

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION**

**MONDAY, FEBRUARY 25, 2013  
REGULAR MEETING**

**HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS  
CITY HALL/200 EAST KLEBERG AVENUE  
6:00 P.M.**

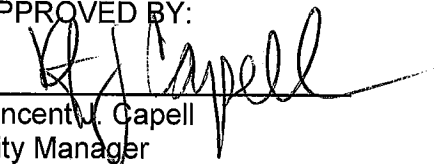
### **I. Preliminary Proceedings.**

#### **OPEN MEETING**

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

**MINUTES OF PREVIOUS MEETING(S) – Required by Law**

APPROVED BY:

  
\_\_\_\_\_  
Vincent J. Capell  
City Manager

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

1. Public Hearing for an alcohol variance application for The Players Lounge located at 510 W. Huisache. (Director of Planning & Development Services).
2. Public Hearing regarding condemnation proceeding for structures located at 222 E. Huisache, Kingsville, Texas. (Director of Planning & Development Services).
3. Public Hearing regarding condemnation proceeding for structures located at 613 E. Ave. C, Kingsville, Texas. (Director of Planning & Development Services).
4. Public Hearing regarding condemnation proceeding for structures located at 921 E. Yoakum, Kingsville, Texas. (Director of Planning & Development Services).
5. Public Hearing regarding condemnation proceeding for structures located at 818 E. Richard, Kingsville, Texas. (Director of Planning & Development Services).

### **III. Reports from Commission & Staff.<sup>2</sup> (City Manager's Staff Report Attached).**

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

*Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, 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. No formal action can be taken on these items at this time.”*

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

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

#### **V.**

##### **Consent Agenda**

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

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

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

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

1. Motion to approve final passage of an ordinance amending Chapter XV, Land Use, Article 3, Subdivisions, Sections 17, 30, 51, & 56, revising assurance for completion & warranty of improvements, improvement agreement and guarantee of completion of public improvements, & streets; adding open space & preservation. (Director of Planning & Development Services).
2. Motion to approve resolution authorizing the release of Chapter 59 funds of the Kingsville Specialized Crimes and Narcotics Task Force for donation to the Palmer Drug Abuse Program (PDAP). (Task Force Commander).
3. Motion to approve resolution authorizing the Police Chief to enter into a Memorandum of Understanding with the Women's Shelter of South Texas to provide assistance to victims of family violence and sexual assault. (Police Chief).

##### **REGULAR AGENDA**

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

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

4. Consider approval of an alcohol variance for The Players Lounge located at 510 W. Huisache. (Director of Planning & Development Services).
5. Consider condemnation of structures located at 222 E. Huisache, Kingsville, Texas. (Director of Planning & Development Services).

6. Consider condemnation of structures located at 613 E. Ave. C, Kingsville, Texas. (Director of Planning & Development Services).
7. Consider condemnation of structures located at 921 E. Yoakum, Kingsville, Texas. (Director of Planning & Development Services).
8. Consider condemnation of structures located at 818 E. Richard, Kingsville, Texas. (Director of Planning & Development Services).
9. Consider a resolution supporting Texas A&M University-Kingsville's Frank H. Dotterweich College of Engineering's application for the 2013 U.S. Department of Labor, YouthBuild Grant to promote infill housing in the City. (Commissioner Leubert).
10. Consider a resolution authorizing the City Manager to enter into a Contract for Professional Services between the City of Kingsville and LNV, Inc. for engineering services for new water well improvements (well #25). (City Engineer/Public Works Director).
11. Consider authorizing the Mayor to enter into a Water Supply Contract between the City of Kingsville and Texas A&M University-Kingsville. (City Engineer/Public Works Director).
12. Consider authorizing the City Manager to enter into an Amendment to the Water Supply Contract between the City of Kingsville, Texas and Escondido Creek Estates, Inc. (City Engineer/Public Works Director).
13. Consider a resolution authorizing the City Manager to enter into an Amendment to the Interlocal Cooperation Agreement between the City of Kingsville and Texas A&M University-Kingsville relating to historical survey & inventory of the historic district of Kingsville, Texas. (Tourism Director).
14. Consider authorizing the purchase of one (1) John Deere 318D Skid Steer Loader Base with GT72 Grapple and one (1) John Deere Z970R ZTrak Commercial Mower as well as trade in of the 2009 John Deere 5065M and accessories, as recommended by staff. (Purchasing/IT Director).
15. Consider introduction of an ordinance amending the fiscal year 2012-2013 budget for the Community Appearance Department to purchase one (1) John Deere 318D skid steer loader base with GT72 grapple and one (1) John Deere Z970R ZTrak commercial mower as well as the trade in of the 2009 John Deere 5065M and accessories. (Finance Director).
16. Consider introduction of an ordinance amending the fiscal year 2012-2013 budget for the Police Department to purchase body armor and protective equipment. (Finance Director).
17. Consider authorizing the City Manager to file a demolition lien showing a statement of expenses incurred to voluntarily abate a nuisance at 621 E. Nettie, pursuant to City of Kingsville Code of Ordinances Section 15-1-172. (Director of Planning & Development Services).
18. Consider a resolution authorizing the Mayor to execute a Second Amendment and Extension of the Kingsville Industrial District Agreement No.92-02 between the City of Kingsville and Hoechst Celanese. (Director of Planning and Development Services).

## VII. Adjournment.

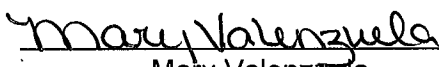
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizens 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 is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail [mvalenzuela@cityofkingsville.com](mailto:mvalenzuela@cityofkingsville.com) for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.086 (Certain Public Power Utilities: Competitive Matters), and 551.087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board in the City Hall, 200 East Kleberg, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

February 21, 2013 at 11:00 A.M. and remained so posted continuously for at least 72 hours preceding the schedule time of said meeting.

  
\_\_\_\_\_  
Mary Valenzuela  
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)**

**FEBRUARY 11, 2013**

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, FEBRUARY 11, 2013 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.**

**CITY COMMISSION PRESENT:**

Sam Fugate, Mayor  
Al Garcia, Commissioner  
Dianne Leubert, Commissioner  
Noel Pena, Commissioner  
Arturo Pecos, Commissioner

**CITY STAFF PRESENT:**

Vincent J. Capell, City Manager  
Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
James Bryson, Accountant Manager  
Mark Rushing, Finance Director  
Mike Kellam, Director of Planning & Development Services  
David Mason, Purchasing/IT Director  
Diana Gonzales, Personnel Director  
Bill Donnell, Asst. Public Works Director  
Rick Torres, Chief of Police  
Emilio Garcia, Health Director  
Naim Kahn, Public Works Director/City Engineer  
Ruthie Valdez, Interim Library Director  
Rose Morrow, Municipal Court Manager  
Valerie Valero, Engineering Technician  
Bob Trescott, Tourism Director  
Cynthia Martin, Downtown and Volunteer Manager

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate called the meeting to order in the City Commission Chamber at 6:05 P.M. and announced quorum as present.

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

The invocation was delivered by Mark Rushing, Finance Director, followed by the Pledge of Allegiance and the Texas Pledge.

**MINUTES OF PREVIOUS MEETING(S) – Required by Law**

Mayor Fugate called for consideration of the minutes for special meeting held on Monday, January 28, 2013. **Commissioner Pecos made a motion to accept the minutes, as presented, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Garcia, Leubert, Pecos, Pena, Fugate voting “FOR”.**

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

## **III. Reports from Commission & Staff.<sup>2</sup> (City Manager's Staff Report Attached).**

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, 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. No formal action can be taken on these items at this time."*

Mr. Vincent Capell, City Manager reported that he is planning a Streets Workshop with City Commission in early March.

Mrs. Courtney Alvarez, City Attorney reported that the next Commission meeting is scheduled for Monday, February 25, 2013. The deadline to submit agenda items for this meeting is Friday, February 15, 2013. She also reported that there is a correction on agenda item #8, memo only. The memo states 629 W. Johnston should be 626 W. Johnston.

Bishop High School students Katie Becker, Sofia Carrillo, Sara Carrillo, and Sabrina Hamm gave a brief presentation to the City Commission regarding Diabetes Awareness and Texting & Driving.

Cynthia Martin, Downtown & Volunteer Manager made a report to City Commission regarding the first mural to be located near the downtown area in Kingsville. She further reported that she has asked the artist to include Naval Air Station Kingsville in his mural. The mural should be completed within a year.

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

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

## **V.**

### **Consent Agenda**

### **Notice to the Public**

*The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one*

*vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.*

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

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

**Mayor Fugate asked for a motion to approve the consent agenda items as presented. Commissioner Garcia made a motion to approve consent agenda item 2, 3 & 4 only as presented and placing item 1 into the regular agenda for discussion, second by Commissioner Pecos. The motion was passed and approved by the following vote: Leubert, Pecos, Pena, Garcia Fugate voting "FOR".**

**1. Motion to approve final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for 1727 S. 7<sup>th</sup> Street (Lots 20-21, Southmore AC) for a lawn service and tree trimming business, amending the comprehensive plan to account for any deviations from the existing comprehensive plan, providing for publication. (Director of Planning & Economic Development).**

Mr. Mike Kellam, Director of Planning & Development Services, reported that there was an agreement before the Planning & Zoning Commission that the property listed above would be 100% clean so there wouldn't be any existing violations prior to approving this request. There has been some cleanup done on the property with a very small amount of debris on the site that needs to be hauled away. Staff's recommendation is to give the property owner extra time to allow him to finish the cleanup and is requesting for Commission not to take action on this item at this time.

Mayor Fugate stated that once the area is cleaned up, the item could be placed back on the agenda in a future date.

No action was taken on this item.

**2. Motion to approve resolution authorizing the release of Chapter 59 funds of the Kingsville Specialized Crimes and Narcotics Task Force for donation to the Boys Scouts of America Venado District. (Task Force Commander).**

**3. Motion to approve resolution authorizing participation in Ride on the 10<sup>th</sup> Annual Wild Side Charity Bike Ride to be held on April 27, 2013 and execution of Indemnity Agreement with King Ranch for said event. (City Attorney).**

**4. Consider authorizing two new bank accounts at Cutwater for the incoming CO2013 funds and establishing two new funds on Incode for same. (Finance Director).**

## **REGULAR AGENDA**

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

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

##### **5. Consider resolution in support of House Bill 605 by State Representative J.M. Lozano relating to expansion of the area of influence of a Joint Airport Zoning Board to better protect airports, especially at military bases. (Mayor Fugate).**

Mayor Fugate stated that the Joint Airport Zoning Board jurisdiction goes out 5 miles from each runway. Due to problems the Navy is having with wind-farms, Representative Lozano has introduced House Bill 605 that would increase the jurisdiction up to 25 miles from each runway. Mayor Fugate is asking for Commission to support this resolution.

**Commissioner Garcia made a motion to approve resolution in support of House Bill 605, second by Commissioner Pecos. The motion was passed and approved by the following vote: Pecos, Pena, Garcia, Leubert, Fugate voting "FOR".**

##### **6. Consider authorizing staff to negotiate an emergency debris management services contract with Ashbritt Environmental. (PRP #13-05). (Director of Purchasing).**

Mr. David Mason, Purchasing Director reported that advertisement for proposal #13-05 was done in the local newspaper on December 9, 2012 and December 15, 2012. Request proposals were accepted until 1:30 P.M. on January 8, 2013 and eight responses were received. The RFP scoring team included Luke Stevens, Sanitation Supervisor, Melissa Perez, Risk Manager, William Donnell, Assistant Public Works Director, and David Mason, Purchasing/IT Director serving as facilitator. Ashbritt Environmental scored highest, therefore staff recommends negotiating a contract with Ashbritt Environmental for Emergency Debris Management Services.

**Motion made by Commissioner Leubert to authorize staff to negotiate an emergency debris management services contract with Ashbritt Environmental, second by Commissioner Pecos.**

Commissioner Garcia asked if there were any additions or deletions from the existing contract.

Mr. Mason stated that staff is not aware of any changes at this time.

Mayor Fugate opposed a question to Mrs. Alvarez. How long has this contract been in existence? Mrs. Alvarez stated that it may have been a 2 or 3 year contract with 2-3 1 year successive renewals. So this contract may be 5 to 6 years old.

**The motion was passed and approved by the following vote: Pena, Garcia, Leubert, Pecos, Fugate voting "FOR".**

**7. Consider introduction of an ordinance amending Chapter XV, Land Use, Article 3, Subdivisions, Sections 17, 30, 51, & 56, revising assurance for completion & warranty of improvements, improvement agreement and guarantee of completion of public improvements, & streets; adding open space & preservation. (Director of Development Services).**

Mr. Kellam stated that with this ordinance there are three amendments and one new section in the subdivision code. These are some of the issues staff is dealing with now as far as development within the city. Section 17, would allow for a subdivision improvement agreement to be approved by the Commission in agreement with the developer to allow them to expedite the development process. The code in effect now allows the developer to do the preliminary plats, submit construction plans, build out the entire infrastructure, and then come back with its final plat when the lots are to be created. The amended section would allow the developer to do the preliminary plats, submit construction drawings and begin construction. The agreement approved that allows the developer to final plat the property with a surety in place in the form of a surety bond, cash escrow or irrevocable letter of credit to be held by the city for two years for the equal amount of the infrastructure cost. If the developer fails to complete the project, the city would be allowed to cash the irrevocable letter of credit or cash escrow and complete the development.

Commissioner Garcia asked if the current process will still be available to the developers due to some builders that may not qualify for a surety bond.

Mr. Kellam stated that the old process will still be available to the developer if they choose to use the old method. In addition to this being amended, it provides for additional completion security for developments in the city. Regarding the street design guidelines, staff is proposing language to add minimum design standard street trees along all streets. This would also provide for maintenance requirements and adequate spacing for planting trees.

Commissioner Garcia asked if this language provides for replacement of trees due to nature default and street lighting.

Mr. Kellam responded that trees would be covered under the warranty. This would carry a 2 year warranty which will make the developer responsible for the trees after the 2 year warranty has expired. Regarding street lighting, this section also has spacing requirements. Mr. Kellam spoke about sidewalk requirements. Sidewalks minimum standard is 4ft. and we are changing it to 5ft. This language will explain where sidewalks should be providing for a parkway and pedestrian safety. He further spoke about the new section of the proposed ordinance regarding Open Space and Preservation. He stated that the last section is just language that mirrors federal legislation as far as the Federal Water Pollution Control Act and the wetland maps.

**Introduction item only, no action taken.**

**8. Consider waiving interest on weed liens for property owned by Charles T. Green, Lots 29-30, Block 7, 8<sup>th</sup> Addition as per staff recommendation. (Finance Director).**

Mr. Rushing spoke with regards to a request made by Mr. Charles T. Green who is requesting for a waiver of interest accrued on weed liens placed on the above mentioned property. Mr. Green acquired the property through a tax sale from Kleberg County on September 22, 2011 yet the deed was actually recorded on November 2, 2011. Mr. Green had no title policy purchased, so he was unaware of any liens filed for this property. Mr. Green would like for Commission to consider waiving interest in the amount of \$87.25 and requesting the waiver of a full lien that was filed on October 31, 2011 for \$928.82. Mr. Charles T. Green would be required to pay the principal amount of \$422.19 within 30 days after Commission approval date for the waiver of interest to be effective. Mr. Rushing further stated that staff recommends for Commission to write-off or void lien filed on October 31, 2011 in the amount of \$928.82 due to timing error.

**Motion made by Commissioner Pena to waive interest and lien as recommended by staff, second by Commissioner Leubert and Pecos. The motion was passed and approved by the following vote: Leubert, Pecos, Pena, Garcia, Fugate voting "FOR".**

#### **VII. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 7:05 P.M.

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Sam R. Fugate, Mayor

ATTEST:

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Mary Valenzuela, City Secretary

# **PUBLIC HEARING(S)**



# **PUBLIC HEARING #1**



## Planning & Development Services Department

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TO: Mayor & City Commission

THROUGH: Vincent Capell, City Manager

FROM: Michael Kellam, AICP, Director of Planning & Development Services

SUBJECT: **Request for Alcohol Variance at 510 W. Huisache**

DATE: February 19, 2013

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Mr. Mitchell Shelton, operator of The Player's Lounge is requesting an alcohol variance for a Wine and Beer Retailer's Permit and a Retail Dealer's On -Premise Late Hours License. This address is located at 510 W. Huisache and is within 300ft of a church. The property in question therefore requires a variance according to City ordinance ORD-2004-20.

Also, all required notices have been sent to the property owners within 300ft. Additionally, a public hearing notice was placed in the newspaper on February 6, 2013. As of this point, we have not received any negative feedback from the property owners or citizens that have been noticed.



# On-Premise Prequalification Packet

L-ON (6/2012)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell/serve alcoholic beverages. This information will be used to obtain your pre-qualification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying. Permit applicants will also provide this packet to their local newspaper for certification that you have published the required notice.

Please immediately contact your local TABC office to determine if you must post a 60 Day Sign at your proposed location, and for more information.

## LOCATION INFORMATION

### 1. Type of On-Premise License/Permit

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> BG Wine and Beer Retailer's Permit               | <input type="checkbox"/> LB Mixed Beverage Late Hours Permit         |
| <input type="checkbox"/> BE Beer Retail Dealer's On-Premise License                  | <input type="checkbox"/> MI Minibar Permit                           |
| <input checked="" type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License | <input type="checkbox"/> CB Caterer's Permit                         |
| <input type="checkbox"/> BP Brewpub License  | <input type="checkbox"/> FB Food and Beverage Certificate            |
| <input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats         | <input type="checkbox"/> PE Beverage Cartage Permit                  |
| <input type="checkbox"/> Y Wine & Beer Retailer's Permit for Railway Dining Car      | <input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB |
| <input type="checkbox"/> MB Mixed Beverage Permit                                    |  |

### 2. Indicate Primary Business at this Location

- |  |  |
|--|--|
| <input type="checkbox"/> Restaurant        | <input type="checkbox"/> Sporting Arena, Civic Center, Hotel |
| <input checked="" type="checkbox"/> Bar    | <input type="checkbox"/> Miscellaneous _____                 |
| <input type="checkbox"/> Sexually Oriented |  |

### 3. Trade Name of Location

The Players Lounge

### 4. Location Address

510 W Huisache

City

Kingsville

County

Kleberg

State Zip Code

TX 78363-5350

### 5. Mailing Address

326 W Huisache

City

Kingsville

State Zip Code

TX 78363-

### 6. Business Phone No.

( ) PEN - DING

### Alternate Phone No.

( 361 ) 355 - 6242

### E-mail Address

N/A

## OWNER INFORMATION

### 7. Type of Owner

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

### 8. Entity/Applicant

Mitchell Ted Shelton

### 9. Applicant Is/Must Be Listed Below (attach L-OIC if additional space is needed).

Individual/Individual Owner

Limited Liability Company/All Officers or Managers

Partnership/All Partners

Joint Venture/Venturers

Limited Partnership/All General Partners

Trust/Trustee(s)

Corporation/All Officers

City, County, University/Official

Last Name

First Name

MI

Title

Shelton

Mitchell

T

Owner

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

**MEASUREMENT INFORMATION**

10. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

**NOTE:** For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

11. Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☒ No

If "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☐ No

**NOTE:** For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.

**NOTE:** For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.

**NOTE:** If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

12. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

13. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No

**60-DAY SIGN INFORMATION**

14. If you were required to post a 60-day sign as required by Section 11.391 or 61.381 of the Texas Alcoholic Beverage Code at this location; what exact date was the required sign posted at the location? Exact Date (mm/dd/yyyy)       /      /      

**WARNING AND SIGNATURE**

If Applicant Is/ Must Sign:

Individual/Individual Owner

Partnership/Partner

Limited Partnership/General Partner

Corporation/Officer

Limited Liability Company/Officer or Manager

**WARNING:** Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

**BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.**

PRINT NAME Mitchell T Shelton

SIGN HERE

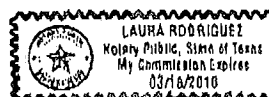
M. T. Shelton

TITLE Owner

Before me, the undersigned authority, on this 9 day of January, 2013, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE

Laura B.  
NOTARY PUBLIC



SEAL

**CERTIFICATE OF CITY SECRETARY (FOR MB, RM, BE, BG, V, & Y)**☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN  
HERE \_\_\_\_\_, TEXAS  
City Secretary/Clerk

**SEAL****If location can not be certified above, please complete the following:**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location is prohibited by Charter or Ordinance No. \_\_\_\_\_, in reference to the sale of alcoholic beverages.

SIGN  
HERE \_\_\_\_\_, TEXAS  
City Secretary/Clerk

**SEAL****CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT**☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that one of the below is correct:

- ☐ The governing body of this city has by ordinance authorized the sale of *mixed beverages* between midnight and 2:00 A.M.; or
- ☐ The governing body of this city has by ordinance authorized the sale of *beer* between midnight and \_\_\_\_\_ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22<sup>nd</sup> Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN  
HERE \_\_\_\_\_, TEXAS  
City Secretary/Clerk

**SEAL****CERTIFICATE OF COUNTY CLERK (FOR MB, RM & BE)**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN  
HERE \_\_\_\_\_, COUNTY  
County Clerk

**SEAL****CERTIFICATE OF COUNTY CLERK (FOR BG, V & Y)**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine & Beer Retailer's Permit.

**Most current election for given location was held for:**

- ☐ legal sale of all alcoholic beverages for off-premise consumption
- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of mixed beverages
- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
- ☐ legal sale of wine on the premises of a holder of a winery permit
- ☐ legal sale of wine/beer (17%) on-premise or wine/beer off-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of wine/beer (14%) on-premise or wine/beer off-premise **BEFORE** Sept. 1, 1999

SIGN  
HERE \_\_\_\_\_, COUNTY  
County Clerk

**SEAL**

**CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that one of the below are correct:

- ☐ The Commissioner's Court of the county has by order authorized the sale of *mixed beverages* between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of *beer* between midnight and \_\_\_\_\_ A.M.; or
- ☐ The population of the city where premises are located was 500,000 or more according to the 22<sup>nd</sup> Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN  
HERE \_\_\_\_\_ COUNTY  
County Clerk

**SEAL****COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

This is to certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number \_\_\_\_\_ Outlet Number \_\_\_\_\_

Print Name of Comptroller Employee \_\_\_\_\_

Print Title of Comptroller Employee \_\_\_\_\_

SIGN  
HERE \_\_\_\_\_ FIELD OFFICE \_\_\_\_\_

**SEAL****PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, & BP)**

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /
<b><i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i></b>	
Signature of publisher or designee Sworn to and subscribed before me on this date	/ /
Signature of Notary Public	
<b>SEAL</b>	

ATTACH PRINTED  
COPY OF THE  
NOTICE HERE



CITY OF  
**KINGSVILLE**  
MEMORANDUM

**DATE**

Friday, January 29, 2013

**TO**

Mary Valenzuela, City Secretary

**FROM**

Engineering Department

**SUBJECT**

Alcohol License for 510 W. Huisache Ave

(Legal: ORIG TOWN, BLOCK 80, LOT 23, 24, (BETTYS PLACE))

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 510 W. Huisache Ave, I have concluded that the property in question does fall within the 1,000ft boundary of multiple Churches, therefore requires a variance according to City ordinance ORD-2004-20. Notices must be sent to the property owners with in the 1,000 foot boundary and a public hearing and publishing in the local newspaper is required.

**Attachment 1** shows the property and the relative location of the Churches suspected to be close to the property. King Star Baptist Church, Friendship Baptist Church, and Trinity Lutheran Church are within the 1,000 foot boundary.

**Attachment 2** shows the Appraisal District legal descriptions of the properties within the 1,000 foot boundary.

**Attachment 3** includes a copy of the ordinance used to establish the 1,000 foot boundary.

## Club

received a boost from many local organizations and individuals that will help the nonprofit grow.

"2013 is going in a direction where we are filled with goals and a big vision that is already a work in progress," said John Perez, chief professional officer.

Among the new programs for the BGCK is a new science, technology, engineering and mathematics program, better known as STEM, Perez said. The program will be available in conjunction with the computer lab.

"We received \$75,000 from the Kleberg Foundation,

which will go toward our STEM program, to enhance our computer lab, (for) new landscaping and a new community garden," Perez said.

The new STEM program computer lab will allow students to participate in online activities and to develop their math and science skills, Perez said.

The BGCK continues to provide tutoring, live mentoring, daily homework help and character building programs, Perez said. To that end, the BGCK has received donations this year from the Kingsville Specialized

Crimes and Narcotics Task Force, the City of Kingsville, the King Ranch, and the Irma Lerma Rangel College of Pharmacy, among others, Perez said, the BGCK has reestablished a relationship with the United Way, which was lost three years ago.

"The college of pharmacy will help us work on the health side of our program," he said, "to help the kids keep active and eat healthy."

BGCK Unit Director, Debra Glover said the plans that are outlined for the year are going to be beneficial for the kids.

"Our goal is for the kids to have more than they have before," he said. "We want this (BGCK) to not be just another building they have to come to after school, but an exciting place that makes them (kids) want to come."

Ten-year-old Sierra Haggerton said she enjoys the BGCK very much.

"I come every day after school and they help me with my homework," Haggerton said.

She also said she enjoyed playing and having fun at the club.

Perez thanked the many individual community

members who have donated their skills and time to help the BGCK in their renovating efforts.

"(Thanks to their help) We are going into 2013 stronger than we have in the last few years," Perez said.

Events coming up for the BGCK include the Volleyball League/Clinic, Men's Basketball Tournament, skateboarding and bike extreme sports, as well as a Youth Basketball League, Perez said.

Perez said the BGCK hopes to double their enrollment this year, as well as to reach more students in

the community.

"We currently have over 200 active members," Perez said. "In the summer we double that amount."

"We hope to reach more students this summer with our new programs," he added.

Early registration for the BGCK's Summer Program begins in April. Perez encouraged those who are interested to take advantage of early registration, as spaces fill up quickly.

For more information on programs, volunteering or donations, please contact the BGCK at (361) 592-2100.

## County

land that acts as a "natural barrier" between Kleberg and Willacy Counties. A new district judge would have to commute about 70 miles each way, as opposed to the 45 miles traveled by current 105th District Judge Angelica Hernandez between Nueces and Kleberg Counties.

"Having a judge commute through that is just not going to be effective for our county," Ammerman said.

District 43 State Rep. J.M. Lozano filed House Bill 612, which proposes the creation of a new district court - the 447th - to serve the counties of Kleberg and Kenedy, last week.

Ammerman said he had the support of Willacy County Judge John Gonzales Jr., as well as that of 197th District Judge Migdalla Lopez, who serves Willacy and Cameron Counties. He said the current connection with Cameron County makes more sense for Willacy than it would than if it were to be partnered with

Kleberg County.

Kleberg County District Attorney John Hubert said he agreed with Ammerman's concerns, adding that Kleberg and Kenedy Counties average about 700 criminal cases per year in his office, a caseload that warrants a dedicated district court.

"It just makes it hard for one court to keep up with all those cases," he said.

County Judge Juan Escobar questioned why Hubert did not approach the court before working with Lozano on the bill, but Hubert said he had tried to reach Escobar before the bill was filed and was unsuccessful. Escobar was absent for a few weeks last month due to an illness and vacation, but the county judge said he felt the court should have been consulted first.

"You could have waited until I was not sick," Escobar said.

Lozano has said he asked for the bill to be filed quickly because it needed

to go through the proper legislative channels before it made its way before a committee. The move would also allow for greater time to seek support on the House and Senate sides of the Texas Legislature, he said.

Hubert said he was also opposed to including Willacy County in a new district court because it could cost the county up to \$100,000 in grant funding.

"For those reasons, I cannot speak out in support of that," he said.

County commissioners did not take any action on the proposed resolution, and tabled it for further discussion. Escobar said he was surprised to hear from Ammerman that Gonzales was opposed to Willacy County's inclusion in the district court, since it was Gonzales who first approached Escobar last week about being part of the new judicial district.

Gonzales did not return calls seeking comment for this story as of press time.

## KISD

Gillett Principal Jose Mireles updated the board on their programs regarding attendance and after-school and Saturday tutoring programs.

KISD Superintendent Edward Blaha said these programs are offered in order to help students achieve their goals.

"Every campus has been given the opportunity for after-school and Saturday tutoring," Blaha said. "The Saturday tutoring also includes bus, breakfast and lunch for the kids."

The board also recognized JROTC student Xzavion Harris during the meeting for having been awarded the Frederick C. Branch Leadership Scholarship.

Lt. Col. Steven Crites told the board the scholarship covers full tuition, fees and books, as well as a monthly stipend for Harris as he continues his education.

"I'm very excited to have received this scholarship," Harris said.

Ana Escobar said she was proud of her son.

"He is an amazing kid. He's an example to others and a strong person," she said.

Harris has been accepted to attend Prairie View A&M University.

The board congratulated Harris for his accomplishments.

In a separate item, Jasmine Engineering Program Manager Jasmine Azima updated the board on



Xzavion Harris, pictured above, recently received the Frederick C. Branch Leadership Scholarship. Harris is a JROTC student at H.M. King High School.

the construction of the new high school. She said the construction was running smoothly and on schedule.

"The plan is for the district to be able to occupy the new facility by the spring of 2014," she told the board.

"It is nice to see progress,"

KISD Board President Melissa Windham said.

The board also received presentations on campus improvement plans from Elementary School and John S. Gillett Intermediate School principals.

## Forum

Phillips' research and analysis have been covered in media including CNN, the News Hour with Jim Lehrer, USA Today, Business Week, The Wall Street Journal, the New York Times and MSNBC. He teaches courses in managerial economics and quantitative analysis in the Executive MBA program at the University of Texas at San Antonio.

He earned his doctorate in economics from Southern Methodist University and has bachelor's and

master's degrees in economics and a bachelor's degree in journalism in news/editorial from the University of Missouri at Columbia.

Krueger is a professor in the accounting and finance department. He holds a DBA in finance from the University of Kentucky, an MBA from Minnesota State University and a bachelor's degree from the University of Wisconsin-Eau Claire. Prior to joining the faculty at A&M-Kingsville, he taught finance at the University of

North Carolina at Charlotte and the University of Wisconsin-La Crosse.

More than 60 refereed journal publications have been authored by him, including original rigorous research leading to the identification of the famous "Super Bowl Stock Market Predictor." His research has been found in such renowned publications as the Journal of Finance, Journal of Accounting and Finance and International Business Research and Practices.

## CBC

Kingsville. "The people here are great."

Leal said he is working with Kingsville Independent School District Superintendent Edward Blaha to implement an early college high school. The dual credit program could allow for Kingsville High School students to earn enough collegiate hours to earn associate's degree by the time they graduate high school.

He is also looking to further the college's vocational programs, which he said helps individuals who might not be looking or ready for a four-year college degree to gain certifications that could open up opportunities for well-paying jobs. The college

itself also serves as a good steppingstone for students to ease into the workload higher education demands.

"Within a 12-month certification, they're workforce-ready," Leal said of vocational students. "The main gist of my philosophy is for every student to succeed."

Former Kingsville Campus Director Ann Harrell, who is now the Dual Credit Program director at CBC, said she felt Leal's leadership would serve the college well in the future.

"Felipe Leal brings a great deal of highly relevant experience to the CBC Kingsville campus as its director," she said. "I feel comfortable, having been in

that position for many years, that the campus will be well-represented by Felipe. He returned to Kingsville, having lived here previously for many years, and is dedicated to the community as well as Coastal Bend College."

The CBC Kingsville campus is home to academic and workforce programs that students can enroll in such as cosmetology, criminal justice, nursing, pharmacy technician, as well as a university transfer program. Leal said he also hopes to see future expansion of the college's facilities in order to keep up with enrollment.

"We need more space, but that's a good problem to have," he said.

## PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday February 25, 2013 at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Wine and Beer Retailer's Permit and a Retail Dealer's On-Premise Late Hours License for the establishment known as The Players Lounge located at 510 W. Huisache.

The meeting will be held at City Hall, 200 East Kleberg Ave., Kingsville, Texas in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055

**GOT SCRAP?** WE WILL PAY CASH FOR YOUR SCRAP



**GULF COAST RECYCLING**

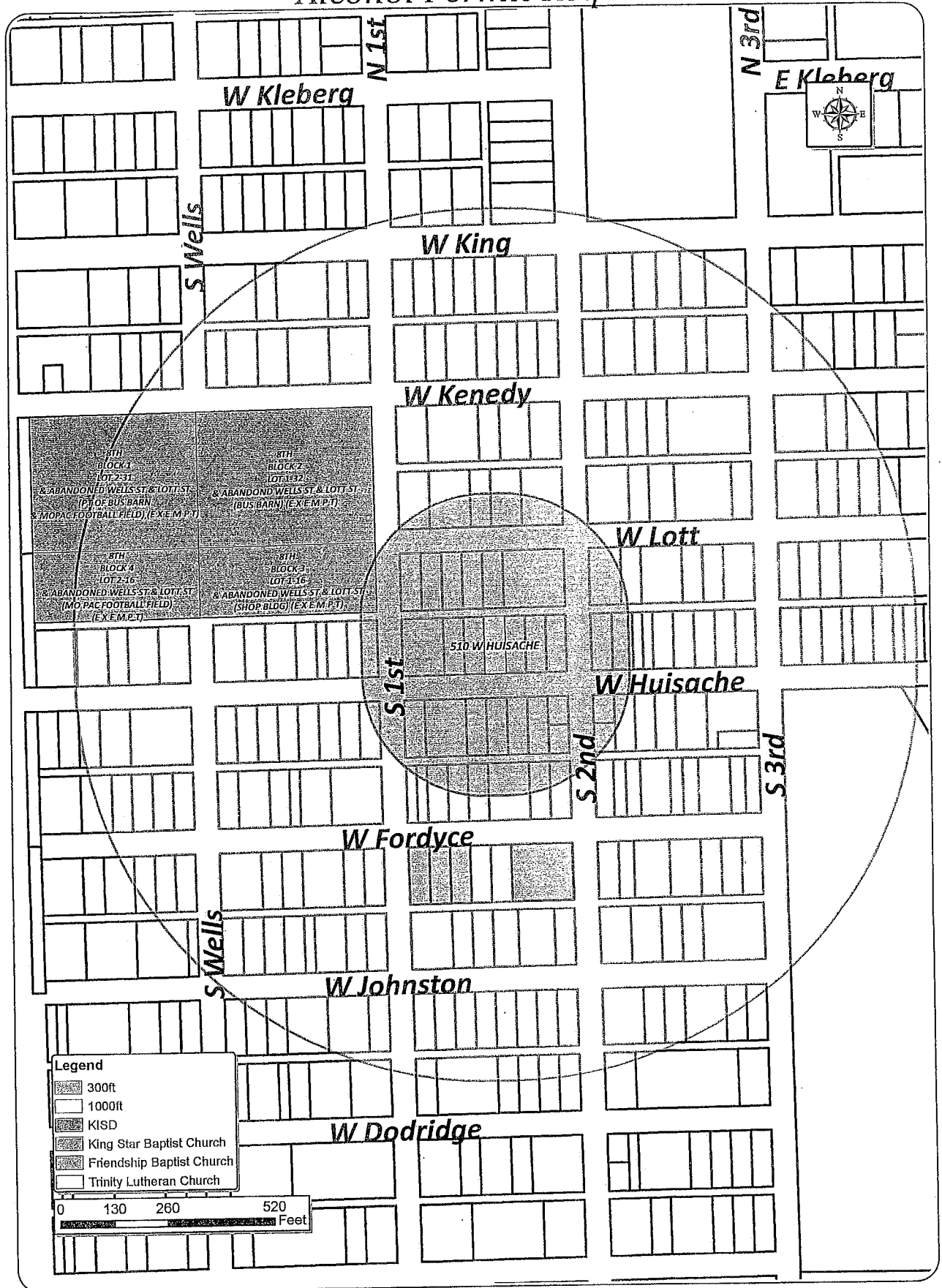
Open Monday - Friday 8 am - 5 pm  
Saturday 9 am - 2 pm  
Closed 12 - 1 pm Lunch

METAL, TIN, COPPER, ALUMINUM, CARS, TRACTORS, FARM EQUIPMENT, MACHINERY, ALUMINUM CANS, ELECTRICAL WIRE, BRASS AND MORE

1050 E. CORRAL • KINGSVILLE • (361) 221-9460



# Alcohol Permit Request



# **PUBLIC HEARING #2**

## CITY OF KINGSVILLE

10-10-12

ADDRESS	222 E. Huysache			OWNER	Carter Family Trust			INSPECTOR	Daniel		
LEGAL DESCRIPTION	Tris Town			LOT	22, 23			BLOCK	75		
OWNER INFO	Carter Family Trust P.O. Box 3396 Santa Clara, Ca 95055										
PROPERTY CONDITION REPORT											
	ACCEPTABLE						CONDITIONS				
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	Remedies				
1. YARD		X		X							
CONDITION		X		X							
2. UTILITIES		X		X							
a. ELECTRICITY		X		X							
b. GAS		X		X							
c. WATER		X		X							
3. ROOF		X				X					
a. COVERING		X				X					
b. STRUCTURE		X				X					
4. WALLS		X				X					
a. EXTERIOR		X				X					
b. INTERIOR		X				X					
c. CEILINGS		X				X					
5. WINDOWS/		X				X					
DOORS		X				X					
a. SECURED		X				X					
b. CONDITION		X				X					
6. FOUNDATION		X				X					
a. FLOORS		X				X					
7. PLUMBING		X				X					
8. ELECTRICAL		X									
CODES	ADDITIONAL CONCERNS										
B. broken											
M. missing											
D. dirty											
X. unacceptable											
Bd. Bedroom											
Bt. Bathroom											
Kt. Kitchen											
Lv. Livingroom											
Dn. Diningroom											
Ft. front											
Bk back											
Lf. Left											
Rt. Right											

## **PUBLIC NOTICE**

The City Commission will meet on Monday, February 25, at 6:00 P.M. The following items are set for public hearing and discussion and / or action:

Request to condemn the unsafe structures located at:

**222 E HUISACHE**

~~**232 E FAIRVIEW**~~

**613 E AVE C**

**921 E YOAKUM**

**818 E RICHARD**

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.

The meeting will be held at City Hall, 200 E Kleberg, at the City Commission Chambers.

If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

DATE 01/02/2013

## STATEMENT OF ALL TAXES DUE

SD

MELISSA T DELAGARZA, RTA  
P O BOX 1457  
KINGSVILLE, TX 78364-1457  
(361) 595-8542

\*\*\*\*\*  
\* PROPERTY DESCRIPTION ACCT # 1-001-075-22000-192 \*  
\* \*  
\* ORIG TOWN, BLOCK 75, LOT 22, 23 \*  
\* \*  
\* \*  
\* TOWN - LOCATION- 222 E HUISACHE \*  
\* ACRES - .160 \*  
\* LAND MKT VALUE 4500 IMPR/PERS MKT VALUE 2000 \*  
\* LAND AGR VALUE MKT. BEFORE EXEMPTS 6500 \*  
\* LIMITED TXBL. VALUE \*  
\* EXEMPTIONS GRANTED: NONE \*  
\*\*\*\*\*  
\* CARTER FAMILY TRUST L B E T \*  
\* PO BOX 3396 \*  
\* SANTA CLARA CA 95055 \*

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 2010	192.05	67.21	51.84	311.10
TAXES 2011	202.73	46.63	49.88	299.24
TAXES 2012	204.29	.00	.00	204.29
	-----	-----	-----	-----
	599.07	113.84	101.72	814.63
				=====
ACCT # 1-001-075-22000-192			TOTAL DUE 12/2012	814.63
			TOTAL DUE 01/2013	819.38
			TOTAL DUE 02/2013	838.42
			TOTAL DUE 03/2013	847.20

\*\*\*\*\*  
\* BREAKDOWN OF TAX DUE BY JURISDICTION \*  
\* \*  
\* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL\*  
\* KLEBERG COUNTY 142.43 27.05 24.21 193.69\*  
\* CITY OF KINGSVILLE 164.22 31.75 28.25 224.22\*  
\* KINGSVILLE ISD 280.36 52.72 47.19 380.27\*  
\* SOUTH TX WATER AUTH 12.06 2.32 2.07 16.45\*  
\*\*\*\*\*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: 137 48.41  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: CITY 54.74  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: KISD 97.12  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: STWA 4.02  
\* TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... 204.29

# 2012 PRELIMINARY ROLL

## CKI - CITY OF KINGSVILLE

Geo ID Order

06/07/2012 08:17AM

Prop ID	Owner	%	Legal Description	Values					
12439	53549	100.00	R Geo: 100107519001192 SUAREZ YOLANDA 411 S 7TH ST KINGSVILLE, TX 78363-5528	Effective Acres: 0.000000 ORIG TOWN, BLOCK 75, LOT N52' 17-18, N52' E/2 19 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 28,550 Imp NHS: 0 Land HS: 3,260 Land NHS: 0 PLAT Prod Use: 0 Prod Mkt: 0	Market: 31,810 Prod Loss: 0 Appraised: 31,810 Cap: 0 Assessed: 31,810 Exemptions: HS			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				31,810	0	31,810	0.842200	267.90
20286	17406	100.00	R Geo: 100107520000192 COMBS ORLAND PO BOX 7 YODER, CO 80864-0007	Effective Acres: 0.000000 ORIG TOWN, BLOCK 75, LOT W/2 19, 20, 21 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 27,830 Land HS: 0 Land NHS: 5,630 PLAT Prod Use: 0 Prod Mkt: 0	Market: 33,460 Prod Loss: 0 Appraised: 33,460 Cap: 0 Assessed: 33,460 Exemptions:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				33,460	0	33,460	0.842200	281.80
21051	54088	100.00	R Geo: 100107522000192 CARTER FAMILY TRUST L B E T PO BOX 3396 SANTA CLARA, CA 95055	Effective Acres: 0.000000 ORIG TOWN, BLOCK 75, LOT 22, 23 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 2,000 Land HS: 0 Land NHS: 4,500 PLAT Prod Use: 0 Prod Mkt: 0	Market: 6,500 Prod Loss: 0 Appraised: 6,500 Cap: 0 Assessed: 6,500 Exemptions:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				6,500	0	6,500	0.842200	54.74
21817	52453	100.00	R Geo: 100107524000192 CERVANTES MIGUEL III PO BOX 60406 CORPUS CHRISTI, TX 78466-04	Effective Acres: 0.000000 ORIG TOWN, BLOCK 75, LOT 24-27 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 106,890 Land HS: 0 Land NHS: 10,000 PLAT Prod Use: 0 Prod Mkt: 0	Market: 116,890 Prod Loss: 0 Appraised: 116,890 Cap: 0 Assessed: 116,890 Exemptions:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				116,890	0	116,890	0.842200	984.45
23346	10747	100.00	R Geo: 100107528000192 KRUEGER MICHAEL J PO BOX 1538 KINGSVILLE, TX 78364-1538	Effective Acres: 0.000000 ORIG TOWN, BLOCK 75, LOT 28-32 Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 71,990 Land HS: 0 Land NHS: 20,000 PLAT Prod Use: 0 Prod Mkt: 0	Market: 91,990 Prod Loss: 0 Appraised: 91,990 Cap: 0 Assessed: 91,990 Exemptions:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				91,990	0	91,990	0.842200	774.74
11405	28488	100.00	R Geo: 100107601000192 NIELSEN BEVERLY ANNE REVOCABLE TRUST %RANDA 403 S 6TH ST KINGSVILLE, TX 78363	Effective Acres: 0.000000 ORIG TOWN, BLOCK 76, LOT 1-4, (RANCH TOWN REALTY) Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 56,280 Land HS: 0 Land NHS: 16,000 PLAT Prod Use: 0 Prod Mkt: 0	Market: 72,280 Prod Loss: 0 Appraised: 72,280 Cap: 0 Assessed: 72,280 Exemptions:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				72,280	0	72,280	0.842200	608.74
13014	28759	100.00	R Geo: 100107605000192 LONEY PAUL J JR 1004 GIBSON DR ALICE, TX 78332-3612	Effective Acres: 0.000000 ORIG TOWN, BLOCK 76, LOT 5-12, (MEDICAL OFFICE) Acres: 0.0000 Map ID: Mtg Cd: DBA:	Imp HS: 0 Imp NHS: 128,290 Land HS: 0 Land NHS: 32,000 PLAT Prod Use: 0 Prod Mkt: 0	Market: 160,290 Prod Loss: 0 Appraised: 160,290 Cap: 0 Assessed: 160,290 Exemptions:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				160,290	0	160,290	0.842200	1,349.96

2,000

4,500

6,500

0

0

0  
6,500

000,000

100

**Abstract**



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0

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100

### VALUE

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U

on, Inc.

# CONDEMNATION CHECKLIST

Property Address: 222 E Huimache Phone: \_\_\_\_\_  
 Property Owner: Carter Family Trust Phone: \_\_\_\_\_  
 Owner's Address: P.O. Box 339 Fax: \_\_\_\_\_  
Santa Clara, CA 95055

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/> <u>10-10-12</u>	<u>10-10-12</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>10-10-12</u>	<u>10-10-12</u>	2. Inspect Property. (Building Official)
		<input type="checkbox"/> a. Prepare inspection report.
		<input type="checkbox"/> b. Photograph property.
<input type="checkbox"/> <u>10-10-12</u>	<u>10-10-12</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>10-10-12</u>	<u>10-10-12</u>	4. Obtain legal description.
<input type="checkbox"/> <u>10-10-12</u>	<u>10-10-12</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>10-10-12</u>	<u>10-10-12</u>	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<input type="checkbox"/> _____	_____	7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> _____	_____	8. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
		<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
<input type="checkbox"/> _____	_____	1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> _____	_____	9. Post sign on property advising date the City Council will consider condemnation of structure.



- |                          |       |       |   |
|--------------------------|-------|-------|---|
| <input type="checkbox"/> | _____ | _____ | 10. Photograph posted sign.   |
| <input type="checkbox"/> | _____ | _____ | 11. Prepare information packet for each City Council member, plus one each for City Manager, City Attorney & City Secretary consisting of                 |
|                          |       |       | <input type="checkbox"/> a. Location Map  |
|                          |       |       | <input type="checkbox"/> b. Photographs of the structure  |
|                          |       |       | <input type="checkbox"/> c. Inspection report   |
|                          |       |       | <input type="checkbox"/> d. Pre-condemnation notice   |
|                          |       |       | <input type="checkbox"/> e. Condemnation resolution   |
| <input type="checkbox"/> | _____ | _____ | 12. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.   |
| <input type="checkbox"/> | _____ | _____ | 13. City Council adopts condemnation resolution.  |
| <input type="checkbox"/> | _____ | _____ | 14. File Notice of Condemnation with the County Clerk.  |
| <input type="checkbox"/> | _____ | _____ | 15. Send owner(s) & other vested interests the following:   |
|                          |       |       | <input type="checkbox"/> a. Copy of the City Council resolution.  |
|                          |       |       | <input type="checkbox"/> b. 45-day order to demolish  |
| <input type="checkbox"/> | _____ | _____ | 16. Post 45-day Order to Demolish on structure.   |
| <input type="checkbox"/> | _____ | _____ | 17. Evaluate status of owner's action on 46 <sup>th</sup> day after Order of Demolition was issued. If no action taken by owner, proceed with demolition. |
| <input type="checkbox"/> | _____ | _____ | 18. Photograph posted notice.   |
| <input type="checkbox"/> | _____ | _____ | 19. Notify utility companies to disconnect & remove services from structure for safe demolition.  |
| <input type="checkbox"/> | _____ | _____ | 20. Issue Notice to Proceed to Public Works Dir.  |
| <input type="checkbox"/> | _____ | _____ | 21. Prepare demolition cost statement consisting of:  |
|                          |       |       | <input type="checkbox"/> a. Mailing fees  |
|                          |       |       | <input type="checkbox"/> b. Publication fees  |
|                          |       |       | <input type="checkbox"/> c. Demolition costs  |
|                          |       |       | <input type="checkbox"/> d. Landfill tipping fees   |
|                          |       |       | <input type="checkbox"/> e. Filing fees   |
|                          |       |       | <input type="checkbox"/> f. Administrative fees   |
|                          |       |       | <input type="checkbox"/> g. Any documentation miscellaneous costs   |

10. Photograph posted sign.
11. Prepare information packet for each City Council member, plus one each for City Manager, City Attorney & City Secretary consisting of
  - ☐ a. Location Map
  - ☐ b. Photographs of the structure
  - ☐ c. Inspection report
  - ☐ d. Pre-condemnation notice
  - ☐ e. Condemnation resolution
12. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.
13. City Council adopts condemnation resolution.
14. File Notice of Condemnation with the County Clerk.
15. Send owner(s) & other vested interests the following:
  - ☐ a. Copy of the City Council resolution.
  - ☐ b. 45-day order to demolish
16. Post 45-day Order to Demolish on structure.
17. Evaluate status of owner's action on 46<sup>th</sup> day after Order of Demolition was issued. If no action taken by owner, proceed with demolition.
18. Photograph posted notice.
19. Notify utility companies to disconnect & remove services from structure for safe demolition.
20. Issue Notice to Proceed to Public Works Dir.
21. Prepare demolition cost statement consisting of:
  - ☐ a. Mailing fees
  - ☐ b. Publication fees
  - ☐ c. Demolition costs
  - ☐ d. Landfill tipping fees
  - ☐ e. Filing fees
  - ☐ f. Administrative fees
  - ☐ g. Any documentation miscellaneous costs



22. Send a letter & cost statement to the Collections Department so they can send out bill. Make copy of documents and send to the City Attorney requesting a lien to be place on the property.

# CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



October 11, 2012

CARTER FAMILY TRUST L B E T  
P.O. BOX 3396  
SANTA CLARA, CA 95055

**Re: ORIG TOWN, BLOCK 75, LOT 22, 23**

**222 E HUISACHE**

Dear Sir or Madam:

It has been determined that the structure at 222 E HUISACHE is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

## **§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.**

(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.

(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:

(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.

(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THESE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM RECEIPT THIS LETTER.

WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a case will be processed through Municipal Court. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate condemned structure.

If you need further information, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,

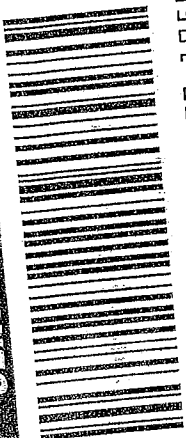


Daniel Ramirez  
Building Official

100.2



CERTIFIED MAIL



78364

7011 0110 0000 4433 1055

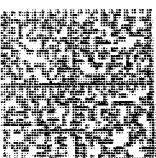
RETURNED TO SENDER

UNCLAIMED

*Handwritten signature and date 10/16/12*

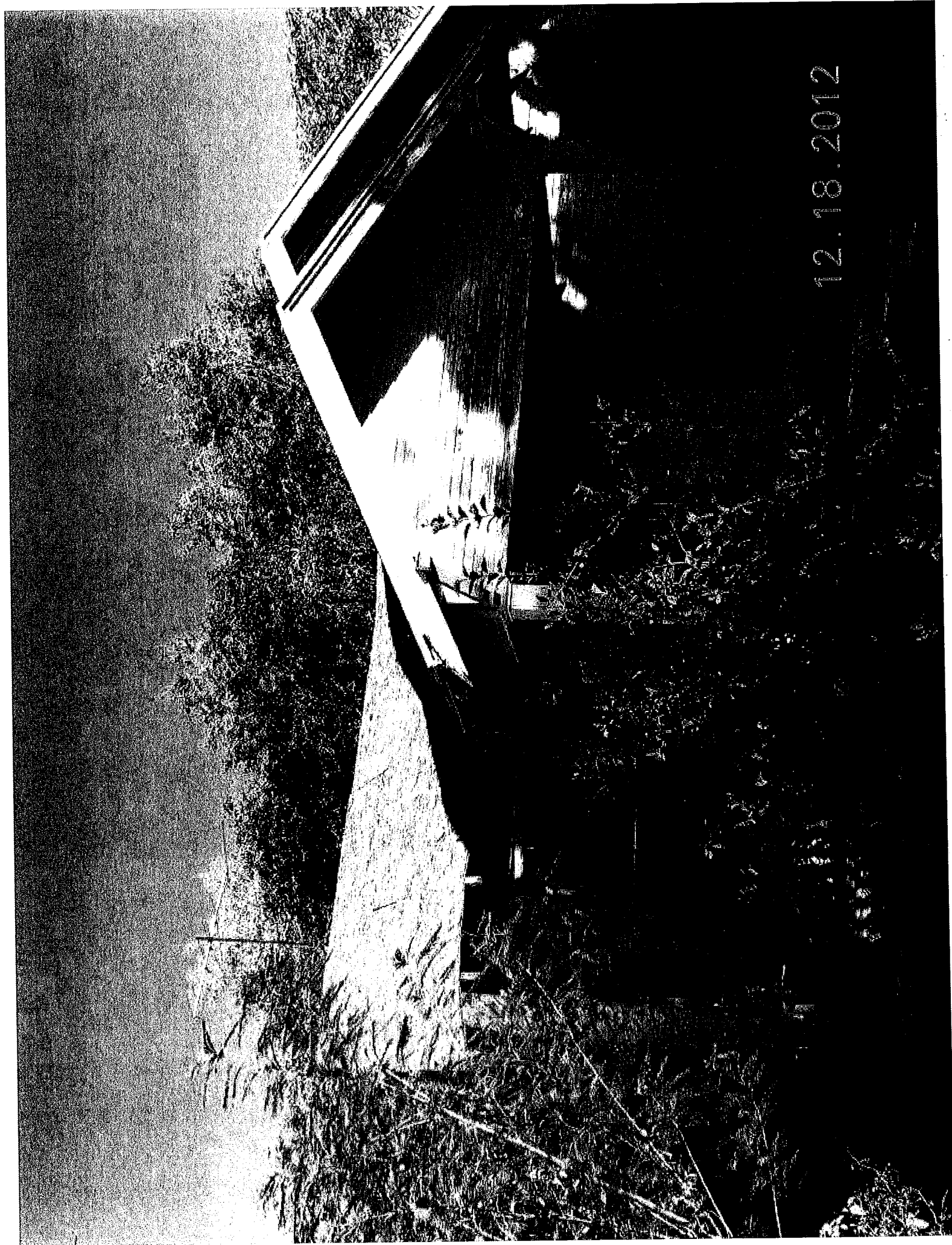
1st NOTICE ☒ 1-6  
2nd NOTICE ☒  
RETURNED ☒

UNITED STATES POSTAGE  
02 1M  
0004247745  
MAILED FROM ZIP CODE 78363



\$05.75  
OCT 12 2012

*Cartan Family Trust  
P.O. Box 3396  
Santa Clara, CA 95053  
112012*

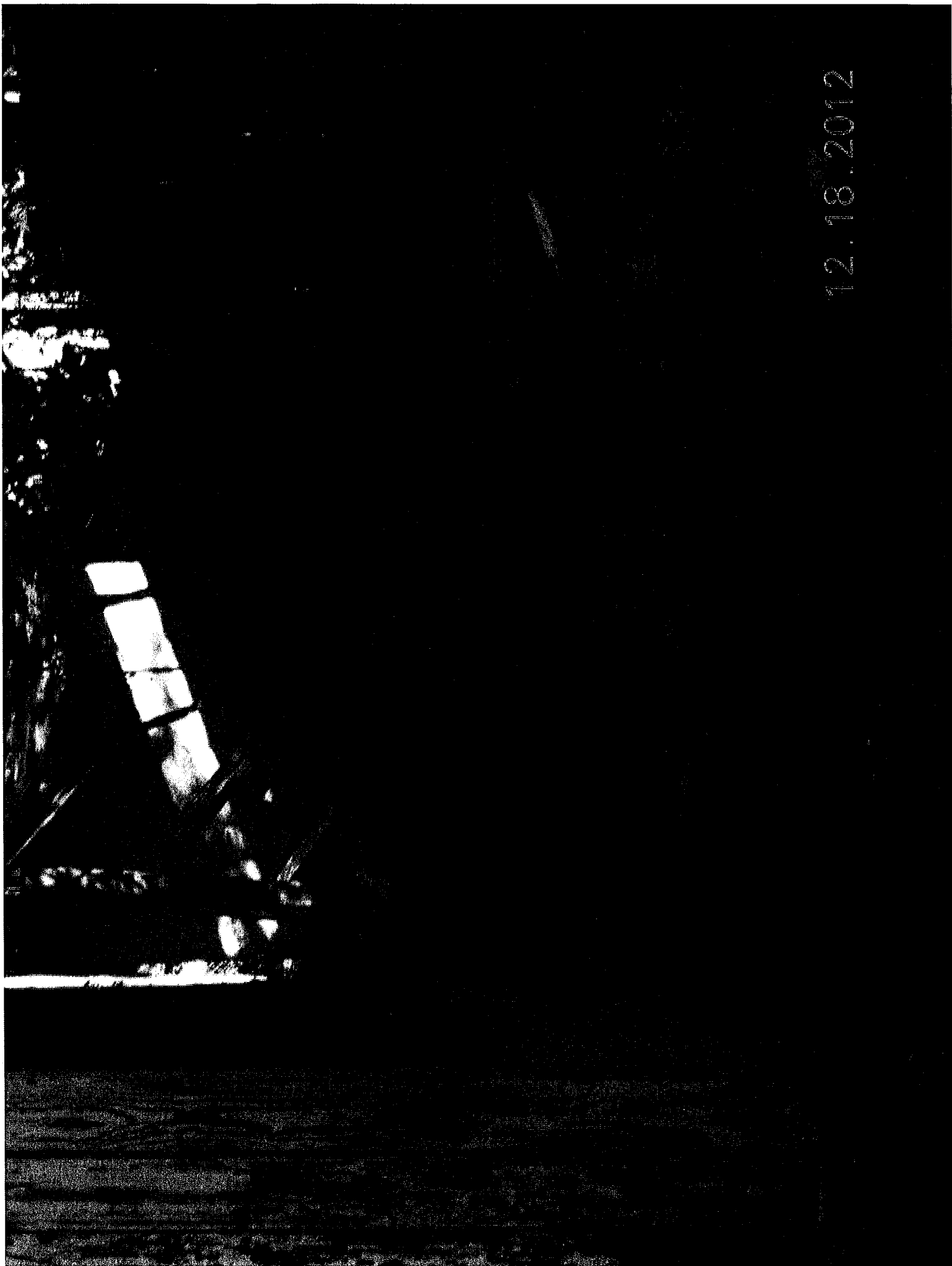


12.18.2012

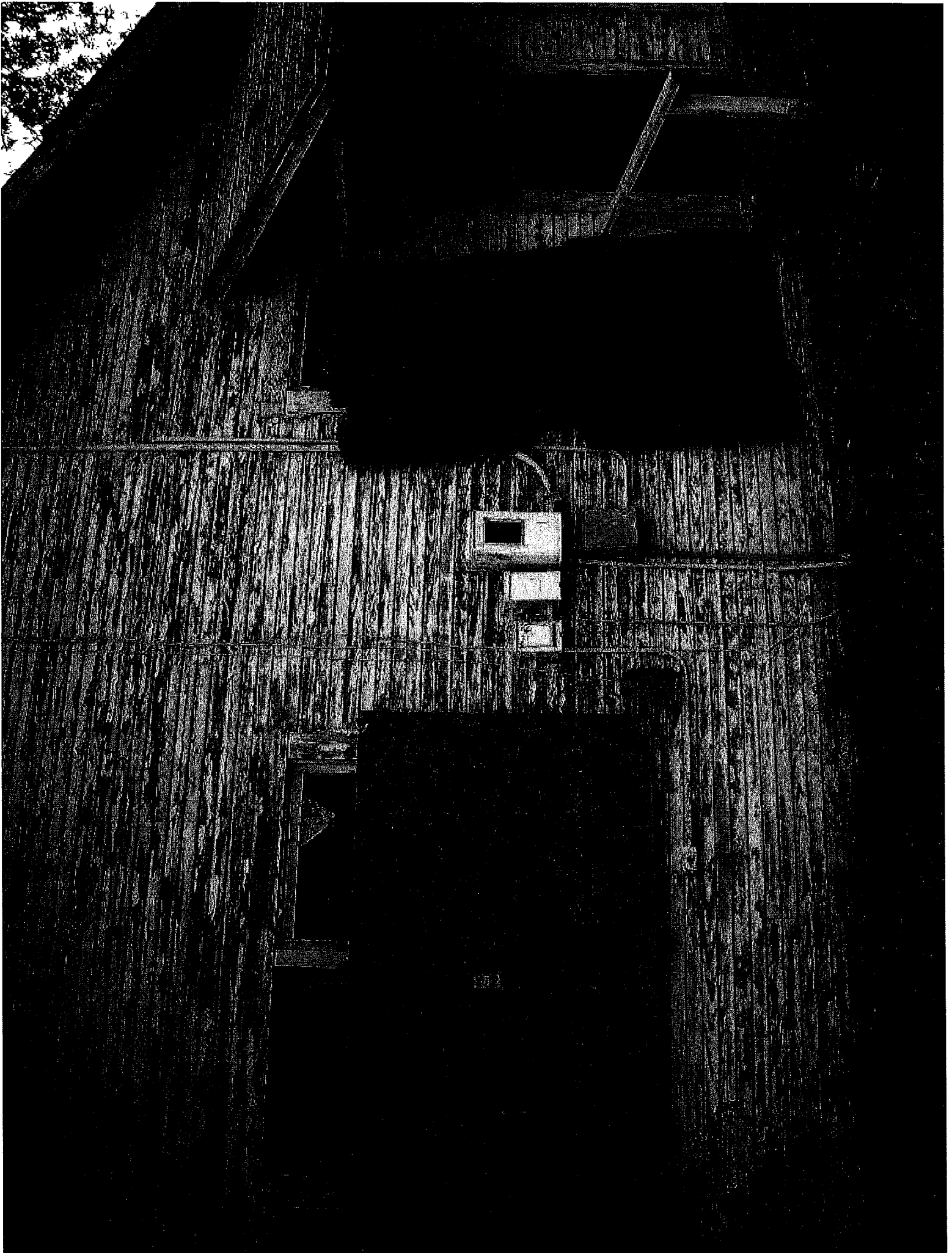


12.18.2012

12.18.2012

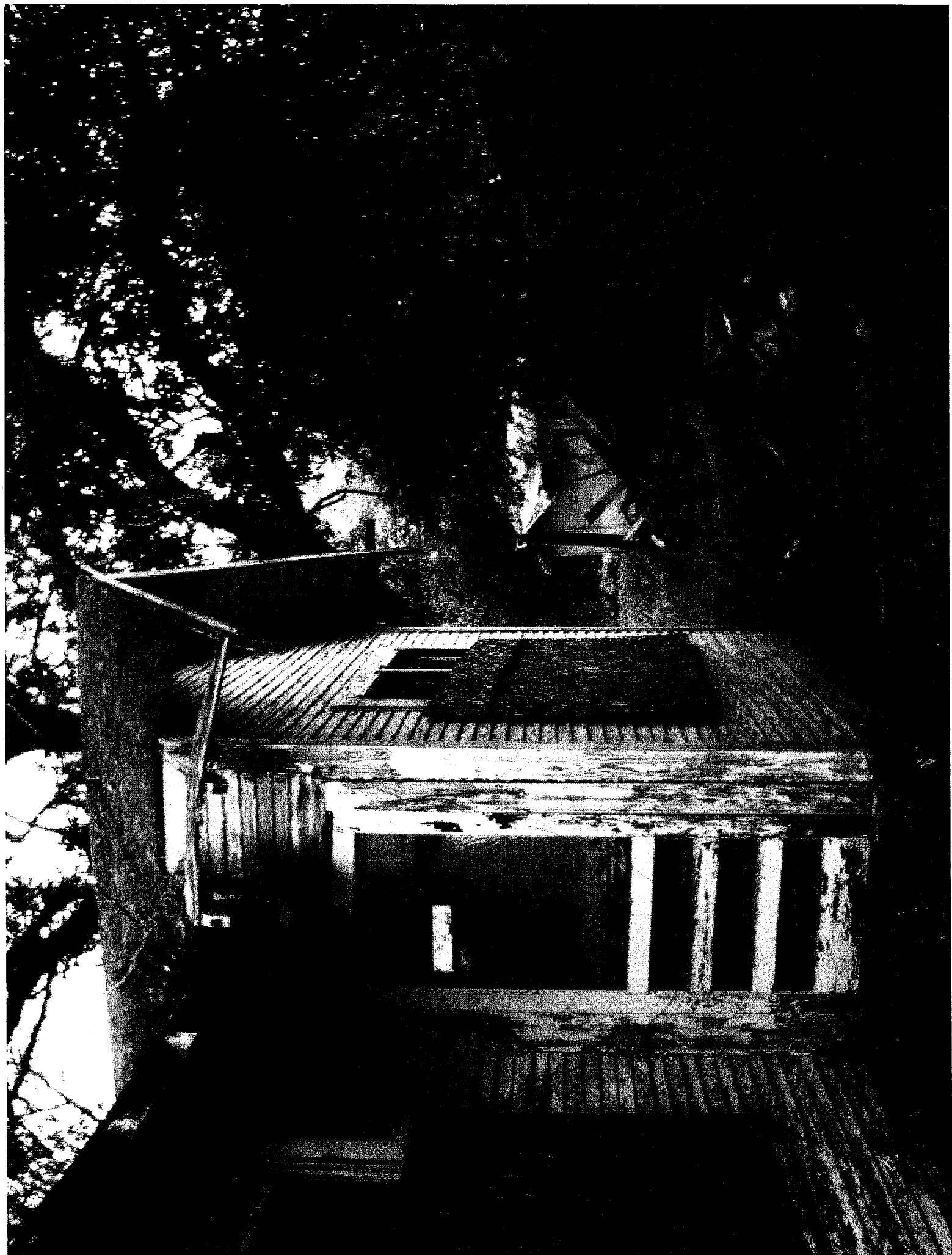








12.18.2012



# **PUBLIC HEARING #3**

613 E. Ave C. CITY OF KINGSVILLE

9-27-12

ADDRESS <del>425 E. Ave C</del>	OWNER Caudalope martinez	INSPECTOR Dan					
LEGAL DESCRIPTION Col Mex	LOT 6,7	BLOCK 12					
OWNER INFO Caudalope martinez 613 Ave C. Kingsville TX 78363							
PROPERTY CONDITION REPORT							
	ACCEPTABLE			CONDITIONS			
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	Remedies
1. YARD CONDITION		X			X		
2. UTILITIES		X					
a. ELECTRICITY		X					
b. GAS		X					
c. WATER		X					
3. ROOF		X					
a. COVERING		X					
b. STRUCTURE		X					
4. WALLS		X					
a. EXTERIOR		X					
b. INTERIOR		X					
c. CEILINGS		X					
5. WINDOWS/ DOORS		X					
a. SECURED		X					
b. CONDITION		X					
6. FOUNDATION		X					
a. FLOORS		X					
7. PLUMBING		X					
8. ELECTRICAL		X					
CODES	ADDITIONAL CONCERNS						
B. broken							
M. missing							
D. dirty							
X. unacceptable							
Bd. Bedroom							
Bt. Bathroom							
Kt. Kitchen							
Lv. Livingroom							
Dn. Diningroom							
Ft. front							
Bk back							
Lf. Left							
Rt. Right							

613 E. AVE C

CITY OF KINGSVILLE

12-20-12

ADDRESS		OWNER		INSPECTOR <i>Daniel</i>			
LEGAL DESCRIPTION <i>Ch/mex.</i>		LOT <i>6, 7</i>		BLOCK <i>12</i>			
OWNER INFO <i>Gauda jupe martinez</i>		<i>613 E. AVE C - Kingsville, TX 78395</i>					
PROPERTY CONDITION REPORT							
	ACCEPTABLE			CONDITIONS			
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	Remedies
1. YARD		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			<i>clean up</i>
CONDITION		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
2. UTILITIES		<input checked="" type="checkbox"/>					<i>none</i>
a. ELECTRICITY		<input checked="" type="checkbox"/>					
b. GAS		<input checked="" type="checkbox"/>					
c. WATER		<input checked="" type="checkbox"/>					
3. ROOF		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			<i>dilapidated</i>
a. COVERING		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
b. STRUCTURE		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
4. WALLS		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			<i>dilapidated</i>
a. EXTERIOR		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
b. INTERIOR		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
c. CEILINGS		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			<i>need repair</i>
5. WINDOWS/DOORS		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
a. SECURED		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
b. CONDITION		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
6. FOUNDATION		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
a. FLOORS		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
7. PLUMBING		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
8. ELECTRICAL		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
CODES	ADDITIONAL CONCERNS						
B. broken	<i>dilapidated walls</i>						
M. missing							
D. dirty							
X. unacceptable	<i>unsecured doors, windows</i>						
Bd. Bedroom							
Bt. Bathroom	<i>yard a real hazard</i>						
Kt. Kitchen							
Lv. Livingroom							
Dn. Diningroom							
Ft. front							
Bk back							
Lf. Left							
Rt. Right							

## **PUBLIC NOTICE**

The City Commission will meet on Monday, February 25, at 6:00 P.M. The following items are set for public hearing and discussion and / or action:

Request to condemn the unsafe structures located at:

**222 E HUISACHE**

~~**232 E FAIRVIEW**~~

**613 E AVE C**

**921 E YOAKUM**

**818 E RICHARD**

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.

The meeting will be held at City Hall, 200 E Kleberg, at the City Commission Chambers.

If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

DATE 01/07/2013

## STATEMENT OF ALL TAXES DUE

SD

MELISSA T DELAGARZA, RTA  
P O BOX 1457  
KINGSVILLE, TX 78364-1457  
(361) 595-8542

\*\*\*\*\*  
\* PROPERTY DESCRIPTION ACCT # 1-191-012-06000-192 \*  
\* COL MEX, BLOCK 12, LOT 6, 7 \*  
\* \*  
\* TOWN - LOCATION- 613 E C AVE \*  
\* ACRES - .160 \*  
\* LAND MKT VALUE 3000 IMPR/PERS MKT VALUE 1070 \*  
\* LAND AGR VALUE MKT. BEFORE EXEMPTS 4070 \*  
\* LIMITED TXBL. VALUE \*  
\* EXEMPTIONS GRANTED: NONE \*\*\*\*\*  
\* MARTINEZ GUADALUPE P \*  
\* 613 E C AVE \*  
\* KINGSVILLE TX 78363-3917 \*

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 2007	.15	.11	.05	.31
TAXES 2011	126.95	30.46	31.48	188.89
TAXES 2012	127.92	.00	.00	127.92
	255.02	30.57	31.53	317.12
				317.12
				327.62
				331.69
				335.77

ACCT # 1-191-012-06000-192

\*\*\*\*\*  
\* BREAKDOWN OF TAX DUE BY JURISDICTION \*  
\* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL \*  
\* KLEBERG COUNTY 60.88 7.34 7.58 75.80 \*  
\* CITY OF KINGSVILLE 68.71 8.33 8.55 85.59 \*  
\* KINGSVILLE ISD 120.39 14.30 14.78 149.47 \*  
\* SOUTH TX WATER AUTH 5.04 .60 .62 6.26 \*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: 137 30.31 \*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: CITY 34.28 \*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: KISD 60.81 \*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: STWA 2.52 \*  
\* TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... 127.92 \*



PROPERTY 15859 K  
Legal Description  
COL MEX. BLOCK 12, LOT 6, 7

OWNER ID  
14518  
OWNERSHIP  
100.00%

Ref ID: R15859

119101206000192

APPR VAL METHOD: Cost

ACRES:  
EFF. ACRES:

LAND MARKET  
MARKET VALUE  
PRODUCTIVITY LOSS  
APPRaised VALUE

CKI 100%  
GKL 100%  
SKI 100%  
WST 100%

HS CAP LOSS  
ASSESSED VALUE

3,000  
4,070  
0  
4,070

0  
4,070

SITUS 613 E C AVE TX

GENERAL

UTILITIES  
TOPOGRAPHY  
ROAD ACCESS  
ZONING  
NEXT REASON

LAST APPR. IE  
LAST APPR. YR 2012  
LAST INSP. DATE 12/07/2011  
NEXT INSP. DATE

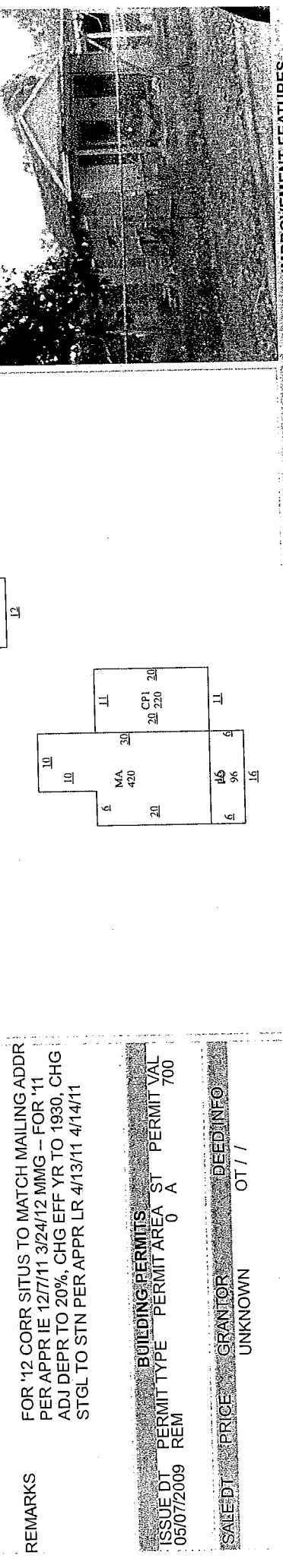
REMARKS

FOR '12 CORR SITUS TO MATCH MAILING ADDR  
PER APPR IE 12/7/11 3/24/12 MMG - FOR '11  
ADJ DEPR TO 20%, CHG EFF YR TO 1930. CHG  
STGL TO STN PER APPR LR 4/13/11 4/14/11

BUILDING PERMITS

ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL  
05/07/2009 REM 0 A 700

SALE DT PRICE GRANTOR DEED INFO  
UNKNOWN OT / /



IMPROVEMENT INFORMATION													
SUBD	SF91	100.00%	NBHD	BUILT	EFF YR	COND. VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE/UNITS							
MA	MAIN AREA		R	FF2/	420.0	26.60 1	1950	11,170	20%	50%	100%	0.10	1,120
PO	PATIO (SPECI		R	SP	96.0	1.25 1	1950	120	20%	50%	100%	0.10	10
CP1	CARPOT BASI		R	*/	220.0	2.66 1	1950	590	20%	50%	100%	0.10	60
STN	STORAGE (NO		F	NV/	216.0	0.00 1	1935		20%	50%	100%	0.10	0
					952.0								
					Homesite: N			11,880					
					STCD: A1				0.90		1,070		
1. RESIDENTIAL													

IMPROVEMENT FEATURES									
Foundation	1	FD6	0	0	0	0	0	0	0
Exterior Wall	1	EW1	0	0	0	0	0	0	0
Interior Finish	1	IN4	0	0	0	0	0	0	0
Roof Style	1	RT2,RM2	0	0	0	0	0	0	0
Flooring	1	FL3	0	0	0	0	0	0	0
Plumbing	1	1	1	1	1	1	1	1	1

LAND INFORMATION									
IRR Wells: 0	Capacity: 0	Oil Wells: 0	AG CLASS	AG TABLE	AG APPLY	AG UNIT	PRC	AG VALUE	
3,000	NO	3,000	NO	3,000	NO	3,000	0.00		
3,000		3,000		3,000		3,000			

# 2012 PRELIMINARY ROLL

## CKI - CITY OF KINGSVILLE

06/07/2012 08:22AM

Geo ID Order

Prop ID	Owner	% Legal Description	Effective Acres:	Imp HS:	Market:
21903	18403	100.00 R Geo: 119101201000192	0.000000	0	18,170
	YBARRA CHARLIE ANN	COL MEX, BLOCK 12, 1, 2, W/2 3		Imp NHS: 14,420	Prod Loss: 0
	4119 HAMMERLY DR			Land HS: 0	Appraised: 18,170
	DALLAS, TX 75212-1111			Land NHS: 3,750	Cap: 0
		State Codes: A	Acres: 0.0000	Prod Use: 0	Assessed: 18,170
		Situs: 601 E AVE C	Map ID:	Prod Mkt: 0	Exemptions:
			Mtg Cd:		
			DBA:		

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				18,170	0	18,170	0.842200	153.03
15089	13978	100.00 R	Geo: 119101204000192	Effective Acres:	0.000000	Imp HS:	29,310	Market:	33,060
	RIOS ANDRES V		COL MEX, BLOCK 12, LOT E/2 3, 4, 5			Imp NHS:	0	Prod Loss:	0
	607 E C AVE					Land HS:	3,750	Appraised:	33,060
	KINGSVILLE, TX 78363-3917			Acres:	0.0000	Land NHS:	0	Cap:	0
		State Codes: A	Map ID:			Prod Use:	0	Assessed:	33,060
		Situs: 607 E AVE C	Mtg Cd:			Prod Mkt:	0	Exemptions:	HS,OV65
			DBA:						

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			33,060	8,400	24,660	0.842200	207.69
15859	14518	100.00 R	Geo: 119101206000192	Effective Acres: 0.000000	Imp HS:	0	Market:	4,070
MARTINEZ GUADALUPE P	COL MEX, BLOCK 12, LOT 6, 7				Imp NHS:	1,070	Prod Loss:	0
613 E C AVE					Land HS:	0	Appraised:	4,070
KINGSVILLE, TX 78363-3917					Land NHS:	3,000	Cap:	0
		State Codes: A	Map ID:	0.0000	Prod Use:	0	Assessed:	4,070
		Situs: 613 E C AVE TX	Mtg Cd:		Prod Mkt:	0	Exemptions:	
			DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				4,070	0	4,070	0.842200	34.28
16613	57116	100.00 R	Geo: 119101208000192	Effective Acres: 0.000000		Imp HS:	0	Market:	22,100
LEIVA RAMON DANIEL		COL MEX, BLOCK 12, LOT 8, 9				Imp NHS:	19,100	Prod Loss:	0
615 E AVE C						Land HS:	0	Appraised:	22,100
KINGSVILLE, TX 78363-3917						Land NHS:	3,000	Cap:	0
			Acres:			0.0000			
			Map ID:			PLAT	Prod Use:	0	Assessed:
			Mtg Cd:				Prod Mkt:	0	Exemptions:
			DBA:						

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				22,100	0	22,100	0.842200	186.13
17379	15426	100.00 R	Geo: 119101210000192	Effective Acres: 0.000000		Imp HS:	0	Market:	3,000
CHISOLM ARTHUR LEE	COL MEX, BLOCK 12, LOT 10, 11					Imp NHS:	0	Prod Loss:	0
ETUX DELCIA						Land HS:	0	Appraised:	3,000
613 E RAGLAND AVE				Acres:	0.0000	Land NHS:	3,000	Cap:	0
KINGSVILLE, TX 78363-5719				Map ID:		Prod Use:	0	Assessed:	3,000
	State Codes: C			Mtg Cd:		Prod Mkt:	0	Exemptions:	
	Situs: 621 E AVE C			DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				3,000	0	3,000	0.842200	25.27
18145	16071	100.00 R	Geo: 119101212000192	Effective Acres: 0.000000		Imp HS:	0	Market:	4,500
CAMPOS LEOBARDO EST		COL MEX, BLOCK 12, LOT 12-14				Imp NHS:	0	Prod Loss:	0
% SERVANDO CAMPOS						Land HS:	0	Appraised:	4,500
627 E C AVE				Acres:	0.0000	Land NHS:	4,500	Cap:	0
KINGSVILLE, TX 78363-3917				Map ID:	PLAT	Prod Use:	0	Assessed:	4,500
		State Codes: A		Mtg Cd:		Prod Mkt:	0	Exemptions:	
		Situs: 627 E AVE C		DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				4,500	0	4,500	0.842200	37.90
11165	52592	100.00 R	Geo: 119101215000192	Effective Acres:	0.000000	Imp HS:	0	Market:	29,850
MARTINEZ DAVID			COL MEX, BLOCK 12, LOT 15, 16			Imp NHS:	26,850	Prod Loss:	0
PO BOX 143						Land HS:	0	Appraised:	29,850
BISHOP, TX 78343-0143				Acres:	0.0000	Land NHS:	3,000	Cap:	0
		State Codes: A		Map ID:		Prod Use:	0	Assessed:	29,850
		Situs: 631 E AVE C		Mtg Cd:		Prod Mkt:	0	Exemptions:	
				DBA:					

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			29,850	0	29,850	0.842200	251.40

MARKET VALUE	=	4,070
PRODUCTIVITY LOSS	-	0
APPRAISED VALUE	=	4,070

**EXEMPTIONS**

A black and white photograph of a large, multi-story house with a prominent chimney, surrounded by trees and foliage. The house has a complex roofline with multiple gables and a large chimney on the left side. The surrounding area is filled with dense trees and bushes, creating a natural setting for the property.

[illegible][illegible]

Page 1 of 1

## CONDEMNATION CHECKLIST

Property Address: 613 E Ave C Phone: \_\_\_\_\_  
 Property Owner: Guadalupe P. Martinez Phone: \_\_\_\_\_  
 Owner's Address: 613 E Ave C Fax: \_\_\_\_\_  
Kingsville TX 78363

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/> <u>9-27-12</u>	<u>9-27-12</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>9-27-12</u>	<u>9-27-12</u>	2. Inspect Property. (Building Official)
		<input type="checkbox"/> a. Prepare inspection report.
		<input type="checkbox"/> b. Photograph property.
<input type="checkbox"/> <u>9-27-12</u>	<u>9-27-12</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>9-27-12</u>	<u>9-27-12</u>	4. Obtain legal description.
<input type="checkbox"/> <u>9-27-12</u>	<u>9-27-12</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>9-27-12</u>	<u>9-27-12</u>	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<input type="checkbox"/> _____	_____	7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> _____	_____	8. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
		<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
<input type="checkbox"/> _____	_____	1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> _____	_____	9. Post sign on property advising date the City Council will consider condemnation of structure.

☐ \_\_\_\_\_

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Council will consider condemnation of structure.

11. Within the Historical District. Meeting date to be heard by the Historical Development Board.

12. Photograph posted sign with date stamp.

13. Prepare information packet for each City

Council member, plus one each for City Manager, City Attorney & City Secretary consisting of

☐ a. Location Map

☐ b. Photographs of the structure with date stamp

☐ c. Inspection report

☐ d. Pre-condemnation notice

☐ e. Condemnation resolution

14. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.

15. City Council adopts condemnation resolution.

16. File Notice of Condemnation with the County Clerk.

17. Send owner(s) & other vested interests the following:

☐ a. Copy of the City Council resolution.

☐ b. 45-day order to demolish

18. Post 45-day Order to Demolish on structure.

☐ a. Take photo with date stamp

19. Evaluate status of owner's action on 46<sup>th</sup> day after Order of Demolition was issued. If no action taken by owner, proceed with demolition.

20. Photograph posted notice with date stamp.

21. Notify utility companies to disconnect & remove services from structure for safe demolition.

22. Issue Notice to Proceed to Public Works Director and Demolition Crew.

23. Prepare demolition cost statement consisting of:

☐ a. Mailing fees

☐ b. Publication fees



\_\_\_\_\_

22. Send a letter & cost statement to the  
Collections Department so they can send out bill.  
Make copy of documents and send to the City  
Attorney requesting a lien to be place on the  
property.

# CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



September 27, 2012

GUADALUPE P MARTINEZ  
613 E AVE C  
KINGSVILLE, TX 78363

**Re: COL MEX, BLOCK 12, LOT 6, 7      613 E AVE C**

Dear Sir or Madam:

It has been determined that the structure at 613 E AVE C is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

## **§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.**

(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.

(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:

(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.

(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THESE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM RECEIPT THIS LETTER.

WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a case will be processed through Municipal Court. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate condemned structure.

If you need further information, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,



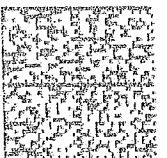
Daniel Ramirez  
Building Official





7011 0110 0000 4433 0874

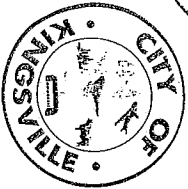
CAS 78364



UNITED STATES POSTAGE  
02 1M  
000424745  
MAILED FROM ZIP CODE 78364  
\$05.75  
SEP 28 2012

*Madalene P. Mathew*  
*613 E. Ave C*  
*110 St 78363*

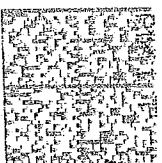
NIXIE  
787 CO 1 SENDER  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
01 10/26/12  
\*2093-00003-25-12



CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

COMPUTERIZED TOC 004  
RIO GRANDE DISTRICT  
28 SEP 2012



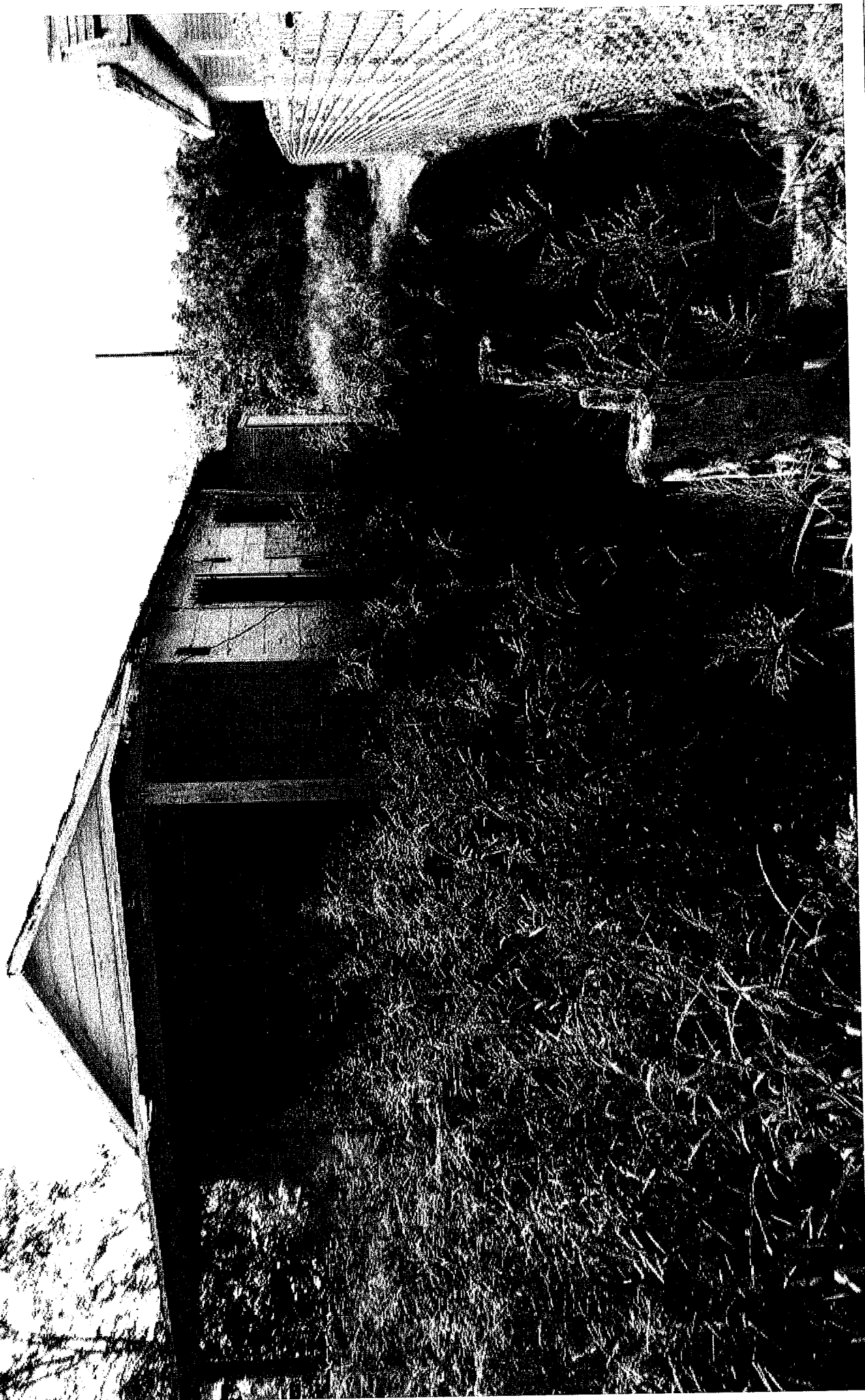
02 1M  
000424745  
MAILED FROM ZIP CODE 78364  
\$00.45  
SEP 28 2012

*Madalene P. Mathew*  
*613 E. Ave C*  
*110 St 78363*

NIXIE  
787 CO 1 SENDER  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
00 10/04/12  
\*0488-11143-25-32

783633917  
78364@1458











# **PUBLIC HEARING #4**



## CITY OF KINGSVILLE

10-8-12

ADDRESS	921 E. Yoa Kum		OWNER	Arita Sanchez		INSPECTOR	Daniel	
LEGAL DESCRIPTION	6th		LOT	11, 12		BLOCK	13	
OWNER INFO	Arita Sanchez 1802 Hawthorn Dr - CC TX. 78404-4024							
PROPERTY CONDITION REPORT								
	ACCEPTABLE			CONDITIONS				
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	Remedies	
1. YARD CONDITION		X			X			
2. UTILITIES		X		X				
a. ELECTRICITY		X		X				
b. GAS		X		X				
c. WATER		X		X				
3. ROOF		X		X				
a. COVERING		X		X				
b. STRUCTURE		X		X				
4. WALLS		X			X			
a. EXTERIOR		X			X			
b. INTERIOR		X			X			
c. CEILINGS		X			X			
5. WINDOWS/ DOORS		X		X				
a. SECURED		X		X				
b. CONDITION		X		X				
6. FOUNDATION		X		X				
a. FLOORS		X		X				
7. PLUMBING		X		X				
8. ELECTRICAL		X		X				
CODES	ADDITIONAL CONCERNS							
B. broken								
M. missing								
D. dirty								
X. unacceptable								
Bd. Bedroom								
Bt. Bathroom								
Kt. Kitchen								
Lv. Livingroom								
Dn. Diningroom								
Ft. front								
Bk back								
Lf. Left								
Rt. Right								



## **PUBLIC NOTICE**

The City Commission will meet on Monday, February 25, at 6:00 P.M. The following items are set for public hearing and discussion and / or action:

Request to condemn the unsafe structures located at:

**222 E HUISACHE**

**~~232 E FAIRVIEW~~**

**613 E AVE C**

**921 E YOAKUM**

**818 E RICHARD**

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.

The meeting will be held at City Hall, 200 E Kleberg, at the City Commission Chambers.

If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

DATE 01/07/2013

## STATEMENT OF ALL TAXES DUE

SD

MELISSA T DELAGARZA, RTA  
P O BOX 1457  
KINGSVILLE, TX 78364-1457  
(361) 595-8542

\*\*\*\*\*  
\* PROPERTY DESCRIPTION ACCT # 1-008-013-11000-192 \*  
\* 6TH, BLOCK 13, LOT 11, 12 \*  
\* \*  
\* TOWN - LOCATION- 921 E YOAKUM \*  
\* ACRES - .160 \*  
\* LAND MKT VALUE 4000 IMPR/PERS MKT VALUE 5560 \*  
\* LAND AGR VALUE MKT. BEFORE EXEMPTS 9560 \*  
\* LIMITED TXBL. VALUE 9560 \*  
\* EXEMPTIONS GRANTED: H S \*  
\* (REMOVAL OF EXEMPTIONS MAY RESULT IN ADDITIONAL TAXES DUE) \*  
\* SANCHEZ ANITA CANAS \*  
\* 1802 HAWTHORNE DR \*  
\* CORPUS CHRISTI TX 78404-4024 \*

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 2012	9.77	.00	.00	9.77
	9.77	.00	.00	9.77
				9.77
ACCT # 1-008-013-11000-192			TOTAL DUE 01/2013	10.46
			TOTAL DUE 02/2013	10.65
			TOTAL DUE 03/2013	10.84
			TOTAL DUE 04/2013	

\*\*\*\*\*  
\* BREAKDOWN OF TAX DUE BY JURISDICTION \*  
\* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL \*  
\* KLEBERG COUNTY .00 .00 .00 .00 \*  
\* CITY OF KINGSVILLE 9.77 .00 .00 9.77 \*  
\* KINGSVILLE ISD .00 .00 .00 .00 \*  
\* SOUTH TX WATER AUTH .00 .00 .00 .00 \*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR; CITY 9.77 \*  
\* TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... 9.77 \*



06/07/2012 08:19AM

Prop ID										Owner										% Legal Description										Values																																																											
18583										16354										100.00 R										Geo: 100801303000192										Effective Acres: 0.000000										Imp HS: 18,710										Market: 24,710																													
VELASQUEZ ROBERTO M										6TH, BLOCK 13, LOT 3-5																														Imp NHS: 0										Prod Loss: 0																																							
903 E YOAKUM AVE																																								Land HS: 6,000										Appraised: 24,710																																							
KINGSVILLE, TX 78363-4669																														Acres: 0.0000										Land NHS: 0										Cap: 0																																							
																				State Codes: A										Map ID: PLAT										Prod Use: 0										Assessed: 24,710																																							
										Situs: 903 E YOAKUM										Mtg Cd: DBA:										Prod Mkt: 0										Exemptions: HS,OV65																																																	
Entity										Description										Xref Id										Freeze: (Year) Ceiling										Assessed										Exemptions										Taxable										Tax Rate										Est. Tax									
CKI										CITY OF KINGSVILLE																														24,710										8,400										16,310										0.842200										137.36									
28741										30656										100.00 R										Geo: 100801306002192										Effective Acres: 0.000000										Imp HS: 27,290										Market: 31,290																													
FLORES ROEL										6TH, BLOCK 13, LOT 6, 7																														Imp NHS: 0										Prod Loss: 0																																							
ETUX JACKIE																																								Land HS: 2,000										Appraised: 31,290																																							
PO BOX 602																														Acres: 0.0000										Land NHS: 2,000										Cap: 0																																							
KINGSVILLE, TX 78364-0602																				State Codes: A,C										Map ID: PLAT										Prod Use: 0										Assessed: 31,290																																							
										Situs: 913 E YOAKUM 1/2 TX										Mtg Cd: DBA:										Prod Mkt: 0										Exemptions: HS																																																	
Entity										Description										Xref Id										Freeze: (Year) Ceiling										Assessed										Exemptions										Taxable										Tax Rate										Est. Tax									
CKI										CITY OF KINGSVILLE																														31,290										0										31,290										0.842200										263.52									
20132										42631										100.00 R										Geo: 100801307000192										Effective Acres: 0.000000										Imp HS: 0										Market: 5,490																													
FLORES MANUELA G EST										6TH, BLOCK 13, LOT 7, (IMP ONLY)																														Imp NHS: 5,490										Prod Loss: 0																																							
913 E YOAKUM AVE																																								Land HS: 0										Appraised: 5,490																																							
KINGSVILLE, TX 78363-4669																														Acres: 0.0000										Land NHS: 0										Cap: 0																																							
										State Codes: A										Map ID: PLAT										Prod Use: 0										Assessed: 5,490																																																	
										Situs: 913 E YOAKUM										Mtg Cd: DBA:										Prod Mkt: 0										Exemptions:																																																	
Entity										Description										Xref Id										Freeze: (Year) Ceiling										Assessed										Exemptions										Taxable										Tax Rate										Est. Tax									
CKI										CITY OF KINGSVILLE																														5,490										0										5,490										0.842200										46.24									
12437										47994										100.00 R										Geo: 100801308000192										Effective Acres: 0.000000										Imp HS: 0										Market: 2,250																													
AYALA JOHNNY										6TH, BLOCK 13, LOT 8																														Imp NHS: 250										Prod Loss: 0																																							
82 E CLIFF ST																																								Land HS: 0										Appraised: 2,250																																							
APT #10																														Acres: 0.0000										Land NHS: 2,000										Cap: 0																																							
SOMERVILLE, NJ 08876-1929																				State Codes: A										Map ID: PLAT										Prod Use: 0										Assessed: 2,250																																							
										Situs: 915 E YOAKUM										Mtg Cd: DBA:										Prod Mkt: 0										Exemptions:																																																	
Entity										Description										Xref Id										Freeze: (Year) Ceiling										Assessed										Exemptions										Taxable										Tax Rate										Est. Tax									
CKI										CITY OF KINGSVILLE																														2,250										0										2,250										0.842200										18.95									
20918										17812										100.00 R										Geo: 100801309000192										Effective Acres: 0.000000										Imp HS: 0										Market: 4,000																													
RAMOS EMILIA EST										6TH, BLOCK 13, LOT 9, 10																														Imp NHS: 0										Prod Loss: 0																																							
% ARMENIA R ALVAREZ																																								Land HS: 0										Appraised: 4,000																																							
4537 COSNER DR																														Acres: 0.0000										Land NHS: 4,000										Cap: 0																																							
CORPUS CHRISTI, TX 78415-28																				State Codes: C										Map ID: PLAT										Prod Use: 0										Assessed: 4,000																																							
										Situs: 917 E YOAKUM										Mtg Cd: DBA:										Prod Mkt: 0										Exemptions:																																																	
Entity										Description										Xref Id										Freeze: (Year) Ceiling										Assessed										Exemptions										Taxable										Tax Rate										Est. Tax									
CKI										CITY OF KINGSVILLE																														4,000										0										4,000										0.842200										33.69									
21678										18273										100.00 R										Geo: 100801311000192										Effective Acres: 0.000000										Imp HS: 5,560										Market: 9,560																													
SANCHEZ ANITA CANAS										6TH, BLOCK 13, LOT 11, 12																														Imp NHS: 0										Prod Loss: 0																																							
1802 HAWTHORNE DR																																								Land HS: 4,000										Appraised: 9,560																																							
CORPUS CHRISTI, TX 78404-40																														Acres: 0.0000										Land NHS: 0										Cap: 0																																							
										State Codes: A										Map ID: PLAT										Prod Use: 0										Assessed: 9,560																																																	
										Situs: 921 E YOAKUM										Mtg Cd: DBA:										Prod Mkt: 0										Exemptions: HS,OV65																																																	
Entity										Description										Xref Id										Freeze: (Year) Ceiling										Assessed										Exemptions										Taxable										Tax Rate										Est. Tax									
CKI										CITY OF KINGSVILLE																														9,560										8,400										1,160										0.842200										9.77									
23201										53518										100.00 R										Geo: 100801313005192										Effective Acres: 0.000000										Imp HS: 0										Market: 57,240																													
DE LOS SANTOS ALMA										6TH, BLOCK 13, LOT 13, 14, 15, 16																														Imp NHS: 22,240										Prod Loss: 0																																							
2003 CARLA ST																																								Land HS: 0										Appraised: 57,240																																							
ZAPATA, TX 78076-2928																														Acres: 0.0000										Land NHS: 35,000										Cap: 0																																							
										State Codes: F1										Map ID: PLAT										Prod Use: 0										Assessed: 57,240																																																	
										Situs: 115 N 14TH ST TX										Mtg Cd: DBA:										Prod Mkt: 0										Exemptions:																																																	
Entity										Description										Xref Id										Freeze: (Year) Ceiling										Assessed										Exemptions										Taxable										Tax Rate										Est. Tax									
CKI										CITY OF KINGSVILLE																														57,240										0										57,240										0.842200										482.08									

## CONDEMNATION CHECKLIST

Property Address: 9212 Yorklawn Phone: \_\_\_\_\_  
 Property Owner: Antia Claus Sanchez Phone: \_\_\_\_\_  
 Owner's Address: 1802 Hawthorne Dr Fax: \_\_\_\_\_  
Corpus Christi, Tx 78404

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/> <u>10-8-12</u>	<u>10-8-12</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>10-8-12</u>	<u>10-8-12</u>	2. Inspect Property. (Building Official)
		<input type="checkbox"/> a. Prepare inspection report.
		<input type="checkbox"/> b. Photograph property.
<input type="checkbox"/> <u>10-8-12</u>	<u>10-8-12</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>10-8-12</u>	<u>10-8-12</u>	4. Obtain legal description.
<input type="checkbox"/> <u>10-8-12</u>	<u>10-8-12</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>10-8-12</u>	<u>10-8-12</u>	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<input type="checkbox"/> _____	_____	7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> _____	_____	8. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
		<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
<input type="checkbox"/> _____	_____	1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> _____	_____	9. Post sign on property advising date the City Council will consider condemnation of structure.

Council will consider condemnation of structure.

☐ \_\_\_\_\_

11. Within the Historical District. Meeting date to be heard by the Historical Development Board.

☐ \_\_\_\_\_

12. Photograph posted sign with date stamp.

☐ \_\_\_\_\_

13. Prepare information packet for each City Council member, plus one each for City Manager, City Attorney & City Secretary consisting of

☐ a. Location Map

☐ b. Photographs of the structure with date stamp

☐ c. Inspection report

☐ d. Pre-condemnation notice

☐ e. Condemnation resolution

☐ \_\_\_\_\_

14. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.

☐ \_\_\_\_\_

15. City Council adopts condemnation resolution.

☐ \_\_\_\_\_

16. File Notice of Condemnation with the County Clerk.

☐ \_\_\_\_\_

17. Send owner(s) & other vested interests the following:

☐ a. Copy of the City Council resolution.

☐ b. 45-day order to demolish

☐ \_\_\_\_\_

18. Post 45-day Order to Demolish on structure.

☐ a. Take photo with date stamp

☐ \_\_\_\_\_

19. Evaluate status of owner's action on 46<sup>th</sup> day after Order of Demolition was issued. If no action taken by owner, proceed with demolition.

☐ \_\_\_\_\_

20. Photograph posted notice with date stamp.

☐ \_\_\_\_\_

21. Notify utility companies to disconnect & remove services from structure for safe demolition.

☐ \_\_\_\_\_

22. Issue Notice to Proceed to Public Works Director and Demolition Crew.

☐ \_\_\_\_\_

23. Prepare demolition cost statement consisting of:

☐ a. Mailing fees

☐ b. Publication fees



22. Send a letter & cost statement to the  
Collections Department so they can send out bill.  
Make copy of documents and send to the City  
Attorney requesting a lien to be place on the  
property.

# CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



October 8, 2012

ANITA CANAS SANCHEZ  
1802 HAWTHORNE DR  
CORPUS CHRISTI, TX 78404

Re: 6<sup>TH</sup>, BLOCK 13, LOT 11, 12

921 E YOAKUM

Dear Sir or Madam:

It has been determined that the structure at 921 E YOAKUM is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

## **§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.**

(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.

(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:

(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.

(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.



(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THESE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM RECEIPT THIS LETTER.

WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a case will be processed through Municipal Court. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate condemned structure.

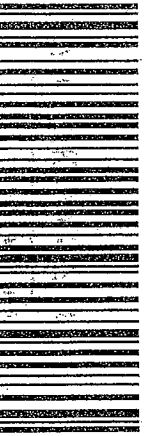
If you need further information, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,

  
Daniel Ramirez  
Building Official

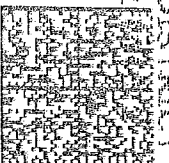


7011 0110 0000 4433 1024



AS 78364

CORPUS CHRISTI TX 784  
RIO GRANDE DISTRICT  
09 OCT 2012



02 1M  
000424745 OCT09 2012  
\$05.75  
MAILED FROM ZIP CODE 78363

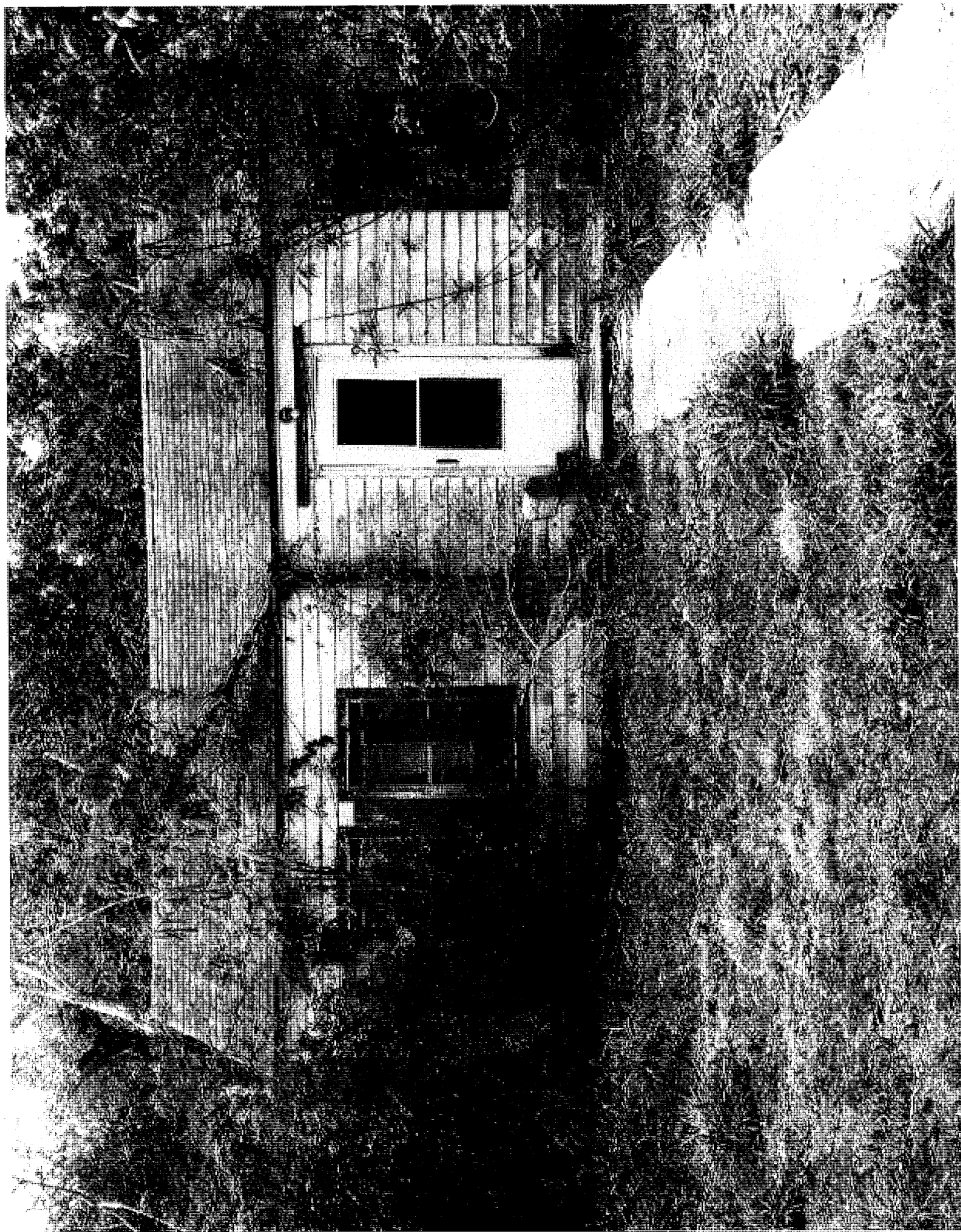
110312

10-10-12  
10-17-12  
10-25-12  
P47

Antia Cacer Sanchez  
P.O. Box 10000  
NIXIE

782 4E 1  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
#0588-00074-00-44

7840484024











# **PUBLIC HEARING #5**

address <b>B 10 E Richard</b>		owner		date of inspctn	
inspector		type of insp		type of building	
<b>B=broken</b>		<b>P= pictures</b>		<b>R= needs repair</b>	
<b>M= missing</b>		<b>D= dirty</b>		<b>A= abandoned,dilapidated</b>	
<b>X=unacceptatle</b>		<b>H= hazard</b>		<b>I= incomplete</b>	
				<b>V= over grown</b>	
				<b>O= out dated</b>	
				<b>N= need repairs</b>	
<b>EXTERIOR</b>		<b>BATHROOM</b>		other rm	rt/ctr/lft
fence	<b>YES</b>	present		lits/plgs	
yard	<b>VHDX</b>	electricity		elec hzrds	
foundation	<b>XB</b>	elec hazds		security	
skirt	<b>BH</b>	security		windows	
walls	<b>BXHA</b>	windows		ceiling	
roof	<b>BXHA</b>	ceiling		walls	
ft door	<b>X</b>	walls		floors	
bk door	<b>X</b>	floors		smk detectr	
secured	<b>X</b>	commode		other rm	rt/ctr/lft
windows	<b>X</b>	lavatory		lits/plgs	
stairs	<b>N</b>	tub/shower		elec hzrds	
porches	<b>B</b>	ventalation		security	
electric	<b>XHO</b>	Bedroom 1	rt/ctr/ft	windows	
plumbing	<b>XHO</b>	lits/plgs		ceiling	
gas	<b>X</b>	elec hzrds		walls	
trees	<b>XHV</b>	security		floors	
sidewalk	<b>MY</b>	windows		smk detectr	
parking	<b>MY</b>	ceiling		<b>HEATER</b>	<b>O</b>
<b>LIVN RM</b>		walls		<b>WTR.HTR</b>	<b>XOH</b>
present		floors		<b>VENTILATION</b>	<b>BX</b>
electric		smk detectr		<b>COOLING</b>	<b>MX</b>
elec hazrds		Bedroom 2	rt/ctr/lft	<b>PLUMBING</b>	<b>O</b>
secured		lits/plgs		<b>SEWER TAP</b>	<b>m</b>
windows		elec hzrds		<b>WATER TAP</b>	<b>m</b>
ceiling		security		<b>ACCESS TO UNIT</b>	<b>X</b>
walls		windows		<b>FIRE EXITS</b>	<b>X</b>
floor		ceiling		<b>INFESTATION</b>	
<b>KITCHEN</b>		walls		<b>GARBAGE</b>	<b>D</b>
present		floors		<b>DEBRIS</b>	<b>D</b>
electricity		smk detectr		<b>REFUSE DISPOSAL</b>	
elec hzrds		Bedroom 3	rt/ctr/lft	<b>INTERIOR</b>	<b>N</b>
secured		lits/plgs		<b>HALLS</b>	<b>N</b>
windows		elec hzrds		<b>STAIRS</b>	<b>N</b>
ceiling		security		<b>INTR HZRDS</b>	<b>N</b>
walls		windows		<b>AIR QLTY</b>	<b>D</b>
floor		ceiling			
stove		walls			
refrigerator		floors			
sink		smk detectr			



## CITY OF KINGSVILLE

10-10-12

ADDRESS	818 E. Richard	OWNER	mateo Canales	INSPECTOR	Daniel
LEGAL DESCRIPTION	Geo	LOT	23, 24	BLOCK	17
OWNER INFO	mateo Canales Box 568 Kingsville TX. 78363				

## PROPERTY CONDITION REPORT

	ACCEPTABLE			CONDITIONS			Remedies
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	
1. YARD		X			X		
CONDITION		X			X		
2. UTILITIES		X			X		
a. ELECTRICITY		X			X		
b. GAS		X			X		
c. WATER		X			X		
3. ROOF		X			X		
a. COVERING		X			X		
b. STRUCTURE		X			X		
4. WALLS		X			X		
a. EXTERIOR		X			X		
b. INTERIOR		X			X		
c. CEILINGS		X			X		
5. WINDOWS/DOORS		X			X		
a. SECURED		X			X		
b. CONDITION		X			X		
6. FOUNDATION		X			X		
a. FLOORS		X			X		
7. PLUMBING		X			X		
8. ELECTRICAL		X					
CODES	ADDITIONAL CONCERNS						
B. broken							
M. missing							
D. dirty							
X. unacceptable							
Bd. Bedroom							
Bt. Bathroom							
Kt. Kitchen							
Lv. Livingroom							
Dn. Diningroom							
Ft. front							
Bk back							
Lf. Left							
Rt. Right							

## CITY OF KINGSVILLE

11-27-12

ADDRESS	818 E. Richard		OWNER	Mateo Canales		INSPECTOR	Daniel	
LEGAL DESCRIPTION	3 <sup>rd</sup>		LOT	23, 24		BLOCK	17	
OWNER INFO	Mateo Canales P.O. 568 Kingsville, Texas 78323							
PROPERTY CONDITION REPORT								
	ACCEPTABLE			CONDITIONS				
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	Remedies	
1. YARD		X				X		
CONDITION		X				X		
2. UTILITIES		X						
a. ELECTRICITY		X						
b. GAS		X						
c. WATER		X						
3. ROOF		X						
a. COVERING		X						
b. STRUCTURE		X						
4. WALLS		X						
a. EXTERIOR		X						
b. INTERIOR		X						
c. CEILINGS		X						
5. WINDOWS/DOORS		X						
a. SECURED		X						
b. CONDITION		X						
6. FOUNDATION		X						
a. FLOORS		X						
7. PLUMBING		X						
8. ELECTRICAL		X						
CODES	ADDITIONAL CONCERNS							
B. broken								
M. missing								
D. dirty								
X. unacceptable								
Bd. Bedroom								
Bt. Bathroom								
Kt. Kitchen								
Lv. Livingroom								
Dn. Diningroom								
Ft. front								
Bk back								
Lf. Left								
Rt. Right								

## **PUBLIC NOTICE**

The City Commission will meet on Monday, February 25, at 6:00 P.M. The following items are set for public hearing and discussion and / or action:

Request to condemn the unsafe structures located at:

**222 E HUISACHE**

~~**232 E FAIRVIEW**~~

**613 E AVE C**

**921 E YOAKUM**

**818 E RICHARD**

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.

The meeting will be held at City Hall, 200 E Kleberg, at the City Commission Chambers.

If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

DATE 01/07/2013

SD

## STATEMENT OF ALL TAXES DUE

MELISSA T DELAGARZA, RTA  
P O BOX 1457  
KINGSVILLE, TX 78364-1457  
(361) 595-8542

\*\*\*\*\*  
ACCT # 1-005-017-23000-192  
\* PROPERTY DESCRIPTION \*  
\* 3RD, BLOCK 17, LOT 23, 24 \*  
\* \*  
\* TOWN - LOCATION- 818 E RICHARD \*  
\* ACRES - .160 \*  
\* LAND MKT VALUE 3500 IMPR/PERS MKT VALUE 1000 \*  
\* LAND AGR VALUE MKT. BEFORE EXEMPTS 4500 \*  
\* LIMITED TXBL. VALUE \*  
\* EXEMPTIONS GRANTED: NONE \*\*\*\*\*  
\* CANALES MATEO P \*  
\* ETUX IGNACIA EST \*  
\* PO BOX 568 \*  
\* KINGSVILLE TX 78364-0568 \*

	LEVY	P. & I	ATTY FEES	AMT DUE
TAXES 2010	181.12	65.21	49.27	295.60
TAXES 2011	140.36	33.68	34.80	208.84
TAXES 2012	141.44	.00	.00	141.44
	-----	-----	-----	-----
	462.92	98.89	84.07	645.88
				=====
				645.88
				659.66
				666.35
				673.02

ACCT # 1-005-017-23000-192

TOTAL DUE 01/2013  
TOTAL DUE 02/2013  
TOTAL DUE 03/2013  
TOTAL DUE 04/2013

\*\*\*\*\*  
BREAKDOWN OF TAX DUE BY JURISDICTION  
\* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL \*  
\* KLEBERG COUNTY 109.95 23.47 19.98 153.40 \*  
\* CITY OF KINGSVILLE 127.43 27.69 23.44 178.56 \*  
\* KINGSVILLE ISD 216.17 45.71 38.93 300.81 \*  
\* SOUTH TX WATER AUTH 9.37 2.02 1.72 13.11 \*  
\*\*\*\*\*  
TAX LEVY FOR THE CURRENT ROLL YEAR: 137 33.52  
TAX LEVY FOR THE CURRENT ROLL YEAR: CITY 37.90  
TAX LEVY FOR THE CURRENT ROLL YEAR: KISD 67.23  
TAX LEVY FOR THE CURRENT ROLL YEAR: STWA 2.79  
TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... 141.44

Legal Description  
3RD, BLOCK 17, LOT 23, 24

55053  
OWNERSHIP  
100.00%

ETUX IGNACIA EST  
PO BOX 568  
KINGSVILLE, TX 78364-0568

100% CKL  
100% GKL  
100% SKI  
100% WST

LAND MARKET + 3,500  
MARKET VALUE = 4,500  
PRODUCTIVITY LOSS - 0  
APPRAISED VALUE = 4,500  
HS CAP LOSS - 0  
ASSESSED VALUE = 4,500

EXEMPTIONS

SITUS 818 E RICHARD

GENERAL  
LAST APPR. LR  
LAST APPR. YR 2011  
LAST INSP. DATE 04/08/2011  
NEXT INSP. DATE

UTILITIES  
TOPOGRAPHY  
ROAD ACCESS PC  
ZONING  
NEXT REASON

REMARKS  
FOR '11 FLV MA @ 1,000 PER APPR LR 4/8/11  
4/16/11 MMG -- FOR '08 ADD PHYS OF 50%  
(POOR EXT.) PER APPRS LR/RC 1/8/08 4/5/08  
MM -- FOR '05 NO VAL CHG PER LR - ADDR

BUILDING PERMITS  
ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT PRICE GRANTOR DEED INFO  
07/22/2009 \*\*\*\*\* CANALES MATEO P DEATH / /  
UNKNOWN OT / /

SUBD: S005 100.00% NBHD:  
# TYPE DESCRIPTION MTHD CLASS/SUBCL AREA UNIT PRICE UNITS BUILT EFF YR COND. VALUE DEPR PHYS ECON FUNC COMP ADJ ADJ VALUE  
MA MAIN AREA F FF2/ 440.0 0.00 1 1940 1,000 45% 50% 100% 100% 1,000 1,000  
1. RESIDENTIAL STCD: A1 Homestead: N 1,000

IMPROVEMENT FEATURES  
Foundation 1 FD6 0  
Exterior Wall 1 EW2 0  
Interior Finish 1 IN1 0  
Roof Style RT2, RM2 0  
Flooring 1 FL2 0  
Heating/Cooling 1 HA5 0  
Plumbing 1 1 0

SKETCH for Improvement #1 (RESIDENTIAL)

APPR VAL METHOD: Cost

LAND INFORMATION  
SUBD: S005 100.00% NBHD:  
L# DESCRIPTION CLS TABLE SPECIAL A1 N  
Comment: F: 50.0 R: 50.0 FF

LAND INFORMATION  
DIMENSIONS 50X140  
UNIT PRICE 70.00  
GROSS VALUE 3,500  
ADJ MASS ADJ VAL SRC 1.00 A  
IRR Wells: 0 Capacity: 0  
MKT VAL AG APPLY AG CLASS AG TABLE AG UNIT PFC AG VALUE  
3,500 NO 0.00 0  
3,500

# 2012 PRELIMINARY ROLL

## CKI - CITY OF KINGSVILLE

Geo ID Order

06/07/2012 08:18AM

Prop ID	Owner	%	Legal Description	Effective Acres:	Values				
22430	18724	100.00	R Geo: 100501719000192 MARTINEZ ILDEFONSO 830 E RICHARD AVE KINGSVILLE, TX 78363-4612	0.000000	Imp HS: 11,370 Imp NHS: 0 Land HS: 1,750 Land NHS: 0 PLAT Prod Use: 0 Prod Mkt: 0	Market: 13,120 Prod Loss: 0 Appraised: 13,120 Cap: 0 Assessed: 13,120 Exemptions: HS,OV65			
			State Codes: A Situs: 830 E RICHARD	Acres: 0.0000 Map ID: Mtg Cd: DBA:					
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				13,120	8,400	4,720	0.842200	39.75
14819	18724	100.00	R Geo: 100501720000192 MARTINEZ ILDEFONSO 830 E RICHARD AVE KINGSVILLE, TX 78363-4612	0.000000	Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 880 PLAT Prod Use: 0 Prod Mkt: 0	Market: 880 Prod Loss: 0 Appraised: 880 Cap: 0 Assessed: 880 Exemptions:			
			State Codes: C Situs: 826 E RICHARD	Acres: 0.0000 Map ID: Mtg Cd: DBA:					
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				880	0	880	0.842200	7.41
23185	19171	100.00	R Geo: 100501721000192 PRIETO ROLANDO ETUX SYLVIA 824 E RICHARD AVE KINGSVILLE, TX 78363-4612	0.000000	Imp HS: 11,020 Imp NHS: 0 Land HS: 3,500 Land NHS: 0 PLAT Prod Use: 0 Prod Mkt: 0	Market: 14,520 Prod Loss: 0 Appraised: 14,520 Cap: 0 Assessed: 14,520 Exemptions: HS			
			State Codes: A Situs: 824 E RICHARD	Acres: 0.0000 Map ID: Mtg Cd: DBA:					
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				14,520	0	14,520	0.842200	122.29
23944	55053	100.00	R Geo: 100501723000192 CANALES MATEO P ETUX IGNACIA EST PO BOX 568 KINGSVILLE, TX 78364-0568	0.000000	Imp HS: 0 Imp NHS: 1,000 Land HS: 0 Land NHS: 3,500 PLAT Prod Use: 0 Prod Mkt: 0	Market: 4,500 Prod Loss: 0 Appraised: 4,500 Cap: 0 Assessed: 4,500 Exemptions:			
			State Codes: A Situs: 818 E RICHARD	Acres: 0.0000 Map ID: Mtg Cd: DBA:					
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				4,500	0	4,500	0.842200	37.90
24718	31290	100.00	R Geo: 100501725000192 ALANIZ RENE 816 E RICHARD AVE KINGSVILLE, TX 78363-4612	0.000000	Imp HS: 37,450 Imp NHS: 0 Land HS: 3,500 Land NHS: 0 PLAT Prod Use: 0 Prod Mkt: 0	Market: 40,950 Prod Loss: 0 Appraised: 40,950 Cap: 0 Assessed: 40,950 Exemptions: HS			
			State Codes: A Situs: 816 E RICHARD TX	Acres: 0.0000 Map ID: Mtg Cd: DBA:					
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				40,950	0	40,950	0.842200	344.88
25473	28891	100.00	R Geo: 100501727000192 GARZA ELIZABETH 812 E RICHARD AVE KINGSVILLE, TX 78363-4612	0.000000	Imp HS: 78,740 Imp NHS: 0 Land HS: 3,500 Land NHS: 0 PLAT Prod Use: 0 Prod Mkt: 0	Market: 82,240 Prod Loss: 0 Appraised: 82,240 Cap: 0 Assessed: 82,240 Exemptions: HS			
			State Codes: A Situs: 812 E RICHARD	Acres: 0.0000 Map ID: Mtg Cd: DBA:					
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				82,240	0	82,240	0.842200	692.63
10183	20544	100.00	R Geo: 100501729000192 MUNOZ ELIZABETH GARZA 812 E RICHARD AVE KINGSVILLE, TX 78363-4612	0.000000	Imp HS: 0 Imp NHS: 22,710 Land HS: 0 Land NHS: 3,500 PLAT Prod Use: 0 Prod Mkt: 0	Market: 26,210 Prod Loss: 0 Appraised: 26,210 Cap: 0 Assessed: 26,210 Exemptions:			
			State Codes: A Situs: 808 E RICHARD	Acres: 0.0000 Map ID: Mtg Cd: DBA:					
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				26,210	0	26,210	0.842200	220.74

## CONDEMNATION CHECKLIST

Property Address: 818 E Richard Phone: \_\_\_\_\_  
 Property Owner: Mateo P Canales Phone: \_\_\_\_\_  
 Owner's Address: Agencia Canales Fax: \_\_\_\_\_  
4.0 Box 568  
Kingville TX 78364

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/> <u>3-23-12</u>	<u>3-23-12</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>3-23-12</u>	<u>3-23-12</u>	2. Inspect Property. (Building Official)
		<input type="checkbox"/> a. Prepare inspection report.
		<input type="checkbox"/> b. Photograph property.
<input type="checkbox"/> <u>3-23-12</u>	<u>3-23-12</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>3-23-12</u>	<u>3-23-12</u>	4. Obtain legal description.
<input type="checkbox"/> <u>3-23-12</u>	<u>3-23-12</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>3-23-12</u>	<u>3-23-12</u>	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<input type="checkbox"/> _____	_____	7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> _____	_____	8. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
		<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
<input type="checkbox"/> _____	_____	1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> _____	_____	9. Post sign on property advising date the City Council will consider condemnation of structure.

second  
notice  
10-10-12

<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____

10. Photograph posted sign.

11. Prepare information packet for each City

Council member, plus one each for City Manager,  
City Attorney & City Secretary consisting of

☐ a. Location Map

☐ b. Photographs of the structure

☐ c. Inspection report

☐ d. Pre-condemnation notice

☐ e. Condemnation resolution

12. Place condemnation action resolution &

supporting documentation for placement on the  
City Council agenda.

13. City Council adopts condemnation resolution.

14. File Notice of Condemnation with the County  
Clerk.

15. Send owner(s) & other vested interests the  
following:

☐ a. Copy of the City Council resolution.

☐ b. 45-day order to demolish

16. Post 45-day Order to Demolish on structure.

17. Evaluate status of owner's action on 46<sup>th</sup> day  
after Order of Demolition was issued. If no action  
taken by owner, proceed with demolition.

18. Photograph posted notice.

19. Notify utility companies to disconnect &  
remove services from structure for safe  
demolition.

20. Issue Notice to Proceed to Public Works Dir.

21. Prepare demolition cost statement consisting of:

☐ a. Mailing fees

☐ b. Publication fees

☐ c. Demolition costs

☐ d. Landfill tipping fees

☐ e. Filing fees

☐ f. Administrative fees

☐ g. Any documentation miscellaneous costs





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22. Send a letter & cost statement to the

Collections Department so they can send out bill.

Make copy of documents and send to the City

Attorney requesting a lien to be place on the  
property.

# CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



March 23, 2012

Mateo P Canales  
ETUX Ignacia Canales EST  
P O BOX 568  
Kingsville TX 78364- 0568

**Re: 3<sup>rd</sup> Addition, BLOCK 17, LOT 23,24**

**818 E Richard**

Dear Sir or Madam:

It has been determined that the structure at **818 E. Richard** is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

## **§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.**

(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.

(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:

(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.

(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THESE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM RECEIPT THIS LETTER.


WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS **APRIL 07, 2012** FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a case will be processed through Municipal Court. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate condemned structure.

If you need further information, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,



Abel Carrillo  
Building Official

# CITY OF KINGSVILLE



P. O. BOX 1458 – KINGSVILLE, TEXAS 78364

April 26, 2012

MATEO CANALES EST IGNACIA CANALES  
P.O. BOX 568  
KINGSVILLE, TX 78364

Re: 3<sup>RD</sup>, BLOCK 17, LOT 21, 22

818 E RICHARD

Dear Sir or Madam:

It has been determined that the structure at 818 E RICHARD is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

## **§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.**

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If you need further information, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,



Abel Carrillo  
Building Official

# CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



October 11, 2012

MATEO P CANALES ETUX IGNACIA EST  
P.O. BOX 568  
KINGSVILLE, TX 78364

Re: 3<sup>RD</sup>, BLOCK 17, LOT 23, 24

818 E RICHARD

Dear Sir or Madam:

It has been determined that the structure at 818 E RICHARD is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

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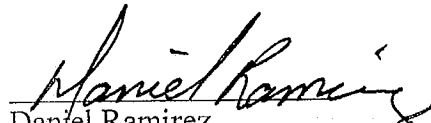
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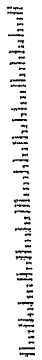
Sincerely,

  
Daniel Ramirez  
Building Official

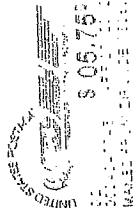


LN 3-24-12  
4-4  
4-7

Mateo Canales  
Ignacia Canales  
P.O. Box 568  
Crosbyville TX 78364



78364\$05.75

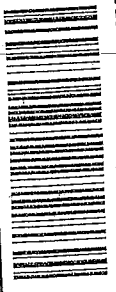


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042312 Mateo Canales  
Ignacia Canales  
P.O. Box 568  
Crosbyville TX 78364

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UNCLAIMED  
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Total Postage & Fees	\$

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*Permit*

Sent *Mateo Canales to Ignacia*  
Street, Apt. No. or PO Box No. *P.O. Box 568*  
City, State, ZIP+4® *Crosbyville TX 78363*



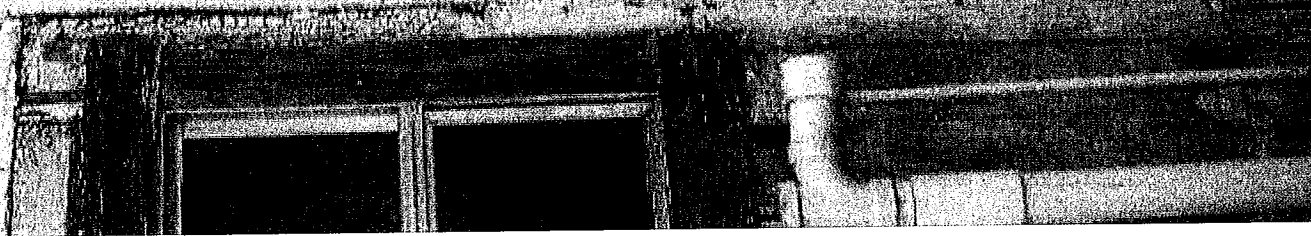
11.27.2012





12.18.2012

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12.18.2012



# **CONSENT AGENDA**

# **AGENDA ITEM #1**

## Staff Report to the PLANNING & ZONING COMMISSION and CITY COMMISSION

by the Development Services Department, Planning Division  
City of Kingsville, Texas

**Request:** APPROVAL OF AN AMENDMENT TO CHANGE ARTICLE III "SUBDIVISIONS" OF CHAPTER 15 "PLATTING PROCEDURES", "DESIGN STANDARDS" & "REQUIRED IMPROVEMENTS", SPECIFICALLY SECTION 15-3-17 "FINAL PLAT", SECTION 15-3-30 "STREETS", SECTION 15-3-51 "SIDEWALKS" AND ADDING A NEW SECTION, SECTION 15-3-56 "OPEN SPACE AND PRESERVATION" DEALING WITH NEEDED UPDATES PERTAINING TO RECOMMENDED AMENDMENTS PER THE ADOPTED MASTER PLAN & NEEDED LANGUAGE PERTAINING TO PROPER SUBDIVISION DESIGN AND CONSTRUCTION.

Petitioner and Agent: City of Kingsville  
Date of P&Z Hearing: February 20, 2013

### EXHIBITS PRESENTED

- Chapter 15 of the Kingsville Code of Ordinances (present at the meeting)

### FIELD INSPECTION AND PERTINENT DATA

With the recent creation and adoption of the Comprehensive Housing Plan and in conjunction with the adopted Master Plan, several needed code amendments have been identified within Chapter 15, Article III "Subdivisions" to add specific design criteria in which design standards shall be implemented to enhance the developments and ensure a higher quality of life. The proposed amendments are consistent with what was approved in the Comprehensive Housing Plan, as specifically identified within Part III and Part VI, and action item #2 within the Plan Implementation Program. This particular amendment will provide codified language for regulatory standards in order to carry out the intent and full implementation of the Comprehensive Housing Plan. The specific changes can be viewed in the attached document, with the proposed new language in **bold**.

Specifically, staff identified needed revisions within Section 15-3-17 "Final Plat", Section 15-3-30 "Streets", Section 15-3-51 "Sidewalks" and adding a new section, Section 15-3-56 "Open Space and Preservation." Section 15-3-17 "Final Plat" is proposed to have new language that will provide for an expedited development path via a subdivision improvement agreement, wherein lot development can begin concurrently with the infrastructure development. Section 15-3-30 "Streets" is proposed to have new language implementing the use of street trees along all streets within a subdivision as a minimum standard. This language will provide detailed design methods to ensure a consistent and quality design. Section 15-3-51 "Sidewalks" proposes updated language pertaining to the sidewalk standards increasing the minimum width to 5 feet from 4 feet and implementing standards for high traffic sidewalks or sidewalks in common areas to be a minimum of 8-10 feet in width. These amendments can be viewed in their entire context in the attached. All new language is in **bold**.

Additionally, staff is proposing additional code language via a new section; Section 15-3-56 entitled "Open Space and Preservation". The purpose of this code language is to provide for specific areas that shall be

preserved as undeveloped open space in the proposed subdivision and to require that any new development site shall set aside area(s) to be utilized as open space for public or private use which shall not be developed. Open space may be used as community open space or preserved and dedicated as green space. Currently, no language exists that would require this, and staff has identified it as a vital part to ensuring a high quality of life and preservation of protected areas. This language is consistent with Part III and Part V of the Comprehensive Housing Plan and is reflected in **bold** on the attached document.

**STAFF REVIEW & RECOMMENDATION**

The purpose of these proposed amendments is to amend Section 15-3-17 "Final Plat", Section 15-3-30 "Streets", Section 15-3-51 "Sidewalks" and adding a new section, Section 15-3-56 "Open Space and Preservation." to add language pertaining to the specific design criteria, and to add additional development tools to promote development within the City. The language is designed to carry out the adopted plans of the City and to also ensure a higher quality of development wherein neighborhoods are constructed that encourage long term residency and promote a high quality of life.

Staff recommends **Approval** of the amendment requests.

Prepared by:

  
\_\_\_\_\_  
Michael Kellam, AICP  
Director of Planning & Development Services



ORDINANCE NO.2013-\_\_\_\_\_

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER XV, LAND USE, ARTICLE 3, SUBDIVISIONS, SECTIONS 17, 30, 51 & 56; REVISING ASSURANCE FOR COMPLETION & WARRANTY OF IMPROVEMENTS, IMPROVEMENT AGREEMENT AND GUARANTEE OF COMPLETION OF PUBLIC IMPROVEMENTS, & STREETS; ADDING OPEN SPACE & PRESERVATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

**WHEREAS**, the City of Kingsville has recently adopted a Comprehensive Housing Plan and previously adopted a Master Plan, which both recommend certain changes to Chapter XV, Article 3 of the City of Kingsville Code of Ordinances to improve the quality of life in the city;

**WHEREAS**, the City of Kingsville Planning & Zoning Commission met on February 20, 2013 to consider these recommended changes and voted \_\_\_\_ to \_\_\_\_;

**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 15-3-17, 30 & 51 of Article 3: Subdivisions of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows and Section 15-3-56 shall be adopted to read as follows:

...

**SEC. 15-3-17. - FINAL PLAT; DECISION OF COMMISSION; FEES.**

The final plat and accompanying data shall conform to the preliminary plat as conditionally approved by the Planning Commission, incorporating any and all changes, modifications, alterations, corrections and conditions required by the Planning Commission.

(A) *The original and ten copies of the final plat.* This plat shall be drawn on mylar, a minimum scale of one inch to 100 feet or larger in ink with all figures and letters legible, and the whole proper for filing for record in the office of the County Clerk with the following information given:

- (1) The title or name by which the subdivision is to be identified, north point, the scale of the map and the name of the state-registered professional engineer and/or state-licensed or registered land surveyor responsible.
- (2) A definite legal description and identification of the tract being subdivided. This description shall be sufficient for the requirements of title examination. The plat shall be a descriptive diagram drawn to

scale. The plat shall show by reference that the subdivision is a particular portion or part of the previously filed plat; recognized grant or partition.

- (3) The boundaries of the subdivided property, the location or designation of all streets, alleys, parks and other areas intended to be dedicated or deeded to the public use, with proper dimensions. The boundaries of the subdivisions shall be indicated by a heavy line and shall be tied by dimensions to the parent subdivision.
- (4) The location of all adjacent streets and alleys, with their names, and the names of adjoining subdivisions with exact location and designation by number of lots and blocks.
- (5) All lot, block and street boundary lines, with blocks and lots numbered or lettered consecutively. Building lines and easements shall be shown and shall be defined by dimension. The actual width of all streets shall be shown, measured at right angles or radially, where curved. All principal lines shall have the bearing and any deviations from the norm shall be indicated.
- (6) Accurate dimensions, both linear and angular, of all items on the plat; the boundary survey on the site shall close within one in 10,000. Linear dimensions shall be expressed in feet and decimals of a foot; angular dimensions may be shown by bearings. Curved boundaries shall be fully described and all essential information given (radius, delta, arc), circular curves shall be defined by actual length of radius and not by degree of curve. Complete dimensional data shall be given on fractional lots.
- (7) The location and description of all lot, block and subdivision corners.
  - (a) Lot corners shall be three-fourths inch iron pipe or five-eighths iron rod 24 inches to 30 inches long with the top set flush with the ground.
  - (b) Block corners shall be three-fourths inch iron pipe or five-eighths inch iron rod 24 inches to 30 inches long. They shall be double pinned with the top rod being set flush with ground and shall include the beginning and end of all curves within each block.
  - (c) Subdivision corners will be marked by a concrete monument that meets or exceeds the following standard. A five-eighths inch iron

rod shall be set in a concrete block measuring six inches in diameter and 24 inches long.

- (8) The flood hazard areas shall be delineated on the final plat, and reserved by deed restrictions as areas not suitable for development.
  - (9) A certificate of ownership in fee of all land embraced in the subdivision, and of the authenticity of the plat and dedication, shall be signed and acknowledged by all owners of any interest in the land. The acknowledgment shall be in the form required in the conveyance of real estate. Approval and acceptance of all lien holders shall be included.
  - (10) A certificate by the responsible surveyor in charge, duly authenticated, that the plat is true and correct and in accordance with the determination of surveys as staked on the ground.
  - (11) A disclosure statement that all or a portion of the subdivision falls within the AICUZ; the disclosure statement to be displayed prominently with other required certificates.
  - (12) In addition to other required certificates, the forms set out in the appendix shall be entered on the plat following the certificates of owner, engineer, and the like, and preceding the certificate of the County Clerk.
  - (13) The final plat submitted to the Planning and Zoning Commission, as well as the City Commission, and to be filed for record with the County Clerk, shall not show construction features such as curb lines or public utility lines or other structures not involved in the title covenant.
  - (14) The area of each lot shall be clearly indicated by writing the number of square feet in each lot on the final plat.
- (B) *Final restrictive covenants.* A copy of the final restrictive covenants to govern the nature of the use of the property in the subdivision shall be submitted if the subdivision is planned for the use of individual septic tanks in lieu of a sanitary sewer system. The Planning and Zoning Commission may, in the public interest, require that these be filed simultaneously with the plat.
- (C) *Planning and Zoning Commission to render decision within 30 days.* Upon filing of the final plat along with other required information, the Planning

and Zoning Commission, as well as the City Commission, shall both render a decision thereon within 30 days after their respective regular meetings. The decision may consist of approval, disapproval or conditional approval. Reasons for disapproval or conditional approval shall be stated in writing. When a plat is conditionally approved, the subdivider may subsequently refile the final plat meeting the objections or required conditions, and the Planning and Zoning Commission shall, at the next regular meeting thereafter, sign the final plat, provided it meets the objections or imposed conditions.

(D) *When final plat approved.* Upon approval of the final plat, the plat being otherwise fully endorsed and all provisions of the Subdivision Ordinance complied with shall be filed by the city with the County Clerk of Kleberg County, Texas.

~~(E) *Guarantee of performance.* In order to ensure the provision of improvements in the development of subdivisions, the city requires the subdivider to provide a performance bond or allow the Department of Planning and Community Development to hold the final plat in escrow. The subdivider may choose which method he prefers.~~

~~(1) *Performance bond to be required.* The subdivider shall provide a one and one-half year performance bond. The performance bond shall be in the amount of 100% of the costs of construction.~~

~~(2) *Final plat to be held in escrow.* The final plat shall not be signed by the Mayor and allowed to be filed for record until all improvements within the subdivision have been constructed, inspected and approved by the City Engineer.~~

~~(E) *Assurance for completion and warranty of improvements.*~~

~~(1) *Completion of improvements.*~~

~~(a) Except for a single or two-family residential subdivision which may exercise the option provided in section 15-3-17(F) as provided below, all applicants shall be required to complete, to the satisfaction of the Director of Public Works all street, sanitary and other public improvements, as well as lot improvements on the individual residential lots of the subdivision or addition as required in Article III of these regulations prior to approval of the final plat for the subdivision. The required improvements shall be those specified in the approved infrastructure improvement plan(s) and said improvements shall be initiated within two years.~~

(b) As a condition of preliminary plat approval, the City Commission may require the applicant to deposit in escrow a deed describing by metes and bounds and conveying to the city all street rights-of-way, easements and public land required by these regulations, pending acceptance of improvements by the city and recordation of the final plat. In the event the applicant is unable to complete the required improvements, and such improvements are deemed necessary for the preservation of the public health and safety, the city may compel the delivery of the deed in order to complete the improvements as required.

(F)

~~Maintenance bond to be required.~~ The subdivider's contractor shall provide a two-year maintenance bond for faulty workmanship and/or materials utilized in the improvements of the subdivision. The maintenance bond shall be in the amount of 100% of the cost of the construction. Should the total cost of the construction be less than \$25,000.00, the developer or contractor may elect to post a cash deposit, or other negotiable security acceptable to the city, equivalent to 25% of the cost of the improvements.

~~(F) Improvement agreement and guarantee of completion of public improvements.~~

(1) ~~Subdivision improvement agreement.~~ The City Commission may waive the requirement of Section 15-3-17(F) for the completion of required improvements prior to issuance of building permits and, in lieu thereof, may permit the applicant to enter into a subdivision improvement agreement by which the applicant covenants and agrees to complete all required public improvements no later than five years following the date upon which the final plat is signed. Such five-year period may be extended for up to an additional five years upon its expiration at the discretion of the Director of Public Works. The City Commission may also require the applicant to complete and dedicate some required public improvements prior to approval of the final plat and to enter into a subdivision improvement agreement for completion of the remainder of the required improvements during such five-year period. The applicant shall covenant to warranty the required public improvements for a period of two years following acceptance by the city of all required public improvements and shall provide a warranty that all required

public improvements shall be free from defect for a period of two years following such acceptance by the city. The subdivision improvement agreement shall contain such other terms and conditions as are agreed to by the applicant and the city.

(2) *Covenants to run with the land.* The subdivision improvement agreement shall provide that the covenants contained therein shall run with the land and bind all successors, heirs and assignees of the applicant. The subdivision improvement agreement shall be recorded with the county recorder of deeds. All existing lienholders shall be required to subordinate their liens to the covenants contained in the subdivision improvement agreement.

(3) *Completion security.*

(a) Whenever the City Commission permits an applicant to enter into a subdivision improvement agreement, the applicant shall be required to provide sufficient security to ensure completion of the required public improvements. Such security shall be in the form of a surety bond, cash escrow or letter of credit.

(b) The surety bond, cash escrow or letter of credit shall be in an amount estimated by the Director of Public Works as reflecting the cost of the improvements in the approved construction plan and shall be sufficient to cover all promises and conditions contained in the subdivision improvement agreement.

(c) In addition to all other security, when the city participates in the cost of an improvement, the applicant shall provide a performance surety bond from the contractor, with the city as a co-obligee.

(d) The issuer of any surety bond shall be subject to the approval of the City Attorney.

(4) *Escrow agent.* If security is provided in the form of a cash escrow, the applicant shall deposit same with the Director of Finance and with an escrow agent mutually agreed upon by the director and the applicant subject to commission approval and audit, a cash amount or certified check endorsed to the escrow agent for a face value in an amount not less than the amount specified by the Director of Public Works pursuant to Section 15-3-17(F)(3)(c).

(5) *Accrual.* The surety bond or cash escrow account shall accrue to the city for administering the construction, operation and maintenance of the improvements.

(6) *Warranty Bond/Maintenance Security.*

(a) The applicant shall guarantee the improvements, excluding sidewalks and streetlights, against defects in workmanship and

materials for a period of two years from the date of city acceptance of such improvements. The maintenance security shall be secured by a surety bond, cash escrow or letter of credit in an amount reflecting 50% of the cost of the completed improvements pursuant to Subsection 15-3-17(F)(3)(c).

(b) If the applicant has entered into a subdivision improvement agreement for the completion of required improvements, the surety bond, cash escrow or letter of credit may be retained by the city in lieu of the warranty bond/maintenance security, provided the total amount of the surety bond, cash escrow or letter of credit reflects 50% of the cost of the completed improvements pursuant to Subsection 15-3-17(F)(3)(c).

(c) The applicant shall enter into a maintenance agreement with the city providing the applicant's guarantee of the improvements as required by Section 15-3-17(F)(6)(a). The maintenance agreement shall be accompanied by maintenance security in the form of a surety bond, cash escrow or letter of credit totaling 50% of the costs of all completed improvements pursuant to Subsection 15-3-17(F)(3)(c). The maintenance security shall run with the land and bind all successors, heirs and assignees of the applicant and shall be filed with the City Secretary's office.

(d) The city shall have the right, by ordinance, to waive the warranty bond/maintenance security on those sanitary sewers and street improvements constructed that were inspected and approved by the Director of Public Works and have been in use for two or more years.

(G) *Approval to be valid for 12 months.* Approval of a final plat shall be valid for a period of 12 months; provided, however, that this period may be extended by the Planning and Zoning Commission upon written request by the subdivider.

(H) *Filing fees.* Upon the submission of each final plat for approval, a filing fee shall be paid to the city as noted below.

Plat Filing Fees (Payable Upon Submittal)  
Up to 0.99 acres \$100.00  
One acre to 4.99 acres 200.00  
Five acres or more 40.00 per acre

(I) *Recording fees.* Subdivider shall be responsible for all recording fees, which shall consist of \$50.00 for the first page and \$40.00 for each

additional page, plus \$10 for certification of the first page and \$5.00 for each additional page.

...

**SEC. 15-3-30. - STREETS.**

(A) *Streets to conform to comprehensive plan.* The arrangement, character, extent, width, grade and location of all streets shall conform to the general plan for the city and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets.

(B) *Arrangement of streets.* Where such is not shown in the general plan for the city, the arrangement of streets in a subdivision shall either:

- (1) Provide for the continuation or appropriate projection of existing principal streets in surrounding areas; or
- (2) Conform to a plan for the neighborhood, approved or adopted by the Planning and Zoning Commission to meet a particular situation where topographical or other conditions make continuance or conformance to existing street impracticable.

(C) *Minor streets.* Minor streets shall be so laid out that their use by through traffic be discouraged.

(D) *Existing or proposed arterial streets or highways.* Where a subdivision abuts or contains an existing or proposed main arterial street or highway, the Planning and Zoning Commission may require marginal access streets, reverse frontage with screen planting contained in a nonaccess reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential property and to afford separation of through and local traffic.

(E) *Reserve strips prohibited.* Reserve strips controlling access to streets shall be prohibited, except where their control is definitely placed in the city under conditions approved by the Planning and Zoning Commission.

(F) *Street jogs to be avoided.* Street jogs with centerline offsets of less than 125 feet shall be avoided.

(G) *Tangents.* Reverse curves to be discouraged.



- (H) *Streets to intersect at right angles.* Streets shall be laid out so as to intersect as nearly as possible at right angles.
- (I) *Property lines to be rounded.* Property lines at street intersections shall be rounded with a radius of 10 feet for 60 foot right-of-ways and a 20 foot radius for right-of-ways greater than 60 feet.
- (J) *Right-of-way widths.* Street right-of-way widths shall be as shown in the general plan for the city, and where not shown therein shall be not less than as follows:

Street Type Right-of-Way Width:

Major thoroughfares	100 feet
Collector	60 feet
Minor for apartments	60 feet
Minor for other residences	60 feet
Marginal access	60 feet

- (K) *Half streets.* Half streets shall be prohibited.
- (L) *Dead-end streets and cul-de-sacs.* Dead-end streets (designed to be so permanently) longer than 500 feet are to be discouraged and shall be provided at the closed end with a turn-around having an outside roadway diameter of at least 80 feet, and a street property line diameter of at least 100 feet.
- (M) *Street grades.* Street grades shall be established with due regard being had for topography, contemplated land use and the existing city drainage plan and facilities in the area surrounding the land to be subdivided; provided that the minimum street grade shall be two-tenths of one percent.

(N) *Street trees.* Inasmuch as street trees help to lower the temperature and provide interest along the street and sidewalk, it shall be the standard practice in subdivisions to plant shade trees along streets. When planted between the street and sidewalk, they provide a measure of protection for pedestrians, help buffer traffic noise and filter pollution.

(1) *Street tree plan.* A street tree plan shall be provided as part of subdivision design. It shall be conceived in a total pattern for the entire subdivision and shall show where street trees are or will be located and planting or construction details.

- (2) *Tree type.* As a general rule, all trees on a street shall be the same kind except to achieve special effects. Trees shall be selected from an approved list on file with the department of development services. Selection of tree type shall be approved by the Director of Development Services.
- (3) *Planting specifications.* All trees at the time of planting shall have a caliper of no less than two inches measured four feet above finished grade, and be of substantially uniform size and shape, having straight trunks. Trees shall be properly planted and staked. Trees shall be of a deciduous species that will have a trunk at least 12 inches in diameter when fully mature.
- (4) *Protection during construction.* Where existing trees are to be retained, the applicant shall include in the plans, proposed methods of protecting trees during construction wherein the landscaping will be adequately protected from vehicular encroachment.
- (5) *Maintenance.* Plantings shall be watered regularly through the first growing season and in a manner appropriate for the specific plant species until they are established. Planted street trees shall be maintained in a healthy condition for the first two years after installation. Dead and dying street trees shall be replaced by the applicant/developer during the first two years after installation.
- (6) *Location.* Shade trees shall be installed on both sides of all streets in accordance with the approved landscape plan. Trees shall be spaced evenly along the street.

Spacing shall depend on tree size as follows:

<i>Ultimate Tree Height/ Planting Size (in feet)</i>	<i>Interval (in feet)</i>
Large trees (40+)	50-70
Medium trees (30-40)	25-30
Small trees (to 30)	25-30

When a street canopy effect is desired, trees may be planted closer together following the recommendations of a certified landscape architect. The trees shall be planted so as not to interfere with utilities, roadways, sidewalks, sight easements or street lights. Tree location, landscape design and spacing shall be approved by the Public Works Director and/or the Director of Planning & Development Services as part of preliminary plat and final construction plans.

...

## **SEC. 15-3-51. - SIDEWALKS.**

Concrete sidewalks having a width of not less than four feet and thickness of not less than four inches shall be constructed on each side of each street within the subdivision. The sidewalk shall be located along the back of the curb and shall extend along all street frontage, including the side of corner lots and block ends; provided however, that where it is impractical to provide such sidewalks on the side lot lines abutting major thoroughfares or drainage ditches, then in those instances sidewalks are not required. The builder will put in sidewalks at the time of building construction.

A concrete walk at least five feet in width and four inches thick shall be provided continuously on both sides of each street for each block in the subdivision. This standard shall be considered a minimum and may be increased at the discretion of the Director of Public Works for areas adjacent to or in the vicinity of schools, parks and other locations with significant pedestrian traffic. In the case of a high pedestrian traffic area, sidewalk widths may be required to be a minimum of 8-10 feet depending on the application. The sidewalk shall be located within the dedicated right-of-way, with a parkway of a minimum of two feet and shall extend along all street frontage. This shall include the side of corner lots and block ends; provided however, that where it is impractical to provide such sidewalks on the side lot lines abutting major thoroughfares or drainage ditches, then in those instances sidewalks are not required. The builder shall put in sidewalks at the time of building construction. Additionally, the developer of record shall be responsible for the completion of sidewalks adjacent to any open space or common area at the time of the construction of street improvements.

(1) **Curbs.** Curbs at intersections shall be designed and constructed to provide a ramp for wheelchairs and/or bicycles in accordance with the American Disabilities Act (ADA) as set forth in city standards.

...

#### **15.3.56. - OPEN SPACE AND PRESERVATION.**

The following specific areas shall be preserved as undeveloped open space, to the extent consistent with the reasonable utilization of the land in the proposed subdivision as a whole, and in accordance with applicable state or local regulations:

- (1) Unique and/or fragile areas, including wetlands as defined in Section 404 of the Federal Water Pollution Control Act Amendments of 1972, and delineated on wetland maps prepared by the U.S. Fish and Wildlife Service, field verified by onsite inspection.
- (2) Lands in the floodplain, as defined by applicable state and/or local regulations.
- (3) Historically significant structures and sites, as designated by appropriate federal, state or local regulations.

(4) Areas deemed to be conservation buffers, conserve high quality native trees, are critical habitat areas, or have high quality soil resources are to be considered high priority areas and shall be preserved.

(5) Any new development plan consisting of four(4) lots or more shall set aside area(s) to be utilized for open space for public or private use which shall not be developed. Open space may be used as community open space or preserved and dedicated as green space which can be doubly used as detention/retention areas. This requirement may be reviewed on a case by case basis by the Director of Planning & Development Services and/or the City Engineer to determine the need within large lot (one acre or more) subdivisions wherein open space may not be needed.

...

## 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 11th day of February, 2013.

PASSED AND APPROVED on this the 25<sup>th</sup> day of February, 2013.

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Sam R. Fugate, Mayor

ATTEST:

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Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

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Courtney Alvarez, City Attorney

# **AGENDA ITEM #2**

**RESOLUTION #2013- \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING THE RELEASE OF CHAPTER 59 FUNDS OF THE KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE FOR DONATION TO THE PALMER DRUG ABUSE PROGRAM (PDAP).**

**WHEREAS**, the Texas Code of Criminal Procedure, Article 59.06(h) allows for the release of Chapter 59 funds for nonprofit programs for the prevention of drug abuse;

**WHEREAS**, the Palmer Drug Abuse Program (PDAP) is a non-profit organization working to (1) turn the tide against drug and alcohol abuse in the Kingsville community and (2) make a positive statement to our young people about living a drug-free and alcohol-free lifestyle; and

**WHEREAS**, the Palmer Drug Abuse Program also provides a free 12-step support service to those who express a desire to find an alternative lifestyle from that of drugs and alcohol;

**WHEREAS**, PDAP provided approximately 624 initial and follow-up appointments to community members of Kleberg County in recent years;

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

I.

THAT the City Commission authorizes the Kingsville Specialized Crimes and Narcotics Task Force to assist with a \$5,000.00 donation to the Palmer Drug Abuse Program (PDAP) to help educate young people about living a drug-free and alcohol-free lifestyle and comply with any reporting requirement the Task Force may designate.

II.

THAT local elected representatives shall be encouraged to promote, endorse, and support Palmer Drug Abuse Program for the benefit of the community.

PASSED AND APPROVED by a majority vote of the City Commission on the 25<sup>th</sup> day of February, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**KINGSVILLE SPECIALIZED CRIMES  
AND NARCOTICS TASK FORCE  
APPLICATION FOR CHAPTER 59 DONATION**

1. APPLICANT'S  
NAME Wade Ejeld ADDRESS 601 E. Kleburg <sup>Kingsville, Tx. 78364</sup> PHONE 361/592-1212
2. ORGANIZATION'S  
NAME Palmer Drug Abuse Program ADDRESS 601 E. Kleburg <sup>Kingsville, Tx. 78364</sup> PHONE 361/887-8900
3. NARRATIVE: Explain what will be done with the contribution to insure compliance with the disposition of forfeited property under Chapter 59 of the Texas Code of Criminal Procedure and the number of citizens it will affect in our community.

Main office address / mailing address :  
3104 S. Alameda  
Corpus Christi, Tx. 78404

See Attached.

APPROVED: Guillermo Vera, Cmdr.

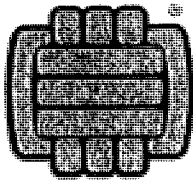
Guillermo Vera, Commander

DATE: 2/13/13

TIME: 9 AM

NOTE: \$5,000.00 ~~xx~~ Donation approved in  
KTF 2012/2013 Budget. G. Vera, Cmdr.





# PALMER

## DRUG ABUSE PROGRAM

3104 S. Alameda Street • Corpus Christi, TX 78404 • Tel. 361-887-8900

### BOARD OF TRUSTEES Executive Committee

**Chairman**  
Morgan Spear

February 7, 2013

**Vice - Chairman**  
Alan Wilson

**Treasurer**  
Alan Lucke

Commander Guillermo Vera

**Secretary**  
Suellen West

**Board Members**  
Robert Cagle  
Jesse Garcia  
A.C. Gilmore, Jr.  
Eloy Salazar

**Kingsville Specialized Crimes and Narcotics Task Force  
Application for Chapter 59 Donation**

**Lifetime Member**  
Lucy Hill

**Kingsville Member**  
Max Duncan

**Alice Advisory Members**  
Mary Dru Burns  
Rev. John W. Fox

**Advisory Members**  
Tom Dobson  
Dan Countiss  
Hoyte Gentry  
Fred W. Heldenfels, III  
Peter Holt  
Lanette Joubert  
Charles Kaffie  
Nelda Martinez  
William H. Locke, Jr.  
Wayne Lundquist  
Day Manley  
Robert B. Rowling  
Wallace Sparkman  
Alan J. Stoner  
Michael Swantner  
George Tanner  
Leah Woolford

**Executive Director**  
Wade H. Fjeld

[www.PDAPcc.org](http://www.PDAPcc.org)

PDAP is a fellowship of young people and parents who share their experience, love and understanding that they may solve their common problems and help others to recover from the effects of mind-changing chemicals. PDAP is non-sectarian and the primary requirement for membership is a desire to live a chemical-free life. Our primary purpose is to carry our love and understanding to others, to practice the principles of love and honesty in our daily lives, with the help of God, as we understand Him. PDAP is a non-profit organization serving the Coastal Bend Area including, Kingsville, Corpus Christi and Alice.

The contribution of Chapter 59 of the TX Code of Criminal Procedure will be used by the Palmer Drug Abuse Program to offer free 12-step support services to those who express a desire to find an alternative lifestyle from that of drugs and alcohol. Specifically PDAP provides peer counseling services, a safe day area, meetings, evening and weekend activities, retreats and on-going support, companionship and encouragement to teens (ages 12 to17), the Older Group (ages 18-25) and OTHERS-Over The Hillers(25 and older).

The PDAP parent group offers group discussions and individual coaching. The parent group provides support, experience and understanding to parents concerning their role in dealing with their child's substance abuse problems and helps parents learn to become less enabling and to communicate more effectively with their children.



IRS Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248562365  
Apr. 15, 2009 LTR 4168C E0  
74-2200058 000000 00 000  
00019110  
BODC: TE

PALMER DRUG ABUSE PROGRAM OF CORPUS  
CHRISTI INC  
3104 S ALAMEDA ST  
CRP CHRISTI TX 78404-2506

5693

Employer Identification Number: 74-2200058  
Person to Contact: Robert C Voss  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Apr. 06, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in October 1982, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

*Michele M. Sullivan*

Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations I

# **AGENDA ITEM #3**

**RESOLUTION NO. 2013-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WOMEN'S SHELTER OF SOUTH TEXAS TO PROVIDE ASSISTANCE TO VICTIMS OF FAMILY VIOLENCE AND SEXUAL ASSAULT.**

**WHEREAS**, the Women's Shelter of South Texas is a United Way Agency serving Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, McMullen, Nueces, Refugio and San Patricio Counties;

**WHEREAS**, the Kingsville City Commission desires to have the Kingsville Police Department to cooperate whenever possible with the Women's Shelter of South Texas to provide assistance to victims of family violence and sexual assault; and

**WHEREAS**, the performance of this memorandum of understanding will be a benefit to the public.

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

I.

**THAT** the City Commission authorizes the Police Chief for the Kingsville Police Department to execute the Memorandum of Understanding between the Kingsville Police Department and the Women's Shelter of South Texas, as per the agreement attached hereto.

II.

**THAT** the Police Chief, or his designee, is hereby authorized and directed to act on the City's behalf in all matters pertaining to this agreement.

III.

**THAT** this Resolution shall become effective upon adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25th day of February, 2013.

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Sam R. Fugate  
Mayor

**ATTEST:**

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Mary Valenzuela  
City Secretary

**APPROVED AS TO FORM:**

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Courtney Alvarez  
City Attorney



P.O. Box 3368  
Corpus Christi, Texas 78463-3368

361-884-2900  
Fax: 361-884-2006  
[www.thewomensshelter.org](http://www.thewomensshelter.org)

### **MEMORANDUM OF UNDERSTANDING**

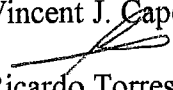
**This is to certify support of the services provided by the Women's Shelter of South Texas. It is mutually agreed to cooperate whenever possible to provide assistance to victims of family violence and sexual assault.**

Signed: \_\_\_\_\_  
Name: Ricardo Torres  
Title: Chief of Police  
Organization: Kingsville Police Department  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Name: Frances Wilson  
Title: President & CEO  
Organization: Women's Shelter of South Texas  
Date: \_\_\_\_\_

**This agreement will remain in effect from the date signed unless one of the parties to the agreement revokes said agreement at which time notification should be provided to all parties that the agreement will become void.**

**KINGSVILLE POLICE DEPARTMENT  
INTER-OFFICE MEMORANDUM**

**TO** : Vincent J. Capell, City Manager  
**FROM** :  Ricardo Torres, Chief of Police  
**DATE** : February 8, 2013  
**SUBJECT** : Memorandum of Understanding

I was contacted by Frances Wilson, of the Women's Shelter of South Texas, regarding a cooperative working agreement where her agency would provide services to victims of sexual assault and family violence. I have attached a copy of the cooperative working agreement for your review.

I believe that this service would be beneficial to our agency and also victims of domestic violence. These services would be provided at no cost to our city.

Please place this item on the next available agenda for consideration by our city commission. Thank you for your assistance regarding this matter.

# **REGULAR AGENDA**



# **AGENDA ITEM #4**



## Planning & Development Services Department

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TO: Mayor & City Commission

THROUGH: Vincent Capell, City Manager

FROM: Michael Kellam, AICP, Director of Planning & Development Services

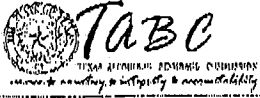
SUBJECT: **Request for Alcohol Variance at 510 W. Huisache**

DATE: February 19, 2013

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Mr. Mitchell Shelton, operator of The Player's Lounge is requesting an alcohol variance for a Wine and Beer Retailer's Permit and a Retail Dealer's On -Premise Late Hours License. This address is located at 510 W. Huisache and is within 300ft of a church. The property in question therefore requires a variance according to City ordinance ORD-2004-20.

Also, all required notices have been sent to the property owners within 300ft. Additionally, a public hearing notice was placed in the newspaper on February 6, 2013. As of this point, we have not received any negative feedback from the property owners or citizens that have been noticed.



# On-Premise Prequalification Packet

L-ON (6/2012)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell/serve alcoholic beverages. This information will be used to obtain your pre-qualification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying. Permit applicants will also provide this packet to their local newspaper for certification that you have published the required notice.

Please immediately contact your local TABC office to determine if you must post a 60 Day Sign at your proposed location, and for more information.

## LOCATION INFORMATION

### 1. Type of On-Premise License/Permit

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> BG Wine and Beer Retailer's Permit               | <input type="checkbox"/> LB Mixed Beverage Late Hours Permit         |
| <input type="checkbox"/> BE Beer Retail Dealer's On-Premise License                  | <input type="checkbox"/> MI Minibar Permit                           |
| <input checked="" type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License | <input type="checkbox"/> CB Caterer's Permit                         |
| <input type="checkbox"/> BP Brewpub License  | <input type="checkbox"/> FB Food and Beverage Certificate            |
| <input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats         | <input type="checkbox"/> PE Beverage Cartage Permit                  |
| <input type="checkbox"/> Y Wine & Beer Retailer's Permit for Railway Dining Car      | <input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB |
| <input type="checkbox"/> MB Mixed Beverage Permit                                    |  |

### 2. Indicate Primary Business at this Location

- |  |  |
|--|--|
| <input type="checkbox"/> Restaurant        | <input type="checkbox"/> Sporting Arena, Civic Center, Hotel |
| <input checked="" type="checkbox"/> Bar    | <input type="checkbox"/> Miscellaneous _____                 |
| <input type="checkbox"/> Sexually Oriented |  |

### 3. Trade Name of Location

The Players Lounge

### 4. Location Address

510 W Huisache

City

Kingsville

County

Kleberg

State Zip Code

TX 78363-5350

### 5. Mailing Address

326 W Huisache

City

Kingsville

State Zip Code

TX 78363-

### 6. Business Phone No.

( ) PEN - DING

### Alternate Phone No.

( 361 ) 355 - 6242

### E-mail Address

N/A

## OWNER INFORMATION

### 7. Type of Owner

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

### 8. Entity/Applicant

Mitchell Ted Shelton

### 9. Applicant Is/Must Be Listed Below (attach L-OIC if additional space is needed).

Individual/Individual Owner

Limited Liability Company/All Officers or Managers

Partnership/All Partners

Joint Venture/Venturers

Limited Partnership/All General Partners

Trust/Trustee(s)

Corporation/All Officers

City, County, University/Official

Last Name

First Name

MI

Title

Shelton

Mitchell

T

Owner

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

**MEASUREMENT INFORMATION**10. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No**NOTE:** For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.11. Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☒ NoIf "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☐ No**NOTE:** For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.**NOTE:** For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.**NOTE:** If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.12. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No13. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No**60-DAY SIGN INFORMATION**

14. If you were required to post a 60-day sign as required by Section 11.391 or 61.381 of the Texas Alcoholic Beverage Code at this location; what exact date was the required sign posted at the location? Exact Date (mm/dd/yyyy) / /

**WARNING AND SIGNATURE****If Applicant Is/ Must Sign**

Individual/Individual Owner

Partnership/Partner

Limited Partnership/General Partner

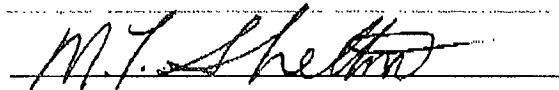
Corporation/Officer

Limited Liability Company/Officer or Manager

**WARNING:** Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."**BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.**

PRINT NAME Mitchell T Shelton

SIGN HERE



TITLE Owner

Before me, the undersigned authority, on this 9 day of January, 2013, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE



NOTARY PUBLIC



SEAL

**CERTIFICATE OF CITY SECRETARY (FOR MB, RM, BE, BG, V, & Y)**☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN

HERE \_\_\_\_\_, TEXAS  
City Secretary/Clerk

**SEAL****If location can not be certified above, please complete the following:**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location is prohibited by Charter or Ordinance No. \_\_\_\_\_, in reference to the sale of alcoholic beverages.

SIGN

HERE \_\_\_\_\_, TEXAS  
City Secretary/Clerk

**SEAL****CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT**☐ CHECK HERE IF NOT IN CITY LIMITS

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that one of the below is correct:

- ☐ The governing body of this city has by ordinance authorized the sale of *mixed beverages* between midnight and 2:00 A.M.; or
- ☐ The governing body of this city has by ordinance authorized the sale of *beer* between midnight and \_\_\_\_\_ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22<sup>nd</sup> Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN

HERE \_\_\_\_\_, TEXAS  
City Secretary/Clerk

**SEAL****CERTIFICATE OF COUNTY CLERK (FOR MB, RM & BE)**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN

HERE \_\_\_\_\_, COUNTY  
County Clerk

**SEAL****CERTIFICATE OF COUNTY CLERK (FOR BG, V & Y)**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine & Beer Retailer's Permit.

**Most current election for given location was held for:**

- ☐ legal sale of all alcoholic beverages for off-premise consumption
- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of mixed beverages
- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
- ☐ legal sale of wine on the premises of a holder of a winery permit
- ☐ legal sale of wine/beer (17%) on-premise or wine/beer off-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of wine/beer (14%) on-premise or wine/beer off-premise **BEFORE** Sept. 1, 1999

SIGN

HERE \_\_\_\_\_, COUNTY  
County Clerk

**SEAL**

**CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that one of the below are correct:

- ☐ The Commissioner's Court of the county has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of **beer** between midnight and \_\_\_\_\_ A.M.; or
- ☐ The population of the city where premises are located was 500,000 or more according to the 22<sup>nd</sup> Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN  
HERE \_\_\_\_\_ COUNTY \_\_\_\_\_  
County Clerk

**SEAL****COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

This is to certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number \_\_\_\_\_ Outlet Number \_\_\_\_\_

Print Name of Comptroller Employee \_\_\_\_\_

Print Title of Comptroller Employee \_\_\_\_\_

SIGN  
HERE \_\_\_\_\_ FIELD OFFICE \_\_\_\_\_

**SEAL****PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, & BP)**

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /
<b>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</b>	
Signature of publisher or designee Sworn to and subscribed before me on this date	/ /
Signature of Notary Public	
<b>SEAL</b>	

ATTACH PRINTED  
COPY OF THE  
NOTICE HERE



CITY OF  
**KINGSVILLE**

**MEMORANDUM**

**DATE**

Friday, January 29, 2013

**TO**

Mary Valenzuela, City Secretary

**FROM**

Engineering Department

**SUBJECT**

Alcohol License for 510 W. Huisache Ave

(Legal: ORIG TOWN, BLOCK 80, LOT 23, 24, (BETTYS PLACE))

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 510 W. Huisache Ave, I have concluded that the property in question does fall within the 1,000ft boundary of multiple Churches, therefore requires a variance according to City ordinance ORD-2004-20. Notices must be sent to the property owners with in the 1,000 foot boundary and a public hearing and publishing in the local newspaper is required.

**Attachment 1** shows the property and the relative location of the Churches suspected to be close to the property. King Star Baptist Church, Friendship Baptist Church, and Trinity Lutheran Church are within the 1,000 foot boundary.

**Attachment 2** shows the Appraisal District legal descriptions of the properties within the 1,000 foot boundary.

**Attachment 3** includes a copy of the ordinance used to establish the 1,000 foot boundary.

## Club

received a boost from many local organizations and individuals that will help the nonprofit grow.

"2013 is going in a direction where we are filled with goals and a big vision that is already a work in progress," said John Perez, chief professional officer.

Among the new programs for the BGCK is a new science, technology, engineering and mathematics program, better known as STEM, Perez said. The program will be available in conjunction with the computer lab.

"We received \$75,000 from the Kleberg Foundation,

which will go toward our STEM program, to enhance our computer lab, (for) new landscaping and a new community garden," Perez said.

The new STEM program computer lab will allow students to participate in online activities and to develop their math and science skills, Perez said.

The BGCK continues to provide tutoring, live mentoring, daily homework help and character building programs, Perez said. To that end, the BGCK has received donations this year from the Kingsville Specialized

Crimes and Narcotics Task Force, the City of Kingsville, the King Ranch, and the Irma Lerma Rangel College of Pharmacy, among others, Perez said. In addition, Perez said, the BGCK has reestablished a relationship with the United Way, which was lost three years ago.

"The college of pharmacy will help us work on the health side of our program," he said, "to help the kids keep active and eat healthy."

BGCK Unit Director, Debra Glover said the plans that are outlined for the year are going to be beneficial for the kids.

"Our goal is for the kids to have more than they have before," he said. "We want this (BGCK) to not be just another building they have to come to after school, but an exciting place that makes them (kids) want to come."

Ten-year-old Sierra Haggerton said she enjoys the BGCK very much.

"I come every day after school and they help me with my homework," Haggerton said.

She also said she enjoyed playing and having fun at the club.

Perez thanked the many individual community

members who have donated their skills and time to help the BGCK in their renovating efforts.

"(Thanks to their help) We are going into 2013 stronger than we have in the last few years," Perez said.

Events coming up for the BGCK include the Volleyball League/Clinic, Men's Basketball Tournament, skateboarding and bike

extreme sports, as well as a Youth Basketball League, Perez said.

Perez said the BGCK hopes to double their enrollment this year, as well as to reach more students in

the community.

"We currently have over 200 active members," Perez said. "In the summer we double that amount."

"We hope to reach more students this summer with our new programs," he added.

Early registration for the BGCK's Summer Program begins in April. Perez encouraged those who are interested to take advantage of early registration, as spaces fill up quickly.

For more information on programs, volunteering or donations, please contact the BGCK at (361) 592-2100.

## County

land that acts as a "natural barrier" between Kleberg and Willacy Counties. A new district judge would have to commute about 70 miles each way, as opposed to the 45 miles traveled by current 105th District Judge Angelica Hernandez between Nueces and Kleberg Counties.

"Having a judge commute through that is just not going to be effective for our county," Ammerman said.

District 43 State Rep. J.M. Lozano filed House Bill 612, which proposes the creation of a new district court - the 447th - to serve the counties of Kleberg and Kenedy, last week.

Ammerman said he had the support of Willacy County Judge John Gonzales Jr., as well as that of 197th District Judge Migdalla Lopez, who serves Willacy and Cameron Counties. He said the current connection with Cameron County makes more sense for Willacy than it would than if it were to be partnered with

Kleberg County.

Kleberg County District Attorney John Hubert said he agreed with Ammerman's concerns, adding that Kleberg and Kenedy Counties average about 700 criminal cases per year in his office, a caseload that warrants a dedicated district court.

"It just makes it hard for one court to keep up with all those cases," he said.

County Judge Juan Escobar questioned why Hubert did not approach the court before working with Lozano on the bill, but Hubert said he had tried to reach Escobar before the bill was filed and was unsuccessful. Escobar was absent for a few weeks last month due to an illness and vacation, but the county judge said he felt the court should have been consulted first.

"You could have waited until I was not sick," Escobar said.

Lozano has said he asked for the bill to be filed quickly because it needed

to go through the proper legislative channels before it made its way before a committee. The move would also allow for greater time to seek support on the House and Senate sides of the Texas Legislature, he said.

Hubert said he was also opposed to including Willacy County in a new district court because it could cost the county up to \$100,000 in grant funding.

"For those reasons, I cannot speak out in support of that," he said.

County commissioners did not take any action on the proposed resolution, and tabled it for further discussion. Escobar said he was surprised to hear from Ammerman that Gonzales was opposed to Willacy County's inclusion in the district court, since it was Gonzales who first approached Escobar last week about being part of the new judicial district.

Gonzales did not return calls seeking comment for this story as of press time.

## KISD

Gillett Principal Jose Mireles updated the board on their programs regarding attendance and after-school and Saturday tutoring programs.

KISD Superintendent Edward Blaha said these programs are offered in order to help students achieve their goals.

"Every campus has been given the opportunity for after-school and Saturday tutoring," Blaha said. "The Saturday tutoring also includes bus, breakfast and lunch for the kids."

The board also recognized JROTC student Xavion Harris during the meeting for having been awarded the Frederick C. Branch Leadership Scholarship.

Lt. Col. Steven Crites told the board the scholarship covers full tuition, fees and books, as well as a monthly stipend for Harris as he continues his education.

"I'm very excited to have received this scholarship," Harris said.

Ana Escobar said she was proud of her son.

"He is an amazing kid. He's an example to others and a strong person," she said.

Harris has been accepted to attend Prairie View A&M University.

The board congratulated Harris for his accomplishments.

In a separate item, Jasmine Engineering Program Manager Jasmine Azima updated the board on



Xavion Harris, pictured above, recently received the Frederick C. Branch Leadership Scholarship. Harris is a JROTC student at H.M. King High School.

the construction of the new high school. She said the construction was running smoothly and on schedule.

"The plan is for the district to be able to occupy the new facility by the spring of 2014," she told the board.

"It is nice to see progress,"

KISD Board President Melissa Windham said.

The board also received presentations on campus improvement plans from Kleberg Elementary School and John S. Gillett Intermediate School principals.

## Forum

Phillips' research and analysis have been covered in media including CNN, the News Hour with Jim Lehrer, USA Today, Business Week, The Wall Street Journal, the New York Times and MSNBC. He teaches courses in managerial economics and quantitative analysis in the Executive MBA program at the University of Texas at San Antonio.

He earned his doctorate in economics from Southern Methodist University and has bachelor's and

master's degrees in economics and a bachelor's degree in journalism in the University of Missouri at Columbia.

Krueger is a professor in the accounting and finance department. He holds a DBA in finance from the University of Kentucky, an MBA from Minnesota State University and a bachelor's degree from the University of Wisconsin-Eau Claire. Prior to joining the faculty at A&M-Kingsville, he taught finance at the University of

North Carolina at Charlotte and the University of Wisconsin-La Crosse.

More than 60 refereed journal publications have been authored by him, including original rigorous research leading to the identification of the famous "Super Bowl Stock Market Predictor." His research has been found in such renowned publications as the Journal of Finance, Journal of Accounting and Finance and International Business Research and Practices.

## CBC

Kingsville. "The people here are great."

Leal said he is working with Kingsville Independent School District Superintendent Edward Blaha to implement an early college high school. The dual credit program could allow for Kingsville High School students to earn enough college hours to earn associate's degree by the time they graduate high school.

He is also looking to further the college's vocational programs, which he said helps individuals who might not be looking or ready for a four-year college degree to gain certifications that could open up opportunities for well-paying jobs. The college

itself also serves as a good steppingstone for students to ease into the workload higher education demands.

"Within a 12-month certification, they're workforce-ready," Leal said of vocational students. "The main gist of my philosophy is for every student to succeed."

Former Kingsville Campus Director Ann Harrell, who is now the Dual Credit Program director at CBC, said she felt Leal's leadership would serve the college well in the future.

"Felipe Leal brings a great deal of highly relevant experience to the CBC Kingsville campus as its director," she said. "I feel comfortable, having been in

that position for many years, that the campus will be well-represented by Felipe. He returned to Kingsville, having lived here previously for many years, and is dedicated to the community as well as Coastal Bend College."

The CBC Kingsville campus is home to academic and workforce programs that students can enroll in such as cosmetology, criminal justice, nursing, pharmacy technician, as well as a university transfer program. Leal said he also hopes to see future expansion of the college's facilities in order to keep up with enrollment.

"We need more space, but that's a good problem to have," he said.

## PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday February 25, 2013 at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Wine and Beer Retailer's Permit and a Retail Dealer's On-Premise Late Hours License for the establishment known as The Players Lounge located at 510 W. Huisache.

The meeting will be held at City Hall, 200 East Kleberg Ave., Kingsville, Texas in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

**GOT SCRAP?** WE WILL PAY CASH FOR YOUR SCRAP

**GULF COAST RECYCLING**

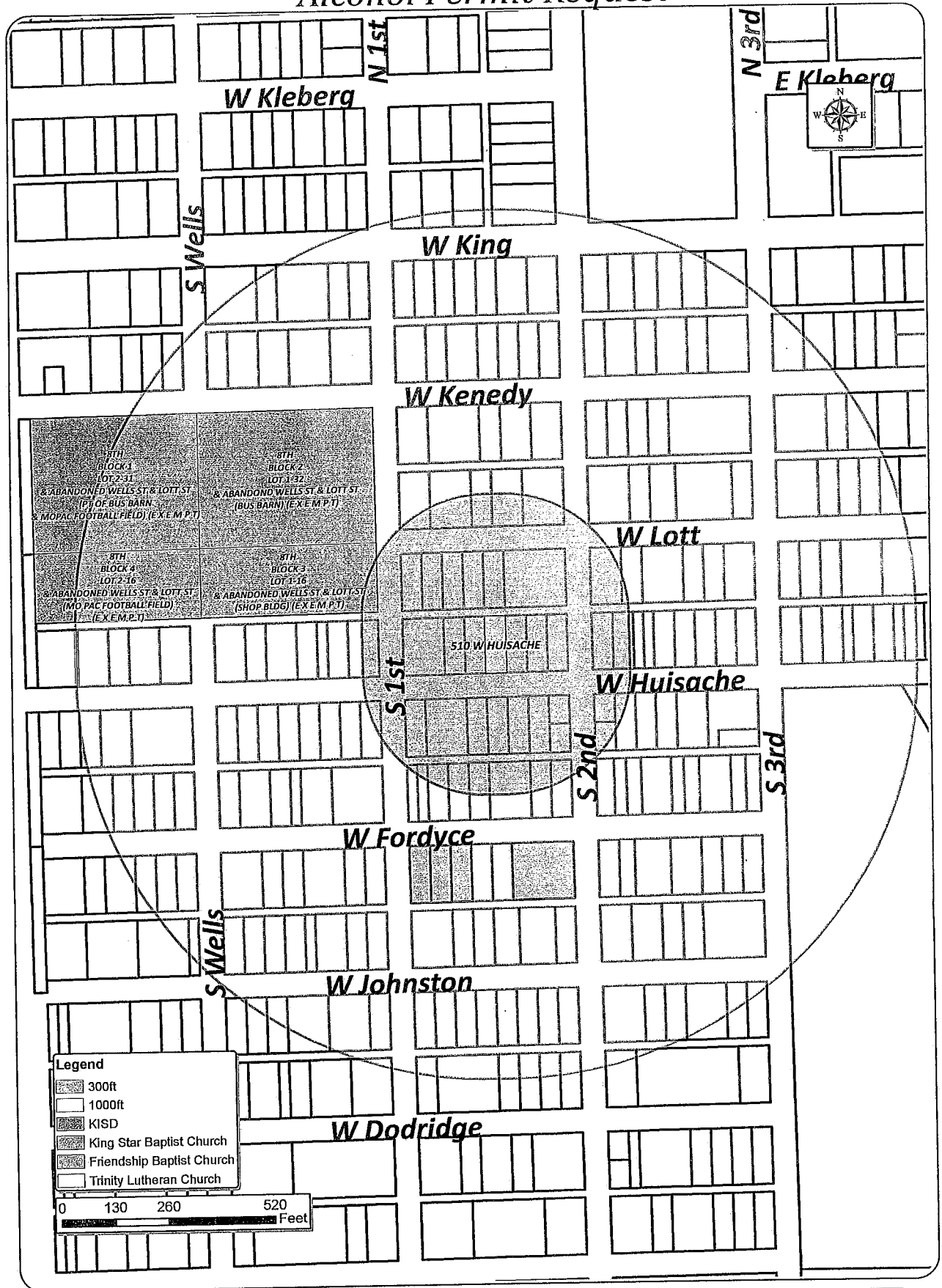
Open Monday - Friday 8 am - 5 pm  
Saturday 8 am - 2 pm  
Closed 12 - 1 pm Lunch

METAL, TIN, COPPER, ALUMINUM, CARS, TRACTORS, FARM EQUIPMENT, MACHINERY, ALUMINUM CANS, ELECTRICAL WIRE, BRASS AND MORE

**1950 E. CORRAL • KINGSVILLE • (361) 221-9460**



# Alcohol Permit Request



Page 1 / 1	Drawn By:	<p>DISCLAIMER</p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p><b>CITY OF KINGSVILLE</b></p> <p><b>ENGINEERING DEPARTMENT</b></p> <p>200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035</p>
	Last Update: 1/24/2013		
	Note:		

# **AGENDA ITEM #5**

## CITY OF KINGSVILLE

10-10-12

ADDRESS	222 E. Huysache			OWNER	Carter Family Trust			INSPECTOR	Daniel		
LEGAL DESCRIPTION	Tris Town			LOT	22, 23			BLOCK	75		
OWNER INFO	Carter Family Trust P.O. Box 3396 Santa Clara, Ca 95055										
PROPERTY CONDITION REPORT											
	ACCEPTABLE						CONDITIONS				
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	Remedies				
1. YARD		X		X							
CONDITION		X		X							
2. UTILITIES		X		X							
a. ELECTRICITY		X		X							
b. GAS		X		X							
c. WATER		X		X							
3. ROOF		X				X					
a. COVERING		X				X					
b. STRUCTURE		X				X					
4. WALLS		X				X					
a. EXTERIOR		X				X					
b. INTERIOR		X				X					
c. CEILINGS		X				X					
5. WINDOWS/DOORS		X				X					
a. SECURED		X				X					
b. CONDITION		X				X					
6. FOUNDATION		X				X					
a. FLOORS		X				X					
7. PLUMBING		X				X					
8. ELECTRICAL		X									
CODES	ADDITIONAL CONCERNS										
B. broken											
M. missing											
D. dirty											
X. unacceptable											
Bd. Bedroom											
Bt. Bathroom											
Kt. Kitchen											
Lv. Livingroom											
Dn. Diningroom											
Ft. front											
Bk back											
Lf. Left											
Rt. Right											

## **PUBLIC NOTICE**

The City Commission will meet on Monday, February 25, at 6:00 P.M. The following items are set for public hearing and discussion and / or action:

Request to condemn the unsafe structures located at:

**222 E HUISACHE**

~~**232 E FAIRVIEW**~~

**613 E AVE C**

**921 E YOAKUM**

**818 E RICHARD**

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.

The meeting will be held at City Hall, 200 E Kleberg, at the City Commission Chambers.

If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

DATE 01/02/2013

## STATEMENT OF ALL TAXES DUE

SD

MELISSA T DELAGARZA, RTA  
 P O BOX 1457  
 KINGSVILLE, TX 78364-1457  
 (361) 595-8542

\*\*\*\*\*  
 \* PROPERTY DESCRIPTION ACCT # 1-001-075-22000-192 \*  
 \* \*  
 \* ORIG TOWN, BLOCK 75, LOT 22, 23 \*  
 \* \*  
 \* \*  
 \* TOWN - LOCATION- 222 E HUISACHE \*  
 \* ACRES - .160 \*  
 \* \*  
 \* LAND MKT VALUE 4500 IMPR/PERS MKT VALUE 2000 \*  
 \* LAND AGR VALUE MKT. BEFORE EXEMPTS 6500 \*  
 \* LIMITED TXBL. VALUE \*  
 \* EXEMPTIONS GRANTED: NONE \*  
 \* \*\*\*\*\*  
 \* CARTER FAMILY TRUST L B E T \*  
 \* PO BOX 3396 \*  
 \* SANTA CLARA CA 95055 \*

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 2010	192.05	67.21	51.84	311.10
TAXES 2011	202.73	46.63	49.88	299.24
TAXES 2012	204.29	.00	.00	204.29
	599.07	113.84	101.72	814.63
				=====
ACCT # 1-001-075-22000-192			TOTAL DUE 12/2012	814.63
			TOTAL DUE 01/2013	819.38
			TOTAL DUE 02/2013	838.42
			TOTAL DUE 03/2013	847.20

\*\*\*\*\*  
 \* BREAKDOWN OF TAX DUE BY JURISDICTION \*  
 \* \*  
 \* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL \*  
 \* KLEBERG COUNTY 142.43 27.05 24.21 193.69 \*  
 \* CITY OF KINGSVILLE 164.22 31.75 28.25 224.22 \*  
 \* KINGSVILLE ISD 280.36 52.72 47.19 380.27 \*  
 \* SOUTH TX WATER AUTH 12.06 2.32 2.07 16.45 \*  
 \* \*\*\*\*\*  
 \* TAX LEVY FOR THE CURRENT ROLL YEAR: 137 48.41  
 \* TAX LEVY FOR THE CURRENT ROLL YEAR: CITY 54.74  
 \* TAX LEVY FOR THE CURRENT ROLL YEAR: KISD 97.12  
 \* TAX LEVY FOR THE CURRENT ROLL YEAR: STWA 4.02  
 \* TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... 204.29

# 2012 PRELIMINARY ROLL

## CKI - CITY OF KINGSVILLE

Geo ID Order

06/07/2012 08:17AM

Prop ID	Owner	% Legal	Description	Values					
12439	53549	100.00	R Geo: 100107519001192	Effective Acres:	0.000000	Imp HS:	28,550	Market:	31,810
SUAREZ YOLANDA			ORIG TOWN, BLOCK 75, LOT N52' 17-18, N52' E/2 19			Imp NHS:	0	Prod Loss:	0
411 S 7TH ST						Land HS:	3,260	Appraised:	31,810
KINGSVILLE, TX 78363-5528				Acres:	0.0000	Land NHS:	0	Cap:	0
	State Codes: A		Map ID:		PLAT	Prod Use:	0	Assessed:	31,810
	Situs: 411 S 7TH ST		Mtg Cd:			Prod Mkt:	0	Exemptions:	HS
			DBA:						
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				31,810	0	31,810	0.842200	267.90
20286	17406	100.00	R Geo: 100107520000192	Effective Acres:	0.000000	Imp HS:	0	Market:	33,460
COMBS ORLAND			ORIG TOWN, BLOCK 75, LOT W/2 19, 20, 21			Imp NHS:	27,830	Prod Loss:	0
PO BOX 7						Land HS:	0	Appraised:	33,460
YODER, CO 80864-0007				Acres:	0.0000	Land NHS:	5,630	Cap:	0
	State Codes: A		Map ID:		PLAT	Prod Use:	0	Assessed:	33,460
	Situs: 226 E HUISACHE		Mtg Cd:			Prod Mkt:	0	Exemptions:	
			DBA:						
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				33,460	0	33,460	0.842200	281.80
21051	54088	100.00	R Geo: 100107522000192	Effective Acres:	0.000000	Imp HS:	0	Market:	6,500
CARTER FAMILY TRUST L			ORIG TOWN, BLOCK 75, LOT 22, 23			Imp NHS:	2,000	Prod Loss:	0
B E T						Land HS:	0	Appraised:	6,500
PO BOX 3396				Acres:	0.0000	Land NHS:	4,500	Cap:	0
SANTA CLARA, CA 95055				Map ID:	PLAT	Prod Use:	0	Assessed:	6,500
	State Codes: A		Mtg Cd:			Prod Mkt:	0	Exemptions:	
	Situs: 222 E HUISACHE		DBA:						
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				6,500	0	6,500	0.842200	54.74
21817	52453	100.00	R Geo: 100107524000192	Effective Acres:	0.000000	Imp HS:	0	Market:	116,890
CERVANTES MIGUEL III			ORIG TOWN, BLOCK 75, LOT 24-27			Imp NHS:	106,890	Prod Loss:	0
PO BOX 60406						Land HS:	0	Appraised:	116,890
CORPUS CHRISTI, TX 78466-04				Acres:	0.0000	Land NHS:	10,000	Cap:	0
	State Codes: B		Map ID:		PLAT	Prod Use:	0	Assessed:	116,890
	Situs: 216 E HUISACHE		Mtg Cd:			Prod Mkt:	0	Exemptions:	
			DBA:						
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				116,890	0	116,890	0.842200	984.45
23346	10747	100.00	R Geo: 100107528000192	Effective Acres:	0.000000	Imp HS:	0	Market:	91,990
KRUEGER MICHAEL J			ORIG TOWN, BLOCK 75, LOT 28-32			Imp NHS:	71,990	Prod Loss:	0
PO BOX 1538						Land HS:	0	Appraised:	91,990
KINGSVILLE, TX 78364-1538				Acres:	0.0000	Land NHS:	20,000	Cap:	0
	State Codes: F1		Map ID:		PLAT	Prod Use:	0	Assessed:	91,990
	Situs: 418 S 6TH ST		Mtg Cd:			Prod Mkt:	0	Exemptions:	
			DBA:						
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				91,990	0	91,990	0.842200	774.74
11405	28488	100.00	R Geo: 100107601000192	Effective Acres:	0.000000	Imp HS:	0	Market:	72,280
NIELSEN BEVERLY ANNE			ORIG TOWN, BLOCK 76, LOT 1-4, (RANCH TOWN REALTY)			Imp NHS:	56,280	Prod Loss:	0
REVOCABLE TRUST %RANDA						Land HS:	0	Appraised:	72,280
403 S 6TH ST				Acres:	0.0000	Land NHS:	16,000	Cap:	0
KINGSVILLE, TX 78363				Map ID:	PLAT	Prod Use:	0	Assessed:	72,280
	State Codes: F1		Mtg Cd:			Prod Mkt:	0	Exemptions:	
	Situs: 403 S 6TH ST		DBA:						
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				72,280	0	72,280	0.842200	608.74
13014	28759	100.00	R Geo: 100107605000192	Effective Acres:	0.000000	Imp HS:	0	Market:	160,290
LONEY PAUL J JR			ORIG TOWN, BLOCK 76, LOT 5-12, (MEDICAL OFFICE)			Imp NHS:	128,290	Prod Loss:	0
1004 GIBSON DR						Land HS:	0	Appraised:	160,290
ALICE, TX 78332-3612				Acres:	0.0000	Land NHS:	32,000	Cap:	0
	State Codes: F1		Map ID:		PLAT	Prod Use:	0	Assessed:	160,290
	Situs: 415 S 6TH ST		Mtg Cd:			Prod Mkt:	0	Exemptions:	
			DBA:						
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				160,290	0	160,290	0.842200	1,349.96

**Legal Description**  
ORIG TOWN, BLOCK 75, LOT 22, 23

**OWNER ID**  
54088

OWNERSHIP  
100.00%

## PROPERTY APPRAISAL INFORMATION 2012

## Values

## Entities

IMPROVEMENTS	2,000
LAND MARKET	4,500
MARKET VALUE	6,500
PRODUCTIVITY LOSS	0
APPRAISED VALUE	6,500
HS CAP LOSS	0
ASSESSED VALUE	6,500

Ref ID: R21051  
Map ID PLAT

ACRES:  
EFF. ACRES:

100107522000192

SITUS 222 E HUISACHE

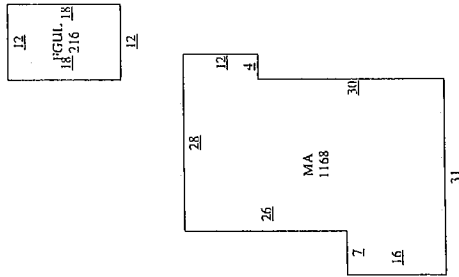
**APPR VAL METHOD:** Cost

SKETCH for Improvement #1 (RESIDENTIAL)

GENERAL		LR/FH
UTILITIES	LAST APPR.	2010
TOPOGRAPHY	LAST INSP. DATE	02/24/2010
ROAD ACCESS	NEXT INSP. DATE	
ZONING		
NEXT REASON		

REMARKS  
FOR '10 REM OP1, AND FLV IMPS @ 2,000 PER  
APPRS LRI/FH 2/24/10 2/25/10 MMG -- FOR '07  
CORR VALUE PER ADDED 80% PHYS PER  
ROOF AND ROT WOOD - REMOVED FUNC -

ISSUED TO PERMIT TYPE PERMIT AREA ST PERMIT VAL

[illegible]

IMPROVEMENT FEATURES	
Foundation	1 F08
Exterior Wall	1 EW1
Interior Finish	1 IN1
Roof Style	RT2, RM1
Flooring	1 FL2
Plumbing	1 1



SUBD: S001		100.00% NBUID:		LAND INFORMATION		IRR Wells: 0		Capacity: 0		IRR Acres: 0		Oil Wells: 0	
L#	DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASSADJ	VAL SRC	MKT VAL
1.	A1		SPECIAL	A1	N	FF	50X140	90.00	4,500	1.00	1.00	A	4,500
													NO
													AG UNIT PRC
													AG VALUE
													0.00
													0
													0

Comment: F: 50.0 R: 50.0 FF

[illegible]

## CONDEMNATION CHECKLIST

Property Address: 222 E Huishalle Phone: \_\_\_\_\_  
 Property Owner: Carter Family Trust Phone: \_\_\_\_\_  
 Owner's Address: P.O. Box 339 Fax: \_\_\_\_\_  
Santa Clara, CA 95055

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/> <u>10-10-12</u>	<u>10-10-12</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>10-10-12</u>	<u>10-10-12</u>	2. Inspect Property. (Building Official)
		<input type="checkbox"/> a. Prepare inspection report.
		<input type="checkbox"/> b. Photograph property.
<input type="checkbox"/> <u>10-10-12</u>	<u>10-10-12</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>10-10-12</u>	<u>10-10-12</u>	4. Obtain legal description.
<input type="checkbox"/> <u>10-10-12</u>	<u>10-10-12</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>10-10-12</u>	<u>10-10-12</u>	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<input type="checkbox"/> _____	_____	7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> _____	_____	8. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
		<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
<input type="checkbox"/> _____	_____	1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> _____	_____	9. Post sign on property advising date the City Council will consider condemnation of structure.



- |                                |   |
|--------------------------------|---|
| <input type="checkbox"/> _____ | 10. Photograph posted sign.   |
| <input type="checkbox"/> _____ | 11. Prepare information packet for each City Council member, plus one each for City Manager, City Attorney & City Secretary consisting of                 |
|                                | <input type="checkbox"/> a. Location Map  |
|                                | <input type="checkbox"/> b. Photographs of the structure  |
|                                | <input type="checkbox"/> c. Inspection report   |
|                                | <input type="checkbox"/> d. Pre-condemnation notice   |
|                                | <input type="checkbox"/> e. Condemnation resolution   |
| <input type="checkbox"/> _____ | 12. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.   |
| <input type="checkbox"/> _____ | 13. City Council adopts condemnation resolution.  |
| <input type="checkbox"/> _____ | 14. File Notice of Condemnation with the County Clerk.  |
| <input type="checkbox"/> _____ | 15. Send owner(s) & other vested interests the following:   |
|                                | <input type="checkbox"/> a. Copy of the City Council resolution.  |
|                                | <input type="checkbox"/> b. 45-day order to demolish  |
| <input type="checkbox"/> _____ | 16. Post 45-day Order to Demolish on structure.   |
| <input type="checkbox"/> _____ | 17. Evaluate status of owner's action on 46 <sup>th</sup> day after Order of Demolition was issued. If no action taken by owner, proceed with demolition. |
| <input type="checkbox"/> _____ | 18. Photograph posted notice.   |
| <input type="checkbox"/> _____ | 19. Notify utility companies to disconnect & remove services from structure for safe demolition.  |
| <input type="checkbox"/> _____ | 20. Issue Notice to Proceed to Public Works Dir.  |
| <input type="checkbox"/> _____ | 21. Prepare demolition cost statement consisting of:  |
|                                | <input type="checkbox"/> a. Mailing fees  |
|                                | <input type="checkbox"/> b. Publication fees  |
|                                | <input type="checkbox"/> c. Demolition costs  |
|                                | <input type="checkbox"/> d. Landfill tipping fees   |
|                                | <input type="checkbox"/> e. Filing fees   |
|                                | <input type="checkbox"/> f. Administrative fees   |
|                                | <input type="checkbox"/> g. Any documentation miscellaneous costs   |

10. Photograph posted sign.
11. Prepare information packet for each City Council member, plus one each for City Manager, City Attorney & City Secretary consisting of
  - ☐ a. Location Map
  - ☐ b. Photographs of the structure
  - ☐ c. Inspection report
  - ☐ d. Pre-condemnation notice
  - ☐ e. Condemnation resolution
12. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.
13. City Council adopts condemnation resolution.
14. File Notice of Condemnation with the County Clerk.
15. Send owner(s) & other vested interests the following:
  - ☐ a. Copy of the City Council resolution.
  - ☐ b. 45-day order to demolish
16. Post 45-day Order to Demolish on structure.
17. Evaluate status of owner's action on 46<sup>th</sup> day after Order of Demolition was issued. If no action taken by owner, proceed with demolition.
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20. Issue Notice to Proceed to Public Works Dir.
21. Prepare demolition cost statement consisting of:
  - ☐ a. Mailing fees
  - ☐ b. Publication fees
  - ☐ c. Demolition costs
  - ☐ d. Landfill tipping fees
  - ☐ e. Filing fees
  - ☐ f. Administrative fees
  - ☐ g. Any documentation miscellaneous costs



22. Send a letter & cost statement to the

Collections Department so they can send out bill.

Make copy of documents and send to the City

Attorney requesting a lien to be place on the  
property.

# CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



October 11, 2012

CARTER FAMILY TRUST L B E T  
P.O. BOX 3396  
SANTA CLARA, CA 95055

**Re: ORIG TOWN, BLOCK 75, LOT 22, 23**

**222 E HUISACHE**

Dear Sir or Madam:

It has been determined that the structure at 222 E HUISACHE is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

## **§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.**

(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.

(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:

(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.

(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THESE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM RECEIPT THIS LETTER.


WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a case will be processed through Municipal Court. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate condemned structure.

If you need further information, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,



Daniel Ramirez  
Building Official

1002



7011 0110 0000 4433 1055

78364

*[Signature]*  
RETURN TO  
SENDER

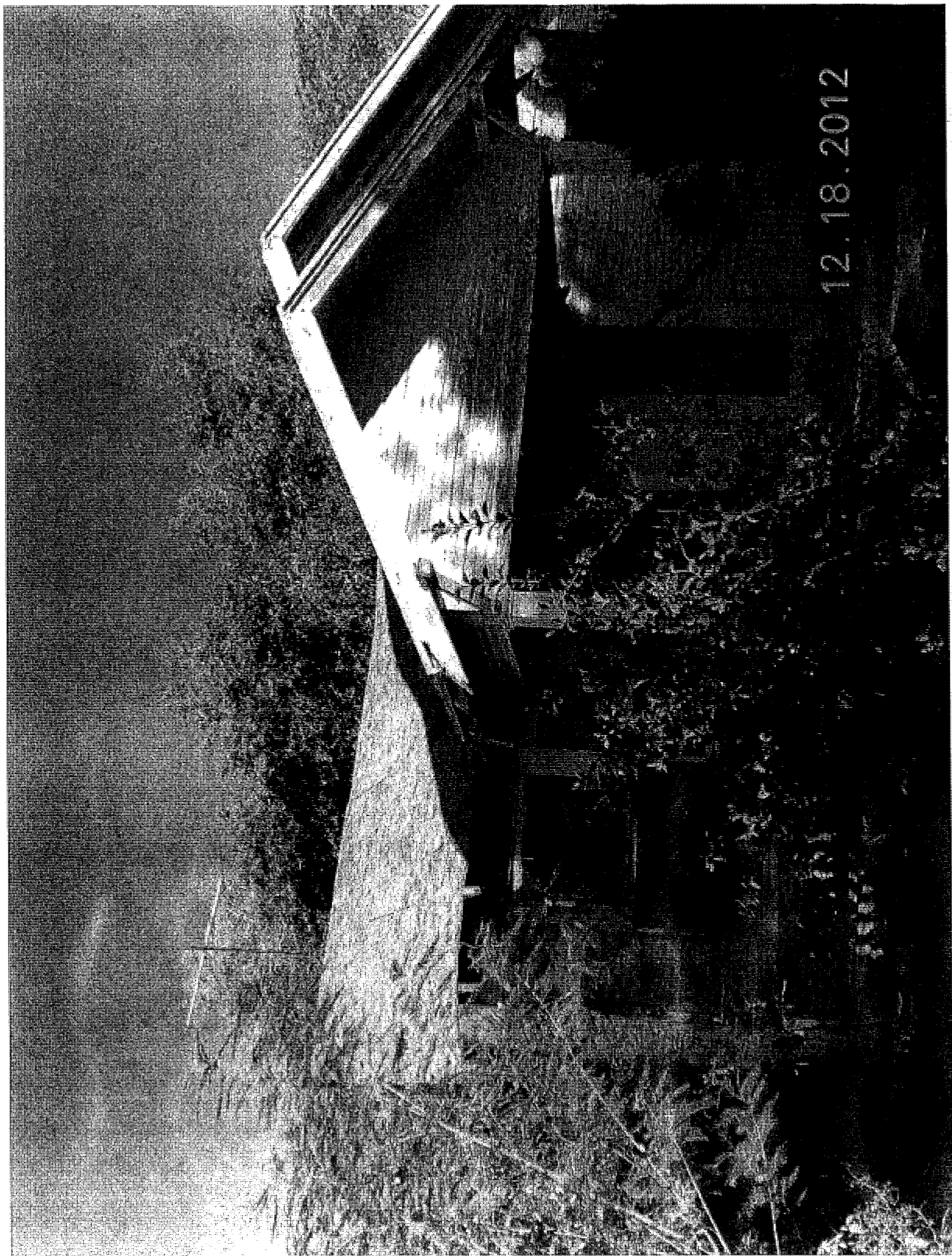
UNCLAIMED

*10/16/12*

1st NOTICE ☒ *1-6*  
2nd NOTICE ☒  
RETURNED ☒

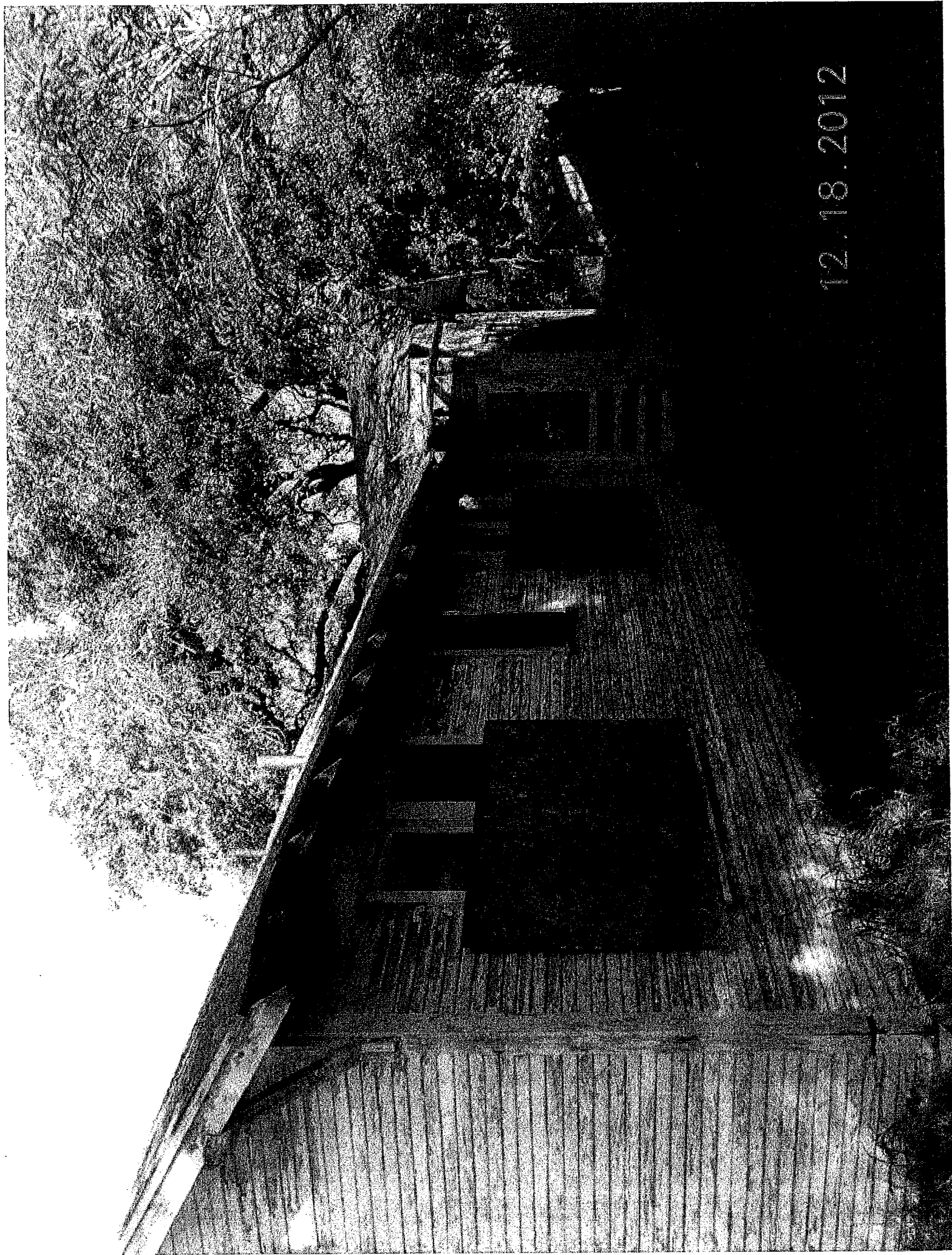
UNITED STATES POSTAGE  
02 1M  
0004247745  
MAILED FROM ZIP CODE 78363  
\$05.75  
PINEY BOWLS  
OCT 12 2012

*Carter Family Trust  
P.O. Box 3396  
Santa Clara, CA 95053  
112012*



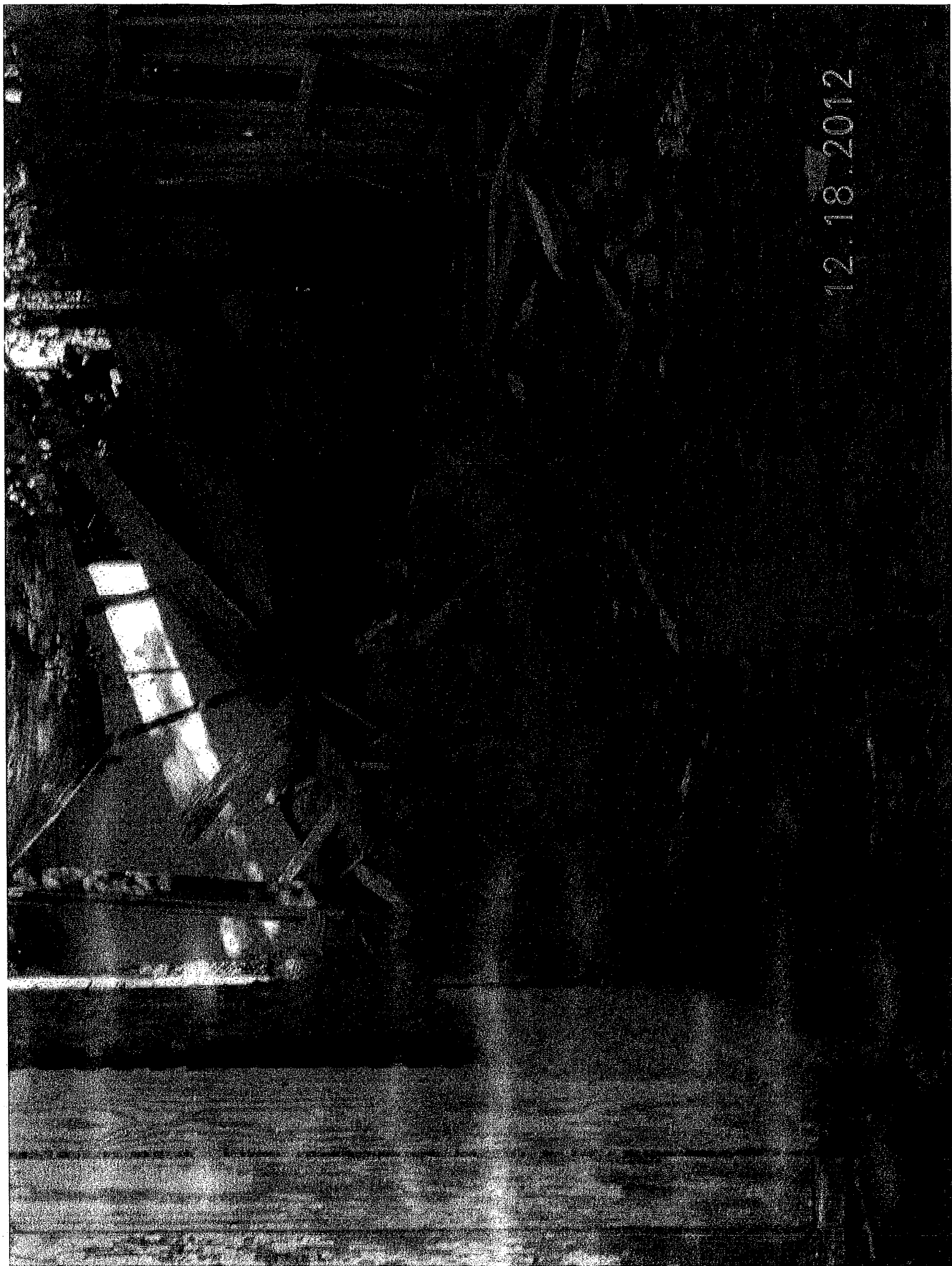
12.18.2012



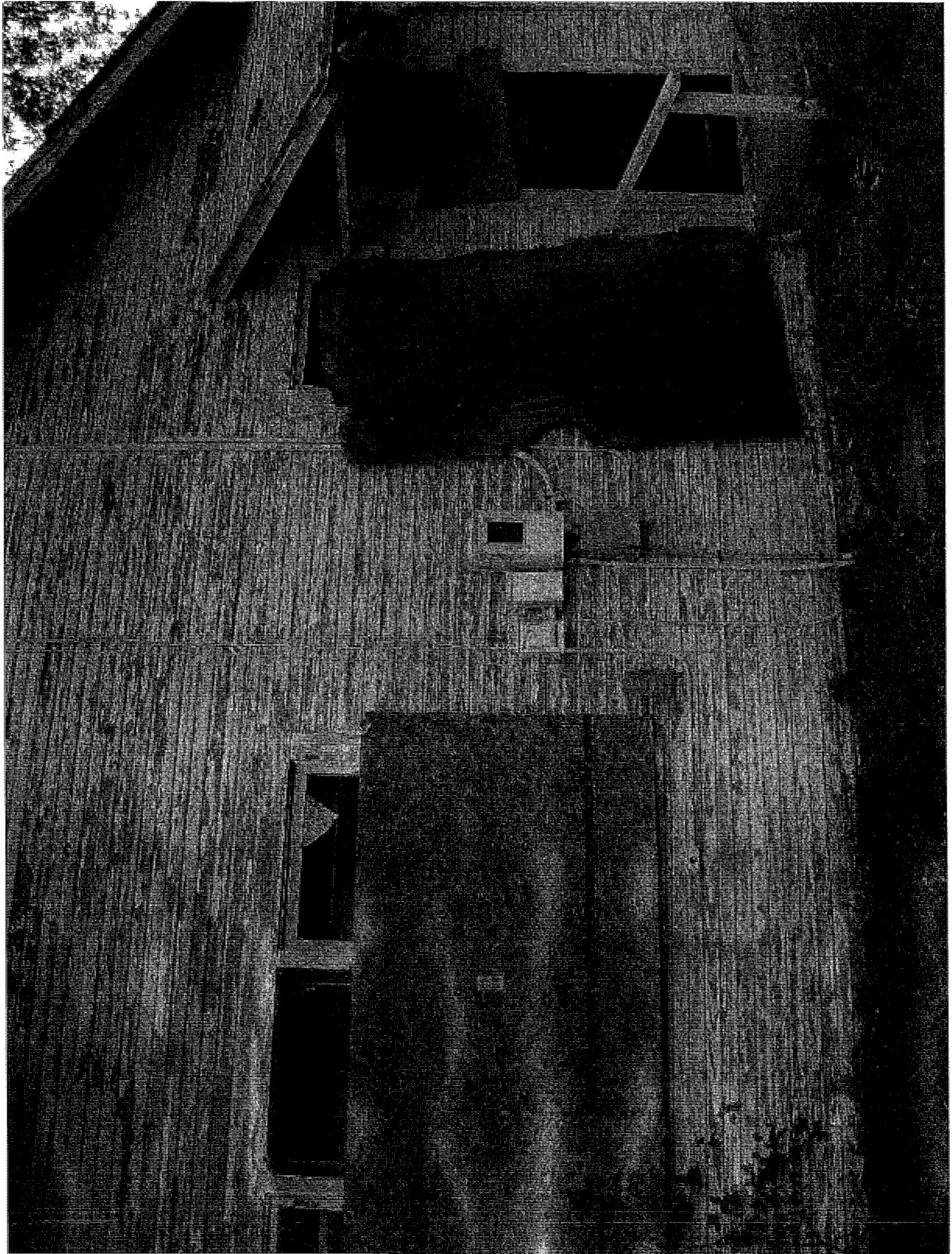


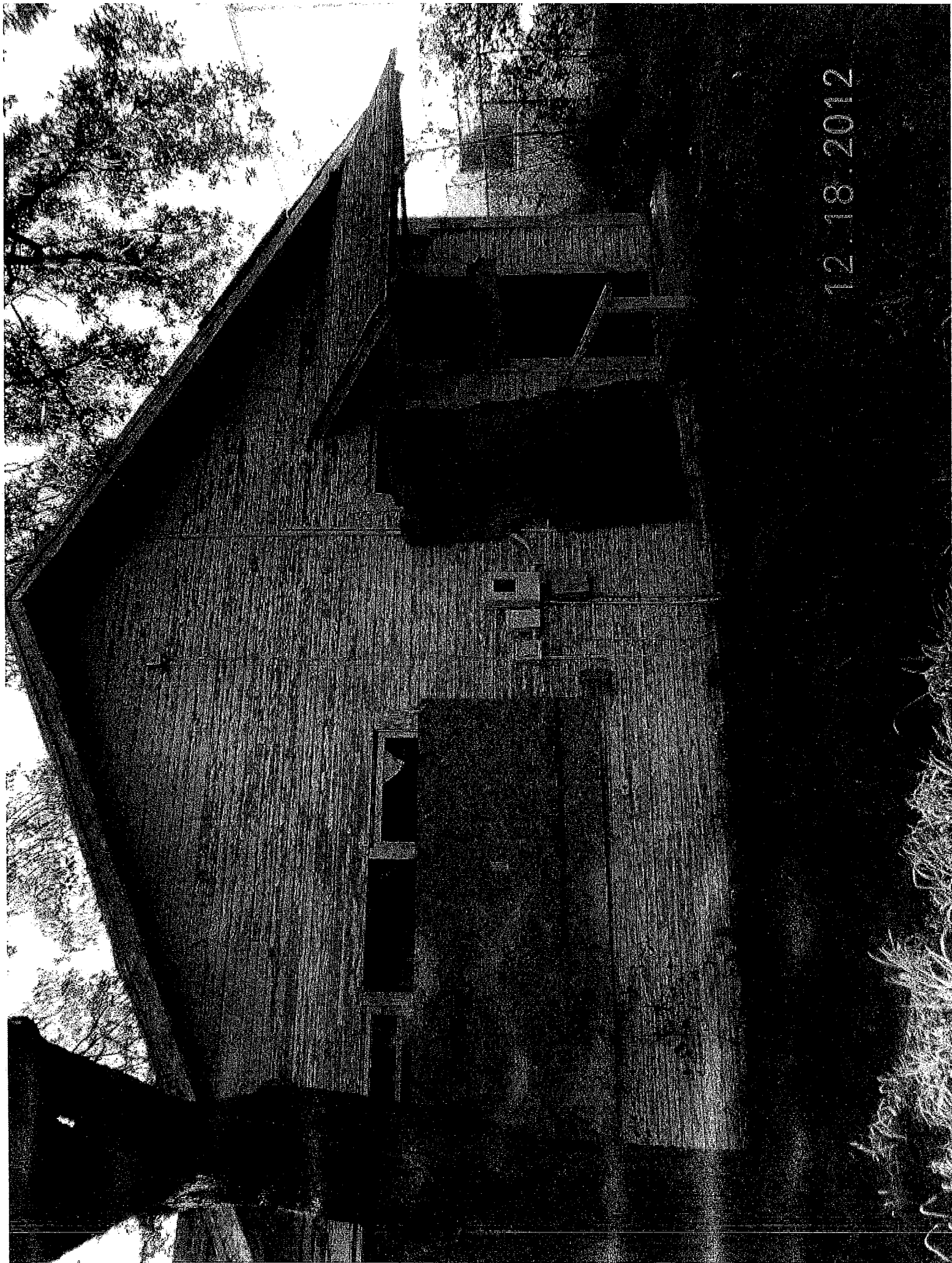
12.18.2012

12.18.2012

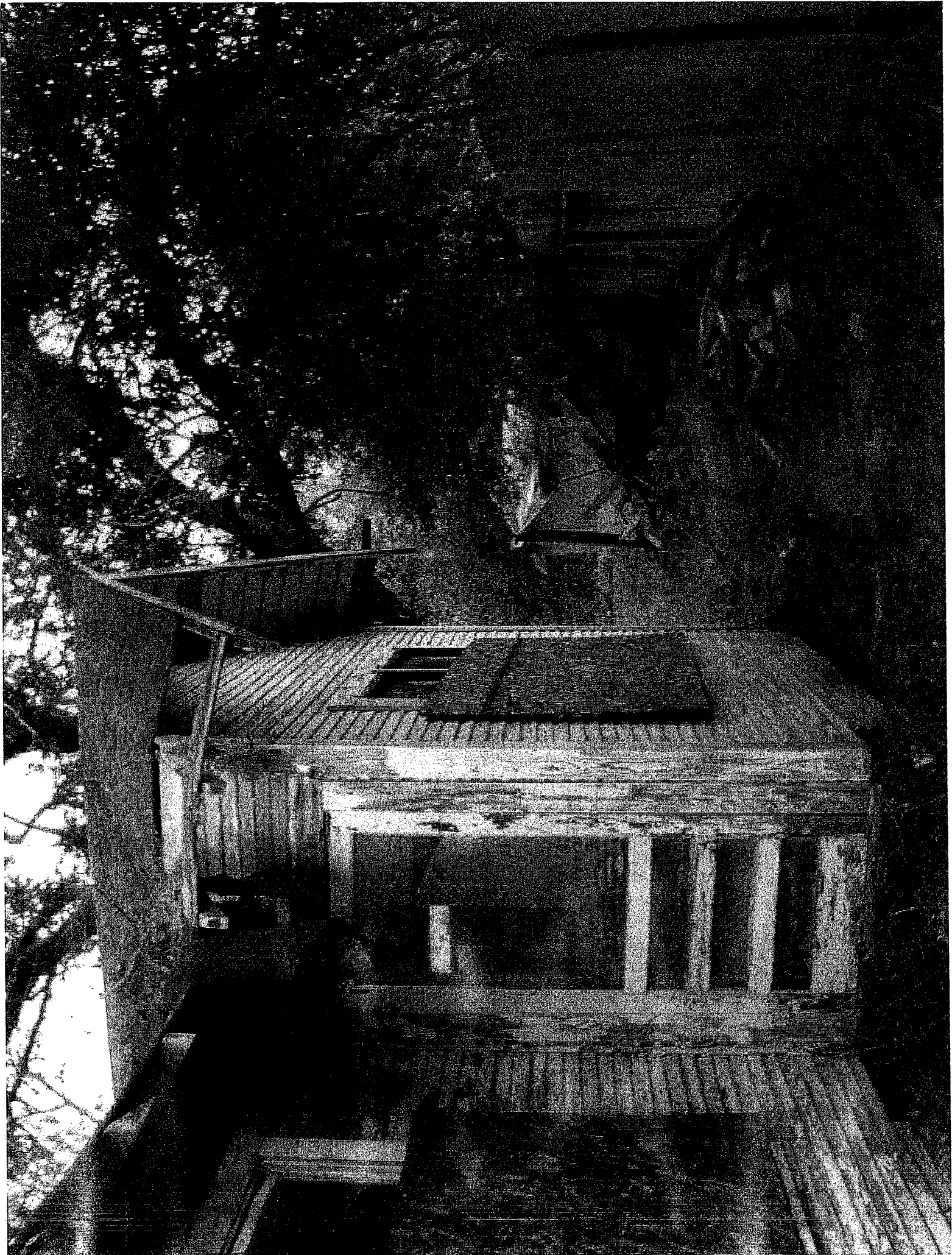








12.18.2012



# **AGENDA ITEM #6**



613 E. Ave C. CITY OF KINGSVILLE

9-27-12

ADDRESS <del>455 E. Ave C</del>	OWNER <i>Gaudalupé martínez</i>	INSPECTOR <i>Dan</i>					
LEGAL DESCRIPTION <i>Col Mex</i>	LOT <i>6,7</i>	BLOCK <i>12</i>					
OWNER INFO <i>Gaudalupé martínez 613 Ave C. Kingsville TX 78363</i>							
PROPERTY CONDITION REPORT							
	ACCEPTABLE			CONDITIONS			
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	Remedies
1. YARD CONDITION		X			X		
2. UTILITIES		X					
a. ELECTRICITY		X					
b. GAS		X					
c. WATER		X					
3. ROOF		X					
a. COVERING		X					
b. STRUCTURE		X					
4. WALLS		X					
a. EXTERIOR		X					
b. INTERIOR		X					
c. CEILINGS		X					
5. WINDOWS/ DOORS		X					
a. SECURED		X					
b. CONDITION		X					
6. FOUNDATION		X					
a. FLOORS		X					
7. PLUMBING		X					
8. ELECTRICAL		X					
CODES	ADDITIONAL CONCERNS						
B. broken							
M. missing							
D. dirty							
X. unacceptable							
Bd. Bedroom							
Bt. Bathroom							
Kt. Kitchen							
Lv. Livingroom							
Dn. Diningroom							
Ft. front							
Bk back							
Lf. Left							
Rt. Right							

613 E. AVE C.

CITY OF KINGSVILLE

12-20-12

ADDRESS	OWNER	INSPECTOR
LEGAL DESCRIPTION	LOT	BLOCK
OWNER INFO		

## PROPERTY CONDITION REPORT

	ACCEPTABLE			CONDITIONS			Remedies
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	
1. YARD CONDITION		X		X			clean up
2. UTILITIES		X					none
a. ELECTRICITY		X					
b. GAS		X					
c. WATER		X					
3. ROOF		X		X			dilapidated
a. COVERING		X		X			
b. STRUCTURE		X		X			
4. WALLS		X		X			dilapidated
a. EXTERIOR		X		X			
b. INTERIOR		X		X			
c. CEILINGS		X		X			
5. WINDOWS/ DOORS		X		X			need repair
a. SECURED		X		X			
b. CONDITION		X		X			
6. FOUNDATION		X		X			
a. FLOORS		X		X			
7. PLUMBING		X		X			
8. ELECTRICAL		X		X			

CODES	ADDITIONAL CONCERNS
B. broken	dilapidated walls
M. missing	
D. dirty	
X. unacceptable	unsecured doors, windows
Bd. Bedroom	
Bt. Bathroom	yard a real hazard
Kt. Kitchen	
Lv. Livingroom	
Dn. Diningroom	
Ft. front	
Bk back	
Lf. Left	
Rt. Right	

## **PUBLIC NOTICE**

The City Commission will meet on Monday, February 25, at 6:00 P.M. The following items are set for public hearing and discussion and / or action:

Request to condemn the unsafe structures located at:

**222 E HUISACHE**

~~**232 E FAIRVIEW**~~

**613 E AVE C**

**921 E YOAKUM**

**818 E RICHARD**

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.

The meeting will be held at City Hall, 200 E Kleberg, at the City Commission Chambers.

If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

DATE 01/07/2013

## STATEMENT OF ALL TAXES DUE

SD

MELISSA T DELAGARZA, RTA  
P O BOX 1457  
KINGSVILLE, TX 78364-1457  
(361) 595-8542

\*\*\*\*\*  
\* PROPERTY DESCRIPTION ACCT # 1-191-012-06000-192 \*  
\* COL MEX, BLOCK 12, LOT 6, 7 \*  
\* \*  
\* TOWN - LOCATION- 613 E C AVE \*  
\* ACRES - .160 \*  
\* LAND MKT VALUE 3000 IMPR/PERS MKT VALUE 1070 \*  
\* LAND AGR VALUE MKT. BEFORE EXEMPTS 4070 \*  
\* LIMITED TXBL. VALUE \*  
\* EXEMPTIONS GRANTED: NONE \*  
\*\*\*\*\*  
MARTINEZ GUADALUPE P  
613 E C AVE  
KINGSVILLE TX 78363-3917

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 2007	.15	.11	.05	.31
TAXES 2011	126.95	30.46	31.48	188.89
TAXES 2012	127.92	.00	.00	127.92
	255.02	30.57	31.53	317.12
				=====
				317.12
ACCT # 1-191-012-06000-192			TOTAL DUE 01/2013	327.62
			TOTAL DUE 02/2013	331.69
			TOTAL DUE 03/2013	335.77

\*\*\*\*\*  
\* BREAKDOWN OF TAX DUE BY JURISDICTION \*  
\* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL \*  
\* KLEBERG COUNTY 60.88 7.34 7.58 75.80 \*  
\* CITY OF KINGSVILLE 68.71 8.33 8.55 85.59 \*  
\* KINGSVILLE ISD 120.39 14.30 14.78 149.47 \*  
\* SOUTH TX WATER AUTH 5.04 .60 .62 6.26 \*  
\*\*\*\*\*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: 137 30.31 \*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: CITY 34.28 \*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: KISD 60.81 \*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: STWA 2.52 \*  
\* TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... 127.92 \*





# 2012 PRELIMINARY ROLL

## CKI - CITY OF KINGSVILLE

Geo ID Order

06/07/2012 08:22AM

Prop ID	Owner	% Legal Description	Values						
21903	18403	100.00 R Geo: 119101201000192	Effective Acres: 0.000000	Imp HS:	0	Market:	18,170		
YBARRA CHARLIE ANN		COL MEX, BLOCK 12, 1, 2, W/2 3		Imp NHS:	14,420	Prod Loss:	0		
4119 HAMMERLY DR				Land HS:	0	Appraised:	18,170		
DALLAS, TX 75212-1111				Land NHS:	3,750	Cap:	0		
		State Codes: A	Acres: 0.0000	Prod Use:	0	Assessed:	18,170		
		Situs: 601 E AVE C	Map ID:	Prod Mkt:	0	Exemptions:			
			Mtg Cd:						
			DBA:						
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax	
CKI	CITY OF KINGSVILLE			18,170	0	18,170	0.842200	153.03	
15089	13978	100.00 R Geo: 119101204000192	Effective Acres: 0.000000	Imp HS:	29,310	Market:	33,060		
RIOS ANDRES V		COL MEX, BLOCK 12, LOT E/2 3, 4, 5		Imp NHS:	0	Prod Loss:	0		
607 E C AVE				Land HS:	3,750	Appraised:	33,060		
KINGSVILLE, TX 78363-3917				Land NHS:	0	Cap:	0		
		State Codes: A	Acres: 0.0000	Prod Use:	0	Assessed:	33,060		
		Situs: 607 E AVE C	Map ID:	Prod Mkt:	0	Exemptions:	HS,OV65		
			Mtg Cd:						
			DBA:						
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax	
CKI	CITY OF KINGSVILLE			33,060	8,400	24,660	0.842200	207.69	
15859	14518	100.00 R Geo: 119101206000192	Effective Acres: 0.000000	Imp HS:	0	Market:	4,070		
MARTINEZ GUADALUPE P		COL MEX, BLOCK 12, LOT 6, 7		Imp NHS:	1,070	Prod Loss:	0		
613 E C AVE				Land HS:	0	Appraised:	4,070		
KINGSVILLE, TX 78363-3917				Land NHS:	3,000	Cap:	0		
		State Codes: A	Acres: 0.0000	Prod Use:	0	Assessed:	4,070		
		Situs: 613 E C AVE TX	Map ID:	Prod Mkt:	0	Exemptions:			
			Mtg Cd:						
			DBA:						
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax	
CKI	CITY OF KINGSVILLE			4,070	0	4,070	0.842200	34.28	
16613	57116	100.00 R Geo: 119101208000192	Effective Acres: 0.000000	Imp HS:	0	Market:	22,100		
LEIVA RAMON DANIEL		COL MEX, BLOCK 12, LOT 8, 9		Imp NHS:	19,100	Prod Loss:	0		
615 E AVE C				Land HS:	0	Appraised:	22,100		
KINGSVILLE, TX 78363-3917				Land NHS:	3,000	Cap:	0		
		State Codes: A	Acres: 0.0000	Prod Use:	0	Assessed:	22,100		
		Situs: 615 E AVE C	Map ID:	Prod Mkt:	0	Exemptions:			
			Mtg Cd:						
			DBA:						
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax	
CKI	CITY OF KINGSVILLE			22,100	0	22,100	0.842200	186.13	
17379	15426	100.00 R Geo: 119101210000192	Effective Acres: 0.000000	Imp HS:	0	Market:	3,000		
CHISOLM ARTHUR LEE		COL MEX, BLOCK 12, LOT 10, 11		Imp NHS:	0	Prod Loss:	0		
ETUX DELCIA				Land HS:	0	Appraised:	3,000		
613 E RAGLAND AVE				Land NHS:	3,000	Cap:	0		
KINGSVILLE, TX 78363-5719				Prod Use:	0	Assessed:	3,000		
		State Codes: C	Acres: 0.0000	Prod Mkt:	0	Exemptions:			
		Situs: 621 E AVE C	Map ID:						
			Mtg Cd:						
			DBA:						
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax	
CKI	CITY OF KINGSVILLE			3,000	0	3,000	0.842200	25.27	
18145	16071	100.00 R Geo: 119101212000192	Effective Acres: 0.000000	Imp HS:	0	Market:	4,500		
CAMPOS LEOBARDO EST		COL MEX, BLOCK 12, LOT 12-14		Imp NHS:	0	Prod Loss:	0		
% SERVANDO CAMPOS				Land HS:	0	Appraised:	4,500		
627 E C AVE				Land NHS:	4,500	Cap:	0		
KINGSVILLE, TX 78363-3917				Prod Use:	0	Assessed:	4,500		
		State Codes: A	Acres: 0.0000	Prod Mkt:	0	Exemptions:			
		Situs: 627 E AVE C	Map ID:						
			Mtg Cd:						
			DBA:						
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax	
CKI	CITY OF KINGSVILLE			4,500	0	4,500	0.842200	37.90	
11165	52592	100.00 R Geo: 119101215000192	Effective Acres: 0.000000	Imp HS:	0	Market:	29,850		
MARTINEZ DAVID		COL MEX, BLOCK 12, LOT 15, 16		Imp NHS:	26,850	Prod Loss:	0		
PO BOX 143				Land HS:	0	Appraised:	29,850		
BISHOP, TX 78343-0143				Land NHS:	3,000	Cap:	0		
		State Codes: A	Acres: 0.0000	Prod Use:	0	Assessed:	29,850		
		Situs: 631 E AVE C	Map ID:	Prod Mkt:	0	Exemptions:			
			Mtg Cd:						
			DBA:						
Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax	
CKI	CITY OF KINGSVILLE			29,850	0	29,850	0.842200	251.40	

MARKET VALUE	4,070
PRODUCTIVITY LOSS	0
APPRAISED VALUE	4,070

119101206000192

SKETCH for Improvement #1 (RESIDENTIAL)

RESIDENTIAL

12  
STN 18  
18 216  
12

Panel	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
I		$\frac{10}{10}$					
II			$\frac{11}{20}$	CPI	$\frac{20}{220}$		$\frac{11}{20}$
III	$\frac{10}{10}$		$\frac{30}{420}$	M4			$\frac{9}{96}$
IV	$\frac{6}{20}$					$\frac{16}{96}$	$\frac{16}{96}$

BUILDING PERMITS					
ISSUED	DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL
05/07/2009		REM	0	A	700

SALE DT	PRICE	GRANTOR	DEED INFO
*****	UNKNOWN	OT / /	

IMPROVEMENT INFORMATION										
BUILT	EFF YR	COND.	VALU	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
1950	1930		11,170	20%	50%	100%	100%	100%	0.10	1,120
1950	1930		11,120	20%	50%	100%	100%	100%	0.10	10
1950	1930		590	20%	50%	100%	100%	100%	0.10	60
1935	1930			20%	50%	100%	100%	100%	0.10	0
N			<u>11,880</u>						<u>0.90</u>	<u>1,070</u>

HomeSite: N

IMPROVEMENT FEATURES	
Foundation	1 FD6
Exterior Wall	1 EW1
Interior Finish	1 IN4
Roof Style	RT7, RM2
Flooring	1 FL3
Plumbing	1 1
	0

APPRAISAL VALUES ARE SUBJECT TO CHANGE

LAND INFORMATION				IRR Wells: 0	Capacity: 0	IRR Acres: 0
NIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPR
60.00	3,000	1.00	1.00	A	3,000	NO
					<u>3,000</u>	

Date Printed: 09/26/2012 08:41:41AM

True Automation, Inc.

## CONDEMNATION CHECKLIST

Property Address: 613 E Ave C Phone: \_\_\_\_\_  
 Property Owner: Guadalupe P Martinez Phone: \_\_\_\_\_  
 Owner's Address: 613 E Ave C Fax: \_\_\_\_\_  
Kingsville TX 78363

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/> <u>9-27-12</u>	<u>9-27-12</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>9-27-12</u>	<u>9-27-12</u>	2. Inspect Property. (Building Official)
		<input type="checkbox"/> a. Prepare inspection report.
		<input type="checkbox"/> b. Photograph property.
<input type="checkbox"/> <u>9-27-12</u>	<u>9-27-12</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>9-27-12</u>	<u>9-27-12</u>	4. Obtain legal description.
<input type="checkbox"/> <u>9-27-12</u>	<u>9-27-12</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>9-27-12</u>	<u>9-27-12</u>	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<input type="checkbox"/> _____	_____	7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> _____	_____	8. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
		<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
<input type="checkbox"/> _____	_____	1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> _____	_____	9. Post sign on property advising date the City Council will consider condemnation of structure.

☐ \_\_\_\_\_

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Council will consider condemnation of structure.

11. Within the Historical District. Meeting date to be heard by the Historical Development Board.

12. Photograph posted sign with date stamp.

13. Prepare information packet for each City Council member, plus one each for City Manager, City Attorney & City Secretary consisting of

☐ a. Location Map

☐ b. Photographs of the structure with date stamp

☐ c. Inspection report

☐ d. Pre-condemnation notice

☐ e. Condemnation resolution

14. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.

15. City Council adopts condemnation resolution.

16. File Notice of Condemnation with the County Clerk.

17. Send owner(s) & other vested interests the following:

☐ a. Copy of the City Council resolution.

☐ b. 45-day order to demolish

18. Post 45-day Order to Demolish on structure.

☐ a. Take photo with date stamp

19. Evaluate status of owner's action on 46<sup>th</sup> day after Order of Demolition was issued. If no action taken by owner, proceed with demolition.

20. Photograph posted notice with date stamp.

21. Notify utility companies to disconnect & remove services from structure for safe demolition.

22. Issue Notice to Proceed to Public Works Director and Demolition Crew.

23. Prepare demolition cost statement consisting of:

☐ a. Mailing fees

☐ b. Publication fees



22. Send a letter & cost statement to the

Collections Department so they can send out bill.

Make copy of documents and send to the City

Attorney requesting a lien to be place on the  
property.

# CITY OF KINGSVILLE



P. O. BOX 1458 – KINGSVILLE, TEXAS 78364

September 27, 2012

GUADALUPE P MARTINEZ  
613 E AVE C  
KINGSVILLE, TX 78363

**Re: COL MEX, BLOCK 12, LOT 6, 7                      613 E AVE C**

Dear Sir or Madam:

It has been determined that the structure at 613 E AVE C is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

## **§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.**

(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.

(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:

(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.

(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THESE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM RECEIPT THIS LETTER.

WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a case will be processed through Municipal Court. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate condemned structure.

If you need further information, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,

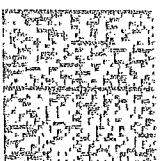
  
Daniel Ramirez  
Building Official





7011 0110 0000 4433 0874

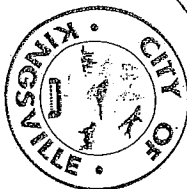
CAS 78364



UNITED STATES POSTAGE  
0.21M  
000424745  
MAILED FROM ZIP CODE 78363  
\$05.750  
SEP 26 2012

*Madalene P. Martinez*  
*613 E. Ave C*  
*Waco, TX 78363*

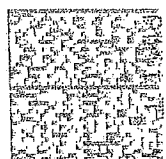
NIXIE  
7837 CO. 3 SENDER 01 10/26/12  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
2043-00003-25-12



CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

COMPLUS CHRISTI TOWNSHIP  
NIO GRANDE DISTRICT  
28 SEP 2012

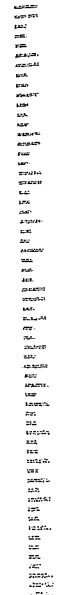


02 1M  
000424745  
MAILED FROM ZIP CODE 78363  
\$00.450  
SEP 26 2012

*Madalene P. Martinez*  
*613 E. Ave C*  
*Waco, TX 78363*

NIXIE  
7837 CO. 3 SENDER 00 10/04/12  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD  
0488-11143-25-32  
SC: 78364145858

7836383917  
78364@1458



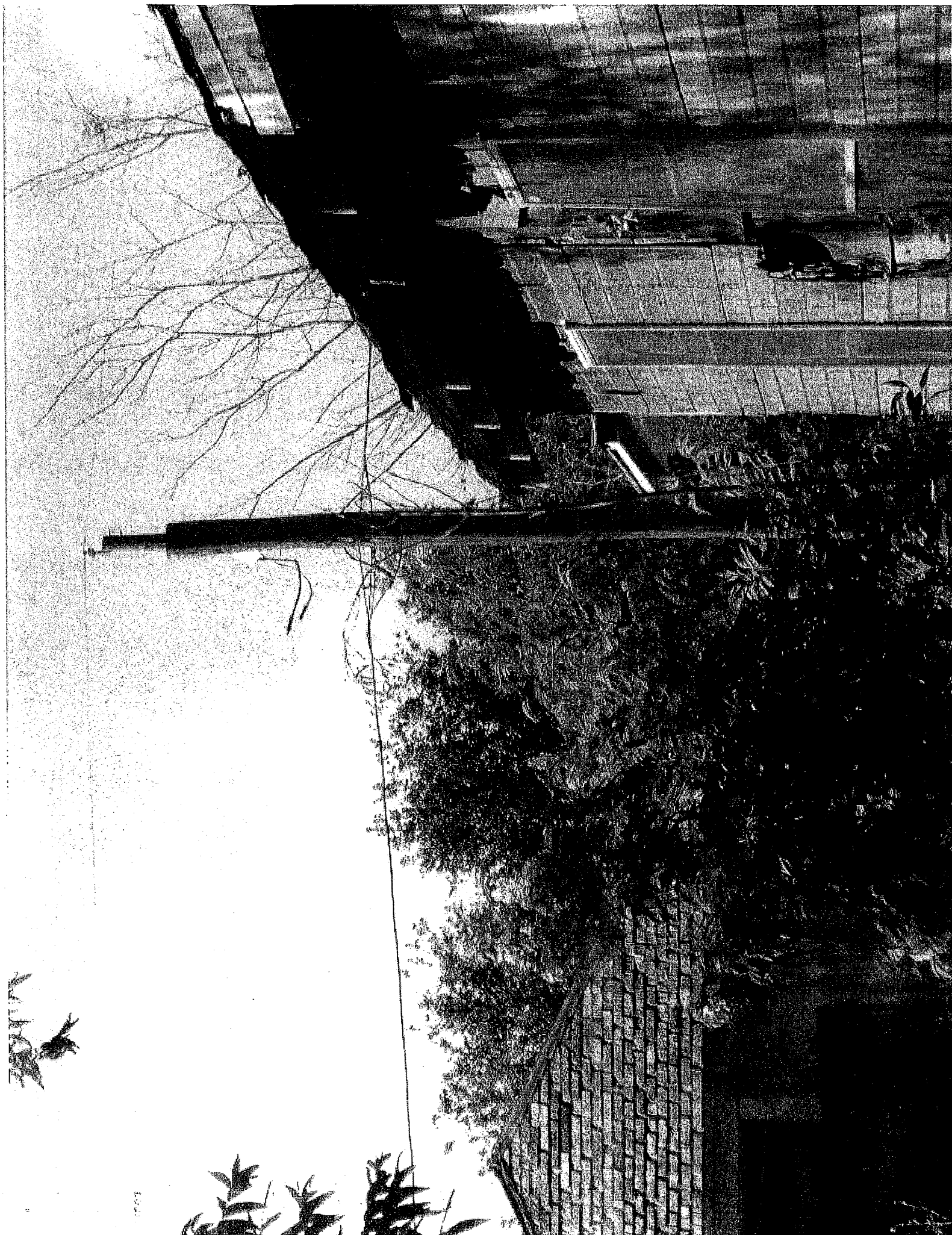












# **AGENDA ITEM #7**



## CITY OF KINGSVILLE

10-8-12

ADDRESS	921 E. Yoa Kum			OWNER	Arita Sanchez			INSPECTOR	Daniel		
LEGAL DESCRIPTION	6th			LOT	11, 12			BLOCK	13		
OWNER INFO	Arita Sanchez 1802 Hawthorn Dr - CC TX. 78404-4024										
PROPERTY CONDITION REPORT											
	ACCEPTABLE						CONDITIONS				
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	Remedies				
1. YARD CONDITION		X			X						
2. UTILITIES		X		X							
a. ELECTRICITY		X		X							
b. GAS		X		X							
c. WATER		X		X							
3. ROOF		X		X							
a. COVERING		X		X							
b. STRUCTURE		X		X							
4. WALLS		X			X						
a. EXTERIOR		X			X						
b. INTERIOR		X			X						
c. CEILINGS		X			X						
5. WINDOWS/ DOORS		X		X							
a. SECURED		X		X							
b. CONDITION		X		X							
6. FOUNDATION		X		X							
a. FLOORS		X		X							
7. PLUMBING		X		X							
8. ELECTRICAL		X		X							
CODES	ADDITIONAL CONCERNS										
B. broken											
M. missing											
D. dirty											
X. unacceptable											
Bd. Bedroom											
Bt. Bathroom											
Kt. Kitchen											
Lv. Livingroom											
Dn. Diningroom											
Ft. front											
Bk back											
Lf. Left											
Rt. Right											



## **PUBLIC NOTICE**

The City Commission will meet on Monday, February 25, at 6:00 P.M. The following items are set for public hearing and discussion and / or action:

Request to condemn the unsafe structures located at:

**222 E HUISACHE**

~~**232 E FAIRVIEW**~~

**613 E AVE C**

**921 E YOAKUM**

~~**818 E RICHARD**~~

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.

The meeting will be held at City Hall, 200 E Kleberg, at the City Commission Chambers.

If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

DATE 01/07/2013

## STATEMENT OF ALL TAXES DUE

SD

MELISSA T DELAGARZA, RTA  
P O BOX 1457  
KINGSVILLE, TX 78364-1457  
(361) 595-8542

\*\*\*\*\*  
\* PROPERTY DESCRIPTION ACCT # 1-008-013-11000-192 \*  
\* 6TH, BLOCK 13, LOT 11, 12 \*  
\* \*  
\* TOWN - LOCATION- 921 E YOAKUM \*  
\* ACRES - .160 \*  
\* LAND MKT VALUE 4000 IMPR/PERS MKT VALUE 5560 \*  
\* LAND AGR VALUE MKT. BEFORE EXEMPTS 9560 \*  
\* LIMITED TXBL. VALUE 9560 \*  
\* EXEMPTIONS GRANTED: H S \*  
\* (REMOVAL OF EXEMPTIONS MAY RESULT IN ADDITIONAL TAXES DUE) \*  
\*\*\*\*\*  
\* SANCHEZ ANITA CANAS \*  
\* 1802 HAWTHORNE DR \*  
\* CORPUS CHRISTI TX 78404-4024 \*

	LEVY	P & I	ATTY FEES	AMT DUE
TAXES 2012	9.77	.00	.00	9.77
	9.77	.00	.00	9.77
				=====
				9.77
ACCT # 1-008-013-11000-192			TOTAL DUE 01/2013	10.46
			TOTAL DUE 02/2013	10.65
			TOTAL DUE 03/2013	10.84
			TOTAL DUE 04/2013	

\*\*\*\*\*  
\* BREAKDOWN OF TAX DUE BY JURISDICTION \*  
\* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL \*  
\* KLEBERG COUNTY .00 .00 .00 .00 \*  
\* CITY OF KINGSVILLE 9.77 .00 .00 9.77 \*  
\* KINGSVILLE ISD .00 .00 .00 .00 \*  
\* SOUTH TX WATER AUTH .00 .00 .00 .00 \*  
\*\*\*\*\*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: CITY 9.77 \*  
\* TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... 9.77 \*



# 2012 PRELIMINARY ROLL

## CKI - CITY OF KINGSVILLE

Geo ID Order

06/07/2012 08:19AM

Prop ID	Owner	% Legal Description	Values						
18583	16354	100.00 R	Geo: 100801303000192	Effective Acres: 0.000000	Imp HS: 18,710	Market: 24,710			
VELASQUEZ ROBERTO M			6TH, BLOCK 13, LOT 3-5		Imp NHS: 0	Prod Loss: 0			
903 E YOAKUM AVE					Land HS: 6,000	Appraised: 24,710			
KINGSVILLE, TX 78363-4669				Acres: 0.0000	Land NHS: 0	Cap: 0			
			State Codes: A	Map ID: PLAT	Prod Use: 0	Assessed: 24,710			
			Situs: 903 E YOAKUM	Mtg Cd: DBA:	Prod Mkt: 0	Exemptions: HS,OV65			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				24,710	8,400	16,310	0.842200	137.36
28741	30656	100.00 R	Geo: 100801306002192	Effective Acres: 0.000000	Imp HS: 27,290	Market: 31,290			
FLORES ROEL			6TH, BLOCK 13, LOT 6, 7		Imp NHS: 0	Prod Loss: 0			
ETUX JACKIE					Land HS: 2,000	Appraised: 31,290			
PO BOX 602				Acres: 0.0000	Land NHS: 2,000	Cap: 0			
KINGSVILLE, TX 78364-0602			State Codes: A,C	Map ID:	Prod Use: 0	Assessed: 31,290			
			Situs: 913 E YOAKUM 1/2 TX	Mtg Cd: DBA:	Prod Mkt: 0	Exemptions: HS			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				31,290	0	31,290	0.842200	263.52
20132	42631	100.00 R	Geo: 100801307000192	Effective Acres: 0.000000	Imp HS: 0	Market: 5,490			
FLORES MANUELA G EST			6TH, BLOCK 13, LOT 7, (IMP ONLY)		Imp NHS: 5,490	Prod Loss: 0			
913 E YOAKUM AVE					Land HS: 0	Appraised: 5,490			
KINGSVILLE, TX 78363-4669				Acres: 0.0000	Land NHS: 0	Cap: 0			
			State Codes: A	Map ID: PLAT	Prod Use: 0	Assessed: 5,490			
			Situs: 913 E YOAKUM	Mtg Cd: DBA:	Prod Mkt: 0	Exemptions:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				5,490	0	5,490	0.842200	46.24
12437	47994	100.00 R	Geo: 100801308000192	Effective Acres: 0.000000	Imp HS: 0	Market: 2,250			
AYALA JOHNNY			6TH, BLOCK 13, LOT 8		Imp NHS: 250	Prod Loss: 0			
82 E CLIFF ST					Land HS: 0	Appraised: 2,250			
APT #10				Acres: 0.0000	Land NHS: 2,000	Cap: 0			
SOMERVILLE, NJ 08876-1929			State Codes: A	Map ID: PLAT	Prod Use: 0	Assessed: 2,250			
			Situs: 915 E YOAKUM	Mtg Cd: DBA:	Prod Mkt: 0	Exemptions:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				2,250	0	2,250	0.842200	18.95
20918	17812	100.00 R	Geo: 100801309000192	Effective Acres: 0.000000	Imp HS: 0	Market: 4,000			
RAMOS EMILIA EST			6TH, BLOCK 13, LOT 9, 10		Imp NHS: 0	Prod Loss: 0			
% ARMENIA R ALVAREZ					Land HS: 0	Appraised: 4,000			
4537 COSNER DR				Acres: 0.0000	Land NHS: 4,000	Cap: 0			
CORPUS CHRISTI, TX 78415-28			State Codes: C	Map ID: PLAT	Prod Use: 0	Assessed: 4,000			
			Situs: 917 E YOAKUM	Mtg Cd: DBA:	Prod Mkt: 0	Exemptions:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				4,000	0	4,000	0.842200	33.69
21678	18273	100.00 R	Geo: 100801311000192	Effective Acres: 0.000000	Imp HS: 5,560	Market: 9,560			
SANCHEZ ANITA CANAS			6TH, BLOCK 13, LOT 11, 12		Imp NHS: 0	Prod Loss: 0			
1802 HAWTHORNE DR					Land HS: 4,000	Appraised: 9,560			
CORPUS CHRISTI, TX 78404-40				Acres: 0.0000	Land NHS: 0	Cap: 0			
			State Codes: A	Map ID: PLAT	Prod Use: 0	Assessed: 9,560			
			Situs: 921 E YOAKUM	Mtg Cd: DBA:	Prod Mkt: 0	Exemptions: HS,OV65			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				9,560	8,400	1,160	0.842200	9.77
23201	53518	100.00 R	Geo: 100801313005192	Effective Acres: 0.000000	Imp HS: 0	Market: 57,240			
DE LOS SANTOS ALMA			6TH, BLOCK 13, LOT 13, 14, 15, 16		Imp NHS: 22,240	Prod Loss: 0			
2003 CARLA ST					Land HS: 0	Appraised: 57,240			
ZAPATA, TX 78076-2928				Acres: 0.0000	Land NHS: 35,000	Cap: 0			
			State Codes: F1	Map ID: PLAT	Prod Use: 0	Assessed: 57,240			
			Situs: 115 N 14TH ST TX	Mtg Cd: DBA:	Prod Mkt: 0	Exemptions:			
Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				57,240	0	57,240	0.842200	482.08

## CONDEMNATION CHECKLIST

Property Address: 9212 Yoakum Phone: \_\_\_\_\_  
 Property Owner: Anita Claus Sanchez Phone: \_\_\_\_\_  
 Owner's Address: 1802 Hawthorne Dr Fax: \_\_\_\_\_  
Corpus Christi, Tx 78404

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/> <u>10-8-12</u>	<u>10-8-12</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>10-8-12</u>	<u>10-8-12</u>	2. Inspect Property. (Building Official)
		<input type="checkbox"/> a. Prepare inspection report.
		<input type="checkbox"/> b. Photograph property.
<input type="checkbox"/> <u>10-8-12</u>	<u>10-8-12</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>10-8-12</u>	<u>10-8-12</u>	4. Obtain legal description.
<input type="checkbox"/> <u>10-8-12</u>	<u>10-8-12</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>10-8-12</u>	<u>10-8-12</u>	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<input type="checkbox"/> _____	_____	7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> _____	_____	8. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
		<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
<input type="checkbox"/> _____	_____	1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> _____	_____	9. Post sign on property advising date the City Council will consider condemnation of structure.

Council will consider condemnation of structure.

☐ \_\_\_\_\_

11. Within the Historical District. Meeting date to be heard by the Historical Development Board.

☐ \_\_\_\_\_

12. Photograph posted sign with date stamp.

☐ \_\_\_\_\_

13. Prepare information packet for each City Council member, plus one each for City Manager, City Attorney & City Secretary consisting of

☐ a. Location Map

☐ b. Photographs of the structure with date stamp

☐ c. Inspection report

☐ d. Pre-condemnation notice

☐ e. Condemnation resolution

☐ \_\_\_\_\_

14. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.

☐ \_\_\_\_\_

15. City Council adopts condemnation resolution.

☐ \_\_\_\_\_

16. File Notice of Condemnation with the County Clerk.

☐ \_\_\_\_\_

17. Send owner(s) & other vested interests the following:

☐ a. Copy of the City Council resolution.

☐ b. 45-day order to demolish

☐ \_\_\_\_\_

18. Post 45-day Order to Demolish on structure.

☐ a. Take photo with date stamp

☐ \_\_\_\_\_

19. Evaluate status of owner's action on 46<sup>th</sup> day after Order of Demolition was issued. If no action taken by owner, proceed with demolition.

☐ \_\_\_\_\_

20. Photograph posted notice with date stamp.

☐ \_\_\_\_\_

21. Notify utility companies to disconnect & remove services from structure for safe demolition.

☐ \_\_\_\_\_

22. Issue Notice to Proceed to Public Works Director and Demolition Crew.

☐ \_\_\_\_\_

23. Prepare demolition cost statement consisting of:

☐ a. Mailing fees

☐ b. Publication fees



22. Send a letter & cost statement to the

Collections Department so they can send out bill.

Make copy of documents and send to the City

Attorney requesting a lien to be place on the  
property.

# CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



October 8, 2012

ANITA CANAS SANCHEZ  
1802 HAWTHORNE DR  
CORPUS CHRISTI, TX 78404

Re: 6<sup>TH</sup>, BLOCK 13, LOT 11, 12

921 E YOAKUM

Dear Sir or Madam:

It has been determined that the structure at 921 E YOAKUM is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

## **§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.**

(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.

(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:

(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.

(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.



(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THESE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM RECEIPT THIS LETTER.

WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a case will be processed through Municipal Court. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate condemned structure.

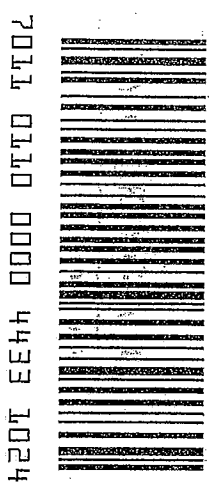
If you need further information, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,

  
Daniel Ramirez  
Building Official



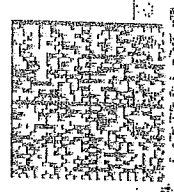
110312



7011 0110 0000 4433 1024

AS 78364

CORPUS CHRISTI TX 784  
RIO GRANDE DISTRICT



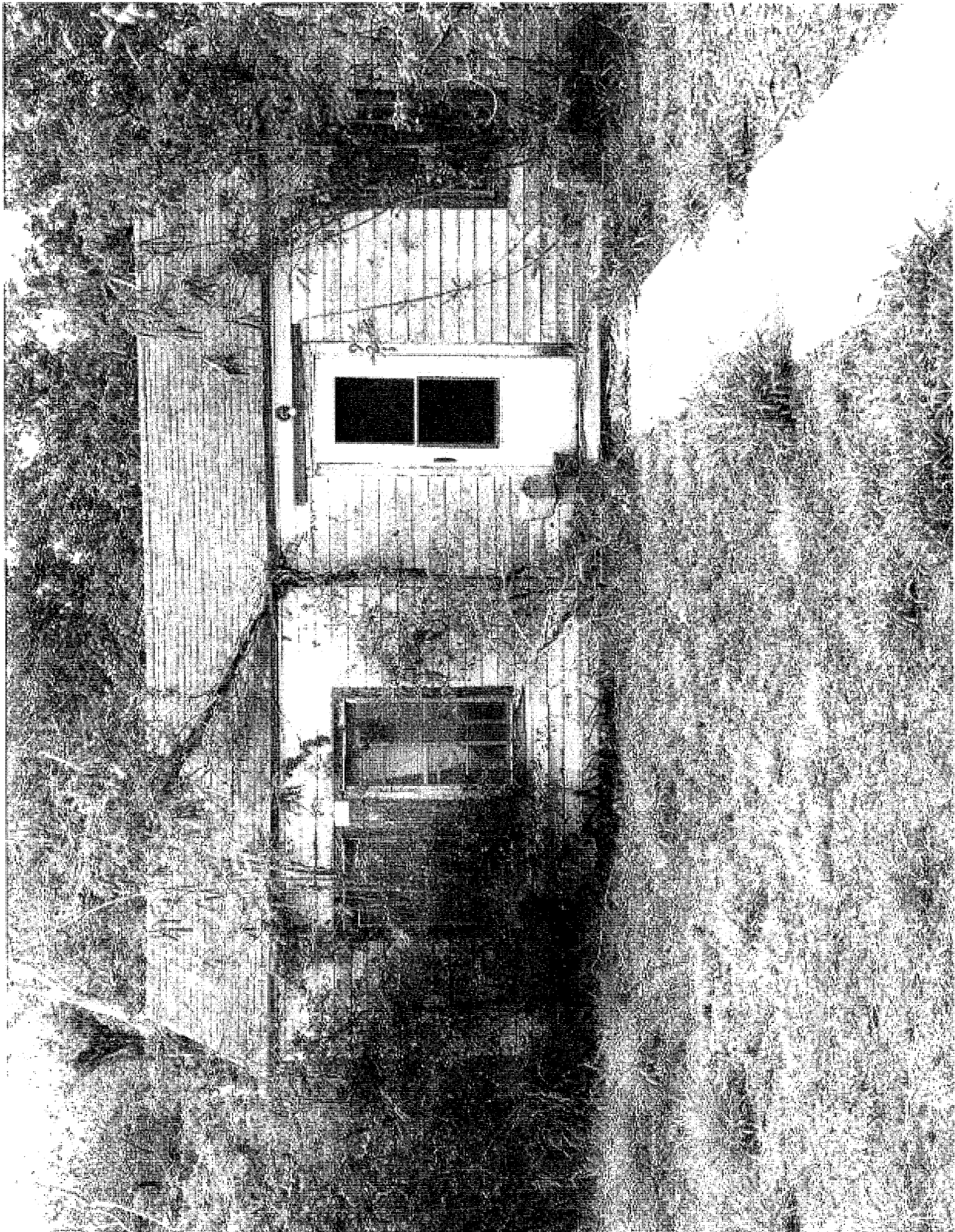
02 1M  
0004247745 OCT09 2012  
\$05.75  
MAILED FROM ZIP CODE 78363

✓ 10-10-12  
10-17-12  
10-25-12  
10-27-12

Antia Clara Sanchez  
1811 Hawthorne Dr  
78404

NIXIE 782 451 SENDER 01 10/29/12  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD  
#NXXR-00024-09-42

7840484024













# **AGENDA ITEM #8**

address <b>B 13 E Richard</b>		owner		date of inspctn	
inspector		type of insp		type of building	
<b>B=broken</b>		<b>P= pictures</b>		<b>R= needs repair</b>	
<b>M= missing</b>		<b>D= dirty</b>		<b>A= abandoned,dilapidated</b>	
<b>X=unacceptatle</b>		<b>H= hazard</b>		<b>I= incomplete</b>	
				<b>V= over grown</b>	
				<b>O= out dated</b>	
				<b>N= need repairs</b>	
<b>EXTERIOR</b>		<b>BATHROOM</b>		other rm rt/ctr/lft ft/ctr/rr	
fence <b>YES</b>		present			lits/plgs
yard <b>VHDX</b>		electricity			elec hzrds
foundation <b>XB</b>		elec hazds			security
skirt <b>BH</b>		security			windows
walls <b>BXHA</b>		windows			ceiling
roof <b>BXHA</b>		ceiling			walls
ft door <b>X</b>		walls			floors
bk door <b>X</b>		floors			smk detectr
secured <b>X</b>		commode			other rm rt/ctr/lft ft/ctr/rr
windows <b>X</b>		lavatory			lits/plgs
stairs <b>N</b>		tub/shower			elec hzrds
porches <b>B</b>		ventilation			security
electric <b>XHO</b>		Bedroom 1	rt/ctr/ft	ft/ctr/rr	windows
plumbing <b>XHO</b>		lits/plgs			ceiling
gas <b>X</b>		elec hzrds			walls
trees <b>XHV</b>		security			floors
sidewalk <b>mx</b>		windows			smk detectr
parking <b>mx</b>		ceiling			<b>HEATER</b> <b>O</b>
<b>LIVN RM</b>		walls			<b>WTR HTR</b> <b>XOH</b>
present		floors			<b>VENTILATION</b> <b>BX</b>
electric		smk detectr			<b>COOLING</b> <b>mx</b>
elec hzrds		Bedroom 2	rt/ctr/lft	ft/ctr/rr	<b>PLUMBING</b> <b>O</b>
secured		lits/plgs			<b>SEWER TAP</b> <b>m</b>
windows		elec hzrds			<b>WATER TAP</b> <b>m</b>
ceiling		security			<b>ACCESS TO UNIT</b> <b>X</b>
walls		windows			<b>FIRE EXITS</b> <b>X</b>
floor		ceiling			<b>INFESTATION</b>
<b>KITCHEN</b>		walls			<b>GARBAGE</b> <b>D</b>
present		floors			<b>DEBRIS</b> <b>D</b>
electricity		smk detectr			<b>REFUSE DISPOSAL</b>
elec hzrds		Bedroom 3	rt/ctr/lft	ft/ctr/rr	<b>INTERIOR</b> <b>N</b>
secured		lits/plgs			<b>HALLS</b> <b>N</b>
windows		elec hzrds			<b>STAIRS</b> <b>N</b>
ceiling		security			<b>INTR HZRDS</b> <b>N</b>
walls		windows			<b>AIR QLTY</b> <b>D</b>
floor		ceiling			
stove		walls			
refrigerator		floors			
sink		smk detectr			



## CITY OF KINGSVILLE

10-10-12

ADDRESS	818 E. Richard			OWNER	mateo Canales			INSPECTOR	Daniel		
LEGAL DESCRIPTION	Geo			LOT	23, 24			BLOCK	17		
OWNER INFO	mateo Canales Box 568 Kingsville TX. 78363										
PROPERTY CONDITION REPORT											
	ACCEPTABLE						CONDITIONS				
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	Remedies				
1. YARD		X			X						
CONDITION		X			X						
2. UTILITIES		X			X						
a. ELECTRICITY		X			X						
b. GAS		X			X						
c. WATER		X			X						
3. ROOF		X			X						
a. COVERING		X			X						
b. STRUCTURE		X			X						
4. WALLS		X			X						
a. EXTERIOR		X			X						
b. INTERIOR		X			X						
c. CEILINGS		X			X						
5. WINDOWS/DOORS		X			X						
a. SECURED		X			X						
b. CONDITION		X			X						
6. FOUNDATION		X			X						
a. FLOORS		X			X						
7. PLUMBING		X			X						
8. ELECTRICAL		X									
CODES	ADDITIONAL CONCERNS										
B. broken											
M. missing											
D. dirty											
X. unacceptable											
Bd. Bedroom											
Bt. Bathroom											
Kt. Kitchen											
Lv. Livingroom											
Dn. Diningroom											
Ft. front											
Bk back											
Lf. Left											
Rt. Right											

## CITY OF KINGSVILLE

11-27-12

ADDRESS	818 E Richard		OWNER	Mateo Canales		INSPECTOR	Daniel	
LEGAL DESCRIPTION	3 <sup>rd</sup>		LOT	23, 24		BLOCK	17	
OWNER INFO	Mateo Canales P.O. 568 Kingsville, Texas 78323							
PROPERTY CONDITION REPORT								
	ACCEPTABLE			CONDITIONS				
	YES	NO	NOT/APP	UNSAFE	SEVERE	HAZARD	Remedies	
1. YARD CONDITION		X				X		
2. UTILITIES		X						
a. ELECTRICITY		X						
b. GAS		X						
c. WATER		X						
3. ROOF		X						
a. COVERING		X						
b. STRUCTURE		X						
4. WALLS		X						
a. EXTERIOR		X						
b. INTERIOR		X						
c. CEILINGS		X						
5. WINDOWS/ DOORS		X						
a. SECURED		X						
b. CONDITION		X						
6. FOUNDATION		X						
a. FLOORS		X						
7. PLUMBING		X						
8. ELECTRICAL		X						
CODES	ADDITIONAL CONCERNS							
B. broken								
M. missing								
D. dirty								
X. unacceptable								
Bd. Bedroom								
Bt. Bathroom								
Kt. Kitchen								
Lv. Livingroom								
Dn. Diningroom								
Ft. front								
Bk back								
Lf. Left								
Rt. Right								

## **PUBLIC NOTICE**

The City Commission will meet on Monday, February 25, at 6:00 P.M. The following items are set for public hearing and discussion and / or action:

Request to condemn the unsafe structures located at:

**222 E HUISACHE**

~~**232 E FAIRVIEW**~~

**613 E AVE C**

**921 E YOAKUM**

**818 E RICHARD**

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.

The meeting will be held at City Hall, 200 E Kleberg, at the City Commission Chambers.

If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

DATE 01/07/2013

SD

## STATEMENT OF ALL TAXES DUE

MELISSA T DELAGARZA, RTA  
P O BOX 1457  
KINGSVILLE, TX 78364-1457  
(361) 595-8542

\*\*\*\*\*  
\* PROPERTY DESCRIPTION ACCT # 1-005-017-23000-192 \*  
\* 3RD, BLOCK 17, LOT 23, 24 \*  
\* \*  
\* TOWN - LOCATION- 818 E RICHARD \*  
\* ACRES - .160 \*  
\* LAND MKT VALUE 3500 IMPR/PERS MKT VALUE 1000 \*  
\* LAND AGR VALUE MKT. BEFORE EXEMPTS 4500 \*  
\* LIMITED TXBL. VALUE \*  
\* EXEMPTIONS GRANTED: NONE \*\*\*\*\*  
\* CANALES MATEO P \*  
\* ETUX IGNACIA EST \*  
\* PO BOX 568 \*  
\* KINGSVILLE TX 78364-0568 \*

	LEVY	P. & I	ATTY FEES	AMT DUE
TAXES 2010	181.12	65.21	49.27	295.60
TAXES 2011	140.36	33.68	34.80	208.84
TAXES 2012	141.44	.00	.00	141.44
	462.92	98.89	84.07	645.88
				645.88
				659.66
				666.35
				673.02

ACCT # 1-005-017-23000-192

\*\*\*\*\*  
\* BREAKDOWN OF TAX DUE BY JURISDICTION \*  
\* JURISDICTION TAXES PEN & INT ATTY FEES TOTAL \*  
\* KLEBERG COUNTY 109.95 23.47 19.98 153.40 \*  
\* CITY OF KINGSVILLE 127.43 27.69 23.44 178.56 \*  
\* KINGSVILLE ISD 216.17 45.71 38.93 300.81 \*  
\* SOUTH TX WATER AUTH 9.37 2.02 1.72 13.11 \*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: 137 33.52 \*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: CITY 37.90 \*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: KISD 67.23 \*  
\* TAX LEVY FOR THE CURRENT ROLL YEAR: STWA 2.79 \*  
\* TOTAL TAX LEVY FOR THE CURRENT ROLL YEAR ..... 141.44 \*

**Legal Description**  
3RD, BLOCK 17, LOT 23, 24

55053

ETUX IGNACIA EST  
PO BOX 568  
KINGSVILLE, TX 78364-0568

**OWNERSHIP**  
100.00%

Ref ID2: R23944  
Map ID PLAT

ACRES:  
EFF. ACRES:

100501723000192

SITUS 818 E RICHARD

**APPROVAL METHOD:** Cost

SKETCH for Improvement #1 (RESIDENTIAL)

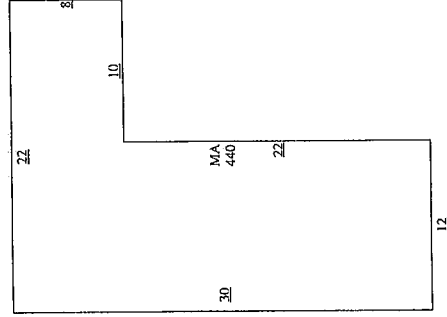
## GENERAL

UTILITIES	LAST APPR.	LR
TOPOGRAPHY	LAST APPR.	2011
ROAD ACCESS	LAST INSP. DATE	04/08/2011
ZONING	NEXT INSP. DATE	
NEXT REASON		

REMARKS  
FOR '11 FLV MA @ 1,000 PER APPR LR 4/8/11  
4/16/11 MMG -- FOR '08 ADD PHYS OF 50%  
(POOR EXT.) PER APPRS LR/RC 1/8/08 4/5/08  
MM -- FOR '05 NO VAL CHG PER LR -- ADDR

ISSUED PERMIT TYPE PERMIT AREA ST PERMIT VAL

SALE DT:	PRICE:	GRANTOR:	DEED INFO:
07/22/2009	*****	CANALES MATEO P	DEATH / /
	*****	UNKNOWN	OT / /



IMPROVEMENT INFORMATION															IMPROVEMENT FEATURES									
SUBD: S005	TYPE	DESCRIPTION	MTHD	GLASS/SUBCL	AREA	UNIT	PRICE/UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE						
1	MA	MAIN AREA	F		440.0		0.00	1	1940		1,000	45%	50%	100%	100%	100%	0.23	1,000						
1	RESIDENTIAL				440.0						1,000							1,000						
NBHD: 100.00%																								
STCD: A1															HomeSite: N									
															Foundation					FD6				
															Exterior Wall					EW2				
															Interior Finish					IN1				
															Roof Style					RT2,RM2				
															Flooring					FL2				
															Heating/Cooling					HA5				
															Plumbing					1				

[illegible]

## 2012 PRELIMINARY ROLL

CKI - CITY OF KINGSVILLE

Geo ID Order

06/07/2012 08:18AM

Prop ID	Owner	%	Legal Description	Effective Acres:	Values				
22430	18724	100.00	R Geo: 100501719000192 MARTINEZ ILDEFONSO 3RD, BLOCK 17, LOT 19 830 E RICHARD AVE KINGSVILLE, TX 78363-4612	0.000000	Imp HS: 11,370 Imp NHS: 0 Land HS: 1,750 Land NHS: 0 PLAT Prod Use: 0 Prod Mkt: 0	Market: 13,120 Prod Loss: 0 Appraised: 13,120 Cap: 0 Assessed: 13,120 Exemptions: HS,OV65			
			State Codes: A Situs: 830 E RICHARD	Acres: 0.0000 Map ID: PLAT Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				13,120	8,400	4,720	0.842200	39.75
14819	18724	100.00	R Geo: 100501720000192 MARTINEZ ILDEFONSO 3RD, BLOCK 17, LOT 20 830 E RICHARD AVE KINGSVILLE, TX 78363-4612	0.000000	Imp HS: 0 Imp NHS: 0 Land HS: 0 Land NHS: 880 PLAT Prod Use: 0 Prod Mkt: 0	Market: 880 Prod Loss: 0 Appraised: 880 Cap: 0 Assessed: 880 Exemptions:			
			State Codes: C Situs: 826 E RICHARD	Acres: 0.0000 Map ID: PLAT Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				880	0	880	0.842200	7.41
23185	19171	100.00	R Geo: 100501721000192 PRIETO ROLANDO 3RD, BLOCK 17, LOT 21, 22 ETUX SYLVIA 824 E RICHARD AVE KINGSVILLE, TX 78363-4612	0.000000	Imp HS: 11,020 Imp NHS: 0 Land HS: 3,500 Land NHS: 0 PLAT Prod Use: 0 Prod Mkt: 0	Market: 14,520 Prod Loss: 0 Appraised: 14,520 Cap: 0 Assessed: 14,520 Exemptions: HS			
			State Codes: A Situs: 824 E RICHARD	Acres: 0.0000 Map ID: PLAT Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				14,520	0	14,520	0.842200	122.29
23944	55053	100.00	R Geo: 100501723000192 CANALES MATEO P ETUX IGNACIA EST PO BOX 568 KINGSVILLE, TX 78364-0568	0.000000	Imp HS: 0 Imp NHS: 1,000 Land HS: 0 Land NHS: 3,500 PLAT Prod Use: 0 Prod Mkt: 0	Market: 4,500 Prod Loss: 0 Appraised: 4,500 Cap: 0 Assessed: 4,500 Exemptions:			
			State Codes: A Situs: 818 E RICHARD	Acres: 0.0000 Map ID: PLAT Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				4,500	0	4,500	0.842200	37.90
24718	31290	100.00	R Geo: 100501725000192 ALANIZ RENE 816 E RICHARD AVE KINGSVILLE, TX 78363-4612	0.000000	Imp HS: 37,450 Imp NHS: 0 Land HS: 3,500 Land NHS: 0 PLAT Prod Use: 0 Prod Mkt: 0	Market: 40,950 Prod Loss: 0 Appraised: 40,950 Cap: 0 Assessed: 40,950 Exemptions: HS			
			State Codes: A Situs: 816 E RICHARD TX	Acres: 0.0000 Map ID: PLAT Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				40,950	0	40,950	0.842200	344.88
25473	28891	100.00	R Geo: 100501727000192 GARZA ELIZABETH 812 E RICHARD AVE KINGSVILLE, TX 78363-4612	0.000000	Imp HS: 78,740 Imp NHS: 0 Land HS: 3,500 Land NHS: 0 PLAT Prod Use: 0 Prod Mkt: 0	Market: 82,240 Prod Loss: 0 Appraised: 82,240 Cap: 0 Assessed: 82,240 Exemptions: HS			
			State Codes: A Situs: 812 E RICHARD	Acres: 0.0000 Map ID: PLAT Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				82,240	0	82,240	0.842200	692.63
10183	20544	100.00	R Geo: 100501729000192 MUNOZ ELIZABETH GARZA 3RD, BLOCK 17, LOT 29, 30 812 E RICHARD AVE KINGSVILLE, TX 78363-4612	0.000000	Imp HS: 0 Imp NHS: 22,710 Land HS: 0 Land NHS: 3,500 PLAT Prod Use: 0 Prod Mkt: 0	Market: 26,210 Prod Loss: 0 Appraised: 26,210 Cap: 0 Assessed: 26,210 Exemptions:			
			State Codes: A Situs: 808 E RICHARD	Acres: 0.0000 Map ID: PLAT Mtg Cd: DBA:					

Entity	Description	Xref Id	Freeze: (Year)	Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE				26,210	0	26,210	0.842200	220.74

# CONDEMNATION CHECKLIST

Property Address: 818 E Richard Phone: \_\_\_\_\_  
 Property Owner: Mateo P Canales Phone: \_\_\_\_\_  
 Owner's Address: Agencia Canales Fax: \_\_\_\_\_  
P.O. Box 568  
Kingsville, TX 78364

BEGINNING DATE	ENDING DATE	ACTION
<input type="checkbox"/> <u>3-23-12</u>	<u>3-23-12</u>	1. Identify structure unfit for human habitation.
<input type="checkbox"/> <u>3-23-12</u>	<u>3-23-12</u>	2. Inspect Property. (Building Official)
		<input type="checkbox"/> a. Prepare inspection report.
		<input type="checkbox"/> b. Photograph property.
<input type="checkbox"/> <u>3-23-12</u>	<u>3-23-12</u>	3. Determine ownership from county assessment & tax collection record.
<input type="checkbox"/> <u>3-23-12</u>	<u>3-23-12</u>	4. Obtain legal description.
<input type="checkbox"/> <u>3-23-12</u>	<u>3-23-12</u>	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
<input type="checkbox"/> <u>3-23-12</u>	<u>3-23-12</u>	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
<input type="checkbox"/> _____	_____	7. If response is not received or is not adequate, proceed as follows:
<input type="checkbox"/> _____	_____	8. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
		<input type="checkbox"/> a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
<input type="checkbox"/> _____	_____	1) Post affidavit in newspaper twice a week for one week
<input type="checkbox"/> _____	_____	9. Post sign on property advising date the City Council will consider condemnation of structure.

second  
notice  
first  
notice

4-26-12

10-10-12

4-26-12

10-10-12

<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____
<input type="checkbox"/>	_____	_____

10. Photograph posted sign.

11. Prepare information packet for each City

Council member, plus one each for City Manager,  
City Attorney & City Secretary consisting of

☐ a. Location Map

☐ b. Photographs of the structure

☐ c. Inspection report

☐ d. Pre-condemnation notice

☐ e. Condemnation resolution

12. Place condemnation action resolution &  
supporting documentation for placement on the  
City Council agenda.

13. City Council adopts condemnation resolution.

14. File Notice of Condemnation with the County  
Clerk.

15. Send owner(s) & other vested interests the  
following:

☐ a. Copy of the City Council resolution.

☐ b. 45-day order to demolish

16. Post 45-day Order to Demolish on structure.

17. Evaluate status of owner's action on 46<sup>th</sup> day  
after Order of Demolition was issued. If no action  
taken by owner, proceed with demolition.

18. Photograph posted notice.

19. Notify utility companies to disconnect &  
remove services from structure for safe  
demolition.

20. Issue Notice to Proceed to Public Works Dir.

21. Prepare demolition cost statement consisting of:

☐ a. Mailing fees

☐ b. Publication fees

☐ c. Demolition costs

☐ d. Landfill tipping fees

☐ e. Filing fees

☐ f. Administrative fees

☐ g. Any documentation miscellaneous costs





22. Send a letter & cost statement to the

Collections Department so they can send out bill.

Make copy of documents and send to the City Attorney requesting a lien to be place on the property.

# CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



March 23, 2012

Mateo P Canales  
ETUX Ignacia Canales EST  
P O BOX 568  
Kingsville TX 78364- 0568

**Re: 3<sup>rd</sup> Addition, BLOCK 17, LOT 23,24**

**818 E Richard**

Dear Sir or Madam:

It has been determined that the structure at **818 E. Richard** is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

## **§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.**

(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.

(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:

(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.

(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THESE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM RECEIPT THIS LETTER.

WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS **APRIL 07, 2012** FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a case will be processed through Municipal Court. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate condemned structure.

If you need further information, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,



Abel Carrillo  
Building Official

# CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



April 26, 2012

MATEO CANALES EST IGNACIA CANALES  
P.O. BOX 568  
KINGSVILLE, TX 78364

Re: 3<sup>RD</sup>, BLOCK 17, LOT 21, 22

818 E RICHARD

Dear Sir or Madam:

It has been determined that the structure at 818 E RICHARD is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

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('62 Code, § 4-6-1)

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Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate condemned structure.

If you need further information, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,



Abel Carrillo  
Building Official

# CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



October 11, 2012

MATEO P CANALES ETUX IGNACIA EST  
P.O. BOX 568  
KINGSVILLE, TX 78364

Re: 3<sup>RD</sup>, BLOCK 17, LOT 23, 24

818 E RICHARD

Dear Sir or Madam:

It has been determined that the structure at 818 E RICHARD is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

## **§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.**

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('62 Code, § 4-6-1)

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WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a case will be processed through Municipal Court. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate condemned structure.

If you need further information, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,

  
Daniel Ramirez  
Building Official



Matedo Canales  
 Ignacia Canales  
 P.O. Box 568  
 Kingsville, TX 78364

LN 3-24-12  
 47  
 47



78364\$0568



052112

042812 Matedo Canales  
 Ignacia Canales  
 P.O. Box 568  
 Kingsville, TX 78364

782 CE 1 \$5 05/17/12  
 RETURN TO SENDER  
 UNCLAIMED  
 UNABLE TO FORWARD  
 \*1310-17042-27-38

78364\$0568

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$ 2.30  
 Certified Fee \$ 0.00  
 Return Receipt Fee (Endorsement Required) \$ 0.00  
 Restricted Delivery Fee (Endorsement Required) \$ 0.00  
 Total Postage & Fees \$ 2.30

Sent to: Matedo Canales and Ignacia Canales  
 Street, Apt. No., or PO Box No. P.O. Box 568  
 City, State, ZIP+4® Kingsville, TX 78364

Postmark Here Permit

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at [www.usps.com](http://www.usps.com)

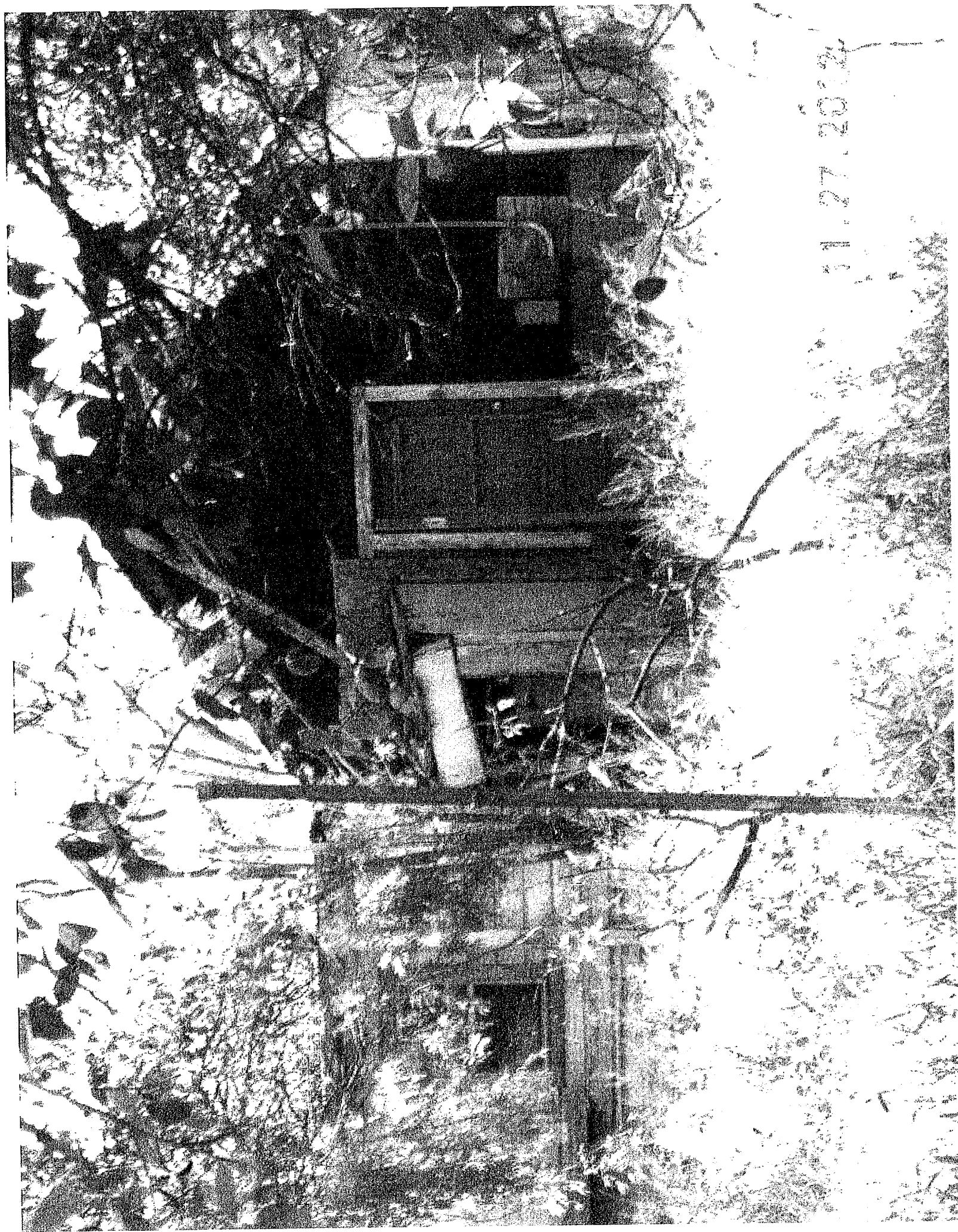
**OFFICIAL USE**

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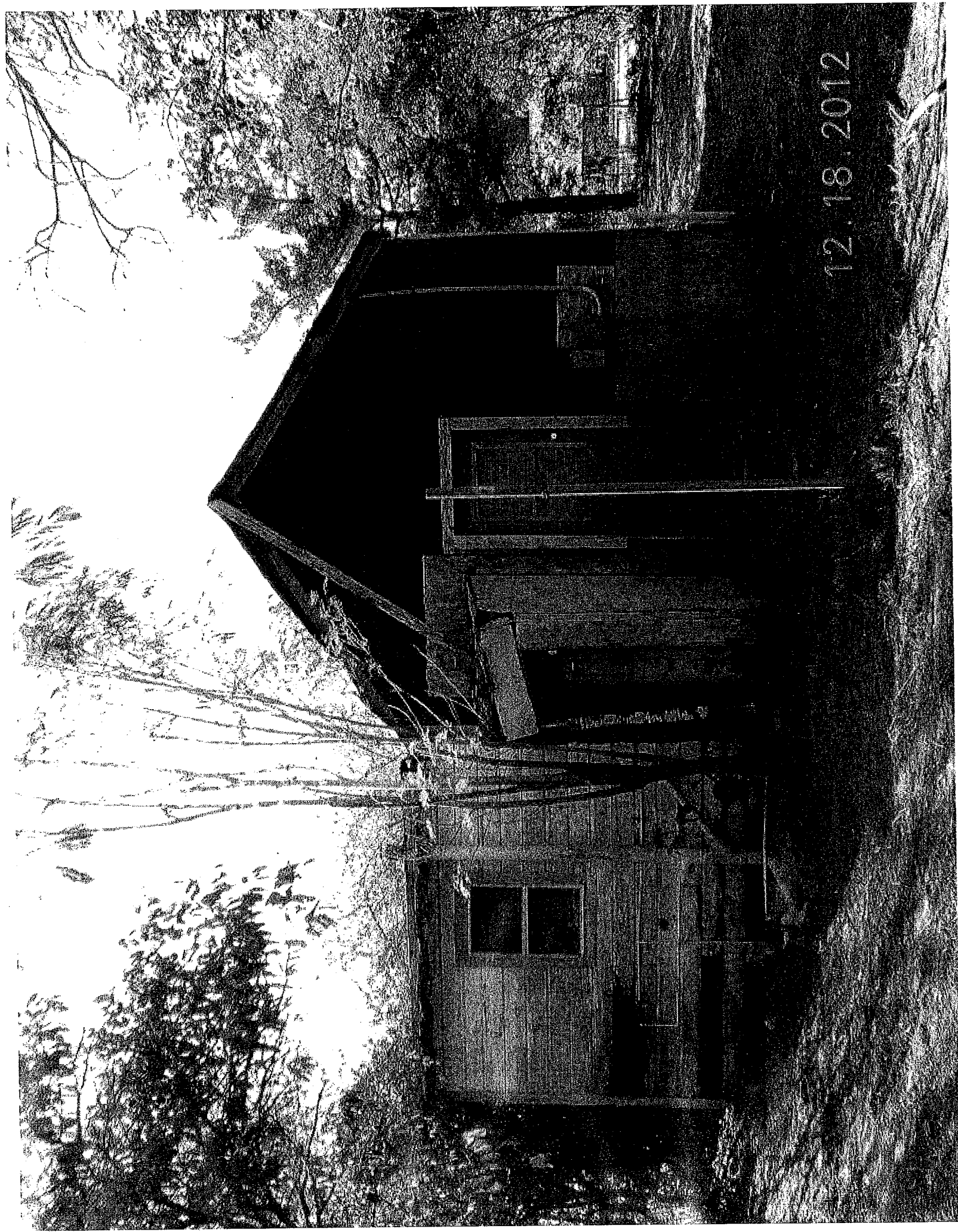
Sent to: Matedo Canales and Ignacia Canales  
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 City, State, ZIP+4® Kingsville, TX 78364

Postmark Here Permit





11.27.2024



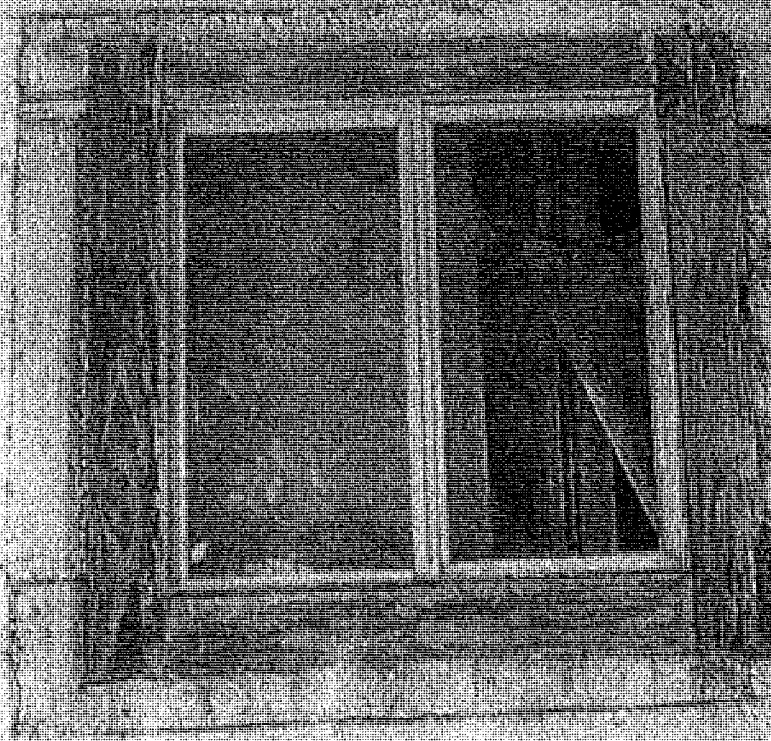
12.18.2012



12-18-2012



12 18-2012



# **AGENDA ITEM #9**



**RESOLUTION NO. 2013-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE SUPPORTING TEXAS A&M UNIVERSITY-KINGSVILLE'S FRANK H. DOTTERWEICH COLLEGE OF ENGINEERING'S APPLICATION FOR THE 2013 U.S. DEPARTMENT OF LABOR, YOUTHBUILD GRANT TO PROMOTE INFILL HOUSING IN THE CITY.**

**WHEREAS**, the Frank H. Dotterweich College of Engineering at Texas A&M University-Kingsville proposes construction of infill housing within the City of Kingsville;

**WHEREAS**, the College of Engineering is also pursuing the 2013 U.S. Department of Labor, YouthBuild Grant to provide construction training to at-risk youth from Kingsville and the surrounding area through the construction of sustainable low-income/affordable housing;

**WHEREAS**, the projects will provide field experience in construction and construction management skills to the university students and help job train local youths, while at the same time making improvements to delinquent properties and returning them to the tax rolls;

**WHEREAS**, the City of Kingsville, Texas has an interest in developing, attracting and retaining an educated work force to serve area businesses, as well as maintaining relationships with the educational entities in the community, providing additional housing and expanding the tax roll.

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

**I.**

**THAT**, the City of Kingsville, Texas, does hereby strongly support the Frank H. Dotterweich College of Engineering at Texas A&M University-Kingsville's application for the 2013 U.S. Department of Labor, YouthBuild Grant to provide construction training to at-risk youth from Kingsville and the surrounding area through the construction of sustainable low-income/affordable housing.

**II.**

**THAT**, the City of Kingsville, Texas shall support the University in this effort and other projects and similar grants as they are identified.

**III.**

**THAT**, the City of Kingsville, Texas shall encourage the local taxing jurisdictions to support the University in this effort.

**PASSED AND APPROVED** this 25th day of February, 2013.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**TEXAS A&M**  
**UNIVERSITY**  
**KINGSVILLE**

**CIVIL AND ARCHITECTURAL ENGINEERING**  
**Frank H. Dotterweich College of Engineering**  
**MSC 194 • Kingsville, Texas 78363**  
**Phone (361) 593-2266 • Fax (361) 593-2069**

February 17, 2013

Dear Honorable Mayor Fugate and City Commissioners,

The Frank H. Dotterweich College of Engineering proposes construction of infill housing within the City of Kingsville. The projects will be used to provide field experience in construction and construction management skills to Texas A&M University-Kingsville students. In addition, we are pursuing the 2013 U.S. Department of Labor, YouthBuild Grant to provide construction training to at-risk youth from Kingsville and the surrounding area through the construction of sustainable low-income/affordable housing. We are requesting a letter of support for these projects and similar grants as they are identified.

We are also asking the City of Kingsville, Kleberg County, South Texas Water Authority and Kingsville Independent School District to collaborate with the College by turning over suitable delinquent properties and forgiving tax liabilities. The College of Engineering will then make improvements to the properties and return them to the tax rolls by sale. Our intention is to use the proceeds from the sale of the improved properties to perpetuate a self-funded program.

The goals of these construction projects include:

- Provide field construction experience for Texas A&M University-Kingsville students and at-risk youth from Kingsville and the surrounding area.
- Construct sustainable, low-income/affordable housing for the community.
- Make improvements to delinquent properties and return them to the tax rolls.

Our committee includes representatives from the university, such as Dr. Nix, Dean of the Frank H. Dotterweich College of Engineering, local banking, real estate, and construction industries, as well as local government, and Dick Messbarger of the Economic Development Council. It is our hope that the Mayor and Kingsville City Commission share our enthusiasm for the potential of this program to provide students and at-risk youth with the skills required for gainful employment. This program will add new housing opportunities for the City of Kingsville.

Jim Glusing

Assistant Professor

Department of Civil & Architectural Engineering

Frank H. Dotterweich College of Engineering

Texas A&M University-Kingsville

Phone: (361) 593-2266

Cell: (832) 878-1495



# **AGENDA ITEM #10**

**RESOLUTION #2013-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN CITY OF KINGSVILLE AND LNV, INC. FOR ENGINEERING SERVICES FOR NEW WATER WELL IMPROVEMENTS (WELL #25); REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville desires to have engineering work done for a new water well with funding for such project coming from the City's Certificates of Obligation Series 2011;

**WHEREAS**, the City and LNV, Inc. have worked to prepare a Contract for Professional Services between the City of Kingsville and LNV, Inc. for New Water Well Improvements (Well #25).

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Contract for Professional Services between the City of Kingsville and LNV, Inc. for engineering services for new Water Well Improvements (Well #25) in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the  
\_\_\_\_ 25th day of February, 2013.

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



## PUBLIC WORKS DEPARTMENT

DATE: February 20, 2013  
TO: Mr. Capell, City Manager  
FROM: William Donnell, Asst. Public Works Director  
SUBJECT: Water Well #25 Engineering Services

Based on the preliminary Water Model report and staff research a proposed location for the new Water Well #25 has been identified. Parallel to the land acquisition process, staff is requesting authorization that a contract for engineering services be entered into with LNV, Inc. This agreement would stem from the General Engineering Program Agreement for water and wastewater departments approved by the City Commission on September 27, 2010, based on their demonstrated competence and qualifications for this type of project. At this time, we ask approval of this engineering services contract for Water Well #25 for engineering design and inspections of the well, pump house and ground storage tank in an amount not to exceed \$64,500. Funding for engineering and construction fees is allocated in the 2011 Certificates of Obligation.

***CONTRACT FOR PROFESSIONAL SERVICES***

***BETWEEN***

***CITY OF KINGSVILLE***

***&***

***LVN, INC.***

***Engineers/Architect/Contractors***

***for***

***New Water Well Improvements***

***February 2013***

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART I - AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Kingsville, 200 E. Kleberg Street, Kingsville, Texas 78364 (hereinafter called the "OWNER"), acting herein by Vincent J. Capell City Manager, hereunto duly authorized, and, LNV, Inc., 801 Navigation, Suite 300, Corpus Christi, Texas 78408, (hereinafter called the "ENGINEER") acting herein by Robert M. Viera, P.E., Vice President.

WITNESSETH THAT:

WHEREAS, the OWNER desires to implement an Engineering Services Contract; and

WHEREAS the OWNER desires to engage ENGINEER, to render certain services in connection with its New Water Well Improvements Project.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. The ENGINEER will perform all articles of work described in Part II - Scope of Services, which is attached hereto and made a part of this contract. The ENGINEER shall provide for the OWNER the Engineering Services and other documents specified in the Scope of Services as a part of the stated fee for services.
2. Time of Performance. The services of ENGINEER shall commence on the date above first given for the execution of this agreement. In any event, all of the services required and performed hereunder shall be completed no later than December 2013.
3. Access to Information. It is agreed that the OWNER and its agencies as are existing, available and necessary for the carrying out of the work outlined above shall furnish all information, data, reports and records and maps to ENGINEER. No charge will be made to ENGINEER and its agencies will cooperate with ENGINEER in every way possible to facilitate the performance of the work described in the Contract.

4. Compensation and Method of Payment. The amounts of compensation and reimbursement to be paid hereunder shall conform to Part III of this Contract.
5. Indemnification. ENGINEER shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the OWNER and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, workman's compensation and income tax laws.
6. Miscellaneous Provisions.
  - a. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kleberg, Texas.
  - b. This agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.
  - c. In any case, if one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegal or unenforceability shall not affect any other provision thereof, and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
  - d. If any action at law or inequity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e. This contract may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Contract.
7. Terms and Conditions. This Professional Services Contract is also subject to the provisions attached hereto, titled "Part II - Scope of Services", Part III - Payment Schedule", "Part IV - Terms and Conditions".

*IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.*

*CITY OF KINGSVILLE, TEXAS*

*By: \_\_\_\_\_*  
*Vincent J. Capell, City Manager*

*ATTEST: \_\_\_\_\_*

*LVN, Inc.*

*By: \_\_\_\_\_*  
*Robert M. Viera, P.E., Vice President*

## **PART II**

### **SCOPE OF SERVICES**

*The Engineering Firm shall render the following professional services necessary for the development of the project:*

#### **A. SCOPE OF BASIC SERVICES**

- 1. Attend preliminary conferences with the OWNER regarding the requirements of the project.*
- 2. Submit detailed drawings, plans and specifications to appropriate regulatory agencies and obtain clearance.*
- 3. Prepare technical specifications.*
- 4. Prepare Contract Documents.*
- 5. Tabulate, analyze, and review bids for completeness and accuracy.*
- 6. Conduct pre-construction conference and assist in preparing minutes of meeting.*
- 7. Issue Notice to Proceed to construction contractor.*
- 8. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.*
- 9. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.*
- 10. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.*
- 11. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.*
- 12. Consult with and advise the locality during construction; issue to contractors all instructions requested by the locality; and prepare routine change orders if required, at no charge for engineering services to the*



*locality when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process and submit change orders for approval by locality.*

13. *Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractor will be responsible for dimensions to be confirmed and correlated at job site).*
14. *Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the locality, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.*
15. *Require that retainage is withheld from all payments on construction contracts until final acceptance by the locality.*
16. *Prepare Certificate of Construction Completion and Clean Lien Certificate.*
17. *Conduct interim/final inspections.*
18. *Revise contract drawings to show the work as actually constructed, and furnish the locality with a set of "as built" plans.*

#### **B. SUBCONTRACTS**

1. *No work under this Contract shall be subcontracted by ENGINEER without prior approval, in writing, from the OWNER.*
2. *The ENGINEER shall, prior to proceeding with the work, notify OWNER in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.*
3. *If any time during progress of the work, the OWNER determines that any subcontractor is incompetent or undesirable, the OWNER will notify the ENGINEER who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER.*

C. STANDARD OF PERFORMANCE AND DEFICIENCIES

1. *All services of the ENGINEER and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The ENGINEER represents that it has the required skills and capacity to perform the work and services to be provided under this Contract.*
2. *The ENGINEER represents that services provided under this Contract shall be performed within the limits prescribed by the OWNER in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.*
3. *Any deficiency in ENGINEER's work and services performed under this contract shall be subject to the provisions of applicable State and Federal law. Any deficiency discovered shall be corrected upon notice from OWNER and at the ENGINEER's expense if the deficiency is due to ENGINEER's negligence. The OWNER shall notify the ENGINEER in writing of any such deficiencies and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the OWNER under applicable state or federal law.*
4. *The ENGINEER agrees to and shall hold harmless the OWNER, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the ENGINEER, its officers, agents, employees, subcontractors, and others acting for or under the direction of the ENGINEER doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract or by or on account of any omission in the performance of this contract.*

D. SCOPE OF SPECIAL SERVICES

*In addition, the ENGINEER shall provide the following special services at the lump sum amounts found in Part III.*

1. *Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the OWNER providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The ENGINEER will review any tests required and act as the OWNER's representative in connection with any such services.*
2. *Resident type observation of construction of the project.*

E. ITEMS OF WORK

*A list of items covered under the scope of services for this contract are Attached as Exhibit A.*

### **PART III**

#### **PAYMENT SCHEDULE**

1. PROGRESS PAYMENTS. Once each month, after funds are available, the OWNER shall pay the ENGINEER, upon receipt of an invoice for Professional Engineering Services performed during the preceding month, under PART II - SCOPE OF SERVICES, of this Agreement.
2. PAYMENT FOR SERVICES to the ENGINEER. The OWNER shall pay the ENGINEER for the services described in PART II, the following lump sum prices:

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<b>BASIC SERVICES</b>		
1.	Design Phase/ Sanitary Control Easements	\$49,000.00
2.	Inspection Phase	\$12,000.00
3.	<u>Geotechnical Report</u>	<u>\$ 3,500.00</u>
	<b>TOTAL</b>	<b>\$64,500.00</b>

## **PART IV**

### **TERMS AND CONDITIONS**

#### **1. Termination of Contract for Cause**

*If, through any cause, LNV, Inc. (ENGINEER) shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Contract, the OWNER shall thereupon have the right to terminate this Contract by giving written notice to the ENGINEER of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the ENGINEER under this Contract shall, at the option of the OWNER, become its property and the ENGINEER shall be entitled to receive just and equitable compensation of any work satisfactorily completed hereunder.*

*Notwithstanding the above, the ENGINEER shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the Contract by the ENGINEER, and the OWNER may withhold any payments to the ENGINEER for the purpose of set-off until such time as the exact amount of damages due the OWNER from the ENGINEER is determined.*

#### **2. Termination for Convenience of the OWNER**

*The OWNER may terminate this Contract at any time by giving at least ten (10) days notice in writing to the ENGINEER. If the Contract is terminated by the OWNER as provided herein, the ENGINEER will be paid for the work performed and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the ENGINEER, Paragraph 1 hereof relative to termination shall apply.*

#### **3. Changes**

*The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER's compensation, which are mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated in written amendments to this contract.*

#### **4. Personnel**

- a. *The ENGINEER represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such*

*personnel shall not be employees of or have any contractual relationship with the OWNER.*

- b. All of the services required hereunder will be performed by the ENGINEER or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.*
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.*

**5. Assignability**

*The ENGINEER shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the OWNER thereto: Provided, however, that claims for money by the ENGINEER from the OWNER under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the OWNER.*

**6. Reports and Information**

*The ENGINEER, at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic detailed reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.*

**7. Records and Audits**

*The ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative, and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the OWNER.*

8. **Findings Confidential**

*All of the reports, information, data, etc., prepared or assembled by the ENGINEER under this Contract are confidential and the ENGINEER agrees that they shall not be made available to any individual or organization without the prior written approval of the OWNER.*

9. **Copyright**

*No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of the ENGINEER.*

10. **Compliance with Local Laws**

*The ENGINEER shall comply with all applicable laws, ordinances and codes of the State and local governments, and the ENGINEER shall save the OWNER harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.*

11. **Equal Employment Opportunity**

*During the performance of this Contract, the ENGINEER agrees as follows:*

- a. *The ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.*
- b. *The ENGINEER will, in all solicitation or advertisements for employees placed by on or behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.*

12. **Interest of Members of the OWNER**

*No member of the governing body of the OWNER and no other officer, employee, or agent of the OWNER who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract and the ENGINEER shall take appropriate steps to assure compliance.*

13. **Interest of Other Local Public Officials**

*No member of the governing body of the OWNER and no other public official of such OWNER, who exercise any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the ENGINEER shall take appropriate steps to assure compliance.*

14. **Interest of ENGINEER and Employees**

*The ENGINEER covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The ENGINEER further covenants that in the performance of this contract, no person having any such interest shall be employed.*

**END OF DOCUMENT**



# **AGENDA ITEM #11**



## ***Engineering Department***

361-595-8007

361-595-8035 Fax

DATE: February 20, 2013  
TO: City Commission through City Manager  
FROM: Naim Khan, Director of Public Works/City Engineer  
SUBJECT: Water Supply Agreement between Texas A&M University-Kingsville and the City of Kingsville.

### **SUMMARY**

This item *authorizes* the City staff to execute water supply agreement with Texas A&M University-Kingsville.

### **BACKGROUND**

Currently, the City of Kingsville is providing potable water to Texas A&M University-Kingsville but there is no water supply agreement between these two parties for the use of the City water by the University. Texas A&M University-Kingsville desires to continue purchasing water from the City of Kingsville through a water supply contract. At this time, point of delivery shall be at the existing points of delivery which are located immediately following the downstream side of TAMUK'S meter located at Avenue B & Armstrong and at Santa Gertrudis & Armstrong. This agreement will be for a maximum of five (5) years, requires periodic meter testing, and is required by TCEQ.

### **RECOMMENDATION**

The staffs recommend proceeding with the approval of agreement as presented.

### **FINANCIAL IMPACT**

No financial impact to the City of Kingsville.

Approved

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Vincent Capell, City Manager

**RESOLUTION #2013-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A WATER SUPPLY CONTRACT BETWEEN THE CITY OF KINGSVILLE AND TEXAS A&M UNIVERSITY KINGSVILLE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Texas A&M University-Kingsville desires to continue purchasing water from the City of Kingsville through a water supply contract; and

**WHEREAS**, the contract will be for a maximum of five (5) years, requires periodic meter testing, and is required by TCEQ; and

**WHEREAS**, the parties believe the contract to be in the best interest of both parties;

**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 enter into the Water Supply Contract between the City of Kingsville and Texas A&M University Kingsville, in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25th day of February, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF KINGSVILLE  
AND TEXAS A&M UNIVERSITY-KINGSVILLE  
WATER SUPPLY CONTRACT**

THE STATE OF TEXAS   §

COUNTY OF KLEBERG   §

This Contract ("Contract") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), between Texas A&M University - Kingsville ("TAMUK"), a member of The Texas A&M University System, a state agency, and a Texas institution of higher education, and the City of Kingsville, Texas, a municipal corporation in Kleberg County, Texas (hereinafter called "City").

**WITNESSETH**

**WHEREAS**, the City has constructed a water transmission line from the City of Kingsville, to furnish treated water to municipal and industrial customers including but not limited to TAMUK; and

**WHEREAS**, it is desirable and necessary for the best interest of TAMUK that the City supply water to TAMUK and that the City maintenance and operation expenses, and Debt Service Requirements, if any, be financed in part by this Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, City agrees to sell and TAMUK agrees to purchase water under the terms and conditions and for the considerations hereinafter set forth, to-wit:

**Section 1. DEFINITIONS.** Terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

(A) "Bonds" shall mean and include Combination Limited Tax and Revenue Bonds or Revenue Bonds or Tax Bonds as may be issued by the City whether one or more issues, to finance projects, including Bonds issued to refund such Bonds of the City.

(B) "Contracting Parties" shall mean the City of Kingsville and Texas A&M University - Kingsville.

(C) "Debt Service Requirements" shall mean those requirements as stipulated in the loan documents adopted by the governing body of the City authorizing the incurrence of debt, including reserve and contingency requirements.

(D) "Debt Service Fund Expenditures" shall mean annual principal, interest, and service fees of all General Obligation Bonds, Warrants, Certificates of Obligation, and Combination Tax and Junior Lien Revenue Certificates of Obligations, of the City, as

assessed and collected through ad valorem taxes levied by the City in accordance with the laws of the State of Texas.

(E) "Fiscal year" shall mean the twelve month period beginning on October 1 and ending September 30 or such other twelve month period as designated by the City.

(F) "Maintenance and Operations Tax" shall mean those ad valorem taxes levied by the City in accordance with state law.

(G) "Purchased Water Rate" shall mean the rate set by the City's governing body each year.

**Section 2. QUANTITY.** The City shall make available for purchase by TAMUK, at the delivery point or points herein specified (the "Points of Delivery"), potable water at a daily rate of not less than 0.6 gallon per minute per connection in TAMUK's water distribution system, in accordance with the number of such connections as may exist from time to time. The word "connection" as used in this paragraph shall have the same meaning as in Texas Administrative Code Title 30, Part 1, Chapter 290, Subchapter D, Section 290.38(15).

The City agrees to use its best efforts to furnish water sufficient for the reasonable demands of TAMUK, but its obligations to furnish such water shall be limited by (i) the amount of water available to it as the City can only pass on the water it pumps and the water it receives from the South Texas Water Authority; (ii) the capacity of the City's supply main, having due regard for the equitable interest of both the City and TAMUK together with the other users of the City's water; and (iii) the provisions of any future water supply contracts.

**Section 3. QUALITY.** The water which will be delivered to TAMUK by the City will be as pumped from City wells and as received from the South Texas Water Authority. TAMUK has satisfied itself that this water will be suited for its needs.

#### **Section 4. POINTS OF DELIVERY.**

(A) TAMUK's Points of Delivery shall be at the existing points of delivery which are located immediately following the downstream side of TAMUK's meters located at Avenue B & Armstrong and at Santa Gertrudis & Armstrong, Kingsville, Texas 78363 and any other points of delivery mutually agreed upon by TAMUK and the City. TAMUK shall install and maintain a back flow preventer immediately on the downstream/receiving side of the City's water meters located at Avenue B & Armstrong and at Santa Gertrudis & Armstrong. TAMUK's back flow preventers shall be tested annually and a copy of the test reports shall be submitted to the City upon receipt of said reports by TAMUK.

TAMUK acknowledges and understands that Texas Commission on Environmental Quality Rule 290.45(f)(5) provides as follows:

"For systems which purchase water under direct pressure, the maximum hourly purchase authorized by the contract plus the actual service pump capacity of the system must be at least 2.0 gpm per connection or provide at least 1,000 gpm and be able to meet peak hourly demands, whichever is less."

TAMUK acknowledges and agrees that TAMUK is purchasing water from the City under direct pressure and the foregoing rule is applicable. The City represents and warrants that the City does have the capacity to provide water in the amount described in the foregoing rule.

(B) Title to all water supplied hereunder shall remain in the City until the water passes the Points of Delivery. Upon passing through the City's meter or meters installed at the specified Points of Delivery, title to the water shall pass to TAMUK. Each of the parties hereto shall be responsible for and agrees, to the extent permitted by the Constitution and the laws of the State of Texas, to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by anyone on account of the transportation, delivery and disposal of said water while title remains in such party.

#### **Section 5. MEASURING EQUIPMENT.**

(A) The City shall furnish, install, operate and maintain at its own expense the necessary metering equipment of standard type for measuring properly the quantity of water delivered under this Contract. Such metering equipment shall be located on TAMUK's supply main at the location designated by TAMUK. Such meter or meters and other equipment so installed shall remain the property of City. The reading, calibration and adjustment of the meter equipment shall be done only by the employees or agents of the City. However, TAMUK shall have access to such metering equipment at all reasonable times. For the purpose of this Contract, the original record or reading of the main meter shall be the journal or other record book of the City in its office in which the records of the employees or agents of the City who take the reading are or may be transcribed. Upon written request of TAMUK, the City will give TAMUK a copy of such journal or record book, or permit TAMUK to have access to the same in the office of the City during reasonable business hours.

(B) At least once in each calendar year, on a date as near the end of such calendar year as practical, the City shall calibrate its main meter or meters and present to TAMUK an accuracy certification. This calibration shall be performed in the presence of a representative of TAMUK, and the Contracting Parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary, and if the check meter hereinafter provided for has been installed, the same shall also be calibrated in the presence of a representative of TAMUK and the Contracting Parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary. The City shall give TAMUK at least five (5) days written notice of the date and time when any such calibration is to be made, and if a

representative of TAMUK is not present at the date and time set, the City may proceed with calibration and adjustments in the absence of any representative of TAMUK.

(C) If either party at any time observes a variation between a main delivery meter and the check meter, if any such check meter shall be installed, such party will promptly notify the other party, and the meters shall then be adjusted to accuracy. Each party shall give the other party forty eight (48) hours notice of the time of any test of meter so that the other party may have a representative present.

(D) If, upon any test, the percentage of inaccuracy of metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event farther back than a period of six (6) months. If, for any reason, the main meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered, through the period such meter is out of service or out of repair, shall be estimated and agreed upon by the parties thereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter if the same has been installed and is accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

(E) TAMUK may, at its option and its own expense, install and operate a check meter to check the meter installed by the City, but the measurement of water for the purpose of this Contract shall be solely by the City's meter, except in the cases hereinabove specifically provided to the contrary. Such check meter shall be of standard make and shall be subject at reasonable times to inspection and examination by any employee or agent of the City. The reading, calibration and adjustment of the check meter shall be made only by TAMUK, except during any period when a check meter is to be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration and adjustment thereof shall be made by the City in the presence of a TAMUK representative, with like effect as if such check meter had been furnished or installed by the City.

**Section 6. MEASUREMENT AND UNIT OF MEASUREMENT.** The volume of water that is billed to TAMUK shall be the amount of water delivered to TAMUK at the Points of Delivery described in Section 4. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

**Section 7. DELIVERY PRESSURE.** The water shall be delivered by the City at the Points of Delivery at "35" psi under normal operating conditions.

## **Section 8. PRICES AND TERMS.**

(A) The Contracting Parties recognize that the cost of operating the City's water system will vary from year to year. The "Purchased Water Rate" for each fiscal year shall be as set forth by the Kingsville City Commission, and amended from time to time at a duly posted meeting. The "Purchased Water Rate" for the first year of this Contract only is attached as Appendix A.

(B) Billing and Payment- The City shall bill TAMUK monthly for the amounts due the City hereunder for the preceding billing month which bill shall disclose the nature of the amounts due. Each bill will show the amount of water delivered during the billing period. Such monthly bills shall be delivered to TAMUK within five days after the end of each billing month by regular mail. All such bills shall be due in accordance with the Texas Prompt Payment Act, *Texas Government Code*, Section 2251.021. Any mistakes in any calculations or figures shall not alleviate TAMUK's obligation to pay the bill in full. Any mistakes in any calculations or figures shall be corrected immediately upon discovery and the corrected bill will be furnished to TAMUK. Any adjustment in the amount paid as a result of such mistake in calculation or figure will be added or deducted from the following month's bill. If TAMUK disputes a bill, it shall nevertheless pay the bill, in full, pending any refund, as may be determined as a result of appeal of the disputed bill. The dispute may be resolved by agreement or by the appropriate administrative agency.

(C) Late Payment- In the event TAMUK shall fail to make any payment required to be made to the City per the terms of this Contract, the City may charge interest on any overdue amounts in accordance with *Texas Government Code*, Section 2251.025 and may discontinue service.

**Section 9. FINANCING OF IMPROVEMENTS.** Should it become necessary or advisable, in the judgment of the City, for the City to provide any improvements of its sources of water supply, water production or water transmission facilities during the term of this Contract, which improvements would require the borrowing of money by the City, the City will take such steps as allowed by law to proceed with the borrowing of money and make such improvements, and may amend its rate ordinance to raise the charges and rates, which are uniformly applied to everyone in each category of customers, to pay the new Debt Service Requirements.

## **Section 10. SPECIAL CONDITIONS.**

(A) The City shall, subject to other provisions of this Contract, hold itself ready, willing and able to supply water to TAMUK to the extent it is capable.

(B) During any period of time when, in the judgment of the City, there is a critical shortage of water in the sources of supply available to the City, which makes it impractical or inadvisable for the City to deliver to TAMUK and the other users of the City's water with which it has water supply contracts, the full amounts of water required



to be delivered thereunder, the water deemed available by the City from its sources of supply shall be rationed to TAMUK and the other users of the City's water during each month of such period of time, in accordance with the "Drought Contingency Plan for the City of Kingsville" adopted on May 7, 2002 which shall be amended from time to time in compliance with applicable State and Federal Requirements.

**Section 11. FORCE MAJEURE.** In case by reason of Force Majeure either party hereto shall be rendered unable wholly or partially to carry out its obligations under this Contract, other than the obligation of TAMUK to make the payments required under the terms hereof, then if such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines or canals, partial or entire failure of water supply, or inability on the part of the City to deliver water hereunder on account of any other causes not reasonably within the control of the City. It is understood and agreed that the settlement of strikes and lockouts shall be difficult, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

**Section 12. DISPUTE RESOLUTION.** The dispute resolution process provided in *Texas Government Code*, Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUK and the City to attempt to resolve any claim for breach of contract made by the City that cannot be resolved in the ordinary course of business. The City shall submit written notice of a claim of breach of contract under this Chapter to the Comptroller of TAMUK, who shall examine the City's claim and any counterclaim and negotiate with the City in an effort to resolve the claim.

**Section 13. TERM OF CONTRACT.**

(A) This Contract shall begin on the Effective Date and expire on September 30, 2013.

(B) This Contract will automatically renew for one (1) year renewal terms each year for a maximum total of five (5) years.

(C) This Contract may be terminated at any time by any party with or without cause upon thirty (30) days advance written notice.

(D) Any notice of termination shall be sent to the other party to this Contract at the address listed in paragraph 16 of this Contract.

**Section 14. MODIFICATION.** This Contract may be changed or modified only with the consent of both the governing body of the City and TAMUK. Such modification may be requested by either party, in which event a joint meeting of such parties (representatives for City and TAMUK) shall be held not less than two weeks after the giving of such notice, at which joint meeting the requested changes or modifications shall be considered and discussed and if a joint meeting is not practical, such changes or modifications may be considered by each party at its own meeting. No such change or modification may be made which will affect adversely the prompt payment when due of all moneys required to be paid by TAMUK under the terms of this Contract, and no such change shall be effective which would cause a violation of any provision of any bond order which authorized said Bonds.

**Section 15. REGULATORY BODIES.** This Contract shall be subject to all applicable rules, regulations and laws of the State of Texas, or any governing body or agency having lawful jurisdiction.

**Section 16. NOTICES.** All notices or communication provided for herein shall be in writing and shall be delivered to the City or TAMUK; and if mailed, shall be sent by certified mail, postage prepaid, addressed to the City of Kingsville, P.O. Box 1458, Kingsville, Texas, 78364, or until otherwise specified by TAMUK in writing, to the Texas A&M University – Kingsville, Physical Plant Department, 700 University Blvd, MSC 142, Kingsville, Texas 78363.

**Section 17. NO THIRD-PARTY BENEFICIARIES.** Nothing in this Contract shall be construed to confer any right, privilege or benefit on any person or entity not a Party hereto or otherwise create any vested right or third-party beneficiary relationship.

**IN WITNESS WHEREOF,** the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute a duplicate original, all as of the day and year first written above.

[Signatures to Follow on the Next Page]

**TEXAS A&M UNIVERSITY - KINGSVILLE**

By: \_\_\_\_\_  
Terisa Riley  
Senior VP for Fiscal and Student Affairs

**RECOMMEND APPROVAL:**

By: \_\_\_\_\_  
Ralph Stephens  
Associate VP for Support Services

**CITY OF KINGSVILLE, TEXAS**

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

**ATTEST:**

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

(CITY SEAL)

# **AGENDA ITEM #12**



## ***Engineering Department***

361-595-8007  
361-595-8035 Fax

DATE: February 20, 2013  
TO: City Commission through City Manager  
FROM: Naim Khan, Director of Public Works/City Engineer  
SUBJECT: Amendment to Water supply contract between the City of Kingsville and Escondido Creek Estates, Inc.

### **SUMMARY**

This item authorizes to execute the amended water supply contract between Escondido Creek Estates, Inc. and the City of Kingsville.

### **BACKGROUND**

Currently the City of Kingsville is providing potable water to Escondido Creek Estates, Inc. under an agreement between these two parties. TCEQ desires Escondido Creek Estates, Inc. to have certain language added to its water supply contract with the City, thereby necessitating the need for this amendment.

### **RECOMMENDATION**

The staffs recommend proceeding with the approval of agreement as presented.

### **FINANCIAL IMPACT**

No financial impact to the City of Kingsville.

Approved

---

Vincent Capell, City Manager

**RESOLUTION # 2013-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE WATER SUPPLY CONTRACT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND ESCONDIDO CREEK ESTATES, INC.; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, TCEQ desires Escondido Creek Estates, Inc. to have certain language added to its water supply contract with the City, thereby necessitating the need for this amendment;

**NOW THEREFORE, 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 Amendment to the Water Supply Contract between the City of Kingsville and Escondido Creek Estates, Inc. in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25th day of February, 2013.

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

**ATTEST:**

\_\_\_\_\_  
Edna S. Lopez, City Secretary

**APPROVED AS TO FORM:**

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

## AMENDED WATER SUPPLY CONTRACT

THE STATE OF TEXAS     §

COUNTY OF KLEBERG     §

This Contract is effective as of the \_\_\_\_<sup>st</sup> day of \_\_\_\_\_, 2013, between the Escondido Creek Estates, Inc., a corporation, having been created under the laws of the State of Texas, ("ECE") and the City of Kingsville, Texas, a municipal corporation in Kleberg County, Texas (hereinafter called "City").

### WITNESSETH

**WHEREAS**, the City has constructed a water transmission line from the City of Kingsville, to furnish treated water to municipal and industrial customers including but not limited to ECE; and

**WHEREAS**, it is desirable and necessary for the best interest of the ECE that the City supply water to the ECE and that the City maintenance and operation expenses, and Debt Service Requirements, if any, be financed in part by this Contract; and

**WHEREAS**, the TCEQ desires ECE to have certain language added to its water supply contract with the City, thereby necessitating the need for this amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, City agrees to sell and ECE agrees to purchase water under the terms and conditions and for the considerations hereinafter set forth, to-wit:

**Section 1. DEFINITIONS.** Terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

(A) "Bonds" shall mean and include Combination Limited Tax and Revenue Bonds or Revenue Bonds or Tax Bonds or Certificates of Obligation as may be issued by the City whether one or more issues, to finance projects, including Bonds issued to refund such Bonds of the City.

(B) "Contracting Parties" shall mean the City of Kingsville and Escondido Creek Estates, Inc. and any other contracting parties that enter into a water supply contract with the City.

(C) "Debt Service Requirements" shall mean those requirements as stipulated in the loan documents adopted by the governing body of the City authorizing the incurrence of debt, including reserve and contingency requirements.

(D) "Debt Service Fund Expenditures" shall mean annual principal, interest, and service fees of all General Obligation Bonds, Warrants, Certificates of Obligation, and

Combination Tax and Junior Lien Revenue Certificates of Obligations, of the City of Kingsville, as assessed and collected through ad valorem taxes levied by the City in accordance with the laws of the State of Texas.

(E) "Fiscal year" shall mean the twelve month period beginning on October 1 and ending September 30 or such other twelve month period as designated by the City.

(F) "Maintenance and Operations Tax" shall mean those ad valorem taxes levied by the City in accordance with state law.

(G ) "Purchased Water Rate" shall mean the rate set by the City's governing body each year. The current minimum monthly water bill rate applicable to this contract, approved by the City Commission in September 2012, for an outside-city commercial customer having a meter allowance size of 3 inches is \$132.35 per month for the first 35,000 gallons and for water delivered per month in excess of the (35,000) minimum allowance the rate is \$3.71 per thousand gallons. Said rate can be amended by the City Commission.

**Section 2. QUANTITY.** The City agrees to provide at least 2.0 gpm per connection or provide at least 1,000 gpm and be able to meet peak hourly demands of ECE, whichever is less, but its obligations to furnish such water shall be limited to the amount of water available to it as the City can only pass on what water it pumps and it receives from the South Texas Water Authority; and the capacity of the City's supply main, having due regard for the equitable interest of both the City and the ECE together with the Contracting Parties to the City's water and further limited by the provisions of any future water supply contracts. The parties agree that no more than 50 residential connections shall be serviced under this contract.

**Section 3. QUALITY.** The water which will be delivered to the ECE by the City will be as received from City wells and from the South Texas Water Authority, with additional disinfection added by the Authority. The ECE has satisfied itself that this water will be suited for its needs.

**Section 4. POINTS OF DELIVERY.** The point of delivery into the ECE's distribution system shall be at the existing point of delivery which is located immediately following the downstream side of the ECE's meter located at West Escondido Road, Kingsville, Texas 78363 and any other points of delivery mutually agreed upon by the City and the ECE. ECE shall install and maintain a back flow preventor immediately on the downstream/receiving side of the City's water meter located at West Escondido Road. ECE's back flow preventor shall be tested annually and a copy of the test report shall be submitted to the City upon receipt of said report by ECE.

**Section 5. MEASURING EQUIPMENT.**

(A) The City shall furnish, install, operate and maintain at its own expense the necessary metering equipment of standard type for measuring properly the quantity of water delivered under this agreement. Such metering equipment shall be located on the



ECE's supply main at a location already designated by ECE. Such meter or meters and other equipment so installed shall remain the property of City. The reading, calibration and adjustment of the meter equipment shall be done only by the employees or agents of the City. However, the ECE shall have access to such metering equipment at all reasonable times. For the purpose of this agreement, the original record or reading of the main meter shall be the journal or other record book of the City in its office in which the records of the employees or agents of the City who take the reading are or may be transcribed. Upon written request of the ECE, the City will give the ECE a copy of such journal or record book, or permit the ECE to have access to the same in the office of the City during reasonable business hours.

(B) Not more than once in each calendar year, on a date as near the end of such calendar year as practical, the City shall test its main meter or meters and present to the ECE accuracy certification. This calibration shall be performed in the presence of a representative of ECE, and the Parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary, and if the check meter hereinafter provided for has been installed, the same shall also be calibrated in the presence of a representative of the ECE and the parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary. The City shall give the ECE notice of the time when any such calibration is to be made if a representative of the ECE is not present at the time set, the City may proceed with calibration and adjustments in the absence of any representative of the ECE.

(C) If either party at any time observes a variation between a main delivery meter and the check meter, if any such check meter shall be installed, such party will promptly notify the other party, and the meters shall then be adjusted to accuracy. Each party shall give the other party forty eight (48) hours notice of the time of any test of meter so that the other party may conveniently have a representative present.

(D) If, upon any test, the percentage of inaccuracy of metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event farther back than a period of six (6) months. If, for any reason, the main meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered, through the period such meter is out of service or out of repair, shall be estimated and agreed upon by the parties thereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter if the same has been installed and is accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

(E) The ECE may, at its option and its own expense, install and operate a check meter to check the meter installed by the City, but the measurement of water for the purpose of this agreement shall be solely by the City's meter, except in the cases hereinabove specifically provided to the contrary. Such check meter shall be of standard make and shall be subject to all reasonable times to inspection and examination by any employee or agent of the City, but the reading, calibration and adjustment thereof shall be made only by the ECE, except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration and adjustment thereof shall be made by the City with like effect as if such check meter had been furnished or installed by the City.

**Section 6. MEASUREMENT AND UNIT OF MEASUREMENT.** The volume of water that is billed to the ECE shall be the amount of water delivered to the ECE at the Points of Delivery described in Section 4. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

**Section 7. DELIVERY PRESSURE.** The water shall be delivered by the City at the point of delivery at the ECE's distribution system at least "35" psi under normal operating conditions.

**Section 8. PRICES AND TERMS.**

(A) The parties to this Contract recognize that since the cost of operating the City's System will vary from year to year, it is not practical to fix a set schedule of rates in this Contract which will control the price charged for water sold to the ECE. The "Purchased Water Rate" shall follow the most current commercial outside the city water rate as stated in the City of Kingsville Ordinance §5-3-51 Minimum Monthly Charge; Rate Schedule, as approved by the Kingsville City Commission and amended from time to time.

(B) Billing and Payment- The City shall bill the ECE monthly for the amounts due the City hereunder for the preceding billing month which bill shall disclose the nature of the amounts due. Each bill will show the amount of water delivered during the billing period. Such monthly bills shall be delivered to the ECE within five days after the end of each billing month by regular mail. All such bills shall be payable by the ECE on or before the fourteenth day from the date which they are mailed by the City. Any mistakes in any calculations or figures shall not alleviate the ECE's obligation to pay the bill in full. Any mistakes in any calculations or figures shall be corrected immediately upon discovery and the corrected bill will be furnished to the ECE. Any adjustment in the amount paid as a result of such mistake in calculation or figure will be added or deducted from the following month's bill. If the ECE disputes a bill, it shall nevertheless pay the bill, in full, pending any refund, as may be determined as a result of appeal of the disputed bill. The dispute may be resolved by agreement, or by appropriate administrative agency or court decision.

(C) Late Payment- In the event the ECE shall fail to make any payment required to be made to the City under the Contract, within the time specified shall follow City of Kingsville Ordinance § 5-3-53 Failure to Pay; discontinue service.

(D) Miscellaneous- In order to ensure equity for all Contracting Parties, all current and any future customers who are outside the City's city limits shall follow City of Kingsville Ordinance §5-3-51 Minimum Monthly Charge; Rate Schedule. Additionally, any new water customers shall agree to pay on a monthly basis their prorata share of costs that are not associated with actual water purchased transportation of and delivery of water based in their contracted Total Annual Capacity Demand Volume.

**Section 9. FINANCING OF IMPROVEMENTS.** Should it become necessary or advisable, in the judgment of the City, for the City to provide any improvements of its sources of water supply, water production or water transmission facilities during the term of the Contract, which improvements would require the borrowing of money by the City, the City will take such steps as allowed by law to proceed with borrowing of money and improvement, and may amend its rate ordinance to raise the charges and rates, which are uniformly applied to everyone in that category of customer, including all Contracting Parties, to pay the new Debt Service Requirements.

**Section 10. SPECIAL CONDITIONS.**

(A) The City shall, subject to Section 11 and the other provisions of this Contract, hold itself ready, willing and able to supply water to the ECE to the extent it is capable.

(B) Title to all water supplied hereunder shall remain the City's to the Point of Delivery, and upon passing through the City's meter or meters installed at the specified Point of Delivery such title to the water shall pass to the ECE. Each of the parties hereto shall be responsible for and agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by anyone on account of the transportation, delivery and disposal of said water title remains in such party.

(C) The ECE represents and covenants that the water supply to be obtained pursuant to this Contract is essential and necessary to the operation of its waterworks system, and that all payments to be made hereunder by it will constitute reasonable and necessary "operating expenses" of the ECE's waterworks system [as defined in Chapter 1502 of the Government Code, as amended]; and that all such payments will constitute reasonable and necessary "operating expenses" of the ECE's waterworks system under any and all revenue bond issues of the ECE, with the effect that the ECE's obligation to make payments from its waterworks revenues under this Contract shall have priority over its obligations to make payments of the principal of and interest on any and all of its revenue bonds.

(D) ECE agrees to fix and collect such rates and charges for water and services to be supplied by its waterworks system as will make possible the prompt payment of all expenses of operating and maintaining its waterworks system, including all payment

contracted hereunder, and the prompt payment of the principal of and interest on its obligations payable from the revenues of its waterworks system.

(E) During any period of time when, in the judgment of the City, there is a critical shortage of water in the sources of supply available to the City, which makes it impractical or inadvisable for the City to deliver to the ECE and the Contracting Parties with which it has water supply contracts the full amounts of water required to be delivered thereunder, the water deemed available by the City from its sources of supply, shall be rationed to such ECE and Contracting Parties during each month of such period of time, in accordance with the "Drought Contingency Plan for the City of Kingsville" adopted on May 7, 2002 which shall be amended from time to time in compliance with applicable State and Federal Requirements.

(F) The ECE if participating in or needing to participate in the Federal Flood Insurance Program and will do so during the term of this Contract.

(G) The ECE, in accordance with Water Code 11.1272 does hereby agree to implement a water conservation plan that provides for the utilization of those practices, techniques, and technologies that reduce or maintain the consumption of water, prevent or reduce the loss of and reuse of water, or prevent the pollution of water, so that a water supply is made available for future or alternative uses and the ECE will develop a conservation plan and it shall be filed with the City. Further, the ECE agrees that it will include water conservation provisions that will require implementation of water conservation measures in future water supply contracts or extension of water supply contracts with current customers.

**Section 11. FORCE MAJEURE.** In case by reason of force majeure either party hereto shall be rendered unable wholly or partially to carry out its obligations under this Contract, other than the obligation of the ECE to make the payments required under the terms hereof, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines or canals, partial or entire failure of water supply, or inability on the part of the City to deliver water hereunder on account of any other causes not reasonably within the control of the City. It is understood and agreed that the settlement of strikes and lockouts shall be difficult, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall

not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

**Section 12. LIMITATIONS OF CITY OBLIGATION.** By the execution of this contract the ECE acknowledges that it has received and reviewed a true copy of said agreement. The ECE agrees that it will take no action which would cause a violation of the Water Supply Agreement with the City of Kingsville and it will comply with such agreement including the following stipulation with regard to the rationing of water:

“All water sales agreements between City and its customers shall stipulate that should there be a shortage in the basic supply of water which requires the restriction or curtailing of any customer of water within the limits of that ECE that coincident with such restriction or limitation within the ECE, City will limit and restrict all of it's customers, both direct and indirect through resale, to the same extent. Such rationing by the ECE shall be applied uniformly to all water customers of the ECE.”

**Section 13. TERM OF CONTRACT.**

(A) This Agreement shall be for an initial term of one year, October 1, 2012 through September 30, 2013.

(B) This Agreement will automatically renew each year.

(C) This Agreement may be terminated at any time by any party with or without cause upon thirty (30) days advance written notice.

(D) Any notice of termination shall be sent to the other party to this water supply contract at the address listed in paragraph 16 of this agreement.

**Section 14. MODIFICATION.** This Contract may be changed or modified only with the consent of the governing bodies of both the City and President of the ECE. Such modification may be requested by either party, in which event a joint meeting of such parties shall be held not less than ninety days after the giving of such notice, at which joint meeting the requested changes or modifications shall be considered and discussed and if a joint meeting is not practical such changes or modifications may be considered by each party at its own meeting. No such change or modification may be made which will affect adversely the prompt payment when due of all moneys required to be paid by the ECE under the terms of this Contract, (and no such change shall be effective which would cause a violation of any provision of the bond order which authorized said Bonds.)

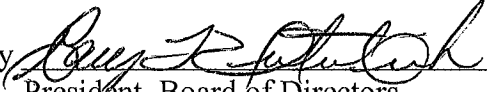
**Section 15. REGULATORY BODIES.** This Contract shall be subject to all valid rules, regulations and laws applicable the State of Texas, or any governing body or agency having lawful jurisdiction, or any authorized representative or agency of any of them.

**Section 16. NOTICES.** All notices or communication provided for herein shall be in writing and shall be delivered to the City or ECE; and if mailed, shall be sent by registered mail, postage prepaid, addressed to the City of Kingsville, Attn: City Manager, P.O. Box 1458, Kingsville, Texas, 78364, or until otherwise specified by the ECE in writing, to the Escondido Creek Estates, Inc., Attn: President, P.O. Box 973, Kingsville, Texas 78364.

**Section 17. NO THIRD-PARTY BENEFICIARIES.** Nothing in this Contract shall be construed to confer any right, privilege or benefit on any person or entity not a Party hereto or otherwise create any vested right or third-party beneficiary relationship.

**IN WITNESS WHEREOF,** the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute a duplicate original, all as of the day and year first written above.

ESCONDIDO CREEK ESTATES, INC.

By   
President, Board of Directors  
2/6/13

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

(AUTHORITY'S SEAL)

CITY OF KINGSVILLE, TEXAS

By \_\_\_\_\_  
Vincent J. Capell  
City Manager

ATTEST:

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

(CITY SEAL)

# **AGENDA ITEM #13**

**RESOLUTION #2013-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND TEXAS A&M UNIVERSITY-KINGSVILLE RELATING TO HISTORICAL SURVEY & INVENTORY OF THE HISTORIC DISTRICT OF KINGSVILLE, TEXAS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") and Texas A&M University-Kingsville ("TAMUK") try to work together for the benefit of our community when able to do so; and

**WHEREAS**, the City has obtained a Certified Local Government grant via the Texas Historical Commission, grants from the City and the City's Tourism Department (previously operated by the Kingsville Convention and Visitors Bureau), as well as in-kind staff-time matches from TAMUK and the City for a historical survey and inventory of the historic district of Kingsville, Texas; and

**WHEREAS**, the historic district is comprised of roughly 120 blocks and a previous survey and inventory was last completed in 1982 and reviewed in 1992; and

**WHEREAS**, the City previously approved entering into an Interlocal Agreement with TAMUK for a historical survey, via Resolution #2012-29 on June 25, 2012; and

**WHEREAS**, the plan originally was to contract out with a firm to provide a GIS map of the historic district, but now the parties would like the University students and staff to prepare this map and the parties desire an extension of the contract to perform the new services as well as additional funding; and

**WHEREAS**, the City of Kingsville and TAMUK would both benefit from the local university students and staff participating in this project; and

**WHEREAS**, the City's Tourism Department is prepared to financially proceed with this addition to the project; and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of the agreement attached hereto.

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

1.



**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into an Amendment to the Interlocal Cooperation Agreement Between the City of Kingsville and the Texas A&M University-Kingsville relating to a historical survey and inventory of the Historical District of Kingsville, Texas in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25th day of February, 2013.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## AMENDMENT TO CONTRACT

AMENDMENT 01

TO CONTRACT NO. 12-0508

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Contract to amend said contract as follows:

In accordance with the terms of the contract, for the study entitled "Historical Survey and Inventory of the Historic District of Kingsville, Texas" between the City of Kingsville and Texas A&M University-Kingsville:

- a) The contract term date is hereby extended from May 31, 2013 to August 31, 2013.
- b) As indicated in Appendix A the funding is Increased by \$15,000 (Fifteen thousand dollars). The total of all payments made against this contract shall not exceed a total of \$32,500 (Thirty-Two thousand and five hundred dollars).
- c) The Scope of Work is expanded as Indicated in Appendix B.

This Amendment shall become effective upon signature by both parties. All other terms and conditions not hereby amended are to remain in full force and effect.

RECEIVING AGENCY

PERFORMING AGENCY

CITY OF KINGSVILLE

TEXAS A&M UNIVERSITY-KINGSVILLE

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

By: Rebecca Davis

Name: \_\_\_\_\_

Dr. Rebecca A. Davis,  
Executive Director, Office of Research  
& Sponsored Programs

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

2-1-13  
\_\_\_\_\_  
Date

Greenspan

APPENDIX A

Sponsor PI	City of Kingsville Proposal Dr. Greenspan
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	Yr1	TAMUK MATCH	City of Kingsville/MATCH	TOTAL
Salaries	\$12,097			\$12,097
Fringe Benefits plus insurance	\$1,699			\$1,699
Supplies	\$1,204			\$1,204
Other Direct Costs				
Lab Supplies				\$0
Other				\$0
Consultant				\$0
Tx Tropical Trails				\$0
Total Other Direct Costs				\$0
Indirect Costs 51.5% S&W				\$0
Total Project Costs	\$15,000	\$0	\$0	\$15,000

## **Appendix B**

# **Certified Local Government (CLG) Historical Survey and Inventory of the Historic District of Kingsville, Texas**

A Joint Project of

The City of Kingsville

The City of Kingsville Historical Development Board and

Texas A & M University – Kingsville (TAMUK)



## **Scope of Work**

January 2013

## **Background**

Texas A & M University - Kingsville TAMUK entered into a contract/agreement With the City of Kingsville to complete specific work projects relating to a survey/inventory of Kingsville's Historic District as listed in Appendix A of contract number: 12-0580. The contract period commenced June 1, 2012 and shall terminate on May 31, 2013. The survey project is supported by a CLG grant via the Texas Historical Commission (THC), a grant from the City Commission of Kingsville and in-kind staff-time matches from TAMUK and the City of Kingsville.

## **People Resources**

- An approved historic preservation professional
- TAMUK faculty in related disciplines
- Students in related disciplines from the Arts & Sciences and Engineering Colleges
- City Staff

## **Project**

We intend to extend this contract to August 31, 2013 in order to build on the mapping component of the project as detailed in Appendix A to create a GIS map of the project area. This GIS map must, as a minimum, identify all sites and properties in the historic district, coded as to status: non-contributing, contributing, standalone eligible, etc.

### **Expected products:**

- Detailed maps identifying the location of all surveyed properties and districts.
- Local maps (preferably with building footprints) or USGS 7.5 series maps may be used to identify clearly surveyed sites and their site numbers.
- A figure for the total numbers of acres surveyed.
- Maps of the survey area developed using GIS data.

Please provide two (2) copies of the local maps or USGS maps (one hard copy and one electronic copy).

Date: February 15, 2013

To: Courtney Alvarez, City Attorney and Vince Capell, City Manager

From: Cynthia Martin, Downtown Manager

Via: Bob Trescott, Director of Tourism

Re: Execute Amendment #1 to the Contract for the "Historical Survey and Inventory of the Historic District of Kingsville, Texas" between the City of Kingsville and Texas A & M University Kingsville

In June of 2012, the City of Kingsville entered into an Interlocal Cooperation Agreement between the City of Kingsville and Texas A&M University Kingsville relating to the Historical Survey and Inventory of Kingsville's Historic District. The resultant Contract #12-0508 laid out specific tasks to be completed by City Staff in conjunction with university students supported by TAMUK faculty. The work called out for under this contract is nearing an end and the contract is scheduled to terminate May 31, 2013. This project is supported by a Certified Local Government (CLG) grant via the Texas Historical Commission.

Amendment #1 to the contract calls for the extension of the contract's deadline date from May 31<sup>st</sup> to August 31<sup>st</sup> of 2013, to extend the Scope of Work to encompass the mapping phase of the project to ~~in~~ an enhanced GIS product – a map of the Historic District and to increase funding by \$15,000 to cover student salaries, stipends for the TAMUK faculty from the GIS and History Departments and supplies. A GIS map of the historic district would be of great use to the City's Planning & Development Department for the purpose of Preservation Planning and would complement the Department's current GIS maps. A GIS map of the Historic District would not only satisfy the requirements set out by the Texas Historical Commission for the mapping portion of the project but would exceed them. The Texas Historical Commission is currently moving forward with plans to set up a GIS database for survey data for the State and the City's GIS map will be able to be easily included. There are sufficient funds in the budget to cover funding for the extended scope of work. Money was set aside early on in the project to hire a firm to do the work that has since been and, if this proposal is approved, will be done by TAMUK students and faculty and City Staff.

We are pleased to be able to offer an opportunity for the City to collaborate with the University to the benefit of both.

# **AGENDA ITEM #14**



## Purchasing/IT Department

361-595-8025  
361-595-8035 Fax

DATE: February 15, 2013  
TO: City Commission through City Manager  
FROM: David Mason, Purchasing/IT Director  
SUBJECT: Community Appearance Equipment

### SUMMARY

This item authorizes the one (1) John Deere 318D Skid Steer Loader Base with GT72 Grapple and one (1) John Deere Z970R ZTrak Commercial Mower as well as the trade in of the 2009 John Deere 5065M and accessories.

### BACKGROUND

Community Appearance is in need of additional equipment to properly fulfill their mission. The John Deere Z970R will supplement the current mower. The 318D Skid Steer with Grapple will greatly enhance the ability of the operators to remove different types of debris when performing property abatement. The machine is smaller and more maneuverable in the many tight situations within properties. The grapple will be able to remove debris better than a "scoop" type front end loader currently associated with the tractor.

### RECOMMENDATION

The purchases will be made as follows:

318D Skid will be purchased from John Deere Construction Retail Sales under BuyBoard Contract 345-10 for \$34,924.88. The Z970R will be purchased from John Deere Company National Accounts, Cary, NC for \$10,768.44 under the National Purchasing Partners Cooperative Agreement. Robstown Hardware will be accepting the 5065M and accessories with a trade in price of \$23,000 bringing the net cost to \$22,693.32

### FINANCIAL IMPACT

The purchase will expend \$22,693.32 from 091-5-160.3-712.00 .

Approved

---

Vince Capell, City Manager





**JOHN DEERE**



David Mason  
City of Kingsville  
1300 E Corral  
Kingsville TX 78363

February 18, 2013

Quote Number 137670 : Skid Steer 318D, TASB/BuyBoard Contract  
345-10.

*All the prices in the detailed sections are Per machine basis.*

**Machine Configuration**

Code	Description	Qty	Unit Price
8160T	318D SKID STEER LOADER BASE	1	\$33,315.00
0800	NO PACKAGE	1	In Base
0900	FOOT CONTROLS	1	In Base
1025	TRANSMISSION - SINGLE SPEED	1	In Base
2400	10X16.5 TREADED SOLIDFLEX	1	\$2,565.00
3000	HYD CIR STD	1	In Base
4001	2" SEAT BELT W/SHOULDERSTRAP	1	\$198.00
5001	POWER QUICK TACH	1	\$779.00
5204	CAB W/ HEAT, DEFROST & AIR	1	\$4,304.00
6001	MECHANICAL SUSPENSION SEAT	1	In Base
6500	STANDARD FAN DRIVE	1	In Base
6800	HORN	1	\$131.00
6900	PRECLEANER	1	\$302.00
7210	L/HD FUEL FILTER	1	In Base
8040	BACKUP ALARM KIT	1	\$98.00
8300	SINGLE SET COUNTERWEIGHT	1	\$326.00
8340	RADIO, AM/FM/WB W/AUX INPUT	1	\$505.00
8350	REAR VIEW MIRROR (INT MOUNT)	1	\$84.00
<b>Total</b>			<b>\$42,607.00</b>
<b>Discount (26%)</b>			<b>\$11,077.82</b>
<b>Net Price</b>			<b>\$31,529.18</b>

Code	Description	Qty	Unit Price
0290KV	72" TINED GRAPPLE BKT (GT72)	1	\$3,929.00
<b>Total</b>			<b>\$3,929.00</b>
<b>Discount (20%)</b>			<b>\$785.80</b>
<b>Net Price</b>			<b>\$3,143.20</b>

(A) \$31,529.18  
 (B) 3,143.20  
 (C) 252.50  
 \$34,924.88

**Custom Jobs**

Code	Description	Qty	Price
	Dealer Install Grapple Bucket	1	\$252.50
<b>Total</b>			<b>\$252.50</b>

**TradeIns**

Make	Model	Year	Description	Qty	Trade-in Unit Price
DEERE	5065M	2009	Tractor	1	\$16,000.00
DEERE	553	0	Loader Attachment	1	\$4,000.00
DEERE	MX8	0	Rotary Cutter	1	\$3,000.00
<b>Total TradeIns Price</b>					<b>\$23,000.00</b>

**Quote Summary - Skid Steer 318D (per unit)**

Item Description	Prices
Machine Net Price	\$34,672.38
Custom Jobs	\$252.50
Less Trade-ins	-\$23,000.00
<b>Price per Machine</b>	<b>\$11,924.88</b>

**Total Net Price (Quantity = 1)****\$11,924.88****Warranty Terms**

318D includes Standard Warranty of 12 months.

**Remarks:***Please note that this quote is valid for 30 days.*

Contact Richard Murga; Phone 309-765-0260, Fax 309-765-3358; Email:  
MurgaRichard@JohnDeere.com -- PO must be made out to : John Deere Construction Retail  
Sales, 1515 Fifth Ave., Moline, IL 61265







Quote Id: 7490222

Customer Name: CITY OF KINGSVILLE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

John Deere Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580;  
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

ROBSTOWN HARDWARE COMPANY  
US HWY 77 BYPASS SOUTH  
ROBSTOWN, TX 78380  
361-387-2564

**Quote Summary****Prepared For:**

CITY OF KINGSVILLE  
PO BOX 1458  
KINGSVILLE, TX 78364  
Business: 512-592-5235

**Delivering Dealer:**

**ROBSTOWN HARDWARE  
COMPANY**  
Burt Zimmerman  
US HWY 77 BYPASS SOUTH  
ROBSTOWN, TX 78380  
Phone: 361-387-2564  
bzimmerman@king-ranch.com

Quote ID: 7490222

Created On: December 17, 2012

Last Modified On: December 17, 2012

Expiration Date: January 31, 2013

**Equipment Summary****Selling Price****Qty****Extended**

JOHN DEERE Z950R Commercial  
ZTrak

\$ 9,856.44 X

1 =

\$ 9,856.44

**Contract:** National Purchasing Partners (NPP)\_NPP**Price Effective Date:** December 17, 2012

JOHN DEERE Z960R Commercial  
ZTrak

\$ 10,365.64 X

1 =

\$ 10,365.64

**Contract:** National Purchasing Partners (NPP)\_NPP**Price Effective Date:** December 17, 2012

JOHN DEERE Z970R Commercial  
ZTrak

\$ 10,768.44 X

1 =

\$ 10,768.44

**Contract:** National Purchasing Partners (NPP)\_NPP**Price Effective Date:** December 17, 2012

JOHN DEERE 997 Commercial L. C.  
Diesel Max-Frame Z-Trak with 72 In.  
Side Discharge 7-Iron PRO Deck

\$ 15,461.44 X

1 =

\$ 15,461.44

**Contract:** National Purchasing Partners (NPP)\_NPP**Price Effective Date:** December 17, 2012**Equipment Total****\$ 46,451.96**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total

\$ 46,451.96

Trade In

SubTotal

**\$ 46,451.96**

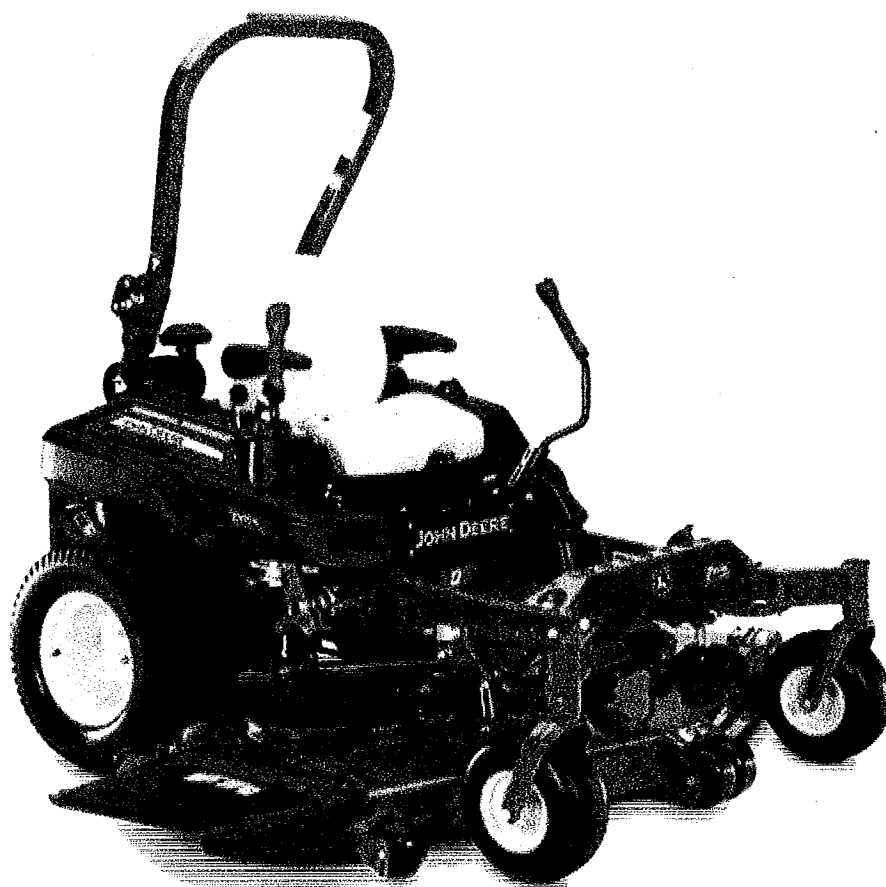
Total

**\$ 46,451.96**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_


CONFIDENTIAL



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# MEMORANDUM

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TO: Mayor Sam Fugate and City Commissioners  
FROM: Vince Capell, City Manager  
DATE: February 20, 2013   
SUBJECT: Additional Budget Savings from FY2012 – February 25, 2013 Regular  
Commission Meeting, Agenda Items 14 and 15

As the Fiscal Year 2012 (ending September 30, 2012) annual audit comes to a close, Finance Director Mark Rushing is able to provide more specific year-end financial results for that year. Barring any unforeseen audit adjustments, Mr. Rushing's analysis reveals that the City will have an additional \$600,000 in FY2012 budgetary savings above that which has already been anticipated and included in the FY2013 annual budget. This additional \$600,000 is also over and above the minimum fund balances recommended for unexpected emergencies and events.

I have asked staff to seek Commission approval (see February 25, 2013 Commission agenda items No. 14 and 15) that would expend \$22,694 of this \$600,000 FY2012 surplus on new and replacement equipment for the Community Appearance Division of the Planning and Development Services Department.

On March 11, 2013 I anticipate that staff will bring forward two additional expenditure items (exact costs not known, but total will probably be in the range of \$100,000 to \$120,000 for the following: (1) to complete the dumpster enclosure program and (2) to install tree plantings in the median along W. Santa Gertrudis Street from 141 Hwy. east to where the median ends at TAMUK. These two expenditure proposals are a significant component of the City's beautification efforts.

Limiting these proposed initial expenditures to \$150,000 when the total available ~~is~~ expected is equal \$600,000 does not represent a significant financial risk to the City given the limited possibility that there will be a final audit adjustment of equal magnitude.

Aside from two recent instances of property owners painting or affixing signs to the City's dumpster enclosures and another instance in which a driver completely ran through and demolished an enclosure, the program is working well and the enclosures are being well maintained. Of these three enclosure instances, the demolished enclosure was reconstructed using proceeds from the driver's insurance company. The property owner that affixed the metal sign to the enclosure has since removed the sign leaving the painted enclosure at Corral and

Armstrong as the sole remaining example of altered enclosures from among a total of fifty enclosures that were initially constructed.

These recent enclosure alterations prompted staff to send written notification to all dumpster customers informing them that the enclosures remain the city's property and are not to be defaced or altered in any way. Also, as new dumpster customers come on board, staff is asking them to sign a statement acknowledging that they are to refrain from making any alterations to the enclosures.

The remaining \$450,000 (\$650,000 - \$150,000 (est.)) of FY2012 budget surplus should probably be left mostly untouched until after the auditors have completed the audit for FY2012. Having said that, I would like to offer up the following possibilities for Commission's consideration as to how some or all of the remaining \$450,000 might be expended. \$200,000 of this amount could be used for the up-front economic development cash incentive to Wildwood Trails housing development with the remaining \$250,000 going to City streets. Obviously, these are only suggestions to be discussed alongside other proposals the City Commission might want to consider.



# **AGENDA ITEM #15**

**ORDINANCE NO. 2013-**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 BUDGET FOR THE COMMUNITY APPEARANCE DEPARTMENT TO PURCHASE ONE (1) JOHN DEERE 318D SKID STEER LOADER BASE WITH GT72 GRAPPLE AND ONE (1) JOHN DEERE Z970R ZTRAK COMMERCIAL MOWER AS WELL AS THE TRADE IN OF THE 2009 JOHN DEERE 5065M AND ACCESSORIES.**

**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 2012-2013 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<b>Fund 001</b>	<b>General Fund</b>				
<u>Capital</u>					
2		Fund Balance	610.00		<u>\$22,694</u>
					<u>\$22,694</u>
<u>Expenses</u>					
5-690.0		Fund Exp/Trsfrs Fund 091	394.93	<u>\$22,694</u>	
				<u>\$22,694</u>	
<b>Fund 091</b>	<b>General Fund Capital Projects Fund</b>				
<u>Revenues</u>					
4-000.0		Transfer from Fund 001	750.13	<u>\$22,694</u>	
				<u>\$22,694</u>	
<u>Expenses</u>					
5-160.3	Community Appearance	Equipment	712.00	<u>\$22,694</u>	
				<u>\$22,694</u>	

[Community Appearance is in need of additional equipment to properly fulfill their mission. The equipment will greatly enhance the ability of the operators to remove different types of debris when performing property abatement. This purchase is being funded from the FY12-13 surplus.]

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 February. 2013.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2013.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## Purchasing/IT Department

361-595-8025  
361-595-8035 Fax

DATE: February 15, 2013  
TO: City Commission through City Manager  
FROM: David Mason, Purchasing/IT Director  
SUBJECT: Community Appearance Equipment

### SUMMARY

This item authorizes the one (1) John Deere 318D Skid Steer Loader Base with GT72 Grapple and one (1) John Deere Z970R ZTrak Commercial Mower as well as the trade in of the 2009 John Deere 5065M and accessories.

### BACKGROUND

Community Appearance is in need of additional equipment to properly fulfill their mission. The John Deere Z970R will supplement the current mower. The 318D Skid Steer with Grapple will greatly enhance the ability of the operators to remove different types of debris when performing property abatement. The machine is smaller and more maneuverable in the many tight situations within properties. The grapple will be able to remove debris better than a "scoop" type front end loader currently associated with the tractor.

### RECOMMENDATION

The purchases will be made as follows:

318D Skid will be purchased from John Deere Construction Retail Sales under BuyBoard Contract 345-10 for \$34,924.88. The Z970R will be purchased from John Deere Company National Accounts, Cary, NC for \$10,768.44 under the National Purchasing Partners Cooperative Agreement. Robstown Hardware will be accepting the 5065M and accessories with a trade in price of \$23,000 bringing the net cost to \$22,693.32

### FINANCIAL IMPACT

The purchase will expend \$22,693.32 from 091-5-160.3-712.00 .

Approved


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Vince Capell, City Manager

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# MEMORANDUM

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TO: Mayor Sam Fugate and City Commissioners  
FROM: Vince Capell, City Manager   
DATE: February 20, 2013  
SUBJECT: Additional Budget Savings from FY2012 – February 25, 2013 Regular  
Commission Meeting, Agenda Items 14 and 15

As the Fiscal Year 2012 (ending September 30, 2012) annual audit comes to a close, Finance Director Mark Rushing is able to provide more specific year-end financial results for that year. Barring any unforeseen audit adjustments, Mr. Rushing's analysis reveals that the City will have an additional \$600,000 in FY2012 budgetary savings above that which has already been anticipated and included in the FY2013 annual budget. This additional \$600,000 is also over and above the minimum fund balances recommended for unexpected emergencies and events.

I have asked staff to seek Commission approval (see February 25, 2013 Commission agenda items No. 14 and 15) that would expend \$22,694 of this \$600,000 FY2012 surplus on new and replacement equipment for the Community Appearance Division of the Planning and Development Services Department.

On March 11, 2013 I anticipate that staff will bring forward two additional expenditure items (exact costs not known, but total will probably be in the range of \$100,000 to \$120,000 for the following: (1) to complete the dumpster enclosure program and (2) to install tree plantings in the median along W. Santa Gertrudis Street from 141 Hwy. east to where the median ends at TAMUK. These two expenditure proposals are a significant component of the City's beautification efforts.

Limiting these proposed initial expenditures to \$150,000 when the total available ~~is~~ expected is equal \$600,000 does not represent a significant financial risk to the City given the limited possibility that there will be a final audit adjustment of equal magnitude.

Aside from two recent instances of property owners painting or affixing signs to the City's dumpster enclosures and another instance in which a driver completely ran through and demolished an enclosure, the program is working well and the enclosures are being well maintained. Of these three enclosure instances, the demolished enclosure was reconstructed using proceeds from the driver's insurance company. The property owner that affixed the metal sign to the enclosure has since removed the sign leaving the painted enclosure at Corral and

Armstrong as the sole remaining example of altered enclosures from among a total of fifty enclosures that were initially constructed.

These recent enclosure alterations prompted staff to send written notification to all dumpster customers informing them that the enclosures remain the city's property and are not to be defaced or altered in any way. Also, as new dumpster customers come on board, staff is asking them to sign a statement acknowledging that they are to refrain from making any alterations to the enclosures.

The remaining \$450,000 (\$650,000 - \$150,000 (est.)) of FY2012 budget surplus should probably be left mostly untouched until after the auditors have completed the audit for FY2012. Having said that, I would like to offer up the following possibilities for Commission's consideration as to how some or all of the remaining \$450,000 might be expended. \$200,000 of this amount could be used for the up-front economic development cash incentive to Wildwood Trails housing development with the remaining \$250,000 going to City streets. Obviously, these are only suggestions to be discussed alongside other proposals the City Commission might want to consider.

# **AGENDA ITEM #16**

**ORDINANCE NO. 2013-**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 BUDGET FOR THE POLICE DEPARTMENT TO PURCHASE BODY ARMOR AND PROTECTIVE 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 2012-2013 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<b>Fund 091</b>	<b>General Fund Capital Projects Fund</b>				
<u>Capital</u>					
2		Fund Balance	610.00		<u>\$42,480</u>
					<u>\$42,480</u>
<u>Expenses</u>					
5-210.0	Police Department	Uniforms & Pers.Wear	212.00	<u>\$42,480</u>	
				<u>\$42,480</u>	

[The Police Department is in need of additional equipment to properly fulfill their mission. The equipment will greatly enhance the protection of the Officers in the field. This equipment is sufficient to cover 46 Officers. This is a FY13 appropriation needed due to late delivery of the body armor. The purchase request was originally presented and approved at the February 13, 2012 City Commission meeting.]

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 February, 2013.

**PASSED AND APPROVED** on this the \_\_ day of \_\_\_\_\_, 2013.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

KINGSVILLE POLICE DEPARTMENT

INTER-OFFICE MEMORANDUM

FEBRUARY 18<sup>TH</sup>, 2013

TO : Vincent J. Capell  
FROM : James Bryson III, Accounting Manager  
SUBJECT : Body Armor Purchase

This request was previously presented and approved at the February 13<sup>th</sup>, 2012 Commissioner's meeting. The Vendor was unable to supply the full request for body armor until recently. The funds were allocated for the purchase at the time the expenditure was approved but because the City is in a new fiscal year the request needs to be reconsidered. The initial request was for \$80,453 of which \$42,480 is remaining and will be used to complete the initial purchase upon approval.

I have provided the previously submitted documentation as well as the current purchase specifications for your consideration.

7. Consider resolution establishing a Comprehensive Housing Plan for the City of Kingsville. (Director of Development Services).


8. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies, Section 1 Classification and Compensation Plan to add the position of Information and Technology Librarian to Range 12 of the City of Kingsville Classification and Compensation Plan for Fiscal Year 2011-2012. (City Manager).

9. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules; Providing for a revised school zone for the Methodist Day Care Center and the relocation of a school zone sign. (City Engineer/Director of Public Works).

10. Consider authorizing expenditure of \$6,250 of Fiscal Year 2010-2011 Surplus Funds for Historical Commission Grant cash match. (Downtown Manager).

11. Consider authorizing expenditure of \$22,206.78 for two (2) power stretchers and two (2) lap-top computers for the Fire Department from Fiscal Year 2010-2011 Surplus Funds. (Fire Chief).

12. Consider authorizing expenditure of \$17,000 for Police Department and building repairs from Fiscal Year 2010-2011 Surplus Funds. (Police Chief).

 13. Consider authorizing expenditure of \$80,453 for body armor for Police Department Officers from Fiscal Year 2010-2011 Surplus Funds. (Police Chief).

14. Consider authorizing expenditure of \$36,445 for beautification project at Police Department from Fiscal Year 2010-2011 Surplus Funds. (Police Chief).

15. Consider authorizing expenditure of \$16,750 for Community Appearance Building improvements from Fiscal Year 2010-2011 Surplus Funds. (Director of Development Services).

16. Consider authorizing expenditure of \$507,147. 58 for paving project on Ailsie Avenue and Armstrong Avenue from Fiscal Year 2010-2011 Surplus Funds. (City Engineer/Public Works Director).

17. Consider authorizing expenditure of up to \$39,050 for GIS Equipment, Service & related fees using Fiscal Year 2010-2011 Surplus Funds. (City Engineer/Public Works Director).

18. Consider introduction of an ordinance amending the Fiscal Year 2011-2012 budget for the General Fund Capital Projects Fund for various departments to utilize Fiscal Year 2010-2011 Surplus Funds and the Utility Fund Capital Projects for the engineering department. (Finance Director).

19. Consider waiver of interest on liens for properties owned by Jose Silguero in the amount of \$764.09 and Julia Hees in the amount of \$513.58. (Finance Director).

**KINGSVILLE POLICE DEPARTMENT  
INTER-OFFICE MEMORANDUM**

February 2, 2012

**TO** : Vincent J. Capell

**FROM** : Ricardo Torres, Chief of Police

**SUBJECT** : Projects for Consideration with FY2010-2011 Fund Balance

During my recent performance appraisal we met and specifically discussed my desire to replace protective body armor for our officers. The project which I have put forth for consideration addresses that need.

The majority of the body armor being worn by officers in the field was purchased in August of 2008. The majority of our current armor for our SWAT Unit is nearly 10 years old and needs to be replaced. To assist us with the cost of body armor we have aggressively targeted the Bulletproof Vest Proposal Grant over the last few years. Unfortunately, we have only been funded about four thousand dollars during that time, which is approximately only 10% of the total costs of the vests. The additional costs during my tenure have all been paid for from Chapter 59 funds. In addition the BVP Grant does not fund tactical body armor for our SWAT Unit.

One of the questions you may have is, "How often should we change our body armor?" Each unit of body armor is made up of two parts: the ballistic panels and the carrier. The ballistic panels are warranted for five years, and a replacement is recommended at the end of that period. The carriers are warranted for 12 months and should be replaced as needed. The warranty is null and void if improper care, misuse or neglect occurs.

The proposal will allow for our department to accomplish the goal of replacing the body armor more quickly rather than over the course of the next year or number of years. These goals mirror the goals of the city commission including promoting the safety, health and the general well-being of the community within the bounds of fiscal responsibility while preserving and advancing the quality of life resulting in exceptional civic pride.

As per our staff meeting on Wednesday, February 1<sup>st</sup>, 2012 we would request that this item be placed on the City of Kingsville Commission Agenda for Monday, February 13<sup>th</sup>, 2012 for consideration.

# **AGENDA ITEM #17**

# CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



February 18, 2013

Mr. Kellam

RE: 621 E NETTIE

621 E Nettie was noticed for being substandard according to city codes. The property owners contacted the city to make arrangements for the city to demolish the structure. Mr. Ydrogo and Mr. Almarez signed and submitted the application where it states the cost to demo and the monthly payment. The agreement also states that if payment is not made, a lien will be placed on the property. Mr. Ydrogo and Mr. Almarez have failed to make the first months payment and have not made any attempt to contact our finance department to make arrangements. In keeping with the agreement a lien should be placed on the property located at 621 E Nettie for failure to submit payment. The original agreement was for the amount of \$1296, however all cost will be added to the lien once Commission approves. This amount will be \$2112.15. I will submit all information on this case to you, including pictures and the agreement.

Thank you

Jennifer Bernal



### Project Cost Estimate

Project Location:  
621 E Nettie

Estimated By:  
Luke Stevens

Property Owner:

Project Title:

Abatement of Noxious Matter

Date Completed:

20-Nov-12

Labor Estimates**		Quantity		Labor Cost	
Job Description		Amount*	Unit	Unit Cost**	Total
Position	Employee				
Equip Oper III	Chris Sanchez	5	hrs	\$16.27	\$81.35
Equip Oper II	Danny Navejar	5	hrs	\$13.68	\$68.40
Equip Oper II	Jose Flores	5	hrs	\$13.68	\$68.40
			hrs		
			hrs		
			hrs		
			hrs		
Labor Totals					\$218.15
Equipment Estimates*		Quantity		Cost	
Item Description	Unit No.	Amount	Unit/hr	Unit Cost***	Total
Wheel Loader	#311	5	hr.	\$40.00	\$200.00
Brush Truck	#331	5	hr.	\$47.00	\$235.00
Brush Truck	#303	5	hr.	\$47.00	\$235.00
			hr.		
			hr.		
			hr.		
Equipment Total					\$670.00
Minor Supplies		Quantity		Material Cost	
Description		Amount	Unit	Unit Cost	Total
Minor Supplies Total					
Other Fees		Quantity		Cost	
Description		Amount	Unit	Unit Cost	Total
Tipping Fees		40.8	tons	\$30.00	\$1,224.00
Other Fees Total					\$1,224.00
Grand Totals		Quantity		Material Cost	
		Amount	Unit	Unit Cost	Total
Labor					\$218.15
Equipment					\$670.00
Minor Supplies					-
Other Fees					\$1,224.00
Grand Total					\$2,112.15

# CITY OF KINGSVILLE

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364



## Property Owner Release for Nuisance Abatement

### RELEASE BY PROPERTY OWNER FOR NUISANCE ABATEMENT

The undersigned, being the owner or owners of the real estate located in the City of Kingsville, Texas, described as follows:

ADDRESS:

821 E Nettie

LEGAL DESCRIPTION:

3rd, block 11, lot 12, 13

PROPERTY TAX NO:

Hereby recognize that there is situated on such real estate a nuisance, to wit: *substandard structure*, as that term is defined by applicable ordinances of the City of Kingsville, Texas, and hereby request that the City of Kingsville abate such nuisance by *demolishing the structure and cleaning and grading the surface*. I understand that I am entitled to a public hearing wherein I may present proof of compliance with City ordinances. By my signature below I hereby waive my right to the public hearing and admit that the *structure* constitutes a nuisance and constitutes a danger to the public health, safety and welfare.

And in consideration therefore, I/we hereby release the City of Kingsville, its agents, servants, representatives, officials, officers and employees from any and all liability that arises or may arise from the abatement of the nuisance, including *any damage to other structure, vegetation, trees*.

The City of Kingsville agrees to abate the nuisance (*demolishing the structure, cleaning and grading the surface*.)

It is further agreed that the City shall have a lien on the above referenced property to recoup the total cost of the abatement, including and administrative charges and any other charges incurred by the City in abating the nuisance.

EXECUTED this 16 day of October, 2012

Jesse A. Ydrogo

PROPERTY OWNER (PRINT)

Jesse A. Ydrogo

SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

821 E Santa Gertrudis Kingsville Tx

MAILING ADDRESS

Contact Julio Almaraz  
956-650-7187



# CITY OF KINGSVILLE

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364



STATE OF TEXAS

COUNTY OF KLEBERG

This instrument was acknowledged before me on this the 16 day of October, 2012, by Jennifer L Bernal as owner(s) of the property.

NOTARY PUBLIC, STATE OF TEXAS

CITY OF KINGSVILLE

BY: \_\_\_\_\_



STATE OF TEXAS

COUNTY OF KLEBERG

This instrument was acknowledged before me on this 16 day of October, 2012 by Jennifer L Bernal of the City of Kingsville, a Texas municipal corporation, on behalf of said Municipal Corporation.

NOTARY PUBLIC, STATE OF TEXAS



# CITY OF KINGSVILLE

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364



## Payment Agreement

This payment agreement plan is made between the **City of Kingsville** and Jesse A Ydros wherein Julio C Almaraz agrees to make payments to the **City of Kingsville** in accordance with the terms provided below:

\$ 108<sup>00</sup> to be received by the **City of Kingsville** on or before the first of every month from (Date) 12/1/12 until the outstanding balance is paid in full.

You will have 30 days after the abatement has been completed to come to the Collections Department, 1<sup>st</sup> floor, City Hall, Kingsville, Texas to **pay in full** or **make payment arrangements**. If you fail to do either of the payment arrangements you will have a lien placed on your property until the payment is made in full.

Some costs may be incurred that the City of Kingsville cannot foresee and the property owner is liable for those charges as well.

Declaration: I have read the payment agreement and agree with all the terms. I have received a copy of the necessary documents and well aware of the consequences of not meeting with the aforementioned accordance.

Name and address of the payee:

Julio C Almaraz  
821 E Santa Gertrudis  
Kingsville Ta

Signature of the payee:

Julio C Almaraz

*signature of property owner*

Date:

11/15/12

**City of Kingsville**

**200 East Kleberg**

**Kingsville, Texas 78363**

Jesse A Ydros

Signature of the City Representative:

Jennifer L Bernal

Date:

11/15/12

Name and address of the witness/es:

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

Signature of the witness/es:

\_\_\_\_\_

Date:

\_\_\_\_\_

KLEBERG COUNTY APPRAISAL DISTRICT

PROPERTY 20082

Legal Description

3RD, BLOCK 11, LOT 12, 13

OWNER ID

46898

OWNERSHIP

100.00%

PROPERTY APPRAISAL INFORMATION 2012

YDROGO JESSE

819 W AVE H

KINGSVILLE, TX 78363-3050

Values

ENTITIES

IMPROVEMENTS

LAND MARKET

MARKET VALUE

PRODUCTIVITY LOSS

APPRAISED VALUE

HS CAP LOSS

ASSESSED VALUE

0

+

=

-

=

-

=

100501112000192

Ref ID2: R20082

Map ID PLAT

ACRES:

EFF. ACRES:

APPR VAL METHOD: Cost

SITUS 621 E NETTIE

SKETCH for Improvement #1 (RESIDENTIAL)

GENERAL

UTILITIES

TOPOGRAPHY

ROAD ACCESS

ZONING

NEXT REASON

REMARKS

LAST APPR. LR

2011

04/08/2011

PC

DATE

DATE

FOR 2011 NO VAL CHG ON ACCT PER APPR LR

4/8/11 4/15/11 VG -- FOR '10 FLAT IMPS @ NV

PER DESTROYED BY FIRE PER LR 1/19/10

1/21/10 JO -- FOR 2008 NO VALUE CHANGE PER

BUILDING PERMITS

PERMIT TYPE

PERMIT AREA

ST

PERMIT VAL

SALE DT

PRICE

GRANTOR

DEED INFO

02/10/2004

\*\*\*\*\*

CENTEX HOME EQUISPWD/VL / 276 / 651

06/09/2003

\*\*\*\*\*

CAVAZOS GABRIEL FOR / 260 / 259

09/01/1992

\*\*\*\*\*

GARCIA MAXIMILIA OT / 73 / 592

SUBD: S005

100.00%

NBHD:

#

TYPE

DESCRIPTION

MTHD

CLASS/SUBCL

AREA

UNIT PRICE/UNITS

BUILT

EFF YR

COND.

VALUE

DEPR

PHYS

ECON

FUNC

COMP

ADJ

ADJ VALUE

MA

MAIN AREA

F

FF3/

912.0

0.00 1

1945

100%

100%

100%

100%

100%

1.00

0

CP1

CARPORTRASH

F

\*/

972.0

0.00 1

1993

100%

100%

100%

100%

100%

1.00

0

OP1

OPEN PORCH B

F

\*/

144.0

0.00 1

1995

100%

100%

100%

100%

100%

1.00

0

1. RESIDENTIAL

STCD: A1

1,728.0

0

(Flat Values)

0

SUBD: S005

100.00%

NBHD:

L#

DESCRIPTION

CLS

TABLE

SC

HS

METH

DIMENSIONS

UNIT PRICE

GROSS VALUE

ADJ

MASS

ADJ

VAL SRC

MKT VAL

AG APPLY

AG CLASS

AG TABLE

AG UNIT

PRC

AG VALUE

1. A1

SPECIAL

A1

N

FF

50X140

70.00

3,500

1.00

1.00

A

3,500

NO

0.00

0

Comment: F: 50.0 R: 50.0 FF

Oil Wells: 0

IRR Acres: 0

Capacity: 0

Oil Wells: 0



# **AGENDA ITEM #18**

**RESOLUTION #2013-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SECOND AMENDMENT AND EXTENSION OF THE KINGSVILLE INDUSTRIAL DISTRICT AGREEMENT NO.92-02 BETWEEN THE CITY OF KINGSVILLE AND HOECHST CELANESE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville established a Kingsville Industrial District in 1992 and entered into a Kingsville Industrial District Agreement No.92-02 ("the Agreement") with Celanese in 1992;

**WHEREAS**, the two parties agreed to an amendment and extension of the Agreement via Resolution No.97026 on August 11, 1997, which is set to expire in April 2013;

**WHEREAS**, the two parties desire to enter into a second amendment and extension of the Industrial District Agreement as it is in the best interest of both of the parties, which shall extend the modified agreement for an additional fifteen year (15) period as allowed by Texas Local Government Code Section 42.044(d);

**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 enter into the Second Amendment and Extension of the Kingsville Industrial District Agreement No.92-02 between the City of Kingsville and "Celanese", in accordance with Exhibit A hereto attached and made a part hereof.

**II.**

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

**III.**

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25th day of February, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**SECOND AMENDMENT AND EXTENSION OF  
KINGSVILLE INDUSTRIAL DISTRICT AGREEMENT NO. 92-02**

**WHEREAS**, reference is made to that certain Industrial District Agreement, dated April 27, 1992 but effective as of May 1, 1992 (the "Agreement"), executed by Celanese Incorporation, Inc. ("Celanese") and the City of Kingsville, Texas (the "City"), creating the Kingsville Industrial District No. 92-02; and

**WHEREAS**, Celanese and the City have previously extended and amended the Agreement via Resolution No.97026 on August 11, 1997, which amendment is set to expire on April 30, 2013, and the parties again desire to extend and amend the Agreement in the manner set out herein;

**WHEREAS**, Texas Local Government Code § 42.044(d) provides that parties to a contract such as the Agreement may renew or extend an industrial district agreement for successive periods not to exceed fifteen (15) years each; and

**NOW, THEREFORE**, in consideration of the premises, the mutual agreements of the parties herein contained and pursuant to applicable Texas law, Celanese and the City hereby agree as follows:

1. *Paragraph III* of the Agreement , (page 6 of original agreement) relating to payments, is hereby amended to read as follows:

"III

Celanese will make annual payments to the City as follows:

- \$100,000 each year for fifteen (15) years, the first such payment being due and payable on or before September 15, 2013, and like



payments being due and payable on or before September 15<sup>th</sup> each year thereafter through and including September 15, 2013.

-- for total payments of \$1,500,000 over the term of the Agreement.

The City shall be entitled to a lien on said land and improvements in the event of default in such payment, which may be enforced by the City in the same manner as provided by law for the collection of delinquent ad valorem taxes."

2. *Paragraph V*, relating to term, (found on page 7 of the original agreement) is hereby amended to read as follows:

"V.

The term of this Agreement shall be fifteen (15) years, beginning on May 1, 2013 and continuing until April 30, 2028 and may be extended upon mutual written consent of the parties."

3. The amendments provided above shall be effective beginning May 1, 2013. Until that date, the agreement shall continue in effect in accordance with its original term. All references in the Agreement to "the term of this Agreement" shall mean and include that portion of the original term through May 1, 2013 and the fifteen (15) year extension thereafter through April 30, 2028.

4. Notwithstanding the amendments to *Paragraph 3* of the original agreement, the \$100,000.00 payment to be made by Celanese to the City on or before October 1, 2013 shall be made on or before September 15, 2013.

5. Reference is also made to that certain Mutual Aid Agreement between Celanese and the City, dated March 27, 1995 in the event of any conflict between the Agreement, as amended hereby, and said Mutual Aid Agreement, the terms of said Mutual Aid Agreement shall control.

6. Except as otherwise amended hereby, the terms and provisions of the Agreement are hereby ratified, confirmed and adopted by Celanese and the City. Unless expressly amended herein or intrinsically in conflict herewith, the Agreement shall remain in full force and effect and the specific amendments and extensions herein shall not be construed to abrogate or amend any other provisions whether or not deemed general.

ENTERED INTO this 25<sup>th</sup> day of February, 2013.

Celanese Cooperation

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

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

THE CITY OF KINGSVILLE, TEXAS

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

Sam R. Fugate, Mayor

ATTESTED BY:

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

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

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

Courtney Alvarez, City Attorney

RESOLUTION NO. 97026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INDUSTRIAL DISTRICT AGREEMENT WITH THAT FIRM GENERALLY KNOWN BY THE NAME OF CELANESE; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS AND AN EFFECTIVE DATE.

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

I.

THAT the City Manager, or in his absence or incapacity the Assistant City Manager, is authorized and directed as an act of the City to enter into an industrial district agreement, a copy of which is hereto attached and made a part hereof as if set out en toto.

II.

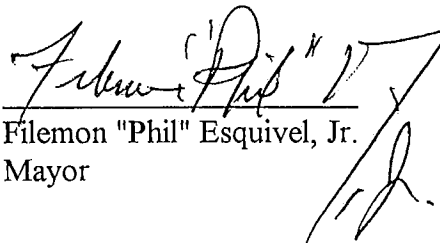
THAT all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict only.

III.

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

IV.

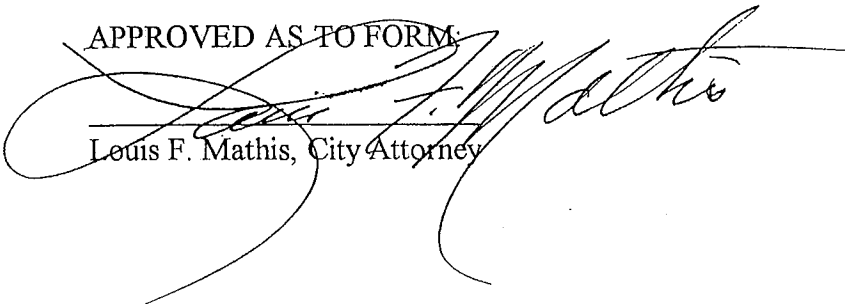
PASSED AND APPROVED by a majority vote of the City Commission on the 11<sup>th</sup> day of August, A.D., 1997.

  
Filemon "Phil" Esquivel, Jr.  
Mayor

ATTEST:

  
Diana F. Ramirez, City Secretary

APPROVED AS TO FORM

  
Louis F. Mathis, City Attorney

**AMENDMENT AND EXTENSION OF  
KINGSVILLE INDUSTRIAL DISTRICT AGREEMENT NO. 92-02**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF NUECES     §

WHEREAS, reference is made to that certain Industrial District Agreement, dated April 27, 1992, but effective as of May 1, 1992 (the "Agreement"), executed by Celanese Engineering Resins, Inc. ("Celanese") and the City of Kingsville, Texas (the "City"), creating the Kingsville Industrial District No. 92-02; and

WHEREAS, Texas Local Government Code § 42.044(d) provides that parties to a contract such as the Agreement may renew or extend it for successive periods not to exceed fifteen (15) years each; and

WHEREAS, Celanese and the City desire to extend and amend the Agreement in the manner hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the parties herein contained and pursuant to applicable Texas law, Celanese and the City hereby agree as follows:

1.

*Paragraph III* of the Agreement, relating to payments, is hereby amended to read as follows:

"III.

"Celanese will make annual payments to the City as follows:

--     \$300,000.00 each year for six (6) years, the first such payment being due and payable on or before September 15,

1998, and like payments being due and payable on or before September 15th of each year thereafter through and including September 15, 2003; and

- \$100,000.00 each year for nine (9) years, the first such payment being due and payable on or before September 15, 2004, and like payments being due and payable on or before September 15th each year thereafter through and including September 15, 2012.
- for total payments of \$2,700,000.00.

The City shall be entitled to a lien on said land and improvements in the event of default in such payment, which may be enforced by the City in the same manner as provided as law for the collection of delinquent ad valorem taxes."

2.

*Paragraph V*, relating to term, is hereby amended to read as follows:

"V.

"The term of this Agreement shall be fifteen (15) years, beginning on May 1, 1998, and continuing until April 30, 2013, and may be extended upon mutual written consent of the parties."

3.

The amendments provided in *Paragraphs 1* and *2* above shall be effective as of May 1, 1998. Until that date, the Agreement shall continue in effect in accordance with its original terms. All references in the Agreement to "the term of this Agreement" shall mean and include that portion of the original term through May 1, 1998, and the fifteen (15) year extension thereafter.

4.

Notwithstanding *Paragraph 3* above, the \$100,000.00 payment to be made by Celanese to the City on or before October 1, 1997, shall be made on or before September 15, 1997.

5.

Reference is also made to that certain Mutual Aid Agreement between Celanese and the City, dated MARCH 27, 1995. In the event of any conflict between the Agreement, as amended hereby, and said Mutual Aid Agreement, the terms of said Mutual Aid Agreement shall control.

6.

Except as otherwise amended hereby, the terms and provisions of the Agreement are hereby ratified, confirmed and adopted by Celanese and the City. Unless expressly amended herein or intrinsically in conflict herewith, the Agreement shall remain in full force and effect and the specific amendments and extensions herein shall not be construed to abrogate or amend any other provisions whether or not deemed general.

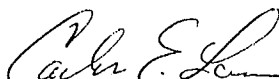
ENTERED INTO this 17<sup>th</sup> day of August, 1997, but effective as more herein fully set out above.

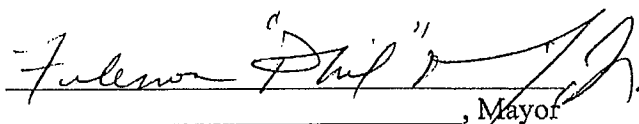
CELANESE ENGINEERING RESINS, INC.

By:

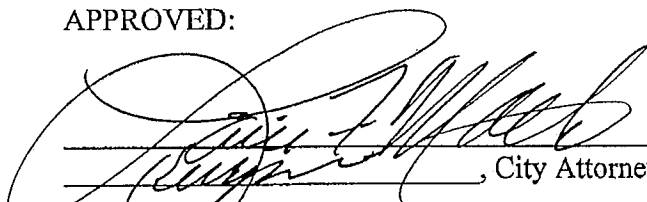
Carl A. Amund  
Carl A. Amund (Name)  
V P / GM (Title)

THE CITY OF KINGSVILLE, TEXAS

By:   
Carlos E. Lerma, City Manager

By: , Mayor

APPROVED:

, City Attorney

INDUSTRIAL DISTRICT AGREEMENT

THE STATE OF TEXAS

COUNTY OF NUECES

This Agreement is made and entered into by and between the City of Kingsville, Texas, a Municipal Corporation (hereinafter called "City"), and Celanese Engineering Resins, Inc., a corporation (hereinafter called "Celanese").

W I T N E S S E T H :

Whereas it is the established policy of the City Commission of the City of Kingsville to adopt reasonable measures permitted by law which will tend to enhance the economic stability and growth of the City and its environs, and which will attract the location of new industries and expansion of existing industries therein; and

Whereas, Celanese is the owner of certain land, more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (herein called "Celanese's land"), a portion of which is presently within the extraterritorial jurisdiction of the City, which upon execution of this Agreement by City shall be known as Kingsville Industrial District No. 92-02; and

Whereas, the City Commission desires to enter into a written contract with Celanese whereby the City guarantees the continuation of the extraterritorial status of the industrial



district and its immunity from annexation for a period not to exceed seven years in return for good and valuable consideration; and

Whereas, in order to promote the general welfare of the citizens of the City and those in its environs who use and enjoy the emergency response resources of the City, and in consideration of the agreement of the City to protect the extraterritorial status of the industrial district and its immunity from annexation during the term of this agreement, Celanese shall make the payments to the City hereinafter specified; and

Whereas, to preserve its rights and options, City desires to obtain from Celanese an agreement that Celanese will not request that the City of Bishop expand its extraterritorial jurisdiction or its corporate city limits to include the remainder of Celanese's land or any part thereof presently outside the City of Kingsville's extraterritorial jurisdiction, but will cooperate with the City of Kingsville in the expansion of its extraterritorial jurisdiction to include the remainder of Celanese's land in the event that the City of Bishop attempts to include such land within its corporate limits or extraterritorial jurisdiction.

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the parties herein contained, and pursuant to the

authority granted under the provisions of former Article 970a, Revised Civil Statutes of Texas, known as The Municipal Annexation Act, recodified as Local Government Code, Chapter 42, Extraterritorial Jurisdiction of Municipalities and Chapter 43, Municipal Annexation; City and Celanese agree on as follows:

Celanese agrees that during the term of this Agreement, it will not request that the City of Bishop expand its extraterritorial jurisdiction or its corporate city limit to include all of or any part of Celanese's land, and will not consent to any such action by City of Bishop. Celanese acknowledges that, in the event of a purported request made, or consent given to City of Bishop in violation of this Agreement, the financial damages to City of Kingsville would be extremely difficult, if not impossible, to calculate and that City would lack an adequate remedy at law. Celanese acknowledges that its obligation not to make a request, or to give consent, to City of Bishop in violation of this Agreement, and the invalidity of any purported request or consent it might give in violation of this Agreement, shall be specifically enforceable by the equitable powers of a court of appropriate jurisdiction, including, but not limited to, the powers of injunction, mandamus, declaratory judgment, and quo warranto.

I.

Celanese further agrees to promptly request that City extend and expand its extraterritorial jurisdiction to include the remainder of Celanese's land outside but contiguous to the existing extraterritorial jurisdiction of City to the extent permitted by applicable laws in the event:

(a) the City of Bishop, Texas, initiates proceedings to extend or expand its extraterritorial jurisdiction or its corporate limits in a manner which would place all or any part of Celanese's land presently outside the extraterritorial jurisdiction of City within either the city limits or the extraterritorial jurisdiction of the City of Bishop;

(b) the City of Bishop, Texas, initiates proceedings to become a Home Rule City under Texas law; or

(c) any change in Texas law occurs after the date of this Agreement granting General Law cities the power to unilaterally or otherwise extend their boundaries or extraterritorial jurisdiction without the petition, vote or request of the landowners in the area affected.

For the purposes of this Agreement, the term "initiates proceedings" means the first official action, such as the adoption of a resolution providing for public hearings, the advertising of public hearings or the holding of public hearings. The term "promptly" as used herein means within five (5) calendar days after notice to Company of the occurrence of any of the events described in paragraphs (a), (b) or (c) above exclusive of Saturdays, Sundays or legal holidays.

Celanese acknowledges that, in the event it fails to make such request to City as required by this Agreement, the financial damages to City of Kingsville would be extremely difficult, if not impossible, to calculate and that City would lack an adequate remedy at law for such violation of this Agreement. Celanese acknowledges that its obligation to make such request to City as required by this Agreement shall be specifically enforceable by the equitable powers of a court of appropriate jurisdiction, including, but not limited to, the powers of injunction, mandamus, declaratory judgment, and quo warranto.

## II.

(a) City and Celanese agree that during the term of this Agreement the City may extend its extraterritorial jurisdiction as allowed by the Municipal Annexation Act. However, City guarantees the continuation of the extraterritorial status of Industrial District No. 91-02 and its immunity from annexation by the municipality during the term of this Agreement,

(b) If during the term of this Agreement, all or any part of the remainder of Celanese's land presently outside the extraterritorial jurisdiction of City becomes a part of City's extraterritorial jurisdiction as a result of the extension or expansion thereof pursuant to Article I hereof or otherwise, then Celanese's land presently outside the extraterritorial jurisdiction of City shall become part of Industrial District

NC. 92-02 and shall be immune from annexation, and City agrees not to initiate proceedings to annex same during the term, of this Agreement.

III.

Celanese will make annual payments to the City during the term of this Agreement as follows:

- \$50,000 during the first year of this Agreement; and
- \$100,000 each year during the remaining six (6) years of this Agreement.

Payments will be made on or before <sup>Sept. 15<sup>th</sup></sup> ~~October 1st~~ of each year during the term of this Agreement.

City shall be entitled to a lien on said land and improvements in the event of default in such payment, which may be enforced by City in the same manner as provided by law for the collection of delinquent ad valorem taxes.

IV.

During the term of this Agreement, City shall not require compliance by Celanese with its rules and regulations governing (a) zoning and platting; (b) building, electrical, plumbing or inspection codes; or (c) the method of operation of Celanese's business and facilities. City shall not provide or be required by Company to provide fire fighting services or any other services to Celanese's land.

V.

15

The term of this Agreement shall be seven (7) years, beginning on ~~May 1, 1992~~ <sup>May 1 1998</sup>, and continuing until ~~April 30, 1999~~ <sup>April 30 2013</sup>, and may be extended upon mutual written consent of Celanese and City as provided by the Municipal Annexation Act.

VI.

Celanese agrees to provide City, at Celanese's expense, with a metes and bounds survey and description of Celanese's land, together with a separate survey and description of the land presently within City's extraterritorial jurisdiction, such metes and bounds descriptions to be attached hereto and to be a part of this Agreement as Exhibits "A" and "B", respectively.

VII.

The benefits accruing to and the obligations imposed on Celanese under the terms of this Agreement shall also extend to and bind Celanese's parent corporations and any affiliates and subsidiaries thereof, as well as Celanese's successors and assigns. The agreements herein contained shall be covenants running with the land for so long as this Agreement or any extension or renewal thereof remains in force.

VIII.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, articles or other parts of this Agreement, or the application thereof to any person, firm,

corporation or circumstances, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity, or unconstitutionality thereof shall be deemed to be independent of and separable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby, except when such construction would operate as an undue hardship to City or Celanese or constitute a substantial deviation from the general intent and purpose of the parties as reflected in this Agreement.

IX.

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

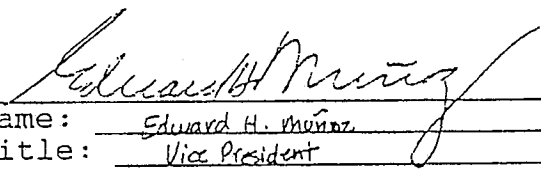
X.

The obligations and undertakings of City and Celanese shall be performable in Nueces County, Texas.

ENTERED into this 27th day of April, 1992, but effective as of May 1, 1992.

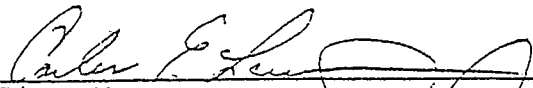
CELANESE ENGINEERING RESINS, INC.

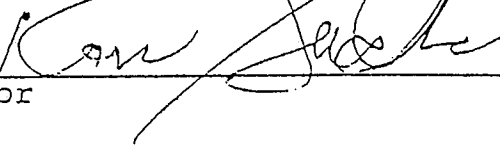
By:

  
Name: Edward H. Muñoz  
Title: Vice President  
Address: 26 Main Street  
Chatham, NJ 07928

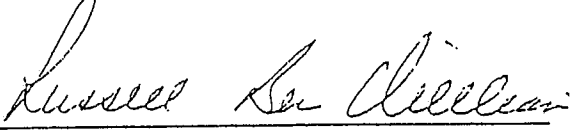


THE CITY OF KINGSVILLE, TEXAS

By:   
City Manager

By:   
Mayor

APPROVED:

  
City Attorney



Permit No. HW-50123

Attachment A

Sheet 1 of 3

LEGAL DESCRIPTION OF BISHOP PLANT

A description of properties owned by Hoechst Celanese Corporation out of the portion of the Palo Alto grant to Matias Garcia and embraces portions of the F. Z. Bishop Subdivision of the Weil Ranch and properties out of the Jeremiah Hannon Survey, Patent No. 172, Vol. 9 A-128, Kleberg County, Texas, said properties being situated approximately one and one-half miles Southwest of the City of Bishop, Nueces County, Texas; said properties being more particularly described as follows:

297.51 acres of land being all that part of Sections 147 and 148 of the F. Z. Bishop Subdivision of the Weil Ranch, West of the right-of-way of the Union Pacific Railway.

594.07 acres of land being all of Section 155 of the F. Z. Bishop Subdivision of the Weil Ranch, Nueces County, Texas;

182.19 acres of land being all of the E 1/2 of Section 157 of the F. Z. Bishop Subdivision of the Weil Ranch, Nueces County, Texas;

160.02 acres of land being the South half of the East half of Section 154 of the F. Z. Bishop Subdivision of the Weil Ranch, Nueces County, Texas;

20 acres of land laying in the South portion of the West one-half of Section 149 of the F. Z. Bishop Subdivision of the Weil Ranch, Nueces County, Texas;

62.78 acres of land being all of fractional Section 156 of F. Z. Bishop Subdivision of the Weil Ranch, Nueces County, Texas;

62.29 acres of land out of the Jeremiah Hannon Survey, Patent No. 172, Vol. 9 A-128, Kleberg County, Texas;

44.72 acres of land being the fractional part of the South one-half of the Southeast one-quarter of Section 149 of the F. Z. Bishop Subdivision of the Weil Ranch situated West of the Union Pacific Railway right-of-way, Nueces County, Texas;

The above described lands being in Nueces and Kleberg Counties and being 1423.55 acres more or less.

THE STATE OF TEXAS  
COUNTY OF NUECES

Permit No. HW-50123  
Attachment A  
Sheet 2 of 3

A metes and bounds description of a 1423.58 acre tract of land being 1361.29 acres out of Section 147, 148, 149, 154, 155, 156 and 157 of the F. Z. Bishop Subdivision of the Weil Ranch, Nueces County, Texas as shown and recorded in the Nueces County Map Records Book 2, Pages 6 and 7, and 62.29 acres out of the northeast portion of the J. Hannon Survey, A-128, Kleberg County, Texas said 1423.58 acre tract being more particularly described by metes and bounds as follows;

Beginning at a point marking the southeast corner of said Section 147 lying west of the Union Pacific Railway right-of-way, and the southeast corner of Hoechst Celanese Corporation's property, said point also being in the Kleberg and Nueces county line;

Thence N.45°38'E. along the southeast property line of Hoechst Celanese Corporation and the northwest right-of-way line of the Union Pacific Railway a distance of 8454.82 to a point for the northeast corner of said tract, and also being the northeast corner of the south 44.72 acre of the southeast one-quarter of Section 149, F. Z. Bishop Subdivision of the Weil Ranch;

Thence N. 72°42'W. a distance of 1832.14 feet to a corner;

Thence S.17°18'W. a distance of 990 feet to a corner;

Thence N.72°42'W. parallel to and 330.0 feet north of said centerline of County Road No. 4 and north line of said Section 148 a distance of 2640 feet to a point in the centerline of a north/south Nueces county road and the west line of said Section 149;

Thence N.17°18'E. alone said centerline and west section line a distance of 2310.00 feet to the northeast corner of a 160 acre tract and the northeast corner of the southeast one-quarter of said Section 154;

Thence N.72°42'W. alone the north line of said 160.0 acre tract and southeast one-quarter of Section 154 a distance of 2640.35 feet to a point for the northwest corner of said 160.0 acre tract and southeast one-quarter section;

Thence S.17°17' 22"W. along the west line of said 160.0 acre tract and southeast one-quarter section a distance of 2639.99 feet to a point in the centerline of Nueces County Road No. 4 and the north/south section line of Sections 155 and 154 respectively, said point also being the southwest corner of said 160.0 acre tract;

EXHIBIT A

Permit No. HW-50123

Attachment A

Sheet 3 of 3

Thence N.72°42'W. along the centerline of said county road and section line, at 2640.0 feet the common corner for Sections 154, 155, 157, and 158 of said Bishop Subdivision; continuing N.72°42'W. 2640.0 feet for a total distance of 5280.0 feet to a point for the most westerly northwest corner of Hoechst Celanese Corporation's property and the east one-half of fractional Section 157 of said Bishop Subdivision;

Thence S.17°18'W. along said company's west property line and west line of said east one-half of fractional Section 157 a distance of 2018.5 feet to a point for the southwest corner of said property and fractional one-half section. said point being in the centerline of San Fernando Creek and the county line between Nueces and Kleberg Counties, Texas;

Thence in a southeasterly direction along the meanders of said creek and county line to a point for the northwest corner of said 62.69 acre tract out of the J. Hannon Survey; A-128, Kleberg County, Texas;

Thence S.17°18'W. along the west line of said 62.69 acre tract a distance of 578.0 feet to a point in the north fence line of Mrs. H. M. King's Portrero pasture and the south corner of said 62.69 acre tract.

Thence S.32°12'E. along said north fence line and south property line of said 62.69 acre tract a distance of 513.0 feet to a point of the fence;

Thence S.40°22'E. along said north fence line and south property line a distance of 2660.0 feet to a point in the fence;

Thence S.40°14'10"E. along said north fence and south property line a distance of 438.03 feet to a point in the fence;

Thence N.88°07'40"E. along said north fence and south property line a distance of 543.68 feet to a point in the centerline of San Fernando Creek and the county line between Nueces and Kleberg Counties, Texas;

Thence in a southwesterly direction along the centerline of said creek and county line to a concrete monument marking the southwest corner of Section 156 of said subdivision, said monument being located and marking the county line between Nueces and Kleberg Counties, Texas;

Thence N.89°39'E. along the south lines of Section 156 and 157 of said subdivision and the north fence line of said King pasture and county line a distance of 2729.65 feet to the point of beginning and containing 1423.58 acres of land more or less.

EXHIBIT A

Field notes of a survey of 431.63 acres of land embracing portions of Sections 147, 148, 155 and 156 of the F.Z.Bishop Subdivision of the Weil Ranch as shown and recorded in Nueces County Map Records, Book 2, Pages 6 and 7, and two tracts located in Kleberg County, both being cut of the Jeremiah Hannon Survey, Patent No. 172, Vol. 9 Abstract No. 128, said 431.63 acre tract being that portion of the Calanese Chemical Company's property that falls within the City of Kingsville's 2 mile Extra Territorial Jurisdiction, said survey being more particularly described by metes and bounds as follows;

Beginning at a point marking the southeast corner of said Section 147 lying west of the Missouri Pacific Railway rights-of-way, and the southeast corner of Calanese Chemical Company's property, said point being located in county line between Nueces and Kleberg Counties, Texas;

Thence N.45°38'E. along the southeast property line of Calanese Chemical Company and the northwest rights-of-way line of the Missouri Pacific Railway a distance of 4268.40 feet to a 1" iron rod marking the point of intersection of said property and rights-of-way line with the City of Kingsville's two mile Extra Territorial Jurisdiction line, said point bears N.61°36'07"E. a distance of 10,560 feet from an iron rod marking the point of intersection of the projected city limits line of the City of Kingsville along the south rights-of-way of Sage Road and the northwest rights-of-way line of U.S. 77 Bypass.

Thence in a westerly direction along said Extra Territorial Jurisdiction line and the centerline of a curve having a radius of 10,560 feet, a central angle of 18°05'21", a tangent of 1681.23 feet, a distance of 3334.13 feet to the point of tangent of said curve;

Thence S.89°08'48"W. along said Extra Territorial Jurisdiction line, crossing Section 148 and 155 of the said F.Z.Bishop Subdivision of the Weil Ranch, a distance of 4654.19 feet to a point in the west line of said Section 155;

Thence S.17°18'W along said west line of Section 155, a distance of 325.96 feet to the southwest corner of a 62.29 acre tract cut of the before mentioned Jeremiah Hannon Survey, Kleberg County, Texas;

Thence S.32°12'E. along said north fence line and south property line of said 62.29 acre tract a distance of 513.0 feet to a point in the fence;

Thence S.40°22'E. along said north fence line and south property line a distance of 2660.0 feet to a point in the fence;

Thence S.40°14'10"E. along said north fence and south property line a distance of 438.03 feet to a point in the fence;

Thence N.88°07'40"E. along said north fence and south property line a distance of 543.68 feet to a point in the centerline of San Fernando Creek and the county line between Nueces and Kleberg Counties, Texas;

Thence in a southwesterly direction along the centerline of said creek and county line to a concrete monument marking the southwest corner of Section 156 of said subdivision, said monument being located and marking the county line between Nueces and Kleberg Counties, Texas;

Thence N.89°39'E. along the south lines of Section 156 and 157 of said subdivision and the north fence line of said King pasture and county line a distance of 2729.65 feet to the point of beginning and containing 431.63 acres of land more or less.