

City of Kingsville, Texas

AGENDA CITY COMMISSION

**MONDAY, JANUARY 27, 2014
REGULAR MEETING**

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

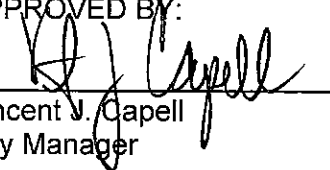
I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

**MINUTES OF PREVIOUS MEETING(S) – Required by Law
NONE.**

APPROVED BY:



Vincent J. Capell
City Manager

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

1. NONE.

III. Reports from Commission & Staff.² (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 Items³

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 a resolution authorizing the City of Kingsville to continue participation in the Texas Main Street Program, authorizing the Mayor to execute the Texas Main Street Letter Agreement and designating Downtown Manager, Cynthia Martin, as the Main Street Program Manager for the City of Kingsville to coordinate program activities. (Tourism Director).
2. Motion to approve a resolution authorizing the City Manager to file liens for expenses incurred for substandard structure nuisance abatements pursuant to Section 15-1-172 of the City of Kingsville Code of Ordinances. (Director of Planning and Development Services).
3. Motion to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to 21.175 acres of K.T. & I. Co., Block 9, Lot PT 3, 4, & 6 out of a 64.67 acre tract in 1400 Block of West Santa Gertrudis Avenue from AG-Agricultural District to R3-Multi-Family District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan and providing for publication. (Director of Planning and Development Services).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

4. Consider a resolution authorizing the Mayor to enter into an Interlocal Agreement between the City of Kingsville and the Kingsville Independent School District relating to waiver of certain planning fees in exchange for certain land. (City Attorney)
5. Consider a resolution authorizing the City Manager to enter into 2014 Election Services Agreement between City of Kingsville and Kleberg County Clerk. (City Secretary).
6. Consider a resolution authorizing the City Manager to enter into a Fourth Revised Water Utility Supply Contract (Gov. Contract #N69450-12-C-0011) between the City of Kingsville, Texas and the Federal Government for Naval Air Station-Kingsville for TCEQ requested language. (City Attorney).

7. Consider a resolution abandoning a 1905 water and drainage easement within 21.175 acres of K.T.&I. Co., Block 9, Lot PT 3, 4, & 6 in the 1400 block of West Santa Gertrudis Avenue. (Director of Planning and Development Services).
8. Consider introduction of an ordinance amending the fiscal year 2013-2014 budget for the Kingsville Specialized Crimes & Narcotics Task Force to pay for expenses related to disposal of hazardous waste materials. (Finance Director).
9. Consider writing off bad debt by accepting payment for contested billing for EMS Service provided to the City of Bishop in prior years. (Finance Director).
10. Consider introduction of an ordinance amending the fiscal year 2013-2014 budget for the General Fund to incur bad debt expense by accepting payment for contested billing for EMS Services provided to the City of Bishop. (Finance Director).
11. Consider authorizing City Manager to enter into letter agreement with Eric and Belinda Purdy for a sewer line extension along Chandler Street across Jay Vee Street. (City Engineer/Public Works Director).
12. Consider authorizing cost sharing with Kleberg County for new ADA compliant veterans' van. (City Manager).
13. Consider introduction of an ordinance amending the fiscal year 2013-2014 budget for the General Fund to provide funding for ½ the purchase costs needed for the Kleberg County Veteran's Service Office to acquire a van with ADA specifications. (Finance Director).
14. Consider a resolution approving the emblem determined suitable by the Kingsville Historical Development Board for marking buildings, structures, and sites within historic districts and for designated landmarks both public and private. (Tourism Director).

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 are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board 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:

January 23, 2014 at 4:00 P.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)

PUBLIC HEARING(S)

CONSENT AGENDA

AGENDA ITEM #1

RESOLUTION NO. 2014-_____

A RESOLUTION AUTHORIZING THE CITY OF KINGSVILLE TO CONTINUE PARTICIPATION IN THE TEXAS MAIN STREET PROGRAM, AUTHORIZING THE MAYOR TO EXECUTE THE TEXAS MAIN STREET LETTER AGREEMENT AND DESIGNATING DOWNTOWN MANAGER, CYNTHIA MARTIN, AS THE MAIN STREET PROGRAM MANAGER FOR THE CITY OF KINGSVILLE TO COORDINATE PROGRAM ACTIVITIES.

WHEREAS: The Texas Main Street Program of the Texas Historical Commission has been created to assist cities to develop a public/private effort to revitalize their “Main Street” area and Kingsville was selected in 2011 to participate in the Texas Main Street Program and would like to continue participation in 2014,

WHEREAS: The City of Kingsville desires to maintain its designation as a Texas Main Street city to assist with the improvement and revitalization of our downtown area,

WHEREAS: The Mayor needs to execute the Texas Main Street Locally Designated Program Contract on behalf of the City to continue participation in this program,

WHEREAS: The City of Kingsville has hired Cynthia Martin as the Downtown Manager to assist the City with overseeing the “Main Street” area and the Texas Main Street Program.

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

SECTION 1. That the City of Kingsville will continue participation in the 2013 Main Street Program with the specific goal of revitalizing the central business district within the context of preservation and rehabilitation of historic buildings.

SECTION 2. That the City of Kingsville will provide an adequate budget to employ a full-time Main Street Program Manager for a minimum of three years from its original designation date in 2011 and provide funds for the training of the Main Street Program Manager and the operating expenses of the program.

SECTION 3. That the Mayor be authorized to execute the Texas Main Street Locally Designated Program Contract on behalf of the City of Kingsville.

SECTION 4. That Cynthia Martin, the City’s Downtown Manager, be designated to supervise the Main Street Manager activities.

SECTION 5. That this resolution shall be and become effective on or after adoption.

Texas Main Street Locally Designated Program 2014 Contract

I. PARTIES TO THE CONTRACT

This contract and agreement concerning **Kingsville Main Street Program** is entered into this first day of January 2014 between the **Kingsville Main Street Program** and the Texas Historical Commission Texas Main Street Program (hereinafter referred to as TMSP).

II. SERVICES TO BE PERFORMED BY TMSP

- A. **Professional development.** The Main Street manager/assistant will attend two Main Street/preservation-specific professional development opportunities in their entirety per year from the list below. Professional development is a scored category in the annual report (see section III.D.8, 9.).
1. TMSP Basic Training (Jan. 28–29, 2014, Seguin). Required for new managers.
 2. TMSP Winter Professional Development for all managers (Jan. 29–31, 2014, Seguin).
 3. TMSP Basic Training (June 10–11, 2014, Lufkin). Required for new managers who did not attend Basic Training in January.
 4. TMSP Summer Professional Development. (June 11–13, 2014, Lufkin).
 5. Texas Downtown Association/Texas Main Street Annual Conference (Nov. 4–7, 2014, Granbury).
 6. National Main Street Conference (May 18–21, 2014, Detroit, MI).
 7. National Preservation Conference of the National Trust for Historic Preservation (Nov. 10–14, 2014, Savannah, GA).

If necessary, experienced managers may substitute non-Main Street specific, relevant professional development for one of the above events with prior approval of the TMSP office.

If a replacement manager is hired who has not previously attended Main Street basic training, the manager is required to attend one series of Basic Training/Professional Development (#1–2 and/or #3–4). A \$500 stipend is charged to the sustaining city for this training series.

To help ensure an effectively-functioning local program, local program boards/volunteers are encouraged to attend any TMSP educational opportunity. No stipend is charged for their participation.

- B. **Brand and Network.** This Contract for Services constitutes recognition of your city as an official Texas Main Street program and allows use of the National Main Street Center brand (see “Name Use Policy” at www.mainstreet.org). If participation ceases, the local program may no longer use the term ‘Main Street’ to describe the program. Designation allows full participation in the TMSP network including the Texas Main Street manager electronic listserv and the professional development opportunities noted above.

- C. **On-site visits/technical expertise.** All professional services of the TMSP office are available to designated programs in good standing, including those provided through site visits to address design, economic development and organizational/program capacity issues. Services may include, but are not limited to: façade renderings/technical reports, preservation and historic building expertise by licensed architects and other design professionals; business development and funding advice, board training/program capacity-building and strategic planning.
- D. **Securing a Main Street Manager.** Should a replacement manager be needed, the TMSP can assist with all elements of the hiring process, including creating job descriptions, job posting and interviewing.

III. **RESPONSIBILITIES OF THE Kingsville Main Street Program**

- A. **Staffing. Kingsville Main Street Program** shall employ a full-time paid program manager who will attend at least two professional development segments as outlined in section II.A. The full-time Main Street position is required for the first three years in the program. If necessary, a small-city program may split the position after the first three years so that the manager may also have specific economic development, tourism or other relevant duties. The position must still remain full time. The local program should move forward in an efficient manner to fill a manager vacancy and the state coordinator should be kept apprised of progress in filling vacancies. An urban program shall additionally employ a full-time assistant program manager who should also participate in the aforementioned professional development.
- B. **Funding.** Regardless of whether the program functions as a non-profit or within local government, **Kingsville Main Street Program** shall continually demonstrate financial commitment and an ability to fund the program to the satisfaction of the TMSP.
- C. **Commitment. Kingsville Main Street Program** agrees to adopt and commit to the national Main Street strategy consisting of the following ten criteria:
 - 1. **Broad-based support for the downtown revitalization process.** The goal is for public and private sectors to understand, be philosophically committed to and commit the maximum resources possible to achieve commercial district revitalization.
 - 2. **Be vision and mission driven.** The vision crystallizes the organization's long-term hopes and the mission provides purpose and direction.
 - 3. **Strategic Plan of Work/Plan of Action.** The program shall operate under a comprehensive work or action plan that provides a blueprint for activities, reinforces accountability and measures success.
 - 4. **Historic preservation ethic.** Historic preservation includes processes for rehabilitating, renovating and restoring older commercial buildings in addition to land use and planning policies that encourage full use of the existing commercial centers and which removes barriers to revitalizing the historic Main Street district. Effective local programs keep abreast of potential and existing activity impacting the physical character of the district involving historic buildings, new construction, public spaces

and infrastructure. Local programs should seek the advice of the TMSP design staff for projects in the Main Street district.

5. **Active volunteers.** Active involvement of and leadership by a board and committee or task volunteers is critical. Board and volunteers should also understand and abide by the Main Street organizational model that differentiates between the roles of volunteers and the program manager.
6. **Adequate operating budget.** To be successful and achieve sustainability, a Main Street Program must have the financial resources necessary to carry out its work plan.
7. **Program Manager.** As outlined in III.A above.
8. **Ongoing education for staff and volunteers.** Outlined in section I.A.
9. **Reporting.** To measure progress, the local program will track statistics such as reinvestment and job/business creation and report them to the state office the 10th of the month following the end of each calendar quarter. Monthly activity reports to track specific goal-based activities are submitted to the TMSP office by the 10th of each month for the previous month. Even if there has not been activity in a month or quarter, the local program will still submit a report noting such. Submission of a Ten Criteria annual report is also required. A local program can be placed on probation, which can result in the suspension of TMSP services, for any of the following reasons:
 - a. Failure to submit an annual Ten Criteria report;
 - b. Failure to achieve Ten Criteria objectives more than two years in a row;
 - c. Failure to submit monthly reports for more than four consecutive months;
 - d. Failure to submit reinvestment reports for more than two consecutive quarters;
 - e. Failure to abide by this Letter of Agreement.

The local program will work with the state coordinator or delegate to overcome these deficiencies. Program termination via decision of a committee comprised of at least two TMSP staff and the division director of the Texas Historical Commission's Community Heritage Development Division is possible if a local program does not exhibit a reasonable attempt toward overcoming deficiencies.

10. **National Main Street membership.** A local program will budget for and membership in the National Main Street Center.

IV. **CONTRACT AMOUNT**

Kingsville Main Street Program shall pay the Texas Historical Commission (THC) a stipend in the amount of **\$535** to defray cost of staff time and expenses for services provided to **Kingsville Main Street Program**.

V. **BASIS FOR CALCULATING PAYMENTS**

Payment shall be made to the THC upon execution of this contract in one lump sum of **\$535**.

VI. **TERMINATION**

Either party shall have a right to terminate and bring to an end all performances to be rendered under this contract by notifying the other party in writing at least ten (10) days in advance of the termination date (also see Section III.C.9. of this contract).

VII. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this contract shall be in writing and signed by both parties.

The term for this Contract for Services for the **Kingsville Main Street Program** is Jan. 1, 2014 to Dec. 31, 2014. The appropriate stipend (attached invoice) is due Jan. 31, 2014.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS CONTRACT.

Authorized Signature
(City Manager, Mayor, or Board Chair)

Date: _____

Signer title: _____

Signer printed name: _____

Debra Drescher, State Coordinator
Texas Main Street Program

Date: _____

Mark Wolfe, Executive Director
Texas Historical Commission

Date: _____

Joe Thrash, Assistant Attorney General
State of Texas
Approved as to legal form only

Date: January 17, 2014

To: Courtney Alvarez, City Attorney and Vince Capell, City Manager

Cc: Mary Valenzuela, City Secretary

From: Cynthia Martin, Downtown Manager

Re: Continued participation in the Texas Main Street Program

The City of Kingsville is currently participating in the Texas Main Street Program. Participation in the program requires the City to sign a new agreement each year, to have a Main Street Manager and to provide an adequate budget to cover the operating expenses of the program.

The Texas Main Street Program is one of the oldest, largest and most respected Main Street Programs having been one of the first state coordinating programs created in 1981. The Texas Main Street Program was created to assist cities to develop a public/private effort to revitalize their "Main Street" area. In 1982, Kingsville was one of the first cities to be designated a Main Street community. Kingsville rejoined the program in 2011 and our continued participation in the program would be of benefit to the City.

TEXAS HISTORICAL COMMISSION
real places telling real stories

December 9, 2013

Cynthia Martin
Main Street Manager
Kingsville Main Street Program
1501 N. Highway 77
Kingsville, TX 78363

Re: 2014 Participation Invoice and Contract

Dear Cynthia,

As you know, the Texas Main Street Program is one of the oldest, largest and most respected Main Street programs in the nation, having been one of the first state coordinating programs created in 1981 following the nationwide introduction of the then-new Main Street Four Point Approach™. As a proven model for economic development, participating Texas Main Street programs have reported approximately \$2.8 billion of reinvestment into their historic downtowns and marked the creation of more than 30,000 jobs and 7,700 businesses.

As a local program manager, you know firsthand that the Main Street network and resources help you do your job better. During this and every year of designation, you, your volunteers and other stakeholders have been able to take advantage of a variety of resources provided to you through the Texas Main Street network. This includes several Main Street-specific professional development opportunities and program capacity-building opportunities targeted to meet the unique needs of Main Street programs along with technical assistance provided through a Texas Main Street design staff. Outside of the annual fee shown on the attached invoice, your program does not pay additional fees for any of the resources or products provided to you and your stakeholders by the state office (except for a replacement-manager training fee should that ever become necessary).

Attached are your annual contract and 2014 invoice, payable by January 31, 2014. If you have questions, please contact me.

Sincerely,



Debra Drescher
State Coordinator
Texas Main Street Program

cc: Vince Capell, city manager

enclosures: Contracts
Invoice



TEXAS HISTORICAL COMMISSION
real places telling real stories

INVOICE

December 15, 2013

Ms. Cynthia Martin
Kingsville Main Street Program
1501 N. Highway 77
Kingsville, TX 78363

Texas Main Street City participation for 2014

2014 Contract for Services \$ 535

Total due by 1/31/2014: \$ 535

Please make check payable to: Texas Historical Commission

Remit to: Texas Main Street Program
 P. O. Box 12276
 Austin, TX 78711-2276

Please call Kimberly Klein at 512.463.6092 with any questions.



AGENDA ITEM #2

RESOLUTION #2014-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO FILE LIENS FOR EXPENSES INCURRED FOR SUBSTANDARD STRUCTURE NUISANCE ABATEMENTS PURSUANT TO SECTION 15-1-172 OF THE CITY OF KINGSVILLE CODE OF ORDINANCES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") has performed voluntary and involuntary nuisance abatements of substandard structures on the properties noted below pursuant to City Code and state law; and

WHEREAS, the property owners for these properties were provided notice and the opportunity to pay for the abatements but have not yet done so or have defaulted on their payment plans; and

WHEREAS, the City Ordinance section 15-1-172 allows the City Commission to authorize the City Manager to file liens for expenses incurred to abate such nuisances as does Texas Local Government Code section 214.0015.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to execute and file a lien to recover expenses for the nuisance abatement of substandard structures on the properties listed in 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
____ 27th day of _____ January _____, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

LIST OF PROPERTIES FOR LIEN FILING*

1. 1304 E. Kenedy, Kingsville, TX; Vista Alegre, Block 8, Lot 22-24
2. 523 E. Henrietta, Kingsville, TX; Original Town, Block 39, Lot 12
3. 418 E. Lee, Kingsville, TX; Original Town, Block 23, Lot 21, 22
4. 919 W. Lee, Kingsville, TX; Lantana Park 1, Block 4, Lot 3
5. 417 W. Kenedy, Kingsville, TX; Original Town, Block 64, Lot 7, 8

*Statement of Expenses for each property is attached hereto



MEMO

Community Appearance Division

TO: Vincent Capell, City Manager

FROM: Robert G. Isassi, P.E., Director of Planning & Development Services

SUBJECT: Agenda Item

DATE: January 17, 2014

The following properties have defaulted on billing and/or payment plans. With City Commission approval city staff will file for a lien to be place on the property for any outstanding balances.

222 E. Huisache, CARTER FAMILY TRUST (PAYMENT PLAN DEFAULT)

Demo date – 4/16/13

921 E. Yoakum, ANITA CANAS SANCHEZ (PAYMENT PLAN DEAFULT)

Demo date- 4/5/13

818 E. Richard, MATEO P. CANALES (PAYMENT PLAN DEAFULT)

Demo date- 4/9/13

**512 E. Alice, ESTEVAN N TORRES EST ETUX MARIA E. EST % ROSALINDA GUTIERREZ
(PAYMENT PLAN DEAFULT)**

Demo date- 5/17/13

330 W. NETTIE, ISRAEL G. ORTIZ (PAYMENT PLAN DEAFULT)

Demo date- 5/20/13

603 ½ W. Ave D, JAVIER VIDAL & SONIA CASTILLO (PAYMENT PLAN DEAFULT)

Demo date- 7/1/13

426 W Huisache, NEW LIFE FELLOWSHIP OF CORPUS CHRISTI INC. (PAYMENT PLAN DEAFULT)

Demo date- 7/11/13

822 E. Ella, MARIA C. LUERA (LEFE EST) MARYBEL SANCHEZ (PAYMENT PLAN DEAFULT)

Demo Date- 7/12/13

306 W. Huisache, ROBERT L. RHONE (PAYMENT PLAN DEAFULT)

Demo date- 7/1/13

609 E. Mesquite, HUMBERTO ARISPE JR. ETUX LYDIA ELIZABETH (PAYMENT PLAN DEAFULT)

Demo date- 7/12/13

1221 E. Huisache, ALEJANDRO MUNIZ EST ETUX SIMONA (PAYMENT PLAN DEAFULT)

Demo date- 8/26/13

816 E. Doddridge, JACK W TRUMAN EST (PAYMENT PLAN DEAFULT)

Demo date- 9/24/13

AGENDA ITEM #3

ORDINANCE 2014-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO 21.175 ACRES OF K.T.&I. CO, BLOCK 9, LOT PT 3, 4, & 6 OUT OF A 64.67 ACRE TRACT IN 1400 BLOCK OF WEST SANTA GERTRUDIS AVENUE FROM AG- AGRICULTURAL DISTRICT TO R3-MULTI-FAMILY DISTRICT; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Eric Jakimier, agent for property owner Martin Clements II, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, December 18, 2013 during a meeting of the Planning and Zoning Commission, and on Monday, January 13, 2014 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the Planning & Zoning Commission by a 5-0 vote approved the requested rezone; and

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

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

21.175 ACRES OF K.T.&I. CO, BLOCK 9, LOT PT 3, 4, & 6 OUT OF A 64.67 ACRE TRACT IN THE 1400 BLOCK OF WEST SANTA GERTRUDIS AVENUE FROM AG- AGRICULTURAL DISTRICT TO R3-MULTI-FAMILY DISTRICT

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of 21.175 acres out of K.T.&I. Co, Block 9, Lot PT 3, 4, & 6 out of 67.58 acre tract, known as 1725 W. Santa Gertrudis Avenue from AG-Agricultural District to R3-Multi-Family District, as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

INTRODUCED on this the 13th day of January, 2014.

PASSED AND APPROVED on this the 27th day of January, 2014.

EFFECTIVE DATE: _____, 2014

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney



Planning Department

TO: Vince Capell, City Manager

FROM: Robert G. Isassi, P.E., Director of Planning & Development Services

SUBJECT: Rezone Approval Request – Domus Development Group

DATE: January 3, 2014

Reference is made to a request for approval of a change in zoning request of a 21.175-Acre lot located on the 1400 block of West Santa Gertrudis Street. The petitioner is requesting a zoning district change from Agricultural (AG) to Multi-Family Residential (R3) in order to facilitate the development of a furnished student housing development. The developer plans to construct this housing facility in two phases; the first phase will include the northern half of the lot, with the second phase developing southern portion soon thereafter. Currently, this property is undeveloped. The historical use of the property has been unused brush land. The area surrounding the proposed development site has been developed as residential, with mostly single-family homes and multi-family apartments (Santa Gertrudis Apartments) to the northwest and student housing (Turner-Bishop Hall) to the northeast.

This rezone request was reviewed by the Director of Planning and Development Services as well as reviewed and recommended for approval by the Planning and Zoning Commission who met on December 18th, 2013. In the meeting, citizens spoke on the issue with many concerns ranging from noise and privacy levels to the disturbance of a natural habitat in the city. In the meeting 16 citizens spoke against approving this request while 4 citizens spoke for its approval.

The Planning Director recommended approval of the rezone based on the Comprehensive Housing Plan's need for additional housing coupled with the University's need for student housing. In the Director's Staff Report, Robert iterated that the land in the area is already R1/R3 mixed. Given this regularity, the proposed zoning will not cause a detrimental impact to the area and will fit within the landscape and character of the community while also serving a core demographic that is currently underserved. Furthermore, to ensure a compatible land use blend is achieved between the single family residential units to the immediate east, the future development of the site will require a landscape buffer or some type of screening as required per section 15-8-15 "Screening Standards" of the Landscape Code of the City of Kingsville. Prior to this meeting, the developer had submitted a plat which will provide a 60' landscape buffer. The proposed buildings will be another 80' from the edge of that buffer to create a distance of approximately 140' from the proposed structure to the edge of property on the east side.

After listening to the citizens in attendance and evaluating the Planning Director's report, the Commission voted to approve the rezoning request by a vote of 5-0. City Staff agrees with the Planning & Zoning Commission's findings and recommends APPROVAL of this request by City Commission.

Staff Report to the PLANNING & ZONING COMMISSION and CITY COMMISSION

By the Planning & Development Services Department, Planning Division
for the City of Kingsville, Texas

Request: **APPROVAL OF A CHANGE IN ZONING REQUEST OF 21.175
ACRES OF A 67.58 ACRE TRACT DESCRIBED IN A DEED
RECORDED IN "VOLUME 424, PAGE 136, DEED RECORDS
KLEBERG COUNTY TEXAS" FROM AN AGRICULTURAL
DISTRICT TO R3 / MULTI-FAMILY DISTRICT.**

Petitioner & Agent: Eric Jakimier, Domus Development Group
Date of P&Z Hearing: December 18th, 2013

Comprehensive Plan Land Use: R3 (Multi-Family Residential) Requested
Existing Zoning Classification: AG (Agricultural)
Adjacent Zoning: North: R1 (Single Family Residential Dist.) with an
R3 (Multi-Family Dist.) within the R1 District
South: Mixed: AG and C2 (Commercial District)
East: R1 (Single Family District)
West: AG (Agricultural)

EXISTING INFRASTRUCTURE

Transportation: King Ave. - Arterial road to the south of the plat
Santa Gertrudis Ave. - Arterial road to the north of the plat
Community Facilities: Services provided
Capital Improvements: 504-bed Student Apartment Housing Development
Fire Station Proximity: 0.64 driving miles
100 Year Floodplain: The property is not within the 100-year floodplain. The subject site is located within Flood Zone "C". The areas of minimal flood hazard, which are the areas outside the Special Flood Hazard Area (SFHA) and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X.

EXHIBITS PRESENTED

- Chapter 15 of the Kingsville Code of Ordinances (present at the meeting)
- City of Kingsville Master Plan (present at the meeting)
- City of Kingsville Comprehensive Housing Plan
- Site Plan
- Application for major preliminary subdivision plat
- Mailing list of owners within 200 feet

BACKGROUND AND HISTORY

The petitioner is requesting a zoning district change from AG / Agricultural to R3 / Multi-Family Residential in order to facilitate the development of a 504 bed apartment development which will

be built in two phases. The first phase will include the northern half of the lot, with the second half, or southern portion, developing thereafter. Currently the lot is zoned agricultural and is undeveloped. The historical use of the property has been agricultural however the area surrounding the proposed development site has been developed as residential, mostly single family homes with multi-family apartments to the northwest.

FIELD INSPECTION AND PERTINENT DATA

This parcel is currently undeveloped and is proposed to be utilized as a multi-family development site to service the growing population within the City; particularly this area is due to the community and university growth. The zoning to the northwest of the property is R3 / Multi-Family residential and is occupied by a multi-family development. The land uses to the immediate north and east are single family homes within a R1 Single Family Residential district. The proposed zoning is consistent with the area in that it is currently a mix of multi-family and single-family dwellings. Additionally, the northwest quadrant of the city frequently has this mix of single and multi-family residential uses as it serves various family types that work and/or attend the University as well as those that desire apartment living and are not affiliated with the university. Given this regularity, the proposed zoning will not cause a detrimental impact to the area and will fit within the landscape and character of the community while also serving a core demographic that is currently underserved. To ensure a compatible land use blend is achieved between the single family residential units to the immediate east, the future development of the site will require a landscape buffer or some type of screening as required per section 15-8-15 "Screening Standards" of the Landscape Code of the City of Kingsville.

Sec. 15-8-15. Screening standards.

A screening device is required between all R1/R2 residential land use/zoning and all types of multi-family (R3 and above), commercial and industrial land use/zoning. Screening is also required between R1/R2 residential land use/zoning and all mobile home zoning land use/zoning.

Sec. 15-8-16. General.

When screening is required, the installation and maintenance thereafter of a visual screen shall be provided consisting of a solid material and/or masonry fence or wall at least six feet in height which cannot be seen through.

This area was also identified as a priority area for future residential growth in the recently adopted Comprehensive Housing Plan given its proximity to the University and the historic deficiencies in diverse housing options for both University students, staff, faculty and long term residents of the City. The Comprehensive Housing Plan and the Kingsville Master Plan speak to the very need of diversified housing choices throughout the City. This general area has been identified in various studies such as the aforementioned adopted plans, but also within the 2012 Kingsville Market Study and plans/studies performed by the university. The rezoning of this property meets the need identified in those various plans and studies and is consistent with the long term development plans of the City.

CHP was done by M. Kellham. Contacted Mike to discuss this location's growth plan. Mike stated this was a perfect place for it but he never thought it would be sold.

info sent Apt. - is note that shop-Turner Hall is an R3-type of housing development.

STAFF REVIEW AND RECOMMENDATION

In general, Planning and Zoning Commission considers the following factors when making a recommendation on Zoning District Changes:

1. Whether the proposal is in conformance with the goals and policies contained in all elements of the 2008 Master Plan.
2. Whether the proposal is in keeping with the purpose of the zoning districts.
3. Whether the proposal is detrimental to the public health, safety and welfare.
4. Whether the proposal is detrimental to existing or potential adjacent land uses.
5. Whether the proposal will generate traffic levels inappropriate, hazardous, or detrimental to the existing or potential nearby land uses.

Staff recommends **APPROVAL** of this request with the following findings:

1. The proposal is in conformance with the goals and policies contained in all elements of the 2008 Master Plan. The Master Plan's Growth Strategy and Policies on Chapter 2 – Growth Capacity, Page 10, states that “development should be encouraged first within the City Limits” so as to minimize costs to utility growth so that public infrastructure is not extended until there is a net fiscal benefit for doing so.
2. The proposal is in keeping with the purpose of the zoning districts. As stated in the field inspection, the zoning of this type is similar to existing blends around the university. As part of living around the university, the expected diversity in housing types is planned and predictable.
3. The proposal is not detrimental to the public health, safety, and welfare.
4. The proposal is not detrimental to existing or potential adjacent land uses.
5. The proposal will not generate inappropriate, hazardous, or detrimental traffic levels in the existing or nearby area. The developer has consulted with a traffic engineer and had him perform a basic traffic level increase study. The adjacent State Highway (King Ave.) and boulevard (Santa Gertrudis St.) can more than adequately handle the expected increase of traffic levels.

The Planning Department has evaluated the request and can find no issues with it. It is within the Master Plan concept and will meet the housing needs in the area.

Prepared by: Robert G. Isassi, P.E. 11 Dec. 2013
Robert G. Isassi, P.E.
Director of Planning & Development Services

December 18, 2013

Planning and Zoning Commission
City of Kingsville, TX

RE: Rezoning and re-plat of KT&I CO, Block 9, Lot PT 3, 4, 6

Dear Planning and Zoning Commissioners:

We can think of no better way to begin this letter than to remind the Commissioners of a principle that was dear to the King Family—the importance of land; and to reiterate the historical significance of Santa Gertrudis and King Avenues:



One of the many canonical stories told of Richard King relates advice given to him prior to the Civil War¹ by then Lt. Col. Robert E. Lee when they rode by horseback together: “*Buy land; and never sell.*” Mrs. Henrietta King reminded Captain King of this advice as late as 1883 when he wished to sell the ranch after their son died². And in 1903 when Mrs. King donated the land that was to become Kingsville, its two longest streets were to be King Avenue and Santa Gertrudis Avenue³, both of which join at the entrance to the King Ranch today.

We have lived on West Santa Gertrudis for only two and half years. One of our neighbors, however, has lived in her home for over 50 years. It is important that you know that newcomers and long-time residents alike are *extremely alarmed* at the prospect that the historic native rangeland lying between West King and Santa Gertrudis Avenues is being considered for rezoning to multi-family housing.

Although we live within the city limits, our property adjoins an open natural space that supports native rangeland plants and diverse wildlife populations. Like our neighbors, we purchased our homes largely because they are situated in this *unique urban environment*: we enjoy the benefits of an open native space while also living within city limits. West Santa Gertrudis Avenue is a prime recreational area for both local residents and others in Kingsville. We know many people who live elsewhere in Kingsville but who nevertheless jog, or bicycle, or walk pets along Santa Gertrudis—they have their own neighborhoods for such recreation, but they choose to do so along West Santa Gertrudis. Just last week, we saw white-tailed deer as well as fox in this rangeland: it is no wonder that the neighborhood is so special.

This property adds irreplaceable value to our homes and to the city of Kingsville. Rezoning this property will not only diminish the quality of our lives but will also negatively affect the property value of our homes. Developing this land for multi-family housing will change forever a historic neighborhood that is as important to those of us along West Santa Gertrudis as it is to others in Kingsville: its development will make this neighborhood like every other neighborhood in every other town...*it will become nothing special*... and Kingsville will be the less for it.

We strongly urge the Planning and Zoning Commission to deny the request to rezone this property.

Respectfully, 


Marcia and David Wester
1626 West Santa Gertrudis

¹ William Broyles, “The Last Empire,” *Texas Monthly*, Oct. 1980; Tom Lea, *The King Ranch*, 1957, Little Brown and Co., vol. 1, pp. 144-145.

² Judy Alter, “The Queen of the King Ranch,” *Texas Co-Op Power*, January 2008.

³ Mona Sizer, *The King Ranch Story*, 1999, Republic of Texas Press, p. 156.



Planning Department

TO: Vince Capell, City Manager

FROM: Robert G. Isassi, P.E., Director of Planning & Development Services

SUBJECT: Rezone Approval Request – Domus Development Group

DATE: January 3, 2014

Reference is made to a request for approval of a change in zoning request of a 21.175-Acre lot located on the 1400 block of West Santa Gertrudis Street. The petitioner is requesting a zoning district change from Agricultural (AG) to Multi-Family Residential (R3) in order to facilitate the development of a furnished student housing development. The developer plans to construct this housing facility in two phases; the first phase will include the northern half of the lot, with the second phase developing southern portion soon thereafter. Currently, this property is undeveloped. The historical use of the property has been unused brush land. The area surrounding the proposed development site has been developed as residential, with mostly single-family homes and multi-family apartments (Santa Gertrudis Apartments) to the northwest and student housing (Turner-Bishop Hall) to the northeast.

This rezone request was reviewed by the Director of Planning and Development Services as well as reviewed and recommended for approval by the Planning and Zoning Commission who met on December 18th, 2013. In the meeting, citizens spoke on the issue with many concerns ranging from noise and privacy levels to the disturbance of a natural habitat in the city. In the meeting 16 citizens spoke against approving this request while 4 citizens spoke for its approval.

The Planning Director recommended approval of the rezone based on the Comprehensive Housing Plan's need for additional housing coupled with the University's need for student housing. In the Director's Staff Report, Robert iterated that the land in the area is already R1/R3 mixed. Given this regularity, the proposed zoning will not cause a detrimental impact to the area and will fit within the landscape and character of the community while also serving a core demographic that is currently underserved. Furthermore, to ensure a compatible land use blend is achieved between the single family residential units to the immediate east, the future development of the site will require a landscape buffer or some type of screening as required per section 15-8-15 "Screening Standards" of the Landscape Code of the City of Kingsville. Prior to this meeting, the developer had submitted a plat which will provide a 60' landscape buffer. The proposed buildings will be another 80' from the edge of that buffer to create a distance of approximately 140' from the proposed structure to the edge of property on the east side.

After listening to the citizens in attendance and evaluating the Planning Director's report, the Commission voted to approve the rezoning request by a vote of 5-0. City Staff agrees with the Planning & Zoning Commission's findings and recommends APPROVAL of this request by City Commission.

Staff Report to the PLANNING & ZONING COMMISSION and CITY COMMISSION

By the Planning & Development Services Department, Planning Division
for the City of Kingsville, Texas

Request: **APPROVAL OF A CHANGE IN ZONING REQUEST OF 21.175
ACRES OF A 67.58 ACRE TRACT DESCRIBED IN A DEED
RECORDED IN "VOLUME 424, PAGE 136, DEED RECORDS
KLEBERG COUNTY TEXAS" FROM AN AGRICULTURAL
DISTRICT TO R3 / MULTI-FAMILY DISTRICT.**

Petitioner & Agent: Eric Jakimier, Domus Development Group
Date of P&Z Hearing: December 18th, 2013

Comprehensive Plan Land Use:	R3 (Multi-Family Residential) Requested
Existing Zoning Classification:	AG (Agricultural)
Adjacent Zoning:	North: R1 (Single Family Residential Dist.) with an R3 (Multi-Family Dist.) within the R1 District South: Mixed: AG and C2 (Commercial District) East: R1 (Single Family District) West: AG (Agricultural)

EXISTING INFRASTRUCTURE

Transportation:	King Ave. - Arterial road to the south of the plat Santa Gertrudis Ave. - Arterial road to the north of the plat
Community Facilities:	Services provided
Capital Improvements:	504-bed Student Apartment Housing Development
Fire Station Proximity:	0.64 driving miles
100 Year Floodplain:	The property is not within the 100-year floodplain. The subject site is located within Flood Zone "C". The areas of minimal flood hazard, which are the areas outside the Special Flood Hazard Area (SFHA) and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X.

EXHIBITS PRESENTED

- Chapter 15 of the Kingsville Code of Ordinances (present at the meeting)
- City of Kingsville Master Plan (present at the meeting)
- City of Kingsville Comprehensive Housing Plan
- Site Plan
- Application for major preliminary subdivision plat
- Mailing list of owners within 200 feet

BACKGROUND AND HISTORY

The petitioner is requesting a zoning district change from AG / Agricultural to R3 / Multi-Family Residential in order to facilitate the development of a 504 bed apartment development which will

be built in two phases. The first phase will include the northern half of the lot, with the second half, or southern portion, developing thereafter. Currently the lot is zoned agricultural and is undeveloped. The historical use of the property has been agricultural however the area surrounding the proposed development site has been developed as residential, mostly single family homes with multi-family apartments to the northwest.

FIELD INSPECTION AND PERTINENT DATA

This parcel is currently undeveloped and is proposed to be utilized as a multi-family development site to service the growing population within the City; particularly this area is due to the community and university growth. The zoning to the northwest of the property is R3 / Multi-Family residential and is occupied by a multi-family development. The land uses to the immediate north and east are single family homes within a R1 Single Family Residential district. The proposed zoning is consistent with the area in that it is currently a mix of multi-family and single-family dwellings. Additionally, the northwest quadrant of the city frequently has this mix of single and multi-family residential uses as it serves various family types that work and/or attend the University as well as those that desire apartment living and are not affiliated with the university. [Given this regularity, the proposed zoning will not cause a detrimental impact to the area and will fit within the landscape and character of the community while also serving a core demographic that is currently underserved. To ensure a compatible land use blend is achieved between the single family residential units to the immediate east, the future development of the site will require a landscape buffer or some type of screening as required per section 15-8-15 "Screening Standards" of the Landscape Code of the City of Kingsville.]

Sec. 15-8-15. Screening standards.

A screening device is required between all R1/R2 residential land use/zoning and all types of multi-family (R3 and above), commercial and industrial land use/zoning. Screening is also required between R1/R2 residential land use/zoning and all mobile home zoning land use/zoning.

Sec. 15-8-16. General.

When screening is required, the installation and maintenance thereafter of a visual screen shall be provided consisting of a solid material and/or masonry fence or wall at least six feet in height which cannot be seen through.

This area was also identified as a priority area for future residential growth in the recently adopted Comprehensive Housing Plan given its proximity to the University and the historic deficiencies in diverse housing options for both University students, staff, faculty and long term residents of the City. The Comprehensive Housing Plan and the Kingsville Master Plan speak to the very need of diversified housing choices throughout the City. This general area has been identified in various studies such as the aforementioned adopted plans, but also within the 2012 Kingsville Market Study and plans/studies performed by the university. The rezoning of this property meets the need identified in those various plans and studies and is consistent with the long term development plans of the City.

CHP was done by M. Kellham. Contacted Mike to discuss this location's growth plan. Mike stated this was a perfect place for it but he never thought it would be sold.

*also note that
this is an R3-type
of housing
development.*

STAFF REVIEW AND RECOMMENDATION

In general, Planning and Zoning Commission considers the following factors when making a recommendation on Zoning District Changes:

1. Whether the proposal is in conformance with the goals and policies contained in all elements of the 2008 Master Plan.
2. Whether the proposal is in keeping with the purpose of the zoning districts.
3. Whether the proposal is detrimental to the public health, safety and welfare.
4. Whether the proposal is detrimental to existing or potential adjacent land uses.
5. Whether the proposal will generate traffic levels inappropriate, hazardous, or detrimental to the existing or potential nearby land uses.

Staff recommends **APPROVAL** of this request with the following findings:

1. The proposal is in conformance with the goals and policies contained in all elements of the 2008 Master Plan. The Master Plan's Growth Strategy and Policies on Chapter 2 – Growth Capacity, Page 10, states that “development should be encouraged first within the City Limits” so as to minimize costs to utility growth so that public infrastructure is not extended until there is a net fiscal benefit for doing so.
2. The proposal is in keeping with the purpose of the zoning districts. As stated in the field inspection, the zoning of this type is similar to existing blends around the university. As part of living around the university, the expected diversity in housing types is planned and predictable.
3. The proposal is not detrimental to the public health, safety, and welfare.
4. The proposal is not detrimental to existing or potential adjacent land uses.
5. The proposal will not generate inappropriate, hazardous, or detrimental traffic levels in the existing or nearby area. The developer has consulted with a traffic engineer and had him perform a basic traffic level increase study. The adjacent State Highway (King Ave.) and boulevard (Santa Gertrudis St.) can more than adequately handle the expected increase of traffic levels.

The Planning Department has evaluated the request and can find no issues with it. It is within the Master Plan concept and will meet the housing needs in the area.

Prepared by: Robert G. Isassi, P.E. 11 Dec. 2013
Robert G. Isassi, P.E.
Director of Planning & Development Services

December 18, 2013

Planning and Zoning Commission
City of Kingsville, TX

RE: Rezoning and re-plat of KT&I CO, Block 9, Lot PT 3, 4, 6

Dear Planning and Zoning Commissioners:

We can think of no better way to begin this letter than to remind the Commissioners of a principle that was dear to the King Family—the importance of land; and to reiterate the historical significance of Santa Gertrudis and King Avenues:

One of the many canonical stories told of Richard King relates advice given to him prior to the Civil War¹ by then Lt. Col. Robert E. Lee when they rode by horseback together: “*Buy land; and never sell.*” Mrs. Henrietta King reminded Captain King of this advice as late as 1883 when he wished to sell the ranch after their son died². And in 1903 when Mrs. King donated the land that was to become Kingsville, its two longest streets were to be King Avenue and Santa Gertrudis Avenue³, both of which join at the entrance to the King Ranch today.

We have lived on West Santa Gertrudis for only two and half years. One of our neighbors, however, has lived in her home for over 50 years. It is important that you know that newcomers and long-time residents alike are *extremely alarmed* at the prospect that the historic native rangeland lying between West King and Santa Gertrudis Avenues is being considered for rezoning to multi-family housing.

Although we live within the city limits, our property adjoins an open natural space that supports native rangeland plants and diverse wildlife populations. Like our neighbors, we purchased our homes largely because they are situated in this *unique urban environment*: we enjoy the benefits of an open native space while also living within city limits. West Santa Gertrudis Avenue is a prime recreational area for both local residents and others in Kingsville. We know many people who live elsewhere in Kingsville but who nevertheless jog, or bicycle, or walk pets along Santa Gertrudis—they have their own neighborhoods for such recreation, but they choose to do so along West Santa Gertrudis. Just last week, we saw white-tailed deer as well as fox in this rangeland: it is no wonder that the neighborhood is so special.

This property adds irreplaceable value to our homes and to the city of Kingsville. Rezoning this property will not only diminish the quality of our lives but will also negatively affect the property value of our homes. Developing this land for multi-family housing will change forever a historic neighborhood that is as important to those of us along West Santa Gertrudis as it is to others in Kingsville: its development will make this neighborhood like every other neighborhood in every other town...*it will become nothing special...* and Kingsville will be the less for it.

We strongly urge the Planning and Zoning Commission to deny the request to rezone this property.

Respectfully,



Marcia and David Wester
1626 West Santa Gertrudis

¹ William Broyles, “The Last Empire,” *Texas Monthly*, Oct. 1980; Tom Lea, *The King Ranch*, 1957, Little Brown and Co., vol. 1, pp. 144-145.

² Judy Alter, “The Queen of the King Ranch,” *Texas Co-Op Power*, January 2008.

³ Mona Sizer, *The King Ranch Story*, 1999, Republic of Texas Press, p. 156.

A PETITION
TO THE PLANNING AND ZONING COMMISSION, KINGSVILLE, TEXAS
December 18, 2013

We, the undersigned homeowners and residents along West Santa Gertrudis and Seale Streets in Kingsville, Texas, are unanimous in our opposition to the rezoning request for the property between West Santa Gertrudis Street and West King Street west of Seale Street. Although we live within the city limits, our properties adjoin an open native space that supports native rangeland plants and diverse wildlife populations. Many of us purchased our homes largely because they are situated in this *unique urban environment*: we enjoy the benefits of an open native space while also living within city limits. This property—as a native space—adds irreplaceable value to our homes. Rezoning this property will not only diminish the quality of our lives but will also negatively affect the property value of our homes. We strongly urge the City of Kingsville to **deny the request** to rezone this property from Agriculture (AG) to Multi-Family (R-3). Signed:

Edward B. Wester

Marcia Wester

Ernesto Leulace

Nora Salinas

R. Lando Salinas

James A. Noia

Wesley H. Hays Jr.

Jana R. Evans

Lauron Hamilton

Tom Davis

Jason Davis

Tom Davis Jr.

Frankie D. Jiles

Monroe

Kirkman

A. Bonach

Shirley Foster

L. W. Johnson

M. C. Johnson

Elizabeth Johnson

E. Munn

Suzette White

Barbara Collins

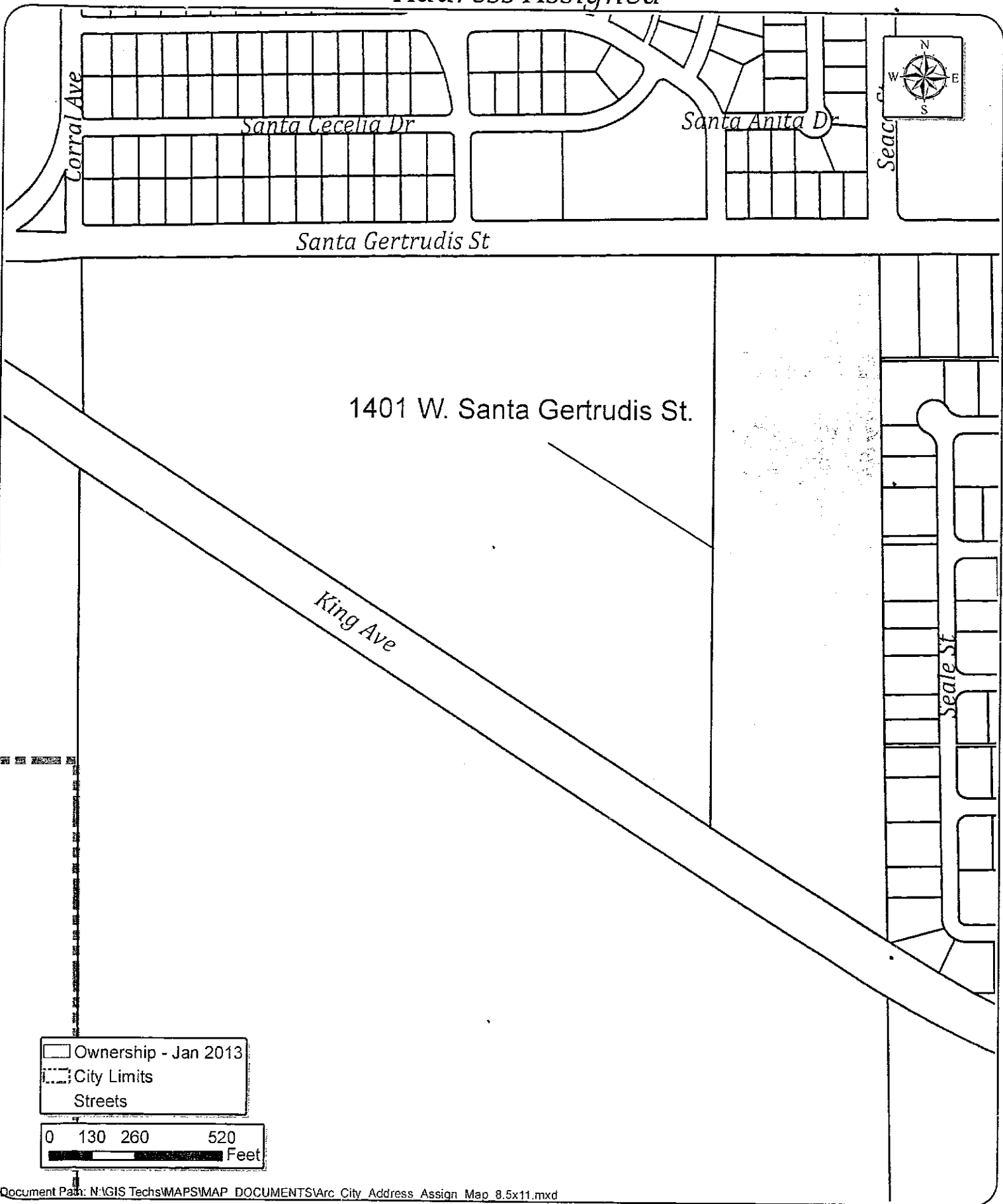
A PETITION
TO THE PLANNING AND ZONING COMMISSION, KINGSVILLE, TEXAS
December 18, 2013

We, the undersigned homeowners and residents along West Santa Gertrudis and Seale Streets in Kingsville, Texas, are unanimous in our opposition to the rezoning request for the property between West Santa Gertrudis Street and West King Street west of Seale Street. Although we live within the city limits, our properties adjoin an open native space that supports native rangeland plants and diverse wildlife populations. Many of us purchased our homes largely because they are situated in this *unique urban environment*: we enjoy the benefits of an open native space while also living within city limits. This property—as a native space—adds irreplaceable value to our homes. Rezoning this property will not only diminish the quality of our lives but will also negatively affect the property value of our homes. We strongly urge the City of Kingsville to **deny the request** to rezone this property from Agriculture (AG) to Multi-Family (R-3). Signed:


Roberto Vela Cardona
Michelle G. Jela
Umaria D. Doherty
Kate Lynn Horner
Christy J. J.
John Chiller
R. J.
Donna Lee Tapp
Christy J. J.
Julia L. J.
Dany J. J.
NICKLESTIER

Brian E. J.
Connie C. J.
Thomas M. Salinas
David Schueneman
Betsy Florence
Richard Carrera
Barbara Sorensen
Lynne J.
Kenneth J.
William J. J.
Alvin H. J.
Sharon J.
John J.

Address Assigned



Document Path: N:\GIS Techs\MAPS\MAP DOCUMENTS\Arc City Address Assign Map 8.5x11.mxd

Page 1 / 1	Drawn By: Engineering Department	<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.</p>	 <p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005</p>
	Last Update: 11/25/2013		
	Note:		

[illegible]

CITY OF KINGSVILLE

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364



November 26, 2013

COPY

Dear Property Owner:

The Planning and Zoning Commission will hold a public hearing and meeting to consider an item on Wednesday, December 18, 2013, at 7:00 p. m. at the City Commission Chambers, located at City Hall, 200 E. Kleberg, Kingsville, Texas. The following items will be discussed:

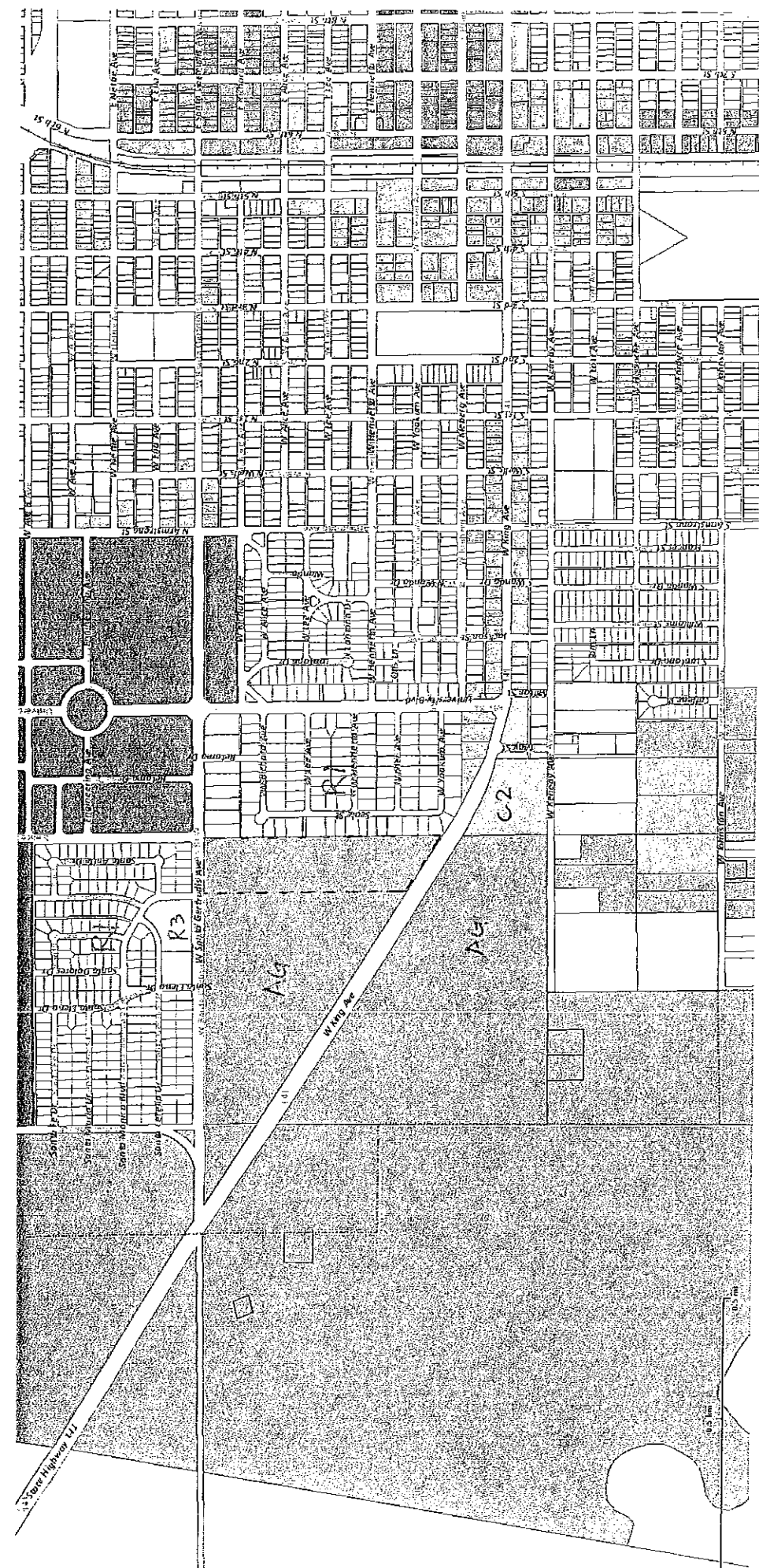
Item 1- Eric Jakimier, Agent - Requesting the rezoning of 21.17 acres of KT&I CO, BLOCK 9, LOT PT 3, 4, 6, of the 64.67 acre plat located at 1725 West Santa Gertrudis Street, to be rezoned from (AG) Agricultural to (R-3) Multi-Family District. This lot will extend south to West King Avenue.

Item 2- Eric Jakimier, Agent - Requesting the approval of a re-plat of KT&I CO, BLOCK 9, LOT PT 3, 4, 6, of the 64.67 acre plat located at 1401 West Santa Gertrudis Street, between Seal St. and Santa Monica Blvd. This lot will extend south to West King Avenue.

Your property is located within 200 feet of this request. If you have any comments or questions in regards to this matter, please contact me at (361) 595-8055.

Sincerely,

Robert G. Isassi, P.E.
Director of Developmental Services



Domus Development LLC

21 November 2013

Mr. Robert Isassi
Director of Planning & Development Services
200 East Kleberg Avenue
Kingsville, Texas 78364

Dear Mr. Isassi:

We are submitting an application to change the zoning on part of the land located at 1725 West Santa Gertrudis Avenue. As part of that request we have formerly sent you the application and fee as well as the owner's authorization to pursue this change in zoning.

1. The change we are requesting is from AG to R3 and we will be developing the property to provide approximately 198 units of student housing multifamily in the first of two proposed phases.
2. Attached you find a proposed site plan for the total development. Obviously we are at the very early stages of this development so things may change slightly from what is attached. There are no existing structures on the proposed tract.
3. The lot size is 21.17 acres or approximately 922,165 SF. The dimensions are 1,696.45' on the west property line, 495.84' on the north, 2,024.00' on the east and 594.61' on the south.
4. The land use to the west and south is unimproved land and to the east and south is single-family.
5. Attached is an excerpt from the City of Kingsville Zoning Map showing R1 zoning on the north and east sides and AG to the south and west.

Please feel free to request any information you may need to consider this request.

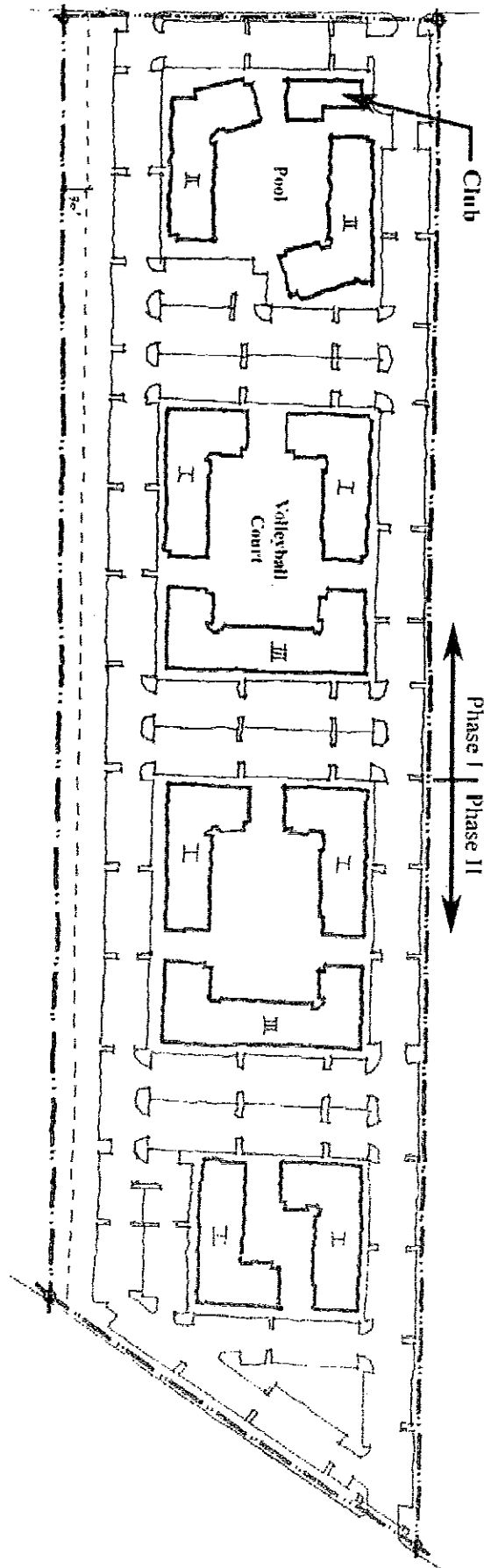
Sincerely,

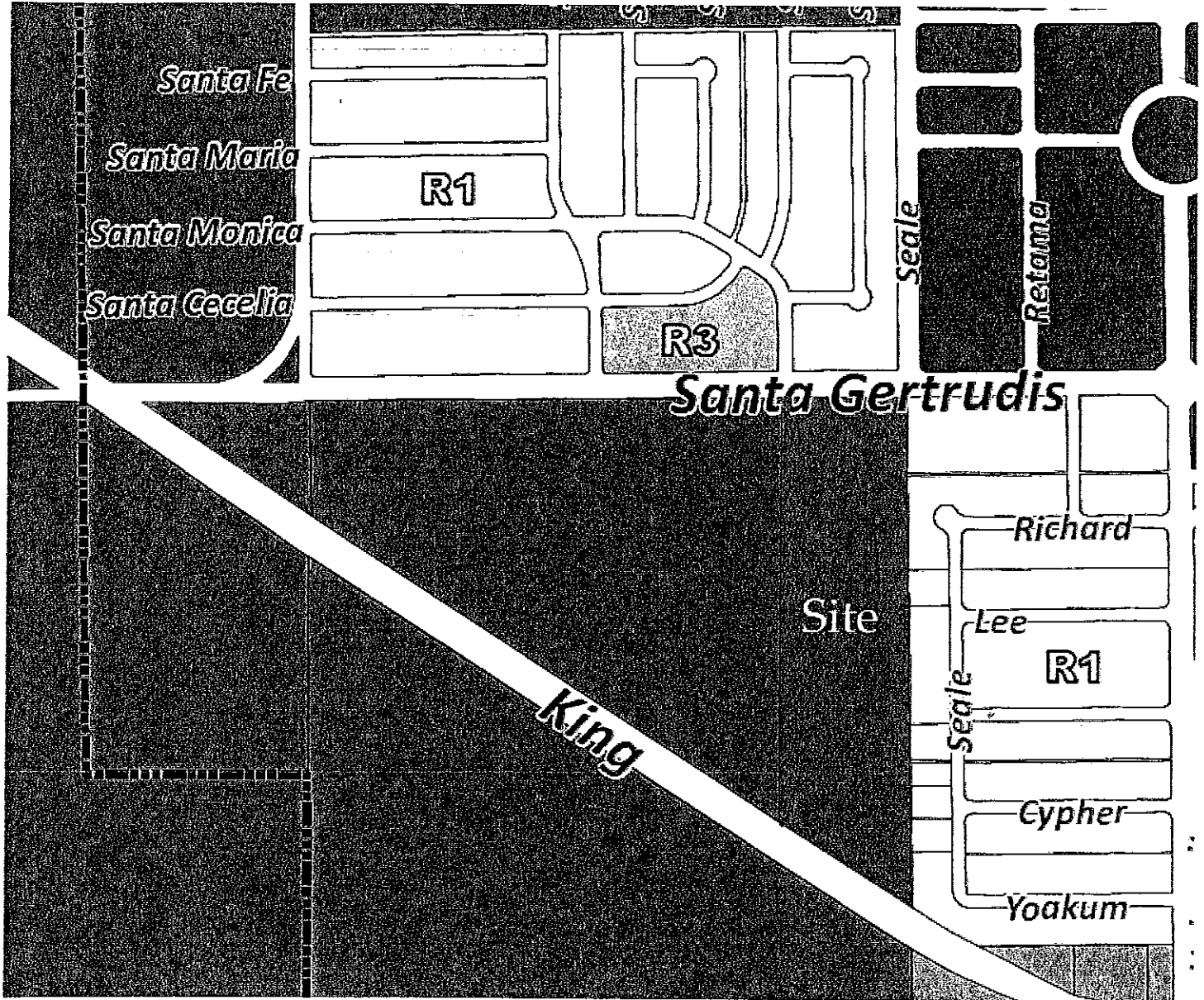
Domus Development LLC



Eric O. Jakimier
President

Domus Development LLC





Site with adjacent zoning

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address _____ Nearest Intersection _____

(Proposed) Subdivision Name TBD Lot Farm 3, 4, 6 Block 9

Legal Description: Attached

Existing Zoning Designation AG Future Land Use Plan Designation R3

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Eric Jakimier Phone 469 585 5743 FAX _____

Email Address (for project correspondence only): ejakimier@domusdevelopmentllc.com

Mailing Address 5646 Milton, Ste 410 City Dallas State Texas Zip 75206

Property Owner Martin Clement II Phone 361 522 4373 FAX _____

Email Address (for project correspondence only): mmclement@att.net

Mailing Address 1725 West Santa Gertrudis City Kingsville State Texas Zip 78363

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

<input type="checkbox"/> Annexation Request.....No Fee	<input type="checkbox"/> Preliminary Plat.....Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA).....\$250.00	<input type="checkbox"/> Final Plat.....Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request.....\$250.00	<input type="checkbox"/> Minor Plat.....\$100.00
<input checked="" type="checkbox"/> Re-zoning Request.....\$250.00	<input checked="" type="checkbox"/> Re-plat.....\$250.00 ← Dec. 18th
<input type="checkbox"/> SUP Request/Renewal.....\$250.00	<input type="checkbox"/> Vacating Plat.....\$50.00
<input checked="" type="checkbox"/> Zoning Variance Request (ZBA).....\$250.00	<input type="checkbox"/> Development Plat.....\$100.00
<input type="checkbox"/> PUD Request.....\$250.00	<input type="checkbox"/> Subdivision Variance Request.....\$25.00 ea.

Please provide a basic description of the proposed project Student housing, multifamily

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

Applicant's signature: [Signature] Date: 13 November 2013

Property owners signature: _____ Date: _____

Accepted by: _____ Date: _____

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1401 W. Santa Gertrudis Nearest Intersection _____

(Proposed) Subdivision Name TBD Lot 3, 4, 6 Block 9

Legal Description: Attached

Existing Zoning Designation AG Future Land Use Plan Designation R3

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Eric Jakimier Phone 469 585 5743 FAX _____

Email Address (for project correspondence only): ejakimier@domusdevelopmentllc.com

Mailing Address 5646 Milton, Ste 410 City Dallas State Texas Zip 75206

Property Owner Martin Clement II Phone 361 522 4373 FAX _____

Email Address (for project correspondence only): mw.clement@att.net

Mailing Address 1725 West Santa Gertrudis City Kingsville State Texas Zip 78363

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

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

Please provide a basic description of the proposed project Student housing, multi-family

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

Applicant's signature: [Signature] Date: 13 November 2013

Property owners signature: [Signature] Date: 11-14-13

Accepted by: Jessica Y. [Signature] Date: 11-18-13

LEBERG COUNTY APPRAISAL DISTRICT
PROPERTY 14379 R
Legal Description
T & I CO, BLOCK 9, LOT PT 3, 4, 6, ACRES 64.67

OWNER ID
12009
OWNERSHIP
100.00%

PROPERTY APPRAISAL INFORMATION 2013
CLEMENT MARTIN W II
PO BOX 1418
KINGSVILLE, TX 78364-1418

Entities	Values
CAO 100%	IMPROVEMENTS 389,320
CKI 100%	LAND MARKET + 329,560
GKL 100%	MARKET VALUE = 718,880
SKI 100%	PRODUCTIVITY LOSS - 247,280
WST 100%	APPRAISED VALUE = 471,600
	HS CAP LOSS - 0
	ASSESSED VALUE = 471,600

10000903103192 Ref ID2: R14379

ACRES: 64.6700
EFF. ACRES:

TUS 1725 W STA GERTRUDIS

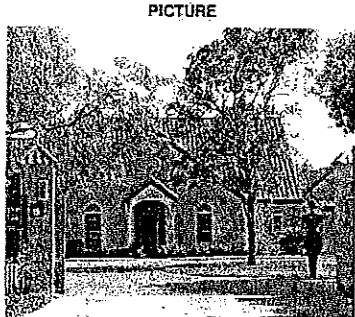
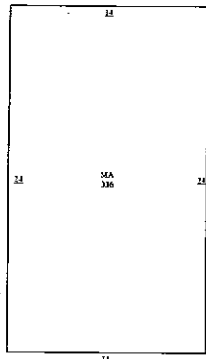
APPR VAL METHOD: Cost

GENERAL
UTILITIES
TOPOGRAPHY
ROAD ACCESS
DRAINING
NEXT REASON
LAST APPR. IE
LAST APPR. YR 2012
LAST INSP. DATE 02/21/2012
NEXT INSP. DATE

SKETCH for Improvement #2 (COMMERCIAL)

EXEMPTIONS
HS HOMESTEAD

REMARKS
FOR '12 CORR LAND MKT CODE PER APPR IE
2/16/12 4/1/12 MMG -- FOR 2011 LAND
SCHEDULE RATE CHG PER IE/AYG 5/13/2011
JO-- FOR 2011 LAND SCHEDULE RATE CHG



BUILDING PERMITS
ISSUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL

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

SUBD: S2900 100.00% NBHD:

IMPROVEMENT INFORMATION

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	C	SS3A	336.0	2.15	1	1985	1985	720	80%	100%	100%	100%	100%	0.80	580
COMMERCIAL		STCD: E3		336.0			Homesite: N		720							580

SUBD: S2900 100.00% NBHD:

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
NATIVE PASTURE	T15	01	N	A	A	4.0700 AC	2,125.00	8,650	1.00	1.00	A	8,650	YES	1D1	AG-RN5	61.00	250
E3	P12	E3	N	A	A	0.5000 AC	10,000.00	5,000	1.00	1.00	A	5,000				0.00	0
RB3 (BRUSH LAND)	T15	01	N	A	A	9.7300 AC	2,125.00	20,680	1.00	1.00	A	20,680	YES	1D1	AG-RB3	62.00	600
RB4 (BRUSH LAND)	P12	01	N	A	A	1.7900 AC	10,000.00	17,900	1.00	1.00	A	17,900	YES	1D1	AG-RB4	56.00	100

continued on next page

REGULAR AGENDA

AGENDA ITEM #4

RESOLUTION #2014-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND THE KINGSVILLE INDEPENDENT SCHOOL DISTRICT RELATING TO WAIVER OF CERTAIN PLANNING FEES IN EXCHANGE FOR CERTAIN LAND; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Kingsville ("City") intends to obtain the old H.M. King High School and renovate it into a new City Hall and the Kingsville Independent School District ("KISD") has other land in the immediate vicinity of the old high school that the City would like to acquire and develop in the future; and

WHEREAS, KISD intends to build a new high school on South Brahma Blvd., expand its warehouse by the administration building, and dispose of a portable building on the Lamar campus to improve the district and beautify the City among other things; and

WHEREAS, the parties believe that the land (cottage, gymnasium, and land north of the gymnasium) near the old high school on 3rd Street should be exchanged with the City for waiver of certain planning and disposal fees for improvements on KISD properties as referenced above;

WHEREAS, the exchange of land for waiver of permitting and plan review fees and providing certain services for the benefit of the entities and the public;

WHEREAS, the KISD School Board approved this agreement at a duly posted public meeting held on January 13, 2014;

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.

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 an Interlocal Agreement between the City of Kingsville and the Kingsville Independent School District relating to Waiver of Certain Planning Fees in Exchange for Certain Land 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
____ 27th day of ____ January ____, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KINGSVILLE
AND KINGSVILLE INDEPENDENT SCHOOL DISTRICT
RELATING TO
WAIVER OF CERTAIN PLANNING FEES IN EXCHANGE
FOR CERTAIN LAND**

WITNESSETH:

WHEREAS, the City of Kingsville ("City") and the Kingsville Independent School District ("KISD") try to work together for the benefit of our citizenry when able to do so; and

WHEREAS, KISD owns land commonly known as "land north of the gymnasium" on North Third Street, Kingsville, Texas, which is just south of the current KISD administration building, near the Old High School that is being renovated as the new City Hall; and

WHEREAS, the City desires to acquire the above-referenced land from KISD as part of its renovation project of that area; and

WHEREAS, the City submitted a proposal to transfer this land to the City in exchange for the waiver of permitting and plan review fees and providing certain services described on Exhibit C; 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 these terms; and

NOW, THEREFORE, the City of Kingsville and KISD, in consideration of these mutual covenants and agreements, agree as follows:

1. **PARTIES**. The parties to this Interlocal Agreement ("Agreement") are the City of Kingsville ("City"), a Texas home rule municipality, and the Kingsville Independent School District ("KISD"), a body and corporate politic under the laws of the State of Texas.

2. **PURPOSE**.

- A. The City will waive permitting and plan review fees and provide certain services described on Exhibit C. This Agreement shall exclude any known or unknown hazardous material abatement costs, as these costs shall be borne by KISD. The parties agree that the value of waivers of fees and provision of services described in Exhibit C is ONE HUNDRED SEVENTY-ONE THOUSAND, SIX HUNDRED ELEVEN DOLLARS (\$171,611.00).

- B. KISD will transfer full and clear title to land commonly known as "land north of the gymnasium" on North Third Street, Kingsville, Texas, which is just south of the current KISD administration building, near the Old High School that is being renovated as the new City Hall. The "land north of the gymnasium" is a 1.57 acre tract of land, more or less, situated in the City of Kingsville, being a portion of Chamberlain Park, as shown on a Map of Kingsville, a map which is recorded in Book A, Page 86, Map Records of Kleberg County, Texas said tract being more fully described by metes and bounds on Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein for all purposes (the "Land").

3. TERM.

- A. The recurring services as defined in this Agreement, not to include the one time transactions of transfer of land title and/or one time permit fee waivers and demolition, shall be for a term of one year beginning on the date of recording of the deed conveying the Land to the City, and will automatically renew each year unless terminated by one of the parties.
- B. Any notice of termination shall be sent to the other party to this Interlocal Agreement at the address listed in paragraph 4 of this agreement.

4. MISCELLANEOUS PROVISIONS.

A. Notice. Notice required by this Interlocal Agreement may be given or served by depositing the notice in the United States Mail, in certified or registered form, postage prepaid, addressed to the other party, or by delivering the notice in person to the other party. Notice deposited in the United States Mail in the manner prescribed in this subsection is effective upon deposit. The addresses of the parties are:

City of Kingsville, Texas
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Facsimile: (361) 595-8035

Kingsville Independent School District
Attn: Superintendent
P.O. Box 871
Kingsville, Texas 78364
Telephone: (361) 592-3387
Facsimile: (361) 221-9023

B. Effect of Waivers. No waiver by either party of any default, violation, or breach of the terms, provisions, and covenants contained in this Interlocal Agreement may be deemed or construed to constitute a waiver of any other

violation or breach of any of the terms, provisions, and covenants of this Agreement.

C. Amendment of Interlocal Agreement. This Agreement may be amended at any time. Any amendment to this Agreement must be in writing and agreed to by the governing bodies of the parties. No officer or employee of any of the parties has authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the party.

D. Not For Benefit of Third Parties. This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third parties.

E. Exercise of Police Powers. This Agreement and all activities under this Agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.

F. Immunities Not Waived. Nothing in this Agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

G. Mutual Indemnification: To the extent allowed by the Constitution and Laws of the State of Texas, KISD and City agree that each party assumes any and all risks of liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by or as the result of the negligent acts or omissions of that party and the officers, employees, and agents thereof.

H. Captions. Captions to provisions of this Interlocal Agreement are for convenience and shall not be considered in the interpretation of the provisions.

I. Fiscal Obligations. Each party which performs services or furnishes aid under this Agreement must do so with funds available from current revenues of the party.

J. Interlocal Cooperation Act Applies. The parties enter into this Interlocal Agreement under the Texas Government Code Chapter 791 (Interlocal Cooperation Act). The parties agree that activities under this Agreement are "governmental functions and services" and that the parties are a "local government" and a "state agency" as those terms are defined in this Agreement and in the Interlocal Cooperation Act.

K. Approval by Governing Bodies. Each party represents that this Agreement has been duly passed and approved by the governing body of the party as required by the Texas Interlocal Cooperation Act, Chapter 791, Texas

Government Code or that proper power and authority has been delegated by the governing body.

L. Entirety of Agreement. No other oral or written commitments of the parties with respect to the terms of this Agreement may have any force or effect if not contained in this Interlocal Agreement or any amendments thereto.

M. Severability. If any provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

N. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continues in full force and effect.

O. Warranty. The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this agreement.

P. Governing Laws. This Agreement shall be governed by the laws of the State of Texas.

Q. Venue. Venue for an action arising under this Agreement is in Kleberg County, Texas.

R. Effective Date. This Agreement is effective on the date when the last party executes this agreement.

S. Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

EXECUTED by Kingsville Independent School District on the ____ day of _____, 2014.

Melissa Windham
President of the Board of Trustees

Edward Blaha

Superintendent of Schools

EXECUTED by the City of Kingsville on the _____ day of _____, 2014.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney



June 19, 2013
Job No. 42793 0000

**Exhibit A
1.57 Acres**

**State of Texas
County of Kleberg**

Field Notes for a 1.57 Acre Tract of Land, more or less, situated in the City of Kingsville, being a portion of Chamberlain Park, as shown on a Map of Kingsville, a map of which is recorded in Book A, Page 86, Map Records of Kleberg County, Texas, said Tract being more fully described by metes and bounds as follows:

Commencing at a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, at the intersection of the North ROW line of King Avenue and the West ROW line of 3rd Street, for the Southeast corner of the said Chamberlain Park, same being the Southeast corner of a 3.45 Acre Tract of Land, described in a Gift Deed from Board of Trustees of the Kingsville Independent School District to King High Historical Foundation, as recorded in Volume 425, Pages 911-920, of the Official Records of Kleberg County, Texas;

Thence, North 01°00'12" West, with the said West ROW line of 3rd Street, the East line of the said Chamberlain Park, at 424.68 feet, passing a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, for Northeast Corner of the said 3.45 Acre Tract, in all a total distance of 553.05 feet, for a Southeast corner and the Point of Beginning of this Tract,

Thence, South 88°58'48" West, 268.49 feet, to 5/8 inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, for an inner ell corner of this Tract;

Thence, South 01°01'22" East, 130.34 feet, to a 5/8 inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, on the North Line of the said 3.45 Acre Tract, for an outer ell corner of this Tract;

Thence, South 88°58'48" West, with the said North Line of the said 3.45 Acre Tract, 131.44 feet, to a 5/8 inch Iron Rod with plastic cap stamped "Naismith Eng. C.C. Tx" found, on the East ROW Line of said 2nd Street, being the Northwest corner of the said 3.45 Acre Tract, for the Southwest corner of this Tract;

Thence, North 01°01'22" West, with the said East Line of 2nd Street, 268.79 feet, to a 5/8 inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, for the Northwest corner of this Tract;

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Page 1 of 25 DRAWN BY: C. CORPUS CHRISTI, TEXAS 78404

FAX (361) 664-6001

www.urbaneng.com

BBB# 400 4145



Thence, with the North Line of the said 3.45 Acre Tract described herein;

- North $88^{\circ}58'48''$ East, 126.46 feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, for a corner of this Tract;
- South $45^{\circ}08'54''$ East, 21.51 feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, for a corner of this Tract;

Thence, North $88^{\circ}58'48''$ East, 258.54 feet, to a 5/8 Inch Iron Rod with red plastic cap stamped "Urban Engr. C.C. TX" set, on the said West ROW Line of 3rd Street, for the Northeast corner of this Tract;

Thence, South $01^{\circ}00'12''$ East, with the said West Row Line of 3rd Street, 122.92 feet, to the Point of Beginning and containing 1.57 Acres (68361 Sq. Ft) of land.

Bearings based on GPS, NAD 83, State Plane Coordinates, Texas South Zone 4205.

Reference also accompanying Sketch of said 1.57 Acres.

Unless this Fieldnote Description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Urban Engineering



[Signature]
Keith W. Wooley, R.P.L.S.

License No. 5463

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(3610554-310) 3725 SWANTNER DR • CORPUS CHRISTI, TEXAS 78404
Page 2 of 2

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TBPE Item #145

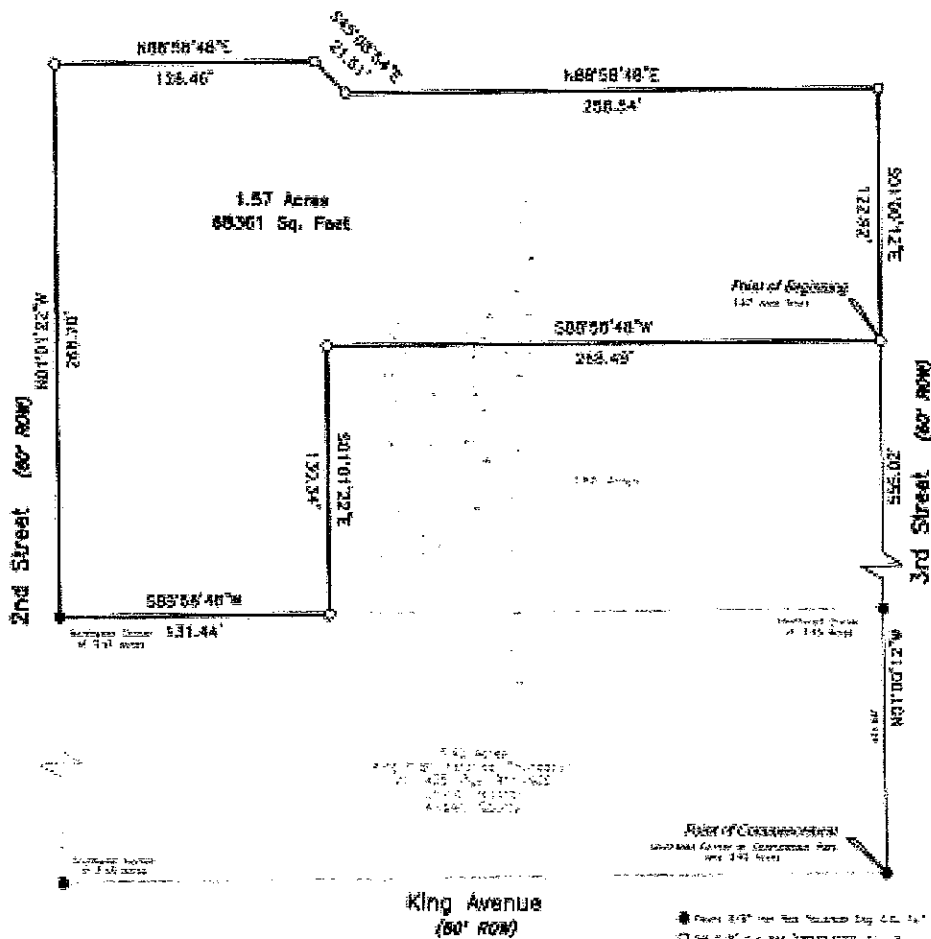
FAX (361)554-6001

Exhibit B

Sketch to Accompany

FIELDWORK for a 1.57 Acre Tract of Land, more or less, situated in the City of Kingsville, as shown on a Map of Kingsville, being a portion of Chamberlain Park, a map of which is recorded in Book A, Page 06, Map Records of Kleberg County, Texas.

Henrietta Avenue
(80' ROW)



DATE: JUNE 19, 2013
SCALE: 1"=80'
JOB NO.: 42793.0000
SHEET: 1 OF 1
DRAWN BY: JDC
©2013 by Urban Engineering

INTERLOCAL AGREEMENT BREAKDOWN

CITY SERVICES IN EXCHANGE FOR CERTAIN KISD LAND

Description of City Services	Estimated Cost	
Waive Permitting and Plan Review Fees for new High School on S. Brahma Blvd.	\$ 85,497.00	ACTUAL COST
Waive Permitting and Plan Review Fees for new Auditorium & Gymnasium for new High School on S. Brahma Blvd.	\$ 38,527.43	
Waive Permitting and Plan Review Fees for planned 5,500 SF warehouse addition by KISD administration building on North 3rd St.	\$ 4,550.00	
Demolish & Remove a 24'x40' Portable Building (960 SF) by Lamar School. (cost does not include unknown hazardous material abatement costs)	\$ 2,110.00	
Demolish & Remove a 74'x28' Building (2,072 SF) by MoPac Field (cost does not include unknown hazardous material abatement costs)	\$ 4,510.00	
Sweep 7 KISD school parking lots (2 times/year for 5 years) (Harrel, Harvey, Kleberg, Perez, Gillette, Memorial, H.M. King)	\$ 10,283.33	
Pave KISD administration building back parking lot (approx. 34,500 SF) (Labor & equipment only. Material and delivery costs paid by KISD.)	\$ 26,132.96	
	<hr/>	
	\$ 171,610.73	

Description of KISD Land

Full & clear title to land commonly known as "The cottage", "The Gymnasium", and "land north of the gymnasium - between the gym and school administration building" on North 3rd St.



Sweep KISD school parking lots (2 times/year for 5 years) (Harrel, Harvey, Kleberg, Perez, Gillette, Memorial, H.M. King)

Areas calculated using Google Earth

Harrel Parking Lot Area (SF)	42,000
Harvey Parking Lot Area (SF)	31,000
Kleberg Parking Lot Area (SF)	35,000
Gillette Parking Lot Area (SF)	56,000
Memorial Parking Lot Area (SF)	75,000
H.M. King Parking Lot Area (SF)	332,000
Perez Parking lot Area (SF)	46,000
Total Square Footage (SF)	617,000
Converted to Square Yards (SY)	68,556

City Cost per SY \$ 0.0150

Cost to sweep all schools once \$ 1,028.33

No. of times to sweep per year 2

Cost to sweep all schools twice per year \$ 2,056.67

No. of years to sweep schools 5

Total cost of City Services \$ 10,283.33

To adequately sweep these properties, City forces will need to sweep either after hours or on weekend (overtime work)

<i>Waive Permitting and Plan Review Fees for new High School on S. Brahma Blvd.</i>	
<i>Level 1 - 90,700 SF Level 2 - 75,734 SF</i>	
<i>Actual audited permit & plan fees waived</i>	
Building permit (Structure)	\$ 39,944.16
Building permit (Footing & Foundation)	\$ 2,280.00
Electrical permit	\$ 9,986.04
Plumbing permit	\$ 6,657.36
Mechanical permit	\$ 6,657.36
Plan Review	\$ 19,972.08
ACTUAL Planning & Permitting Fees for HIGH SCHOOL BLDG.	\$ 85,497.00

<i>Waive Permitting and Plan Review Fees for new High School AUDITORIUM on S. Brahma Blvd.</i>	
<i>(ESTIMATED - 35,000 SF)</i>	
<i>Estimated Permitting Fees</i>	
Building permit (Structure)	\$ 8,400.00
Building permit (Footing & Foundation)	\$ 479.47
Electrical permit	\$ 2,100.00
Plumbing permit	\$ 1,400.00
Mechanical permit	\$ 1,400.00
Plan Review	\$ 4,200.00
	\$ 17,979.47
<i>Waive Permitting and Plan Review Fees for new High School GYMNASIUM on S. Brahma Blvd.</i>	
<i>(ESTIMATED - 40,000 SF)</i>	
<i>Estimated Permitting Fees</i>	
Building permit (Structure)	\$ 9,600.00
Building permit (Footing & Foundation)	\$ 547.96
Electrical permit	\$ 2,400.00
Plumbing permit	\$ 1,600.00
Mechanical permit	\$ 1,600.00
Plan Review	\$ 4,800.00
	\$ 20,547.96
Estimated Planning & Permitting Fees for AUDITORIUM & GYMNASIUM \$ 88,527.43	

Waive Permitting and Plan Review Fees for planned 5,500 SF warehouse addition by KISD
administration building on North 3rd St.

<i>Estimated Fees</i>	
Building permit (Structure)	\$ 1,500.00
Building permit (Footing & Foundation)	\$ 200.00
Electrical permit	\$ 900.00
Plumbing permit	\$ 600.00
Mechanical permit	\$ 600.00
Plan Review	\$ 750.00
	<u>\$ 4,550.00</u>

Demolish & Remove a 24'x40' Portable Building (960 SF) by Lamar School.
(cost does not include unknown hazardous material abatement costs)

Labor & Equipment to Demo	\$ 1,600.00
Rollout Containers Rental	\$ 350.00
Landfill Fees	\$ 85.00
Demo Permit Fee	\$ 75.00
	<u>\$ 2,110.00</u>

Demolish & Remove a 74'x28' Building (2,072 SF) by MoPac Field (cost does
not include unknown hazardous material abatement costs)

Labor & Equipment to Demo	\$ 3,500.00
Rollout Containers Rental	\$ 750.00
Landfill Fees	\$ 185.00
Demo Permit Fee	\$ 75.00
	<u>\$ 4,510.00</u>

Pave KISD administration building back parking lot (approx. 34,500 SF) (Labor & equipment only. Material and delivery costs paid by KISD.)

Daily Rate

Labor	Qty	Units	Labor Rate	Total
Supervisor	8	HR	\$ 27.34	\$ 218.72
Equipment Op III	12	HR	\$ 18.98	\$ 227.76
Equipment Op II	48	HR	\$ 16.41	\$ 787.68
Mant. Worker	48	HR	\$ 13.59	\$ 652.32
				<u>\$ 1,886.48</u>

Equipment	Qty	Units	Unit Cost	Total
Laydown Machine (Leeboy)	8	HR	\$ 115.00	\$ 920.00
Wheel Loader	8	HR	\$ 40.00	\$ 320.00
Steel Wheel Roller	8	HR	\$ 25.00	\$ 200.00
Rotary Broom	4	HR	\$ 20.00	\$ 80.00
Asphalt Distributor	34500	SF	\$ 0.28	\$ 9,660.00
				<u>\$ 11,180.00</u>

Subtotal	\$ 13,066.48
No. of Days to Complete Lot	2
Total	\$26,132.96

Calculations

34,500.00 SF	Area of Back Parking Lot
3,833.33 SY	Converted to Sq. Yards
220.00 #/SY	2" of HMAc (Placement Rate)
843,333.33 #	Total lbs. of HMAc
421.67 Tons	Estimated Tonnage of HMAc
210.83 Tons/Day	City Placement Rate for Parking Lot

Definition. HMAc = Hotmix Asphalt Concrete
220 #/SY is a typical application rate for 2" of hotmix.

AGENDA ITEM #5

RESOLUTION # 2014-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO 2014 ELECTION SERVICES AGREEMENT BETWEEN CITY OF KINGSVILLE AND KLEBERG COUNTY CLERK; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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 2014 Election Services Agreement between City of Kingsville and Kleberg County Clerk relating to the 2014 General Municipal Election/Joint Election between the City of Kingsville and Kingsville Independent School District 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 _____th day of _____ January, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

2014 Election Services Agreement
between
City of Kingsville
And
Kleberg County Clerk

This AGREEMENT is made and entered into by and between the City of Kingsville and the Kleberg County Clerk for the leasing and supervision of the Election System & Software Corp. (ES&S) Direct Recording Electronic Voting Machines and providing services associated with the Election Reporting Manager/Central Counting Station and the tabulation of ballots for the Joint General Election between the City of Kingsville and Kingsville Independent School District.

This AGREEMENT is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

I. ADMINISTRATION

Under the legislative Help America Vote Act (HAVA) compliancy requirement for Texas School and City elections, ES&S has set standard requirements implementing new procedures. Kleberg County having ownership of the HAVA required voting machines, ES&S has requested that when under contract with other county jurisdictions that Kleberg County coordinate all of the City of Kingsville and Kleberg County school districts elections through the entire election information process cycle, including ballot and programming needs with ES&S. The Kleberg County Clerk and/or the Staff designee are assigned to be the point of contact for Kleberg County with ES&S during all election cycles. Kleberg County Clerk agrees to lease equipment for the election and tabulating the election with the Central Counting Station aka Election Reporting Manager located in the Kleberg County Clerk's office and in accordance with the provisions of the Texas Election Code and as outlined in this agreement. City of Kingsville agrees to pay ES&S for all costs associated with this election including supplies, programming and ballot production costs and to pay the Kleberg County Clerk for the lease of equipment, services, administrative fees and other costs. Kleberg County Clerk and staff will only serve as administrators for the Central Counting Station and the supervision of the Direct Recording Electronic Voting Machines and Poll Pads; however, the City of Kingsville remains responsible for the lawful conduct of their election.

II. LEGAL DOCUMENTS

City of Kingsville will provide copies of pertinent orders and/or resolutions to Kleberg County Clerk. City of Kingsville will be responsible for preparation and adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing body.

The City of Kingsville will be responsible for making any submission(s) to the U.S. Department of Justice required by the Federal Voting Rights Act of 1965, as amended, with regards to the Joint General Election.

III. DIRECT RECORDING ELECTRONIC VOTING MACHINES

Paper ballots are used as the primary way of voting in Kleberg County. Votes from hand-marked paper ballots are entered into precinct electronic voting devices. City of Kingsville agrees that voting will be by use of paper ballots and a direct recording electronic voting system will be used for tabulation. The system was previously approved by the Secretary of State in accordance with the Texas Election Code.

Kleberg County Clerk will be responsible for the preparation of the programming and City of Kingsville will be responsible for testing of the direct recording electronic system for tabulating the ballots with the assistance of the Kleberg County Clerk.

City of Kingsville will be responsible for the delivery of the voting equipment to each polling place before the Election Day and the pickup of the voting equipment on the next business day after the Election Day.

- a. Kleberg County will offer to lease the KnowInk Poll Pads to other county jurisdictions. The Poll Pads are used to qualify voters by electronic means and will replace the manual method of using the yellow combination sheets and registered voter rosters. The City of Kingsville agrees to lease and use the Poll Pads at each polling location under the supervision of the Kleberg County Clerk and/or the Kleberg County Voter Registrar.

IV. VOTING LOCATIONS

City of Kingsville will solely select and arrange for the use of and payment for all voting locations.

V. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

City of Kingsville will solely be responsible for the appointment of the presiding judge and alternate for each polling location. City of Kingsville shall arrange for the training and compensation of all presiding judges and clerks. City of Kingsville will compensate the Kleberg County Clerk staff individually for time worked on the Joint General Election after normal business hours.

The election judges are responsible for picking up election supplies at the time and place determined by the City of Kingsville.

VI. RETURNS OF ELECTIONS

Kleberg County Clerk will be responsible for establishing and operating the Central Counting Station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager:	<u>Stephanie Garza or Pattie Garcia</u> Kleberg County Clerk/Staff Deputy
Tabulating Supervisor:	<u>Sonja Reyna or Leo Alarcon</u> Kleberg County Clerk/Staff Deputy
Presiding Judge:	<u>Mary Valenzuela or Cindy Hiebert</u> City of Kingsville Secretary or designee

The manager or his/hers representative will deliver timely cumulative reports of the election results as polling locations are tabulated. The manager will be responsible for releasing cumulative totals and polling locations returns from the election to the Presiding Judge appointed by the City of Kingsville.

Kleberg County Clerk will prepare the unofficial canvass report after all polling locations have been counted, and will provide a copy of the unofficial canvass to the City of Kingsville as soon as possible after all returns have been tabulated, but not later than 10:00 a.m. the 3rd day following the election. City of Kingsville will be responsible for the official canvass of their respective election.

VII. ELECTION EXPENSES

Costs incurred for paper ballots and programming will be paid to ES&S by the City of Kingsville. The Kleberg County Commissioners Court set the leasing of the DRE (Direct Recording Electronic) voting equipment cost at \$250 per machine for leasing to any and other county jurisdictions. City of Kingsville shall pay to Kleberg County Clerk the rental fee set forth for voting equipment. And in the event that staff is needed to complete the job during early voting, election-day, and any required recount of votes for this election, together with an additional administrative fee not to exceed ten percent (10%) of the total amount of the contract, as allowed by Texas Election Code, Section 31.100(d).

- a. KnowInk Poll Pad Lease Cost: The cost to lease each Poll Pad, as set by the Kleberg County Commissioner's Court is \$100 per machine for each election. Any non-maintenance repairs are to be paid by the other county jurisdictions that damaged the Poll Pad.

A final bill will be provided to the City of Kingsville as soon as all invoices are collected

from ES&S and copies given to the Kleberg County Clerk or within thirty (30) days following election-day.

VIII. PAYMENT OF FUNDS

City of Kingsville agrees to pay the Kleberg County Clerk within thirty (30) days of receipt of the final bill from the Kleberg County Clerk.

Final payment should be delivered within the mandatory time frames to:

Leo H. Alarcon
County Clerk
Kleberg County
PO Box 1327
Kingsville, Texas 78364

IX. CONTRACT WITHDRAWAL

If City of Kingsville certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, they may withdraw from this contract. Any share of their expenditures incurred prior to withdrawal shall be billed to City of Kingsville.

X. NOTICE

Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is received by the receiving party via certified mail - return receipt requested, facsimile, or hand-delivery with signature confirmation of receipt by an authorized employee of the receiving party. The parties to this contract are as follows:

If to the COUNTY:

Leo H. Alarcon
County Clerk
Kleberg County
PO Box 1327
Kingsville, Texas 78364
361.595.8548

If to the CITY OF KINGSVILLE:

Mary Valenzuela
City Secretary
City of Kingsville
200 E. Kleberg Ave.

Kingsville, TX 78363
361.595.8002

RECOMMENDED FOR APPROVAL BY:
LEO H. ALARCON
KLEBERG COUNTY CLERK

ACCEPTED AND AGREED TO BY CITY OF KINGSVILLE:
APPROVED:

SIGNATURE, TITLE

ATTEST:

SIGNATURE, TITLE

ACCEPTED AND AGREED TO BY THE KLEBERG COUNTY CLERK:
APPROVED:

SIGNATURE, TITLE

ATTEST:

SIGNATURE, TITLE

AGENDA ITEM #6

RESOLUTION # 2014-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FOURTH REVISED WATER UTILITY SUPPLY CONTRACT (GOV. CONTRACT #N69450-12-C-0011) BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE FEDERAL GOVERNMENT FOR NAVAL AIR STATION-KINGSVILLE FOR TCEQ REQUESTED LANGUAGE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Kingsville recognizes that the continued operation of Naval Air Station Kingsville (NAS Kingsville) is important to the economy of the City of Kingsville, Kleberg County, and the region and that its future operational capacity should be protected because it fulfills an essential community purpose; and

WHEREAS, the NAS Kingsville desires to continue purchasing water from the City of Kingsville and the parties recently approved a new ten (10) year water utility supply contract in 2012; and

WHEREAS, in January 2013, the parties approved an amendment to the agreement to install an emergency water line connection from the City's main water line to the new base wide water distribution system on Naval Air Station Kingsville and amended that agreement in August 2013 to include a 16" bypass to allow for emergency services during meter testing or repairs; and

WHEREAS, the parties now desire to amend the agreement to add language to section C.8. to satisfy TCEQ's request to the Navy for such contractual language; and

WHEREAS, the parties believe the contract amendment to be in the best interest of both parties;

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Fourth Revised Water Utility Supply Contract with the federal government to supply water to Naval Air Station-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
27th day of January, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE 13-Jan-2014	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY NAVFAC SOUTHEAST ACQ CORE UTILITIES BLDG 903, PO BOX 30 JACKSONVILLE FL 32212-0030		CODE N69450	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) KINGSVILLE, CITY OF 1700 E KING ST KINGSVILLE TX 78363-5928			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N69450-12-C-0011		
			X 10B. DATED (SEE ITEM 13) 01-Jun-2012		
CODE 5VBD8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) - Bilateral Modifications					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: jacada5514813 Prepared by: Garske, Robert B. Update quantity language - Section C.8. added Reason code: CREQ Acceptance of this modification by the contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: EMAIL:		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY		(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

SCOPE OF WORK

C.1. SCOPE FOR WATER SERVICE

The contractor shall furnish, and the Government shall purchase and receive, water service as requested by the Government for the Naval Air Station (NAS) Kingsville. Service shall be provided as stated in the provisions contained herein, and pursuant to the contractor's effective rates, tariffs, rules, regulations and practices subject to the appropriate regulatory body.

Contractor shall supply clear, potable water safe for human consumption in accordance with standards adopted by the Safe Water Drinking Act (SDWA) for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time. Contractor shall operate and provide its water service in conformity with all applicable laws, rules, codes, industry standards, permits and regulations promulgated by any and all governmental authorities having jurisdiction.

C.2. RATES AND CHARGES

All meters (if any) shall be installed by the contractor in a manner that allows verification by Government personnel. The Government reserves the right to have the contractor install meters at any location served by the system. The cost of such installations will be negotiated by the Government and contractor.

For all services furnished under this contract to the service location, the Government shall pay the contractor at the rates and charges specified in Rates, Fees and Charges attached hereto and made a part of this contract, and all revisions thereof.

For purposes of charges, any demands due to faulty operation of, or to excessive or fluctuating pressure on the contractor's system, shall not be included as part of the Government's requirement.

The contractor shall give the Contracting Officer written notice of the filing of an application for rate changes concurrently with the filing of an application. The notice shall fully describe the proposed rate change.

In the event that the regulatory body promulgates any regulation not concerning rates which materially affects this contract, the contractor shall immediately notify the Contracting Officer.

C.2.1. Rates

Per Ordinance Number 2012-29, rate is set at \$1.75/1,000 gallons.

C.3. CHANGES IN CHARACTER OF SERVICE

The Government shall give reasonable notice (at least 30 days) of any material changes anticipated in demand or service requirements. The contractor shall give reasonable notice (at least 30 days) of any material changes anticipated in service capability or capacity.

C.4. DEFINITIONS

As used throughout this contract, the following terms are defined as follows. Additional definitions can be found in the "DEFINITIONS" clause (FAR 52.202-1) of Section I.

Contracting Officer (KO). An employee of the Government with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives acting within the limits of their authority as delegated by the Contracting Officer.

Contractor. Refers to both the prime contractor and subcontractors and includes any of its subsidiaries and parent companies. The prime contractor shall ensure that their subcontractors comply with the provisions of this contract.

Safe Water Drinking Act (SDWA). The main federal law that ensures the quality of Americans' drinking water. Under SDWA, Environmental Protection Agency sets standards for drinking water quality and oversees the states, localities, and water suppliers who implement those standards. For more information visit; <http://water.epa.gov/lawsregs/rulesregs/sdwa/>

C.5. COORDINATION OF WORK

The Government hereby grants to the contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the service location for any proper purpose under this contract, including use of the site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the facilities of the contractor required to be located upon Government premises. Authorized representatives of the contractor will be allowed access to the facilities of the contractor at suitable times to perform the obligations of the contractor with respect to these facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered to be necessary for the National security. In such a case, the contractor may not be held liable for interruptions of service due to facts beyond his control in order to operate and maintain service.

Routine work, such as the scheduled replacement or retirement/removal of inventory and equipment shall be coordinated with the designated Government representative.

The contractor shall provide 24-hour service for trouble calls made to a published telephone line. The Government employee responsible for the building or facility experiencing service outages or trouble will call the contractor's published telephone number to report any outages. Restoration of service shall be coordinated with the individual responsible for the building or facility.

The contractor shall cooperate with the Government and contractors of the Government to facilitate outages and underground utilities location markings to allow construction/repairs on the installation(s).

The contractor shall notify a designated Government representative at least 10 days prior to any scheduled excavation. The contractor shall mark the proposed excavation location with standard industry markings, no more than 24 hours prior to providing notification. The contractor shall not begin any excavations without prior site approval. Such approval/disapproval shall be timely and not cause unreasonable delays in contractor's related work or be unreasonably withheld. The contractor shall be liable for all damages incurred by the Government related to excavations by the contractor without prior approval; however, the contractor shall not be held liable for any excavations without prior approval where said excavations are necessary to address an emergency condition.

C.6. Emergency Service Requests

Trouble calls and service calls shall be classified as an emergency at the discretion of the Contracting Officer or authorized Government official as designated by the Contracting Officer. An emergency condition is one that is detrimental to the mission of the installations, significantly impacts operational effectiveness, or compromises the

safety, health, and life of personnel. Once an emergency request is received, the contractor will respond as soon as possible and endeavor to take such action as is necessary to downgrade the level of the service request to routine. The response point for all emergency calls will be the security entrance gate at each installation. Installation personnel will be responsible for facilitating rapid access of the contractor's personnel through the security entrance to the site of the emergency.

Emergency calls may include complaints and communications concerning back-ups, flood conditions, stoppages, spillages, leaks, breaks and emergencies. The emergency will be isolated as soon as possible. The emergency will be resolved and/or repaired as soon as possible. Work will be continuous until the emergency condition is eliminated or downgraded and service is restored. Additionally, repair crews appropriately trained to eliminate the condition must respond to the emergency site as soon as possible.

During non-working hours, once the emergency is isolated, the contractor, with the concurrence of the Contracting Officer or authorized Government official as designated by the Contracting Officer, will determine if the emergency needs to be resolved immediately or can wait until the next business day. If the emergency must be resolved immediately, repair crews appropriately trained to eliminate the condition must respond to the emergency site as soon as possible. If the repair can wait until the next business day, the appropriate repair crews will be on site at the start of the next business day or as soon thereafter as possible.

All emergencies will be remedied or downgraded to a non-emergency status as soon as possible.

C. 7. COMPLIANCE WITH ENVIRONMENTAL AND SAFETY LAWS/CODES

The contractor shall comply with all federal, state and local environmental and safety laws and shall be responsible for environmental assessments, studies and coordination applicable to federal, state, and local agencies required to execute their portion of this contract. This shall include, but not be limited to, all assessments, studies, permitting and coordination required to comply with federal, state and local laws regarding endangered species, historic/archaeological, and hazardous/toxic materials.

C.8. Quantity

The City shall make available for purchase by the Government (NAS Kingsville), at the delivery point or points herein specified, potable water at a daily rate of not less than 0.6 gallons per minute per connection in NAS Kingsville's water distribution system, in accordance with the number of 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(14).

(End of Summary of Changes)

AGENDA ITEM #7

RESOLUTION # 2014-

A RESOLUTION ABANDONING A 1905 WATER AND DRAINAGE EASEMENT WITHIN 21.175 ACRES OF K.T.& I. CO., BLOCK 9, LOT PT 3, 4, & 6 IN THE 1400 BLOCK OF WEST SANTA GERTRUDIS AVENUE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an old 1905 water and drainage easement located within 21.175 acres of K.T.& I. Co., Block 9, Lot PT 3, 4, & 6 in the 1400 Block of West Santa Gertrudis Avenue has been requested to be abandoned by the property owner, Domus Development; and

WHEREAS, the water and drainage easement was given in a 1905 deed, recorded on Volume D, Page 123 at the Deed of Records of the then Nueces County, now Kleberg County, Clerk's Office; and

WHEREAS, the City has no need for the old easement as there an existing water easement and drainage in the area, and as city ordinances require drainage plans for development of the property and none of the parties are opposed to the abandonment of the easement; and

WHEREAS, the property owner will pay the filing fees to have the documentation for abandonment of this easement filed with the Kleberg County Clerk's Office.

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

I.

THAT water and drainage easement located within the 1905 deed, recorded on Volume D, Page 123 at the Deed of Records of the then Nueces County, now Kleberg County, Clerk's Office as depicted in accordance with Exhibit A attached hereto and made a part hereof is hereby abandoned.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the Kingsville City Commission
on the 27th day of January, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

The State of Texas

County of Nueces. KNOW ALL MEN BY THESE PRESENTS: That the Kleberg Town and Improvement Company, a corporation duly incorporated and existing by virtue of and in conformity with the laws of the state of Texas, for and in consideration of the sum of (\$1007.50/100) One Thousand and Seven and 50/100 Dollars to it paid, and to be paid by Edward C. Eliot, of the County of and State of Mo... as follows: The sum of One Thousand and Seven Dollars and Fifty Cents, (\$1007.50/100) in cash the receipt of which is hereby confessed and acknowledged, has Granted, Sold and Conveyed and by these present does Grant, Sell and Convey unto the said Edward C. Eliot, all that certain lot tract, piece or parcel of land, lying and being situated in the said County of Nueces, and State of Texas, and more particularly bounded and described as follows: to wit;

Forty and three tenths Being a part to the extent of the metes bounds and quantity thereof, of that certain larger tract or grant of land called and known as "El Rincon de Santa Gertrudes", originally granted by the State of Tamaulipas to Juan Mendicla; the said Forty and three tenths (40.3) acres of land being the "arm Lot number Three (3) in Block number Nine (9) of and in the surveyed and plotted limits of the suburbs of the town of Kingsville, according to the survey and maps thereof now here specially referred to and made part hereof for greater certainty of description of the land hereby conveyed.

To have and to hold, the same unto the said Edward E. Elliott, and to his heirs and assigns, forever, subject however to the following covenants and conditions, which shall run with the land to be binding upon all persons claiming by, through or under the said grantee.

FIRST. It is covenanted and agreed by the grantee herein for himself, his heirs and assigns, that this conveyance is accepted by him upon the condition that neither he nor any person under him shall drill dig or bore upon said land or any part thereof below the surface of the soil to a depth in excess of one hundred (100) feet for any purposes whatsoever, except with the written consent or permission of the party of the first part, which written consent or permission will be given to the grantee herein to drill, dig or bore an artesian well or artesian wells in and upon the said land, to provide water for domestic purposes, and for the irrigation of said land under rules and regulations established or from time to time to be established by the Board of Directors, of the grantor company, said rules and regulations to be at all times of equal and undiscriminating operation upon all grantees of like quantities of lands from the said grantor for agricultural purposes, and of a similar character; the said grantee agreeing to conform to such rules and regulations as a part of the consideration hereof, and for the joint and common benefit of the grantor and all grantees of like character.

SECOND. It is covenanted and agreed by the grantee herein for himself, his heirs and assigns, that the grantor shall have the right and privilege at any time hereafter to establish, construct and maintain at its own expense, pipe lines and ditches, to conduct water over and across any part of the lands herein conveyed, either to provide water for the uses of other persons, or for drainage purposes, provided that the right of way so exercised shall not take land more than five feet in width, and provided that after any portion of the land shall have been improved by the said grantee his heirs and assigns, by the construction of buildings, cisterns, fences or otherwise, there shall, upon the establishment or original construction of said pipe line or lines, ditches or ditches, over and across said land, be paid to the grantee his heirs or assigns, the actual damage

or money loss if any, done or caused thereby to such improvements.

Pg. 124

THIRD. It is covenanted and agreed by the grantee himself, for himself, his heirs and assigns, that the breach or violation of either of the covenants aforesaid, shall, at the option of the grantor, cause a forfeiture of the estate and property hereby granted, and reversion thereof to the grantor herein, its successors or assigns.

FOURTH. It is covenanted and agreed, and this conveyance is accepted by the grantee upon the express conditions that neither he nor any person holding under him shall at any time establish or maintain any business for the sale at retail of spirituous or malt liquors or knowingly permit the establishment or maintenance of any such business for the sale at retail of spirituous or malt liquors; said condition being imposed upon the grantee herein for the benefit of and as a reversion pertaining and belonging to Mrs. H.M. King, of Nueces County, Texas, her heirs and assigns, as provided under the term, of a certain deed of conveyance made and executed by the said Mrs. H.M. King, to The Kleberg Town and Improvement Company, on the 20th day of August, 1904, and recorded in the office of the County Clerk, of Nueces County, in Volume 12, page 546 - 550, reference to which is hereby made. But the said condition shall be availed of by the said Mrs. H.M. King her heirs, assigns or legal representatives only in the following manner; In the event of the breach of the said covenant by the said grantee or any assign, lessee, or sub-lessee of him or other person claiming rights under or through this deed of conveyance, notice in writing shall be served upon said offender requiring a cessation of such breach of condition, and if said offender shall not within thirty days thereafter wholly cease from such breach of the covenants and conditions aforesaid, said Mrs. H.M. King, original grantor, her heirs, assigns or legal representatives may enter upon said land or the part, section, lot or subdivision thereof owned or claimed in right by said offender, and all right, title and interest of said person of possession or otherwise, shall immediately and forthwith cease and terminate in favor of the said original grantor, her heirs, assigns or legal representatives.

And the said grantee binds itself, and its successors, to warrant and forever defend all and singular the said premises unto the said Edward C. Eliot, his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as hereinbefore provided.

In witness whereof, the said The Kleberg Town and Improvement Company, has caused these presents to be signed in its corporate name by its President, and its corporate seal to be hereto affixed and attested by its Secretary, on this Twenty Fifth (25th) day of April, A.D. 1905.

The Kleberg Town and Improvement Company.

(LS)

By Robt. J. Kleberg, President.

Attest;

Caesar Kleberg, Secretary.

The State of Texas

County of Nueces Before me, Sam Ragland, a Notary Public, duly commissioned in and for the said State and County, personally came The Kleberg Town and Improvement Company, by its President Robert J. Kleberg, known to me to be the person whose name is subscribed to the foregoing instrument, as president of The Kleberg Town and Improvement Company, and who acknowledged the same to be the act of the said corporation, and that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 15th day of May A.D. 1905.

Sam Ragland,

(LS)

Notary Public, Nueces County Texas.

The State of Texas)

County of Nueces)

I, H.E. Luter, Clerk of the County Court, in and for said County, do hereby certify that the foregoing deed dated the 25th day of April, 1905, with its certificate of authentication was filed for record in my office, the 21st day of Sept. 1905, at 8 o'clock A. M. and duly recorded the 23rd day of Sept. 1905, at 4-35 o'clock P.M. in Deed Record of said County, in Vol. "15" on pages 519 to 522.

Witness my hand and the seal of the County Court of said County, at office in Corpus Christi, Texas, the day and year last above written.

H.E. Luter,

(LS)

County Clerk, Nueces County.

H

The State of Texas)

County of Nueces)

KNOW ALL MEN BY THESE PRESENTS: That The Kleberg Town and

Improvement Company, a corporation duly incorporated and existing by virtue of and in conformity with the laws of the state of Texas, for and in consideration of the sum of (\$2400.00/100) Twenty Four Hundred and 00/100 Dollars, to it paid, and to be paid by Chris S. Christensen of the County of Monona and State of Iowa as follows: The sum of Eight Hundred Dollars (\$800.00/100) in cash, the receipt of which is hereby confessed and acknowledged, and the further sums of Five Hundred and Thirty-three Dollars and Thirty-five cents (\$533.35/100) and Five Hundred and Thirty-three Dollars and Thirty-five (\$533.35/100) and Five Hundred and Thirty Three Dollars and Thirty Cents (\$533.30/100) Represented by the three (3) promissory notes of the grantee, of even date herewith, and payable to the order of the grantor one or before One (1) Two (2) and Three (3) years respectively from the date of these presents, together with interest from the date hereof, on each of said Three (3) deferred payments, at the rate of six (6) per centum per annum, payable annually, and also ten (10) per centum as attorney's fees on all the principal and all interest to accrue thereon, should the three (3) promissory vendor's lien notes evidencing said deferred payments, or either of them be placed in the hands of an attorney for collection after maturity or be collected by or through the Probate Courts.

The Kleberg Town and Improvement Company, has Granted Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said Chris, S. Christensen,

all that certain lot, tract piece or parcel of land lying and being situated in the said County of Nueces and State of Texas, and more particularly bounded and described as follows, to wit; One Hundred and Twenty (120) acres of land. Being a part to the extent of the mates, bounds and quantity thereof, of that certain larger tract or grant of land called and known as "El Rincon de Santa Gertrudes", originally granted by the State of Tamaulipas to Juan Mendiola: the said One Hundred and Twenty (120) acres of land being the Farm Lots Numbered One (1) Two (2) and Eight (8) in block numbered Thirty One (31) of and in the surveyed and platted limits of the suburbs of the town of Escondido according to the survey and maps thereof now here specially referred to and made part hereof for greater certainty of description of the land hereby conveyed.

To have and to hold the same unto the said Chris S. Christensen, and to his heirs and assigns forever, subject however, to the following covenants and conditions, which



Planning & Development Services Department

TO: Mayor & City Commission

THROUGH: Vincent Capell, City Manager

FROM: Robert G. Isassi, P.E., Director of Planning & Development Services

SUBJECT: **Request to release blanket easement**

DATE: January 17, 2014

This is a request from Domus Development who is developing student housing along the 1400 block of W. Santa Gertrudis. While performing a title search, the development group noted a blanket City water easement, referenced in a 1905 deed. After this discovery, they are requesting the release of this blanket easement to ensure that the development of this property continued unencumbered.

The owner is requesting the full release of this easement based on existing City ordinances that already easements on property for water transmission.

The City Engineer and I are recommending that this easement be released so that additional development at this location without the easement referenced in the 1905 deed deterring its potential for continued growth.

AGENDA ITEM #8

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 BUDGET FOR THE KINGSVILLE SPECIALIZED CRIMES & NARCOTICS TASK FORCE TO PAY FOR EXPENSES RELATED TO DISPOSAL OF HAZARDOUS WASTE MATERIALS.

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 2013-2014 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
Fund 008	Task Force- Criminal Justice Division Fund				
<u>Capital</u>					
2		Fund Balance	610.00		<u>\$11,960</u>
					<u>\$11,960</u>
<u>Expenses</u>					
5-233.0		Professional Services	314.00	<u>\$11,960</u>	
				<u>\$11,960</u>	

[The Task Force is in need of additional funding to properly dispose of hazardous waste materials. This is a FY13-14 appropriation needed due to bid delays. The expense request was originally budgeted in the prior fiscal year.]

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 27th day of January 2014.

PASSED AND APPROVED on this the ____ day of _____, 2014.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



**KINGSVILLE SPECIALIZED CRIMES
AND NARCOTICS TASK FORCE**

P. O. BOX 213

KINGSVILLE, TEXAS 78364

(City of Kingsville Building)

(361) 595-5778

Fax (361) 595-5781



January 14, 2014

Ms. Deborah Balli, Finance Director
City of Kingsville, Texas

Ms. Balli,

The Kingsville Specialized Crimes & Narcotics Task Force is formally requesting a budget amendment to be placed as an agenda item on the next City of Kingsville's Commissioners Court set for Monday January 27, 2014.

The budget amendment concerns monies transferred on 09-27-2013 from Budget Year 2012-2013 but was never spent. We request this amount be transferred from Budget Year 2012-2013 to the current budget year (2013-2014) for the following reasons; Miller Environmental Services, Inc., provided an estimate of \$11,960.00 for the paint removal. A revised estimate that doubled the initial amount was then submitted after the initial transfer of funds and was subsequently rejected.

A second company, Hazardous Waste Haulers, was contacted as a result of the paint disposal cost exceeding the first estimate. This company estimated the removal of waste paint and paint related materials at \$10,350.00. Due to unforeseen circumstances the paint disposal did not take place until 12-23-2013.

The budget amendment being requested is from the previous budget year and will not affect our operating budget for the current year. Thanks in advance, and if any additional information is needed from our office, please contact us at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "Guillermo Vera".

Guillermo "Willie" Vera
Commander Kingsville Task Force

Cc: Vincent Capell, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney

12/27/2013 3:10 PM
 PACKET: 25706 Accounts Payable 12.27.13
 VENDOR SET: 01
 FUND : 008 Task Force-Crim Just Div
 DEPARTMENT: 233 Task Force - State
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

BANK: 236

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4572	Hazardout Waste Haulers	I-100309	008-5-233.0-314.00	Professional Paint Disposal	369343	10,350.00
DEPARTMENT 233 Task Force - State					TOTAL:	10,350.00
FUND 008 Task Force-Crim Just Div					TOTAL:	10,350.00

TRANSFER OF FUNDS REQUEST

FUND: 108-137

DEPARTMENT(S): Police

[illegible]

TOTAL TRANSFER FROM ACCOUNTS \$ 11,960.00* TOTAL TRANSFER TO ACCOUNTS \$ 11,960.00*

***TOTALS MUST MATCH**

REASONS FOR TRANSFER(S): Monies needed to cover expense for
removal of waste paint & paint related materials
at City Room, 1300 E. Canal, Kaysville, TX.

DEPARTMENT HEAD

DATE _____

FINANCE DIRECTOR

DATE _____

CITY MANAGER

DATE _____

POSTED BY:

ACCOUNT CLERK

DATE _____

PURCHASE ORDER
City of Kingsville
PO Box 1458
Kingsville, TX 78364
(361) 595-8025

132578

9/30/2013

Task Force
350 W. CR 2140
Kingsville, TX 78363
Guillermo Vera

Hazardout Waste Haulers
01-4572
11504 W 183 rd St
Orlando Park, IL 60467

132578

0.00	Paint Disposal	008-5-233.0-314.00	0.00	10,350.00
	1-Port to Port and certificate of paint disposal			

Received by: Guillermo Vera, KTF
Received Date: 12/23/13

10,350.00

Handwritten signature and date 11/5



PURCHASE REQUISITION
CITY OF KINGSVILLE
PO Box 1458 Kingsville, TX 78364
P 361.595.8036 F 361.595.8035

Purchase Order Number

132578

Purchase Order Date

9/30/2013

Department Code

008-5-233.0-314.00

Vendor:

HAZARDOUS WASTE HAULERS

Address:

11504 W. 183RD ST

City/St/Zip:

ORLAND PARK, IL 60467

Phone:

708-259-7501

Fax:

Vendor Number

01- 4572 NEW

Memo:

Item No.

Qty. Req.

Description

Unit Price

Extension

NONE

1.00

PORT TO PORT AND CERTIFICATE OF

#####

\$10,350.00

PAINT DISPOSAL

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL

\$10,350.00

Date:

Requisitioned by:

Guillermo Vera

9/30/2013

Approved by:

Received by:



October 29, 2013

Kathy Rios
Administrative Assistant II
Kingsville Specialized Crimes & Narcotics Task Force

Kathy:

Thank you for considering Hazardous Waste Haulers, Inc. for your chemical waste disposal needs. We are pleased to provide you with the following pricing. Hazardous Waste Haulers, Inc. has the appropriate permits and licenses for the acceptance and disposal of the waste streams identified within this quotation.

In addition to providing chemical management services and disposal to our partnering operated facilities, Hazardous Waste Haulers offers a broad range of environmental services including:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24 Emergency Environmental Emergency Response
- Industrial Services
- Chemical Management Programs
- Oil Reclamation Programs

I look forward to continuing to service your environmental needs. To place an order, please contact our Customer Service group at 708.995.7330. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Tom Jana
Technical Sales Specialist
Direct 708-259-7501
Office 708-995-7330
tomj@ushazmathauling.com



HAZARDOUS WASTE HAULERS

PAINT WASTE DISPOSAL PROJECT

EST# 435422 - A

DISPOSAL

Profile Code	Waste Description	TOTAL/UOM	COST/CASE
PWD	PAINT WASTE (VARIOUS TYPES)	14 SKIDS	FLAT RATE
TOTAL			

TRANSPORTATION/CERTIFICATE OF DISPOSAL *includes portal to portal travel time

Dispatch Location		COST
PORT-TO-PORT	JOB SPECIFIC (KINGSVILLE, TX)	FLAT RATE
COD	CERTIFICATE OF DISPOSAL	INCLUDED
TOTAL		

TOTALS

ESTIMATE TOTAL	
FLAT RATE TOTAL	\$ 10,350.00

KEY ASSUMPTIONS:

- MATERIAL WILL BE PALLETIZED AND READY FOR SHIPMENT UPON PICK-UP
- PALLETS WILL BE STRETCH WRAPPED TO INCLUDED 55 GAL DRUMS
- NO LEAKING MATERIALS WILL BE TRANSPORTED
- CUSTOMER TO SUPPLY MATERIAL HANDLING EQUIPMENT
- CUSTOMER IS RESPONSIBLE FOR LOADING THE MATERIALS INTO TRUCK
- CUSTOMER TO ISSUE PURCHASE ORDER PRIOR TO PICK-UP



HAZARDOUS WASTE HAULERS

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- Prices firm for 30 days.
- Terms: Credit Card/Net 15 Days upon credit approval
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 21.0%, will be applied to the total invoice.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck-to-truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums unless otherwise quoted: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.
- Final invoicing will be based upon the unit rates for those items used in performance of the services and materials shipped for disposal. In the event the unit price of an item required for proper performance of service is not listed in this quotation, the item will be invoiced at list pricing.
- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the State of Illinois.



HAZARDOUS WASTE HAULERS

ACKNOWLEDGEMENT

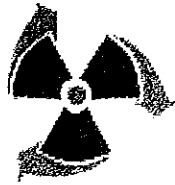
Your signature below indicates your acceptance of the pricing and terms detailed in the quote above. Thank you for the opportunity to be of service.

Signature Guillermo Vera, Cmdr, KTF

PO# 132578 Date 11-6-13

Print Name Guillermo VERA

Hazardous Waste Haulers Inc.
19725 Breckenridge Dr.
Mokena, IL 60448
708-995-7330



HAZARDOUS WASTE HAULERS

Invoice

www.hazardouswaste haulers.com

Bill To:

City of Kingsville
Task Force
P.O. Box 1458
Kingsville, TX 78364

Date	Invoice No.	P.O. Number	Terms
12/20/13	100309	132578	On Receipt

Item	Description	Quantity	Rate	Amount
Disposal Services	Disposal Services - Paint Waste (14 pallets)	1	10,350.00	10,350.00
	FLAT RATE			
	Picked-up from: Task Force 350 W. CR 2140, Kingsville, TX 78363 Guillermo Vera			
			0.00	0.00
Thank you for your business!			Total	\$10,350.00



HAZARDOUS WASTE
HAULERS

From: Bill Donnell
Date: 9/26/2013 11:09:25 AM
To: Charles Medina
Cc: Willie Vera contact; Charlie Cardenas
Subject: RE: Paint profile

Charles,

Attached is the signed profile form for the paint. Thanks

From: Charles Medina [mailto:cmedina@millerenviro.com]
Sent: Thursday, September 26, 2013 10:37 AM
To: Bill Donnell
Cc: Kathy
Subject: Paint profile

Bill,

Attached is the waste profile for the paint material. Would you please review, sign and return to my attention.

Thank you.

Charles Medina
Waste Mgmt. Coord.
Miller Environmental Services, Inc.
401 Navigation
Corpus Christi, TX 78408
O: 361-289-9800
F: 361-289-6363



**WASTE PROFILE FORM**

US Ecology Nevada (Beatty)
US Ecology Idaho (Grand View)
US Ecology Texas (Robstown)
US Ecology Michigan (Detroit)

usencs@usecology.com
uselcs@usecology.com
usetcs@usecology.com
usemcs@usecology.com

PROFILE # _____

A. GENERATOR INFORMATION			
1. Generator: City of Kingsville		<input type="checkbox"/> Billing information is same <input checked="" type="checkbox"/> P.O. required for payment	
2. Facility Address: 1300 East Corral, Kingsville, TX 78384		12. Billing Company: Miller Environmental Services, Inc.	
3. Mailing Address: 1300 East Corral		13. Billing Address: P.O. Box 5233	
4. City/State/Zip: Kingsville, TX 78384		14. City/State/Zip: Corpus Christi, TX 78408	
5. Technical Contact: William Donnell		15. Billing Contact: Charles Medina	
6. Phone: 361-595-8041	7. Fax: 361-595-8042	16. Phone: 361-563-7188	17. Fax: 361-563-6383
18. Email: cmedina@millerenviro.com			
8. Generator Status: <input checked="" type="checkbox"/> CESQG <input type="checkbox"/> SQG <input type="checkbox"/> LQG			
9. EPA ID #: TXCESQG		10. State ID #:	
11. SIC Codes:			
B. SHIPPING INFORMATION			
1. US DOT Shipping name: Paint related material (Universal)			
2. Hazard Class: 3	3. UN/NA #: 1263	4. Packaging Group: 1	5. RQ: 100
6. Container Type: <input type="checkbox"/> Bulk <input type="checkbox"/> Totes <input checked="" type="checkbox"/> Pallet <input type="checkbox"/> Boxes <input type="checkbox"/> Drums <input type="checkbox"/> Other, Describe:			
7. Frequency: <input checked="" type="checkbox"/> Year <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> 1 time <input type="checkbox"/> Other, Describe:			
8. Shipment: Size: Pallet Quantity: As needed		9. Waste Import: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, complete Waste Import Supplement)	
C. GENERAL MATERIAL & REGULATORY INFORMATION			
1. Common name for this waste: Paint and paint related material			
2. Process generating the material: Discarding used and unused material.			
3. Describe physical appearance and odor of the waste: Various metal containers.			
4. Odor of the waste: <input checked="" type="checkbox"/> None <input type="checkbox"/> Slight <input type="checkbox"/> Strong		5. Physical State: <input checked="" type="checkbox"/> Liquid <input type="checkbox"/> Sludge/Slurry <input type="checkbox"/> Solid	
6. Describe Color: Various		7. Liquid phases: <input checked="" type="checkbox"/> Single <input type="checkbox"/> Double Layer <input type="checkbox"/> Multi-layer	
8. Knowledge is from: <input type="checkbox"/> Lab analysis <input type="checkbox"/> MSDS <input checked="" type="checkbox"/> Process/generator knowledge			
9. Waste Type (US Ecology Texas customers only): <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Non-Industrial			
10. Is the waste restricted under EPA Land Disposal Restrictions (§268)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
11. If LDR "Yes", is waste: <input type="checkbox"/> Wastewater <input checked="" type="checkbox"/> Non-wastewater <input type="checkbox"/> Debris (§268.2)		12. Aft. Standards for soil? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13. Is the waste RCRA hazardous waste containing benzene and originating at a Petroleum Refinery (SIC 2911), Chemical Manufacturing Plant (SIC 2800 thru 2899) or Coke by-Product Recovery Plant (SIC 3312)? (If yes, complete Benzene Waste Operations Supplement form):		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
14. VO Conc. (§264.1083): <input type="checkbox"/> <500 ppmw <input checked="" type="checkbox"/> ≥500ppmw		15. Has waste been treated after point of generation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
16. CERCLA Regulated (Superfund) Waste: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		17. Butadiene waste regulated by §63 Subpart XX: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
18. Waste contains UHC constituent(s) (§268.48), above a treatment standard, other than those for which the waste exhibits a characteristic. (If yes, list all UHC's in Section D):		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
19. Waste exempt from definition of "solid waste" or "hazardous waste" (If yes, list reference 40CFR _____):		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
20. State Waste Codes:		UNIV209H	
21. RCRA Waste Codes:		D001	
22. Source Code: G19		23. Form Code: W209	
24. Management Code: H (USE only)			

[illegible]

From: Bill Donnell
Date: 10/10/2013 10:47:47 AM
To: Willie Vera contact
Subject: Fwd: Revised paint disposal cost

Wow!

William Donnell, Sent from my iPhone

Begin forwarded message:

From: Charles Medina <cmolina@millerenviro.com>
Date: October 10, 2013, 10:04:09 AM CDT
To: Bill Donnell <wdonnell@cityofkingsville.com>
Subject: Revised paint disposal cost

William,

The cost for disposal in original estimate was based on an assumption of 5,000 lbs. of material. It appears there is closer to 15, 000 lbs. of material. In that case, the disposal cost would run about \$28,500.

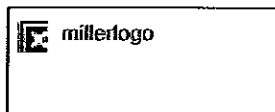
However, USET disposal costs are based on a unit rate (per pallet and per drum). Based on the pallet and drum count you provided, the revised estimated cost for disposal is approximately \$18,500. This cost can be lowered if we repack and minimize the number of pallets.

I will contact you later this afternoon.

Thank you.

Charles Medina

Waste Mgmt. Coord.
Miller Environmental Services, Inc.
401 Navigation
Corpus Christi, TX 78408
O: 361-289-9800
F: 361-289-6363



Attachments Preview:

image003.jpg

[Upload all photos to Facebook](#)

[Email this photo](#) | [Upload photo to Facebook](#)





PURCHASE REQUISITION CITY OF KINGSVILLE

PO Box 1458 Kingsville, TX 78364
P 361.595.8036 F 361.595.8035

Purchase Order Number

132493

Purchase Order Date

9/25/2013

Department Code

008-5-233-0.314.00

Vendor:

MILLER ME ENVIRONMENTAL SERVICES

Address:

P.O.BOX 5233

City/St/Zip:

CORPUS CHRISTI, TX 78465

Phone:

361-289-9800

Fax:

361-289-6363

Vendor Number

01-

NEW VENDOR

Memo:

Item No.	Qty. Req.	Description	Unit Price	Extension
6/HRS	6.00	BOX VAN	\$95.00	\$570.00
1 DAY	1.00	TRUCK/TRAILER	\$250.00	\$250.00
1 DAY	1.00	Forklift (if needed)	\$500.00	\$500.00
	1.00	FUEL CHARGE AT 15%	\$183.00	\$183.00
6/HRS	6.00	TECH (2)	\$70.00	\$420.00
4/EACH	4.00	PLASTIC WRAP	\$48.00	\$192.00
3/EACH	3.00	PPE	\$35.00	\$105.00
3/HRS	3.00	PM	\$80.00	\$240.00
BY POUND	5000.00	DISPOSAL	\$1.90	\$9,500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
		TOTAL		\$11,960.00

Date:

Requisitioned by:

GUILLERMO VERA

9/25/2013

Approved by:

Received by:



WASTE PROFILE FORM

US Ecology Nevada (Beatty)
US Ecology Idaho (Grand View)
US Ecology Texas (Robstown)
US Ecology Michigan (Detroit)

usencs@usecology.com
useids@usecology.com
usetcs@usecology.com
usemcs@usecology.com

PROFILE # _____

A. GENERATOR INFORMATION

1. Generator: City of Kingsville	<input type="checkbox"/> Billing information is same	<input checked="" type="checkbox"/> P.O. required for payment
2. Facility Address: 1300 East Corral, Kingsville, TX 78364	12. Billing Company: Miller Environmental Services, Inc.	
3. Mailing Address: 1300 East Corral	13. Billing Address: P.O. Box 5233	
4. City/State/Zip: Kingsville, TX 78364	14. City/State/Zip: Corpus Christi, TX 78408	
5. Technical Contact: William Donnell	15. Billing Contact: Charles Medina	
6. Phone: 361-595-8041	7. Fax: 361-595-8042	16. Phone: 361-563-7188
		17. Fax: 361-563-8363
18. Email: cmedina@millerenviro.com		

8. Generator Status: ☒ CESQG ☐ SQG ☐ LQG

9. EPA ID #: TXCESQG

10. State ID #:

11. SIC Codes:

B. SHIPPING INFORMATION

1. US DOT Shipping name: Paint related material (Universal)

2. Hazard Class: 3

3. UN/NA #: 1283

4. Packaging Group: 1

5. RQ: 100

6. Container Type: ☐ Bulk ☐ Totes ☒ Pallet ☐ Boxes ☐ Drums ☐ Other, Describe:

7. Frequency: ☒ Year ☐ Quarterly ☐ Monthly ☐ 1 time ☐ Other, Describe:

8. Shipment: Size: Pallet Quantity: As needed

9. Waste Import: ☐ Yes ☒ No
(If yes, complete Waste Import Supplement)

C. GENERAL MATERIAL & REGULATORY INFORMATION

1. Common name for this waste: Paint and paint related material

2. Process generating the material:
Discarding used and unused material.

3. Describe physical appearance and odor of the waste:
Various metal containers.

4. Odor of the waste: ☒ None ☐ Slight ☐ Strong

5. Physical State: ☒ Liquid ☐ Sludge/Sturry ☐ Solid

6. Describe Color: Various

7. Liquid phases: ☒ Single ☐ Double Layer ☐ Multi-layer

8. Knowledge is from: ☐ Lab analysis ☐ MSDS ☒ Process/generator knowledge

9. Waste Type (US Ecology Texas customers only): ☐ Industrial ☒ Non-Industrial

10. Is the waste restricted under EPA Land Disposal Restrictions (§268)? ☒ Yes ☐ No

11. If LDR "Yes", is waste: ☐ Wastewater ☒ Non-wastewater ☐ Debris (§268.2)

12. Alt. Standards for soil? ☐ Yes ☒ No

13. Is the waste RCRA hazardous waste containing benzene and originating at a Petroleum Refinery (SIC 2911), Chemical Manufacturing Plant (SIC 2800 thru 2899) or Coke by-Product Recovery Plant (SIC 3312)? (If yes, complete Benzene Waste Operations Supplement form): ☐ Yes ☒ No

14. VO Conc. (§264.1083): ☐ <500 ppmw ☒ ≥500ppmw

15. Has waste been treated after point of generation? ☐ Yes ☒ No

16. CERCLA Regulated (Superfund) Waste: ☐ Yes ☒ No

17. Butadiene waste regulated by §63 Subpart XX: ☐ Yes ☒ No

18. Waste contains UHC constituent(s) (§268.48), above a treatment standard, other than those for which the waste exhibits a characteristic. (If yes, list all UHC's in Section D): ☐ Yes ☒ No

19. Waste exempt from definition of "solid waste" or "hazardous waste" (If yes, list reference 40CFR _____): ☐ Yes ☒ No

20. State Waste Codes: UNIV209H

21. RCRA Waste Codes: D001

22. Source Code: G19

23. Form Code: W209

24. Management Code: H (USE only)

[illegible]



August 27, 2013

Mr. William Donnell
Asst. Director of Public Works
City of Kingsville
1300 East Corral
P.O. Box 1458
Kingsville, Texas 78364

Re: Removal of waste paint and paint related materials, 1300 E. Corral, Kingsville, TX

Dear Mr. Donnell,

Miller Environmental Services (MES) is pleased to provide the City of Kingsville (City) with the following project estimate. This estimate provides the City an approximate cost for the handling and disposal of the paint and paint related material at the referenced location.

Scope of Work

1. Upon a notification to proceed, MES will prepare a waste profile to US Ecology in Robstown, TX (USET). The profile will then be submitted to the City for final approval and signature.
2. Once the waste stream is approved, MES will coordinate a recovery date with the City. MES will mobilize to the location with a three man crew. The crew will shrink wrap, properly label and load each pallet into the box van and transport to USET.

Item	Rate	Unit(s)	Est. Cost
Box Van ¹	\$95/hr.	6	\$570
Truck/trailer	\$250/day	1	\$250
Forklift (if needed)	\$500/day	1	\$500
Fuel Surcharge	15%	---	\$183
Tech (2)	\$70/hr.	6	\$420
Plastic Wrap	\$48/ea.	4	\$192
PPE	\$35/ea.	3	\$105
PM	\$80/hr.	3	\$240
Disposal ²	\$1.90/lb.	5,000	\$9,500
Estimated Total			\$11,960

1. Includes operator

2. Estimated weight

All project costs will be billed according to the listed unit rates. Prior to commencement of any services, this estimate must be signed below ("Agreed to and Accepted by:"). This quote is valid for a period of thirty (30) days from date of issuance.

If you have any questions regarding this estimate, please feel free to contact me at your convenience.

Sincerely,

Charles Medina
Miller Environmental Services
Waste Management Coordinator
O: 361-289-9800
F: 361-289-6363
C: 361-438-7620

Estimate for Waste Transportation and Disposal
1300 E. Corral
Kingsville, TX

Agreed to and Accepted by:

Signature:

Guillermo Vera

Name:

Guillermo Vera

Title:

Commander - Kingsville Task Force

Date:

9/17/13

AGENDA ITEM #9



Finance Department

Deborah Balli, Director of Finance
361-595-8009

DATE: Friday, January 18, 2014
TO: City Commission
FROM: Deborah Balli, Director of Finance
SUBJECT: Bad Debt Expense

SUMMARY

This item authorizes a budget amendment to accept payment of \$2,000 and expense the remaining balance of \$4,690 to bad debt expense in the General Fund for EMS services provided to the City of Bishop incurred in 2008.

BACKGROUND: In August 2007 the City of Kingsville entered into an agreement with the City of Bishop to provide EMS services for \$250 per call. On March 26, 2008 the Kingsville City Commissioner's passed a motion increasing the rate to \$920 per call and set the agreement to expire on June 9, 2008 because it was determined the fee of \$250 was not sufficient to cover the costs of providing the EMS service to Bishop. The 8 EMS calls relating to the outstanding balance of \$6,690 occurred from February–June 2008. The City of Bishop never signed the amended agreement to increase the rates passed by the Kingsville City Commission.

RECOMMENDATION

Staff recommends proceeding with approval of the proposed budget amendment considering there was not an executed agreement with the City of Bishop for the increased EMS fees and due to the length of time this account has been outstanding.

FINANCIAL IMPACT

The Budget Amendment would involve approving the write off of \$4,690 against the General Funds Unreserved Fund Balance.

Nueces County Emergency Services District #6
c/o Susan Cude
802 E. Joyce
Bishop, Texas 78343

November 25, 2013

City of Kingsville
Mark Rushing, Finance Director
P. O. Box 1458
Kingsville, Texas 78363

Re: City of Bishop Inv. #02.2008-06.208

Dear Mr. Rushing:

Let me introduce myself. My name is Susan Cude, Board Commissioner of the Nueces County Emergency Services District #6 (NCESD#6). I am the Treasurer of the Board. Our District was created in 2010 by an election held and voted in by the people of the District. The District covers the City of Bishop, Driscoll, Petronilla and the surrounding outlying areas in Nueces County.

The City of Bishop approached the District requesting assistance with payment of temporary ambulance services provided by the City of Kingsville prior to the formation of the District. It is my understanding that there were eight calls made during that period that have not been settled. The NCESD#6 Board proposed and unanimously voted to assist the City of Bishop by submitting payment for the charges. Enclosed please find a check in the amount of \$2,000.00 for payment in full of those obligations.

If you have any question, please call me at 361-290-0962.

Sincerely,



Susan Cude
Commissioner/Treasurer
NCESD#6

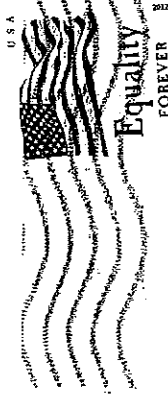
cc: Bill Ordner, President
NCESD#6

Enclosure: Check #1218



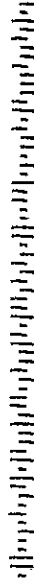
Nueces County ESD#6
Susan Cude
802 E. Joyce
Bishop, Texas 78343

CORPUS CHRISTI
TX 78412
27 NOV 2013 9:44



City of Kingsville
Mark Rushing, Finance Director
P. O. Box 1458
Kingsville, Texas 78363

78363+1458



NUECES COUNTY EMERGENCY SERVICES		1218
DISTRICT NO. 6		
P.O. BOX 696		
BISHOP, TX 78343		
DATE 11/25/13		
PAY TO THE ORDER OF City of Kingsville		
Two thousand and no/100		\$ 2,000.00
DOLLARS		
First State Bank of Odem		
201 Mary St., Odem, Texas		
361-369-2281		
MEMO Bank of America		
#0318008796208		
1149222651175 094 111		

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KINGSVILLE
AND THE CITY OF BISHOP
RELATING TO
EMERGENCY MEDICAL SERVICE (911)

WITNESSETH:

WHEREAS, the City of Kingsville maintains equipment and personnel for the emergency medical service and the City of Bishop has to contract with private companies for such service within their own areas; and

WHEREAS, each of the parties desires to provide emergency medical service in their respective areas; and

WHEREAS, the lands or districts of the parties hereto are adjacent to or contiguous so that mutual assistance in a medical emergency is deemed feasible; and

WHEREAS, the City of Bishop is currently not under contract with an emergency medical service, is reliant on the availability of on-call emergency medical services, and is in need of a back-up emergency medical service for the next several weeks; 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 these terms; and

NOW, THEREFORE, the City of Kingsville and the City of Bishop, in consideration of these mutual covenants and agreements, agree as follows:

1. PARTIES. The parties to this Interlocal Agreement ("Agreement") are the City of Kingsville ("City"), a Texas home rule municipality, and the City of Bishop ("Bishop"), a Texas Type A general law municipality.

2. PURPOSE.

A. Whenever emergency medical service is needed in Bishop, Bishop should attempt to contact at least two private providers prior to contacting the City for emergency medical service.

B. Whenever it is deemed advisable by the senior officer of a fire department belonging to a party to this agreement to request emergency medical service under the terms of the agreement, he/she is authorized to do so, and the senior officer on duty for the City's Fire Department receiving the request shall forthwith take the following action:

1. Immediately determine if the requested apparatus and personnel are available to respond to the call.

2. In accordance with the terms of this agreement, forthwith dispatch such apparatus and personnel as in the judgment of the senior officer receiving the call should be sent with instruction as to their mission.
3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the party requesting service if assistance cannot be rendered.
4. For all services performed under this agreement the City of Kingsville shall be entitled to seek reimbursement from Bishop in the amount of \$250 per service run for providing emergency medical service to areas under the jurisdiction of the City of Bishop, by submitting a written invoice detailing the costs incurred for which reimbursement is sought. Said costs are to be paid within 30 days of billing. Said reimbursement from Bishop is exclusive of the City's right to bill the patient for services rendered.
5. Patient care and transport will be according to the City's protocols.

3. TERM.

- A. This Agreement shall be for an initial term of two months.
- B. This Agreement may be renewed for one additional two-month term upon receipt by the City of a letter from Bishop stating that Bishop has been unsuccessful in its attempts to secure a contract for emergency medical services.
- C. This Agreement may be terminated at any time by any party with or without cause upon fourteen (14) days advance written notice.
- D. Any notice of termination shall be sent to the other party to this interlocal agreement at the address listed in paragraph 4 of this agreement.

4. MISCELLANEOUS PROVISIONS.

A. Notice. Notice required by this Interlocal Agreement may be given or served by depositing the notice in the United States Mail, in certified or registered form, postage prepaid, addressed to the other party, or by delivering the notice in person to the other party. Notice deposited in the United States Mail in the manner prescribed in this subsection is effective upon deposit. The addresses of the parties are:

City of Kingsville, Texas
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Facsimile: (361) 595-8035

City of Bishop
Attention: Mayor
P.O. Box 356
Bishop, Texas 78343
Telephone: (361) 584-2567
Facsimile: (361) 584-3253

B. Effect of Waivers. No waiver by either party of any default, violation, or breach of the terms, provisions, and covenants contained in this Interlocal Agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Agreement.

C. Amendment of Interlocal Agreement. This Agreement may be amended at any time. Any amendment to this Agreement must be in writing and agreed to by the governing bodies of the parties. No officer or employee of any of the parties has authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the party.

D. Not For Benefit of Third Parties. This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third parties.

E. Exercise of Police Powers. This Agreement and all activities under this Agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.

F. Immunities Not Waived. Nothing in this Agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

G. No Civil Liability to Other Party. One party may not be responsible to and may not be civilly liable to another party for any act or omission under this Agreement. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

H. Captions. Captions to provisions of this Interlocal Agreement are for convenience and shall not be considered in the interpretation of the provisions.

I. Fiscal Obligations. Each party which performs services or furnishes aid under this Agreement must do so with funds available from current revenues of the party.

J. Interlocal Cooperation Act Applies. The parties enter into this Interlocal Agreement under the Texas Government Code Chapter 791 (Interlocal Cooperation Act) and under the terms of Texas Local Government Code §242.001(c). The parties agree that activities under this Agreement are "governmental functions and services" and that the parties are "local governments" as that term is defined in this Agreement and in the Interlocal Cooperation Act.

K. Approval by Governing Bodies. Each party represents that this Agreement has been duly passed and approved by the governing body of the party as required by the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.

L. Entirety of Agreement. No other oral or written commitments of the parties with respect to the Parks and Recreation Department may have any force or effect if not contained in this Interlocal Agreement or the original Interlocal Agreement.

M. Severability. If any provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

N. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continues in full force and effect.

O. Warranty. The Agreement has been officially authorized by the governing body of each party, and each signatory guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective party to this Agreement.

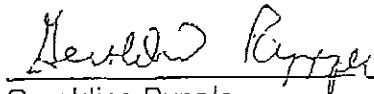
P. Governing Laws. This Agreement shall be governed by the laws of the State of Texas.


Q. Venue. Venue for an action arising under this Agreement is in Kleberg County, Texas.

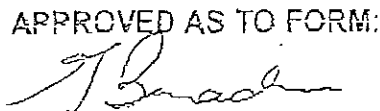
R. Effective Date. This Agreement is effective on the date when the last party executes this agreement.

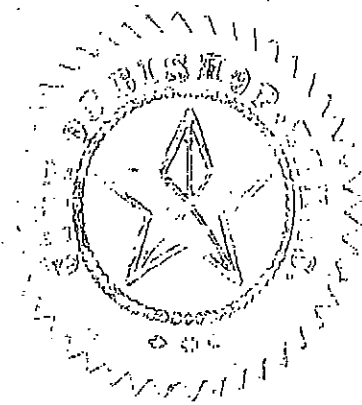
S. Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

EXECUTED by the City of Bishop on the 17th day of July, 2007.

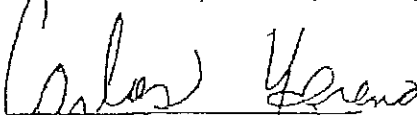

Geraldine Ryppe
Mayor

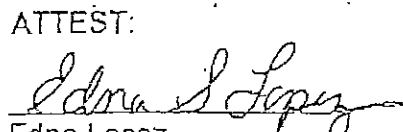
ATTEST:

Cynthia Contreras
City Secretary

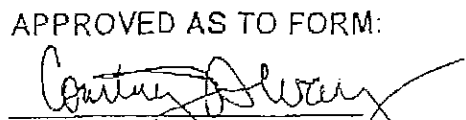
APPROVED AS TO FORM:

Gerald Benadum
City Attorney



EXECUTED by the City of Kingsville on the 13th day of August, 2007.


Carlos Yerena
City Manager

ATTEST:

Edna Lopez
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

reconstruction, and declare the buildings or structures to be a public nuisance, and order their demolition by the owner/agent or person in charge within forty-five (45) days, seconded by Commissioner Laskowski. The motion was passed and approved by the following vote: Fugate, Garcia, Pecos, Laskowski, Wilson voting "FOR".

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

7. RESOLUTION R2008-07 Consider resolution appointing Election Judges and the Early Voting Ballot Board Judge for the City General Election on May 10, 2008. (City Secretary).

Ms Lopez stated this resolution appoints the Election Judges, Alternate Judges and the Early Voting Ballot Board Judge for the City's General Election on May 10th, 2008. Each Election Judge is authorized to appoint two clerks, the compensation for the Election Judges will be \$9.00 per hour, plus an additional \$25.00 for delivering election returns to the Courthouse, and the Alternate Judges and Clerks will be compensated \$8.00 per hour.

Ms Lopez stated the appointments are as follows: Ms Mary Flores, Presiding Judge of the Early Voting Ballot Board.

<u>CITY POLLING PLACE</u>	<u>PRESIDING JUDGE</u>	<u>ALTERNATE JUDGE</u>
1 – TAMUK Industrial Tech Bldg.	Selina Perez	Beatrice Garza
2 – School Administration	Diana Garcia	Julia Burroughs Eleazar
3 – Kleberg County Human Serv.	Estela Rodriguez	Nora Cisneros
4 – Gillett Intermediate School	Janie Munoz	Rosa Guerrero
5 – Lamar Elementary School	Amparo Quintanilla	Maria Luisa Alaniz
6 – Perez Elementary School	Tony Torres	Vilma Quintanilla

Commissioner Laskowski made a motion to authorize the resolution appointing the Election Judges and Early Voting Ballot Board Judge for the City General Election on May 10th, 2008 seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Fugate, Wilson, Pecos, Garcia, Laskowski voting "FOR".

8. Consider approval of alcohol variance for the K-2 Food Mart located at 128 W. Corral. (City Secretary).

Ms Lopez stated that this item was introduced in the public hearing. There were no comments made for or against the variance.

Mayor Fugate called for a motion. Commissioner Laskowski made a motion to approve the alcohol variance for the K-2 Food Mart located at 128 West Corral, seconded by Commissioner Wilson. The motion was passed and approved by the following vote: Fugate, Garcia, Pecos, Wilson, Laskowski voting "FOR".

9. Discuss and consider Emergency Medical Service (911) for the City of Bishop. (Fire Chief).

Fire Chief Lopez stated the agreement between the City of Bishop and Kingsville expired about three months ago. He stated the call volume to Bishop was low and they were billed for six months for twenty-one calls. He stated that in order to continue this is being brought to the Commission for discussion and to get direction from the Commission. City Manager Yerena stated the City of Bishop is still without ambulance service. He stated staff is recommending not being in this business for the long-term.

Ms Billie Erwin, City Councilwomen from Bishop stated they are trying to get their own service and are presently working with an ambulance company for a proposal. Mayor Fugate asked about a timeline. Ms Erwin responded they do not have a timeline.

Mayor Fugate called for questions or comments. Commissioner Laskowski stated the agreement was approved in July for two months. He stated his concern is that as a Commissioner he has a responsibility first to the citizens of this community. He stated he is willing to help the City of Bishop, but they can't rely on this long-term. Ms Cynthia Contreras, Bishop City Secretary stated there is an ambulance service from the Valley that is working on doing a demographic study.

Mayor Fugate called for the Fire Chief's recommendation. Chief Lopez stated that the City of Bishop is depending on Kingsville, but Kingsville does not have the vehicles or staff. He stated that the amount of money being paid by the City of Bishop does not come close to what an average ambulance run in Kingsville costs which is approximately \$900.00. He stated his recommendation would be to set a time limit and adjust the cost. Upon a question from Commissioner Pecos, Chief Lopez stated service is provided for Ricardo because of the mutual aid agreement with the County. For a 911 response, Chief Lopez stated they are not responding in a timely manner because of the distance. Upon a question from Commissioner Garcia, Ms Contreras replied the next responding area would come from Robstown or Annville. Chief Lopez stated if service is to be continued a new agreement must be put together. He stated his recommendation is to set a time limit on the agreement and adjust the cost. Upon a question from Commissioner Wilson, Chief Lopez replied that he met with Finance Director Mark Rushing and Paramedic Felix Camarillo to do an analysis. He stated the rate should be adjusted to \$920.00, minimum and that the patient will be billed. Commissioner Wilson stated that his understanding is if a time limit is set and the rate is adjusted then the Fire Chief would be agreeable to continue the service for a limited amount of time. Chief Lopez responded that was correct. Commissioner Laskowski stated that the present agreement calls for the City of Bishop to be responsible for \$250.00 above what is charged to the patient. Chief Lopez stated that the City of Bishop will be responsible for \$920.00 which will replace the charge of \$250.00, and the patient will still be billed.

Commissioner Wilson made a motion to approve the Agreement with the following amendments: on Section 2 (B) 4, in place of the amount of \$250.00 to be replaced by \$920.00 per service run; and under the Term, Section 3 (A), would be replaced with "this agreement will be in effect from March 26th, 2008 and terminate on June 9th, 2008, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Fugate, Garcia, Laskowski, Pecos, Wilson voting "FOR".

10. Consider approval of contract for professional services between the City of Kingsville and LNV Engineering for Infiltration and Inflow (I&I) Study and Report. (City Manager).

City Manager Yerena stated this would allow LNV Engineering to complete the I & I Study and Report.

Mayor Fugate called for any questions or comments. Commissioner Garcia made a motion to approve the contract, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Fugate, Wilson, Laskowski, Pecos, Garcia voting "FOR".

11. ORDINANCE ORD2008-13 Consider final passage of an ordinance amending the Fiscal Year 2007-2008 budget for the City of Kingsville for Water Wells #23 and #24 to come from CO 2005 Utility Fund Interest Revenue. (Finance Director).

City Manager Yerena stated the interest revenue is being recognized in the amount of \$510,000.00 and expending it for water well #23 & #24.

AGENDA ITEM #10

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 BUDGET FOR THE GENERAL FUND TO INCUR BAD DEBT EXPENSE BY ACCEPTING PAYMENT FOR CONTESTED BILLING FOR EMS SERVICES PROVIDED TO THE CITY OF BISHOP.

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 2013-2014 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
Fund 01 General Fund					
<u>Capital</u>					
2		Fund Balance	610.00		\$4,690
					<u>\$4,690</u>
<u>Expenses</u>					
5-220.0	Fire Dept.	Bad Debt	950.00	\$4,690	
				<u>\$4,690</u>	

[To accept a payment of \$2,000 from the City of Bishop for EMS services provided to them by the City of Kingsville. The City of Kingsville is carrying a receivable of \$6,689.99 in relation to the services provided. The City of Bishop based its payment on 8 EMS calls at the rate of \$250/call. The City of Kingsville assessed its billing based on the City Commission approved rate of \$920/call that was adopted on March 26, 2008. The variance on the balance is the difference of the two amounts (\$760/call) resulting from a previously accepted payment. The City of Bishop has stated it never signed an agreement for the new higher rate. The acceptance of the payment would result in writing off the remaining balance of \$4,689.99.]

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 27th day of January, 2014.

PASSED AND APPROVED on this the _____ day of _____, 2014.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Finance Department

Deborah Balli, Director of Finance
361-595-8009

DATE: Friday, January 18, 2014
TO: City Commission
FROM: Deborah Balli, Director of Finance
SUBJECT: Bad Debt Expense

SUMMARY

This item authorizes a budget amendment to accept payment of \$2,000 and expense the remaining balance of \$4,690 to bad debt expense in the General Fund for EMS services provided to the City of Bishop incurred in 2008.

BACKGROUND: In August 2007 the City of Kingsville entered into an agreement with the City of Bishop to provide EMS services for \$250 per call. On March 26, 2008 the Kingsville City Commissioner's passed a motion increasing the rate to \$920 per call and set the agreement to expire on June 9, 2008 because it was determined the fee of \$250 was not sufficient to cover the costs of providing the EMS service to Bishop. The 8 EMS calls relating to the outstanding balance of \$6,690 occurred from February–June 2008. The City of Bishop never signed the amended agreement to increase the rates passed by the Kingsville City Commission.

RECOMMENDATION

Staff recommends proceeding with approval of the proposed budget amendment considering there was not an executed agreement with the City of Bishop for the increased EMS fees and due to the length of time this account has been outstanding.

FINANCIAL IMPACT

The Budget Amendment would involve approving the write off of \$4,690 against the General Funds Unreserved Fund Balance.

**Nueces County Emergency Services District #6
c/o Susan Cude
802 E. Joyce
Bishop, Texas 78343**

November 25, 2013

City of Kingsville
Mark Rushing, Finance Director
P. O. Box 1458
Kingsville, Texas 78363

Re: City of Bishop Inv. #02.2008-06.208

Dear Mr. Rushing:

Let me introduce myself. My name is Susan Cude, Board Commissioner of the Nueces County Emergency Services District #6 (NCESD#6). I am the Treasurer of the Board. Our District was created in 2010 by an election held and voted in by the people of the District. The District covers the City of Bishop, Driscoll, Petronilla and the surrounding outlying areas in Nueces County.

The City of Bishop approached the District requesting assistance with payment of temporary ambulance services provided by the City of Kingsville prior to the formation of the District. It is my understanding that there were eight calls made during that period that have not been settled. The NCESD#6 Board proposed and unanimously voted to assist the City of Bishop by submitting payment for the charges. Enclosed please find a check in the amount of \$2,000.00 for payment in full of those obligations.

If you have any question, please call me at 361-290-0962.

Sincerely,



Susan Cude
Commissioner/Treasurer
NCESD#6

cc: Bill Ordner, President
NCESD#6

Enclosure: Check #1218



[illegible]

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KINGSVILLE
AND THE CITY OF BISHOP
RELATING TO
EMERGENCY MEDICAL SERVICE (911)

WITNESSETH:

WHEREAS, the City of Kingsville maintains equipment and personnel for the emergency medical service and the City of Bishop has to contract with private companies for such service within their own areas; and

WHEREAS, each of the parties desires to provide emergency medical service in their respective areas; and

WHEREAS, the lands or districts of the parties hereto are adjacent to or contiguous so that mutual assistance in a medical emergency is deemed feasible; and

WHEREAS, the City of Bishop is currently not under contract with an emergency medical service, is reliant on the availability of on-call emergency medical services, and is in need of a back-up emergency medical service for the next several weeks; 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 these terms; and

NOW, THEREFORE, the City of Kingsville and the City of Bishop, in consideration of these mutual covenants and agreements, agree as follows:

1. PARTIES. The parties to this Interlocal Agreement ("Agreement") are the City of Kingsville ("City"), a Texas home rule municipality, and the City of Bishop ("Bishop"), a Texas Type A general law municipality.

2. PURPOSE.

A. Whenever emergency medical service is needed in Bishop, Bishop should attempt to contact at least two private providers prior to contacting the City for emergency medical service.

B. Whenever it is deemed advisable by the senior officer of a fire department belonging to a party to this agreement to request emergency medical service under the terms of the agreement, he/she is authorized to do so, and the senior officer on duty for the City's Fire Department receiving the request shall forthwith take the following action:

1. Immediately determine if the requested apparatus and personnel are available to respond to the call.

2. In accordance with the terms of this agreement, forthwith dispatch such apparatus and personnel as in the judgment of the senior officer receiving the call should be sent with instruction as to their mission.
3. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance shall immediately inform the party requesting service if assistance cannot be rendered.
4. For all services performed under this agreement the City of Kingsville shall be entitled to seek reimbursement from Bishop in the amount of \$250 per service run for providing emergency medical service to areas under the jurisdiction of the City of Bishop, by submitting a written invoice detailing the costs incurred for which reimbursement is sought. Said costs are to be paid within 30 days of billing. Said reimbursement from Bishop is exclusive of the City's right to bill the patient for services rendered.
5. Patient care and transport will be according to the City's protocols.

3. TERM.

- A. This Agreement shall be for an initial term of two months.
- B. This Agreement may be renewed for one additional two-month term upon receipt by the City of a letter from Bishop stating that Bishop has been unsuccessful in its attempts to secure a contract for emergency medical services.
- C. This Agreement may be terminated at any time by any party with or without cause upon fourteen (14) days advance written notice.
- D. Any notice of termination shall be sent to the other party to this interlocal agreement at the address listed in paragraph 4 of this agreement.

4. MISCELLANEOUS PROVISIONS.

A. Notice. Notice required by this Interlocal Agreement may be given or served by depositing the notice in the United States Mail, in certified or registered form, postage prepaid, addressed to the other party, or by delivering the notice in person to the other party. Notice deposited in the United States Mail in the manner prescribed in this subsection is effective upon deposit. The addresses of the parties are:

City of Kingsville, Texas
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Facsimile: (361) 595-8035

City of Bishop
Attention: Mayor
P.O. Box 356
Bishop, Texas 78343
Telephone: (361) 584-2567
Facsimile: (361) 584-3253

B. Effect of Waivers. No waiver by either party of any default, violation, or breach of the terms, provisions, and covenants contained in this Interlocal Agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Agreement.

C. Amendment of Interlocal Agreement. This Agreement may be amended at any time. Any amendment to this Agreement must be in writing and agreed to by the governing bodies of the parties. No officer or employee of any of the parties has authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the party.

D. Not For Benefit of Third Parties. This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third parties.

E. Exercise of Police Powers. This Agreement and all activities under this Agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.

F. Immunities Not Waived. Nothing in this Agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

G. No Civil Liability to Other Party. One party may not be responsible to and may not be civilly liable to another party for any act or omission under this Agreement. Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

H. Captions. Captions to provisions of this Interlocal Agreement are for convenience and shall not be considered in the interpretation of the provisions.

I. Fiscal Obligations. Each party which performs services or furnishes aid under this Agreement must do so with funds available from current revenues of the party.

J. Interlocal Cooperation Act Applies. The parties enter into this Interlocal Agreement under the Texas Government Code Chapter 791 (Interlocal Cooperation Act) and under the terms of Texas Local Government Code §242.001(c). The parties agree that activities under this Agreement are "governmental functions and services" and that the parties are "local governments" as that term is defined in this Agreement and in the Interlocal Cooperation Act.

K. Approval by Governing Bodies. Each party represents that this Agreement has been duly passed and approved by the governing body of the party as required by the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.

L. Entirety of Agreement. No other oral or written commitments of the parties with respect to the Parks and Recreation Department may have any force or effect if not contained in this Interlocal Agreement or the original Interlocal Agreement.

M. Severability. If any provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

N. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continues in full force and effect.

O. Warranty. The Agreement has been officially authorized by the governing body of each party, and each signatory guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective party to this Agreement.

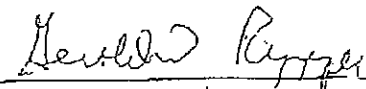
P. Governing Laws. This Agreement shall be governed by the laws of the State of Texas.

Q. Venue. Venue for an action arising under this Agreement is in Kleberg County, Texas.

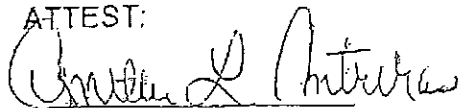
R. Effective Date. This Agreement is effective on the date when the last party executes this agreement.

S. Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.


EXECUTED by the City of Bishop on the 17th day of July, 2007.


Geraldine Ryppe
Mayor

ATTEST:

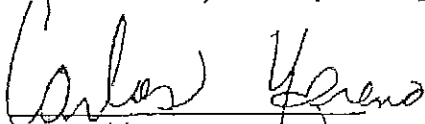

Cynthia Contreras
City Secretary

APPROVED AS TO FORM:

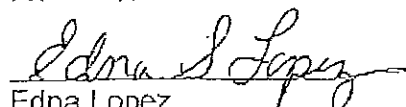

Gerald Benadum
City Attorney



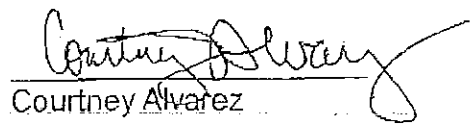
EXECUTED by the City of Kingsville on the 13th day of August, 2007.


Carlos Yerena
City Manager

ATTEST:


Edna Lopez
City Secretary

APPROVED AS TO FORM:


Courtney Alvarez
City Attorney

reconstruction, and declare the buildings or structures to be a public nuisance, and order their demolition by the owner/agent or person in charge within forty-five (45) days, seconded by Commissioner Laskowski. The motion was passed and approved by the following vote: Fugate, Garcia, Pecos, Laskowski, Wilson voting "FOR".

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

7. RESOLUTION R2008-07 Consider resolution appointing Election Judges and the Early Voting Ballot Board Judge for the City General Election on May 10, 2008. (City Secretary).

Ms Lopez stated this resolution appoints the Election Judges, Alternate Judges and the Early Voting Ballot Board Judge for the City's General Election on May 10th, 2008. Each Election Judge is authorized to appoint two clerks, the compensation for the Election Judges will be \$9.00 per hour, plus an additional \$25.00 for delivering election returns to the Courthouse, and the Alternate Judges and Clerks will be compensated \$8.00 per hour.

Ms Lopez stated the appointments are as follows: Ms Mary Flores, Presiding Judge of the Early Voting Ballot Board.

<u>CITY POLLING PLACE</u>	<u>PRESIDING JUDGE</u>	<u>ALTERNATE JUDGE</u>
1 – TAMUK Industrial Tech Bldg.	Selina Perez	Beatrice Garza
2 – School Administration	Diana Garcia	Julia Burroughs Eleazar
3 – Kleberg County Human Serv.	Estela Rodriguez	Nora Cisneros
4 – Gillett Intermediate School	Janie Munoz	Rosa Guerrero
5 – Lamar Elementary School	Amparo Quintanilla	Maria Luisa Alaniz
6 – Perez Elementary School	Tony Torres	Vilma Quintanilla

Commissioner Laskowski made a motion to authorize the resolution appointing the Election Judges and Early Voting Ballot Board Judge for the City General Election on May 10th, 2008 seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Fugate, Wilson, Pecos, Garcia, Laskowski voting "FOR".

8. Consider approval of alcohol variance for the K-2 Food Mart located at 128 W. Corral. (City Secretary).

Ms Lopez stated that this item was introduced in the public hearing. There were no comments made for or against the variance.

Mayor Fugate called for a motion. Commissioner Laskowski made a motion to approve the alcohol variance for the K-2 Food Mart located at 128 West Corral, seconded by Commissioner Wilson. The motion was passed and approved by the following vote: Fugate, Garcia, Pecos, Wilson, Laskowski voting "FOR".

9. Discuss and consider Emergency Medical Service (911) for the City of Bishop. (Fire Chief).

Fire Chief Lopez stated the agreement between the City of Bishop and Kingsville expired about three months ago. He stated the call volume to Bishop was low and they were billed for six months for twenty-one calls. He stated that in order to continue this is being brought to the Commission for discussion and to get direction from the Commission. City Manager Yerena stated the City of Bishop is still without ambulance service. He stated staff is recommending not being in this business for the long-term.

Ms Billie Erwin, City Councilwomen from Bishop stated they are trying to get their own service and are presently working with an ambulance company for a proposal. Mayor Fugate asked about a timeline. Ms Erwin responded they do not have a timeline.

Mayor Fugate called for questions or comments. Commissioner Laskowski stated the agreement was approved in July for two months. He stated his concern is that as a Commissioner he has a responsibility first to the citizens of this community. He stated he is willing to help the City of Bishop, but they can't rely on this long-term. Ms Cynthia Contreras, Bishop City Secretary stated there is an ambulance service from the Valley that is working on doing a demographic study.

Mayor Fugate called for the Fire Chief's recommendation. Chief Lopez stated that the City of Bishop is depending on Kingville, but Kingville does not have the vehicles or staff. He stated that the amount of money being paid by the City of Bishop does not come close to what an average ambulance run in Kingville costs which is approximately \$900.00. He stated his recommendation would be to set a time limit and adjust the cost. Upon a question from Commissioner Pecos, Chief Lopez stated service is provided for Ricardo because of the mutual aid agreement with the County. For a 911 response, Chief Lopez stated they are not responding in a timely manner because of the distance. Upon a question from Commissioner Garcia, Ms Contreras replied the next responding area would come from Robstown or Annville. Chief Lopez stated if service is to be continued a new agreement must be put together. He stated his recommendation is to set a time limit on the agreement and adjust the cost. Upon a question from Commissioner Wilson, Chief Lopez replied that he met with Finance Director Mark Rushing and Paramedic Felix Camarillo to do an analysis. He stated the rate should be adjusted to \$920.00, minimum and that the patient will be billed. Commissioner Wilson stated that his understanding is if a time limit is set and the rate is adjusted then the Fire Chief would be agreeable to continue the service for a limited amount of time. Chief Lopez responded that was correct. Commissioner Laskowski stated that the present agreement calls for the City of Bishop to be responsible for \$250.00 above what is charged to the patient. Chief Lopez stated that the City of Bishop will be responsible for \$920.00 which will replace the charge of \$250.00, and the patient will still be billed.

Commissioner Wilson made a motion to approve the Agreement with the following amendments: on Section 2 (B) 4, in place of the amount of \$250.00 to be replaced by \$920.00 per service run; and under the Term, Section 3 (A), would be replaced with "this agreement will be in effect from March 26th, 2008 and terminate on June 9th, 2008, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Fugate, Garcia, Laskowski, Pecos, Wilson voting "FOR".

10. Consider approval of contract for professional services between the City of Kingville and LNV Engineering for Infiltration and Inflow (I&I) Study and Report. (City Manager).

City Manager Yerena stated this would allow LNV Engineering to complete the I & I Study and Report.

Mayor Fugate called for any questions or comments. Commissioner Garcia made a motion to approve the contract, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Fugate, Wilson, Laskowski, Pecos, Garcia voting "FOR".

11. ORDINANCE ORD2008-13 Consider final passage of an ordinance amending the Fiscal Year 2007-2008 budget for the City of Kingville for Water Wells #23 and #24 to come from CO 2005 Utility Fund Interest Revenue. (Finance Director).

City Manager Yerena stated the interest revenue is being recognized in the amount of \$510,000.00 and expending it for water well #23 & #24.

AGENDA ITEM #11



CITY MANAGER'S OFFICE

City of Kingsville
Phone: 361-595-8002 Fax: 361-595-8035

January 28, 2014

Eric and Belinda Purdy
325 Jay Vee
Kingsville, TX 78363

Re: Installation of 8-inch wastewater line to your property at 325 Jay Vee

Dear Mr. & Mrs. Purdy,

It is my understanding that you have been in discussions with staff about a cost sharing arrangement between you and the City to install an eight inch wastewater line to your property off of Jay Vee due to a failing septic system. Please be advised that the request was presented to and approved by the Kingsville City Commission at a meeting on January 27, 2014.

It is my understanding that you will be responsible for paying for the street cut, tap to the line, and the plumber to re-rout your service line from your house to the new line. The City will install an 8" wastewater line and a 4" service line along Chandler Street across Jay Vee Street and waive the wastewater extension and tap fees for a total of \$3,627.47.

Please provide written acknowledgement if you understand and agree to these terms. If this arrangement is no longer acceptable, please contact me at (361) 595-8002, or City Engineer Charlie Cardenas at (361) 595-8004.

Sincerely,

Vincent J. Capell
City Manager

The terms set out above are acceptable and agreed to by me. Signed on this the ____ day of January, 2014.

Eric Purdy on behalf of the Purdy family



Engineering Department

361-595-8005

361-595-8035 Fax

DATE: January 17, 2014

TO: City Commission through City Manager

FROM: Charlie Cardenas, P.E., City Engineer/Director of Public Works

SUBJECT: Entering into an agreement between The City of Kingsville and Eric Purdy to waive wastewater extension fees.

SUMMARY

This item authorizes the City Manager to enter an agreement with Mr. Eric Purdy on 325 S. Jay Vee to waive wastewater extension fees and waste water tap fees for a total of \$3627.47.

BACKGROUND

Currently 325 S. Jay Vee relies on an outdated septic system. In April 2013, Mr. Purdy inquired about a wastewater project, where his residence can tap into. In order to provide wastewater service for Mr. Purdy, 240 feet of 8" wastewater line, 40 feet of 4" service line will need to be extended along Chandler Street across Jay Vee Street. Mr. Purdy will be required to pay for the street cut and tap into the extended line, providing a plumber to re-rout his service line from the septic system.

Mr. Purdy's water service is through a private well. Therefore, our monthly wastewater service will be calculated based on average house hold usage in Kingsville. Therefore, an agreement will be made between the City of Kingsville and Mr. Eric Purdy to provide non-metered wastewater service.

RECOMMENDATION

Staff recommends that the City of Kingsville enters in an agreement with Mr. Eric Purdy.

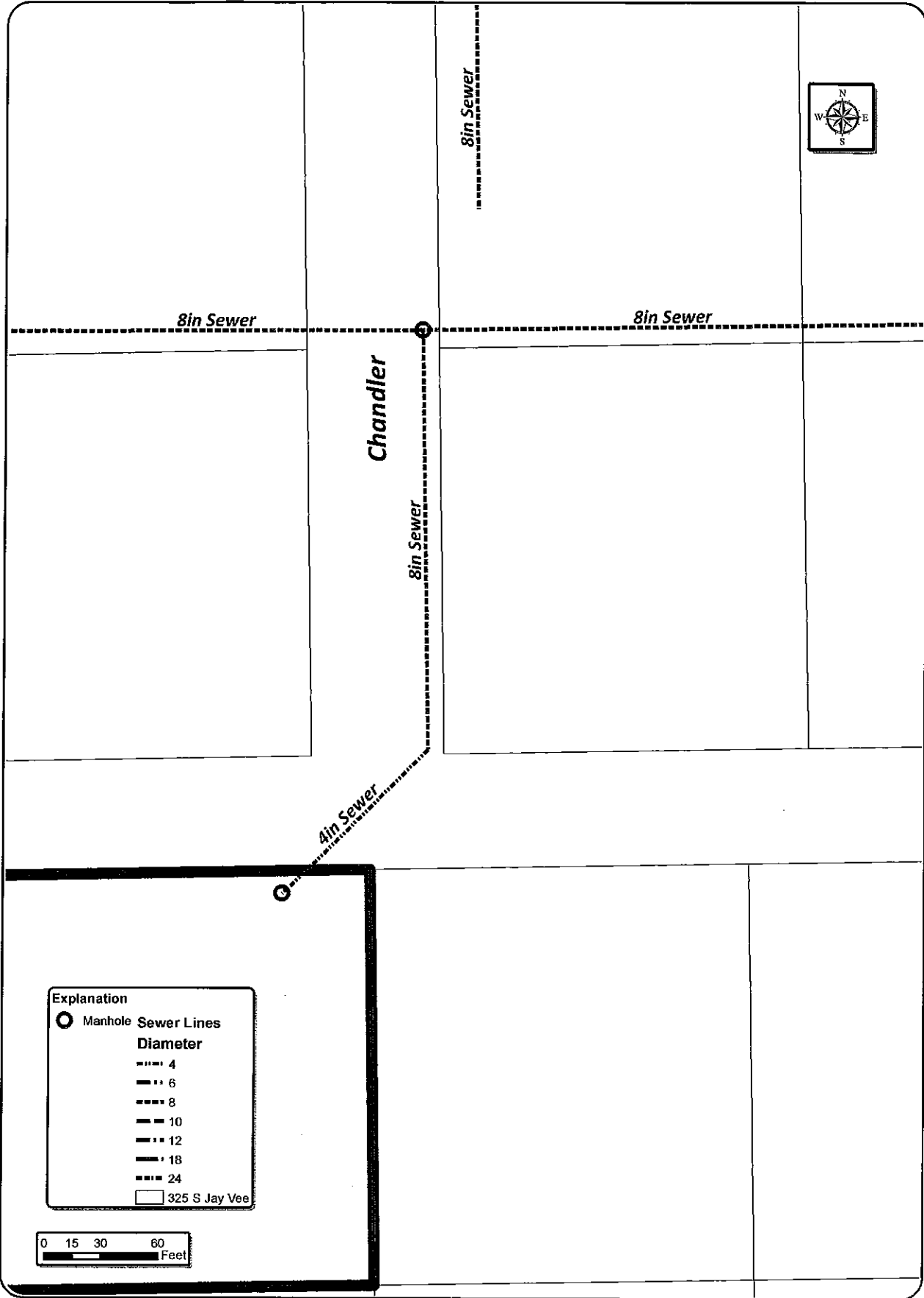
FINANCIAL IMPACT

The financial impact to the City of Kingsville is estimated at \$3627.47

Approved

Vincent Capell, City Manager

Exhibit



AGENDA ITEM #12



Purchasing/IT Department

361-595-8025

361-595-8035 Fax

DATE: January 21, 2014
TO: City Commission through City Manager
FROM: David Mason, Purchasing/IT Director
SUBJECT: Veterans' Service Office Van

SUMMARY

This item authorizes the participation with Kleberg County for the purchase of a new van for the Veterans' Service Office.

BACKGROUND

The current ADA compliant van is nearing the end of its useful service life as a daily use commuting vehicle and needs to be replaced. The current van could possibly be repaired and used for local trips.

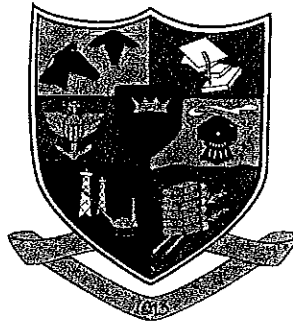
RECOMMENDATION

The best price available is from Sames Ford in Corpus Christi for \$24,783.75. The lift and other appurtenances add another \$9,000.00 for a total of \$33,783.75. The City's fifty percent share is not to exceed \$17,000. Sames Ford also has this vehicle in stock.

FINANCIAL IMPACT

This action will expend no more than 17,000.00 the following fund:
001-5-103.0-314.62, City Special.

JUAN M. ESCOBAR
County Judge



P. O. Box 752
Kingsville, Texas 78364
Phone: (361) 595-8585
Fax: (361) 592-0838

COUNTY of KLEBERG
KINGSVILLE, TEXAS

September 30, 2013

Dear Mayor, and City Commissioners:

On Monday, August 19, 2013 the Kleberg County Commissioners Court approved to pay half of the debt incurred for the purchase of a van with wheelchair lift for the Veteran's Service Office. We have attached the three (3) quotes gathered by Veteran's Service Officer, Arturo Pecos for your review and approval.

Please let us know if you will require any additional information. We look forward to working with you on this and other projects to improve Kleberg County!

Sincerely,

A handwritten signature in cursive script, reading "Juan M. Escobar".

KLEBERG VETERANS E350 VAN

SCF-FI WAQ	Quote Worksheet - Purchase		rubio 3434
Deal Number:	212731	5) Cash Price:	\$ 24,760.00
1) Contract Date:	01/17/14	6) Rebate:	
		7) Cash Down:	
2) Fin Inst:	CASH	8) Trades:	
3) Cust Name:		9) Fees:	\$ 23.75
		10) Taxes:	
4) Stock Number:	F45791	11) Insurances:	
Year:	14		
Make:	FORD	12) Payment:	\$ 24,783.75
Model:	E350		
Days in Stock:			

Command (?):

Enter a command, a field number, or press a function key. Enter ? for help.
 F3=Sv/Ex F5=RRecall F6=Cust F7=Veh F8=Trd F10=Misc SF11=>

==>

Dealer: F52096

2014 ECONOLINE

Page: 1 of 2

Order No: 0099 Priority: L2 Ord FIN: QC059 Order Type: 5B Price Level: 415

Ord PEP: 710A Cust/Flt Name: OF KLEBERG PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
E3B	E350 XL SD WGN	\$33060	44Q	.ELEC 4-SPD AUTO	
	138" WHEELBASE		T37	.LT225/75RX16E B	
YZ	OXFORD WHITE		X34	.3.73 REG X34	
A	STD VNYL BKT ST		15C	BACKUP CAMERA	470
E	MEDIUM FLINT			FRT LICENSE BKT	NC NC
10A	PREF EQUIP PKG		18A	EXT UPGRADE PKG	395
	.XL TRIM			.CHROME BUMPERS	
218	.12P BUCKT SEATS				
20H	.8800# GVWR		TOTAL BASE AND OPTIONS 38145		
60H	.HINGED 60/40 DR		TOTAL 38145		
614	.16" SPORT COVER		*THIS IS NOT AN INVOICE*		
	.LESS AIRBAG SW		*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
642	.16" STEEL WHEEL				
67R	.ROLL STABILITY		* MORE ORDER INFO NEXT PAGE *		

==>

Dealer: F52096

2014 ECONOLINE

Page: 2 of 2

Order No: 0099 Priority: L2 Ord FIN: QC059 Order Type: 5B Price Level: 415

Ord PEP: 710A Cust/Flt Name: OF KLEBERG PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
25	50 STATE EMISS	NC			
3R	REVERSE SENSING	280	B4A	NET INV FLT OPT	NC 7.00
25	CRUISE CONTROL	240		PRICED DORA	NC NC
4Q	MIRRORS, POWER	120		DEST AND DELIV	995
74	A/C, HIGH CAP	825			
85	PRE ELEC CLK/CD	295	TOTAL BASE AND OPTIONS 38145		
0J	MESSAGE CENTER	190	TOTAL 38145		
87	RUNNING BOARDS	320	*THIS IS NOT AN INVOICE*		
94	PRICE CONCESSN		*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
	REMARKS TRAILER				
03	PWR WINDOWS/LKS	495			
24	GLASS, PRIVACY	460			
	GASOLINE FFV				
	SP DLR ACCT ADJ				
	SP FLT ACCT CR				

Your Fleet Price
\$ 34733.08
THANKS! Tommy Ballard

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: CITY OF KINGSVILLE

Caldwell Rep: ALAN WILEY

Contact: DAVID MASON

Phone/email: 254 865-9112 alan@caldwellcountry.com

Phone/email: 361 595-8025

Date: Friday, January 17, 2014

Product Description: 2014 FORD CLUB WAGON

A. Bid Series: 124

A. Base Price: \$ 21,798.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
E12P	E-350 12 PASSENGER	\$ (995.00)	18A	EXTERIOR UPGRADE	\$ 375.00
	VINYL SEATS	INCL	903	POWER WINDOWS-LOCKS	\$ 470.00
	RUBBER FLOOR	INCL	525	CRUISE CONTROL	\$ 228.00
	AM-FM RADIO	INCL	43R	REVERSE SENSING	\$ 266.00
	FULL SPARE TIRE	INCL	54Q	POWER MIRRORS	\$ 114.00
	5.4L FLEX FUEL V8 GAS	INCL	585	AM-FM CD	\$ 280.00
	4-SPEED AUTOMATIC	INCL	60J	MESSAGE CENTER	\$ 180.00
	FRONT/ A/C AND HEAT	INCL	687	RUNNING BOARDS	\$ 304.00
	TILT STEERING WHEEL	INCL	574	REAR A/C	\$ 783.00
15C	BACKUP CAMERA	\$ 446.00			
924	PRIVACY GLASS WINDOW TINT	\$ 437.00			
Total of B. Published Options:					\$ 2,888.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
2014 ORDER BANK CLOSING ON	NOTE	PLEASE FAX YOUR PURCHASE ORDER	NOTE
2-14-14 OR SOONER	NOTE	TO 254 865-9118	
		ESTIMATED DELIVERY IN 90 DAYS	NOTE
Total of C. Unpublished Options:			\$ -

D. Pre-delivery Inspection:	\$ 80.00
E. Texas State Inspection:	\$ 23.75
F. Manufacturer Destination/Delivery:	\$ 995.00
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	
H. Lot Insurance (for in-stock and/or equipped vehicles):	
I. Contract Price Adjustment:	
J. Additional Delivery Charge: 0 miles	\$ -
K. Subtotal:	\$ 25,784.75
L. Quantity Ordered 1 x K =	\$ 25,784.75
M. Trade in:	
N. BUYBOARD FEE PER PURCHASE ORDER	\$ 400.00
O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE	\$ 26,184.75

AGENDA ITEM #13

ORDINANCE NO. 2014-

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 BUDGET FOR THE GENERAL FUND TO PROVIDE FUNDING FOR ½ THE PURCHASE COSTS NEEDED FOR THE KLEBERG COUNTY VETERAN'S SERVICE OFFICE TO ACQUIRE A VAN WITH A.D.A SPECIFICATIONS.

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

WHEREAS, the City and County have partnered on numerous items in the past to the benefit of the citizens of the city and county and as it serves a public purpose to do so for this item;

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2013-2014 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
Fund 001 General Fund					
<u>Capital</u>					
2		Unreserved Fund Balance	610.00		<u>\$17,000</u>
					<u>\$17,000</u>
<u>Expenses</u>					
5-103.0	City Special	Prof. Ser. Kleberg Co V.A.	314.62	<u>\$17,000</u>	<u>\$17,000</u>

[This item authorizes participation of up to \$17,000 with Kleberg County for the purchase of a new ADA compliant van for the Veteran's Service Office to transport veterans of the community. This amendment requires Kleberg County to evenly contribute to the vehicle purchase price and ADA specification add-ons.]

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 27th day of January, 2014.

PASSED AND APPROVED on this the __ day of _____, 2014.

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: January 21, 2014
TO: City Commission through City Manager
FROM: David Mason, Purchasing/IT Director
SUBJECT: Veterans' Service Office Van

SUMMARY

This item authorizes the participation with Kleberg County for the purchase of a new van for the Veterans' Service Office.

BACKGROUND

The current ADA compliant van is nearing the end of its useful service life as a daily use commuting vehicle and needs to be replaced. The current van could possibly be repaired and used for local trips.

RECOMMENDATION

The best price available is from Sames Ford in Corpus Christi for \$24,783.75. The lift and other appurtenances add another \$9,000.00 for a total of \$33,783.75. The City's fifty percent share is not to exceed \$17,000. Sames Ford also has this vehicle in stock.

FINANCIAL IMPACT

This action will expend no more than 17,000.00 the following fund:
001-5-103.0-314.62, City Special.

JUAN M. ESCOBAR
County Judge



P. O. Box 752
Kingsville, Texas 78364
Phone: (361) 595-8585
Fax: (361) 592-0838

COUNTY of KLEBERG
KINGSVILLE, TEXAS

September 30, 2013

Dear Mayor, and City Commissioners:

On Monday, August 19, 2013 the Kleberg County Commissioners Court approved to pay half of the debt incurred for the purchase of a van with wheelchair lift for the Veteran's Service Office. We have attached the three (3) quotes gathered by Veteran's Service Officer, Arturo Pecos for your review and approval.

Please let us know if you will require any additional information. We look forward to working with you on this and other projects to improve Kleberg County!

Sincerely,

A handwritten signature in cursive script, reading "Juan M. Escobar".

KLEBERG VETERANS E350 VAN

SCF-FI WAQ	Quote worksheet - Purchase		
Deal Number:	212731	5) Cash Price:	\$ 24,760.00
1) Contract Date:	01/17/14	6) Rebate:	
		7) Cash Down:	
2) Fin Inst:	CASH	8) Trades:	
3) Cust Name:		9) Fees:	\$ 23.75
		10) Taxes:	
4) Stock Number:	F45791	11) Insurances:	
Year:	14		
Make:	FORD	12) Payment:	\$ 24,783.75
Model:	E350		
Days in Stock:			

Command (?):

Enter a command, a field number, or press a function key. Enter ? for help.
 F3=Sv/Ex F5=RRecall F6=Cust F7=Veh F8=Trd F10=Misc SF11=>

2014 ECONOLINE

Page: 1 of 2

Order No: 0099 Priority: L2 Ord FIN: QC059 Order Type: 5B Price Level: 415

Ord PEP: 710A Cust/Flt Name: OF KLEBERG PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
E3B E350 XL SD WGN	\$33060	\$	44Q .ELEC 4-SPD AUTO		
138" WHEELBASE			T37 .LT225/75RX16E B		
YZ OXFORD WHITE			X34 .3.73 REG X34		
A STD VNYL BKT ST			15C BACKUP CAMERA	470	
E MEDIUM FLINT			FRT LICENSE BKT	NC	NC
10A PREF EQUIP PKG			18A EXT UPGRADE PKG	395	
.XL TRIM			.CHROME BUMPERS		
218 .12P BUCKT SEATS					
20H .8800# GVWR			TOTAL BASE AND OPTIONS	38145	
60H .HINGED 60/40 DR			TOTAL	38145	
614 .16" SPORT COVER			*THIS IS NOT AN INVOICE*		
.LESS AIRBAG SW			*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
642 .16" STEEL WHEEL					
67R .ROLL STABILITY			* MORE ORDER INFO NEXT PAGE *		

2014 ECONOLINE

Page: 2 of 2

Order No: 0099 Priority: L2 Ord FIN: QC059 Order Type: 5B Price Level: 415

Ord PEP: 710A Cust/Flt Name: OF KLEBERG PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
425 50 STATE EMISS	NC	NC	FUEL CHARGE		
43R REVERSE SENSING	280		B4A NET INV FLT OPT	NC	7.00
525 CRUISE CONTROL	240		PRICED DORA	NC	NC
54Q MIRRORS, POWER	120		DEST AND DELIV	995	
574 A/C, HIGH CAP	825				
585 PRE ELEC CLK/CD	295		TOTAL BASE AND OPTIONS	38145	
60J MESSAGE CENTER	190		TOTAL	38145	
687 RUNNING BOARDS	320		*THIS IS NOT AN INVOICE*		
794 PRICE CONCESSN			*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
REMARKS TRAILER					
903 PWR WINDOWS/LKS	495				
924 GLASS, PRIVACY	460				
GASOLINE FFV					
SP DLR ACCT ADJ					
SP FLT ACCT CR					

1105.00

THANKS!

7=Prev

Tommy Pollard

Your Fleet Price

\$ 34733.08

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: CITY OF KINGSVILLE

Caldwell Rep: ALAN WILEY

Contact: DAVID MASON

Phone/email: 254 865-9112 alan@caldwellcountry.com

Phone/email: 361 595-8025

Date: Friday, January 17, 2014

Product Description: 2014 FORD CLUB WAGON

A. Bid Series: 124

A. Base Price: \$ 21,798.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
E12P	E-350 12 PASSENGER	\$ (995.00)	18A	EXTERIOR UPGRADE	\$ 375.00
	VINYL SEATS	INCL	903	POWER WINDOWS-LOCKS	\$ 470.00
	RUBBER FLOOR	INCL	525	CRUISE CONTROL	\$ 228.00
	AM-FM RADIO	INCL	43R	REVERSE SENSING	\$ 266.00
	FULL SPARE TIRE	INCL	54Q	POWER MIRRORS	\$ 114.00
	5.4L FLEX FUEL V8 GAS	INCL	585	AM-FM CD	\$ 280.00
	4-SPEED AUTOMATIC	INCL	60J	MESSAGE CENTER	\$ 180.00
	FRONT/ A/C AND HEAT	INCL	687	RUNNING BOARDS	\$ 304.00
	TILT STEERING WHEEL	INCL	574	REAR A/C	\$ 783.00
15C	BACKUP CAMERA	\$ 446.00			
924	PRIVACY GLASS WINDOW TINT	\$ 437.00			
Total of B. Published Options:					\$ 2,888.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
2014 ORDER BANK CLOSING ON	NOTE	PLEASE FAX YOUR PURCHASE ORDER	NOTE
2-14-14 OR SOONER	NOTE	TO 254 865-9118	
		ESTIMATED DELIVERY IN 90 DAYS	NOTE
Total of C. Unpublished Options:			\$ -

D. Pre-delivery Inspection:	\$ 80.00
E. Texas State Inspection:	\$ 23.75
F. Manufacturer Destination/Delivery:	\$ 995.00
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	
H. Lot Insurance (for in-stock and/or equipped vehicles):	
I. Contract Price Adjustment:	
J. Additional Delivery Charge: 0 miles	\$ -
K. Subtotal:	\$ 25,784.75
L. Quantity Ordered 1 x K =	\$ 25,784.75
M. Trade in:	
N. BUYBOARD FEE PER PURCHASE ORDER	\$ 400.00
O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE	\$ 26,184.75

AGENDA ITEM #14

RESOLUTION NO. 2014- _____

A RESOLUTION APPROVING THE EMBLEM DETERMINED SUITABLE BY THE KINGSVILLE HISTORICAL DEVELOPMENT BOARD FOR MARKING BUILDINGS, STRUCTURES, AND SITES WITHIN HISTORIC DISTRICTS AND FOR DESIGNATED LANDMARKS BOTH PUBLIC AND PRIVATE.

WHEREAS: Pursuant to Section 15-15-15 of the City of Kingsville Code of Ordinances, the Kingsville Historical Development Board, with staff advice and support, has determined a suitable emblem for marking buildings, structures, and sites within historic districts and for designated landmarks, both public and private;

WHEREAS: The emblem has been submitted to and approved by the Texas Historical Commission;

WHEREAS: The emblem is being recommended by the Historical Development Board for approval by the City Commission;

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

SECTION 1. That the emblem presented by the Historical Development Board (a copy of which is attached hereto) for marking buildings, structures, and sites within historic districts and for designated landmarks, both public and private is hereby approved.

SECTION 2. That all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

SECTION 3. 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 27th day of January, 2014.

Sam R. Fugate, Mayor

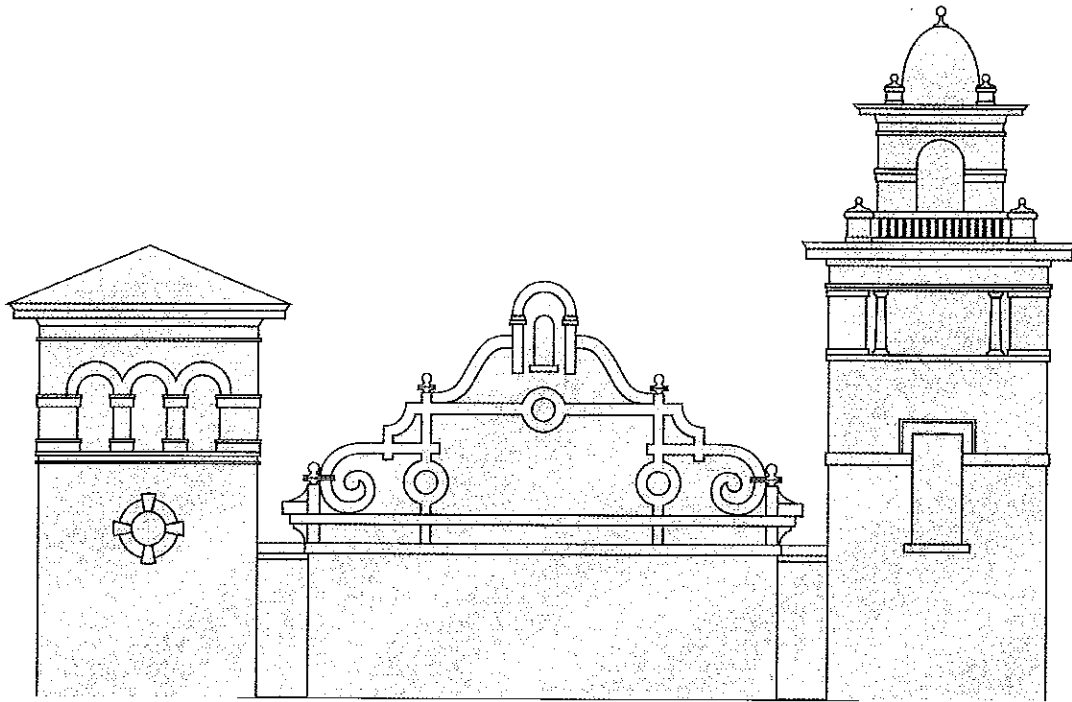
ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Emblem for Marking City of Kingsville Landmarks



This emblem reflects the three towers of the 1909 HM King High School

Date: January 17, 2014

To: Courtney Alvarez, City Attorney and Vince Capell, City Manager

Cc: Mary Valenzuela, City Secretary

From: Cynthia Martin, Downtown Manager

Re: Emblem for Marking City of Kingsville Landmarks

Section 15-15-15 of the City of Kingsville Code of Ordinances states: “The [Historical Development] Board shall, with staff advice and support, determine a suitable emblem for marking buildings, structures and sites within historic districts and for designated landmarks both public and private.” The ordinance further requires that “the emblem shall be submitted for approval to the Texas Historical Commission” and then recommended to the City Commission. Such an emblem has been created, with staff support, by the Kingsville Historical Development Board, has been reviewed and accepted by the Texas Historical Commission.

The Board is proud to bring to the City Commission this emblem for their official approval. To demonstrate to the Commission the use of this emblem in marking a building as a City Landmark, a plaque with this emblem has been created to mark an already designated City Landmark – the 1909 H.M. King High School. With the permission of the City Commission, this plaque will be presented to the King High Historical Foundation.

The Board will be reviewing the list of other buildings previously designated as City Landmarks to determine if, given their current physical condition, they still warrant designation. The Board will be coming before the City Commission with recommendations for designation of additional historic landmarks.