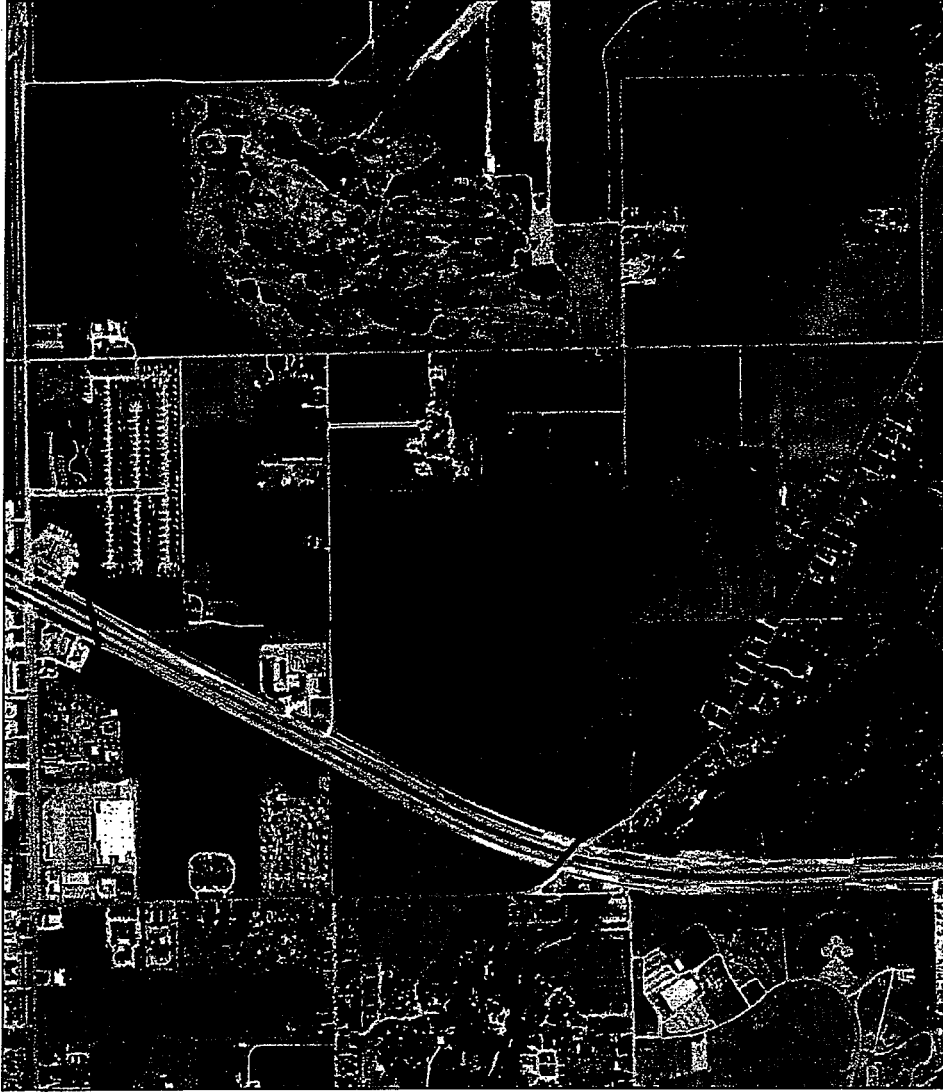
Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIRZ Participation	Net Benefit
City of Kingsville	\$71,497,838	\$11,662,345	\$59,815,493
Kleberg County	\$37,014,954	\$0	\$37,014,954
Kingsville ISD	\$42,796,829	\$0	\$42,796,829
South Texas Water Authority	\$1,993,433	\$0	\$1,993,433
Total	\$153,303,053	\$11,662,345	\$141,620,708

Taxing Jurisdictions	Total Taxes Generated	Participation
City of Kingsville	\$71,497,838	\$11,662,345
Real Property	\$29,567,630	\$0
Hotel Occupancy Tax	\$7,952,955	\$0
Sales	\$35,077,630	\$0



Terms and Conditions



Length of TIRZ #3 in Years:

The TIRZ has a 30 year term and is scheduled to end on December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Owner Name	Acres	Legal Description	Estimated Taxable Value
10621	WEST PAUL M	29.361	KT & I CO, BLOCK 22, LOT PT 3, 4, ACRES 29.361	\$ 11,100
12190	SMITH & SULLIVAN INC	1.99	KT & I CO, BLOCK 22, LOT PT 6, (S/E COR 140 X 620), ACRES 1.99	\$ 6,370
13841	TEXAN STORE PROPERTIES LLC	28.53	KT & I CO, BLOCK 22, LOT PT 12-13, ACRES 28.530	\$ 1,626,210
16494	CITY OF KINGSVILLE	5	KT & I CO, BLOCK 30, LOT PT 5, (EX E M P T), (WASTE WATER SOUTH PLANT)	\$ -
17015	TEXAN STORE PROPERTIES LLC	24.36	KT & I CO, BLOCK 22, LOT PT 12-13, ACRES 24.36	\$ 2,940
19114	T & R TRUST	22.01	KT & I CO, BLOCK 22, LOT PT 5, 6, ACRES 22.01	\$ 8,320
21463	TEXAS STORE PROPERTIES LLC	9.299	KT & I CO, BLOCK 22, LOT PT 11, ACRES 9.299	\$ 3,520
22312	J L BARTH COMPANY	6.643	KT & I CO, BLOCK 22, LOT 6.643 ACS OF PT 6, ACRES 6.643	\$ 2,510
30949	WESTERN KINGSVILLE LTD	5.659	HUNTERS COVE, LOT 2, ACRES 5.659	\$ 331,720
33335	HENNESSEY KINGSVILLE INVESTMENT LLC	12.816	KT & I CO, BLOCK 22, LOT PT 1, PT 2, ACRES 12.816	\$ 4,950
41227	LAKSHMI LTD	5.7041	ABINCO IND PARK 1 (AMENDED REPLAT), LOT 2, (HWY 77 ONE STOP & 77 RV PARK), ACRES 5.7041	\$ 1,386,580
41228	DAITA MANGLAM HOSPITALITY LLC	3.5279	ABINCO IND PARK 1 (AMENDED REPLAT), LOT 1, (KNIGHTS INN), ACRES 3.5279	\$ 699,264
42561	PRAKRUTHI LLC	40.33	KT & I CO, BLOCK 22, LOT PT 11, 14, ACRES 40.33	\$ 14,240
45169	TEXAS DEPT OF TRANSPORTATION	3.896	KT & I CO, BLOCK 22, LOT PT 3, PT 6, PT 11-13, (ROW), (FOR INFO ONLY), ACRES 3.896	\$ -
45295	TEXAS DEPT OF TRANSPORTATION	0.026	KT & I CO, BLOCK 22, LOT PT 12-13, (ROW), (FOR INFO ONLY), ACRES 0.026	\$ -
46276	BRAZOS DE SANTOS PARTNERS LTD	1.148	BILL MILLER BAR-B-Q, BLOCK 1, LOT 3, ACRES 1.148	\$ 36,740



AGENDA ITEM #2



**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Deborah Balli, Finance Director
DATE: November 6, 2024
SUBJECT: BA #08 - Request to roll end of year purchase orders for items ordered or projects started in FY 23-24 that are expected to be received or completed in FY 24-25.

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, 2024. 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 242441 – Lane lines for Brookshire Pool - \$7,374.87
- Fund 001 – PO 242400 – Ballistic vests - \$42,960.85
- Fund 001 – PO 242481 – Backpack for vests - \$2,460.00
- Fund 005 – PO 242226 – K9 badges for Nicky, Krachel & Luca - \$417.50
- Fund 051 – PO 240276 – Balance of change order - \$6,144.64
- Fund 093 – PO 242115 – Ballfield scoreboard - \$8,980.00
- Fund 125 - PO 241983 – Balance of 18" water line repair - \$83,800.00
- Fund 125 – PO 240545 – Balance of water meter project funding - \$537,772.26
- Fund 128 - PO 231640 – Balance of Location #8 Loan portion of project - \$100,570.00
- Fund 141 – PO 240545 – Balance of water meter project funding - \$126,763.05
- Fund 151 – PO 240859 – (3) 14-yard dump trucks - \$416,045.16
- Fund 151 – PO 240855 – 2024 Etnyre centennial distributor - \$278,743.15



**City of Kingsville
Finance Department**

- Fund 151-PO 240858 – (2) residential garbage trucks, (1) commercial garbage truck & (3) brush trucks - \$1,324,825.94
- Total Rolled Over Purchase Orders - \$2,936,857.42

Failure to roll forward the budgets for the rolled purchase orders will require current FY 24-25 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 23-24.

Recommendation:

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

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO SETUP BUDGET FOR ROLLED OVER PURCHASE ORDERS.

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 2024-2025 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#8**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Expenditures - 5					
4513	Recreation	Minor Equipment	21700	\$7,374.87	
2102	Patrol	Minor Equipment	21700	\$42,960.85	
2102	Patrol	Minor Equipment	21700	\$2,460.00	
Fund 005 – PD Seizure Fund					
2100	Police	Minor Equipment	21700	\$417.50	
Fund 051 – Utility Fund					
7001	North Plant	Sewer Line	55100	\$6,144.64	
Fund 093 – Park Maintenance Fund					
4503	Park Maint	Grounds & Perm Fixtures	59100	8,980.00	
Fund 125 – UF ARP					
6001	Water Const	Professional Services	31400	\$83,800.00	
6001	Water Const	Utility Plant	54300	\$537,772.26	
Fund 128 – TWDB Location #8 Fund					
8600	Drainage	Drainage-Loan	71600	\$100,570.00	

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 141 – CO Series 2023 UF					
6001	Water Const	Utility Plant	54300	\$126,763.05	
Fund 151 – CO Series 2023A GF					
3050	Street	Machinery & Equipment	71200	\$416,045.16	
3050	Street	Machinery & Equipment	71200	\$278,743.15	
1702	Sanitation	Machinery & Equipment	71200	\$1,324,825.94	

[To amend the City of Kingsville FY 24-25 budget to setup budget for rolled over purchase orders. Funding will come from the unappropriated fund balance of the associated fund. Rolled over Purchase Orders include:

- 242441 – Lane lines for Brookshire Pool - \$7,374.87
- 242400 – Ballistic vests - \$42,960.85
- 242481 – Backpack for vests - \$2,460.00
- 242226 – K9 badges for Nicky, Krachel & Luca - \$417.50
- 240276 – Balance of change order - \$6,144.64
- 242115 – Ballfield scoreboard - \$8,980.00
- 241983 – Balance of 18" water line repair - \$83,800.00
- 231640 – Balance of Location #8 Loan portion of project - \$100,570.00
- 240545 – Balance of water meter project funding in Fund 141 - \$126,763.05
- 240545 – Balance of water meter project funding in Fund 125 - \$537,772.26
- 240859 – (3) 14-yard dump trucks - \$416,045.16
- 240855 – 2024 Etnyre centennial distributor - \$278,743.15
- 240858 – (2) residential garbage trucks, (1) commercial garbage truck & (3) brush trucks - \$1,324,825.94]

II.

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

III.

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

IV.

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

INTRODUCED on this the 25th day of November 2024.

PASSED AND APPROVED on this the 9th day of December 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO APPROPRIATE FUNDING RECEIVED ON THE SALE OF THE OLD HOSPITAL PROPERTY.

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 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#19

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues</u>					
0000	Non Dept	Sale of City Property	91000	\$175,000.00	
<u>Expenditures</u>					
1030	City Special	Professional Services	31400	\$12,802.05	

[To amend the City of Kingsville FY 24-25 budget to appropriate funding received from the sale of the Old Hospital property located in the 400 Block of West Caesar Ave., which closed on November 18, 2024. Funding proceeds will increase the General Fund unappropriated fund balance.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 25th day of November 2024.

PASSED AND APPROVED on this the 9th day of December 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

**City of Kingsville
Purchasing Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa, Purchasing Manager
DATE: November 8, 2024
SUBJECT: Budget Amendment for Emergency Repairs to Station 2 Plumbing

Summary:

This item authorizes the approval of a Budget Amendment in the amount of \$12,800.00 to cover emergency repairs to the main plumbing line at Fire Station 2 in the Facilities Line Item.

Background:

Facilities is requesting a budget amendment to cover emergency repairs to plumbing main at Fire Station 2. Staff contacted Rodriguez Plumbing of Kingsville to work on it and they have kept the main clear until recently. Fire Station 2 is approximately 85 years old and the original cast iron plumbing has exceeded the life expectancy of the plumbing main. The total amount to tunnel and replace plumbing main with schedule 40 PVC will be \$ 12,800.00, please see attached quote. It is vital to have a fully functioning plumbing system, which houses critical staff.

Financial Impact:

Staff is requesting that additional funds be transferred from fund 001-5-1030-86000 Budget Amendment Reserves to 1805 Facilities, Fund #51100 Building Maintenance City in the amount of \$12,800.00.

Recommendation:

It is recommended the City Commission approve: 1) the emergency repair to the plumbing main, and 2) the Budget Amendment for emergency repairs to the plumbing main at Fire Station 2.





627 N. 14th Street, Kingsville TX 78363
 Ph (361)592-7975 Fax# (361)592-1033

Estimate

Date	Estimate #
11/1/2024	3041

Name / Address
Kingsville Fire Department 119 N 10th Street Kingsville Tx 78363

Job Address/P.O. No.	Terms
515 Armstrong tunnel	

Description	Cost	Total
Tunnel under building in order to replace old cast iron drain lines serving 1/2 bathroom and south lavatory. New drain lines will be run with PVC sch 40 pipe and fittings. Commode will be moved from floor and a new PVC flange will be installed. Wall or floor repair NOT included if needed. Excavated dirt will be removed from site and select fill will be used to backfill. (((If drain lines are broken in or above concrete it will be extra to repair.))) (((1/2 of Alice street may have to be closed in order to move in and out with dirt.))))))	12,800.00	12,800.00

Licensed By:
 Texas State Board Plumbing Examiners
 929 East 41 Street, P.O. Box 4200 Austin, Texas
 78765
 1-800-845-6584
 Master License No. M36117

Total	\$12,800.00
--------------	--------------------

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO APPROPRIATE FUNDING FOR EMERGENCY PLUMBING REPAIRS TO FIRE STATION #2.

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 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#10

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures - 5</u>					
1805	Facilities	Building Maintenance	51100	\$12,800	
1030	City Special	Budget Amend Reserve	86000		\$12,800

[To amend the City of Kingsville FY 24-25 budget to appropriate funding for emergency plumbing repairs to Fire Station #2. Funding will come from the GF Budget Amendment Reserve line item. There is currently \$160,840 available for GF Budget Amendments.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 25th day of November 2024.

PASSED AND APPROVED on this the 9th day of December 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #5

**City of Kingsville
Department Name**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Juan J. Adame, Fire Chief
DATE: November 19, 2024
SUBJECT: Fire Department Budget Amendment -Border Zone Grant

Summary:

The Kingsville Fire Department is requesting to amend the City of Kingsville FY 24-25 budget to accept and expend the Border Zone Fire Dept Grant award #5106101. Funding will come from the Grant award for the stated purpose

Background:

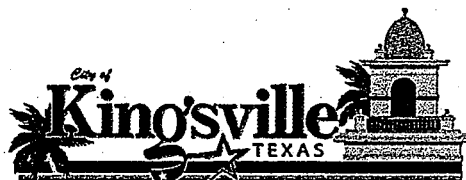
The Kingsville Fire Department has been awarded a Border Zone Grant in the amount of \$69,000 to purchase two sets of rescue equipment. This grant does not require matching funds. The grant requires that the department expend the funds, and once the funds are expended the city will be reimbursed.

Financial Impact:

There is no financial impact to the city. Once the rescue equipment is purchased the city will be reimbursed in the amount of \$69,000.

Recommendation:

To amend the City of Kingsville FY 24-25 budget to accept and expend the Border Zone Fire Dept Grant award #5106101.



Advanced Rescue Systems

3459 FM 36 South
 Caddo Mills, Texas 75135
 Office 903-527-3841, Fax 903-527-4427

DATE: November 7, 2024
INVOICE #
FOR:

advancedrescue@hotmail.com

Bill To:
 Captain Miguel Sandoval
 Kingsville FD
 119 N. 10th St.
 Kingsville, Texas 78363
 361-522-9858
msandoval@cityofkingsville.com
 361-595-4798 FAX

Ship To:
 Name
 Company Name
 Address
 City, ST, Zip Code
 Phone
 E-mail

DESCRIPTION	AMOUNT
2 ea ES-100-32-18V TNT SURGE Milwaukee 18V 32" Spreader, 51k Spread Force \$12295ea	\$24,590
2 ea EBFC-320-18V TNT SURGE Milwaukee 18V 10" Cutter, 320k Cut Force \$12230 ea	\$24,460
2 ea ER-40-18V TNT SURGE Milwaukee 18V 40" Straight Ram, 35k Push Force \$7635	\$15,270
2 ea STRMRAMBASE-EXT Extension and Base Kit for Ram 6", 12", 18" extension w/base, yoke \$1650ea	\$3,300
SHIPPING added according to charges from trucking company at time of shipment	\$1,300
Please let me know if you have any questions or need any other information Bennie Marberry 210-473-2355 Mobile	
Metal Mount for Spreader, Cutter, Ram	NO CHARGE
Terms are Net 30 From Invoice Date	
TOTAL	\$68,920

Circle one: QUOTE

Make all checks payable to Advanced Rescue Systems

THANK YOU FOR YOUR BUSINESS!

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO ACCEPT AND EXPEND THE BORDER ZONE FIRE DEPARTMENT GRANT AWARD #5106101 FOR FIRE RESCUE EQUIPMENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#14

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 133 -Border Zone Fire Dept Grant #5106101					
<u>Revenues</u>					
2200	Fire	State Grants	72010	\$69,000	
<u>Expenditures</u>					
2200	Fire	Machinery & Equipment	71200	\$69,000	

[To amend the City of Kingsville FY 24-25 budget to accept and expend the Border Zone Fire Dept Grant award #5106101. Funding will come from the Grant award for the stated purpose.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 25th day of November 2024.

PASSED AND APPROVED on this the 9th day of December 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #6

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: November 15th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to approve a Budget Amendment to pay for the required full set of 2024 International Building Codes (IBC) books**

Summary: The Planning Department/City of Kingsville ordered the full set of 2024 IBC (15 Soft Cover Books) on 15 Nov for \$1,242.79. During the 2025 Budget Process, the cost of this full set was unavailable. We are requesting \$1,242.79 from the General Fund be transferred to Planning Department's Professional Services account GL #001-5-1602-31400 to satisfy this pending invoice.

Background: On 28 October 2024, the City of Kingsville Commission passed an ordinance to approve the adoption of the 2024 International Building Codes. On 18 November 2024, this ordinance went into effect. To satisfy the requirement to have hard copy IBC books on hand, the Planning Department/City of Kingsville ordered the full set of 2024 IBC (15 Soft Cover Books) on 15 Nov.

The department recommends approving this budget amendment.

Erik Spitzer
Director of Planning and Development Services

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO APPROPRIATE FUNDING FOR THE PURCHASE OF IBC BOOKS FOR THE PLANNING DEPARTMENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#12

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Expenditures - 5					
1602	Building	Professional Services	31400	\$1,242.79	
1030	City Special	Budget Amend Reserve	86000		\$1,242.79

[To amend the City of Kingsville FY 24-25 budget to appropriate funding for the purchase of IBC books for the Planning Department. Funding will come from the GF Budget Amendment Reserve line item. There is currently \$146,797.21 available for GF Budget Amendments.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 25th day of November 2024.

PASSED AND APPROVED on this the 9th day of December 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #7

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: November 15th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to approve a Budget Amendment to pay for services performed by Bureau Veritas**

Summary: The Planning Department/City of Kingsville currently owes \$6,179.08 for building inspections and plan review fees performed by Bureau Veritas during the month of October. All fees collected for inspections and plan review fees are paid directly to the General Fund. We are requesting \$6,179.08 from the General Fund be transferred to Planning Department's Professional Services account GL #001-5-1602-31400 to satisfy this invoice.

Background: In the spring of this year, our only building inspector resigned and left the city; to continue continuity, the Planning Department exercised an existing contract with Bureau Veritas to perform these city-required inspections. The city's Building Inspector position remains frozen, without the ability to fund nor advertise and hire this position for the unforeseen future. In the meantime, we will need to pay for inspections performed by Bureau Veritas on a monthly basis.

The department recommends approving this budget amendment.

Erik Spitzer
Director of Planning and Development Services

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO APPROPRIATE FUNDING FOR THE INSPECTION WORK BY BUREAU VERITAS FOR THE PLANNING DEPARTMENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2024-2025 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#11**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures - 5</u>					
1602	Building	Professional Services	31400	\$6,179.08	
1030	City Special	Budget Amend Reserve	86000		\$6,179.08

[To amend the City of Kingsville FY 24-25 budget to appropriate funding for the inspection work by Bureau Veritas for the Planning Department. Funding will come from the GF Budget Amendment Reserve line item. There is currently \$148,040 available for GF Budget Amendments.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 25th day of November 2024.

PASSED AND APPROVED on this the 9th day of December 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #8

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: John Blair, Chief of Police
DATE: November 15, 2024
SUBJECT: Receipt of the Body-Worn Camera Grant Program Funds for FY2025

Summary:

The police department is requesting approval for acceptance of funds from the Office of the Governor and a budget amendment to place the funds in Fund 207-5-2100-71200.

Background:

The Police Department is committed to enhancing transparency, accountability, and public trust through the implementation of advanced technologies that support effective law enforcement practices. In alignment with this commitment, KPD applied for the Body-Worn Camera Grant offered by the Office of the Governor for fiscal year 2025.

The grant funds are specifically allocated for the acquisition of body-worn cameras, digital video storage and retrieval systems, or cloud-based services. Additionally, subscriptions or leasing services that align with the 12-month performance period outlined in the grant are eligible for funding. The implementation of this technology will further enhance officer accountability, provide critical evidence in investigations, and strengthen community relationships through greater transparency.

As a qualifying agency, KPD has met all statutory requirements as defined in the Texas Occupations Code. These include compliance with the necessary policies, officer eligibility, training standards, and reporting obligations. These measures ensure that the department is well-prepared to effectively deploy body-worn cameras and manage the associated technology in accordance with state guidelines.

Financial Impact:

A total of \$46,479.37 was received for the purpose of obtaining and upgrading the police departments body-worn camera program.

Recommendation:

We request that the City Commission authorize the receipt and expenditure of these funds in the manner for which they were provided by the Office of the Governor.



ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO ACCEPT AND EXPEND THE OGG GRANT AWARD FOR THE BODY WORN CAMERA GRANT PROGRAM #5094901.

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 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#13

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 207 – Body Worn Camera Grant					
<u>Revenues</u>					
0000	Non-Dept	State Grants	72010	\$46,479.37	
0000	Transfer	Transfer from General Fund	86000	\$15,493.13	
<u>Expenditures</u>					
2100	Police	Machinery & Equipment	71200	\$61,972.50	
Fund 001 – General Fund					
<u>Expenditures</u>					
6900	Transfer	Transfer to Fund 207	80207	\$15,493.13	
1030	City Special	Budget Amend Reserve	86000		\$15,493.13

[To amend the City of Kingsville FY 24-25 budget to accept and expend the OGG Grant award for the Body Worn Camera Grant Program #5094901. Funding will come from the Grant award for the stated purpose along with matching funds of \$15,493.13. The matching funds will come from GF Budget Amendment Reserve line item. There is currently \$140,618.13 available for GF Budget Amendments.]

The General Fund has budgeted \$300,000 for FY 24-25 budget amendments. The following budget amendments have been previously submitted:

- BA #1 – PW Parking Lot - \$74,060
- BA #4 – City Hall A/C - \$65,100

- BA #10 – Fire Station #2 Plumbing Repairs - \$12,800
- BA #11 – Bureau Veritas Inspection Services - \$6,179.08
- BA #12 – Planning IBC Books - \$1,242.79
- Total Previously Submitted BA's - \$159,381.87

II.

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

III.

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

IV.

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

INTRODUCED on this the 25th day of November 2024.

PASSED AND APPROVED on this the 9th day of December 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #9

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: John Blair, Chief of Police
DATE: November 15, 2024
SUBJECT: Receipt of the Local Border Security Program Funds for FY2025

Summary:

The police department is requesting approval for acceptance of funds from the Office of the Governor and a budget amendment to place the funds in Fund 017.

Background:

The Kingsville Police Department (KPD) remains steadfast in its commitment to public safety and border security. In support of these efforts, KPD applied for the Local Border Security Program (LBSP) grant offered by the Office of the Governor to support Operation Border Star during the fiscal year 2025.

This program enhances interagency law enforcement operations, leveraging intelligence-based strategies to deter and interdict criminal activity. The grant funding allows for increased law enforcement patrols, equipment acquisition, training, and operational support, all aimed at reducing border-related crime, disrupting gang and cartel operations, and preventing drug trafficking and human smuggling.

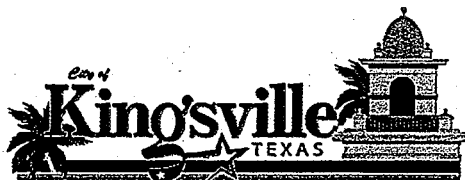
As an eligible participant, KPD meets all program-specific requirements, including collaboration with the Texas Department of Public Safety's Joint Operations and Intelligence Centers (JOIC), intelligence-sharing, and conducting enhanced patrol activities. The department will utilize the funding to support strategic patrols, increase operational capabilities, and address identified threats through intelligence-driven initiatives.

Financial Impact:

A total of \$78,000 was received for the purpose of support for the department's border security initiatives and related law enforcement operations. This funding is essential to safeguarding the citizens of Kingsville and strengthening public safety.

Recommendation:

We request that the City Commission authorize the receipt and expenditure of these funds in the manner for which they were provided by the Office of the Governor.



ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO ACCEPT AND EXPEND THE LOCAL BORDER SECURITY PROGRAM GRANT AWARD #2994110 FOR POLICE OVERTIME.

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 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#16

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 017 – PD Border Star Grant					
<u>Revenues</u>					
2100	Police	State Grants	72010	\$78,000	
<u>Expenditures</u>					
2100	Police	Overtime	11201	\$64,796	
2100	Police	Retirement	11400	\$7,237	
2100	Police	FICA	11500	\$5,967	

[To amend the City of Kingsville FY 24-25 budget to accept and expend the Local Border Security Grant Program #2994110. Funding will come from the Grant award for the stated purpose.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of

competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 25th day of November 2024.

PASSED AND APPROVED on this the 9th day of December 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #10

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: John Blair, Chief of Police
DATE: November 15, 2024
SUBJECT: Receipt of the Patrick Leahy Bulletproof Vest Partnership Program Funds for FY2025

Summary:

The police department is requesting approval for acceptance of funds from the Bureau of Justice Assistance and a budget amendment to place the funds in Fund 108.

Background:

The Kingsville Police Department (KPD) is dedicated to ensuring the safety and protection of its officers as they serve the community. To support this mission, KPD applied for funding through the Patrick Leahy Bulletproof Vest Partnership (BVP), administered by the Bureau of Justice Assistance. This program reimburses eligible agencies for up to 50% of the cost of body armor vests purchased for law enforcement officers.

Body armor is a critical piece of safety equipment that enhances officer protection in the field. The BVP grant funding will allow KPD to replace outdated vests and provide new officers with state-of-the-art body armor that meets current safety standards. This initiative supports KPD's ongoing commitment to officer safety while ensuring fiscal responsibility.

The department has met all eligibility requirements for the program, and the acceptance of these funds will alleviate budgetary constraints while enhancing operational readiness.

Financial Impact:

A total of \$9,084.26 was received for the purpose of support for the department's bulletproof vest program. This grant does have 50% match.

Recommendation:

We respectfully request that the City Commission authorize the receipt and expenditure of these funds in the manner for which they were provided by the Bureau of Justice Assistance.



ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO ACCEPT AND EXPEND THE PATRICK LEAHY BULLETPROOF VEST GRANT PROGRAM.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#17

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 108 – Patrick Leahy Bulletproof Vest Grant					
<u>Revenues</u>					
2100	Police	Federal Grants	72005	\$9,084.26	
2100	Police	Transfer From GF 001	75001	\$9,084.26	
<u>Expenditures</u>					
2100	Police	Uniforms	21200	\$18,168.52	
Fund 001 – General Fund					
6900	Transfer	Transfer To Fund 108	80108	\$9,084.26	
1030	City Special	Budget Amend Reserve	86000		\$9,084.26

[To amend the City of Kingsville FY 24-25 budget to accept and expend the Patrick Leahy Bulletproof Vest Partnership Grant Program. 50% funding will come from the Grant award for the stated purpose. The other 50% will come from the General Fund Budget Amendment Reserve line item. There is currently \$125,125.00 available for budget amendments.]

The General Fund has budgeted \$300,000 for FY 24-25 budget amendments. The following budget amendments have been previously submitted:

- BA #1 – PW Parking Lot - \$74,060
- BA #4 – City Hall A/C - \$65,100
- BA #10 – Fire Station #2 Plumbing Repairs - \$12,800
- BA #11 – Bureau Veritas Inspection Services - \$6,179.08
- BA #12 – Planning IBC Books - \$1,242.79

- BA #13 – Cash Match on BW Camera Grant - \$15,493.13
- Total Previously Submitted BA's - \$174,875.00

II.

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

III.

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

IV.

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

INTRODUCED on this the 25th day of November 2024.

PASSED AND APPROVED on this the 9th day of December 2024.

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
Police Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: John Blair, Chief of Police
DATE: November 15, 2024
SUBJECT: Receipt of the Operation Lone Star Grant Program Funds for FY2025

Summary:

The police department is requesting approval for acceptance of funds from the Office of the Governor and a budget amendment to place the funds in Fund 208.

Background:

The Police Department is committed to ensuring public safety and addressing border-related criminal activity through proactive and collaborative law enforcement efforts. In support of these objectives, KPD applied for the Operation Lone Star Grant offered by the Office of the Governor. This grant provides funding to eligible agencies to enhance law enforcement operations directly impacted by border security and related criminal activities.

The grant supports initiatives such as increased patrols, specialized training, equipment procurement, and enhanced operational capabilities. These resources enable law enforcement agencies to address human trafficking, drug smuggling, and other criminal activities that pose a threat to community safety. KPD has fulfilled all eligibility requirements, including the establishment of operational plans and accountability measures to ensure effective use of the grant funds. By leveraging this funding, KPD will bolster its ability to protect the Kingsville community and support regional efforts to combat border-related crime.

Financial Impact:

A total of \$484,401.45 was received for the purpose of support for the department's border security initiatives and related law enforcement operations. This funding is essential to safeguarding the citizens of Kingsville and strengthening public safety. The Budget Categories:

- Personnel - \$191,272.07
- Contractual - \$2,500.00
- Travel and Training - \$78,490.00
- Equipment - \$205,631.38
- Supplies and Direct Operating Expenses - \$6,508.00



**City of Kingsville
Police Department**

Recommendation:

We request that the City Commission authorize the receipt and expenditure of these funds in the manner for which they were provided by the Office of the Governor.



ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO ACCEPT AND EXPEND THE OPERATION LONE STAR GRANT PROGRAM AWARD #4385703 FOR VARIOUS POLICE DEPARTMENT EXPENDITURES.

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 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#15

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 208 – Operation Lone Star Grant					
<u>Revenues</u>					
2100	Police	State Grants	72010	\$484,401.45	
<u>Expenditures</u>					
2100	Police	Salaries & Wages	11100	\$146,433.07	
2100	Police	Overtime	11200	\$12,460.00	
2100	Police	Retirement	11400	\$17,746.00	
2100	Police	FICA	15000	\$14,633.00	
2100	Police	Animal Care	21900	\$3,808.00	
2100	Police	Training & Travel	31600	\$78,490.00	
2100	Police	Machinery & Equipment	71200	\$205,631.38	
2100	Police	Vehicle Maintenance	41100	\$5,200.00	

[To amend the City of Kingsville FY 24-25 budget to accept and expend the Operation Lone Star Grant Program #4385703. Funding will come from the Grant award for the stated purpose.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 25th day of November 2024.

PASSED AND APPROVED on this the 9th day of December 2024.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #12

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055

MEMO

Date: December 4th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to re-zone a parcel of land located at 1101 US HW 77 for a future “Provisioning and Recreational Sporting Goods Sales” facility to be called “Westican Outdoors.”**

Summary: Ross West, applicant/owner, approached the Planning Department on October 22nd, 2024, requesting approval of re-zoning the parcel of land located at 1101 S US HWY 77 from C2 (Retail) to C4 (Commercial) for a “Provisioning and Recreational Sporting Goods Sales” Facility.

Background: This parcel of land is currently zoned C2 (Retail); there are two options to open a “Provisioning and Recreational Sporting Goods Sales” business at this location: (a) Apply for a Special Use Permit or (b) apply to re-zone. Mr. West has chosen to apply for a re-zone.

The Planning and Zoning Commission meeting was held on December 4th, 2024, with 6 members in attendance.

Members deliberated over the request to re-zone the parcel of land located at 1101 S US HWY 77 from C2 (Retail) to C4 (Commercial) for a “Provisioning and Recreational Sporting Goods Sales” business. 19 Notice Letters were sent out to neighbors within the 200 feet buffer and the city received no feedback.

The Planning and Zoning Commission board members voted to approve the re-zoning of the property described above. A recorded vote of all members present was taken and board members Rev. Idotha Battle, Debbie Tiffée, Mike Klepac, Krystal Emery, Brian Coufal and the Chairman, Steve Zamora, all voted “YES.”

The meeting was adjourned by 6:30 p.m.

The department continues to recommend approval.

Erik Spitzer
Director of Planning and Development Services

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



MEMO

Date: November 22nd, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **Ross West, applicant/owner, requesting approval of Re-Zoning of 1101 S US HWY 77 from C2 (Retail) to C4 (Commercial) for a "Provisioning and Recreational Sporting Goods Sales" Facility.**

Ross West, applicant/owner, approached the Planning Department on October 22nd, 2024, requesting approval of re-zoning the parcel of land located at 1101 S US HWY 77 from C2 (Retail) to C4 (Commercial) for a "Provisioning and Recreational Sporting Goods Sales" Facility.

The department has reviewed the application and is recommending approval.

Erik Spitzer
Director of Planning and Development Services



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

email: hsolis@cityofkingsville.com / Phone (361) 595-8055

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1101 S US Hwy 77 Nearest Intersection Caesar & Hwy 77

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description Lot 9 and 10 of Jesse Addition No. II

Existing Zoning Designation C2 Future Land Use Plan Designation C4

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Ross West Phone 361-522-8722

Email Address (for project correspondence only): westicanoutdoors@gmail.com

Mailing Address 1400 E Corral Ave City Kingsville State TX Zip 78363

Property Owner Stephanie / Ross West Phone 361-522-8722 FAX _____

Email Address (for project correspondence only): westican_outdoors@gmail.com

Mailing Address 1400 E Corral Ave City Kingsville State TX Zip 78363

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

<input type="checkbox"/> Annexation Request _____ No Fee	<input type="checkbox"/> Preliminary Plat _____ Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA) _____ \$250.00	<input type="checkbox"/> Final Plat _____ Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request _____ \$250.00	<input type="checkbox"/> Minor Plat _____ \$100.00
<input checked="" type="checkbox"/> Re-zoning Request _____ \$250	<input type="checkbox"/> Re-plat _____ \$250.00
<input type="checkbox"/> SUP Request/Renewal _____ \$250	<input type="checkbox"/> Vacating Plat _____ \$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA) _____ \$250	<input type="checkbox"/> Development Plat _____ \$100.00
<input type="checkbox"/> PUD Request _____ \$250	<input type="checkbox"/> Subdivision Variance Request _____ \$25.00 ea

Please provide a basic description of the proposed project:

building a hunting and fish outdoor store

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

Applicant's Signature [Signature] Date: 10/22/24

Property Owner's Signature [Signature] Date: 10/22/24

Accepted by: [Signature] Date: 23 OCT 2024

Property Details

Account

Property ID: 10013

Geographic ID:
136900209000192

Type: R

Zoning:

Property Use:

Location

Situs Address: 1101 S US HWY 77, TX

Map ID: B1

Mapsc0:

Legal Description: JESSE 2, LOT 9, 10, ACRES 1.64

Abstract/Subdivision: S369

Neighborhood:

Owner

Owner ID: 69843

Name: WEST STEPHANIE

Agent:

Mailing Address: ETVIR WELDON ROSS WEST
2242 CR 53
CORPUS CHRISTI, TX 78415

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$0 (+)

Improvement Non-Homesite Value: \$0 (+)

Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$52,480 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$52,480 (=)
Agricultural Value Loss: ②	\$0 (-)
Appraised Value:	\$52,480 (=)
HS Cap Loss: ②	\$0 (-)
Circuit Breaker: ②	\$14,692 (-)
Assessed Value:	\$37,788
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
C4	C4	1.64	71,438.40	0.00	0.00	\$52,480	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$0	\$52,480	\$0	\$52,480	\$0	\$37,788
2023	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2022	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2021	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2020	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2019	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2018	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2017	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490
2016	\$0	\$31,490	\$0	\$31,490	\$0	\$31,490

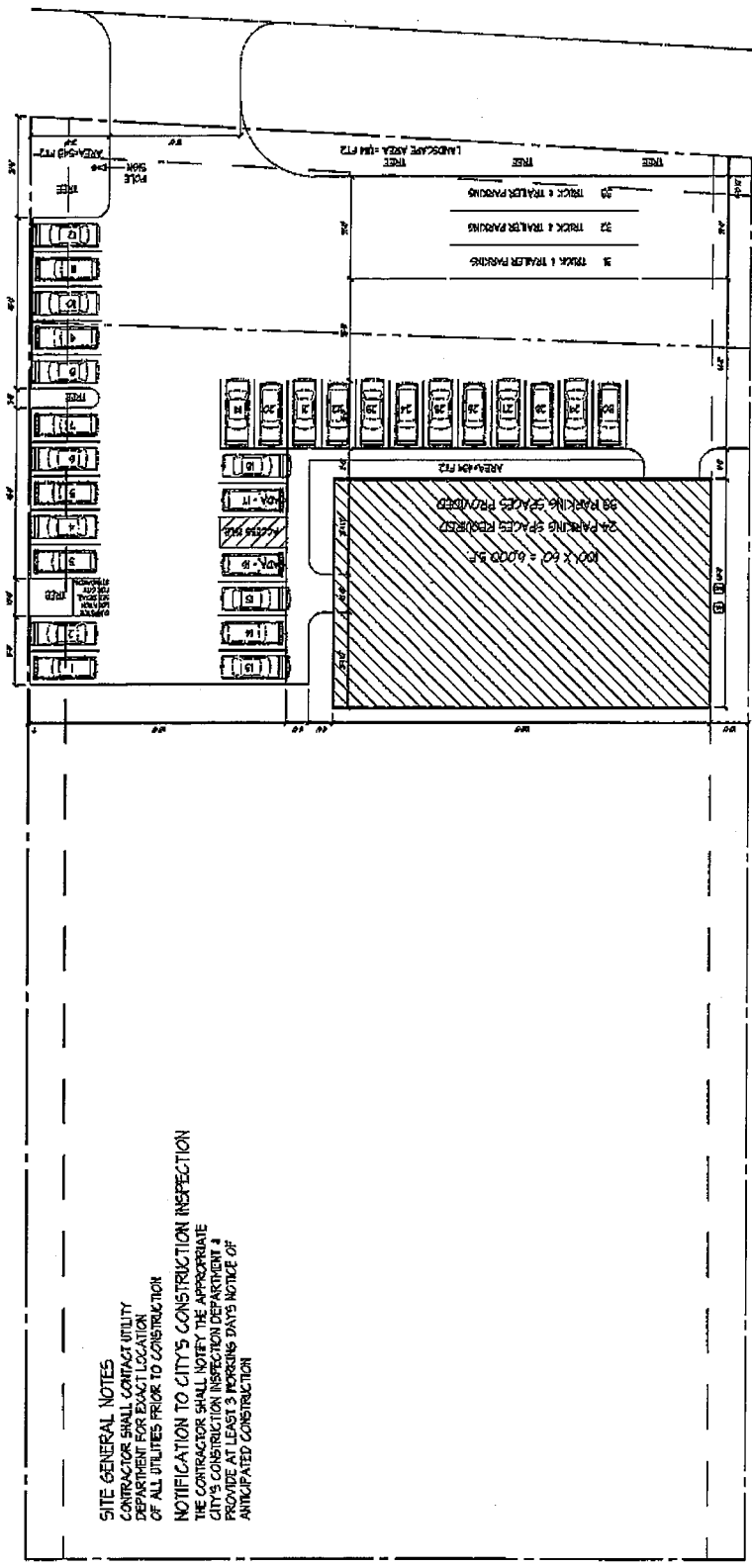
Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Numk
	OT	Other	UNKNOWN	JESSE E A			
	OT	Other	JESSE E A	JESSE IRENE M			
	OT	Other	JESSE IRENE M	JESSE EMIL RICHARD			
9/10/1996	WDVL	WARRANTY DEED W/VENDOR'S LEIN	JESSE EMIL RICHARD	RUTKOSKI ULYSIA	135	556	

4/22/2022 GWD GENERAL RUTKOSKI WEST
WARRANTY ULYSIA STEPHANIE
DEED

3301

← [faint mirrored text] →



SITE GENERAL NOTES
 CONTRACTOR SHALL CONTACT UTILITY
 DEPARTMENT FOR EXACT LOCATION
 OF ALL UTILITIES PRIOR TO CONSTRUCTION

NOTIFICATION TO CITY'S CONSTRUCTION INSPECTION
 THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE
 CITY'S CONSTRUCTION INSPECTION DEPARTMENT &
 PROVIDE AT LEAST 3 WORKING DAYS NOTICE OF
 ANTICIPATED CONSTRUCTION

SITE PLAN
 SHEET 001-100

WESTERN OUTDOORS
 HWY 11
 KINGSVILLE TX
 ARCHITECTURAL SITE PLAN

HWY DESIGN GROUP
 L.L.C.
 2010 W. 11TH STREET
 KINGSVILLE, TX 78642
 361-573-1000

PROJECT NUMBER: 001-100
 SHEET NO. A-1

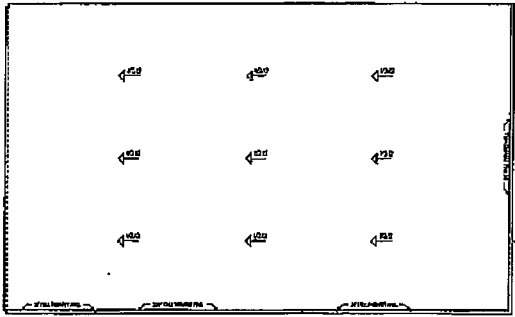
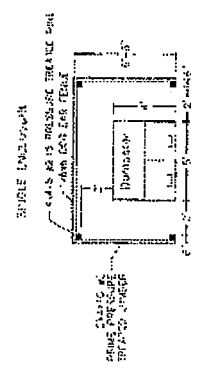
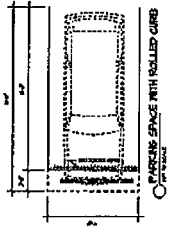
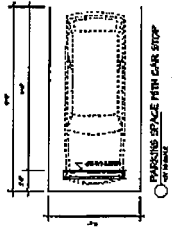
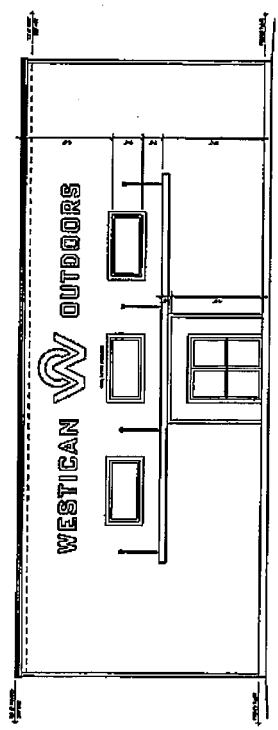
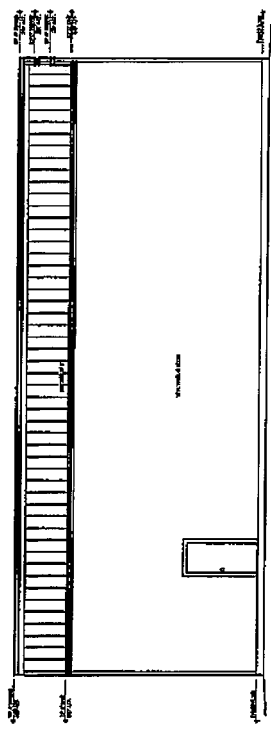
WESTICAN OUTDOORS
 HWY 71
 KANSVILLE TX
 EXTERIOR ELEVATIONS - NORTH & SOUTH

HW Design Group, LLC
 6000 W. UNIVERSITY BLVD. SUITE 100
 FORT WORTH, TEXAS 76149

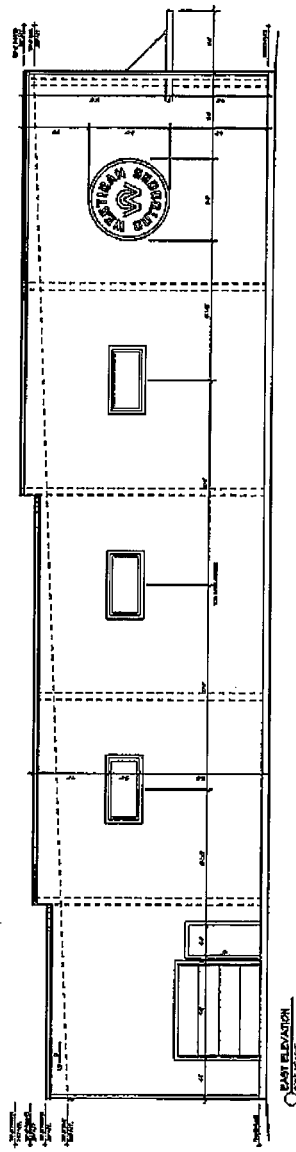
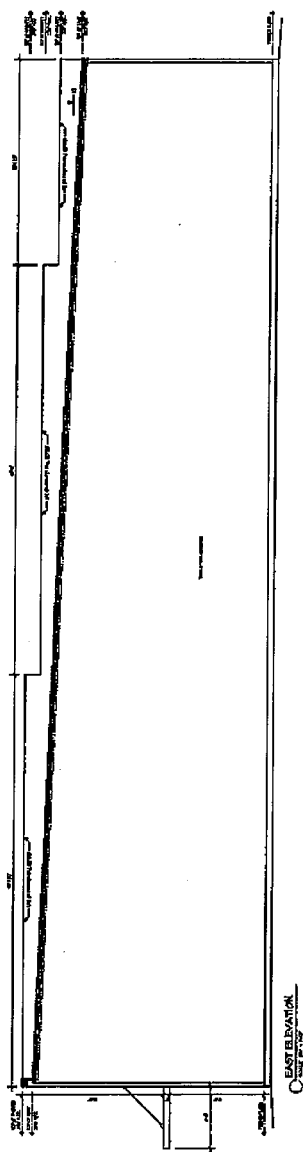
PROJECT NUMBER: 100

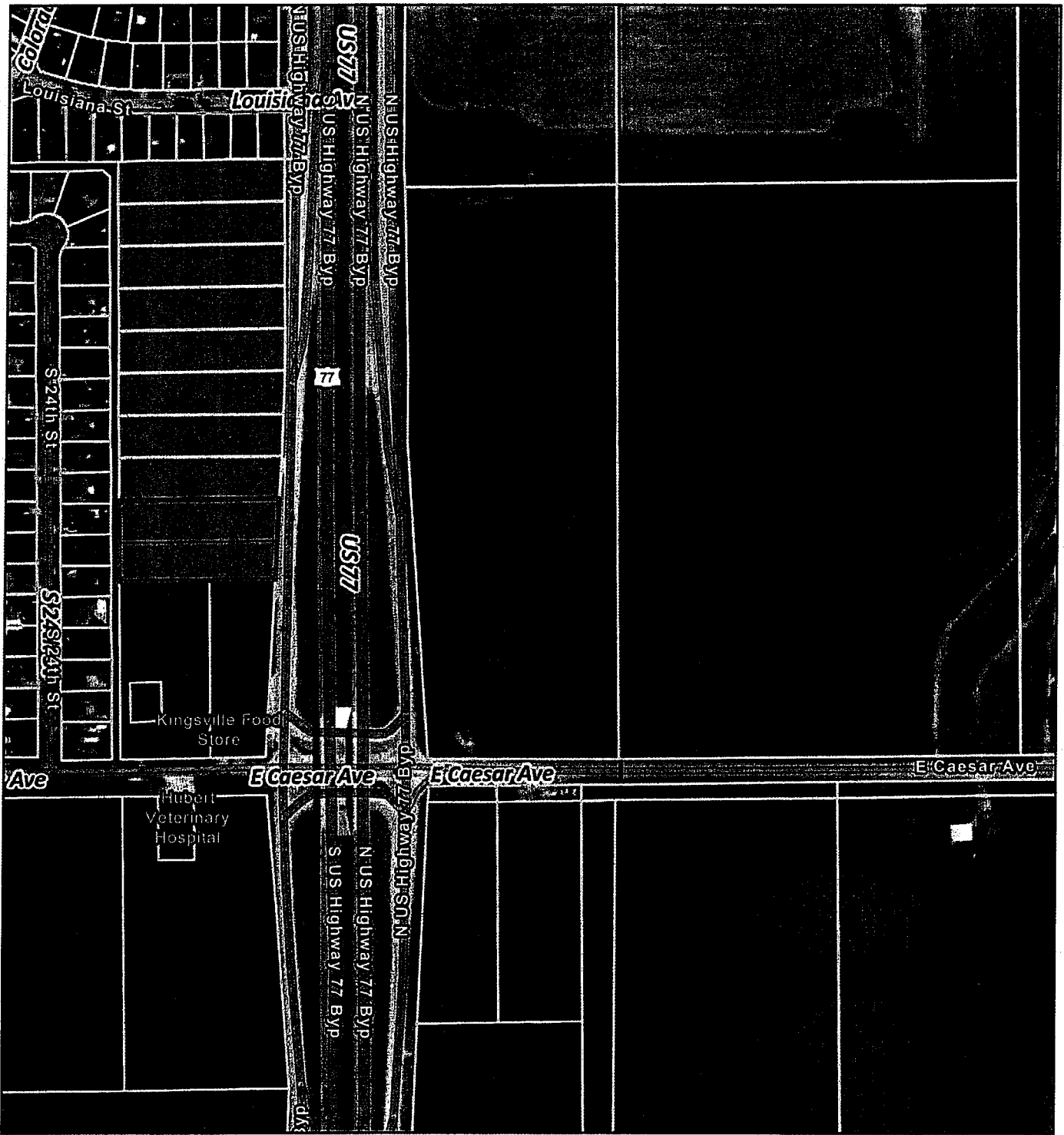
DATE: 08/14/13

SCALE: 1/8" = 1'-0"

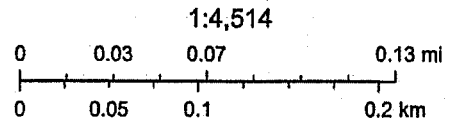


	HVW Design Group, LLC 5502 South Loop West, Suite 100 Houston, TX 77057 Phone: 281-485-1111 Fax: 281-485-1112	PROJECT NO. HW 77 KINGSVILLE TX	SHEET NO. A-4





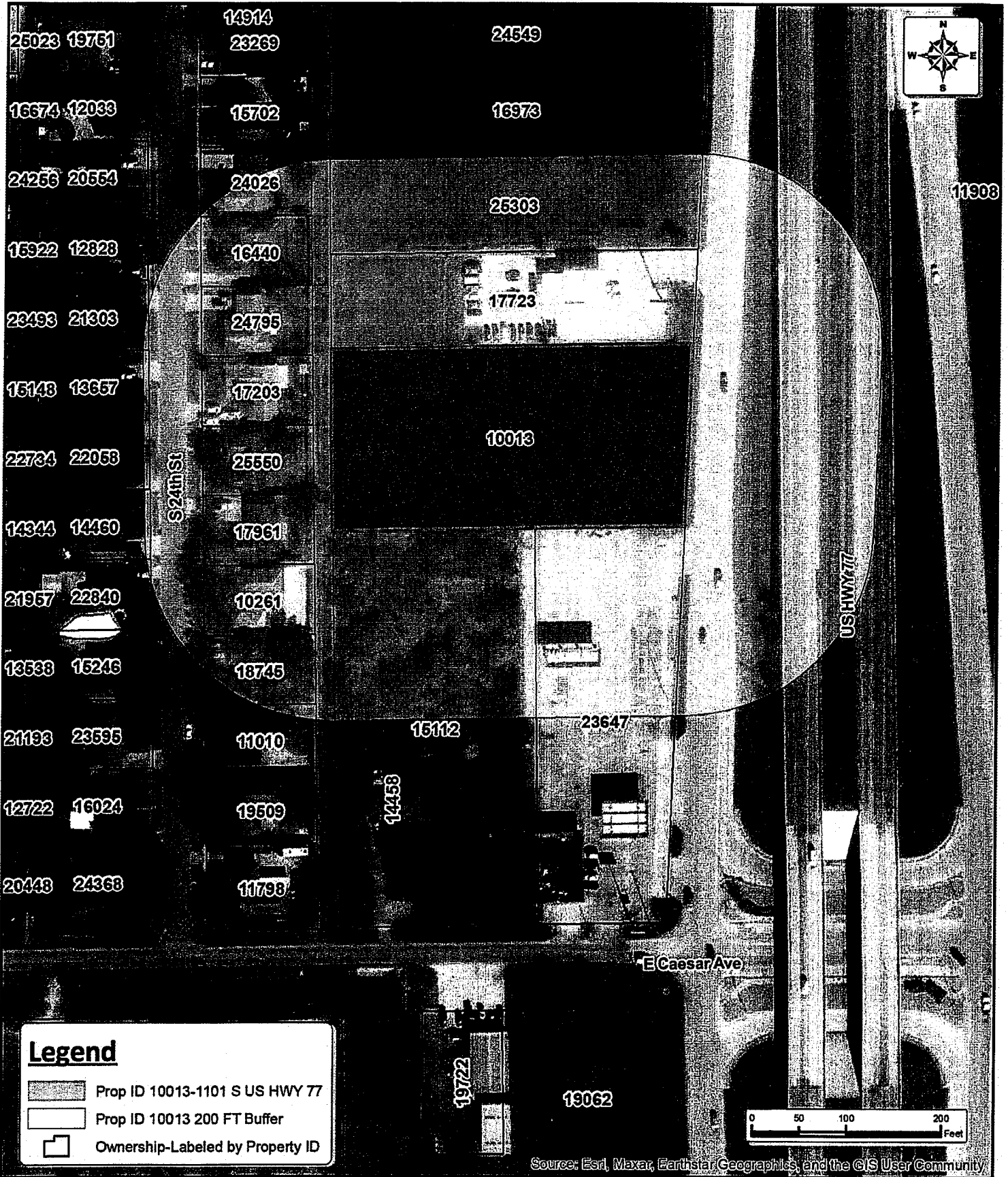
October 22, 2024



Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar

	R1	R2	R2A	R3	R4	MH	L1	L2	L3	C4	I1	I2	A9
Temporary carnival (14 days - 200 ft. setback from residential property)								S	P	P			
Provisioning and recreational sporting goods sales including boats and vehicles								S	P	P			
Shooting galleries and pistol [ranges] (indoor)								S	P	P			
Souvenir, curio								S	P				
<i>Automobile Related Uses</i>													
Car wash							P	S	P	P	P		
Auto sales, repairs including motorcycles								S	P	P	P		
Auto paint and body shop								S	P	P	P		
Drag strip, race track											S	S	
Gasoline service station								P	P	P	P		
Gasoline sales							S	P	P	P	P		
Commercial parking structure auto only								S	P	P	P		
Truck storage								S	S	P	P	P	
Used auto parts, sales, indoors								S	P	P	P	P	

200-FT Buffer at Prop ID: 10013



Page: 1/1	Drawn By: R. PICK
	Last Update: 10/23/2024
	Note: Ownership is labeled with its Prop ID.

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



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

Arturo Alvarez Jr (Life Est)
Leticia Gonzalez ETAL
201 Billy Evans
Kingsville, TX 78363
#24026

JK Sons LLC
1029 S HWY 77
Kingsville, TX 78363
#23647

Victor M Moctezuma Jr
ETUX Jenny Cantu
830 S 24th St
Kingsville, TX 78363
#16440

Pingree 2000 Real Estate Holdings LLC
600 Corporate Park Drive
ST. Louis, MI 63102
#17723

Wiley REVOC Living Trust
Arthur S & Judith C Wiley (TR)
2808 Wesleyan DR
Denton, TX 76210
#24795

Norma Garza
11108 Lost Maples TRL
Austin, TX 78748
#25303

John N Joslin
ETUX Amelia A
910 S 24th St
Kingsville, TX 78363
#17203

Norma Garza
11108 Lost Maples TRL
Austin, TX 78748
#16973

Tina Yaklin
1715 Nancy
Kingsville, TX 78363
#25550

Christopher Garza
901 S 24th St
Kingsville, TX 78363
#21303

Tadeo Reyna
1325 Michael St
Kingsville, TX 78363
#17961

Edward Garcia
ETUX Anna Lisa
909 S 24th St
Kingsville, TX 78363
#13657

Jake B Harris
Lacey N Harris
930 S 24th St
Kingsville, TX 78363
#10261

Jose Santiago Soto
ETUX Caryleen
915 S 24th St
Kingsville, TX 78363
#22058

Sasha M Casanova
1002 S 24th St
Kingsville, TX 78363
#18745

Jesus D Herrera Jr
ETUX Nelda
929 S 24th St
Kingsville, TX 78363
#14460

W & M Holdings LLC
621 General Cavazos BLVD
Kingsville, TX 78363
#11010

Jesus D Herrera Jr
ETUX Nelda
929 S 24th St
Kingsville, TX 78363
#22840

Leopoldo Garcia III
2102 E Caesar Ave
Kingsville, TX 78363
#15112

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1101 S US HWY 77, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1101 S US HWY 77, Kingsville, TX 78363.

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

Years

CONTINUED FROM PAGE 1

brink said.

He explained that the unique thing about this is the sense of belonging along with family and pride that goes into making the annual event a success.

"We can't pull this off without friends and family coming back," Unterbrink said.

Greg Wallace also does a lot to bring the event together.

"This is a homecoming, it's about the parish, it's a family and community reunion," Wallace said.

The annual event draws in around 1,600 to 1,800 people. Some come from as far away as New Mexico and Minnesota to have the family style, all you can eat turkey dinner that includes fresh baked turkey, homemade dressing, cranberry sauce, mashed potatoes, gravy, cucumber and green bean salads, bread, coffee, tea, and desserts.

Beer and soft drinks are available for purchase as well.

After lunch, those in attendance have a full day of fun. They can participate in the Turkey Shoot (trap and target), the country store, kid's games, fish pond, ring toss, raffles, silent auctions and bingo. Wallace said they play bingo non-stop from 2 p.m. to 6 p.m.

They play special games for special prizes (values greater than \$100) every 15 minutes

and announce the names of businesses several times in recognition of their donations.

A Country Western Dance follows the days excitement from 8 p.m. to midnight. This year the "Michael Burts Band" will perform. Drinks and set ups are available.

Wallace said that they move fast through-out the day to make things happen on time.

"There are 30 to 35 people per table and each table has a different family. All of our volunteers move in and around and there is really no training because they have been doing this all their lives," he said.

"The way it works is you come in and sit down and someone will bring you a plate you don't have to order.

"You never know who your server is going to be, it could be a doctor or a lawyer that is waiting on you," Wallace said.

Unterbrink said since the church began, there has never been a year they didn't have the celebration, which is also the biggest fundraiser of the year for the church.

"The only thing I can suggest to people is that they should try it at least once. If you've never been, try to come in and you will meet people from all over Texas and The United States. I don't know how to do Thanksgiving any other way," Unterbrink said.

City

CONTINUED FROM PAGE 1

would discuss with his wife what his path forward should be in the coming weeks.

McLaughlin said if he were to resign, a customary 30-day notice would be required and that if he chose to resign, he would "not want to leave the city hanging."

He wanted to make it clear that he had come to no decision yet on his future.

In other business at the meeting, three final plats for the future Somerset Subdivision in Kingsville were approved. The plats for Unit 2B, containing 14.2 acres, the 9.53 acre final plat of Unit 3 and the 12.23 acre final plat of Unit 4 were all approved by 4-0 votes. Commissioner Hinojosa was not present for that section of the meeting.

Commissioners also approved by a 4-0 vote for the Animal Services department to pursue a \$20,000 grant, requiring no city match, from the ASPCA.

An amendment to the admin policy allowing for mental health leave by city

employees was unanimously approved as well.

Up to 40 hours paid leave would be allowed for any city employee who would be involved in a physically or emotionally traumatizing event. An example would be an officer-involved shooting, or any employee who witnessed a sudden death while on the job.

A written request would be submitted by an employee to their supervisor, who would then have 24 hours to decide on the leave approval.

"This is very good," Commissioner Edna Lopez said. "I'm all for it."

During public comments, three citizens spoke out regarding what they considered lack of urgent response to unleashed animals in the city. Representing members of the local US Postal carriers, they said the situation is dangerous for mail delivery workers, who they say have faced numerous encounters with stray and unleashed dogs recently. Vicki Benys, representing

81s Heroes, provided commissioners with an update on the program honoring her late husband and fallen KPD Officer Sherman Benys.

She said the golf tournament in September was their "biggest one yet," featuring 128 golfers and 32 teams.

She added that in November, 81s Heroes held a blood drive, and also held a memory walk, as well as feeding local law enforcement officers.

She added that a bite suit was purchased for a KPD K9 officer, and that 81 Heroes also provides "equipment, training and counseling" for first responders.

"I long for the days when 81s Heroes can be mentioned and everyone knows exactly what the group is," she added.

In his report, McLaughlin noted he'd be in attendance for the groundbreaking at the NAS-K's ag building.

He added that city crews had planned to resurface portions of Wells Street between Yoakum and Kleberg, as well as one block of 4th Street.

Win

CONTINUED FROM PAGE 10

thinks a flag football team in school would be amazing.

"I really enjoy playing flag football with revolution, because it brought me so much more friendships. It feels really good to be a state champion, just being able to know that we won that is amazing," Nino said.

"It wasn't what I expected. I had a lot of fun and it

was something new to experience. It took a lot of hard work and dedication from each one of us to make it to State," running back Savannah Peraless said.

Jaylah Caldera said she loves the sport.

"The girls on my team aren't just friends, they have also become my family. After having a few injury set-

backs, the girls always kept pushing me to be better. The best part is having my dad, Leroy, and uncle, Xavier, coach me on this team. Becoming State champs was a challenge but we made it happen. I hope they make it a UIL sport. We are hungry for more and I am excited to see what comes in the future," Caldera said.

Arrest

CONTINUED FROM PAGE 1

the theft of five vehicles from Nessen Chevrolet in June 2024.

He remains in the Kleberg County Jail on charges of

burglary and theft of property. Puenzie's bond for the theft charge has been set at \$25,000.

Chief John Blair empha-

sized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Baltazar Ramirez, applicant/owner; requesting a Special Use Permit for a Carwash in C2 (Retail) of College AC, Block 11, Lot E100' SE/4, also known as 600 West Corral Ave, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Baltazar Ramirez, applicant/owner; requesting a Special Use Permit for a Carwash in C2 (Retail) of College AC, Block 11, Lot E100' SE/4, also known as 600 West Corral Ave, Kingsville, TX 78363.

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



PEST CONTROL RUDY'S

*Ask about our affordable maintenance plans for a pest-free home 365 days a year.

BEES AND FLEAS

CALL TODAY FOR AN ESTIMATE!

- Roaches
- Ants
- Fleas
- Ticks
- Bees
- Scorpions
- Termites
- Other Pests

Protect your family and pets with our safe and effective pest control solutions against these and other potentially harmful household pests.

818 N. 14th Street
Kingsville, TX 78363
TPCL #13343
595-RUDY

Commercial and Residential "Serving Kingsville, Bishop and the Surrounding Area"

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1101 S US HWY 77, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1101 S US HWY 77, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Brenda Rlos, applicant/owner; requesting a Special Use Permit for childcare in home in R1 (Single Family) of Anglewood, Block 3, Lot 12, also known as 1515 Lewis St, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Brenda Rlos, applicant/owner; requesting a Special Use Permit for childcare in home in R1 (Single Family) of Anglewood, Block 3, Lot 12, also known as 1515 Lewis St, Kingsville, TX 78363.

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

ORDINANCE #2024-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO JESSE 2, LOT 9, 10, (1.64 ACRES) ALSO KNOWN AS 1101 S. US HWY 77, KINGSVILLE, TEXAS, FROM C2 (RETAIL DISTRICT) TO C4 (COMMERCIAL DISTRICT); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Ross West owner/applicant, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, December 4, 2024 during a meeting of the Planning and Zoning Commission, and on Monday, December 9, 2024 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the item was APPROVED with a 6-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Jesse 2, Lot 9, 10, (1.64 acres) also known as 1102 S. US Hwy. 77, Kingsville, Texas, from C2-Retail District to C4-Commercial District, as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

INTRODUCED on this the 9th day of December, 2024.

PASSED AND APPROVED on this the 13th day of January, 2025.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

AGENDA ITEM #13

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8055



MEMO

Date: December 4th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor for a Special Use Permit to open up a self-serve “carwash” business located at 600 West Corral, a parcel of land zoned as C2 (Retail).**

Summary: Baltazar Ramirez, applicant/owner, approached the Planning Department on October 31st, 2024, requesting a Special Use Permit for a self-serve carwash located at 600 West Corral, currently zoned as C2 (Retail). This parcel of land currently has an existing self-serve carwash at this location that is not in use.

Background: A carwash is permitted in C2 (Retail), provided a Special Use Permit is approved.

The Planning and Zoning Commission meeting was held on December 4th, 2024, with 6 members in attendance.

Members deliberated over the request to open a self-serve “carwash” business at a residence located at 600 West Corral, a parcel of land zoned as C2 (Retail). 13 Notice Letters were sent out to neighbors within the 200 feet buffer and the city received no feedback.

The Planning and Zoning Commission board members voted to approve the Special Use Permit requested above. A recorded vote of all members present was taken and board members Rev. Idotha Battle, Debbie Tiffie, Mike Klepac, Larry Garcia, Brian Coufal, Krystal Emery and the Chairman, Steve Zamora, all voted “YES.”

The meeting was adjourned by 6:30 p.m.

The department continues to recommend approval.

Erik Spitzer
Director of Planning and Development Services

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



MEMO

Date: November 22nd, 2024
To: Mark McLaughlin (City Manager)
From: Erik Spitzer (Director of Planning and Development Services)
Subject: **Brenda Rios, applicant/owner, requesting a Special Use Permit for a "Day Nursery" at a residence located at 1515 Lewis Street, a parcel of land zoned as R1 (Single Family).**

Brenda Rios, applicant/owner, approached the Planning Department on October 22nd, 2024, requesting a Special Use Permit for a "Day Nursery" at a residence located at 1515 Lewis Street, a parcel of land zoned as R1 (Single Family).

A "Day Nursery" is permitted in R1 (Single Family), provided a Special Use Permit is approved. Ms. Rios commented that pick up and drop off parking will not impact neighbors. The expected number of customers/children is four (4).

The department has reviewed the application and is recommending approval.

Erik Spitzer
Director of Planning and Development Services



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

email: hsolis@cityofkingsville.com / Phone (361) 595-8055

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1515 Lewis St. Nearest Intersection E. Carlos Truan Blvd.
 (Proposed) Subdivision Name Anglewood Lot 12 Block 3
 Legal Description Anglewood, Block 3, Lot 12
 Existing Zoning Designation R1 Future Land Use Plan Designation Home Daycare

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Brenda Rios Phone 979-709-1657
 Email Address (for project correspondence only): brios7126@gmail.com
 Mailing Address 1515 Lewis St. city Kingsville State TX Zip 78363
 Property Owner David + Brenda Rios Phone _____ FAX _____
 Email Address (for project correspondence only): brios7126@gmail.com
 Mailing Address 1515 Lewis St. city Kingsville State TX Zip 78363

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

<input type="checkbox"/> Annexation Request _____ No Fee	<input type="checkbox"/> Preliminary Plat _____ Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA) _____ \$250.00	<input type="checkbox"/> Final Plat _____ Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request _____ \$250.00	<input type="checkbox"/> Minor Plat _____ \$100.00
<input type="checkbox"/> Re-zoning Request _____ \$250	<input type="checkbox"/> Re-plat _____ \$250.00
<input checked="" type="checkbox"/> SUP Request/Renewal _____ \$250	<input type="checkbox"/> Vacating Plat _____ \$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA) _____ \$250	<input type="checkbox"/> Development Plat _____ \$100.00
<input type="checkbox"/> PUD Request _____ \$250	<input type="checkbox"/> Subdivision Variance Request _____ \$25.00 ea

Please provide a basic description of the proposed project:
Home Daycare (State licensed)

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

Applicant's Signature Brenda C. Rios Date: 10/22/24
 Property Owner's Signature Brenda C. Rios Date: 10/22/24
 Accepted by: [Signature] Date: 23 Oct 2024

Property Details

Account

Property ID: 11734

Geographic ID:
103600312000192

Type: R

Zoning:

Property Use:

Location

Situs Address: 1515 LEWIS,

Map ID: B2

Mapsc0:

Legal Description: ANGLEWOOD, BLOCK 3, LOT 12

Abstract/Subdivision: S036

Neighborhood:

Owner

Owner ID: 63276

Name: RIOS DAVID L

Agent:

Mailing Address: ETUX BRENDA A
1515 LEWIS ST
KINGSVILLE, TX 78363

% Ownership: 100.0%

Exemptions: HS -

For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value: \$195,120 (+)

Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$16,210 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$211,330 (=)
Agricultural Value Loss:Ⓣ	\$0 (-)
Appraised Value:	\$211,330 (=)
HS Cap Loss: Ⓣ	\$77,180 (-)
Circuit Breaker: Ⓣ	\$0 (-)
Assessed Value:	\$134,150
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Improvement - Building

Type: RESIDENTIAL Living Area: 1775.0 sqft Value: \$195,120

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	MM5	1978	1775
OPMA		*	1978	135
PCMA		*	1978	68
AGMF		*	1978	616
PGOLA2		*	2018	280
SWF		FV	1978	510

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
A1	A1	0.23	10,128.75	81.03	125.00	\$16,210	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	\$195,120	\$16,210	\$0	\$211,330	\$77,180	\$134,150
2023	\$120,110	\$16,210	\$0	\$136,320	\$15,175	\$121,145
2022	\$99,930	\$16,210	\$0	\$116,140	\$6,008	\$110,132
2021	\$83,910	\$16,210	\$0	\$100,120	\$0	\$100,120
2020	\$87,930	\$16,210	\$0	\$104,140	\$0	\$104,140
2019	\$87,930	\$16,210	\$0	\$104,140	\$0	\$104,140
2018	\$134,640	\$16,210	\$0	\$150,850	\$0	\$150,850
2017	\$134,040	\$16,210	\$0	\$150,250	\$0	\$150,250
2016	\$134,040	\$16,210	\$0	\$150,250	\$0	\$150,250

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page Number
	OT	Other	UNKNOWN	KRAMER EDWARD D		
3/15/2017	WDVL	WARRANTY DEED W/VENDOR'S LEIN	KRAMER EDWARD D	RIOS DAVID L		309560

	R1	R2	R2A	R3	R4	MH	C1	C2	C3	C4	I1	I2	A9
Convent, monastery or other dwelling for pursuit of group religious ideals	S	S		S	P	S	S	P	P				P
Private country club	S	S		P	P	P	P	P					P
Day nursery or kinder	S	S		S	P	P	P	P	P	P	P		P
Fairground/Rodeo											P	P	S
Lodge or Club				S		P	P	S					P
Home, halfway house, or other group dwelling for alcoholic, narcotic, psychiatric patients or felons and delinquents		S		S	S		P	S					S
Hospital (acute care)					S			P	P				
Nursing home					P			P	P				
Institutions of religious or philanthropic nature		S		S	S	S		P	P				
Library, art gallery, museum					S	S		P	P				
Park, playground,	P	P		P	P	P	P	P	P	P	P	P	P
Public administration office		S		S	S	P	P	P	P	P	P	P	P
Home for the aged		P		P			P	P					
Private school, college or university	S	S		S	S			P	P				

200-FT Buffer at Prop ID: 11734



Page: 1 / 1

Drawn By: R. PICK

Last Update: 10/23/2024

Note: Ownership is labeled with its Prop ID.

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



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

Melinda Anne Brou
1513 Virginia
Kingsville, TX 78363
#18899

Alonzo B Vidal
215 E County Road 2205
Kingsville, TX 78363
#11155

Fabian Gomez
ETUX Angela
1521 Virginia
Kingsville, TX 78363
#19691

John R Fluman
1526 Virginia ST
Kingsville, TX 78363
#16384

Miguel Esparza
ETUX Monica N Rivas
1522 Virginia
Kingsville, TX 78363
#24733

Jack O Oliver
1518 Virginia ST
Kingsville, TX 78363
#17141

Dawson Mortensen-Chown
1514 Virginia AVE
Kingsville, TX 78363
#25481

Kenneth Yandell
ETUX Rita Lynn
1510 Virginia ST
Kingsville, TX 78363
#17900

Luis Miguel Gonzalez
ETUX Sabreena Daun
1506 Virginia
Kingsville, TX 78363
#10201

William B Rauch
ETUX Pamela K
1505 Lewis ST
Kingsville, TX 78363
#18685

Gregory Wollenzien
ETUX Autumn M
1504 Lewis
Kingsville, TX 78363
#10939

Doris Rosemary Huskey
1521 Lewis ST
Kingsville, TX 78363
#20240

Zhuofan Zhang
1525 Lewis ST
Kingsville, TX 78363
#12543

Ralph Alfred Perez Sr
ETUX Marilyn
1529 Lewis ST
Kingsville, TX 78363
#21018

Alberto Parea III
1530 Lewis
Kingsville, TX 78363
#22971

Guadalupe Fernandez
ETUX Leonor
1526 Lewis ST
Kingsville, TX 78363
#15382

Corina Gutierrez
1522 Lewis ST
Kingsville, TX 78363
#23726

Johnny Soliz
ETUX Margarita
1518 Lewis ST
Kingsville, TX 78363
#16156

Shelly Seann Maher
AKA Shelly Deann Chambers
1514 Lewis ST
Kingsville, TX 78363
#24500

Brandon P Stewart
1510 Lewis ST
Kingsville, TX 78363
#16912

William B Rauch
ETUX Pamela K
1505 Lewis ST
Kingsville, TX 78363
#18685

David Christopher
1506 Lewis
Kingsville, TX 78363
#25239

William R Durrill EST
Robert Anderson (IND EXEC)
615 South Upper Broadway
Corpus Christi, TX 78401
#19259

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Brenda Rios, applicant/owner; requesting a Special Use Permit for childcare in home in R1 (Single Family) of Anglewood, Block 3, Lot 12, also known as 1515 Lewis St, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Brenda Rios, applicant/owner; requesting a Special Use Permit for childcare in home in R1 (Single Family) of Anglewood, Block 3, Lot 12, also known as 1515 Lewis St, Kingsville, TX 78363.

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

Years

CONTINUED FROM PAGE 1

brink said.

He explained that the unique thing about this is the sense of belonging along with family and pride that goes into making the annual event a success.

"We can't pull this off without friends and family coming back," Uterbrink said.

Greg Wallace also does a lot to bring the event together.

"This is a homecoming, it's about the parish, it's a family and community reunion," Wallace said.

The annual event draws in around 1,600 to 1,800 people. Some come from as far away as New Mexico and Minnesota to have the family style, all you can eat turkey dinner that includes fresh baked turkey, homemade dressing, cranberry sauce, mashed potatoes, gravy, cucumber and green bean salads, bread, coffee, tea, and desserts.

Beer and soft drinks are available for purchase as well.

After lunch, those in attendance have a full day of fun, and they can participate in the Turkey Shoot (trap and target), the country store, kid's games, fish pond, ring toss, raffles, silent auctions and bingo. Wallace said they play bingo non-stop from 2 p.m. to 6 p.m.

"They play special games for special prizes (values greater than \$100) every 15 minutes

and announce the names of businesses several times in recognition of their donations.

A Country Western Dance follows the days excitement from 8 p.m. to midnight. This year the "Michael Burts Band" will perform. Drinks and set ups are available.

Wallace said that they move fast throughout the day to make things happen on time.

"There are 30 to 35 people per table and each table has a different family. All of our volunteers move in and around and there is really no training because they have been doing this all their lives," he said.

"The way it works is you come in and sit down and someone will bring you a plate you don't have to order.

"You never know who your server is going to be, it could be a doctor or a lawyer that is waiting on you," Wallace said.

Uterbrink said since the church began, there has never been a year they didn't have the celebration, which is also the biggest fundraiser of the year for the church.

"The only thing I can suggest to people is that they should try it at least once. If you've never been, try to come in and you will meet people from all over Texas and The United States. I don't know how to do Thanksgiving any other way," Uterbrink said.

City

CONTINUED FROM PAGE 1

would discuss with his wife what his path forward should be in the coming weeks.

McLaughlin said if he were to resign, a customary 30-day notice would be required and that if he chose to resign, he would "not want to leave the city hanging."

He wanted to make it clear that he had come to no decision yet on his future.

In other business at the meeting, three final plats for the future Somerset Subdivision in Kingsville were approved. The plats for Unit 2B, containing 14.2 acres, the 9.53 acre final plat of Unit 3 and the 17.23 acre final plat of Unit 4 were all approved by 4-0 votes. Commissioner Hinojosa was not present for that section of the meeting.

Commissioners also approved by a 4-0 vote for the Animal Services department to purchase a \$20,000 grant, requiring no city match, from the ASPCA.

An amendment to the admin policy allowing for mental health leave by city

employees was unanimously approved as well.

Up to 48 hours paid leave would be allowed for any city employee who would be involved in a physically or emotionally traumatizing event. An example would be an officer-involved shooting, or any employee who witnessed a sudden death while on the job.

A written request would be submitted by an employee to their supervisor, who would then have 24 hours to decide on the leave approval.

"This is very good," Commissioner Edna Lopez said. "I'm all for it."

During public comments, three citizens spoke out regarding what they considered lack of urgent response to unleashed animals in the city. Representing members of the local US Postal carriers, they said the situation is dangerous for mail delivery workers, who they say have faced numerous encounters with stray and unleashed dogs recently. Vicki Benys, representing

818 Heroes, provided commissioners with an update on the program honoring her late husband and fallen KPD Officer Sherman Benys.

She said the golf tournament in September was their "biggest one yet," featuring 128 golfers and 32 teams.

She added that in November, 818 Heroes held a blood drive, and also held a memory walk, as well as feeding local law enforcement officers.

She added that a bite suit was purchased for a KPD K9 officer, and that 818 Heroes also provides "equipment, training and counseling" for first responders.

"I long for the days when 818 Heroes can be mentioned and everyone knows exactly what the group is," she added.

In his report, McLaughlin noted he'd be in attendance for the groundbreaking at the NAS-Krag building.

He added that city crews had planned to resurface portions of Wells Street between Yoakum and Kleberg, as well as one block of 4th Street.

Win

CONTINUED FROM PAGE 10

thinks a flag football team to school would be amazing.

"I really enjoy playing flag football with revolution, because it brought me so much more friendships. It feels really good to be a state champion, just being able to know that we won that is amazing," Nino said.

"It wasn't what I expected. I had a lot of fun and it

was something new to experience. It took a lot of hard work and dedication from each one of us to make it to State," running back Savannah Penless said.

Jaylah Caldera said she loves the sport.

"The girls on my team aren't just friends, they have also become my family. After having a few injury set-

backs, the girls always kept pushing me to be better. The best part is having my dad, Leroy, and uncle, Xavier, coach me on this team. Becoming State champs was a challenge but we made it happen. I hope they make it a UIL sport. We are hungry for more and I am excited to see what comes in the future," Caldera said.

Arrest

CONTINUED FROM PAGE 1

the theft of five vehicles from Neessen Chevrolet in June 2024.

He remains in the Kleberg County Jail on charges of

burglary and theft of property.

Puentes' bond for the theft charge has been set at \$25,000.

Chief John Blair empha-

sized the continued dedication of KPD officers and their swift response to protect local businesses, ensuring the safety of the community.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Baltazar Ramirez, applicant/owner; requesting a Special Use Permit for a Carwash in C2 (Retail) of College AC, Block 11, Lot E100*SE/4, also known as 600 West Corral Ave, Kingsville, TX 78363.

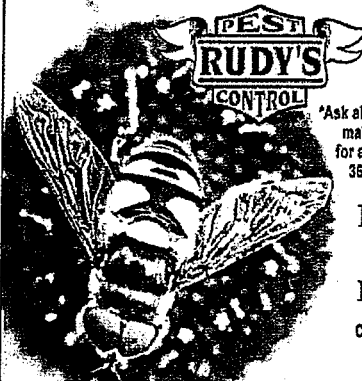
The meeting will be held at City Hall, 400 West King Ave, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Baltazar Ramirez, applicant/owner; requesting a Special Use Permit for a Carwash in C2 (Retail) of College AC, Block 11, Lot E100*SE/4, also known as 600 West Corral Ave, Kingsville, TX 78363.

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



PEST CONTROL RUDY'S

*Ask about our affordable maintenance plans for a pest-free home 365 days a year.

BEES AND FLEAS

CALL TODAY FOR AN ESTIMATE!

- Roaches
- Ants
- Flies
- Ticks
- Bees
- Scorpions
- Termites
- Other Pests

Protect your family and pets with our safe and effective pest control solutions against these and other potentially harmful household pests.

816 N. 14th Street Kingsville, TX 78363
TPCL #13343
595-RUDY

Commercial and Residential "Serving Kingsville, Bishop and the Surrounding Area"

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1101 S US HWY 77, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Ross West, applicant/owner; requesting approval of Re-Zoning from C2 (Retail) to C4 (Commercial) of Jesse 2, Lot 9, 10, Acres 1.64, also known as 1101 S US HWY 77, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 4, 2024, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

Brenda Rios, applicant/owner; requesting a Special Use Permit for childcare in home in R1 (Single Family) of Anglewood, Block 3, Lot 12, also known as 1515 Lewis St, Kingsville, TX 78363.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, December 9, 2024, at 5:00 p.m. wherein the City Commission will discuss the following item and at which time all interested persons will be heard:

Brenda Rios, applicant/owner; requesting a Special Use Permit for childcare in home in R1 (Single Family) of Anglewood, Block 3, Lot 12, also known as 1515 Lewis St, Kingsville, TX 78363.

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

ORDINANCE NO. 2024-_____

AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR CAR WASH USE IN C2 (RETAIL DISTRICT) AT COLLEGE AC, BLOCK 11, LOT E100' SE/4, ALSO KNOWN AS 600 WEST CORRAL AVE., KINGSVILLE, TEXAS; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Baltazar Ramirez, owner/applicant, for amendment to the zoning map of the City of Kingsville;

WHEREAS, the property is currently zoned C2-Retail District and it is desired for the area to be used for a car wash, while its prior use was a car wash;

WHEREAS, the City Code of Ordinances, Chapter XV-Land Usage, Appendix A- Land Use Categories states that in C2 a special use permit is required to have a car wash; and

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, December 4, 2024, during a meeting of the Planning Commission, and on Monday, December 9, 2024, a public hearing was held during a meeting of the City Commission, in the Helen Kleberg Groves Community Room/Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning and Zoning Commission voted 6-0 to APPROVE, with 0 abstentions, the requested special use permit; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a Car Wash on the premises known as College AC, Block 11, Lot E100'SE/4, also known as 600 West Corral Ave., Kingsville, Texas, as more specifically describe on site plan attached as Exhibit A.

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

1. **ALLOWED USE:** The only uses authorized by this Special Permit other than the permitted "C2" Retail District use is as a Car Wash.

2. **STATE LICENSE:** The premises or operator will be licensed or registered by the State of Texas, if needed, to have such a car wash.

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

4. **SPECIAL CONDITION:** The applicant shall obtain all required background checks, business licenses and have and cooperate with all annual fire safety, health, and sanitation inspections, or other inspections required for this type of use by the City of Kingsville or any State or Federal requirement, in order to maintain compliance with federal, state and city regulations for the facility.

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

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

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

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

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

INTRODUCED on this the 9th day of December, 2024.

PASSED AND APPROVED on this the 13th day of January, 2025.

Effective Date: _____, 2020

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #14

V. H. S. R. 1/1/2024

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: December 9, 2024

SUBJECT: Consider Awarding Master Agreement of Professional Services with Garver (RFQ 25-02) – WaterSMART Drought Response Grant Administered by the U.S. Bureau of Reclamation.

Summary:

We seek approval to award a Master Agreement of Professional Services to Garver, selected through RFQ 25-02, for the design and rehabilitation of critical water infrastructure. The project scope includes:

- Rehab Water Well #14
- New Water Well #20
- Rehab Water Well #22
- Rehab Water Well #24
- New 0.5 MG Elevated Storage Tank at Water Well #25

The contract covers essential services to ensure efficient and compliant project delivery, including:

- Project Management & Coordination
- Planning and Conceptual Phase
- TCEQ Permitting
- Preliminary Design Phase (30%)
- Final Design Phase (60% and 100%)
- Bidding Services
- Construction Administration Services
- Post Construction/Close Out Services

Additional services, such as surveying and geotechnical investigations, are included to address project-specific requirements effectively.

Background:



**City of Kingsville
Engineering Dept.**

RFQ #25-02 for Professional Engineering Services was advertised in the local newspaper and on the City's website on September 19 and September 26, 2024, with a submission deadline of 4:00 p.m. on October 8, 2024. Four firms submitted Statements of Qualifications (SOQs):

1. Collier Engineering & Design, Corpus Christi, Texas.
2. International Consulting Engineers (ICE), Corpus Christi, Texas.
3. Garver, Harlingen, Texas.
4. Hanson, Corpus Christi, Texas.

An evaluation committee comprising the City Manager, Capital Improvements Manager, Public Works Director, and City Engineer reviewed the submissions. Based on qualifications, experience, and proposed approach, Garver was identified as the most qualified firm to meet the City's needs.

This project is integral to addressing ongoing challenges related to aging water infrastructure, ensuring compliance with regulatory standards, and securing sustainable water resources for the City.

Financial Impact:

Professional Engineering Services will be paid from contingent awarded grant funds.

Recommendation:

Staff recommends approving the Master Agreement of Professional Services between the City and Garver in the amount of \$1,894,805.

Attachments:

Master Agreement of Professional Services



RESOLUTION #2024-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A MASTER AGREEMENT FOR PROFESSIONAL SERVICES (ENGINEERING) WITH GARVER LLC FOR THE WATERSMART DROUGHT RESPONSE GRANT ADMINISTERED BY THE U.S. BUREAU OF RECLAMATION FOR WATER SYSTEM IMPROVEMENTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (“City”) has applied for water system improvement projects under the WaterSMART Drought Response Grant Program (“WaterSMART”) administered by the U.S. Bureau of Reclamation and needs to obtain the services of a professional engineer for said project (rehab water well #14, new water well #20, rehab water well #22, rehab water well #24, and new 0.5 MG elevated storage tank at water well #25) pending funding allocation; and

WHEREAS, the WaterSMART Program requires implementation by professionals experienced in federally funded projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with program requirements and state law; and

WHEREAS, the City advertised RFQ #25-02 in the local newspaper on September 19 and 26, 2024 and four Statements of Qualification (SOQ) in response to the RFQ were submitted by the October 8, 2024 deadline; and

WHEREAS, the City Selection Review Committee (City Manager, Capital Improvements Manager, Public Works Director, and City Engineer) each reviewed the SOQ’s and recommended the RFQ be awarded to Garver LLC (“Garver”);

WHEREAS, the proposals received for RFQ #25-02 by the due date were reviewed to determine the most qualified and responsive provider for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources;

WHEREAS, the City Commission officially selected Garver LLC as the engineering firm for the WaterSMART program on October 28, 2024, and staff has negotiated a contract for a fair and reasonable price under the Professional Services Procurement Act with the firm and now brings the contract back before City Commission for approval;

WHEREAS, the City is not obligated to proceed with the contract if the City is not awarded the WaterSMART Drought Response Grant Program funds administered by the U.S. Bureau of Reclamation.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to execute a Master Agreement for Professional Services with Garver LLC for the WaterSMART Drought Response Grant Program funds administered by the U.S. Bureau of Reclamation for water system improvements in accordance with Exhibit A hereto attached and made a part thereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 9th day of December, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



**Master Agreement
For
Professional Services**

City of Kingsville

Project No. 2401597



Contents

RECITALS	1
1. DEFINITIONS.....	1
2. SCOPE OF SERVICES.....	1
3. PAYMENT	2
4. AMENDMENTS	2
5. OWNER'S RESPONSIBILITIES.....	2
6. GENERAL REQUIREMENTS	3
7. INSURANCE.....	6
8. DOCUMENTS.....	6
9. INDEMNIFICATION / WAIVERS.....	7
10. DISPUTE RESOLUTION	8
11. TERMINATION.....	9
12. MISCELLANEOUS	10
13. EXHIBITS	10



THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made as of the Effective Date by and between City of Kingsville hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**" or "**Engineer**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, Owner is in need of certain professional Services as further set forth in the applicable Work Order.

WHEREAS, Garver will provide professional Services as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

"Work Order" means a document executed by both Parties reflecting Owner's request for professional Services in the form of Exhibit A.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service requested by Owner under a Work Order(s) (the "**Services**"). Execution of the applicable Work Order by Owner constitutes Owner's written authorization to proceed with the Services set forth in such Work Order. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and the applicable Work Order. Owner represents that funding sources necessary to pay Garver in accordance with the terms of this Agreement will be in place prior to execution of the applicable Work Order.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
 - 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
 - 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
 - 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit C, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional work created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. Owner's responsibilities shall include the following:
 - 5.1.1. Those responsibilities set forth in the applicable Work Order.
 - 5.1.2. Pay Garver in accordance with Section 3 and the applicable Work Order.



- 5.1.3. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in the applicable Work Order.
- 5.1.4. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Work Order; or (iii) Owner's performance of its responsibilities under this Agreement.
- 5.1.5. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents, if any.
- 5.1.6. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

- 6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.
- 6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's project specific safety programs, which have been provided to Garver in writing in advance of any site visits.
- 6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does



not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. Garver is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.
- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.
- 6.2.3. Property Rights. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so embedded and may not be separated therefrom.
- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of the project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of project costs or construction costs provided pursuant to the applicable Work Order, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. Garver shall be responsible only for those construction phase Services expressly set forth in a Work Order, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.2. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.

6.5.3. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the work as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or



transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

- 6.7. **Confidentiality.** Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

7. INSURANCE

7.1. Insurance.

- 7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit B until completion of the Service.
- 7.1.2. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.
- 7.1.3. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit B.

8. DOCUMENTS

- 8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with 3 business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).
- 8.2. Delivery. After completion of the Services, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under the applicable Work Order.



9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

- 9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.
- 9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.
- 9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

- 9.2.1. THE PARTIES AGREE THAT ANY CLAIM OR SUIT FOR DAMAGES MADE OR FILED AGAINST THE OTHER PARTY WILL BE MADE OR FILED SOLELY AGAINST GARVER OR OWNER RESPECTIVELY, OR THEIR SUCCESSORS OR ASSIGNS, AND THAT NO PERSONNEL SHALL BE PERSONALLY LIABLE FOR DAMAGES UNDER ANY CIRCUMSTANCES.
- 9.2.2. MUTUAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER OWNER, GARVER, NOR THEIR RESPECTIVE PERSONNEL SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES ARISING FROM OR IN CONNECTION WITH LOSS OF USE, LOSS OF REVENUE OR PROFIT (ACTUAL OR ANTICIPATED), LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED COST OF CONSTRUCTION, COST OF CAPITAL, COST OF REPLACEMENT POWER OR CUSTOMER CLAIMS, AND OWNER HEREBY RELEASES GARVER, AND GARVER RELEASES OWNER, FROM ANY SUCH LIABILITY.
- 9.2.3. LIMITATION. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE WORK ORDER TO BOTH THE OWNER AND GARVER, OWNER HEREBY AGREES THAT GARVER'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO ONE HUNDRED PERCENT (100%) OF GARVER'S FEE SET FORTH IN THE APPLICABLE WORK ORDER GIVING RISE TO THE LIABILITY.
- 9.2.4. NO OTHER WARRANTIES. NO OTHER WARRANTIES OR CAUSES OF ACTION OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) SHALL APPLY. OWNER'S EXCLUSIVE REMEDIES AND GARVER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE SERVICES



(PATENT, LATENT OR OTHERWISE), WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE THOSE STATED IN THE AGREEMENT.

9.2.5. THE LIMITATIONS SET FORTH IN SECTION 9.2 APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, OR NEGLIGENCE INCLUDING GROSS NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION, OR ANY OTHER CAUSE WHATSOEVER.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.

10.1.3. The site of the arbitration shall be Texas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.



10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with the applicable Work Order for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.



12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Texas, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Form of Work Order
Exhibit B – Insurance
Exhibit C – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.



IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Kingsville

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



**EXHIBIT A
(FORM OF WORK ORDER)**

**WORK ORDER NO. []
City of Kingsville
Project No. XXXXXXX**

This WORK ORDER ("Work Order") is made by and between the **City of Kingsville** (hereinafter referred to as "Owner") and **Garver, LLC**, (hereinafter referred to as "Garver") in accordance with the provisions of the **MASTER AGREEMENT FOR PROFESSIONAL SERVICES** executed on [??/??/????] (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements for **[Insert Project Title]**:

[Insert text here.]

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

1. SCOPE OF SERVICES

- 1.1. Garver shall provide the following Services:
 - 1.1.1. [Insert text here [or] in Appendix A as needed.]
- 1.2. In addition to those obligations set forth in the Agreement, Owner shall:
 - 1.2.1. [Insert text here]

2. PAYMENT

For the Services set forth above, Owner will pay Garver as follows: [Insert Text Here]

3. APPENDICES

- 3.1. The following Appendices are attached to and made a part of this Work Order:
- 3.2. Appendix A - Scope of Services
- 3.3. Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]



The effective date of this Work Order shall be the last date written below.

City of Kingsville

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



**EXHIBIT B
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

	Statutory Limit
Worker's Compensation	
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT C
(FORM OF AMENDMENT)**

This Amendment No. [], effective on the date last written below, shall amend the original contract between the City of Kingsville ("Owner ") and Garver, LLC ("Garver"), dated [Insert date] (the "Agreement").

This Amendment No. [] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [] - [Insert section heading] Section [] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Kingsville

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

AGENDA ITEM #15

Work Order
No. 1

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Rutilio P. Mora Jr, P.E., City Engineer
DATE: December 9, 2024
SUBJECT: Consider Authorizing Work Order No. 1 to the Master Agreement to the Professional Services with Garver (RFQ 25-02) – WaterSMART Drought Response Grant Administered by the U.S. Bureau of Reclamation.

Summary:

We seek approval to authorize Work Order No.1 to the Master Agreement of Professional Services with Garver, who was selected through RFQ 25-02 on 10/28/24, for the design and rehabilitation of critical water infrastructure. The project scope includes:

- Rehab Water Well #14
- New Water Well #26 at WW site #20
- Rehab Water Well #22
- Rehab Water Well #24
- New 0.5 MG Elevated Storage Tank at Water Well #25

The contract covers essential services to ensure efficient and compliant project delivery, including:

- Project Management & Coordination
- Planning and Conceptual Phase
- TCEQ Permitting
- Preliminary Design Phase (30%)
- Final Design Phase (60% and 100%)
- Bidding Services
- Construction Administration Services
- Post Construction/Close Out Services

Additional services, such as surveying and geotechnical investigations, are included to address project-specific requirements effectively.

Background:



City of Kingsville
Engineering Dept.

RFQ #25-02 for Professional Engineering Services was advertised in the local newspaper and on the City's website on September 19 and September 26, 2024, with a submission deadline of 4:00 p.m. on October 8, 2024. Four firms submitted Statements of Qualifications (SOQs):

1. Collier Engineering & Design, Corpus Christi, Texas.
2. International Consulting Engineers (ICE), Corpus Christi, Texas.
3. Garver, Harlingen, Texas.
4. Hanson, Corpus Christi, Texas.

An evaluation committee comprising the City Manager, Capital Improvements Manager, Public Works Director, and City Engineer reviewed the submissions. Based on qualifications, experience, and proposed approach, Garver was identified as the most qualified firm to meet the City's needs. Garver LLC was awarded the RFQ at a City Commission Meeting on 10/28/24. The Master Agreement for Professional Services with Garver was approved by the City Commission on 12/09/24.

This project is integral to addressing ongoing challenges related to aging water infrastructure, ensuring compliance with regulatory standards, and securing sustainable water resources for the City.

Financial Impact:

Professional Engineering Services will be paid from contingent awarded grant funds.

Recommendation:

Staff recommends approving Work Order No.1 to the Master Agreement for Professional Services between the City and Garver in the amount of \$1,894,805.

Attachments:

Work Order No.1 to the Master Agreement of Professional Services



RESOLUTION #2024-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE WORK ORDER NO.1 TO THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES (ENGINEERING) WITH GARVER LLC FOR THE WATERSMART DROUGHT RESPONSE GRANT ADMINISTERED BY THE U.S. BUREAU OF RECLAMATION FOR WATER SYSTEM IMPROVEMENTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (“City”) has applied for water system improvement projects under the WaterSMART Drought Response Grant Program (“WaterSMART”) administered by the U.S. Bureau of Reclamation and needed to secure the services of a professional engineer for said projects (rehab water well #14, new water well #20, rehab water well #22, rehab water well #24, and new 0.5 MG elevated storage tank at water well #25) pending funding allocation; and

WHEREAS, the WaterSMART Program requires implementation by professionals experienced in federally funded projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with program requirements and state law; and

WHEREAS, the City advertised RFQ #25-02 in the local newspaper on September 19 and 26, 2024 and four Statements of Qualification (SOQ) in response to the RFQ were submitted by the October 8, 2024 deadline; and

WHEREAS, the City Selection Review Committee (City Manager, Capital Improvements Manager, Public Works Director, and City Engineer) each reviewed the SOQ’s and recommended the RFQ be awarded to Garver LLC (“Garver”);

WHEREAS, the proposals received for RFQ #25-02 by the due date were reviewed to determine the most qualified and responsive provider for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources;

WHEREAS, the City Commission officially selected Garver LLC as the engineering firm for the WaterSMART program on October 28, 2024, and staff negotiated a contract for a fair and reasonable price under the Professional

Services Procurement Act with the firm, which was approved by the City Commission on December 9, 2024;

WHEREAS, the City is not obligated to proceed with the contract if the City is not awarded the WaterSMART Drought Response Grant Program funds administered by the U.S. Bureau of Reclamation

WHEREAS, the Garver contract requires the parties to develop a scope of work for a specified price and timeline through Work Orders, and Work Order No.1 to the Master Agreement for Professional Services between the City and Garver has negotiated for a fair and reasonable price under the Professional Services Procurement Act with the firm so staff now brings Work Order No.1 to the Master Agreement for Professional Services back before City Commission for approval.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to execute Work Order No.1 to the Master Agreement for Professional Services with Garver LLC for the WaterSMART Drought Response Grant Program funds administered by the U.S. Bureau of Reclamation for water system improvements in accordance with Exhibit A hereto attached and made a part thereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the _____ 9th day of _____ December _____, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



**Work Order No. 1
to the
Master Agreement
For
Professional Services
City of Kingsville
Project No. 2401597**



This WORK ORDER ("Work Order") is made by and between the **City of Kingsville** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on _____ (the "Agreement").

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services as documented in Appendix A.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver as follows:
The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management & Coordination	\$156,400	LUMP SUM
Planning and Conceptual Phase	\$149,180	LUMP SUM
TCEQ Permitting	\$69,150	LUMP SUM
Preliminary Design Phase (30%)	\$481,850	LUMP SUM
Final Design Phase (60% & 100%)	\$514,175	LUMP SUM
Bidding Services	\$59,525	LUMP SUM
Construction Administration Services	\$410,900	LUMP SUM
Post Construction/Close-Out Services	\$53,625	LUMP SUM
TOTAL FEE	\$1,894,805	LUMP SUM

The lump sum amount to be paid under this Work Order is \$1,894,805.00.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:
3.1.1 Appendix A - Scope of Services

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



The effective date of this Work Order shall be the last date written below.

CITY OF KINGSVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



City of Kingsville
Drought Resiliency Water System Improvements
APPENDIX A
(SCOPE OF SERVICES)

GENERAL

Generally, the Scope of Services of this Agreement includes the professional services necessary for the planning and design of three new components, being a new 0.5 MG Elevated Storage Tank (EST), a new production well with related appurtenances at an existing site (currently identified as well site No. 20), and the rehabilitation of three existing wells for the City of Kingsville (Owner), located in Kleberg County, Texas. As part of the professional services of this agreement, Garver will also perform necessary USBR coordination, TCEQ Permitting Services, as well as Bidding Services and Construction Administration Services.

The new EST is anticipated to be located within an existing site, and no land acquisition is required. The new EST will have a storage capacity of 0.5 MG and is anticipated to be of a composite built (concrete pedestal and steel tank). The new water well will be constructed at existing well site No. 20 and is intended to be approximately 750 gpm in capacity based on the surrounding existing wells. The design of the new well also includes all ancillary systems necessary for a complete production well system. Existing production wells No. 14, No. 22, and No. 24 will have their underground components rehabilitated with the objective of restoring them to their original design capacities. They are currently experiencing decreased production. The exact procedure will be developed as part of the design efforts of this agreement, and may include videoing the existing well conditions, mechanically and/or chemically cleaning the screens, among other rehabilitation techniques. Well No. 14 will also require the general rehabilitation of its pump house, electrical components, chemical feed equipment, among other above-ground components.

The design efforts will include TCEQ permitting assistance, and the production of plans and specifications for bidding. Bidding services will begin once TCEQ construction permitting has been issued for the improvements. Construction administration services are anticipated to begin with the Owner's selection and award of the construction contract. Funding coordination and necessary reporting to the funding agency (USBR) will be performed as part of the project across the life of the agreement.

It is anticipated that once project funding is allocated by USBR, a separate Work Order will be executed which will include required subconsultant services, such as surveying and geotechnical explorations.

TASK 1 – Project Management & Coordination

Throughout the entire project Garver will perform project management services. The following services shall be provided during each of the Tasks:

- a. Conduct task-specific kickoff meetings.
 - i. The kickoff meetings will serve as an opportunity for Garver and the Owner to review the project scope, objectives, and schedule.
 - ii. The meetings will also address specific issues, Owner preferences, and goals.
 1. Engineer will provide meeting minutes when appropriate.
- b. Project tracking, invoicing, coordination meetings and project updates. It is assumed that the project will be invoiced monthly and on a lump sum basis based on the percentage of tasks completed.



- c. Preparation of a Project Management Plan (PMP) and Quality Control Plan (QCP), and implementation of the PMP/QCP throughout the project.
- d. Conduct QC reviews of each deliverable prior to delivery to Owner, in accordance with the QCP.
- e. Coordination and management of USBR grant funding agreement requirements across life of project.

TASK 2 – Planning and Conceptual Phase

Garver will perform a limited evaluation of the existing system with the intent of understanding how best to integrate the new components. Garver will also assist Owner in confirming the best location for the new EST and the new well. Findings will be organized into a short Summary of Recommendations document for the Owner.

1. Limited Evaluation of Existing System: Garver will perform an assessment to evaluate cohesion between the existing systems and the new components, as needed. The work will include the following:
 - a. Data collection from Owner and review of relevant information including:
 - i. As-built drawings of the pertinent existing facilities in PDF format.
 - ii. Any previous applicable studies and reports in PDF format.
 - iii. Any available process data and monitoring reports.
 - b. The evaluation will be only as it relates to factors impacting the incorporation of the new components.
2. Support coordination of test well driller and test well activities:
 - a. Garver will support Kingsville in preparing the scope of work to engage the test well driller.
 - b. Garver will provide the testing parameters for samples collected by well driller.
 - c. Test well driller is expected to drill test well and perform the necessary pumping tests and water sample collections as per scope of work.
 - d. Garver will verify the results of the test well efforts and assist in the finalization of production well location and capacity.
3. Develop any necessary alternatives for the new elevated storage tank, new well, and well rehabilitations.
 - a. Possible alternatives will be evaluated based on location, ease of construction, overall footprint, operability, and cost.
 - b. Develop conceptual layout and configuration of alternative for Owner's consideration.
 - c. Work in conjunction with Owner to refine and finalize the layouts and configuration of the selections during the preliminary and final design phases.
4. Garver will secure required subconsultant services for the project under a separate work order.



TASK 3 – TCEQ Permitting

Assist Owner in obtaining permit approvals from TCEQ for the new components. Garver will assist Owner in obtaining or completing the following items:

1. TCEQ Summary Transmittal Letter for construction approval of the new systems.
2. TCEQ Construction Permit, including plan and specification review by TCEQ (and required engineering responses) for project components, including completion of required TCEQ checklist items, as well as a corrosion control report for new well if required by TCEQ.

TASK 4 – Preliminary Design Phase (30%)

Garver will perform services to prepare a preliminary design. Garver will provide the following:

1. The preliminary design phase submittal will be a workshop review of specific preliminary drawings requiring consideration or decision by Owner, and an opinion of probable construction cost (OPCC). This submittal will not include technical specifications. Garver will not begin the final design until the preliminary design is approved. Preliminary design will include:
 - a. Preliminary OPCC, AACE Class 3.
 - b. Preliminary Drawings which will include site layout and preliminary tank and well drawings will be produced for review by the Owner.
 - c. Equipment Data Sheets and Manufacturer Information.
2. Participate and development of content for a 30% review meeting with the Owner.
 - a. Owner will direct the Engineer to proceed with final design after review of Engineer's responses to comments.
3. Owner will provide instructions regarding:
 - a. Advertisements for bids and instructions to bidders.
 - b. Owner's procurement practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's requests for proposals or other procurement documents.
 - c. Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in construction procurement documents.
4. Perform all required Garver quality assurance and quality control procedures appropriate for the 30% review phase.

TASK 5 – Final Design Phase (60% and 100%)

After acceptance by Owner of the Preliminary Design Phase deliverables, and upon written authorization from Owner, Engineer shall:

1. Prepare 60% Design Deliverable
 - a. The 60% Deliverable will include:



- i. A client workshop to review overall project progress to a 60% design level, in which engineer will identify and discuss any aspects requiring consideration or decision by owner.
 - ii. 60% OPCC, consisting of an AACE Class 2 estimate.
 - b. Owner shall submit comments to Engineer on the 60% deliverables. Engineer will provide responses to Owner comments.
 - c. Owner will direct to Engineer to proceed with 100% design after review of Engineer's responses to comments.
2. Prepare 100% Design Deliverable
 - a. The 100% Deliverable will include:
 - i. Final Drawings.
 - ii. Final Bidding Documents.
 - iii. Final Technical Specifications.
 - iv. Updated Opinion of Probable Construction Cost.
 - b. Owner will provide instructions regarding:
 - i. Advertisements for bids, instructions to bidders, and requests for bids, as applicable.

TASK 6 – Bidding Services

During the bidding phase of the project, Garver will:

1. Prepare Advertisement for Bids as directed by the Owner. Owner will pay advertising costs.
2. Dispense construction contract documents electronically to prospective bidders via a plan room website. Paper copy distribution of bidding documents is not anticipated or included.
3. Support the bidding process by preparing addenda as appropriate.
4. Participate in a pre-bid meeting as necessary.
5. Answer pertinent pre-bid questions via addendum or as directed by Owner.
6. Attend the bid opening.
7. Prepare bid tabulation.
8. Evaluate bids and recommend award.
9. Prepare construction contracts.

TASK 7 – Construction Administration Services

During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and conduct the preconstruction meeting.
2. Prepare for and attend utilities coordination meeting, if requested.
3. Attend construction progress meetings with Owner and Contractor, no more than one per month. Monthly progress meetings will include a group site visit if needed.



4. Attend and organize all progress/coordination meetings with Owner as needed.
5. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents. A review of no more than 100 shop drawings is assumed in the scope.
6. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. A review of no more than 20 RFIs are assumed in the scope.
7. Review the Contractor's progress payment requests, based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
8. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver. The scope assumes no more than eight (8) change orders.
9. When requested by Owner, prepare or present updates or report progress on the upgrades and construction phase activities,
10. Participate in substantial completion and final project inspection, prepare punch list, review final project closing documents, and review final pay request.
11. The proposed fee for Construction Phase Services is based on a 540-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
12. Perform construction observation during substantial construction activities at the job site. Such activities may include: concrete pours, final rebar placement, installation of deep foundations, drilling of well, erection of EST, installation of well equipment.
13. Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the



deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

TASK 8 – Post Construction/Close Out Services

Following completion of the construction phase, Garver will perform the following:

1. Prepare and furnish record drawings based on redlines prepared by Contractor during construction.
2. Procure from contractor all pertinent close-out documents, such as lien waivers, construction warranty, equipment warranties, equipment O&M manuals, etc.
3. Issue Certificate of Construction Completion.
4. Coordinate necessary funding closeout activities with funding agency (USBR).

EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, which designs, specifications and requirements have previously been agreed upon and accepted by Owner, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
2. Surveys and Geotechnical evaluations required during the project. They are expected to be included in a separate Work Order from this one.
3. Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities (excluding TCEQ) having jurisdiction over the anticipated environmental impact of the Project.
4. Services resulting from Owner's request to evaluate additional alternative solutions beyond those agreed.
5. Services required as a result of Owner providing incorrect Project information to Engineer.
6. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
7. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
8. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.



9. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
10. Providing construction surveys and staking to enable Owner or a Contractor to perform its work; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
11. Responding to public comments, including participating in any public meetings, public hearings, or meeting with potential protestants.
12. Environmental handling and documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
13. Floodplain delineation and coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
14. Payment for any testing, including materials testing and water quality testing.
15. Construction materials testing and IBC related special inspections and related tests.

Extra Work will be as directed by Kingsville in writing for an additional fee as agreed upon by Kingsville and Garver.

SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below. The following durations for each deliverable are based on timely responses from the Owner. While not listed in the schedule, there are Owner review periods at the conclusion of each design deliverable. The duration of Owner review periods may vary. The process will generally include the following steps: 1) Owner receipt of design deliverable; 2) Owner review and submittal of comments; 3) Garver receipt and review of Owner comments; 4) Garver responses back to Owner; 5) Owner approval of responses and therewith approval of the design deliverable package. The duration of this overall review process is assumed to last 14 to 30 calendar days. Upon receipt of Owner's approval of responses and design deliverable, Garver will initiate the next step/phase in the schedule.

PHASE DESCRIPTION	CALENDAR DAYS
NOTICE TO PROCEED	0 days
PLANNING AND CONCEPTUAL PHASE	120 days from NTP
PRELIMINARY DESIGN PHASE	150 days from Planning and Conceptual Phase
TCEQ PERMITTING	180 days from Preliminary Design Phase (depending on TCEQ review timeframe)
FINAL DESIGN PHASE	150 days from approval of Preliminary Design Phase
BIDDING SERVICES	75 days from approval of Final Design
CONSTRUCTION ADMINISTRATION SERVICES	540 days from Contractor's Notice to Proceed
POST CONSTRUCTION SERVICES	60 days from Construction Administration Services

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: December 9, 2024
SUBJECT: City of Kingsville Phone System

Summary:

This item authorizes approval of the replacement of desk phones, including service, for all City of Kingsville locations, excluding KPD, with hardware and service provided by Vested Networks.

Background:

The City's current phone solution is a hybrid system that consists of on-premises phone equipment that services City Hall, Public Works, and Municipal Court/Utility Billing as well as cloud-based phones at all other locations excluding KPD. The contract for services to the on-premises locations is coming to an end and new service must be procured for them. The cloud phone provider at the other locations has announced increased costs while also experiencing significant issues with service resulting in multiple prolonged disruptions to phone service at several locations. This item proposes to move all the 112 aforementioned lines of service to a more reliable cloud phone service provider, Vested Networks of Lewisville, TX (TIPS Co-Op Contracts 240101 and 240303).

Financial Impact:

Monthly recurring cost for service for 112 lines is \$2,531.00. This is a lesser amount than what is currently being paid to Foremost Technologies and Mitel, now a RingCentral company, for service (\$3,337,32 on average). This item will be budget neutral with the opportunity of generating a nominal cost savings to the City of Kingsville.

Recommendation:

It is recommended the City Commission approve the agreement for telecommunications services with Vested Networks.



RESOLUTION #2024-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN VESTED NETWORKS AND THE CITY OF KINGSVILLE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's current phone solution is a hybrid system that consists of on-premises phone equipment that services City Hall, Public Works, and Municipal Court/Utility Billing as well as cloud-based phones at other locations excluding KPD; and,

WHEREAS, the contract for services to on-premises locations is coming to an end and a new service must be procured; and,

WHEREAS, the cloud phone provider at other locations has announced increased costs and has had significant service provision issues; and,

WHEREAS, the City has located a provider (Vested Networks) on the TIPS purchasing cooperative, who is being used by some local entities, that provides the best value to the City for telecommunication services; and,

WHEREAS, the City and Vested Networks have negotiated an Agreement for telecommunication services.

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 an Agreement by and between the Vested Networks and the City of Kingsville in accordance with Exhibit A hereto attached and made a part hereof, as well as execute any other documents necessary for the provision of telecommunication services to City facilities.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 9th day of December, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



*Governmental
Service Proposal*

> Not the contract <

Date: November 18, 2024

Business Name:	City of Kingsville, TX	Rep:	Evan Huff
Service Address:	400 W King Ave	Phone:	972-924-0324
City, State, Zip:	Kingsville, TX 78363	Email:	ehuff@vestednetworks.com
Contact Name:	Kyle Benson	Main #	361-595-8040
Contact Email:	kbenson@cityofkingsville.com	DID #	361-221-6051

Complete Business Voice Service & Solution					
Qty	Item	Description	Term	Price	Total
12	Site Hosting	NOVA Cloud PBX w/ All Features , Usage & Service	60mo	\$ 15.00	\$ 180.00
108	PBX Stations	(Standard) Hosted User Seat / Extension		\$ 20.00	\$ 2,160.00
2	PBX Stations	(Conference) Hosted User Seat / Extension		\$ 25.00	\$ 50.00
2	Alarm Line	(Elevator / Fire) Compliant Cellular Dialer w/ Battery Backup (VN-Direct-Billing)		\$ 45.00	\$ 90.00
0	FAX Stations	NOVA vFAX+ (Fax2Email & Portal Fax) w/ Store&Fwd ATA if needed		\$ 20.00	\$ -
Equipment & Onboarding Included (w/ 36-60mo term)		Yealink IP Phones NOVA Softphone App Managed Network Firewall ~ Equipment (108x T46U, 2x CP925, 1x Cellular dialer for City Hall Fire & Elevator) Onsite Install w/ Zero/minimal down time. Personalized Setup Ongoing Support			
Recommended Add-On Solutions		Main ISP > Options for the main internet (+) Backup ISP is advised for stability and redundancy. Vested LTE > We have cellular LTE internet options for primary or backup. Vested Managed ISP > We can shop great internet service & help eliminate account & support headaches!			
NOTES		Sign before December 15th and receive your 1st month at \$0! <u>-OR- Sign before November 30th and receive the first 3 months at 0\$!! Huge Savings !!</u>			

This Proposal is confidential and proprietary, valid for 30 days from Proposal date.	Services - Subtotal:	\$ 2,480.00
Customer install includes built-in trial during porting process > Customer Initial _____	State/Local - Sales Tax:	EXEMPT
Early Termination Fee from current carrier? No [] Yes [X] If Yes, Vested will pay customer up-to \$ <u>\$10,000</u> > Customer Initial _____	E-911/Location Service:	\$ 51.00
This Vested Service Proposal is NOT the final contract or financially binding. This gets onboarding process started, and final contract will follow if needed.	Total Services MRC:	\$ 2,531.00

Vested Networks 0-Down powered by partner finance service agreement. A \$100 doc fee assessed at startup.

- Customer Acceptance -			
Signature:		Date:	
Printed Name:		Title:	
Federal Tax ID (EIN):	74-6001513		

By signing this quote, customer is agreeing to the Vested TOS (<https://vestednetworks.com/terms-of-service/>)

TIPS ID: 10274 | CMBL ID: 1822818846400 | USAC SPIN ID: 143052055 | Form 499 Filer ID : 833606 | FCC FRN ID: 0026955260

Thank you for letting us serve you! - Visit us at vestednetworks.com



City of Kingsville, TX
400 W King Ave, Kingsville, TX 78363
361-595-8040

DATE: 11/18/24

INVOICE #: 45614

BILL TO

City of Kingsville, TX
400 W King Ave
Kingsville, TX 78363
361-595-8040
Kyle Benson
kbenson@cityofkingsville.com

PAYEE

Navitas Credit Corp
203 Fort Wade Road
STE 300
Ponte Vadra, FL 32081

VENDOR

Vested Networks, LLC.
809 Office Park Cir
STE 100
Lewisville, TX 75057

PAYMENT TERMS

DESCRIPTION	AMOUNT
Vested Networks phone solution. 12x Site Hosting w/ 110x PBX Stations w/ 0x Fax Solutions	\$2,531.00
TOTAL MONTHLY COMMITMENT FOR: 60mo	\$2,531.00

Authorized Signature

Name / Title

Date

Business Name: City of Kingsville, TX Main Number: 361-595-8040

Automatic Payment from Bank Account

Account Type: Checking Savings

Bank Name: _____

City: _____ State: _____ Zip Code: _____

Routing Number: _____

Account Number: _____

Your Name _____ 1001
Your Address _____

DATE _____

PAY TO THE ORDER OF _____ \$ _____

_____ DOLLARS

Your Bank Name _____

MEMO _____

⑆123456789⑆0000987654321⑆ 1001

9 Digit Routing Number Your Account Number Check Number

Credit Card Payment

Visa Mastercard Discover

Card Number: _____ Exp. Date: _____

3-digit CVV / Security Code: _____ Name on Card: _____

Billing Address, City, State, Zip: _____

I (we) authorize Vested Networks to charge my credit card or initiate debit entries to my (our) bank account indicated above and the depository to debit same to such account. For monthly recurring payments, this authority is to remain in full force and effect until Vested Networks receives written notification from me (or either of us) for its termination.

Signature: _____ Date: _____

When completed, bring this form in to the Vested Networks office or deliver to a billing representative.

Contact Us: billing@vestednetworks.com | 972-924-6488 Opt 3

If submitting autopay enrollment via mail, please send to:
209 Shady Shores Rd, STE 300, Lake Dallas, TX 75065





Ext (101)	First Name (Mike)	Last Name (Jones)	Email Address (mike.jones@acmecorp.com)	Department (Sales)	Site/Location (Main Office)	Outbound Caller ID # (999-888-7777)



One Networks
 PARTNERING YOUR SUCCESS

**SMS/MMS 10DLC
 Activation Information**

Business Name: City of Kingsville, TX Main Number: 361-595-8040

(* = Required Fields) – All information needs to match what's registered on the SOS as filed with the IRS.

>> Legal & Registered Company Information <<

Legal Company Name *	City of Kingsville, TX	DBA or brand name *	City of Kingsville, TX
Company Type *	Government	Country of Registration *	USA
TaxID / EIN *	74-6001513	EIN Issuing Country	USA
Verticle Type *	Government Services and Agencies	Website / Online Presence *	https://www.cityofkingsville.com/
Alt ID Number Type		DUNS / GIIN / LEI Number	

>> Contact & Address Information <<

Contact Name *	Kyle Benson	Contact Email *	kbenson@cityofkingsville.com
Address/Street *	400 W King Ave	Country *	USA
City, State & Zip Code *	Kingsville, TX 78363		

>> (*) Required Information for Publically Traded Company <<

Stock Symbol		Stock Exchange	
--------------	--	----------------	--

>> (*) Required Information for Sole Proprietor <<

Reference ID		First Name	
Mobile Phone		Last Name	

** All of the above fields are required for a business to be eligible for a SMS brand and campaign.*

** If any fields are missing an additional fee may be incurred when vetting and verifying the business for 10DLC messaging.*

Businesses are limited to 45 SMS enabled numbers per campaign. Additional campaigns will require an addendum to this form.

To be in compliance with the new 10DLC terms and conditions, a business is required to provide your customers an option to opt-out of receiving further SMS/MMS communications.

Failing to adhere to 10DLC messaging guidelines could result in fines of up to \$10,000 per violation.

City of Kingsville, TX will be the liable party and take ownership of any fines, penalties, and fees.

The above mentioned party accepts the terms associated with 10DLC messaging and agrees to the Code of Conduct and will not engage in any restricted messaging use cases.

Signature: _____

Date: _____

Terms of Service

This MASTER SERVICE AGREEMENT ("Agreement"), shall govern the provision of Voice over Internet Protocol telephone and hosted PBX services to customer by Vested Networks LLC a corporation organized under the laws of the State of Texas.

SCOPE OF SERVICES:

Vested Networks' VoIP Service is an enhanced voice communication service whereby the voice communication is converted to Internet Protocol ('IP') and carried, in part, over high-speed Internet access, also known as broadband Internet service. This service may be generically referred to as 'voice over IP'. It is separate and distinct from standard Local, Local Toll, and Long-Distance services. 'Service' or 'Services' includes direct-dialed Voice over IP calling and certain calling and call management features or advanced features associated with the Service, including additional features or advanced features which may be offered at additional costs, and which Vested Networks, in its sole discretion, may add, modify, or delete from time to time.

SERVICE DISTINCTIONS:

The VoIP Service is provided on a best-effort basis, as things beyond Vested Network's control may temporarily affect Service performance but do not give rise to contract cancelation for such as power outages, fluctuations with the Internet connectivity, national or regional carriers' (i.e., AT&T, Verizon, T-Mobile, etc.) call routing issues or other problems within carriers' services, circuits, or other call routing issues; maintenance windows, and your underlying broadband service. Vested Networks will act in good faith to minimize disruptions to your use of and access to the VoIP Service. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to regulatory treatment different than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

SERVICE REQUIREMENTS:

Vested Networks' VoIP Service requires: (a) specialized customer premises equipment called a VoIP optimized router obtained through Vested Networks to connect to your broadband connection and (b) a broadband connection via DSL, cable, fiber optic, cellular or other wireless broadband with capability of at least 90 Kbps upstream and downstream speed that you have a right to use at your own expense. Since voice over IP is dependent on the broadband connection, the availability of an adequate power supply and correct configuration, Vested Networks does not guarantee that the Service will be continuous or error-free. In addition, Service may, from time to time, be interrupted for equipment, network, or facility upgrades or modifications.

RECOMMENDED SERVICE PARAMETERS:

Vested Networks' VoIP Service will provide optimal (but not guaranteed) service quality to any number of simultaneous calls, provided each call has a minimum of 90Kbps of upstream and downstream Internet bandwidth available for the duration of each call. Vested Networks does not guarantee the performance, routing, or throughput, either expressly or implied, of any data circuit(s) connectivity with regards to the Public Internet and/or Internet backbone(s). While the voice technology we provide traditionally has functioned at acceptable quality levels when utilizing Public Internet data service, it is susceptible to occasional lapses in phone sound quality and/or other service-degrading issues that are beyond Vested Networks' control.

REGISTRATION OF PHYSICAL LOCATION REQUIRED:

For each telephone or softphone device that you use for the Service, you must register with Vested Networks the physical location where you will be using the Service. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. For purposes of the 911 Dialing feature, you may register only one location for use with the Service.

SERVICE OUTAGES DUE TO POWER FAILURE OR DISRUPTION:

911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

SERVICE OUTAGE DUE TO TERMINATION OR SUSPENSION OF YOUR VESTED NETWORKS ACCOUNT:

Service outages due to termination of your account will prevent all Service, including 911 Dialing, from functioning.

SERVICE OUTAGES DUE TO INTERNET OUTAGE OR SUSPENSION OR TERMINATION OF BROADBAND SERVICE OR ISP SERVICE:

Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

SERVICE OUTAGES DUE TO ISP OR BROADBAND PROVIDER BLOCKING OF PORTS OR OTHER ACTS:

Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911

Dialing feature, may not function. You acknowledge that Vested Networks is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing, which may result. In the event you lose Service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement.

OTHER SERVICE OUTAGES:

If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

DISCLAIMER OF LIABILITY AND INDEMNIFICATION:

We do not have any control over weather or the manner in which calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center.

We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Vested Networks nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless Vested Networks, its officers, directors, employees, affiliates and agents, and any other service provider who furnishes services to you in connection with the VoIP Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorney's fees) by, or on behalf of, you or any third party relating to the absence, failure, or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to use 911 Dialing or access emergency service personnel.

MUTUAL HOLD HARMLESS & INDEMNIFICATION:

Customer agrees to indemnify and mutually hold harmless and defend Vested Networks and its directors, officers, employees, and agents from and against any action, claim, demand, or liability, including reasonable attorneys' fees and costs, arising from or relating to the telephone system, email, network, servers, PC's, or any acts or omissions of Customer.

NO TRADITIONAL 911 SERVICE:

IF VESTED NETWORKS E911 SERVICE IS NOT AVAILABLE IN YOUR AREA OR ON YOUR PARTICULAR PHONE NUMBER, THEN THERE IS NO WAY FOR YOU TO REACH EMERGENCY SERVICE BY DIALING 911. You acknowledge and understand that the Service does not include "911" emergency dialing which operates in the same manner as traditional telephone emergency dialing. In the event of an emergency, you will not be able to use the Equipment or the Service to summon assistance through the traditional 911 system. In case of emergency, you will have to use a different instrument that reaches the 911 emergency system in another way. You agree that you are responsible for informing any individual persons who may be present at the physical location where you utilize the Service, that no traditional 911 dialing is available from your Vested Networks Hosted Service and the Equipment.

INCOMPATIBILITY WITH FAX, CREDIT CARD, AND SECURITY SYSTEMS:

The Service is not fully compatible with fax machines, credit card machines, and security systems. You may be required to maintain a telephone connection in order to use any fax, credit card, or alarm monitoring functions for any security system installed in your business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.

CERTAIN BROADBAND AND CABLE MODEM SERVICES:

You acknowledge that there may be some broadband services with which the Service may be determined to be incompatible. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

SERVICE TERM INFORMATION:

The initial term ("Initial Term") of this Agreement shall be equal to the Software Equipment Financing or Installment Payment Agreement term (typically 3, 4, or 5 Years) from the Service Commencement Date. Unless written notice is given by either party no sooner than ninety (90) days and at least thirty (30) days prior to the expiration of the Initial Term, this Agreement shall automatically renew on a month-to-month basis ("Renewal Term"). At any time during the Renewal Term, either party may terminate this Agreement by giving thirty (30) days written notice to the other party. Service terms may be extended for additional monthly increments due to specific offerings or promotional terms. Service terms are required to offset associated costs of service acquisition, and for Vested Networks to maintain innovative broadband policies and service features for a sustained period. Your initial service term begins once our equipment has been installed, and becomes operational, referred to as your Installation or Activation Date. In cases where an Software Equipment Financing or Installment Payment Agreement is integrated, the Service Term begins on the commencement date of the third-party Software Equipment Financing or Installment Payment Agreement. Upon completion of the third-party Software Equipment Financing or Installment Payment Agreement, Vested Networks will begin billing the "Full MRC" or full amount of the VoIP Package charge and the Hosted PBX Per Station Charge (finance or installment payment). If the customer chooses to renew onto a new contract, the new contract will replace the prior contract. Vested Networks will deliver the new equipment and ensure that it is in proper working order prior to commencement of the new contract.

INSTALLATION PROCEDURE POLICY:

Vested Networks is not responsible for loss of income or time due to an order not being completed within the time frame desired, service outages, missed CLEC or ILEC appointments, and/or Trouble Ticket dispatches.

EQUIPMENT & WARRANTY DISCLAIMERS:

Vested Networks provides all the required equipment to facilitate your IP communication system as outlined in the service proposal. You agree to comply with all instructions and requirements regarding the use and/or care of our equipment, and to take reasonable measures to always protect the equipment. You will provide a secure, air-conditioned space to house the equipment and supply sufficient electricity (with certified earth ground) to operate the equipment. We will replace any of our equipment that does not perform as specified (phones, routers, ATAs), at no charge to you, unless we determine, in our sole discretion, that you are directly or indirectly responsible for the Vested Networks equipment failure. Accessories (headsets, sidecars, etc) are covered under the original equipment manufacturers' limited warranty which is typically 1 year from the date of installation.

CUSTOMER RELOCATION:

In the case of a change in Customer's primary physical location where the equipment (phones, router, data switch, battery backup) is located, Vested Networks requires a 30-day notice to initiate a move of service to the new location. You may elect to move the equipment yourself or use a third party to move the phones and equipment. If you hire Vested Networks to move your equipment, normal hourly billing rates will apply.

PORTING EXISTING NUMBER:

It is the customer's responsibility to ensure that their old phone company relinquishes their old phone number in a timely manner. Some outgoing phone companies will attempt to delay this process to discourage leaving them. Vested Networks shall assist the customer during this transition but is not responsible for any of the prior carrier's service charges should the outgoing phone company introduce a delay for any reason.

LOCAL NUMBER PORTABILITY:

In the event you are not utilizing a new phone number for your Vested Networks Services, but rather are transferring an existing phone number from another carrier to Vested Networks, the following terms and conditions shall apply:

1. You hereby authorize Vested Networks to process your order for Vested Networks Hosted Services and to notify your local telephone company of your decision to transfer your local, local toll, and long distance services to Vested Networks Hosted Services, and represent that you are authorized to take this action; and
2. You agree that, if you do not transfer all of your numbers to Vested Networks, you are responsible to cancel all non-transferred numbers with your current carrier.
3. You agree and acknowledge that if you set up your phone equipment prior to the date that the number transfer becomes effective ("Port Effective Date"), you may be able only to make outgoing. In this event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Vested Networks Hosted Services.
4. You agree and acknowledge that if your phone equipment is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring may be interrupted and you may have no service for that telephone number. To avoid an interruption in your phone service, you must install the Vested Networks phone equipment prior to the Port Effective Date.

NUMBER TRANSFER ON SERVICE TERMINATION:

Vested Networks may receive requests from other telephony providers (Requesting Party) acting as agents on your behalf to port a telephone number currently assigned to you to a third-party provider ("Port-Out"). Vested Networks will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Vested Networks' or its vendors' standard operating procedures. Note that you will be responsible for all monthly, usage, and disconnect fees associated with your Service until the Port-Out date of completion or the last date of your service period, whichever comes last.

POLICY CHANGE:

~~Vested Networks reserves the right to change, amend, or revise this "AGREEMENT" at any time. Changes or revisions to the "AGREEMENT" will be deemed effective upon posting the applicable revision on its website.~~

ACCOUNT BILLING & INVOICING & PERFORMANCE MILESTONES:

Vested Networks reserves the right to perform a credit check as part of the qualification process prior to order placement and to either cancel the order without liability to either party or require prepayment of certain charges based on the results of this check. Billing will commence on your Activation Date (i.e. the day your equipment is installed, and inbound call transfers are completed.) You will be financially responsible for all service time thereafter unless Vested Networks is notified within a timely manner of an outstanding issue which Vested Networks deems to justify service credit. All additions to your existing service package are recognized as non-refundable, regardless of usage. Service fees may include applicable state and federal taxes, and telecommunications taxes, surcharges, and fees in addition to the advertised rate.

Bill Accounts that utilize auto payment through a credit card will have all payments charged to the credit card for Vested Networks Services. Each month we will bill your card account for all charges arising during that billing cycle. Your initial use of the Service authorizes Vested Networks to charge the credit card account that you provided to us when you subscribed for the Service. This will include any changed credit card account information given to us if the card expires or is replaced. This authorization will remain valid until 30 days after we receive your written notice terminating our authority to charge your credit card. We may terminate your Service at any time at our sole discretion if any charge to the credit card account that we have on file for you is declined or reversed, or in case of any other non-payment of account charges. In the event of any declined or reversed credit card payments, or in case of any other non-payment of account charges, you will remain fully liable to Vested Networks for all charges accrued before termination and for all charges incurred by us owing to your non-payment. These include, but are not limited to; late fees equal to the greater of 10% or \$35 per month or the maximum allowed by law, collection costs, declined or reversed credit card expenses, and reasonable attorney's fees and disbursements. This is in addition to any other remedies that may be available to us by law.

You are responsible for, and shall pay any applicable federal, state, municipal, local, or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or any Equipment. Such amounts are in addition to payment for the Service or Equipment and will be billed to your account. If you are exempt from payment of such taxes, you must provide us

with an original government-issued certificate attesting to tax-exempt status. In such a case, your tax exemption will apply only from and after the date we receive the qualifying tax exempt certificate. If we honor your tax exempt certificate, you agree to defend, indemnify, and hold us harmless from and against any claims or penalties imposed against us by any taxing authorities in connection with your subscription for the Service or your use thereof. Vested Networks charges for its service continuously, regardless of whether or not you are using it, because we continue to maintain your connection, provisioning, and telephone interoperability, and keep voicemail and files you have saved in your account on our servers. This is also true of accounts that are Frozen (denied access) due to non-payment.

Should you opt to terminate your Vested Networks service(s), you must contact us via telephone on the effective date. All disconnection requests will be processed on the date the request is received, providing Vested Networks has received proper notification per the terms outlined in Termination – Cancellation Policy section. This applies to both total account and single service terminations. Broadband services are also subject to our Disconnection Policy.

ACCOUNTS RECEIVABLE:

Bill Accounts will be invoiced 10 days prior to the start of each regular monthly service period. Exceptions may include the initial or final invoice for a particular service. Payment is due prior to the beginning of the service period billed, as indicated by the invoice's Due Date. All payments will be applied to the oldest unpaid invoice in relation to your account's bill cycle. For example, if your Bill Account's Invoice Date is the 1st of the month and payment remains past due until the 15th, Accounts Receivable will apply your payment back to the previous month, forwarding your Due Date for current charges to the 1st of the following month. You will need to make another payment before the 1st to keep your account from becoming past due again. If a payment in any form is recovered or otherwise not paid by your financial institution, there will be a Returned Payment Fee.

Bill Accounts that use credit cards for payment are automatically set up for auto-renewal by default, using the credit card information provided during the order process. To update your credit card information, you will need to contact Vested Networks Customer Care. Vested Networks will make every effort to process auto renew payments from your credit card or checking account 7 days prior to each invoice's due date. Vested Networks reserves the right to charge the credit card on file if your check payment is canceled, fails to process through the Automated Clearing House (ACH), or if your account, regardless of the auto renew status, remains past due.

Vested Networks reserves the right to terminate Bill Accounts that remain past due at its final discretion. Upon termination, services on the account will be discontinued and all files will be removed from our servers without further notice. Any applicable Termination or Cancellation Fees will be applied and due at that time.

If you wish to reinstate service with Vested Networks, you will be required to pay all outstanding charges from the inception of your service continuously to the current month, which is always paid in advance, in addition to possible reactivation fees. If your account is permanently deleted, the associated username and telephone extension number(s) may be reassigned. If you wish to reinstate your account, you will be subject to any and all installation and setup charges in effect at the time of order placement, as well as any pertinent outstanding charges from your former account.

LIABILITY & LIMITATIONS:

Vested Networks is not liable for any costs, expenses, losses, or damages, either general, special, actual, consequential, or incidental, that you may suffer or that some other person may suffer and claim against you resulting from the following: use, misuse, or service outage; customer premise hardware; your actions or activities, whether legal or illegal; the actions or activities of any other Vested Networks customer, whether legal or illegal; or any other goods or services provided by Vested Networks or any of its vendors. In no event shall Vested Networks be liable to you under this Agreement or in relation to any matters in any way connected with this Agreement in an amount that exceeds the service fees you have paid in the preceding year.

The technical support that Vested Networks provides is limited to the connectivity itself and assistance with configuring your phones to work with our services. Support for other applications and uses is not provided or implied.

CALL RECORDING:

Call recording presents special technical challenges. Therefore, most hosted PBX providers do not offer call recording services. Call recordings may be intentionally or unintentionally deleted or permanently lost due to the failure of data storage systems or other equipment. Vested Networks provides call recording capabilities on a best effort basis only, and does not make any warranty concerning the reliability, availability, or audibility of any call recording made on the Vested Networks hosted PBX system. Call recording may present special legal requirements, and you acknowledge that it is your responsibility to research and comply with any Federal, State, or local laws governing the creation or usage of call recordings, call monitoring, or any other feature that may require legal or regulatory compliance. Some states require that all parties in a recorded telephone conversation are notified of the recording, and it is your responsibility to ensure that appropriate audio announcements are used whenever required to ensure legal compliance.

FORCE MAJEURE:

Vested Network's will not be in violation of this Agreement or subject to contract cancelation or otherwise liable for any: outage, delay, or failure to perform or equipment or property damage, loss, destruction or malfunction, or any consequence thereof, caused by anything beyond our reasonable control, including, without limitation fire; earthquake; flood; weather; and all other "acts of God"; riots, wars, terrorism, government actions and intervention, embargoes, strikes, destruction of facilities, labor disputes; utility curtailments; power failures; cable cuts; late or failed delivery by suppliers, unavailability of power or Internet services, failures of carriers' services, circuits, or other call routing issues (e.g. AT&T, Verizon, T-Mobile, etc.); provided, the foregoing shall not apply to either party's payment obligations hereunder. Handsets or other Services Related Products (including Mobile Related Products); worms, Trojan horses, viruses, or other destructive code or software; explosions; civil disturbances; terrorism; vandalism; governmental actions; or shortages of equipment or supplies (collectively, "Events of Force Majeure").

ARBITRATION & CHOICE OF LAW OR JURISDICTION:

Any disputes greater than \$7,500 that arise between Client and Company with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said association under its rules and procedures in effect at the time of submission, and the parties hereby agree to share equally in the costs of said arbitration. The final arbitration decision shall be enforceable through the courts of the State of Texas. In the event that any court of competent jurisdiction holds this arbitration provision unenforceable, then this contract shall be as binding and enforceable as if this

paragraph were not a part thereof. The party losing the arbitration shall reimburse the party who prevailed for all reasonable attorneys' fees and all reasonable expenses (as determined by the arbitrator) incurred by the prevailing party in connection with the arbitration proceedings.

NON-DISCLOSURE:

Company and Client both agree that they shall not, without prior written consent of the other party, willfully disclose to any third party any information that is disclosed by Client to Company, or by Company to Client, that is labeled or clearly designated by Client or Company as confidential or proprietary information. These restrictions, however, will not apply to information that has become known to the public generally through no fault or breach of Company or Client, or that Company or Client regularly gives to third parties without restriction on use or disclosure.

ASSIGNMENT:

This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

TERMINATION–CANCELLATION POLICY:

It is the responsibility of the Customer to notify Vested Networks of cancellation via certified mail. Vested Networks reserves the right to accept request for termination via email or phone call, but this type of request will not be deemed official until Vested Networks acknowledges the termination request via a confirmation letter or email to be sent to the customer.

Customers who have elected to use a third-party Software Equipment Financing Agreement or Installment Payment Agreement must continue to honor the full term of that third-party agreement as outlined therein, such agreements are not typically cancelable.

Returning hardware, completion of service term, transferring numbers, or cessation of payment does not constitute notification of cancellation. For Customers who cancel service within an active service term, the following charges will apply:

1. Cancellations within 72 hours of order placement will not be subject to penalty. Cancellations Requested before the installation or activation date and after 72 hours from the initial order placement will be subject to a Processing Fee. If your order has not been installed after 60 calendar days, you may cancel without penalty. There are no associated penalties for orders canceled by Vested Networks or its vendors due to technical limitations. If, after both parties have signed the Agreement, termination occurs after 72 hours but before we begin installation of equipment or activation of Services, you shall be liable for \$1,000.
2. If termination occurs during the Initial Term of this Agreement, you shall be liable for: (a) all outstanding nonrecurring fees plus (b) 100% of the Monthly Fees for each month, if any, remaining in the Initial Term,
3. If termination occurs after the Initial Term of this Agreement, you shall be liable for (a) all outstanding nonrecurring fees, plus (b) 100% of the Monthly Fees for each month remaining in the applicable term.
4. All equipment provided as part of Vested Networks Hosted PBX Services must be returned within thirty (30) days of termination and in good working order. Customer shall be liable for all missing or damaged equipment.
5. All customers terminated for any reason are liable for any and all outstanding funds due to Vested Networks at the time of service termination, including but not limited to rendered service, hardware, and installation fees.

FINAL QUALIFICATION:

Vested Networks is committed to providing quality Hosted PBX Services. However, Vested Networks is not ultimately responsible for the quality of your personal computer or any modifications you make to any equipment we supply. We are committed to solving your problems, but we are not responsible for failings in individual Operating Systems and custom configuration of Operating Systems, Operating System components, software, network hardware, or inside wiring.

VESTED MOBILE APP:

This application requests access to your phone contacts to unify all contact information and to permit calling and messaging your local contacts. Your phone contact information is kept locally and is not distributed online. However, in making calls or text messages, the phone number of the recipient as well as your own phone number will be sent to our API. You can always revoke access to phone contacts in settings.

FAXING:

Vested Networks' eFax is a service of offering faxing over the internet. Because of inherent compatibility issues with faxing through VoIP networks, this service is unsupported. If you send a significant number of faxes or if you need the convenience and reliability of a standard fax machine, we recommend upgrading to our vFax service which provides a specialized fax adapter for use with your fax machine.

Vested Networks Service Payment Agreement

1. This Vested Networks Plan Purchase Agreement (this "Agreement") is a binding agreement between Vested Networks, a Texas corporation, and the Customer, for the purchase of Vested Networks VOIP Service Plan during the Initial or then-current Renewal Term, as applicable (defined below). Vested Networks and Customer are each herein referred to as a "Party" and collectively as the "Parties."

2. Your VOIP Services require a minimum service commitment period beginning on the Start Date and continuing for the number of months listed as the Initial Term indicated above. You hereby acknowledge and agree that You are purchasing the VOIP Service Plan for at least the full initial Term and any subsequent Renewal Terms, as applicable (collectively, the "Term").

3. This Agreement shall automatically renew for successive Renewal Terms as indicated above unless either Party delivers written notice of termination of this Agreement to the other Party at least thirty (30) days prior to the applicable termination date (with such termination date being the last day of the Initial or then-current Renewal Term), in which case the Agreement and all underlying Plan Services shall terminate on the last day of such Initial or Renewal Term. Vested Networks will personally notify by email and phone call as the end of the term approaches: 60 days, 30 days, and 15 days, as well as in person visits to ensure You are aware of your approaching end of Term.

4. Upon written, phone call, and in person notice provided to you at least 60 days prior to the end of the Initial or then-current Renewal Term, Vested Networks may revise the price for your VOIP services the immediately succeeding Renewal Term. Vested Networks may revise any of the following fees charged to You to the then-current fees generally charged to Vested Networks' customers in the United States, including but not limited to the Compliance and Administrative Cost Recovery Fee, the E911 Fee, and any taxes, surcharges or assessments; any fees or amounts that are mandatory for Vested Networks or Customer; or any fees or amounts related to governmental, official, or legal/regulatory matters (including without limitation any fees or amounts related to or charged in relation to Vested Networks' contribution to the federal Universal Service Fund or any similar state fund, tax, contribution, or fee).

5. You hereby agree to pay for the VOIP Plan Services, and, if applicable, phones and equipment, in advance on the Payment Schedule and at the rates set forth above under "Summary of Service," as may be revised from time to time in accordance with this Agreement. The prices indicated above do not include taxes, fees or additional services You may select, which include but are not limited to, additional digital lines, additional users, international or toll-free usage, virtual or mobile extensions, additional local numbers, and additional toll-free numbers. Sales tax varies by jurisdiction of purchase and may be calculated based on full retail price or Vested Networks cost price, as determined by the tax law in the jurisdiction of purchase.

6. This Section applies to Your VOIP Plan, including without limitation any products or services You have purchased under Section 1 above (as may be amended in accordance with this Agreement). Customer may, at any time, purchase additional digital lines or additional users; however, those additional digital lines and/or additional users may not be removed from Customer's account except upon the conclusion of the Initial Term or then-current Renewal Term.

7. If You were not a Vested Networks customer before execution of this Agreement, You may terminate this Agreement for convenience with written notice to Vested Networks at any time within the first thirty (30) days of the Initial Term, in which case You shall not owe any additional fees and shall be entitled to a pro-rata refund of any prepaid and unused fees. You must return any IP Devices (for example, phones, headsets and phone accessories) included with this agreement. Except as set forth in this Agreement, if You terminate this Agreement on or after the thirty-first (31st) day but before expiration of the Initial, or then-current Renewal Term, You will owe Vested Networks all outstanding contractual amounts due for the Services being terminated for the remainder of the Initial, or then-current Renewal Term, and hereby agree to pay any such amounts and authorize Vested Networks to charge Your credit card or invoice You, as applicable, for all such amounts. The collection of such fees is not a penalty, but rather a charge to compensate Vested Networks for Your failure to satisfy the Initial or then-current Renewal Term, on which Your rate plan is based. Should You remain a Vested Networks customer for more than 2 years, the charge for the remainder of the term will be half of the monthly recurring charge for each month in the remainder of the term.

8. This Section 8 applies to Your VOIP Plan including without limitation products or services You have purchased under Section 1 above (as may be amended in accordance with this Agreement). If Vested Networks reasonably suspects misuse of the Plan Services, fraud, potentially illegal or otherwise harmful transmissions, any use of the Plan Services that threaten the Vested Networks network or the provision of Plan Services, or that otherwise violates the TOS or this Agreement, Vested Networks may suspend the affected Plan Services without notice. Vested Networks shall provide notice of any such suspension to You as soon as reasonably practicable. Without limiting any termination rights and other remedies that Vested Networks may be entitled to, Vested Networks will resume the Plan Services as soon as reasonably practicable after Vested Networks considers that the breach has been cured or the threat has been mitigated. Either party may terminate this Agreement with thirty (30) days' advance written notice to the other party in the event of any material breach of this Agreement by that other party, including breach of the Vested Networks Terms of Service, and failure to cure such material breach during such thirty (30) day notice period. Termination for Customer's material breach shall not relieve You of Your commitment to pay for the Plan Services for the remainder of the Initial Term or then-current Renewal Term. If terminate this Agreement for Vested Networks' material breach, Vested Networks shall provide You with a pro-rata refund of all prepaid and unused fees, and You shall be relieved of any liability for any contractual amounts due for the Initial or then-current Renewal Term subsequent to the effective date of the termination. Either Party may terminate this Agreement with thirty (30) days' advance written notice to the other Party in the event that (i) the other Party files a petition for bankruptcy or if a petition for bankruptcy is filed against such Party and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or (ii) a trustee or receiver is appointed over any of Customer's or Vested Networks' relevant property. In the event that Vested Networks terminates this Agreement pursuant to and in accordance with the immediately preceding sentence, You shall not be liable for any outstanding contractual Plan Services amounts due for the Initial or then-current Renewal Term, subsequent to the effective date of the termination.

9. This Agreement, any addenda or exhibits thereto, along with the Vested Networks Terms of Service (the "TOS"), available at <http://www.vestednetworks.com/terms-of-service/>, represents the entire Agreement regarding the Plan Services and supersedes and replaces all prior or contemporaneous negotiations, correspondence, writings or Agreements regarding the Plan Services. Each person whose signature appears on this Agreement represents and warrants that he or she possesses the legal right, capacity, and ability, and has full power and authority, to execute and deliver this Agreement on behalf of the Party he or she purports to represent. The Customer represents and warrants that all corporate action necessary for the authorization, execution, and delivery of this Agreement, and to perform all of the obligations hereunder, has been taken. This Agreement is the binding obligation of the Customer, enforceable against the Customer in accordance with its terms. This Agreement will bind the successors, and assigns of both Customer and Vested Networks, and inure to the benefit of Customer and Vested Networks and their successors and assigns. This Agreement may not be modified or amended except in a written amendment generated by Vested Networks and signed by both You and a duly authorized officer of Vested Networks. Neither Party shall be bound by any handwritten or "typed on" terms in addition to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices, or other communications. In the event of a conflict between the terms of this Agreement and the TOS, such conflict will be resolved according to the following order of precedence: (1) this Vested Networks Plan Purchase Agreement; and (2) the TOS. In no event shall any failure or delay by a Party to (i) assert any right, (ii) demand fulfillment or performance of any obligation, or (iii) avail itself of any remedy under this Agreement, in whole or in part, be deemed to be a waiver of any right or remedy under the Agreement on such occasion or any other occasion. All rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at law, or in equity. For purposes of construing this Agreement, any ambiguities shall not be construed against either Party as based upon the source of the draftsmanship. If any provision of this Agreement is determined to be invalid, unlawful, illegal, void or unenforceable, in whole or in part, then that provision or portion shall be construed in such a manner as to render the provision or portion enforceable and, to the extent possible, to reflect the Parties' original intent and the

other provision of this Agreement shall remain in full force and effect. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of Texas, U.S.A. as applied to contracts made and to be performed entirely within Texas, without giving effect to its principles of conflicts of law. Any disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in the state of Texas. You are required to complete monthly payments of the cost of service in addition to taxes and fees. Payments can be made either to a third party leasing company or online at mybill.vestednetworks.com or by check directly to Vested Networks. Checks must be received by the predetermined due date each month or a late fee may be assessed.

10. You are required to indicate Your assent and agreement to this Agreement when You sign this Agreement and return it to Vested Networks. This Agreement shall become binding upon both Parties upon Customer's execution and delivery of this Agreement to Vested Networks. This agreement and Your use of Vested Networks' Service are subject to the TOS. Vested Networks' VOIP Service shall be considered a Vested Networks "Service" as that term is used in the TOS.

Vested Networks Privacy Policy

Vested Networks, LLC and its subsidiaries and other affiliates ("Vested Networks") recognizes and supports the privacy rights of all persons, and we respect these rights when we collect and process personal information ("PI"). We have developed and adopted this Privacy Policy to describe our privacy values and guide our processing of personal information. By purchasing, subscribing to, or utilizing the Products and/or Services, or registering to attend, attending and/or participating in any Vested Networks sponsored events or other events in which Vested Networks participates, you agree to be bound to the terms and conditions of this Privacy Policy. The obligations and responsibilities set out in this Privacy Policy are applicable to Vested Networks and its personnel and will be made available on Vested Networks' website (www.vestednetworks.com/terms-of-service). The obligations and responsibilities set out in the Privacy Policy are in addition to any other applicable policies or agreements entered into with Vested Networks and any applicable laws and/or regulations.

General Statement

Vested Networks is dedicated to the use of Voice over Internet Protocol (VoIP) and related technologies to improve the telecommunications industry and the lives of individuals throughout the world.

Vested Networks' goal is to deliver best-in-class communications services to all its Customers, at a reasonable price and to make available all the benefits that VoIP offers as broadly as possible. In order to achieve this goal, a Privacy Policy is necessary.

Scope

At Vested Networks, privacy matters. Vested Networks respects the privacy of its Customers and other individuals with whom Vested Networks has business interactions.

It is also applicable to all personal information that is collected, maintained, or processed by Vested Networks. The concepts enumerated in this policy will guide Vested Networks' selection and expectations of its Customers, partners, agents and/or contractors to whom Vested Networks transfers and relies on for processing of personal information.

Vested Networks provides the technology platform for hosted or "cloud" unified communications as a service offerings (UCaaS). These Products merely act as a conduit for data transmitted by third parties and Subscribers. Vested Networks processes personal information that is controlled by or originated from other companies, such as our Customers or other business partners. Vested Networks also processes personal information in the course of providing support for Vested Networks communications products. Vested Networks shall protect the personal information, comply with all laws that regulate the processing of such personal information, and process the information only as authorized by the data controller or the data subject. Accordingly, Vested Networks relies on guidance and direction of the Customer (as the data controller), who determines the purposes of processing such personal information. In some cases, Vested Networks may collect and process personal information for our own business purposes and shall comply with the applicable privacy laws concerning Vested Networks processing.

While Vested Networks does process data in its role of providing a technology platform, it does not own, control, or direct the use of any of the personal information stored or processed by any Customer or Subscriber. Vested Networks only processes such personal information in order to provide and invoice for purchased and/or subscribed Products and Services.

Data Processor

Vested Networks provides the technology platform for hosted or "cloud" unified communications as a service offerings (UCaaS). These Products merely act as a conduit for data transmitted by third parties and Subscribers. Vested Networks processes personal information that is controlled by or originated from other companies, such as our Customers or other business partners. Vested Networks also processes personal information in the course of providing support for Vested Networks communications products.

Vested Networks shall protect the personal information, comply with all laws that regulate the processing of such personal information, and process the information only as authorized by the data controller or the data subject. Accordingly, and in its role as a data processor, Vested Networks relies on guidance and direction of the Customer (as the data controller), who determines the purposes of processing

Terms of Service

Service Payment Agr

Terms of Service

Privacy Policy

Service Payment Agr

Privacy Policy

such personal information. In some cases, Vested Networks may collect and process personal information for our own business purposes and shall comply with the applicable privacy laws concerning Vested Networks processing.

While Vested Networks does process data in its role of providing a technology platform, it does not own, control, or direct the use of any of the personal information stored or processed by any Customer or Subscriber. Vested Networks only processes such personal information in order to provide and invoice for purchased and/or subscribed Products and Services.

What Information We Collect or Process

Vested Networks processes and in certain situations collects personal information as needed to deliver its Products and Services and manage its business. When collecting personal information, Vested Networks does so in a reasonable and lawful manner.

The types of information and the purposes for which Vested Networks collects or processes personal information may include:

Indirect End User Phone Contact Information (Personal Identifiable Information or “PII”)

Vested Networks acts as a data processor with regard to indirect end user personal identifiable information and our Customers act as the data controller of such data. In the course of Vested Networks' processing and protection of such data, all use will be in conformity with the data controller's instructions.

Specifically, only when enabled via system permission on NOVA mobile, SNAPmobile Android and SNAPmobile iOS (“mobile apps”), Vested Networks shows personal contacts within the respective application. When the user sends an SMS message to one of his/her phone contacts, or when the user initiates a call to one of his/her phone contacts, the phone number is sent securely through Vested Networks' secure, cloud-based systems. Vested Networks does not store this number with any other PII, and it cannot be directly or indirectly attributed to any person or persons; Vested Networks stores only the phone number and pertinent metadata so as to be compliant with all applicable state and federal laws, and Vested Networks does not share this data with any advertisers or third parties under any circumstances. A user can revoke phone contact access on his/her mobile device at any time, and his/her app experience is not hindered or interrupted.

Mobile apps also use Gravatar, only when enabled via Settings and UIConfigs, which is a service that provides avatar images linked to the MD5 hash of the user's email address. This means that, only when Gravatar use is enabled, we hash each contact's email address and send it to Gravatar to try and retrieve an avatar image. MD5 hashes cannot be directly or indirectly attributed to any person or persons, and we only send the MD5 hash to Gravatar, never the email address in plain text. As with phone contacts, a user can revoke Gravatar access at any time in Settings or via UIConfig, and his/her app experience is not hindered or interrupted.

Customers

Vested Networks uses such personal information only for relevant, appropriate, and customary purposes. Vested Networks will not share or disclose personal information for purposes other than as described herein. Capitalized terms used in this Privacy Policy shall have the meaning as given in signed Customers' Agreements. The following are examples of some of the personal information Vested Networks may process.

Business Contact Information

Vested Networks may collect and use personal information about individual contacts of Customers and others who access Vested Networks public websites, knowledge bases, forums, ticket systems, or provide personal information through other means. Such information may include but is not limited to account information, first/last name, company name, title, and responsibilities, work email address, work mailing address, telephone numbers, login information, device identifiers, as well as additional information provided by such individuals in the course of receiving Products and Services from Vested Networks and/or requesting information about Vested Networks. We will use such information for the purposes of providing Products and Services, support, conducting data analytics and product assessments and related activities, and providing information regarding Vested Networks Products and Services.

Customer Proprietary Network Information (CPNI)

Customer Proprietary Network Information (CPNI) may include information regarding quantity, destination, technical configuration, location, amount of use and related billing information of telecommunications, interconnected and/or non-interconnected Voice over Internet Protocol (VoIP) services. This may include but is not limited to the phone numbers that you call or send messages to (or the phone numbers that you receive these calls and messages from) through our Products and Services. The date, time and duration of the calls may also be collected. This data is used for billing and service level assurance.

Vested Networks provides Products and Services that are primarily for the benefit of Customers and Subscribers in that Vested Networks transmits, routes, switches, or caches information. These Products and Services merely act as a conduit for data transmitted by third parties and Subscribers. Vested Networks does not determine the purposes and means of processing this personal information. Except for Subscriber data provided by the Customer (the Subscribers service provider) for which Vested Networks is merely providing a conduit for transmission, the subscribed services are of such a nature that, in most instances, Vested Networks requires and collects only essential CPNI and billing information; and opting out or declining to provide the requested data may hinder the provision or delivery of subscribed services. However, for CPNI data that is collected by Vested Networks that is not subject to the control of others, Vested Networks shall obtain consent from the user for the processing of this data.

Vested Networks collects end-user CPNI in the course of providing Product support. This data may pertain to Customers of Vested Networks or Subscribers (eg: end users of Vested Networks' direct Customers). This data may include IP address, telephone number, email address, call detail records, call recordings and other information sufficient to identify an individual end user.

Indirect End User's CPNI

Vested Networks acts as a data processor with regard to indirect end user personal information and our Customers act as the data controller of such data. In the course of Vested Networks' processing and protection of such data, all use will be in conformity with the data controller's instructions.

Direct End User's CPNI

Vested Networks typically collects and processes direct end user (eg: Customers, vendors, and partners) personal information for the purposes of providing Products and Services, support, conducting data analytics and managing product performance.

Messaging, Voicemail, Video and Media Files

Vested Networks provides Products and Services that facilitate the recording and storage of audio and video by way of features such as, but not limited to voicemail, call and conference recording. Users may elect to store or record personal information within these resources at their discretion.

Anonymized, Non-Identifying Voice and Traffic Data

Vested Networks may use anonymized, non-identifying data collected from use of our Products and Services. This anonymized, non-identifying data may be used to enhance such items, but is not limited to, voice activation, improve traffic analysis algorithms and techniques, and recognition algorithms. This processing is executed under applicable terms and supports Vested Networks' legitimate interests in tuning, maintaining, and enhancing these Products and Services.

How We Collect Information

When you use one of our Products or Services, Vested Networks collects, and stores certain information that you provide directly. We also collect information about your use of the Products and Services.

General Information about Cookies

A cookie (also known as an HTTP cookie, web cookie, or browser cookie) is a small piece of data sent from a website and stored in a user's web browser while the user is browsing that website. Every time the user loads the website, the browser sends the cookie back to the server to notify the website of the user's previous activity. Cookies were designed to be a reliable mechanism for websites to remember useful information (such as items in a shopping cart) or to record the user's browsing activity (including clicking particular or specific buttons, logging in or recording which pages were visited by the user as far back as months or years ago).

Cookies and Similar Collection Methods

Vested Networks also collects technical information about your usage of the Products and Services, and we use various technologies to collect information about cookies, IP addresses, device type and device identifiers, application state and the date and time of activity with our Products and Services, and other similar information. Vested Networks may associate this information with your user identification and/or account number for our internal use.

Other Passive Site Tracking

Websites may also utilize Internet Protocol (IP) addresses and log files to identify network and server concerns and problems. Vested Networks also utilizes web beacons and other passive tracking mechanisms to perform standard website traffic analysis in a similar manner to how we utilize cookies.

Credit Card Information

Vested Networks only collects credit card information in order to bill for purchased or subscribed to Products and Services. Vested Networks utilizes third-party credit card payment processing agents (where these agents are required to implement reasonable and appropriate measures to protect and secure this information from loss or misuse) solely for the purpose of processing payments for those Products and Services purchased or subscribed to. These payment processors use of your personal information is governed by their privacy policies, as well as adhering to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like American Express, Visa, Mastercard, and Discover.

How does Vested Networks Utilize Cookies

Other Third-Party Cookies

On some pages of our websites, other organizations may also set their own anonymous cookies. They do this to track the success of their products and/or services, or to customize the experience for you. Because of how cookies function, our websites cannot access these Third-Party cookies, nor can the other organization access the data in cookies Vested Networks uses on our websites. For example, when you share an article or post using a social media sharing button (Facebook, LinkedIn, or other social media outlets) on vestednetworks.com, the social network that has created the button will record that you have done this.

Vendors, Suppliers, and Subcontractors

Vested Networks may collect personal information about individuals who are employed by our suppliers and vendors. This business contact and payment information are strictly used to administer existing and future business arrangements.

Others

Additional personal information may be collected, processed, and disclosed for the purposes for which it was collected and for legal compliance purposes, including regulatory reporting, investigation of allegations of wrongdoing, and the management and defense of legal claims and actions, and compliance with subpoenas, court orders, and other legal obligations. For example, we may collect information about individuals that visit our office or other facilities. When we do collect data, such collection shall be relevant, proportionate, and limited to the purposes for which they are processed.

Choice

Individuals will be offered a clear, conspicuous, and readily available mechanism to choose (opt-out) whether their personal information is (1) to be disclosed to a third party (other than a third party acting as an agent to perform tasks on behalf of and under the instruction of Vested Networks or (2) to be used for a purpose that is materially different than or incompatible with the purpose for which it was originally utilized or subsequently authorized by the individual.

Additionally, individuals will be offered a similar choice mechanism to give affirmative or explicit (opt in) choice whether their sensitive personal information is to be disclosed to a third party or used for a purpose other than the purposes for which it was originally collected or subsequently authorized by the individual by opt-in choice. However, explicit (opt in) choice is not required when the disclosure of the sensitive personal information is (1) in the vital interests of the individual or another person; (2) necessary for the establishment of legal

claims or defenses; (3) required to provide medical care or diagnosis; (4) necessary to carry out the organization's obligations in the field of employment law, or (5) related to personal information that is manifestly made public by the individual.

How We Use the Information We Collect

We use your information primarily and as necessary to provide you with the various Vested Networks Products and Services, including but not limited to one or more of the following ways: to create your accounts and allow use of our Products, to provide technical support and respond to Customer inquiries, to prevent fraud or potentially illegal activities, enforce our other agreements with you, to notify Customers of application updates, and to inform Customers about new products or promotional offers.

Sensitive Information

Vested Networks recognizes that for some sensitive information, affirmative express consent from individuals is required and must be obtained if such information is to be (i) disclosed to a third party or (ii) processed for a purpose other than those for which it was originally collected or subsequently authorized by the individuals through the exercise of opt-in choice. In addition, Vested Networks shall treat as sensitive any personal information received from a third party where the third party identifies and treats it as sensitive.

Service Portals

If you have created a user profile on any Vested Networks service portal (e.g.: Knowledge Base, Partner Portal, etc.), you may access and revise the personal information in your user profile when you log into your account. In general, these portals will only require minimal personal information that is necessary to provide and administer the service.

Marketing Materials

If you provide us with your email address or other business contact information to enable us to provide communications and information to you, we may use the information for providing such communications including the delivery of press releases and other Vested Networks marketing materials. You may request to no longer receive Vested Networks marketing communications by following the "unsubscribe" instructions in emails from Vested Networks or by sending a request to the contact identified below. In the rare and unlikely event that Vested Networks wishes to use an individual's personal information for a purpose that is materially different from the purpose(s) for which it was originally collected or subsequently authorized by the individuals; Vested Networks will seek consent in advance as required by applicable law.

Security of Your Information

We implement security measures we believe are reasonable to protect your information. It is important that you protect and maintain the security of your account and you need to immediately notify us of any unauthorized use of your account. Remember, no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your personal information, we cannot and do not guarantee its absolute security.

Protecting Personal Information

To help protect the confidentiality of personal information, Vested Networks employs security safeguards appropriate to the sensitivity of the information and in accordance with this Privacy Policy. These safeguards include reasonable administrative, technical, and physical measures to safeguard the confidentiality and security of personal information against anticipated threats and unauthorized access to personal information. No transfer of your personal information will take place to an organization unless there are adequate controls in place including the security of your data and other personal information. Additionally, we convey safeguard obligations to our agents who receive personal information from or on behalf of Vested Networks in the course of their relationship with our organization as described above in the section titled External Disclosure.

Sharing Your Information

We may disclose or report information that individually identifies Customers, Subscribers, or devices in certain circumstances, such as: (i) if we have a good faith belief that we are required to disclose the information in response to a valid legal process (for example, a court order, search warrant or subpoena, or to defend or respond to legal actions, and as otherwise authorized by law, or in response to lawful requests by public authorities, including to meet national security or law enforcement requirements); (ii) to satisfy applicable laws, (iii) if we believe that the Products and Services are being used in an unauthorized, unlawful or abusive manner, such as to commit a crime, including to report such criminal activity or to exchange information with other companies and organizations for the purposes of fraud protection and credit risk reduction, (iv) if we have a good faith belief that there is an emergency that poses a threat to the health or safety of a person or the general public, (v) in order to protect the rights or property of Vested Networks, including enforcement of our Intellectual Property Rights and terms of the Agreement(s), and (vi) for all other purposes with your consent. We may also provide your information to third party companies to perform services on our behalf, including but not limited to payment processing, data analysis, message delivery, hosting services, customer service, and marketing.

If Vested Networks enters into a merger, acquisition or sale of all or a portion of its assets or business, Customer and Subscriber information, including personal information, will also be transferred as part of or in connection with the transaction as per applicable law.

Information Disclosure

Internal Disclosure

In general, personal information may be shared within Vested Networks, where legally permitted for reasonable and appropriate corporate purposes. However, even within Vested Networks, we restrict access to personal information to those employees, agents, or contractors who need access to carry out their assigned functions.

External Disclosure

Vested Networks uses vendors and partners for a variety of business purposes, such as to help us develop, deploy, and invoice for the various Products and Services we provide. We share information with those vendors and partners when it is necessary for them to perform work on our behalf. Vested Networks requires that these vendors and partners protect the customer information we provide to them and limit their use of such information to their respective processing activity. Vested Networks will only transfer or provide direct

access to personal information covered by this policy to third parties that have made a commitment to respect the privacy rights of the data subject; limit processing of personal information to comply with data controller instructions; and provided Vested Networks contractual assurances that they will provide at least the same level of privacy protection as is required by applicable privacy laws.

Transfer of Data

Your information, including personal information, may be transferred to, and maintained on, computers, servers or other data storage located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. If you reside outside the United States and choose to provide information to Vested Networks, please note that we transfer the data, including personal information, to the United States and process it there. As part of being communications software Audio Data, Messaging Data, Contacts, Location Data, and Image Data may be uploaded to Vested Networks servers and may be transmitted to third party servers.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Data Integrity

Vested Networks employs reasonable means to keep personal information accurate, complete, and current, as needed for the purposes for which it was collected.

Retention of Data

Personal information collected by Vested Networks will be retained for as long as necessary and legally permitted for the purposes for which it was collected, to provide you with Products and Services, enforce our legal agreements and policies and to conduct our legitimate business interests or where otherwise required by law.

How to Access and Update Your Information

We generally provide individuals with an opportunity to examine their own personal information, confirm the accuracy and completeness of their personal information, and have their personal information updated, if appropriate.

The ability of an individual to access his or her personal information is not unlimited, however. An individual's ability to access personal information may be limited, for example, where (i) the burden or expense of providing access would be unreasonable or disproportionate to the risks to the individual's privacy, (ii) the information should not be disclosed due to legal or security reasons or to protect confidential commercial information; or (iii) providing access would compromise the privacy of another person.

If you have created a user profile on a portal, you may also access and revise the personal information in your user profile when you log into your account.

Third-Party Websites, Plugins or Widgets

Vested Networks websites, Products and/or Services may include social network or other third-party plugins and widgets not operated by us. Accessing these links to other sites is done at your own option and is not part of any Vested Networks' offerings. Vested Networks has no control over and assumes no responsibility for the content, privacy policies or practices of any third-party sites or services. We strongly advise you to review each privacy policy provided at the respective site.

Health Insurance Portability and Accountability Act

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is United States legislation that provides data privacy and security provisions for safeguarding medical information. Vested Network's Services are, by default, not automatically enabled for HIPAA compliance thus the Customer's use of same are also non-HIPAA compliant.

Customer agrees that it will not use the Products and Services to create, receive, transmit, maintain, store, use, disclose, or otherwise cause the Products and Services to handle Protected Health Information ("PHI") as defined under HIPAA. Customer retains complete and full responsibility to ensure that the Products and Services are only applied to use-case scenarios where the Products and Services do provide the necessary level of security and privacy protections.

Customer also acknowledges and agrees that it is the Customer's responsibility to request their Vested Networks Services be configured to be HIPAA compliant. The Customer must request HIPAA compliance on the initial proposal, or in writing any time after services are installed. HIPAA compliance only begins after Vested Network's completes the required system settings and confirms this status with the Customer, which includes certain end-user configurations at the Customer's location(s) along with Customer's responsibility to train their employees to have suitable HIPAA knowledge to remain compliant.

CUSTOMER'S AGREEMENT TO THIS PROVISION IS A MATERIAL CONDITION OF MAKING THE PRODUCTS AND SERVICES AVAILABLE TO CUSTOMER. In addition to any indemnity requirements in these Terms, Customer shall indemnify, defend and hold harmless Company, Company Affiliates and all of the directors, officers, managers, partners, employees, agents, representatives, heirs, successors and assigns of Company and each of Company's Affiliates against all actions, claims, losses, penalties, fines, assessments, administrative costs, credit protection costs, damages and expenses (including reasonable attorneys' fees) arising out of Customer's violation of the provisions of this section, caused in whole or in part by any act or omission of Customer, or of anyone employed by or acting as a subcontractor, representative or agent of Customer. Any limitation on liability set forth in the terms of the Master Services Agreement or any other agreement between Company or its Affiliates and Customer shall not apply to Customer's liability under this provision.

California Privacy Rights

The California Data Protection Act (Cal. Civ. Code §§ 1798.83), also known as S.B. 27 "Shine the Light Law", applies to a business that owns or retains California residents' personal information and, requires such business to disclose to its California customers, upon request, the identity of any third parties to whom the business has disclosed personal information within the previous calendar year, along with the type of personal information disclosed, for the third-parties' direct marketing purposes.

A business subject to California Business and Professions Code Section 22581 and the Privacy Rights for California Minors in the Digital World Act (Cal. Bus. & Prof. Code §§ 22580-22582) must allow California residents under age 18 who are registered users of online

sites, services or applications to request and obtain removal or other forms of anonymization of content or information they have publicly posted. Your request should include a detailed description of the specific content or information to be so removed.

Our Products and Services do not address anyone under the age of 18 ("Children"). We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us. If we become aware that we have collected personal information from children without verification of parental consent, we take steps to remove that information from our servers.

Changes to Our Privacy Policy

Vested Networks reserves the right to change this Privacy Policy at our discretion subject to business or legal requirements. You are advised to review and check this Privacy Policy from time to time and particularly before you provide personal information to Vested Networks. Changes to this Privacy Policy are effective when they are posted on this page. By continuing to use our Products and/or Services you are agreeing to be bound by any changes or revisions made to this privacy policy.

Contacting Us

If you have any questions, comments, or concerns regarding our Privacy Policy or practices, please send an email to info@vestednetworks.com.

- Non-appropriation clause to be added.

AGENDA ITEM #17

BA - Seco
grant

City of Kingsville Parks & Recreation

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Susan Ivy, Parks Director

DATE: November 14, 2024

SUBJECT: Request for approval of State Energy Conservation Office (SECO) award and authorize City Manager to sign contract for same.

Summary:

We are asking for Commission to approve the \$25,000 award from SECO and authorize City Manager Mark McLaughlin to sign same.

Background:

Kingsville Parks and Recreation has applied for and been awarded the sum of \$25,000 through the Texas State Comptroller's office and the State Energy Conservation Office (SECO). The grant is a reimbursement grant and there is no match required. These Grant funds are awarded for the purpose of changing out the old lighting in and around the Recreation Hall at Dick Kleberg Park to use a more efficient source such as LED Lighting. A quote we received from Mia Electric was used to apply for the grant and a copy of it is attached.

Financial Impact:

This project would increase funding available to complete the lighting project proposed by \$25,000.

Recommendation:

City staff recommends that the City Commission approve the SECO grant award and authorize City Manager Mark McLaughlin to sign same.

From: Mia Electrical Services
P.O. Box701
Kingsville, Tx 78364
361-228-0506 TECL 26788

Date: 8/8/24

Quote: # 102604

To: City of Kingsville Parks Dept.
P. O. Box 512
Kingsville, Tx 78364

Job Name: Rec Hall Lighting

I here by submit specifications and estimates for:

- 1) Installing (12) LED 2X4 FLAT PANEL SWITCHABLE LUMENS (3833-6027) COLOR (35K 4K 5K) 80 CRI 120V-277V 0-10V Dimming white fixtures in the main slope ceiling with dimming switches.
- 2.) Installing surface RAB GUS4-50W/D10 SURFACE WRAP 4FT 50W 5000K 0-10V DIM 120-277V WH fixtures in back area low ceiling and in the (3) rear storages rooms.
- 3.) Installing (1) 2x4 FLAT PANEL SWITCHABLE LUMENS (3833-6027) COLOR (35K 4K 5K) 80 CRI 120V-277V white fixture in the Kitchen area.
- 4.) Installing (1) 2x4 FLAT PANEL SWITCHABLE LUMENS (3833-6027) COLOR (35K 4K 5K) 80 CRI 120V-277V white fixture in the front storage room and (2) LITH CPX 2X2 ALO7 SWW7 M4 LED 2X2 SWITCHABLE LUMENS (2300 - 4200) SWITCHABLE COLOR TEMP (35K-50k) in the back part of storage room. Will need to re-do the grids to be able to accomdate the new fixtures.
- 5.) Will use the existing 120v wiring, but run new low-voltage wiring for the dimming of the hall lights.
- 6.) Install (6) LUMARK CLCS17S 10IN SML LED SURFCE MNT CANPY SLCT WATT(40-60W)LUMNS(5500-8000)CLR(35 4K 5K) 80CRI 120V-277V DRK BRNZ in the front canopy.
- 7.) Install (5) Acuity Brand ATBL cobra head fixtures on (4) light poles around parking lot.

Total- \$20,450.00

I hereby propose to furnish labor and material-complete with the above specifications, for the sum of Twenty Thousand Six Hundred Fifty Dollars) with payments made as follows:
Full payment once job is completed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from above specifications involving extra will be executed only upon written request orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents, or delay beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Jose Andrade-Owner

Acceptance of Proposal

The above prizes, specifications and conditions are hereby accepted.
You are authorized to do work as specified. Payments will be made as outlined above.

Accepted: _____

Date: _____

RESOLUTION #2024-_____

A RESOLUTION ACCEPTING SECO GRANT AWARD AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Kingsville Parks Department was recently notified that it had been awarded a State Energy Conservation Office (SECO) grant through the Texas State Comptroller in the amount of \$25,000; and

WHEREAS, the purpose of grant funds is changing out the old lighting in and around the Recreation Hall at Dick Kleberg Park to use a more efficient source such a LED Lighting; and

WHEREAS, there is no cash match tied to the use of these funds;

WHEREAS, the use of the funds is a benefit to the citizens of this City as well as the department.

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

I.

THAT the City accepts the \$25,000 grant award from the Texas Comptroller of Public Accounts for SECO funds to be used for changing out the old lighting in and around the Recreation Hall at Dick Kleberg Park to use a more efficient source such a LED Lighting and authorizes the City Manager to act on the City's behalf with such grant and funds.

II.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 25th day of November, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO ACCEPT AND EXPEND THE STATE ENERGY CONSERVATION OFFICE (SECO) AWARD FOR LIGHTING IN AND AROUND THE RECREATION HALL AT DICK KLEBERG PARK.

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 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#18

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 075 – State Energy Conservation Office (SECO)					
<u>Revenues</u>					
4503	Parks	State Grants	72010	\$25,000	
<u>Expenditures</u>					
4503	Parks	Parks Capital Projects	71201	\$25,000	

[To amend the City of Kingsville FY 24-25 budget to accept and expend the State Energy Conservation Office (SECO) award for lighting in and around the Recreation Hall at Dick Kleberg Park. Funding will come from the grant award for the stated purpose.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 9th day of December 2024.

PASSED AND APPROVED on this the 13th day of January 2025.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #18

CITY OF KINGSVILLE



P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

Date: November 27, 2024

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

Summary: Tourism is working to improve the aesthetics of the Visitors Center off the highway and would like to complete the job prior to the opening of the Fuel America next door and the centennial celebrations at Texas A&M University-Kingsville.

Additionally, in order to salvage two mature trees on site and make use of adjoining space between Fuel America and Tourism facilities, we would like to install a small dog park to draw visitors to our space to market upcoming events and our community.

Tourism would like to use the remaining balance of ARPA funds and additionally request a budget amendment to cover the costs associated with this project. Design and quotes are attached.

Financial Impact: Total request is \$26,556.72. The breakdown is as follows:

Dog Park Fencing from S&J Fence Co Materials: \$5,004.56

Dog Park Fencing Installation from S&J Fence Co: \$5,837.50

7 piece Vest In Show Kit from The Park and Facilities: \$7,188.00

Level Site for preparation of Dog Park: \$2,850.00

Signage to Promote Upcoming Events/Other Dog Park/Hotel Options: \$2,000.00

Equipment Install: \$3676.66

Recommendation: Staff recommends that Commission approve exhausting the \$26,556.72 remaining in Tourism ARPA funds for this Dog Park project.

		Date Paid
Calculated ARPA Beginning Balance	-\$174,533.00	
Wayfinding Signs	\$10,000.00 Design/Deposit	Jan-23
Wayfinding Signs	\$39,458.00 Fabrication	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 -\$26,556.72

Anticipated Projects

Cartoon Map	EST
Butterfly garden sun shades	EST
Mural	EST
Mini Dog Park	\$26,556.72 EST

Total if approved \$0.00



City of Kingsville, TX

Detail vs Budget Report

Account Detail

Date Range: 10/01/2023 - 09/30/2024

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
205 - TOURISM ARP STATE & LOCAL FISCAL RECOVERY FUND	Expense							
205-5-1071-31400	Professional Services	0.00	62,699.00	0.00	62,653.00	62,653.00	46.00	0.07%
10/18/2023	POPKT23500							
11/08/2023	POPKT23423							
08/20/2024	POPKT25967							
205-5-1071-59100	Grounds & Permanent Fixtures	0.00	29,010.72	0.00	2,500.00	2,500.00	26,510.72	91.38%
10/16/2023	POPKT23248							
Expense Totals:		0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%
205 - TOURISM ARP STATE & LOCAL FISCAL RECOVERY FUND Totals:		0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%
Report Total:		0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%

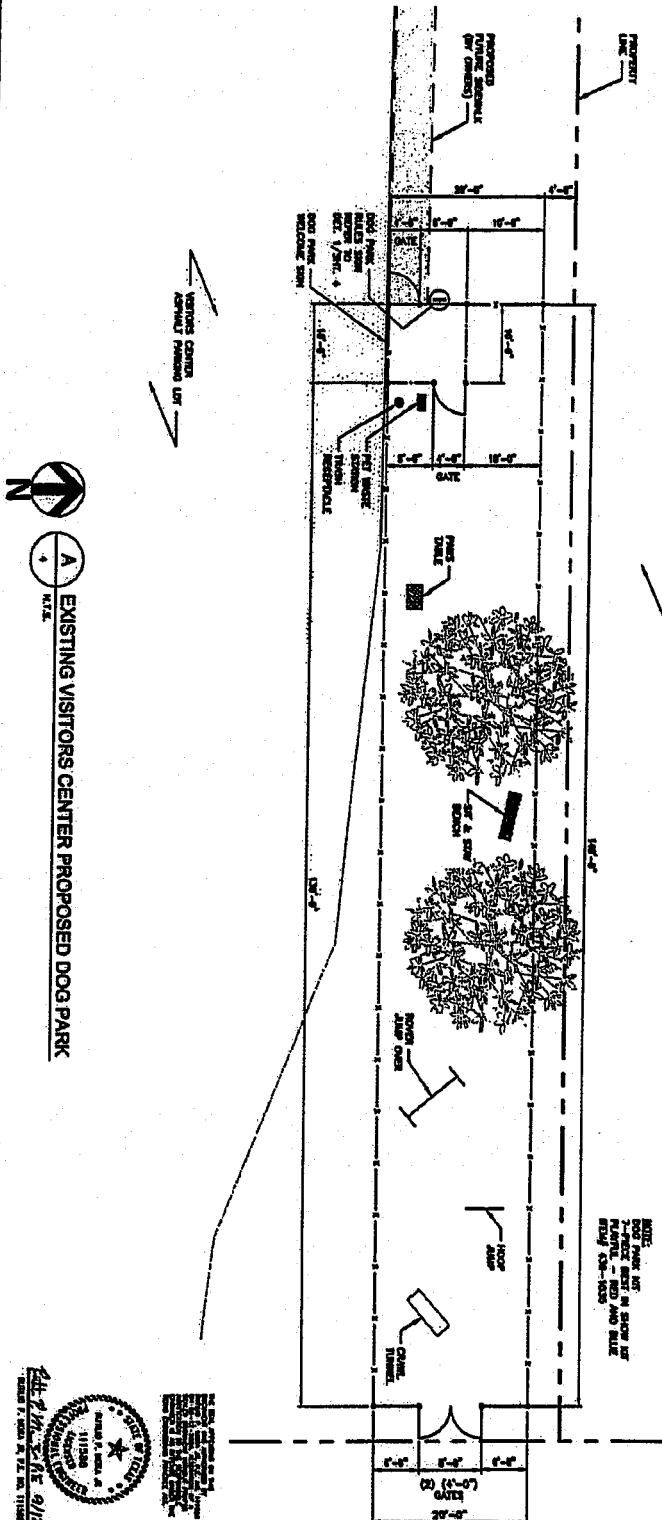
Date Range: 10/01/2023 - 09/30/2024

Fund Summary

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
205 - TOURISM ARP STATE & LOCAL FISCAL	0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%
Report Total:	0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%

SY	QTY	DESCRIPTION
SY	430	EXCAVATE EXISTING GRASS
SY	11	PAYMENT REPAIRS INCLUDING COMPACTED LIMESTONE BASE
SY	3,230	2" HOT MIX ASPHALT TYPE D OVERLAY AND PRIME COAT
LS	1	PAVEMENT MARKINGS INCLUDING ADA STRIPE
EA	5	NEW CONCRETE WHEEL STOPS
LF	335	5' HIGH CHAIN LINK FENCE INCLUDING GATES INSTALLED
LS	1	DOG PARK FEATURES, SIGNS, ETC. INSTALLED
EA	1	ADA PARKING SIGN & HARDWARE INSTALLED

QUANTITIES:



WALKWAY TO YOUR DOG PARK

THE CITY OF KINGSVILLE IS PROVIDING THE SIGNAGE AND HARDWARE FOR THE DOG PARK. THE SIGNAGE AND HARDWARE WILL BE INSTALLED BY THE CONTRACTOR. THE SIGNAGE AND HARDWARE WILL BE INSTALLED BY THE CONTRACTOR. THE SIGNAGE AND HARDWARE WILL BE INSTALLED BY THE CONTRACTOR.

NOTE: THE SIGNAGE AND HARDWARE WILL BE INSTALLED BY THE CONTRACTOR. THE SIGNAGE AND HARDWARE WILL BE INSTALLED BY THE CONTRACTOR. THE SIGNAGE AND HARDWARE WILL BE INSTALLED BY THE CONTRACTOR.



EXISTING VISITORS CENTER PROPOSED DOG PARK



TOURISM - VISITORS CENTER/ DOG PARK

EXISTING VISITORS CENTER PROPOSED DOG PARK

Drawn by: J. RAMIREZ
 Date: 04/05/2024
 Checked by: R. MORA
 Job:
 Scale: AS NOTED



CITY OF KINGSVILLE
 ENGINEERING DEPARTMENT
 408 West King
 Kingsville, Texas 77603
 Office 361.592.8007
 Fax 361.592.8033

Janine Reyes

From: Charlie Sosa <CSosa@cityofkingsville.com>
Sent: Wednesday, November 27, 2024 10:49 AM
To: Janine Reyes
Subject: Dog Park

Janine,

Here is the cost of the proposed dog park at tourism,

- 1. Fence \$10,842.00
- 2. Dog Equip. \$ 7,188.00
- 3. Level Site \$ 2,850.00
- 4. Installation \$ 3,675.00
- 5. Sign \$2,000.00
- Total Cost \$26,555.00**

S & J FENCE CO.

361-885-0503
www.sjfenceco.com

1825 North Padre Island Drive
Corpus Christi, TX 78408

BID PROPOSAL

City of Kingsville
Attn: Charlie Sosa
1501 North US 77
Kingsville, TX
361-455-7746

October 28, 2024
Estimator: Adrian Elwin
Contact: 361-442-3518

Description: Install 340' of new 4' tall black vinyl-coated light-commercial grade chain link fence. Fence to include (2) 4' wide single swing gates set on 2 7/8" OD x SS40 posts. Gate frames to be 1 5/8" OD x .065", gates to be equipped with (2) 90-degree hinges (non-self closing), and (1) pad-lockable fork per gate. All gate and terminal posts to be set in minimum 36" concrete footings and all line posts to be set in minimum 30" concrete footings with a max spacing of 10'. Client to clear all fence lines of all vegetation, trees, and objects prior to S&J start of project. This bid is good for 30 days unless otherwise specified in writing by S&J Fence Co.

Materials furnished by S&J:	\$5,004.56
2 7/8" OD vinyl coated terminal & gate posts - SS40	
1 7/8" OD vinyl coated line posts - .065"	
1 5/8" OD vinyl coated top rail - .065"	
13 gauge vinyl coated chain link fabric, 9 ga. Finish, 2" mesh	
9 gauge vinyl coated bottom tension wire	
(2) 4' wide vinyl coated single swing gates, with hardware	
All necessary concrete	
Labor furnished by S&J:	\$5,837.50
Sales Tax @ 8.25% (Materials Only):	\$0.00
TOTAL CHARGES:	\$10,842.06

Terms: Signed contract or Hardcopy PO to schedule; invoiced at completion (net 30).

This price includes a discount for payment by cash or check; add 2% if paying by credit/debit card.

Thank you for the opportunity to bid on your fence project. You will find that S&J will deliver exceptional service and a quality product. We look forward to your business!

To accept this bid, please sign below and email to aelwin@sjfenceco.com or mail to the address above.

Signed - Owner or Agent

Date

Initial I have read and agree to S&J Fence Co. Terms and Conditions.
(www.sjfenceco.com/termsandconditions)

Employer Tax I.D. #27-0587418



Highland Products Group/The Park Catalog
 931 Village Blvd Ste 905-354
 West Palm Beach, FL 33409
 Phone : 561-620-7878
 Email : sales@theparkcatalog.com

Quote#104258

Sales Rep: Carrie Georgopoulos
 Email: Carrie@theparkcatalog.com
 Phone: 888-447-2401 Ext 60307

Bill to:
 Joseph Ramirez
 City of Kingsville
 P.O. Box 1458
 Kingsville, Texas 78363
 United States
 T: 361-595-8007

Ship to:
 Joseph Ramirez
 City of Kingsville
 400 W. King Ave
 Kingsville, Texas 78363
 United States
 T: 361-595-8007

Quote valid until: **Apr 13, 2024** Quote expires on: **May 12, 2024 (29 days)**

Product Name	Item #	QTY	Price	Your Price	Unit Discount	Subtotal
7 Piece Best In Show Kit Color: Playful- Red and Blue	<u>439-1035-2547844</u>	1	\$7,897.00	\$7,188.00	\$709.00	\$7,188.00

Quote Notes:

NOTIFY BEFORE DELIVERY INCL IN FREIGHT

Total Discount -\$709.00

Subtotal \$7,188.00

Shipping & Handling \$0.00

Tax \$0.00

Grand Total \$7,188.00

This quote comes with our BEST PRICE GUARANTEE! If we are not your lowest delivered quote for equivalent product, we will BEAT it! (Exclusions may apply)

Any questions contact us at 888-447-2401 or Carrie@theparkcatalog.com

PAY NOW
 WITH A CREDIT CARD

Quote Expiration Date: May 12, 2024

IF YOUR QUOTE HAS EXPIRED, PLEASE CONTACT YOUR SALES REP BEFORE SUBMITTING PAYMENT

TERMS & CONDITIONS

SHIPPING:

Deliveries are made during normal business hours, 8am - 5pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard delivery charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver will not offload the delivery. It is Customers responsibility to provide adequate personnel and/or equipment to unload the shipment from the truck when it arrives. The truck driver is under no obligation to help you unload. If you require anything other than standard delivery, we have the following additional services available for purchase at time of order placement:

Additional Delivery Services

- **Residential Delivery:** If the ship to address is not a commercial location, on a commercial truck route or is in a residential area, you must order "Residential Delivery Service" at an additional charge.
- **Limited Access Delivery:** This is common LTL delivery for small businesses, restaurants, schools, churches, concert venues, theaters, or other locations that do not have a loading dock.
- **Liftgate Service:** This service includes the driver utilizing a lift gate on the rear of the truck. The driver is responsible for lowering your shipment to the ground only. Once delivery is at ground level it is your responsibility to move the shipment from the delivery point to its destination.
- **Notify Before Delivery:** Notify before delivery indicates that the receiver needs to be called before arrival. The carrier will call 24-48 hours prior to make a delivery appointment. If the receiver cannot be reached, these shipments can result in significant delays or additional redelivery fees.
- **Inside Delivery:** If this service is required, please reach out to one of our Sales Representative as we cannot be responsible for online quotes with this service. This service requires specifics that must be communicated to the carrier prior to getting a shipping quote.
- **Redelivery Fee:** This charge will occur when a delivery is unsuccessful on the first try and the carrier must try to deliver the shipment a second time. Redeliveries occur within the carrier's available timeframe.
- **Construction Site Delivery:** This charge is for any destination that is under construction and requires an LTL truck to navigate a construction site.

Shipping Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, the Customer agrees to pay and The Park Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

Shipment Inspection Required - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All damage claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacements parts or products FREE of charge due to concealed or unreported damages.

Assembly May Be Required:

Most of our product's ship Knocked down and on commercial pallets to minimize freight damages and reduce freight cost.

CANCELLATIONS:

No order can be cancelled unless first authorized and confirmed in writing by The Park Catalog Team. Made-to-Order items already in production may not be cancelled. If a cancellation is authorized, charges may apply based on the stage the order is in.

RETURNS:

We will accept returns of unopened/unused products, up to 30 days from the shipping date, subject to ALL the following terms and conditions

- **Approval:** Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.
- **Shipping Returns:** All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
- **Re-Stocking & Shipping Fees:** The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.
- **Online Orders:** For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.
- **Personalized** - These items are NOT eligible for return unless a defect in manufacturing is presented to us with pictures prior to return.
- **Refunds:** refunds will be issued on returned merchandise AFTER shipment is received and inspected at our warehouse and the goods are deemed to be resalable and free of damages.

Payment options:

Credit Card: To maintain a safe environment for credit card transactions, we utilize a credit card processing company that partners with companies who transmit or process card information in a secure environment which complies with the Payment Card Industry Data Security Standard (PCI DSS). In compliance with the payment card industry data security standards, The Park Catalog cannot accept credit card payment information via Email/Fax/US Mail/Telephone/Voice Mail. A secure payment link will be sent via email to allow your transaction to be completed.

Check: Payable to Highland Products Group or The Park Catalog, 931 Village Blvd Ste 905-354, West Palm Beach, FL 33409

ACH: You will find ACH/Wire information on the pages following your proposal

Purchase Order: We accept purchase orders from Government/Municipal entities, Public Schools, non-private Colleges, and Universities to name a few. All other customer types must speak with a sales representative for qualifications to utilize a purchase order.

Force Majeure:

No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal:

Sign Here _____ Date: _____



To Whom It May Concern:

This is in response to your request for a W-9 from a single member LLC, disregarded for income tax purposes. All receipts and federal taxes for this entity are reported on a consolidated tax return under Playcore Group, Inc & Subsidiaries, federal identification number (FEIN) 82-2297804, and as such, we will not require a 1099 issued since we are a U. S. corporation.

Please find the following enclosed documents:

- A W-9 for Playcore Group, Inc & Subsidiaries with FEIN 82-2297804. Lines 5, 6, and 7 all list the business address, name, and FEIN of the disregarded LLC entity.

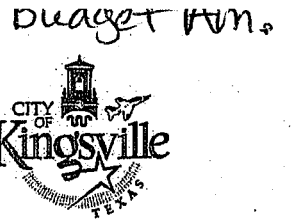
Aside from making a 1099 determination for federal income tax, the LLC's name and address should be used for *all other business purposes* including, but not limited to: invoicing, licensing, signing / executing contracts, creating customer / vendor accounts, etc.

Should you have any questions regarding the attached, please do not hesitate to reach out to our department at tax@playcore.com.

Sincerely,

Scott Hooker
Senior Tax Accountant
shooker@playcore.com
PLAYCORE
A new perspective on play

AGENDA ITEM #19



CITY OF KINGSVILLE

P.O. BOX 1458 – KINGSVILLE, TEXAS 78364

Date: November 27, 2024

To: City Commission via City Manager Mark McLaughlin

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

From: Janine Reyes, Director of Tourism Services

Summary: Tourism is working to improve the aesthetics of the Visitors Center off the highway and would like to complete the job prior to the opening of the Fuel America next door and the centennial celebrations at Texas A&M University-Kingsville.

Additionally, in order to salvage two mature trees on site and make use of adjoining space between Fuel America and Tourism facilities, we would like to install a small dog park to draw visitors to our space to market upcoming events and our community.

Tourism would like to use the remaining balance of ARPA funds and additionally request a budget amendment to cover the costs associated with this project. Design and quotes are attached.

Financial Impact: Total request is \$26,556.72. The breakdown is as follows:

Dog Park Fencing from S&J Fence Co Materials: \$5,004.56

Dog Park Fencing Installation from S&J Fence Co: \$5,837.50

7 piece Vest In Show Kit from The Park and Facilities: \$7,188.00

Level Site for preparation of Dog Park: \$2,850.00

Signage to Promote Upcoming Events/Other Dog Park/Hotel Options: \$2,000.00

Equipment Install: \$3676.66

Recommendation: Staff recommends that Commission approve exhausting the \$26,556.72 remaining in Tourism ARPA funds for this Dog Park project.

City of Kingsville Town

Date Paid

Calculated ARPA Beginning Balance	-	\$174,533.00	
Wayfinding Signs	\$10,000.00	Design/Deposit	Jan-23
Wayfinding Signs	\$39,458.00	Fabrication	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 - \$26,556.72

Anticipated Projects

Cartoon Map		EST
Butterfly garden sun shades		EST
Mural		EST
Mini Dog Park	\$26,556.72	EST

Total if approved \$0.00



City of Kingsville, TX

Detail vs Budget Report

Account Detail

Date Range: 10/01/2023 - 09/30/2024

Account	Name	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
205 - TOURISM ARP STATE & LOCAL FISCAL RECOVERY FUND								
Expense								
205-5-1071-31400	Professional Services	0.00	62,699.00	0.00	62,653.00	62,653.00	46.00	0.07%
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	
10/18/2023	POPKT23500	20002	410358	Wayfinding Signs	7207 - NATIONAL SIGN PLAZAS, INC		19,128.00	
11/08/2023	POPKT23423	35001	410241	Prof. Service, HM Nature Ctr Project	9776 - Dimensional Innovations, Inc		23,195.00	
08/20/2024	POPKT25967	21168	413909	Wayfinding Signs	7207 - NATIONAL SIGN PLAZAS, INC		20,330.00	
205-5-1071-59100	Grounds & Permanent Fixtures	0.00	29,010.72	0.00	2,500.00	2,500.00	26,510.72	91.38%
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	
10/16/2023	POPKT23248	41037	410065	Sign installment and communications	1342 - Macareno Brothers Inc - Kingsville		2,500.00	
Expense Totals:		0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%
205 - TOURISM ARP STATE & LOCAL FISCAL RECOVERY FUND Totals:		0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%
Report Total:		0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%

Fund Summary

Fund	Encumbrances	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
205 - TOURISM ARP STATE & LOCAL FISCAL	0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%
Report Total:	0.00	91,709.72	0.00	65,153.00	65,153.00	26,556.72	28.96%

Janine Reyes

From: Charlie Sosa <CSosa@cityofkingsville.com>
Sent: Wednesday, November 27, 2024 10:49 AM
To: Janine Reyes
Subject: Dog Park

Janine,

Here is the cost of the proposed dog park at tourism,

- 1. Fence \$10,842.00
- 2. Dog Equip. \$ 7,188.00
- 3. Level Site \$ 2,850.00
- 4. Installation \$ 3,675.00
- 5. Sign \$2,000.00
- Total Cost \$26,555.00**



1825 North Padre Island Drive
Corpus Christi, TX 78408

BID PROPOSAL

City of Kingsville
Attn: Charle Sosa
1501 North US 77
Kingsville, TX
361-455-7746

October 28, 2024
Estimator: Adrian Elwin
Contact: 361-442-3518

Description: Install 340' of new 4' tall black vinyl-coated light-commercial grade chain link fence. Fence to include (2) 4' wide single swing gates set on 2 7/8" OD x SS40 posts. Gate frames to be 1 5/8" OD x .065", gates to be equipped with (2) 90-degree hinges (non-self closing), and (1) pad-lockable fork per gate. All gate and terminal posts to be set in minimum 36" concrete footings and all line posts to be set in minimum 30" concrete footings with a max spacing of 10'. Client to clear all fence lines of all vegetation, trees, and objects prior to S&J start of project. This bid is good for 30 days unless otherwise specified in writing by S&J Fence Co.

Materials furnished by S&J:	\$5,004.56
2 7/8" OD vinyl coated terminal & gate posts - SS40	
1 7/8" OD vinyl coated line posts - .065"	
1 5/8" OD vinyl coated top rail - .065"	
13 gauge vinyl coated chain link fabric, 9 ga. Finish, 2" mesh	
9 gauge vinyl coated bottom tension wire	
(2) 4' wide vinyl coated single swing gates, with hardware	
All necessary concrete	
Labor furnished by S&J:	\$5,837.50
Sales Tax @ 8.25% (Materials Only):	\$0.00
TOTAL CHARGES:	\$10,842.06

Terms: Signed contract or Hardcopy PO to schedule; invoiced at completion (net 30).
This price includes a discount for payment by cash or check; add 2% if paying by credit/debit card.

Thank you for the opportunity to bid on your fence project. You will find that S&J will deliver exceptional service and a quality product. We look forward to your business!

To accept this bid, please sign below and email to aelwin@sjfenceco.com or mail to the address above.

Signed - Owner or Agent

Date

Initial I have read and agree to S&J Fence Co. Terms and Conditions.
(www.sjfenceco.com/termsandconditions)

Employer Tax I.D. #27-0587418



Highland Products Group/The Park Catalog
 931 Village Blvd Ste 905-354
 West Palm Beach, FL 33409
 Phone : 561-620-7878
 Email : sales@theparkcatalog.com

Quote#104258

Sales Rep: Carrie Georgopoulos
 Email: Carrie@theparkcatalog.com
 Phone: 888-447-2401 Ext 60307

Bill to:
 Joseph Ramirez
 City of Kingsville
 P.O. Box 1458
 Kingsville, Texas 78663
 United States
 T: 361-595-8007

Ship to:
 Joseph Ramirez
 City of Kingsville
 400 W. King Ave
 Kingsville, Texas 78636
 United States
 T: 361-595-8007

Quote Date: Apr 13, 2024 Quote Expiration Date: May 12, 2024 (29 days)

Product Name	Item #	QTY	Price	Your Price	Unit Discount	Subtotal
7 Piece Best in Show Kit Color: Playful- Red and Blue	<u>439-1035-2547844</u>	1	\$7,897.00	\$7,188.00	\$709.00	\$7,188.00

Quote Notes:

NOTIFY BEFORE DELIVERY INCL IN FREIGHT

Total Discount **-\$709.00**

Subtotal **\$7,188.00**

Shipping & Handling **\$0.00**

Tax **\$0.00**

Grand Total \$7,188.00

This quote comes with our **BEST PRICE GUARANTEE!** If we are not your lowest delivered quote for equivalent product, we will **BEAT** it! (Exclusions may apply)

Any questions contact us at 888-447-2401 or Carrie@theparkcatalog.com

PAY NOW
 WITH A CREDIT CARD

Quote Expiration Date: May 12, 2024

IF YOUR QUOTE HAS EXPIRED, PLEASE CONTACT YOUR SALES REP BEFORE SUBMITTING PAYMENT.

TERMS & CONDITIONS

SHIPPING:

Deliveries are made during normal business hours, 8am - 5pm Monday - Friday. Unless otherwise noted, shipping charges include standard delivery only. Standard delivery charges are for Tailgate delivery to any commercial location on a commercial truck route; the truck driver will not offload the delivery. It is Customers responsibility to provide adequate personnel and/or equipment to unload the shipment from the truck when it arrives. The truck driver is under no obligation to help you unload. If you require anything other than standard delivery, we have the following additional services available for purchase at time of order placement:

Additional Delivery Services

- **Residential Delivery:** If the ship to address is not a commercial location, on a commercial truck route or is in a residential area, you must order "Residential Delivery Service" at an additional charge.
- **Limited Access Delivery:** This is common LTL delivery for small businesses, restaurants, schools, churches, concert venues, theaters, or other locations that do not have a loading dock.
- **Liftgate Service:** This service includes the driver utilizing a lift gate on the rear of the truck. The driver is responsible for lowering your shipment to the ground only. Once delivery is at ground level it is your responsibility to move the shipment from the delivery point to its destination.
- **Notify Before Delivery:** Notify before delivery indicates that the receiver needs to be called before arrival. The carrier will call 24-48 hours prior to make a delivery appointment. If the receiver cannot be reached, these shipments can result in significant delays or additional redelivery fees.
- **Inside Delivery:** If this service is required, please reach out to one of our Sales Representative as we cannot be responsible for online quotes with this service. This service requires specifics that must be communicated to the carrier prior to getting a shipping quote.
- **Redelivery Fee:** This charge will occur when a delivery is unsuccessful on the first try and the carrier must try to deliver the shipment a second time. Redeliveries occur within the carrier's available timeframe.
- **Construction Site Delivery:** This charge is for any destination that is under construction and requires an LTL truck to navigate a construction site.

Shipping Service Discrepancies - If there is a discrepancy in the services requested and the minimum services required to deliver the product, the Customer agrees to pay and The Park Catalog reserves the right to charge the customer for any necessary additional services provided at the time of delivery.

Shipment Inspection Required - It is the customer's responsibility to inspect all deliveries for possible damage, correct quantities and to note any discrepancies on the freight bill PRIOR to signing the delivery receipt provided by the driver. All damage claims MUST be recorded on the delivery receipt and reported within 48 hours of delivery. The Park Catalog does NOT GUARANTEE replacements parts or products FREE of charge due to concealed or unreported damages.

Assembly May Be Required:

Most of our product's ship Knocked down and on commercial pallets to minimize freight damages and reduce freight cost.

CANCELLATIONS:

No order can be cancelled unless first authorized and confirmed in writing by The Park Catalog Team. Made-to-Order items already in production may not be cancelled. If a cancellation is authorized, charges may apply based on the stage the order is in.

RETURNS:

We will accept returns of unopened/unused products, up to 30 days from the shipping date, subject to ALL the following terms and conditions

- **Approval:** Written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.
- **Shipping Returns:** All merchandise must be returned in its original packaging, freight Prepaid. No Collect shipments are accepted.
- **Re-Stacking & Shipping Fees:** The customer is responsible for a minimum 25% re-stocking fee and all related shipping charges on product returned for reasons other than damage or defect. Original shipping charges will not be refunded.
- **Online Orders:** For online orders, The Park Catalog is not responsible if the customer orders incorrect product or colors. All return and restock fees apply.
- **Personalized -** These items are NOT eligible for return unless a defect in manufacturing is presented to us with pictures prior to return.
- **Refunds:** refunds will be issued on returned merchandise AFTER shipment is received and inspected at our warehouse and the goods are deemed to be resalable and free of damages.

Payment options:

Credit Card: To maintain a safe environment for credit card transactions, we utilize a credit card processing company that partners with companies who transmit or process card information in a secure environment which complies with the Payment Card Industry Data Security Standard (PCI DSS). In compliance with the payment card industry data security standards, The Park Catalog cannot accept credit card payment information via Email/Fax/US Mail/Telephone/Voice Mail. A secure payment link will be sent via email to allow your transaction to be completed.

Check: Payable to Highland Products Group or The Park Catalog, 931 Village Blvd Ste 905-354, West Palm Beach, FL 33409

ACH: You will find ACH/Wire information on the pages following your proposal

Purchase Order: We accept purchase orders from Government/Municipal entities, Public Schools, non-private Colleges, and Universities to name a few. All other customer types must speak with a sales representative for qualifications to utilize a purchase order.

Force Majeure:

No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

To accept this proposal:

Sign Here _____ Date: _____



Building communities through play & recreation™

To Whom It May Concern:

This is in response to your request for a W-9 from a single member LLC, disregarded for income tax purposes. All receipts and federal taxes for this entity are reported on a consolidated tax return under Playcore Group, Inc & Subsidiaries, federal identification number (FEIN) 82-2297804, and as such, we will not require a 1099 issued since we are a U. S. corporation.

Please find the following enclosed documents:

- A W-9 for Playcore Group, Inc & Subsidiaries with FEIN 82-2297804. Lines 5, 6, and 7 all list the business address, name, and FEIN of the disregarded LLC entity.

Aside from making a 1099 determination for federal income tax, the LLC's name and address should be used for *all other business purposes* including, but not limited to: *invoicing, licensing, signing / executing contracts, creating customer / vendor accounts, etc.*

Should you have any questions regarding the attached, please do not hesitate to reach out to our department at tax@playcore.com.

Sincerely,

Scott Hooker
Senior Tax Accountant
shooker@playcore.com

PLAYCORE GROUP, INC.

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET TO APPROPRIATE FUNDING FOR THE TOURISM DOG PARK.

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 2024-2025 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#20

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 205 – Tourism ARP					
<u>Expenditures</u>					
1071	Tourism	Machinery & Equipment	71200	\$26,556.72	

[To amend the City of Kingsville FY 24-25 budget to appropriate funding for the Tourism Dog Park from the Tourism ARP Fund 205. This will exhaust all ARP funding allocated for Tourism.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 9th day of December 2024.

PASSED AND APPROVED on this the 13th day of January 2025.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #20



MEMO

Date: November 27th, 2024

To: Mark McLaughlin (City Manager)

From: Erik Spitzer (Director of Planning and Development Services)

Subject: **The City of Kingsville Planning and Development Services Department is seeking approval from the City Commissioners and Mayor to charge customers Third-Party Inspection Fees when the City is unable to perform these inspections**

Summary: The Department of Planning and Development Services currently has an existing contract with a Third-Party Building Inspection Company (“Bureau Veritas”) to conduct both residential and commercial inspections when workload surpasses local department capacity. The Planning Department currently has no dedicated inspector and no funds allocated within FY 2025 to hire a new inspector. To ensure the proper fees are recouped when inspections are completed by the Third-Party company, the Planning Department will collect the “Third-Party” company inspection fees upfront from the customer + a 10% administrative fee **before** an inspection or re-inspection will be scheduled by the City of Kingsville Planning Department.

Proposed New Ordinance:

Sec. 15-1-13a - Purpose and authority for third party inspection services.

The purpose of the procedures enumerated in this section is to provide the city with the ability for pre-qualifying companies to perform residential and commercial building inspections established by code. This section shall be applicable to the city's selection of third-party inspection companies under the authority of the City Manager. Specifically, the city, by and through the City Manager, shall select a third-party inspection company solely on the basis of qualifications. The City Manager, through the Pre-Qualification Procedure enumerated herein, shall review a company's qualifications. In addition, this section does not apply to the hiring of such companies by the city to provide services relating to potential litigation or to provide services ancillary to compliance with local, state, or federal laws. Such hiring shall be done in consultation with the City Attorney and in accordance with the applicable requirements of local, state, or federal law. All inspection fees charged by a third party company (with which the city has an existing contract) will be paid for upfront by the customer seeking an inspection plus a 10% administrative fee (e.g., company “X” charges \$125.00 for a single electrical final inspection of a commercial structure; the City of Kingsville Planning Department will charge the customer \$137.50 before the inspection is scheduled with the third-party company). The Building Official will always (except in an emergency) complete the following inspections: (1) approval to disconnect/re-connect electric power to structures, both residential and commercial (2) certificates of occupancy for both residential and commercial structures.

Financial Impact: Third-Party Plan Inspection fees will be collected upfront from the customer to ensure solvency within the Planning Department’s “Professional Services” budget line item.

Recommendation: Staff recommends approving this new ordinance.

Erik Spitzer
Director of Planning and Development Services

ORDINANCE NO. 2024-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XV, ARTICLE 1-BUILDING REGULATIONS, SECTION 13-PURPOSE AND AUTHORITY FOR THIRD PARTY PLAN REVIEW AND INSPECTION SERVICES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, this Ordinance was revised on September 23, 2024 via Ordinance #2024-69 for revision of third party plan review service fees;

WHEREAS, the City desires to contract with a Third-party for certain building inspection services for both residential and commercial inspections;

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

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

I.

THAT Sections 15-1-13 of Article 1: Building Regulations of Chapter XV, Building Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 15-1-13 PURPOSE AND AUTHORITY FOR THIRD PARTY PLAN REVIEW AND INSPECTION SERVICES.

- A) The purpose of the procedures enumerated in this section is to provide the city with a selection procedure for pre-qualifying companies to perform the services of plan review under the provisions established by the Code. This section shall be applicable to the city's selection of third party plan review companies under the authority of the Building Official. Specifically, the City, by and through the Building Official, shall select a third party plan review company solely on the basis of qualifications. The Building Official through the Pre-Qualification Procedure enumerated herein shall review a company's qualifications. In addition this section does not apply to the hiring of such companies by the City to provide services relating to potential litigation or to provide services ancillary to compliance with local, state, or federal laws. Such hiring shall be done in consultation with the City Attorney and in accordance with the applicable requirements of local, state, or federal law. All plan review fees charged by a third party company (with which the City has an existing contract) will be paid for upfront by the customer seeking a plan review plus a 10% administrative fee (e.g.: company "X" charges \$1,500 for a plan review

fee of a single family residence; the City's 10% of that is \$150, so the City of Kingsville Planning Department will charge the customer a total of \$1,650, which must be received before the plans are sent to the third-party company for review).

- B) The purpose of the procedures enumerated in this section is to provide the city with the ability for pre-qualified companies to perform residential and commercial building inspections established by code. This section shall be applicable to the city's selection of third-party inspection companies under the authority of the City Manager. Specifically, the city, by and through the City Manager, shall select a third-party inspection company solely on the basis of qualifications. The City Manager, through the Pre-Qualification Procedure enumerated herein, shall review a company's qualifications. In addition, this section does not apply to the hiring of such companies by the city to provide services relating to potential litigation or to provide services ancillary to compliance with local, state, or federal laws. Such hiring shall be done in consultation with the City Attorney and in accordance with the applicable requirements of local, state, or federal law. All inspection fees charged by a third party company (with which the city has an existing contract) will be paid for upfront by the customer seeking an inspection plus a 10% administrative fee (e.g., company "X" charges \$125.00 for a single electrical final inspection of a commercial structure; the City of Kingsville Planning Department will charge the customer \$137.50 before the inspection is scheduled with the third-party company). The Building Official will always (except in an emergency) complete the following inspections: (1) approval to disconnect/re-connect electric power to structures, both residential and commercial (2) certificates of occupancy for both residential and commercial structures.

...

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 9th day of December, 2024.

PASSED AND APPROVED on this the 13th day of January, 2025.

Effective Date: _____

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #21

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, DESIGNATING THE AUTHORIZED SIGNATORIES FOR FINANCIAL, HEALTH TRUST PLAN, AND OTHER ITEMS OF CITY BUSINESS FROM CITY MANAGER TO INTERIM CITY MANAGER.

WHEREAS, an Interim City Manager was named by the City Commission on December 5, 2024 to occupy the position of City Manager from the time that position is vacated at the end of business on December 20, 2024 and until such time as a new City Manager is hired and starts;

WHEREAS, the financial, health trust plan, and other items of city business require documents to be authorized and signed on the behalf of the position of City Manager;

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

Section 1: That as of December 21, 2024 the following individual is hereby authorized to sign financial, health trust plan, and other items of city business that are required to be authorized and signed on the behalf of the position of City Manager:

Remove: Mark McLaughlin, City Manager

Add: Charlie Sosa, Interim City Manager

Section 2: This resolution shall be effective until it is repealed or superseded by another resolution.

Section 3: This Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on this the 9th day of December, 2024.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #22