

City of Kingsville, Texas

AGENDA CITY COMMISSION

**MONDAY, NOVEMBER 10, 2014
REGULAR MEETING**

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

I. Preliminary Proceedings.

OPEN MEETING

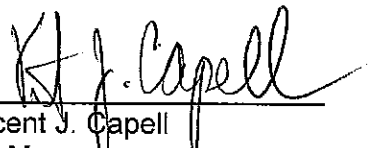
INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S) – Required by Law
Regular Meeting –October 27, 2014

Public Hearing - (Required by Law).¹

1. NONE.

APPROVED BY:



Vincent J. Capell
City Manager

II. 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."

III. Public Comment on Agenda Items.³

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

IV.

Consent Agenda
Notice to the Public

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to Lot 1, Brentwood Subdivision, known as 1106 North Armstrong from R3 Multi-family Residential District to C2 Retail District, amending the comprehensive plan to account for any deviation from the existing comprehensive plan. (Director of Planning and Development Services).
2. Motion to consider confirming appointment of Amanda E. Cavazos and Monica Salinas to the Police Reserve Force. (Chief of Police).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

3. Consider a resolution authorizing the City Manager to enter into a Ground Lease Agreement by and between Kingsville High Historical Foundation and the City of Kingsville. (City Attorney).
4. Consider awarding bid for the drilling of water well #25 to Alsay, Inc., as per contract engineer and staff recommendation. (Director of Purchasing and Technology).
5. Consider authorizing the purchase of one 14-cu.yd. dump truck for use at the Landfill from BuyBoard vendor, as per staff recommendation. (Director of Purchasing and Technology).
6. Consider authorizing the purchase of ten vehicles for various departments via BuyBoard, as per staff recommendation. (Director of Purchasing and Technology).
7. Consider authorizing a change in contract terms for curb, gutter, and driveway repair work, as per staff recommendation. (Director of Purchasing and Technology).
8. Consider authorizing out-of-state travel for two employees to attend the Laserfiche Empower Conference in Anaheim, CA on January 13-16, 2015. (Director of Purchasing and Technology).

9. Consider introduction of an ordinance amending the Fiscal Year 2014-2015 Utility Fund budget to provide additional funding for the new city hall at the historic H.M. King High School. (Director of Finance).

10. Consider introduction of an ordinance amending the Fiscal Year 2014-2015 Police Department State Seizure Fund budget for the purchase of automatic license plate readers. (Director of Finance).

11. Consider participation with the Kingsville Farmer's Market for a farmer's market at the City's pavilion at the xeriscape area. (Commissioner Leubert).

VII. Adjournment.

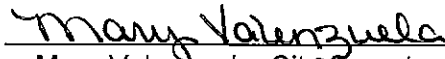
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative 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:

November 6, 2014 at 3:30 P.M. and remained so posted continuously for at least 72 hours proceeding 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)

OCTOBER 27, 2014

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, OCTOBER 27, 2014 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Vince Capell, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
David Mason, Purchasing/IT Director
Deborah Balli, Finance Director
Tom Ginter, Director of Planning & Development Services
Leo Alarcon, Tourism Director
Emilio Garcia, Health Director
Diana Gonzales, Human Resources Director
Joey Reed, Fire Chief
Willie Vera, Task Force Commander
Cynthia Martin, Downtown Manager

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate called the meeting to order in the Robert H. Alcorn Commission Chamber at 6:00 p.m. and announced quorum with all five Commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S) – Required by Law

Regular Meeting –October 13, 2014

Motion made by Commissioner Garcia to approve the minutes as presented, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Garcia, Leubert, Pena, Fugate voting “FOR”. Pecos “ABSTAIN”.

Public Hearing - (Required by Law).¹

1. Public hearing to consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Lot 1, Brentwood Subdivision, known as 1106 North Armstrong from R3 Multi-family Residential District to C2 Retail District, amending the comprehensive plan to account for any deviation from the existing comprehensive plan; applicant Yolanda Zapata. (Director of Planning and Development Services).

Mayor Fugate announced and opened this public hearing at 6:02 P.M.

Ms. Yolanda Zapata, 1923 Rettye Drive, Kingsville, TX, commented that she is the owner of this property and has a potential renter. The renter would like to open an Indian Cuisine Restaurant to be known as Café 5. The property is located across from Texas A&M University-Kingsville.

Commissioner Garcia asked for some clarification from staff regarding the memo submitted for the agenda packet regarding this item. The memo stated that the Planning & Zoning Commission voted 0-0.

Mr. Tom Ginter, Director of Planning & Development Services commented that the Planning & Zoning Commission approved the item 5-0. Due to the agenda being posted prior to the Planning & Zoning Commission meeting, a draft memo was provided to staff.

Commissioner Leubert asked how many tables and parking spaces will be provided at this location.

Mr. Ginter commented that the applicant has stated that there will be five to six tables which will require one parking space per table. It is stated that there will be about twenty parking spaces at this location. Fifteen parking spaces at the rear of the restaurant with five located in the front.

Mayor Fugate commented that his concern is that if the City Commission approves the rezone and when it comes to purchasing the permits from the City, they may have a hard time due to the tight area for parking. Mayor Fugate further asked Ms. Zapata if she understood what he was stating regarding the parking since it does look like a tight location.

Ms. Zapata stated that she understood and this is why she is stating that there will be fifteen parking spaces in the back with five located in the front of the location. She further commented that she also owns the property located next door.

Commissioner Leubert asked if this would not block the alley. Ms. Zapata responded by stating no.

Commissioner Pecos stated that the majority of the customers that will be at this restaurant will probably be students of Texas A&M University-Kingsville. He further commented that most students don't own vehicles. This location will have more walking traffic than driving traffic.

Commissioner Garcia asked if the parking area will be resurfaced.

Ms. Zapata responded that whatever the City requires will be done. Zapata further stated that the Planning & Zoning Commission is requiring a privacy fence between the business and the neighboring property. Ms. Zapata further stated that this will be a five year lease the renter will be signing.

II. 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."

Mr. Vince Capell, City Manager, reported that the City will be hosting a tailgate event for city employees and their families on Saturday, November 1st. Food will be served from 4:30 p.m. to 6:30 p.m. with game at 7:00 p.m. Mr. Capell further stated that Mrs. Cynthia Martin is available to make a presentation on the Historic Research Survey Report.

Mrs. Martin reported that the Historic Research Survey Report is now completed and has been accepted by the Texas Historical Commission. A copy of this report has been provided to the City Commission for their review. She further stated that this information is very useful and will provide a great guide for development boards. The GIS map will be available on the City website for all to view. Mrs. Martin further commented that she would like to thank the students from Texas A&M University-Kingsville for all their assistance in gathering some of the information.

Commissioner Leubert thanked everyone involved in gathering information for this report.

Mrs. Courtney Alvarez, City Attorney, reported that the next City Commission meeting is scheduled for Monday, November 10th, with agenda items due on Friday, October 31st. Alvarez further reported that the City of Kingsville will be hosting their Annual Downtown Fall Festival Friday, October 31st from 4:00 p.m. to 5:45 p.m. in the 200-300 block of Kleberg Avenue. Alvarez further reported that since the agenda was posted last Tuesday, which was a day prior to the Planning & Zoning Commission meeting, staff had the body of the rezoning ordinance ready and had not had the Planning & Zoning Commission meeting to know what the vote might have been. She further stated that an updated ordinance for signing will be provided to the City Secretary for the next scheduled City Commission meeting, if approved.

Commissioner Garcia asked if it is required for the City Commission to accept the Historic Research Survey Report in order to make it official.

Mr. Capell responded that it is not required, but City Commission comments would be appreciated.

Commissioner Leubert stated that she had the pleasure presenting a proclamation for Red Ribbon Week today and thanked Chief Torres for his presentation to the kids on Synthetic Marijuana and how bad it is for anyone to use.

Commissioner Pena asked for an update from Mrs. Alvarez regarding the no texting and talking ordinance which was approved back in March, 2014. Mrs. Alvarez stated that she has seen a few come through Municipal Court to which several of them have pleaded guilty and a few pleading not guilty. The fine for the first conviction is \$316.00 and with a second conviction being slight higher amount.

III. Public Comment on Agenda Items.³

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

No comments were made.

IV.

Consent Agenda

Notice to the Public

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

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

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

Motion made by Commissioner Pecos to approve the consent agenda as presented, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Leubert, Pecos, Pena, Garcia, Fugate voting "FOR".

- 1. Motion to approve final passage of an ordinance amending the fiscal year 2014-2015 budget for the General Fund to provide funding for building improvements to the city property at 2211 South Brahma Blvd. (Director of Finance).**
- 2. Motion to approve resolution authorizing the release of Chapter 59 Funds of the Kingsville Police Department for donation to the Boys & Girls Club of Kingsville (Police Chief).**
- 3. Motion to approve the appointment of Mr. Alonzo Lopez, Jr. to the Civil Service Commission to serve a three (3) year term. (Director of Human Resources).**

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

- 4. Consider authorizing the purchase of a John Deere backhoe for the Water Construction Department via BuyBoard, as per staff recommendation. (Director of Purchasing and Technology).**

Mr. David Mason, Director of Purchasing and Technology, reported that this item is a budgeted capital improvement item for the Water Construction Department. This a very timely purchase as the Kamotsu backhoe is no longer functioning and needs to be replaced so Water Construction may continue with their daily duties. Mason further commented that the best value for the City is a John Deere 310K from Doggett Heavy Machinery Services in Corpus Christi. The backhoe is complete with cab, front counterweight, 24" and 18" buckets, extended hoe arm, 1.13 cu. yd. loader bucket and 48" forks to assist in the unloading and unloading of pipe and other materials. This action will expend \$81,314.49 from account 001-054-600.1-712.00

Mayor Fugate asked how long the City has owned the Kamotsu. Mr. Mason stated that he does not have this information at this time.

Motion made by Commissioner Leubert to authorize this purchase, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pecos, Pena, Garcia, Leubert, Fugate voting "FOR".

5. Consider awarding bid (#15-01) for commercial base limestone to be purchased as needed for the Street Department, as per staff recommendation. (Director of Purchasing and Technology).

Mr. Mason reported that the City advertised for sealed bids on September 28th and October 5, 2014 and proposals were accepted until 1:30 p.m. on October 14, 2014. Only one potential bidder responded that of Vulcan Materials. It is recommended the contract be awarded to Vulcan Materials at their bid price of \$23.00 per ton delivered and \$15.50 picked up per ton at their plant. Our current price is \$22.70 per ton delivered. This action will not, in and of itself, expend any City funds, but rather is to award a contract under Local Government Code 252.021 as the City anticipates spending more than \$50,000 on this commodity in Fiscal Year 2015.

Motion made by Commissioner Pena to approve award bid #15-01 as per staff's recommendation, seconded by Commissioner Leubert and Commissioner Garcia. The motion was passed and approved by the following vote: Pena, Garcia, Leubert, Pecos, Fugate voting "FOR".

6. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Lot 1, Brentwood Subdivision, known as 1106 North Armstrong from R3 Multi-family Residential District to C2 Retail District, amending the comprehensive plan to account for any deviation from the existing comprehensive plan. (Director of Planning and Development Services).

Introduction item.

7. Consider a resolution establishing the City of Kingsville Investment Policy and Investment Strategies, designating the City Manager, Director of Finance, and City Accounting Manager as the authorized city representatives with full authority for investment purposes, and providing for disclosure of financial interest. (Director of Finance).

Mrs. Deborah Balli, Finance Director, reported that this is basic housekeeping by changing names due to position changes in the Finance Department.

Motion made by Commissioner Pena to approve this resolution, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Garcia, Leubert, Pecos, Pena, Fugate voting "FOR".

VII. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:30 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

PUBLIC HEARING(S)

CONSENT AGENDA

AGENDA ITEM #1



Planning Department

TO: Vince Capell, City Manager

FROM: Tom Ginter, Director of Planning & Development Services

SUBJECT: Introduction Rezone Approval Request

DATE: October 20, 2014

Reference is made to a request for approval of a change in zoning of 1 lot addressed at 1106 N. Armstrong. The petitioner is requesting a zoning district change from Multi-Family (R3) to Commercial District (C2) in order to facilitate the development use of this property as a restaurant.

The Planning & Zoning 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.

ORDINANCE #2014-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO LOT 1, BRENTWOOD SUBDIVISION, KNOWN AS 1106 NORTH ARMSTRONG FROM R3 MULTI-FAMILY RESIDENTIAL DISTRICT TO C2 RETAIL 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 Yolanda Zapata, 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, October 22, 2014 during a meeting of the Planning and Zoning Commission, and on Monday, October 27, 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, a majority of the Planning 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:

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Lot 1, Brentwood Subdivision, known as 1106 North Armstrong from R3 Multi-Family Residential District to C2 Retail 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 27th day of October, 2014.

PASSED AND APPROVED on this the 10th day of November, 2014.

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

Staff Report to the PLANNING & ZONING COMMISSION and CITY COMMISSION

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

Request: APPROVAL FOR THE REZONING OF 1106 N ARMSTRONG FROM R-3 TO C-2 FOR THE PURPOSE OF USING THE EXISTING BUILDING FOR COMMERCIAL PURPOSES NAMELY A RESTAURANT.

Petitioner and Agent: Yolanda Zapata, Owner
Date of P&Z Hearing: October 22, 2014

Comprehensive Plan Land Use: Residential

Existing Zoning Classification: R-3 Multi-family Residential

North: R-3 Multi-family Residential and C-2 Retail
East: R-3 Multi-family Residential
South: R3- Multi-family Residential and C-2 Retail
West: Texas A & M University - Kingsville

EXISTING INFRASTRUCTURE

Transportation: Armstrong Avenue

Community Facilities: Services Provided

Capital Improvements: Public Service Improvements, Sanitary Sewer & Storm Water Collection

Fire Station Proximity: Within 2 miles

100 Year Flood Plain: The property is within Flood Zone C

EXHIBITS PRESENTED

- Chapter 15 of the Kingsville Code of Ordinances (present at the meeting)
- City of Kingsville Master Plan (present at the meeting)
- Site Plan
- Application for rezoning

BACKGROUND AND HISTORY

The petitioner is requesting approval for the rezoning of BRENTWOOD, LOT 1 also known as 1106 N. Armstrong from R-3 to C-2. The owner of the property, Yolanda Zapata, would like to house a restaurant in the house at this address. Rezoning the property C-2 would allow this as well as continued use as a multi-family residence. The Javelina zoned C-2, face Armstrong Avenue sits one block north of the subject property. The lots further north along Armstrong to Corral Avenue are also zoned C-2. Going south along Armstrong Avenue from the subject property 60% of the lots between Avenue B and Richard Street are zoned C-2. These properties are a mixture of residential properties and retail establishments including a Subway restaurant, convenience stores and a strip mall.

FIELD INSPECTION AND PERTINENT DATA

A field inspection of the property has shown that the building on the subject property is a multi-family dwelling.

STAFF REVIEW AND RECOMMENDATIONS

In general, the Planning and Zoning Commission considers the following factors when 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 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. 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 not detrimental to public health, safety and welfare.
4. Whether the proposal is not detrimental to existing or potential adjacent land uses.
5. Whether the proposal will not likely generate traffic levels inappropriate, hazardous or detrimental to the existing or potential nearby land uses.

Prepared by: Cynthia Martin
Cynthia Martin, Interim Director of Planning and Development Services

361-228-3486
Ramy

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1106 N. Armstrong Nearest Intersection Armstrong + Ave B
(Proposed) Subdivision Name N/A Lot _____ Block _____
Legal Description: Lot 1, Bentwood Subd, Kingsville TX
Existing Zoning Designation R-3 Future Land Use Plan Designation COMM C-2

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Yolanda Zapata Phone 720-0586
Email Address (for project correspondence only): none
Mailing Address 1923 Rethye Dr City Kingsville State TX Zip 78363
Property Owner Yolanda Zapata Phone 361-720-0586
Email Address (for project correspondence only): none
Mailing Address N/A City _____ State _____ Zip _____

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

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

Relocate Cafe 5
from 634 E. King Ave, Kingsville, Texas
to 1106 N. Armstrong Ave, Kingsville, TX
(across the street from TAMUK).

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: Yolanda Zapata Date: _____

Property Owner(s) Signature: Yolanda Zapata Date: 9-15-14

Accepted by: Jessica Jorck Date: 9-15-14

1- Request Rezone 1106 N. Armstrong (R3)
To C2.

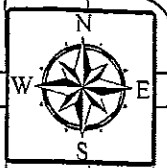
2- Attached

3- Attached

~~4- East R3, To South R3, W. Unvent
To N, R3~~

5- R3

City of Kingsville



Wells

21009

Avenue C

22353

Armstrong

Avenue B

Avenue A

21009

21009

Legend

- Ownership - Jun 2014
- 1106 N. Armstrong
- 200' Radius

Drawn By: Engineering Department

Last Update: 10/2/2014

Note:

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



**CITY OF KINGSVILLE
ENGINEERING DEPARTMENT**

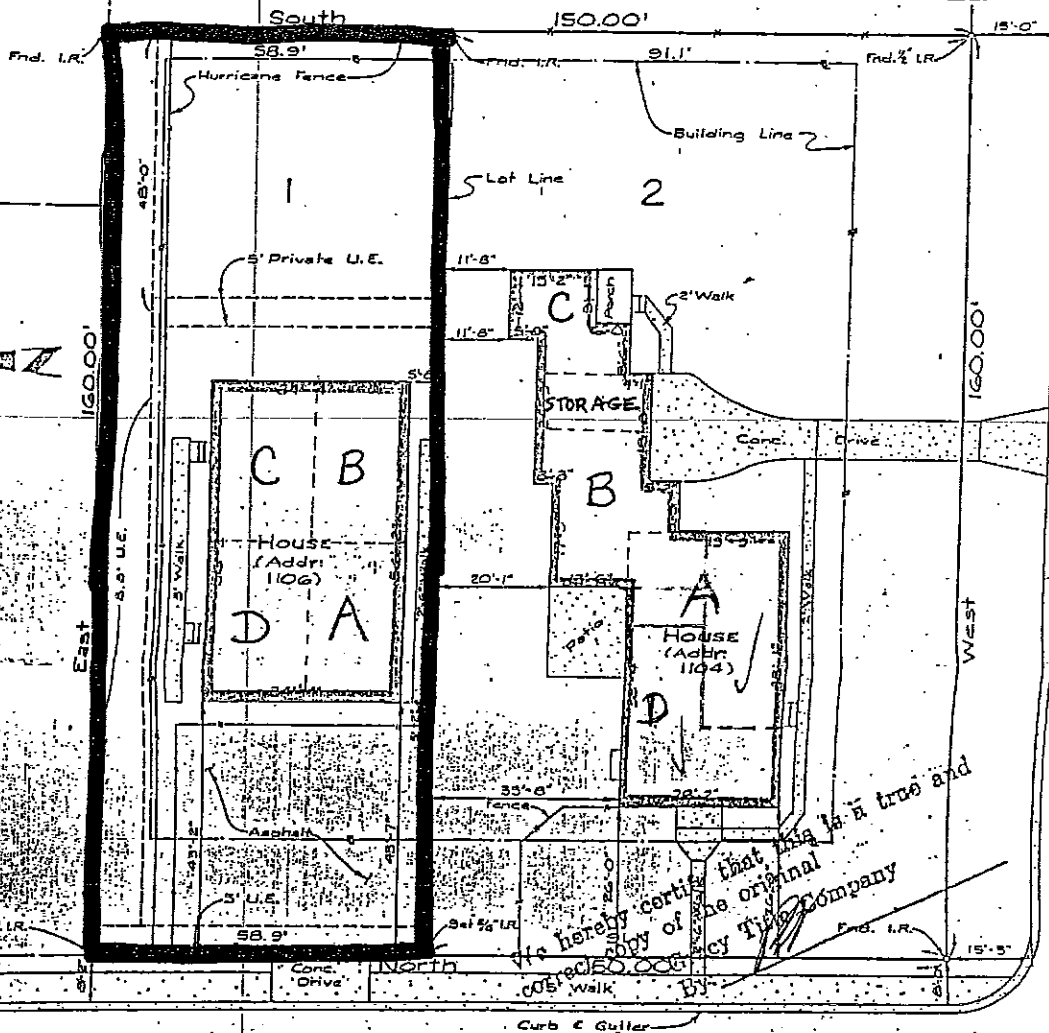
200 E. Kleberg
Kingsville, Texas 78363
Office: 361 595 8005

SURVEY PLAT

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at
 1104 Armstrong
 NO. 1106 Armstrong in the city of Kingsville, Texas, described as follows:

Lot No. 1 and 2, Block No. _____ of BENTWOOD SUBDIVISION
 Addition, according to the _____ plat recorded in Envelope 148
 of the Map Records of Kleberg County, Texas Buyer: Gary S. Bagelman



ARMSTRONG AVE. (60' R.O.W.)

NOTE: Tie is from lot line to foundation of house. House measured from wall to wall.

"TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE TITLE INSURANCE COMPANY RELYING HEREON"

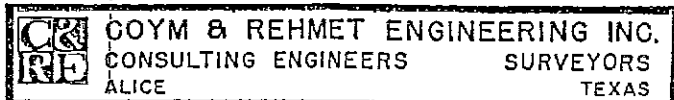
The undersigned does hereby certify that the survey was this day made on the ground of the property locally described hereon, and is correct, and that there are no discrepancies, conflicts, short-ages in area, boundary conflicts, encroachments, overlapping of improvements, easements or right of ways, except as shown hereon and that said property has access to and from a dedicated roadway.

"This is to certify that I have consulted a Federal Insurance Flood Hazard Map and found that the property described herein is _____ (or) is not ☒ located in a special flood hazard area."

Dated: 14th day of February, 19 85.

SIGNED: Pat W. Coym

Scale: 1" = 20'



County Agent's Corner

Private pesticide applicator training set

As temperatures cool down, use of restricted-use or state-limited pesticides typically begin. These pesticides are used to produce an agricultural commodity (cotton, grain, beef, etc.) on:

- Personally owned property;
- Rented property;
- Property owned by his or her employer;
- Property under his or her general control; or
- The property of another person if applied without compensation, other than the trading of personal services between

landowners, typically for brush and weed management strategies. To assist these landowners, the extension office will be providing a private applicator pesticide training.

A private pesticide applicator is defined as someone who uses or supervises the

producers of agricultural commodities. Many of the chemicals available provide effective control, if used properly. However, a pesticide license may be required to purchase and use some of the products. The numerous rules, regulations and laws that govern the sale and use of pesticides can be confusing.

Individuals interested in obtaining a private applicator license must attend a private pesticide applicator training, submit an application with appropriate fee in the Texas Department of Agriculture,

and pass an exam (score of 70 or better). The training is scheduled for Tuesday, Nov. 4, beginning at 8:30 a.m. at the County Extension Office (729 S. Yorkman). Once the three-hour training is complete, individuals will be given instructions on how to schedule their exam and submit their application to the Texas Department of Agriculture.

Anyone interested must come by the Extension Office no later than Oct. 24 to pay (\$50) for the training and study materials.

Chamber welcomes Flourishing Hope Counseling



The Kingsville Chamber of Commerce held a ribbon cutting for Flourishing Hope Counseling on Wednesday, Sept. 24. The counseling service is located in the Chamber of Commerce building at 635 E. King Ave. Angel Hoodye, MSLPC, offers all types of counseling services and looks forward to helping those who she serves. (Submitted item)

Chamber hosts ribbon cutting for Javelina Station



The Kingsville Chamber of Commerce held a ribbon cutting on Tuesday, Sept. 23, for Javelina Station Student Housing located at 1300 W. Corral. The newly remodeled facility is for Texas A&M University-Kingsville students and staff to live. Jacob Gutierrez and Genesis Urban welcomed those in attendance and gave them a tour of the facility. (Submitted item)

Clements speaks at state dental conference



Dr. Charles Clements, a local dentist practicing in Kingsville for more than 37 years, was recently a clinical speaker for the Texas Academy of General Dentistry Annual Meeting in Austin. Clements spoke on the many advantages of using lasers in the modern dental practice. The annual LoneStar Dental Meeting fosters continuing education for dentists as well as honoring the Texas Dentist of the Year. Clements, a master in the academy of general dentistry, lives with his wife and two dogs in Loyola Beach. Clements (far right) is pictured with fellow speakers and AGD officials in Austin. (Submitted item)

Food inspection scores released

Staff Report

Food Service inspections are conducted on a quarterly schedule per year based on the risk category to insure compliance with the Texas Food Service Establishment Regulations and local food sanitation ordinances. Risk levels include low, moderate and high risk. Establishment scoring is based on a demerit system, as per the Texas Food Establishment Rules. There are two types of violations. Critical violations are five and four point-demerits per violation and non-critical violations are three point demerit violations.

Critical violations are improper practices and actions that directly contribute to food contamination and temperature abuse that may pose a potential risk to the public health, resulting in food borne illness. Critical violations must be corrected immediately or as directed by the Health Department.

Non-critical violations are unacceptable practices that normally relate to the physical condition of an establishment, including equipment, cleaning and storage. Non-critical violations must be corrected before the next routine inspection or as directed by the Health Department.

Violations must be corrected before the next routine inspection or as directed by the Health Department.

- A & J Food Mart-100
- Dave's Quick Stop-100
- Subway/Beahma-100
- Sunny Market-100
- 4 Breeze Drive Thru-100
- Donut Palace-96
- Kentucky Fried Chicken-94
- Stop & Shop-93
- Superette Food Mart-93
- Comfort Inn-88
- Star's Drive Thru-87
- Wendy's-87
- Kingsville Food Mart-86
- Mike's Stop & Shop-85

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 22, 2014 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

ITEM #1 - Yolanda Zapata, Owner - Requesting the rezone of Bentwood Lot 1, also known as 1106 N. Armstrong rezoned from (R3) Multi-Family District to (C2) Retail District.

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

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, October 27, 2014 at 6:00 p.m. wherein the City Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

ITEM #1 - Yolanda Zapata, Owner - Requesting the rezone of Bentwood Lot 1, also known as 1106 N. Armstrong rezoned from (R3) Multi-Family District to (C2) Retail District.

The meeting will be held at City Hall, 200 East Kleberg, in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

Blake Fulenwider Dodge Chrysler Jeep welcomes

Raul Falcon Jr.

With over 10 years experience, Raul is committed to deliver sales and service that exceeds your expectations.

Blake Fulenwider



(361) 516-0011

(361) 720-0007 CELL

2151 N. Hwy 77 Kingsville

www.blakekingsvilledodge.com

AGENDA ITEM #2

**KINGSVILLE POLICE DEPARTMENT
INTER-DEPARTMENTAL MEMORANDUM**

October 30, 2014

TO : Vincent J. Capell, City Manager

FROM : Ricardo Torres, Chief of Police

SUBJECT : Request for Confirmation of Appointments to Police Reserve Force

As per the City of Kingsville Code of Ordinances and with particularity Part 2 Code of Ordinances, Chapter III Administration, Article 4 Police Department, Section 3 Police Reserve Force the Chief of Police shall appoint the members of the reserve force from a list of eligibles compiled as provided.

The two applicants Amanda E. Cavazos and Monica Salinas have met the eligibility requirements and qualifications as set forth in City of Kingsville Code of Ordinances and with particularity Part 2 Code of Ordinances, Chapter III Administration, Article 4 Police Department, Section 3 Police Reserve Force 4-23

- A. All of the applicants are at least 21 years old at the time of appointment.
- B. All of the applicants have graduated from high school or attained a GED certificate
- C. All possess a valid Texas Driver's license
- D. All are citizens of the United States
- E. All are licensed as peace officers to the Texas Commission on Law Enforcement.

I have submitted their resumes for review and request the City of Kingsville's City Commission to approve their appointment to the Police Reserve Force.

Please place this item on the next available City Commission Agenda for consideration. Thank you for your assistance regarding this matter.



CITY OF KINGSVILLE
APPLICATION FOR EMPLOYMENT

We offer equal employment opportunities to all persons without regard to race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status.

GENERAL	Last Name	First	Middle	Home Phone
	CAVAZOS	Amador	E	[REDACTED]
	Street Address, City, State, Zip			Cell Phone
	[REDACTED] Corpus Christi, TX 78413			[REDACTED]
	Email Address: [REDACTED]			
	Are you over the age of 18?			Will you work overtime?
	<input checked="" type="radio"/> Yes <input type="radio"/> No			<input checked="" type="radio"/> Yes <input type="radio"/> No
	Do you have the legal right to work in the U. S.?			Rate of pay expected
	<input checked="" type="radio"/> Yes <input type="radio"/> No			
	Are you currently employed?			Type of Employment
<input checked="" type="radio"/> Yes <input type="radio"/> No			<input checked="" type="checkbox"/> Full <input type="checkbox"/> Part-Time <input type="checkbox"/> Temp.	
Part-time: Leave days available: M T W T H F S Su Hours available: From: Any To: Any				
Applying For: Job No. _____ Job Title: POLICE OFFICER				
Job No. _____ Job Title: _____				
Job No. _____ Job Title: _____				
Current DL Number/State: [REDACTED] TX				
Commercial DL: <input checked="" type="radio"/> Yes (Type: _____) <input type="radio"/> No				

EDUCATION	School	Name	Course of Study	# of Years Completed	Did you graduate?	Degree/Or Diploma
		Location (City, State)				
	College	ACADEMY DEL MAR RES. POLICE CORPUS CHRISTI, TX	BASIC POLICE OFFICER	4 months	YES	BASIC POLICE OFFICER
	High School	BISHOP HIGH SCHOOL BISHOP, TX		4 YEARS	YES	Check One: Diploma <input checked="" type="checkbox"/> GED <input type="checkbox"/>
**Level of Education verified						

BACKGROUND	Have you applied for a job with the City before? <input type="radio"/> Yes <input checked="" type="radio"/> No
	If so, when? Month/Year _____ Location/Dept: _____
	Have you ever worked for the City before? <input type="radio"/> Yes <input checked="" type="radio"/> No
	If so, when? Month/Year _____ Location/Dept: _____
	Have you ever been convicted of or pled guilty or "no contest" to a felony in the past ten (10) years?
	<input type="radio"/> Yes <input checked="" type="radio"/> No If so, state offense, court date, and place where conviction occurred.
	Have you been convicted of traffic violations in the past three (3) years? <input type="radio"/> Yes <input checked="" type="radio"/> No
	If yes, describe in full.
	Note: Conviction of a felony may not automatically disqualify an applicant for employment.
	State the name of relatives working for the City. Specify their relationship and department in which they work.
LIEUTENANT JULIAN CAVAZOS.	

Start with most recent or present employer and complete in full. Include full and part-time employment.

E M P L O Y M E N T H I S T O R Y	Current/Prior Employer	Telephone Number
	WHELAN SECURITY	830-822-1303
	Address, City, State, Zip	Employed (Month/Year)
	1699 S. HANDLEY RD. STE. 350, St. LOUIS, MO 63144	From: 11/13/13 To: CURRENT
	Immediate Supervisor:	Hourly Pay
SHAWN FARLEY	Start: \$10.00/hr Last: SAME	
State Job Title and Duties:	Reason for leaving:	
MONITOR & AUTHORIZED ENTRANCE & DEPARTURES OF EMPLOYEES, VISITORS & OTHER PERSONS TO GUARD AGAINST BREACH OF SECURITY.	STILL EMPLOYED	
	May we contact this employer?	
	<input checked="" type="radio"/> Yes <input type="radio"/> No	

E M P L O Y M E N T H I S T O R Y	Prior Employer	Telephone Number
	BEST Buy	361-857-8300
	Address, City, State, Zip	Employed (Month/Year)
	4717 S. PADRE IS. DR., CORPUS CHRISTI, TX 78411	From: 10/1/13 To: 12/31/13
	Immediate Supervisor:	Hourly Pay
MELINDA AGUIRRE	Start: \$10.00/hr Last: SAME	
State Job Title and Duties:	Reason for leaving:	
PROVIDED SOLUTIONS FOR CUSTOMER COMPLAINTS & COMMUNICATED WITH CUSTOMERS TO ACHIEVE A PROBLEM RESOLUTION.	SEASONAL POSITION	
	May we contact this employer?	
	<input type="radio"/> Yes <input type="radio"/> No	

E M P L O Y M E N T H I S T O R Y	Prior Employer	Telephone Number
	LEGACY HOME HEALTH	361-855-0848
	Address, City, State, Zip	Employed (Month/Year)
	5433 S. STABLES CORPUS CHRISTI, TX 78411	From: 03/2009 To: 9/2013
	Immediate Supervisor:	Hourly Pay
MARISOL FERNANDEZ	Start: \$8.00/hr Last: SALARY \$21,000/yr. ←	
State Job Title and Duties:	Reason for leaving:	
MANAGED DAILY PLANNING, COORDINATION, & SUPERVISION OF OFFICE SUPPORT STAFF, EFFECTIVELY ENSURING STRINGENT COMPLIANCE WITH RULES & REGULATIONS	I COULD NO LONGER WORK FOR THE COMPANY.	
	May we contact this employer?	
	<input checked="" type="radio"/> Yes <input type="radio"/> No	

E M P L O Y M E N T H I S T O R Y	Prior Employer	Telephone Number
	Bose	469-232-9558
	Address, City, State, Zip	Employed (Month/Year)
	75225	From: 02/2007 To: 02/2009
	8687 North Central Expressway, Dallas, TX	
Immediate Supervisor:	Hourly Pay	
Tina Douglas	Start: \$10.00/hr Last: SAME	
State Job Title and Duties:	Reason for leaving:	
Provided customer service to customers on sales floor, performed all duties for product displays. Earned top sales for the store for several months.	Relocated back to Corpus Christi, TX.	
	May we contact this employer?	
	<input type="radio"/> Yes <input type="radio"/> No	

E M P L O Y M E N T H I S T O R Y	Prior Employer	Telephone Number
	Express	214-245-6858
	Address, City, State, Zip	Employed (Month/Year)
	1020 North Park Center Dallas TX 75205	From: 12/2004 To: 04/2007
	Immediate Supervisor:	Hourly Pay
Current Supervisor Record would not give last name.	Start: \$8.00/hr Last: SAME	
State Job Title and Duties:	Reason for leaving:	
Provided customer service & worked closely with customers to resolve complaints & maintain satisfaction.	Left for full time position held at Bose.	
	May we contact this employer?	
	<input checked="" type="radio"/> Yes <input type="radio"/> No	

E M P L O Y M E N T H I S T O R Y	Prior Employer	Telephone Number
	Marble Slab Creamery	361-993-2202
	Address, City, State, Zip	Employed (Month/Year)
	78413	From: 02/2006 To: 12/2006
	5521 Sargentoga Blvd #130, Corpus Christi, TX	
Immediate Supervisor:	Hourly Pay	
Faye Rosenstam	Start: \$8.00/hr Last: SAME	
State Job Title and Duties:	Reason for leaving:	
Responsible for daily store preparation, involved with assembling customer orders & provided customer service.	Relocated to Dallas, TX.	
	May we contact this employer?	
	<input type="radio"/> Yes <input type="radio"/> No	

SPECIAL TRAINING OR SKILLS

Provide any additional information such as special skills, training, military experience (include dates of active duty), management experience, equipment operation, or qualifications you feel will be helpful to us in considering your application.

PERSONAL REFERENCES

(Do not list relatives or former employers)

Name MICHAEL CHAVARRA		Telephone Number (361) 228-2233	
Address 513 E SHELTON	City KINGSVILLE	State TX	Zip 78363
Name ANGELITA CANTA		Telephone Number (512) 708-0065	
Address 10101 WEST FARMER	City APT 414 AUSTIN	State TX	Zip 78717
Name HILDA P. SAENZ		Telephone Number (361) 876-6345	
Address	City	State	Zip

PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY AND INDICATE YOUR UNDERSTANDING AND ACCEPTANCE BY SIGNING THE SPACE PROVIDED

1. I certify that all the information provided by me in connection with my application, whether on this document or not, is true and complete, and I understand that any misstatement, falsification, or omission of information may be grounds for refusal to hire or, if hired, termination.
2. I understand that as a condition of employment, I will be required to provide legal proof of authorization to work in the United States.
3. I understand that the City of Kingsville will check criminal history with a third party on every applicant for employment.
4. I authorize any person or organization referenced in this application to give you any and all information concerning my previous employment, education, or any other information they might have, personal or otherwise, with regard to any of the subjects covered by this application, and I release all such parties from all liability from any damages which may result from furnishing such information to you.

This waiver and release does not include or cover confidential medical information or information relating to work-related injuries that may be contained in my employment and/or personnel files.

THIS APPLICATION MUST BE SIGNED

SIGN
HERE:

And 203
Signature -- Applicant

10-14-14
Date

AMANDA E CAVAZOS

[CORPUS CHRISTI, TX 78413]

OBJECTIVE

To obtain a Law Enforcement Officer position, so that my education, training, skills, and qualifications can contribute to improving the quality of life in the community I will serve.

SKILLS PROFILE

- Highly motivated to begin and achieve employment objectives in law enforcement.
- Rule-orientated, fair, and disciplined in giving or carrying out orders.
- Dedicated, focused, and diligent in executing and maintaining the highest level of abilities to reach all planned objectives, goals, and challenges.
- Creative thinking, problem solving, and consistently striving to improve performance.
- Dedication to improving performance, self-reliance, and resourcefulness.
- Face Problems with confidence and assurance.

EMPLOYMENT HISTORY

Security Officer

11/13/2013 -- Current

Whelan Security for ADM Grain, Corpus Christi, TX

- Monitor and authorize entrance and departure of employees, visitors, and other persons to guard against breaches of security.
- Write reports of daily activities, irregularities, and unusual occurrences.
- Perform MARSSEC vehicle searches for all plant facility safety.

Customer Service Representative

10/19/2013 -- 12/31/2013

Best Buy, Corpus Christi, TX

- Communicated with customers to achieve problem resolutions.
- Provided solutions for customer complaints.
- Engaged in store training to keep fully informed of product and technologies.

Assistant Operations Manager

3/10/2009 -- 9/26/2013

Legacy Home Health Agency, Corpus Christi, TX

- Manage the daily planning, coordination, and supervision of up to 15 office support staff, effectively ensuring stringent compliance with rules and regulations.
- Provide support and act as a resource for support systems including, but not limited to, intake, scheduling, coding, insurance authorizations, billing, and support systems for 3 branch offices.
- Demonstrate an ability to work in highly stressful or emergency situation with high level of concentration and composure.

Sales Associate

2/1/2007 -- 2/28/2009

Bose Dallas, TX

- Interacted daily with customers on the sales floor, earning top sales for several months.
- Performed all duties related to product displays on sales floor, including remounting and wiring floor sets.
- Trained on products and product technologies, allowing flexibility to keep up with changes in technologies.

EDUCATION

DEL MAR REGIONAL POLICE ACADEMY

- BASIC PEACE OFFICER LICENSE
- Graduated Valedictorian

05/27/2014--10/03/2014

TEXAS A&M UNIVERSITY-KINGSVILLE

- BACHELORS IN ELECTRICAL ENGINEERING

- Graduated Cum Laude GPA 3.46
- President of Tau Beta Pi, May 2004-2005 (Engineering Honor Society)
- Initiated into Tau Beta Pi, Spring 2003 (Engineering Honors Society)
- Initiated into Alpha Chi, Spring 2003 (University Honors Society)
- Initiated into Eta Kappa Nu, Spring 2003 (Electrical Engineering Honors Society)

08/01/2000--05/06/2005

COMMUNITY SERVICES

- Raised over \$200 for Breast Cancer Awareness.
- Supported the State Employees Charitable Campaign both with ticket sales and rummage sales for 2010, 2011, 2012, and currently helping with 2014 campaign.
- Volunteer at church fundraisers.

PERSONAL PROFILE

- People-oriented: Enjoy working and being with people.
- Self-motivated: Motivated to do or achieve, driven by own desire.
- Efficient: Competent, capable, and able to get results.
- Flexible: Manageable, adaptable, and versatile.
- Adaptable: Able to adapt to surrounding, and adjust accordingly.
- Cooperative: Work well with others.

SKILLS

- Able to speak, read, and write Spanish.
- Computer: MS Word, PowerPoint, Excel, Outlook, Internet Research, & Allscripts.
- Excellent communication and organizational skills.

REFERENCES

- Available upon request.
-



CITY OF KINGSVILLE
APPLICATION FOR EMPLOYMENT

We offer equal employment opportunities to all persons without regard to race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status.

G E N E R A L	Last Name Salinas	First Monica	Middle N/A	Home Phone N/A
	Street Address, City, State, Zip Kingsville, Tx 78363			Cell Phone
	Email Address:			
	Are you over the age of 18? <input checked="" type="radio"/> Yes <input type="radio"/> No			Will you work overtime? <input checked="" type="radio"/> Yes <input type="radio"/> No
	Do you have the legal right to work in the U. S.? <input checked="" type="radio"/> Yes <input type="radio"/> No			Rate of pay expected N/A
	Are you currently employed? <input type="radio"/> Yes <input checked="" type="radio"/> No			Type of Employment <input checked="" type="checkbox"/> Full <input type="checkbox"/> Part-Time <input type="checkbox"/> Temp.
	Part-time: Leave days available: M T W T H F S Su Hours available: From: To:			
	Applying For: Job No. Job Title: Reserve Police Officer			
	Job No. Job Title:			
	Job No. Job Title:			
Current DL Number/State: 15803433 / Texas				
Commercial DL: <input type="radio"/> Yes (Type) <input checked="" type="radio"/> No				

E D U C A T I O N	School	Name Location (City, State)	Course of Study	# of Years Completed	Did you graduate?	Degree/ Or Diploma
	College	Delmar Police Ac. Comps chnst. TX	Basic Peace Officer	4 months	yes	Basic Peace Officer
	High School	A. Cabones Beaville, TX 78102	N/A	N/A	yes	Check One: Diploma <input checked="" type="radio"/> GED <input type="radio"/>
**Level of Education verified						

B A C K G R O U N D	Have you applied for a job with the City before? <input checked="" type="radio"/> Yes <input type="radio"/> No	
	If so, when? Month/Year May / 2014	Location/Dept: Kingsville Police Department
	Have you ever worked for the City before? <input type="radio"/> Yes <input checked="" type="radio"/> No	
	If so, when? Month/Year F	Location/Dept:
	Have you ever been convicted of or pled guilty or "no contest" to a felony in the past ten (10) years? <input type="radio"/> Yes <input checked="" type="radio"/> No If so, state offense, court date, and place where conviction occurred.	
Have you been convicted of traffic violations in the past three (3) years? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, describe in full.		
Note: Conviction of a felony may not automatically disqualify an applicant for employment.		
State the name of relatives working for the City. Specify their relationship and department in which they work.		
N/A		

Start with most recent or present employer and complete in full. Include full and part-time employment.

E M P L O Y M E N T H I S T O R Y	Current/Prior Employer	Telephone Number
	Unemployment	N/A
	Address, City, State, Zip	Employed (Month/Year) From: To:
	N/A	
	Immediate Supervisor:	Hourly Pay Start: Last:
	State Job Title and Duties:	Reason for leaving:
		May we contact this employer? <input type="radio"/> Yes <input type="radio"/> No

E M P L O Y M E N T H I S T O R Y	Prior Employer	Telephone Number
	Kleberg Co Sheriffs Office	361-595-8500
	Address, City, State, Zip	Employed (Month/Year) From: 03/22/12 To: 04/26/2014
	1500 E. King Kingsville, Tx 78363	
	Immediate Supervisor:	Hourly Pay Start: 11.89 Last: 12.09
	Captian Castillo	
	State Job Title and Duties:	Reason for leaving:
	Jail Division, Supervision of inmates, trasport inmate to court, AIWP program, Commissary Officer, Sert Team Member, In charge of Property..	Continue Education
		May we contact this employer? <input checked="" type="radio"/> Yes <input type="radio"/> No

E M P L O Y M E N T H I S T O R Y	Prior Employer	Telephone Number
	LCS	361-767-3400
	Address, City, State, Zip	Employed (Month/Year) From: 08/2009 To: 10/2009
	4909 Farm Market Road 2826	
	Immediate Supervisor:	Hourly Pay Start: 11.50 Last: 11.50
	Unknown	
	State Job Title and Duties:	Reason for leaving:
	Corrections Officer ,Supervise of inmates	Loss of Trasportation
		May we contact this employer? <input checked="" type="radio"/> Yes <input type="radio"/> No

E M P L O Y M E N T H I S T O R Y	Prior Employer	Telephone Number
	Raytheon	361-348-2712
	Address, City, State, Zip	Employed (Month/Year) From: 02/2002 To: 1/2005
	N Hwy 281 Premont,tx 78375	
	Immediate Supervisor:	Hourly Pay Start: 10.00 Last: 10.00
	Ike	
	State Job Title and Duties:	Reason for leaving:
	Janitor/Ground Maintenance ...Maintain Building Cleaning,Maintain Grass around Building	Attend School
		May we contact this employer? <input checked="" type="radio"/> Yes <input type="radio"/> No

E M P L O Y M E N T H I S T O R Y	Prior Employer	Telephone Number
	Address, City, State, Zip	Employed (Month/Year) From: To:
	Immediate Supervisor:	Hourly Pay Start: Last:
	State Job Title and Duties:	Reason for leaving:
		May we contact this employer? <input type="radio"/> Yes <input type="radio"/> No

E M P L O Y M E N T H I S T O R Y	Prior Employer	Telephone Number
	Address, City, State, Zip	Employed (Month/Year) From: To:
	Immediate Supervisor:	Hourly Pay Start: Last:
	State Job Title and Duties:	Reason for leaving:
		May we contact this employer? <input type="radio"/> Yes <input type="radio"/> No

SPECIAL TRAINING OR SKILLS

Provide any additional information such as special skills, training, military experience (include dates of active duty), management experience, equipment operation, or qualifications you feel will be helpful to us in considering your application.

PERSONAL REFERENCES

(Do not list relatives or former employers)

Name Sandy Galindo		Telephone Number (361) 522-3208	
Address 327 E. Miller	City Kingsville	State Texas	Zip 78363
Name Michael Chavana		Telephone Number (361) 228-2233	
Address 513 E. Shelton	City Kingsville	State Texas	Zip 78363
Name Amanda Cavazos		Telephone Number (361) 459-9522	
Address 4758 Cedar Pass Apt. E	City Corpus Christi	State Texas	Zip 78413

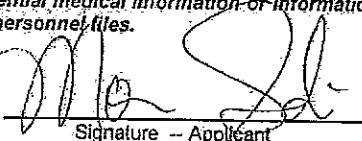
PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY AND INDICATE YOUR UNDERSTANDING AND ACCEPTANCE BY SIGNING THE SPACE PROVIDED

1. I certify that all the information provided by me in connection with my application, whether on this document or not, is true and complete, and I understand that any misstatement, falsification, or omission of information may be grounds for refusal to hire or, if hired, termination.
2. I understand that as a condition of employment, I will be required to provide legal proof of authorization to work in the United States.
3. I understand that the City of Kingsville will check criminal history with a third party on every applicant for employment.
4. I authorize any person or organization referenced in this application to give you any and all information concerning my previous employment, education, or any other information they might have, personal or otherwise, with regard to any of the subjects covered by this application, and I release all such parties from all liability from any damages which may result from furnishing such information to you.

This waiver and release does not include or cover confidential medical information or information relating to work-related injuries that may be contained in my employment and/or personnel files.

THIS APPLICATION MUST BE SIGNED

SIGN
HERE:


Signature -- Applicant

Date

MONICA SALINAS

[REDACTED] Kingsville, TX 78363 [REDACTED]

WORK EXPERIENCE

Kleberg County Sheriff Office , Kingsville, Tx

Jailer : March 2012 thru April 2014

LCS Corrections , Robstown,Tx

Correctional Officer : August 2009 thru October 2009

Kleberg County Sheriff Office , Kingsville, TX

Jailer : October 2008 thru August 2009

Kleberg County Sheriff Office, Kingsville, Tx

Jailer : October 2007 thru February 2008

Raytheon Tec. Services, Premont, Tx

Janitor/ Grounds Keeper : February 2002 thru January 2005

Education

A.C. Jones High School ,Beeville,Tx – Graduated 1993

CBC, Kingsville,Tx Attended 2002 completed 27 hours (Criminal Justice)

Delmar Police Academy – Graduated 2014 (Basic Peace Officer)

PERSONAL REFERENCES

Michael Chavana – (361) 228-2233

513 E. Shelton

Kingsville, Tx

Sandy Galindo- (361) 522- 3208

327 E. Miller

Kingsville, Tx 78363

Amanda Cavazos – (361) [REDACTED]

[REDACTED]

Corpus Christi , Tx

REGULAR AGENDA

AGENDA ITEM #3

RESOLUTION #2014-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A GROUND LEASE AGREEMENT BY AND BETWEEN THE KING HIGH HISTORICAL FOUNDATION AND THE CITY OF KINGSVILLE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the King High Historical Foundation is currently working to preserve the old H. M. King High School building built in 1909 and located at Kleberg Avenue and North 3rd Street here within the city limits of the City of Kingsville; and,

WHEREAS, the King High Historical Foundation has begun to improvement to the building so that it could be used as a new City Hall, while preserving its historical features and history for years to come; and,

WHEREAS, the old H. M. King High School is located in the Historical District of Kingsville and would be a critical asset to the revitalization of the downtown area; and,

WHEREAS, the City has previously committed in 2012 via resolution to: (1) a contribution of \$2 million toward the restoration project, (2) a long term lease for the building that is the subject of the restoration project, and (3) a commitment from the City to maintain the building that is the subject of the restoration project upon commencement of and for the duration of the lease,

WHEREAS, the King High Historical Foundation and the City have negotiated a long term lease of the building.

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 Ground Lease Agreement by and between the King High Historical Foundation and the City of 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
10th day of November, 2014.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

GROUND LEASE AGREEMENT

by and between

**KING HIGH HISTORICAL FOUNDATION
as Landlord**

and

**THE CITY OF KINGSVILLE
as Tenant**

dated _____, 201__

Kleberg County, Texas

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EXHIBITS:

- Exhibit A – Legal Description
- Exhibit B – Memorandum of Lease Form
- Exhibit C - Agreement dated December 11, 2008
- Exhibit D - Gift Deed dated December 4, 2009
- Exhibit E - Budget

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease"), dated as of _____, 201____, is by and between KING HIGH HISTORICAL FOUNDATION, a Texas non-profit corporation ("Landlord") and THE CITY OF KINGSVILLE, a Home Rule Municipal Corporation located in Kleberg County, Texas ("Tenant"). For valuable consideration the parties agree and act as follows:

1. Definitions. The following terms have the meanings set forth below:

(a) Delivery Date. The date upon which Landlord delivers exclusive possession of the Leased Premises to Tenant in accordance with Section 4 below.

(b) Effective Date. The date this Lease is signed by both Landlord and Tenant as reflected on the signature page hereof.

(c) Leased Premises. That certain parcel of real property comprising approximately 3.45 acres of land, situated in Kleberg County, Texas, and depicted on the Legal Description attached hereto as Exhibit A, together with any and all improvements, fixtures, personal property and equipment now or hereafter situated thereon, and any and all appurtenances, easements and privileges pertaining thereto.

(d) Permitees. All partners, officers, directors, employees, agents, contractors, customers, visitors and invitees of Tenant at the Leased Premises.

(e) Permitted Exceptions. All validly existing easements, rights of way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Landlord, and other instruments, other than conveyances of the surface fee estate, that affect the Leased Premises.

(f) Property Taxes. All real estate taxes, assessments, improvements or benefits, water, sewer or other rents, occupancy taxes, management district taxes and assessments, and other impositions and charges of every kind and nature whatsoever, whether general or special, foreseen or unforeseen (including all interest and penalties thereon), which at any time during the Term may be levied, assessed, imposed, become due and payable or create liens upon, or arise in connection with the Leased Premises.

2. Demise.

(a) Demise. Landlord hereby leases to Tenant and Tenant accepts from Landlord under the terms, provisions and conditions of this Lease the Leased Premises commencing on the Effective Date hereof and continuing until the expiration of the Term as hereinafter provided.

(b) Term. The primary term ("Primary Term") of this Lease shall commence as of the Effective Date hereof, and shall expire on the last day of the twenty-fifth (25th) full year

following the Delivery Date. The Primary Term and any extension thereof pursuant to Section 2(c) below is hereinafter referred to as the "Term".

(c) Options. Tenant shall have the right to extend the Term for up to two (2) additional ten (10) year periods (each an "Option Period") upon the same terms, conditions and provisions set out herein for the Primary Term. Each Option Period shall be deemed to be automatically exercised by Tenant unless Tenant gives Landlord written notice that Tenant will not extend the Term, such notice to be given at least one hundred eighty (180) days prior to the expiration of the Primary Term with respect to the first Option Period, and at least one hundred eighty (180) days prior to the expiration of the first Option Period then in effect with respect to the successive Option Period thereafter.

(d) Quiet Enjoyment. Upon Tenant's payment of all rent hereunder and observance and performance of all of the covenants, terms and conditions to be observed and performed by Tenant pursuant to this Lease, Tenant shall have throughout the Term the peaceful, quiet and undisturbed use and possession of the Leased Premises and all rights and privileges pertaining thereto, subject to the terms, conditions and provisions of this Lease.

(e) Landlord's Title. Landlord covenants, represents and warrants to Tenant as follows, to the current actual knowledge of Landlord with no duty to make investigations or inquiries:

(1) Title. Landlord hereby represents and warrants that it owns good and indefeasible fee simple title in and to the Leased Premises, subject only to the Permitted Exceptions. This Lease shall not be recorded; however, to establish the status of Landlord's title and to establish the priority of Tenant's Lease as a condition of title, Landlord and Tenant shall execute a Memorandum of this Lease in the form attached hereto as Exhibit B which may be recorded by Tenant at any time on or after the Effective Date. The Legal Description shall be used as the legal description in such Memorandum.

(2) No Mortgages or Liens. The Leased Premises are at this time and will at the time of the recording of the Memorandum of Lease be free from liens except those reflected in the Permitted Exceptions.

(3) No Actions. There are no actions, suits or proceedings pending or to Landlord's actual knowledge without any duty of inquiry, threatened against Landlord or otherwise affecting any portion of the Leased Premises, at law or in equity, or before any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(4) Authority. The execution and consummation of this Lease by Landlord has been duly authorized and does not result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, agreement (including, but not limited to, that certain Agreement dated December 11, 2008, by and between the Board of Trustees of the Kingsville Independent School District and Landlord attached hereto as Exhibit C), instrument or obligation to which Landlord is a party or by which the Leased Premises or any portion thereof is bound, including, but not limited to those certain restrictions, reservations and

covenants as set forth in Gift Deed, dated December 4, 2009, from the Board of Trustees of the Kingsville Independent School District, as Grantor, to King High Historical Foundation, as Grantee, recorded under Volume 425, Page 911, Official Public Records of Kleberg County, Texas, attached hereto as Exhibit D (the "Gift Deed").

(5) Condemnation. To Landlord's actual knowledge without any duty of inquiry, there are no pending or threatened condemnation or similar proceedings affecting the Leased Premises.

(6) Leases. No leases or occupancy agreements affect the Leased Premises.

3. Rent. Tenant shall pay Landlord the amount of One and No/100 Dollars (\$1.00) and other good and valuable consideration due on the Effective Date.

4. Delivery; Improvements, Additions and Repairs; Signage.

(a) Delivery of Leased Premises. Landlord shall deliver possession of the Leased Premises to Tenant immediately upon the completion of renovations and issuance of a certificate of occupancy, subject only to the Permitted Exceptions. Landlord and Tenant expressly acknowledge and agree, as a material part of the consideration for Landlord entering into this Lease with Tenant, that (i) Landlord has made no representations or warranties to Tenant as to the condition of the Leased Premises, either express or implied, except as specifically set forth in this Lease, (ii) Landlord and Tenant expressly disclaim any implied warranty as to the habitability, fitness or suitability of the Premises for Tenant's intended commercial purpose, (iii) Tenant's obligation to pay Rent hereunder is not dependent upon the condition of the Leased Premises or the performance by Landlord of its obligations hereunder.

(b) Acceptance of Premises on an "AS IS, WHERE IS" Basis. TENANT ACKNOWLEDGES AND AGREES, EXCEPT AS EXPRESSLY PROVIDED IN THIS LEASE:

(1) THAT NEITHER LANDLORD NOR ANY AFFILIATE OR RELATED PARTY OF LANDLORD MAKES OR HAS MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING (i) THE PHYSICAL CONDITION OF THE PREMISES (INCLUDING THE GEOLOGY OR THE CONDITION OF THE SOILS OR OF ANY AQUIFER UNDERLYING THE SAME AND ANY ARCHEOLOGICAL OR HISTORICAL ASPECT OF THE SAME), (ii) THE SUITABILITY OF THE PREMISES OR ITS FITNESS FOR A PARTICULAR PURPOSE AS TO ANY USES OR ACTIVITIES WHICH TENANT MAY MAKE THEREOF OR CONDUCT THEREON AT ANY TIME DURING THE LEASE TERM, (iii) THE LAND USE REGULATIONS APPLICABLE TO THE PREMISES OR THE COMPLIANCE THEREOF WITH ANY GOVERNMENTAL RULES, (iv) THE FEASIBILITY OF THE PROJECT OR THE PROJECT IMPROVEMENTS WORK OR ANY ADDITIONAL WORK, (v) THE EXISTENCE OF ANY CONTAMINATED MATERIALS OR ENVIRONMENTAL CLAIMS, (vi) THE CONSTRUCTION OF ANY IMPROVEMENTS ON THE PREMISES OR (vii) ANY OTHER

MATTER RELATING TO ANY IMPROVEMENTS AT ANY TIME CONSTRUCTED OR TO BE CONSTRUCTED THEREON;

(2) THAT NO REVIEW, APPROVAL OR OTHER ACTION BY LANDLORD UNDER THIS LEASE SHALL BE DEEMED OR CONSTRUED TO BE SUCH A REPRESENTATION OR WARRANTY;

(3) THAT TENANT HAS BEEN AFFORDED FULL OPPORTUNITY TO INSPECT, AND TENANT HAS INSPECTED AND HAS HAD FULL OPPORTUNITY TO BECOME FAMILIAR WITH, THE CONDITION OF THE PREMISES, THE BOUNDARIES THEREOF, ALL LAND USE REGULATIONS APPLICABLE THERETO AND OTHER MATTERS RELATING TO THE DEVELOPMENT THEREOF; AND

(4) THAT TENANT ACCEPTS, ON AN "AS IS, WHERE IS" BASIS, THE LEASED PREMISES IN THE CONDITION IN WHICH THEY EXIST ON THE EFFECTIVE DATE

(c) Alterations and Improvements. Beginning on the Delivery Date, Tenant shall have the right, at Tenant's sole cost and expense, to renovate any and all existing improvements as may be situated on the Leased Premises from time to time, including but not limited to, buildings, parking areas, drives, landscaping, signage and lighting (collectively, the "Tenant's Improvements") for Tenant's use of the Leased Premises, subject to consultation with Landlord's point of contact set forth in Section 12(a) herein. All Tenant's Improvements and landscaping on the Leased Premises shall comply with any local government development standards or zoning, including those of the City of Kingsville and Kleberg County.

(1) Construction Standards. All of Tenant's Improvements shall be performed in a good and workmanlike manner and in accordance with all applicable laws, and all governmental permits required and/or issued therefor. All such work shall be performed and materials furnished at Tenant's sole cost, expense and risk. Tenant shall not permit any liens to attach to Landlord's interest in the Leased Premises in connection with Tenant's Improvements.

(2) Indemnity. TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM AND AGAINST ALL LIABILITIES, SUITS, CAUSES OF ACTION, COSTS, FEES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES), DAMAGES AND CLAIMS (INCLUDING COSTS AND EXPENSES OF DEFENDING AGAINST SUCH CLAIMS) OF ANY KIND ARISING OR ALLEGED TO ARISE FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR OF TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LABORERS, MATERIALMEN OR INVITEES OR ARISING FROM ANY BODILY INJURY OR PROPERTY DAMAGE OCCURRING OR ALLEGED TO HAVE OCCURRED INCIDENT TO ANY CONSTRUCTION **DESCRIBED** IN THIS SECTION 4(c). The foregoing indemnity shall survive expiration or termination of this Lease.

(3) Plans. Following Tenant's completion of any structural or exterior alterations, additions or improvements, Tenant shall deliver the as-built plans and specifications for such alterations, additions or improvements to Landlord.

(4) Contractor Insurance. Tenant shall require that any contractors used by Tenant carry and maintain, at no expense to Landlord, the insurance policies set forth below, written by companies having a policyholder's rating of A/X or better in the most current edition of Best's Key Rating Guide (or otherwise be acceptable to Landlord). None of such policies shall be suspended, voided, cancelled, reduced or materially changed in coverage or in limits except after thirty (30) days prior written notice shall have been given to Landlord by the insurance carrier(s). All policies shall be endorsed to waive subrogation against Landlord and shall be endorsed (excepting Workers' Compensation) to name Landlord as additional insured. Tenant shall provide certificates of such insurance to Landlord prior to the commencement of any work in the Leased Premises, however, Landlord reserves the right to require complete and certified copies of all such insurance policies at any time (including, without limitation, the additional insured and waiver of subrogation provisions or endorsements):

A. Commercial General Liability. Tenant, being insured through the Texas Municipal League Intergovernmental Risk Pool ("TMLIRP"), shall ensure TMLIRP issues an "EL-217-Indemnification under Contract" endorsement relating to the Lease;

B. Workmen's Compensation / Employer's Liability. Coverage shall insure contractor(s) under the Workers' Compensation and Occupational Disease Laws of the State of Texas in the full amount(s) required by law. Employer's liability coverage shall be at least \$500,000 per accident, \$500,000 per disease per employee, and \$500,000 for disease aggregate in respect of any work or operations on or about the Premises;

C. Comprehensive Automobile Liability. Coverage shall be for all vehicles owned, non-owned, hired or otherwise used in connection with business operations on or from the Leased Premises (however, not less than \$500,000 combined single limit for bodily injury and property damage);

D. Builder's Risk. Contractor shall be responsible for obtaining a completed value form covering all risks of physical loss or damage on Tenant's work in the Leased Premises, naming the interests of Landlord and its agents and employees and Tenant's contractors, as their respective interest may appear. In addition, such policy shall cover "soft costs" in connection with additional expenses and lost income arising from delayed completion as a result of damage or destruction; and

E. Additional Coverage. Tenant's contractor shall additionally insure against such other perils or legal risks and in such amounts as Landlord may from time to time deem necessary.

(d) Environmental. The term "Hazardous Substances," as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any Environmental Law. The term "Environmental Law" shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. Tenant hereby agrees that (1) it will at its own expense, promptly comply with all Environmental Laws; (2) no activity (including without limitation dry cleaning) will be conducted on the Leased Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environment Laws and have been approved in advance in writing by Landlord; (3) the Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Landlord; (4) no portion of the Leased Premises will be used as a landfill or a dump; (5) Tenant will not install any underground or above ground tanks of any type; (6) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; and (7) Tenant will not permit any Hazardous Substances to be brought onto the Leased Premises, except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. IF AT ANY TIME DURING OR AFTER THE TERM OF THIS LEASE, THE LEASED PREMISES IS FOUND TO BE CONTAMINATED BY ANY HAZARDOUS SUBSTANCE OR TENANT IS FOUND TO HAVE BREACHED ANY OF ITS DUTIES AND OBLIGATIONS UNDER THIS SECTION, TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, COSTS, EXPENSES, DAMAGES AND OBLIGATIONS OF ANY NATURE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING FROM OR AS A RESULT OF THE USE OF THE LEASED PREMISES BY TENANT OR TENANT'S PERMITEES, EVEN IF RESULTING FROM OR ATTRIBUTABLE TO THE NEGLIGENCE OF LANDLORD OR FOR WHICH LANDLORD IS STRICTLY LIABLE, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF LANDLORD. The foregoing indemnification shall survive the termination or expiration of this Lease.

(e) Repairs.

(1) Following the Delivery Date, Tenant shall, at its cost, perform all maintenance and repairs required to keep the Leased Premises in compliance with applicable law. All maintenance, repairs and replacements shall be immediately performed by Tenant at Tenant's sole cost and expense. The maintenance and repair required by this Section shall include, but shall not be limited to, interior maintenance, regular and timely removal of all litter, garbage, trash and waste; regular lawn mowing; tree, shrub and plant pruning and trimming; watering of landscaped areas; weed control; pest control; maintaining exterior lighting and mechanical facilities in good working order; maintain ADA compliant standards; keeping parking areas, walks, driveways and roads clean and in good repair; striping of all parking and

driveway areas; and the repairing and repainting of the exterior improvements visible to neighboring properties and/or public view (collectively, the "Maintenance and Repair"). Should Landlord, in its sole opinion, determine that Tenant has not properly adhered to the Maintenance and Repair requirements of this Section, Landlord shall deliver written notice of such deficiency to Tenant. Tenant shall have thirty (30) days after receipt of said deficiency notice to cure the deficiency to the satisfaction of Landlord. At such time, Landlord will deliver a notice of compliance and acceptance of the curative matters to Tenant, and there shall be no penalty to Tenant. If, however, Tenant has not cured said deficiencies after said 30th day, Tenant will pay Landlord a Maintenance and Repair penalty of Five Hundred and No/100 Dollars (\$500.00) per day to Landlord, delivered in accordance with Section 12(a). Landlord shall have the right to cure the deficiency at Tenant's expense if Tenant fails to cure after the notice and opportunity to cure period expires. TENANT ACKNOWLEDGES AND AGREES THAT, FROM AND AFTER THE DELIVERY DATE, LANDLORD HAS NO DUTY OR OBLIGATION OF ANY KIND TO MAKE ANY REPAIRS OR REPLACEMENTS OR PROVIDE MAINTENANCE OF ANY KIND TO THE LEASED PREMISES, ANY IMPROVEMENTS THEREON (INCLUDING ANY OF TENANT'S PERSONAL PROPERTY), OR OTHERWISE MAINTAIN OR KEEP THE SAME IN GOOD CONDITION. TENANT IS SOLELY LIABLE FOR SAME.

(f) Tenant's Fixtures. Tenant may install in or upon the Leased Premises such trade fixtures and equipment as Tenant deems desirable and all of said items shall remain Tenant's property whether or not affixed or attached to the Leased Premises. Tenant may remove such items from the Leased Premises at any time, provided that such removal does not cause material damage to the improvements on the Leased Premises, and in all events Tenant shall repair any damages caused by such removal.

(g) Tenant Signs.

(1) Exterior Signs. During the Term of this Lease, to the maximum extent allowed by the applicable governmental ordinances, Tenant may, at its sole cost and expense, (A) place building signage and logos on the improvements to be constructed on the Leased Premises, and (B) install a monument sign. Any signage not permitted under this Lease shall be specifically prohibited, and Tenant may only place its name on any signage and not the name of any third party.

(2) Maintenance. All signs which Tenant elects to construct or utilize pursuant to this Section shall be constructed and maintained in good repair at Tenant's sole cost and expense, and Tenant shall pay the cost of any electricity consumed in illuminating the same. Tenant shall submit plans and specifications to Landlord for Landlord's written approval prior to fabrication and installation of any monument signs. Tenant, upon vacation of the Premises, or the removal or alteration of its signage for any reason, shall be responsible for the repair, painting, and/or replacement of the building fascia surface where signs are attached.

(h) Mechanics' Liens. Tenant shall have no right or authority to cause or allow any mechanics' lien or other monetary lien or claim to encumber Landlord's fee interest in the Leased Premises, or any portion thereof. If Tenant causes or allows any such mechanics' lien or other monetary lien or claim to be recorded against the Leased Premises, or any portion

thereof, Tenant agrees to cause such lien to be released and discharged within thirty (30) days after Tenant's notice of same, either by paying such indebtedness or by posting a bond or other adequate security as shall be required by law to obtain such release and discharge. Nothing herein shall prevent Tenant from contesting the validity thereof so long as such contest is pursued by Tenant with reasonable diligence and the same is released and discharged by Tenant as provided above. Landlord shall have no responsibility to Tenant or to any contractor, subcontractor, supplier, materialman, workman or other person, firm or corporation who shall engage in or participate in any additions, alterations, changes or replacements thereof unless Landlord shall expressly undertake such obligation in writing or has expressly authorized the purchase of materials and/or the employment of workmen in connection therewith in writing. IF ANY SUCH MECHANICS' LIEN OR OTHER MONETARY LIEN OR CLAIM IS RECORDED AGAINST THE LEASED PREMISES, OR ANY PORTION THEREOF, TENANT AGREES TO DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS LANDLORD FROM AND AGAINST ALL CLAIMS AND DEMANDS, INCLUDING, WITHOUT LIMITATION, ANY ACTION OR PROCEEDING BROUGHT THEREON, AND ALL COSTS, LOSSES, EXPENSES AND LIABILITIES OF ANY KIND RELATING THERETO, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS OF SUITS, ARISING OUT OF OR RESULTING FROM ANY SUCH LIEN. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

5. Property Taxes. Tenant acknowledges the Leased Premises has a tax exempt status with the Kleberg County taxing authorities. At any time during the Term, should Property Taxes be assessed in any manner, Tenant shall pay at its sole cost and expense any and all sums due as Property Taxes before the same become delinquent. Tenant shall be entitled to pay any Property Taxes in installments as and to the extent the same may be permitted by the applicable taxing authority. Landlord agrees to cooperate with Tenant in seeking the delivery of all notices of Property Taxes to Tenant directly from the applicable taxing authorities. If Tenant owes and fails to pay Property Taxes, Landlord may pay such taxes at Tenant's expense.

6. Utilities. Tenant shall pay at its sole cost and expense the sums required to have connected all utility services to the Leased Premises, including, but not limited to, any and all utility deposits, tap fees, impact fees and meter fees, plus any and all capital costs related to such connections. Tenant shall promptly pay all charges for electricity, water, gas, telephone service and all other utilities furnished to the Leased Premises. Landlord hereby transfers and assigns to Tenant all rights and entitlements of Landlord attributable to the use, delivery and consumption of utilities at the Leased Premises (but not to any other property owned by Landlord). All utilities shall be constructed underground except for transformers and connection valves. Tenant shall arrange with the appropriate utility suppliers for services to the Leased Premises, pay all connection, meter, service and capacity charges and deposits required to connect utilities to the Leased Premises, and pay such utility suppliers directly for such services. With respect to onsite drainage or detention improvements, Tenant shall be responsible for obtaining required permits from governmental agencies having jurisdiction over drainage or detention improvements, and Tenant shall be responsible for and pay the cost of any design, construction and operation required by any such onsite drainage or detention improvements in accordance with any such permits or approvals. Landlord shall not have obligation or provide any onsite or offsite drainage or detention improvements. No interruption of utility service shall be construed as

either a constructive or actual eviction of Tenant, nor relieve Tenant from fulfilling any covenant or condition of this Lease.

7. Use, Transfers or Assignments.

(a) Tenant's Use. The Leased Premises shall be used (the "Permitted Use") only for a public purpose, including but not limited to, educational (through the Kingsville Independent School District only), community and governmental activities such as Tenant's intended use as the Kingsville City Hall ("City Hall"), and for no other use or purpose. Tenant acknowledges that the specification of a "Permitted Use" does not include any representation or warranty by Landlord as to whether or not the Permitted Use complies with applicable laws and/or requires special governmental permits. Tenant shall not use the Leased Premises for any use or purpose other than the Permitted Use and any use other than the Permitted Use shall constitute a prohibited use hereunder. TENANT SHALL INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY DAMAGES, CLAIMS, LOSSES, LIABILITIES, COSTS OR EXPENSES INCURRED BY LANDLORD AS A RESULT OF THE USE OF THE LEASED PREMISES IN VIOLATION OF THIS LEASE. Tenant shall not permit any objectionable or unpleasant odors or noises to emanate from the Leased Premises.

(b) Tenants Substantial Completion. Tenant agrees to bear its total cost of renovating and improving the Leased Premises into a City Hall. However, Landlord and Tenant acknowledge that Tenant's design and construction expenses to complete said City Hall shall be paid by Tenant in an amount not to exceed Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00). Tenants proposed budget in connection with such construction and substantial completion is attached hereto as Exhibit E.

(c) Landlord Termination Rights. In the event that Tenant closes or leaves vacant the Leased Premises, or otherwise suspends operation of the City Hall for a continuous period of 180 days, then, in such event, Landlord shall have the option to terminate this Lease by providing Tenant with 30 days' notice (the "Termination Notice").

(d) Assignment, Subletting.

(1) Tenant shall not assign, mortgage, pledge, encumber or in any manner transfer this Lease or any estate or interest therein, or sublet the Leased Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Leased Premises without the prior written consent of Landlord. Consent by Landlord to one or more assignments, sublettings or other transfers shall not operate as a waiver of Landlord's rights as to any subsequent assignments, sublettings or other transfers. Notwithstanding any assignment, subletting or other transfer, Tenant (meaning the initial Tenant executing this Lease) and any guarantor of such Tenant's obligations under this Lease shall at all times remain fully and primarily responsible and liable for the payment of all Rent and for compliance with all its other obligations under this Lease (even if future assignments and sublettings occur subsequent to the assignment or subletting by Tenant, and regardless of whether or not Tenant's approval has been obtained for such future assignments and sublettings) for the entire Term and any renewals or extensions of the Term. Any permitted sublease of all or any part of the Leased Premises must contain a waiver of claims against Landlord by the subtenant and require the subtenant's insurer

to issue waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Leased Premises or the contents thereof. All waivers shall be in form and substance acceptable to Landlord. Moreover, in the event that the rent due and payable by a sublessee (or a combination of the rent payable under such sublease plus any bonus or other consideration therefor or incident thereto) exceeds the rent payable under this Lease, or if with respect to a permitted assignment, permitted license or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee or other transferee exceeds the rent payable under this Lease, then Tenant is bound and obligated to pay Landlord all such excess rent and other excess consideration within ten (10) days following receipt thereof by Tenant from such sublessee, assignee, licensee or other transferee, as the case may be.

(2) Tenant shall give Landlord at least thirty (30) days advance written notice of any proposed assignment or subletting, such notice to be accompanied by a copy of the proposed sublease or assignment agreement setting forth all terms of such agreement. Landlord shall have the right to terminate this Lease effective as of the proposed effective date of the assignment or subletting by giving Tenant written notice thereof within fifteen (15) days after Landlord's receipt of said notice from Tenant. Should Landlord not elect to so terminate this Lease in connection with any proposed subletting or assignment, Landlord shall continue to have the right to disapprove same.

(e) Landlord Right of Access. Landlord and its agents and representatives shall have the right to enter upon the Leased Premises at all reasonable times for any of the following purposes: (1) to determine whether the Leased Premises are in good condition and whether Tenant is complying with its obligations under this Lease; or (2) to exercise its remedies following an Event of Default.

8. Indemnification, Insurance.

(a) Indemnification.

(1) Landlord shall indemnify and hold harmless Tenant and its agents, successors and assigns, from and against all injury, loss, claims or damage, arising from, related to, or in connection with, Landlord's use, occupancy, construction or repair of the Leased Premises prior to the Delivery Date; except injury, loss, claims or damage caused primarily by Tenant's or its Permittees or the negligence or willful misconduct of Tenant.

(2) TENANT ACKNOWLEDGES AND AGREES THAT, FROM AND AFTER THE DELIVERY DATE, LANDLORD, ITS PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, LENDERS, ATTORNEYS, AGENTS, SUCCESSORS AND ASSIGNS, HAVE NO DUTY OR OBLIGATION OF ANY KIND, AND TENANT HEREBY RELEASES LANDLORD AND ITS PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, LENDERS, ATTORNEYS, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES", AND INDIVIDUALLY, AN "INDEMNIFIED PARTY") FROM, AND AGREES THAT, EXCEPT AS SET FORTH IN SUBSECTION (1) ABOVE, TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST, ANY AND ALL CLAIMS, LAWSUITS, PROCEEDINGS, ACTIONS, JUDGMENTS, LIENS,

DEMANDS, LIABILITIES (INCLUDING WITHOUT LIMITATION FOR INDEMNIFIED PARTIES' OWN NEGLIGENCE, STRICT LIABILITY AND STATUTORY STRICT LIABILITY WHETHER ACTIVE, PASSIVE, SOLE, JOINT, CONTRIBUTORY, CONCURRENT OR COMPARATIVE), DAMAGES (INCLUDING THOSE RESULTING IN THE ORDINARY COURSE OF EVENTS), FINES, PENALTIES, LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL REASONABLE ATTORNEYS' AND OTHER ADVISORS' FEES) AND AMOUNTS PAID IN SETTLEMENT (COLLECTIVELY, "CLAIMS") OF ANY NATURE WHATSOEVER, WHETHER CONTINGENT OR ACCRUED, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATING TO ANY BREACH, DEFAULT, VIOLATION OR NON PERFORMANCE ON THE PART OF TENANT IN THE PERFORMANCE OF ANY TERM, PROVISION, COVENANT, AGREEMENT OR CONDITION ON THE PART OF TENANT TO BE PERFORMED PURSUANT TO THE TERMS OF THIS LEASE, OR (C) INJURY OR DAMAGE TO PERSON OR PROPERTY TO THE EXTENT THAT ANY SUCH DAMAGE OR INJURY MAY HAVE OCCURRED ON THE LEASED PREMISES OR BE INCIDENT TO, ARISE OUT OF, OR BE CAUSED, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT ON THE PART OF TENANT OR ANY OF TENANT'S PERMITTEES OR WHEN ANY SUCH INJURY OR DAMAGE IS THE RESULT OF THE VIOLATION BY TENANT, OR ANY OF TENANT'S PERMITTEES OF ANY LAW, ORDINANCE OR GOVERNMENTAL ORDER OF ANY KIND OR WHEN ANY SUCH INJURY OR DAMAGE MAY IN ANY OTHER WAY ARISE FROM OR OUT OF THE OCCUPANCY OR USE BY TENANT OF THE PREMISES. THE INDEMNITY AND RELEASE SET FORTH ABOVE SHALL APPLY REGARDLESS OF CAUSATION, INCLUDING, WITHOUT LIMITATION, AN INDEMNIFIED PARTY'S ACTS, OMISSIONS OR NEGLIGENCE (WHETHER SUCH NEGLIGENCE IS ACTIVE, PASSIVE, SOLE, JOINT, COMPARATIVE, CONTRIBUTORY OR CONCURRENT), OR BASED ON ANY THEORY OF PREMISES LIABILITY (WHETHER FOUNDED IN WHOLE OR IN PART ON NEGLIGENCE OR STRICT LIABILITY), OR ANY THEORY OF STRICT LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY THEORIES OF PRODUCTS LIABILITY; PROVIDED, HOWEVER, THERE IS EXPRESSLY EXCLUDED FROM THE FOREGOING RELEASE AND INDEMNITY THAT PERCENTAGE OF A LOSS DETERMINED BY FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION TO HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY.

(3) TENANT ACKNOWLEDGES AND AGREES THAT, FROM AND AFTER THE DELIVERY DATE, LANDLORD HAS NO DUTY OR OBLIGATION OF ANY KIND MAKE ANY REPAIRS OR REPLACEMENTS OR PROVIDE MAINTENANCE OF ANY KIND TO THE LEASED PREMISES, ANY IMPROVEMENTS THEREON.

(4) This Section 7(a) shall survive the expiration or earlier termination of this Lease.

(b) Insurance. Tenant shall procure and maintain throughout the Term, at its sole cost and expense, the following insurance policies covering the Leased Premises in at least the following amounts.

TYPE OF COVERAGE	LIMITS & COMMENTS
PROPERTY INSURANCE	<p>"Special Causes of Loss" or similar "All Risk" form, including flood, wind, earthquake and terrorism coverage, covering all improvements on, in or about the Premises and the personal property of Tenant located upon, in or about the Leased Premises including, without limitation, Tenant's stock in trade, fixtures, furniture, furnishings, removable floor coverings, trade equipment, and signs, which shall include endorsements for contingent liability from "demolition costs and increased cost of construction," in each case (i) in an amount equal to 100% of the full replacement cost with a waiver of depreciation; (ii) containing an agreed amount endorsement with respect to all improvements waiving all co-insurance provisions; (iii) providing for no deductible in excess of \$10,000.00 for all such insurance coverage except Flood and Earthquake coverage where the deductible shall not exceed \$25,000.00; and (iv) containing "ordinance or law" coverage if any of the improvements or the use of the Leased Premises shall at any time constitute legal non-conforming improvements or uses. Tenant will also provide insurance for Loss of Business Income, including Rent payable under the terms of this Lease, for a period of not less than 12 months. Landlord (and any mortgagee designated by Landlord) shall be named loss payee. Said policy shall contain an endorsement providing Tenant's insurance is primary and non-contributory in the event of any overlapping coverage with any insurance Landlord may carry.</p>
COMMERCIAL GENERAL LIABILITY with a combined single limit for Bodily Injury and Property Damage	\$1,000,000 Each Occurrence and \$2,000,000 General Aggregate specific to this location
<ul style="list-style-type: none"> PERSONAL INJURY LIABILITY 	\$2,000,000 Each Occurrence
<ul style="list-style-type: none"> PRODUCTS AND COMPLETED OPERATIONS 	\$2,000,000 Aggregate
<ul style="list-style-type: none"> CONTRACTUAL LIABILITY 	\$1,000,000

TYPE OF COVERAGE	LIMITS & COMMENTS
• INDEPENDENT CONTRACTORS LIABILITY	\$1,000,000
• PREMISES DAMAGE LEGAL LIABILITY	\$100,000
AUTOMOBILE LIABILITY (for all vehicles owned, non-owned, hired or otherwise used in connection with business operations on or from the Premises)	\$500,000 Combined Single Limit for Bodily Injury and Property Damage
BOILER & MACHINERY INSURANCE (if applicable)	\$500,000
WORKERS' COMPENSATION INSURANCE EMPLOYER'S LIABILITY INSURANCE	Statutory Limits \$1,000,000 per accident, \$1,000,000 per disease per employee and \$1,000,000 for disease aggregate (or whatever limits are required as underlying insurance for the Umbrella or Excess Liability) in respect of any work or operations on or about the Leased Premises

The parties shall reevaluate the above insurance requirements from time-to-time during the Term, and Tenant shall update the insurance it so carries, to ensure that at all times during the Term, Tenant shall maintain such insurance as is market at such time. Any deductible amounts under any insurance policies required to be carried by Tenant hereunder shall not exceed \$10,000.00 except Flood and Earthquake coverage where the deductible shall not exceed \$25,000.00. All insurance policies required to be provided and maintained by Tenant under this Lease shall be in accordance with Landlord's instructions for an additional endorsement as identified in Section 4(c)(4)A of this Lease. Tenant shall obtain a written obligation on the part of each insurance company that no policy shall be suspended, voided, cancelled, reduced in coverage or in limits except after at least thirty (30) days' prior written notification to Landlord. A copy of each policy and all endorsements required hereunder shall be delivered to Landlord on the Delivery Date and annually thereafter at least thirty (30) days prior to the policy expiration date. Tenant's failure to comply with the foregoing requirements relating to insurance shall constitute an Event of Default hereunder. In addition to the remedies provided for in this Lease, if Tenant fails to carry the insurance required hereunder, Landlord may, but is not obligated to, obtain such insurance and Tenant shall pay to Landlord upon demand as additional rental the premium cost thereof plus interest thereon at the rate equal to the lesser of the highest rate permitted by law or eighteen percent (18%) per annum from the date of payment by Landlord

until repaid by Tenant. NEITHER THE ISSUANCE OF ANY INSURANCE POLICY REQUIRED HEREUNDER NOR THE MINIMUM LIMITS SPECIFIED HEREIN WITH RESPECT TO TENANT'S INSURANCE COVERAGE SHALL BE DEEMED TO LIMIT OR RESTRICT IN ANY WAY TENANT'S LIABILITY ARISING UNDER OR OUT OF THIS LEASE. Landlord may require additional coverages as may be required by any lender or upon thirty (30) days prior written notice to Tenant.

All policies of insurance to be maintained by Tenant hereunder may be maintained by way of "blanket policies" insuring the Leased Premises and other premises and/or property owned or operated by Tenant or its affiliates, and shall be subject to such self-insured retention as may be included in Tenant's policies.

(c) Waiver of Subrogation. Each of Landlord and Tenant hereby waives and releases any and every right or cause of action against the other that arises during the Term of this Lease or any extension or renewal thereof for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or the sole or contributory negligence of the other party or anyone for whom said other party may be responsible) to the extent such loss or damage would be covered by any insurance policy that such party is required to maintain under this Lease (whether or not such policy is actually maintained by such party), and the party incurring such loss or damage agrees to look solely to the proceeds, if any, which are recoverable (or would have been recoverable had such policy actually been maintained by such party) under said policy. Said waivers shall be in addition to, and not in limitation or derogation of, any other waiver, release or indemnity obligation contained in this Lease with respect to any loss or damage to property of the parties hereto. Written notice of the terms of said mutual waivers shall be given to each insurance carrier and said insurance policies shall be properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers. Each party agrees to include such an endorsement in the insurance policies which it is required to maintain hereunder so long as the same is obtainable and is includable without extra cost, or if extra cost is chargeable therefor, such party will so advise the other party and the amount of such extra cost in which event the other party may at its election pay the same but shall not be obligated to do so.

9. Destruction, Condemnation.

(a) Destruction.

(1) Restoration. If any Tenant's Improvements on the Leased Premises are damaged or destroyed by fire or other casualty, Tenant shall give immediate written notice thereof to Landlord and Tenant shall, except as hereinafter provided, at Tenant's sole cost and expense (but with the use of all insurance proceeds available from insurance policies carried by Tenant as required under this Lease), proceed with reasonable diligence (but not later than sixty (60) days after such casualty) to rebuild and repair such Tenant's Improvements to substantially the condition in which they existed prior to such damage or destruction, with such reasonable changes as may be agreed to between Landlord and Tenant. Landlord shall not be obligated to agree to any changes which will, in its reasonable discretion, reduce the value of the Leased Premises. All restoration work performed pursuant to this Section shall be done in a good and workmanlike manner and in accordance with the applicable provisions of this Lease

regarding construction. Subject to the conditions hereinafter set forth, Landlord will make available to Tenant for the restoration work as the same progresses the net proceeds paid to Landlord as a loss payee under any property insurance policy maintained by Tenant pursuant to this Lease. Payments will be made monthly against properly certified vouchers of an architect who is reasonably satisfactory to Landlord, in charge of the restoration work, and on such other conditions as Landlord may reasonably require. Landlord, however, may withhold from each payment ten percent (10%) of such requested payment until thirty (30) days after the restoration work is completed and proof has been furnished to Landlord that no lien or liability has attached or will attach to the Leased Premises or the Landlord in connection with such work. The Rent payable hereunder shall in no event abate by reason of damage or destruction.

(2) Termination. Notwithstanding subsection (1) above, if damage or destruction to the Tenant's Improvements located on the Leased Premises occurs during the twenty-four (24) months preceding the expiration of the Term and more than fifty percent (50%) of the replacement value of the City Hall is destroyed, then either Landlord or Tenant shall be permitted to terminate this Lease by written notice given to the other within thirty (30) days after the occurrence of such casualty. If this Lease is terminated pursuant hereto, Tenant shall pay to Landlord, as a condition to termination of this Lease, the amount of any deductible relating to the property insurance carried by Tenant and all insurance proceeds relating to such casualty shall be paid to and retained by Landlord except for the portion received by reason of, and expressly apportioned by such insurance carrier to, the loss of any trade fixtures that Tenant would be permitted to remove at the end of the Term. If Tenant fails to maintain property insurance as required by this Lease then, as a condition to any termination of this Lease pursuant to the provisions hereof, Tenant shall pay to Landlord one hundred percent (100%) of the full replacement value, less foundations, of all Tenant's Improvements located on the Leased Premises as of the date of such fire or other casualty. The covenant contained in this Section shall expressly survive any cancellation or termination of this Lease.

(b) Condemnation.

(1) Taking of Parking or Access. Not including the existing parking and access easement, if the whole or such a functionally substantial part of the Leased Premises (meaning at least twenty-five (25%)) of the floor area in the Tenant's Improvements or such portion of the parking area within the Leased Premises as to render the Leased Premises unable to comply with laws, regulations or ordinances governing parking requirements for the Permitted Use) is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (collectively referred to herein as a "Condemnation") and the taking substantially prevents the use of the Leased Premises for the purposes contemplated hereunder, then either Landlord or Tenant shall be permitted, upon written notice given to the other party no later than thirty (30) days after the date physical possession is taken by the condemning authority, to terminate this Lease. In the event of such termination, upon payment by Tenant of all Rent and other sums then due and payable hereunder, this Lease shall terminate effective as of the date physical possession is taken by the condemning authority, except with respect to outstanding obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to such termination date.

(2) Restoration. If a Condemnation of the Leased Premises or any part thereof shall occur and this Lease is not terminated as provided in subsection (1) above, then this Lease shall continue in full force and effect. Any Net Proceeds (as defined in subsection (3) below) payable with respect to such Condemnation shall be allocated between Landlord and Tenant in accordance with subsection (4) below and Tenant shall, at its sole cost and expense, promptly repair and restore the Leased Premises to the same condition (as nearly as practicable) as existed immediately before the Condemnation. Such portion of the Net Proceeds payable to Tenant shall be held by Tenant in trust for the purpose of restoration and repair of the Leased Premises.

(3) Proceedings. Each of Landlord and Tenant may appear in any Condemnation proceeding or action to negotiate, prosecute and adjust any claim for any award or compensation on account of any Condemnation as it relates to their respective interest in the Leased Premises. All amounts paid in connection with any Condemnation of the Premises shall be allocated pursuant to subsection (4) below, and all such amounts (minus the expense of collecting such amounts as hereinafter provided) are herein called the "Net Proceeds." Landlord and Tenant shall each pay their respective costs and expenses in connection with each such proceeding, action, negotiation, prosecution and adjustment for which costs and expenses Landlord and Tenant shall be reimbursed out of any award, compensation or insurance payment to which it is entitled.

(4) In the event of any Condemnation, Landlord and Tenant agree that any award or compensation on account thereof will be allocated as follows:

A. If this Lease terminates under the circumstances provided in subsection (1) above, (i) Tenant shall be entitled to receive that portion of the award or compensation allocable to the value of the Tenant's Improvements taken in such Condemnation calculated by multiplying the award for the value of such improvements by a fraction, the numerator of which is the number of months which would have elapsed from the date of such Condemnation to the date on which the Term (including any then exercised renewal options) would have terminated absent such Condemnation, and the denominator of which is the total number of months which would have elapsed from the Delivery Date to the date on which the Term (including any then exercised renewal options) would have terminated absent such Condemnation, together with any award for loss of business, loss of profits, and moving expenses; and (ii) Landlord shall be entitled to receive that portion of the award or compensation allocable to (a) the value of that portion of the land area of the Leased Premises taken, (b) the value of the Tenant's Improvements, and other improvements located on the Leased Premises taken in such Condemnation, subject to Tenant's right to receive that portion of the award as provided in clause (i), and (c) such portion of such award or awards, if any, paid by the condemning authority as shall represent consequential damages, if any, to the portion of the Leased Premises not so taken. Landlord shall additionally be entitled to any amount of the award or compensation remaining following allocation as set forth in this subsection. Under no circumstances shall Tenant be entitled to any award or compensation for the value of the unexpired term of this Lease or for the value of the leasehold estate.

B. If this Lease does not terminate under the circumstances provided in subsection (1) above and Tenant restores the Premises as required by subsection (2), (i) Tenant shall be entitled to receive the award or compensation allocable to the value of the Tenant's Improvements taken in such Condemnation, together with any award for loss of business and loss of profits; and (ii) Landlord shall be entitled to receive that portion of the award or compensation allocable to the value of that portion of the land area of the Leased Premises taken, and such portion of such award or awards, if any, paid by the condemning authority as shall represent consequential damages, if any, to the portion of the Leased Premises not so taken. Landlord shall additionally be entitled to any amount of the award or compensation remaining following allocation as set forth in this subsection. Under no circumstances shall Tenant be entitled to any award or compensation for the value of the unexpired term of this Lease or for the value of the leasehold estate.

10. Default.

(a) Events of Default. The following are events of default ("Events of Default"):

(1) Non-Monetary Obligations. Either party fails to perform any obligation, covenant or condition or to comply with any provisions of the Lease and such failure continues for thirty (30) days after written notice from the nondefaulting party, unless said default requires more than thirty (30) days to cure and the defaulting party commences a cure within thirty (30) days after written notice and thereafter maintains a diligent effort to complete the cure and actually completes same within sixty (60) days after Landlord's initial notice.

(2) Unable to Pay Debts. Tenant shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors; or Tenant shall commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or Tenant or any guarantor shall take any corporate action to authorize, or in contemplation of, any of the actions set forth above in this subsection.

(3) Bankruptcy. A case, proceeding or other action is brought against the Tenant or any guarantor seeking to have an order for relief entered against it as debtor or to have it adjudicated a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof, or (ii) shall remain undismissed for a period of thirty (30) days.

(4) Other. Any other failure or default of Tenant which pursuant to any other provision of this Lease is an event of default; including, but not limited to, failure to maintain, failure to insure, and failure to pay taxes.

(b) Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, Landlord shall have one or more of the following remedies:

(1) Termination. Terminate this Lease in which event Tenant shall immediately surrender the Leased Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rental, enter upon and take possession of the Leased Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, without being liable for prosecution or any claim of damages therefor. If Landlord elects to terminate this Lease by reason of an Event of Default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord the sum of all Rent payable to Landlord pursuant to the terms of this Lease which has accrued to date of such termination, plus, as liquidated and agreed final damages, an amount equal to all Rent which would have otherwise been payable hereunder for the remaining portion of the Term (had such Term not been terminated by Landlord), minus the fair rental value of the Leased Premises for the same period both discounted to present worth at an annual interest factor of four percent (4%). Notwithstanding anything stated herein to the contrary, if Landlord elects the foregoing remedy, Landlord shall have no duty to mitigate damages as mitigation is built into the foregoing measure of damages.

(2) Re-Entry. Enter upon and take possession of the Leased Premises and expel and permanently exclude Tenant and any other person who may be occupying said Leased Premises or any part thereof, without being liable for prosecution or any claim for damages therefor with or without having terminated this Lease. Landlord may, if it so elects, relet the Premises on Landlord's terms and receive the rent therefor; and Tenant agrees to pay to Landlord, on demand, any deficiency that may arise by reason of such reletting for the remainder of the Term. If Landlord elects to repossess the Leased Premises without terminating this Lease, then Tenant shall be liable for and shall pay to Landlord all Rent payable to Landlord pursuant to the terms of this Lease which has accrued to the date of such repossession, plus all Rent required to be paid by Tenant to Landlord during the remainder of the Term until the date of expiration of the Term, diminished by any net sums thereafter actually received by Landlord through reletting the Premises during said period (after deducting reasonable expenses incurred by Landlord in reletting same). In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. Actions to collect amounts due by Tenant to Landlord as provided in this subsection may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Term.

(3) Other. Without terminating this Lease, enter upon the Premises, by force if necessary (except to the extent prohibited by Texas law), and without being guilty in any manner of trespass or otherwise and without liability for any damage to Tenant or persons holding under Tenant by reason of such reentry, all of which are hereby expressly waived, and do or perform whatever Tenant is obligated hereunder to do or perform under the terms of this Lease. Tenant shall reimburse Landlord on demand for any expenses or other sums which Landlord may incur or expend, plus ten percent (10%) thereof to cover Landlord's overhead and

administrative costs in taking such action, and any interest rate required under this Lease. Nothing in this subsection shall be deemed an obligation or undertaking by Landlord to remedy any such defaults of Tenant.

(4) Change Locks. Alter all locks and other security devices at the Leased Premises with or without terminating this Lease. Landlord shall not be obligated to provide a key or other means of ingress to Tenant or Tenant's agents or to provide re-entry for any reason or under any circumstances whatsoever. This Lease supersedes Section 93.002 of the Texas Property Code to the extent of any conflict.

(5) Dominion. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Leased Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Leased Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any event of default, to the aforesaid exercise of dominion over Tenant's property within the Leased Premises. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

(6) Landlord's Costs and Expenses. In case of any Event of Default, Tenant shall also be liable for and shall pay to Landlord, in addition to any sum provided to be paid above, broker's fees incurred by Landlord in connection with reletting the whole or any part of the Leased Premises; the costs of removing and storing Tenant's or other occupant's property; the cost of repairing, altering, remodeling or otherwise putting the Leased Premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies including reasonable attorneys' fees.

(7) Repossession. Landlord shall also have the right to remove from the Leased Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process and without being liable for prosecution or any claim for damages therefor) all or any portion of such furniture, fixtures, equipment and other property and place same in storage; AND IN SUCH EVENT, TENANT SHALL BE LIABLE TO LANDLORD FOR COSTS INCURRED BY LANDLORD IN CONNECTION WITH SUCH REMOVAL AND STORAGE AND SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ALL LOSS, DAMAGE, COST, EXPENSE AND LIABILITY IN CONNECTION WITH SUCH REMOVAL AND STORAGE. Landlord shall also have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by Claimant to have been executed by Tenant (or any

predecessor of Tenant) granting Claimant the right under various circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity of said instrument and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act; AND TENANT AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ALL COST, EXPENSE, LOSS, DAMAGE AND LIABILITY INCIDENT TO LANDLORD'S RELINQUISHMENT OF POSSESSION OF ALL OR ANY PORTION OF SUCH FURNITURE, FIXTURES, EQUIPMENT OR OTHER PROPERTY TO CLAIMANT.

(8) Remedies Cumulative. No remedy herein conferred upon or reserved to Landlord shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

11. Tenant's Property. All furniture, trade fixtures, inventory, stock-in-trade, personal property, and related equipment installed by Tenant in the Leased Premises ("Tenant's Property") shall be and remain the property of Tenant throughout the Term of this Lease. The furniture, trade fixtures, inventory, stock-in-trade and related equipment installed by Tenant in the Leased Premises shall also be and remain the property of Tenant upon termination of this Lease. At Tenant's request, Landlord shall execute such reasonable documents as Tenant may request waiving any rights or claims of Landlord to such property of Tenant.

12. General Provisions.

(a) Notice. "Notice" shall mean any notice, notification, consent, approval, request, designation, submission, specification, election or other communication required or permitted under this Lease. All Notices shall be in writing and shall be deemed to have been given and received the earlier of (i) the date the notice is delivered by one party to the other party personally or delivered to the party's address by a party or by a delivery service which records delivery dates, or (ii) three (3) days after the notice is placed in the mail addressed to the other party at the party's address, properly stamped, certified or registered mail, return receipt requested. A party's address shall be as follows or as set forth in a notice to the other party:

Landlord:

King High Historical Foundation
Attn: Joe Henkel
c/o Kleberg Bank
100 Kleberg St.
Kingsville, Texas 78364
Telephone: 361-595-2950
Fax: 361-593-1510

WITH COPY TO:

Bracewell & Giuliani LLP
Attn: Jane H. Macon
300 Convent St., Suite 1500
San Antonio, Texas 78205
Telephone: 210-299-3517
Fax: 800-404-3970

[AND]

Bracewell & Giuliani LLP
Attn: Blakely L. Fernandez
300 Convent St., Suite 1500
San Antonio, Texas 78205
Telephone: 210-299-3410
Fax: 800-404-3970

Tenant:

The City of Kingsville
Attn: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: 361-595-8002
Fax: 361-595-8024

WITH COPY TO:

The City of Kingsville
Attn: City Attorney
P.O. Box 1458
Kingsville, Texas 78364
Telephone: 361-505-8016
Fax: 361-592-4696

(b) Entire Agreement. This Lease embodies the entire agreement and understanding between the parties as to the Leased Premises and supersedes all prior negotiations, agreements and understandings. Any provision of this Lease may be modified, waived or discharged only by an instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought.

(c) Commission. Tenant and Landlord hereby represent to each other that neither has entered into any agreement or understanding that would give rise to a real estate commission being owed in connection with this Lease, and each of Landlord and Tenant shall indemnify and hold the other harmless against any commission, payment, interest or participation claimed on account of this Lease with any party under any alleged agreement or understanding entered into on that party's behalf with the person or entity claiming the commission, payment, interest or participation.

(d) Force Majeure. Each party shall be excused from performing an obligation or undertaking provided for in this Lease for so long as such performance is prevented, delayed, retarded or hindered by an Act of God, fire, earthquake, flood, explosion,

action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities; provided, however no such event shall delay, excuse or postpone the payment of Rent by Tenant hereunder or any other monetary obligation of Tenant.

(e) Surrender. Upon the expiration of the Term or earlier termination of this Lease, Tenant shall surrender the Leased Premises to Landlord. Tenant may remove Tenant's Property installed by Tenant, including, but not limited to, all trade fixtures, inventory, stock-in-trade, furniture and other personal property which are not fixtures. All other installations or improvements, including all Utility Facilities, HVAC equipment, paneling, decorating, partitions, railings, mezzanine floors, and galleries made by either party shall be and become upon installation the property of Landlord and shall be surrendered with the Leased Premises at the expiration or termination unless Landlord notifies Tenant to the contrary, in which event Tenant may remove such property at its expense. Any property not promptly removed by Tenant under the provisions of this subsection may, at Landlord's option, be deemed to have been abandoned by Tenant and may be retained by Landlord without any claim by Tenant.

(f) Holding Over. If Tenant does not surrender possession of the Leased Premises upon the expiration of the Term or earlier termination of this Lease, Tenant shall be deemed to be occupying the Leased Premises as a tenant at sufferance at a Rent equal to 150% of the Rent applicable hereunder during the last month of the Term and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a tenancy at sufferance. ADDITIONALLY, TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, COSTS, LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEYS FEES AND COURT COSTS) INCURRED BY LANDLORD AS A RESULT OF SUCH HOLDOVER INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM THE LOSS OF ANY PROPOSED SUBSEQUENT TENANT FOR ANY PORTION OF THE LEASED PREMISES. Nothing herein constitutes Landlord's consent for Tenant to holdover in the Premises after the expiration or sooner termination of this Lease. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

(g) No Security Obligation. TENANT SPECIFICALLY ACKNOWLEDGES THAT LANDLORD HAS NO DUTY TO PROVIDE SECURITY FOR ANY PORTION OF THE LEASED PREMISES, AND TENANT HAS ASSUMED SOLE RESPONSIBILITY AND LIABILITY FOR THE SECURITY OF ITSELF, ITS PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, VISITORS, INVITEES, LICENSEES, SUBTENANTS AND CONCESSIONAIRES AND THEIR RESPECTIVE PROPERTY, IN, ON OR ABOUT THE LEASED PREMISES.

(h) WAIVER OF WARRANTIES AND ACCEPTANCE OF CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NEITHER LANDLORD NOR ANY EMPLOYEE OR AGENT OF LANDLORD HAS MADE ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE LEASED PREMISES AND THAT THIS LEASE CONSTITUTES THE FULL AND FINAL AGREEMENT OF LANDLORD AND TENANT WITH RESPECT TO THE LEASE OF THE LEASED PREMISES BY TENANT. TENANT HEREBY WAIVES

ANY CLAIM OR CAUSE OF ACTION BASED UPON ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO HABITABILITY, MERCHANTABILITY, SUITABILITY, QUALITY, CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE WITH REGARD TO THE LEASED PREMISES. TENANT'S TAKING POSSESSION OF THE LEASED PREMISES SHALL BE CONCLUSIVE EVIDENCE THAT (1) TENANT HAS INSPECTED (OR HAS CAUSED TO BE INSPECTED) THE LEASED PREMISES, (2) TENANT ACCEPTS THE LEASED PREMISES AS BEING IN GOOD AND SATISFACTORY CONDITION AND SUITABLE FOR TENANT'S PURPOSES, AND (3) THE LEASED PREMISES FULLY COMPLIES WITH LANDLORD'S COVENANTS AND OBLIGATIONS HEREUNDER.

(i) DTPA WAIVER. TENANT WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF TENANT'S OWN SELECTION, TENANT VOLUNTARILY CONSENTS TO THIS WAIVER.

(j) WAIVER OF RIGHT TO TRIAL BY JURY. TENANT, AND ALL OF TENANT'S SUCCESSORS, SUBTENANTS, AND ASSIGNEES, AND LANDLORD EACH: (1) AGREE NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP BETWEEN LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES; AND (2) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

(k) Limitation of Landlord's Liability. TENANT AGREES THAT IF TENANT SHALL HAVE ANY CLAIM AGAINST LANDLORD UNDER THIS LEASE DIRECTLY OR INDIRECTLY ARISING OUT OF THE SUBJECT MATTER OF THIS LEASE, TENANT'S SOLE RECOURSE SHALL BE AGAINST LANDLORD'S INTEREST IN THE LEASED PREMISES FOR THE SATISFACTION OF ANY CLAIM, JUDGMENT OR DECREE REQUIRING THE PAYMENT OF MONEY BY LANDLORD AS A RESULT OF A BREACH HEREOF OR OTHERWISE IN CONNECTION WITH THIS LEASE, AND NO OTHER PROPERTY OR ASSETS OF LANDLORD OR THEIR SUCCESSORS OR ASSIGNS, SHALL BE SUBJECT TO THE LEVY, EXECUTION OR OTHER ENFORCEMENT PROCEDURE FOR THE SATISFACTION OF ANY SUCH CLAIM, JUDGMENT, INJUNCTION OR DECREE. TENANT HEREBY WAIVES CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY AND SIMILAR DAMAGES AGAINST LANDLORD.

(l) Applicable Law, Construction. The laws of the State of Texas shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. If any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, the provision shall have

the meaning which renders it valid. The submission of this document for examination does not constitute an offer to lease, this document being effective only upon execution and delivery by Landlord, Tenant and any guarantors.

(m) Time of the Essence. Time is of the essence with respect to each provision, term and covenant of this Lease.

(n) Captions. The captions are for convenience and do not limit or define the provisions of this Lease.

(o) Gender, Number. Whenever the sense of this Lease requires it, the use of (1) singular number shall be deemed to include the plural, (2) the masculine gender shall be deemed to include the feminine or neuter gender, and (3) the neuter gender shall be deemed to include the masculine and feminine gender.

(p) Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

(q) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

[Signature Page Follows]

EXECUTED this ____ day of _____, 201__.

LANDLORD:

KING HIGH HISTORICAL FOUNDATION,
a Texas Non-Profit Corporation

By: _____
Name: _____
Title: _____

TENANT:

THE CITY OF KINGSVILLE,
a Texas Home Rule Municipal Corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

**LEGAL DESCRIPTION
3.45 ACRE TRACT**

A 3.45 acre tract or parcel of land situated in Chamberlain Park, as shown on a Map of Kingsville, Kleberg County, Texas, recorded in Book "A", Page 86, Map Records of Kleberg County, Texas. Said 3.45 acre tract being more particularly described as follows:

BEGINNING at a 5/8" diameter iron rod with red cap stamped "Naismith Eng. C.C., Tx." set this survey and being at the southwest corner of said Chamberlain Park, same being the intersection of the north-right-of-way line of King Avenue (80' R.O.W.) and the east right-of-way line of 2nd Street (60' R.O.W.);

THENCE North 01°01'22" West, along the east right-of-way line of said 2nd Street, same being the west line of said Chamberlain Park, and the herein described tract, a distance of 424.61 feet to a 5/8" iron rod set with red cap stamped "Naismith Eng. C.C., Tx.", for the northwest corner;

THENCE North 88°58'48" East, departing said common line and across said Chamberlain Park being the north line of this tract, a distance of 399.88 feet to a 5/8" iron rod set for the northeast corner of this tract, same being a point on the west line of 3rd Street (60' R.O.W.);

THENCE South 01°01'12" East, along the east line of this tract and the west line of said 3rd Street, a distance of 190.58 feet to a 5/8" iron rod set for corner;

THENCE South 88°58'48" West, across said Chamberlain Park, a distance of 165.98 feet to a 5/8" iron rod set for corner;

THENCE South 01°01'12" East, across said Chamberlain Park, a distance of 118.49 feet to a 5/8" iron rod set for corner;

THENCE North 89°05'20" East, across said Chamberlain Park, a distance of 165.98 feet to a 5/8" iron rod set for corner, same being the west line of said 3rd Street;

THENCE South 01°01'12" East, along the east line of this tract and the west line of said 3rd Street, a distance of 115.14 feet to a 5/8" iron rod set for the southeast corner of this tract and said Chamberlain Park, same being the intersection of the west line of said 3rd Street with the north line of said King Avenue;

THENCE South 88°58'02" West, along the south line of this tract, same being the north line of said King Avenue, a distance of 399.85 feet to the **POINT OF BEGINNING** and containing 150,077 square feet or 3.45 acres of land.

Subject to reservation of non-exclusive parking and access easement described in Vol 425, Page 911, Official Public Records of Kleberg County, Texas.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

UPON RECORDING RETURN TO:

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

MEMORANDUM OF LEASE

This Memorandum of Lease, is made this ____ day of _____, 20____, between **King High Historical Foundation**, a Texas non-profit corporation, hereinafter designated "LANDLORD" and **The City of Kingsville**, a Home Rule Municipal Corporation, hereinafter designated "TENANT".

LANDLORD and TENANT entered into a Ground Lease Agreement (the "Agreement") on _____, 20____ for an initial term of twenty-five (25) years, commencing on the Effective Date (defined herein). Tenant has the option to extend the term for up to two (2) additional ten (10) year periods unless terminated under the terms of the Agreement.

LANDLORD has leased to TENANT that certain parcel of property (the "Property"), located at 100 N. 3rd Street, Kingsville, Texas, 78364, and being a 3.45 acre tract of land further described in that certain Gift Deed, dated December 4, 2009, by and between the Board of Trustees of the Kingsville independent School District, as Grantor, and King High Historical Foundation, as Grantee, recorded in Volume 425, Page 911, Official Public Records of Kleberg County, Texas (the "Gift Deed"), subject to Grantor's reservation of a non-exclusive parking and access easement as set forth in said Gift Deed. The Property is described in Exhibit "A" attached hereto and made a part hereof.

The Effective Date of the Agreement, of which this is a Memorandum, is _____, 20____.

The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, successors and assigns of LANDLORD and TENANT.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LANDLORD and TENANT have caused this Memorandum to be duly executed on the date first written hereinabove.

LANDLORD: King High Historical Foundation,
a Texas Non-Profit Corporation

By: _____
Print Name: _____
Print Title: _____
Date: _____

TENANT: City of Kingsville, a Home Rule
Municipal Corporation

By: _____
Print Name: _____
Print Title: _____
Date: _____

STATE OF TEXAS :
 :
COUNTY OF KLEBERG :

SS

ACKNOWLEDGEMENT

This instrument was acknowledged before me on _____, 201__, by _____, the _____ of the **King High Historical Foundation**, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS :
 :
COUNTY OF KLEBERG :

SS

ACKNOWLEDGEMENT

This instrument was acknowledged before me on _____, 201__, by _____, the _____ of the **City of Kingsville**, a Home Rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

**EXHIBIT "A" TO MEMORANDUM OF LEASE
"PROPERTY"**

EXHIBIT C

AGREEMENT DATED DECEMBER 11, 2008

[see attached]

AGREEMENT

THE STATE OF TEXAS

COUNTY OF KLEBERG

ON this 11th day of December, 2008, the BOARD OF TRUSTEES OF THE KINGSVILLE INDEPENDENT SCHOOL DISTRICT and the KING HIGH HISTORICAL FOUNDATION (collectively, the "Parties") enter into this Agreement.

P R E A M B L E

WHEREAS, the Board of Trustees of the Kingsville Independent School District (the "District") has determined that the real property known as the Old H. M. King High School property, described in attached Exhibit "A" (the "Property") is not necessary for the construction of facilities to meet the current and foreseeable needs of the District for educational purposes;

WHEREAS, the Board of Trustees is authorized by Texas Education Code Section 11.1541 and District policy CDB (LEGAL) to donate real property and improvements formerly used as a school campus to a municipality, county, state agency or a 501(c)(3) nonprofit organization;

WHEREAS, the King High Historical Foundation ("Foundation") is a Texas nonprofit corporation exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described in Section 501(c)(3) of that Code;

WHEREAS, the Foundation was formed for the purpose of preservation of the Old H.M. King High School Building located on the Property;

WHEREAS, pursuant to Texas Education Code section 11.1541, on December 11, 2008, the Kingsville Independent School District Board of Trustees, after a public hearing held on December 11, 2008, by a vote of 6 to 0, passed a Resolution donating the Property to the King High Historical Foundation, which Resolution is incorporated herein and made a part hereof by reference as if copied herein verbatim; and

WHEREAS, the Board of Trustees has determined that (1) the improvements on the Property have historical significance, (2) the transfer will further the preservation of the improvements, (3) at the time of the transfer, the District does not need the real property or improvements for educational purposes, (4) that the Foundation is a nonprofit organization as defined in Texas Education Code section 11.1541(c), and (5) the Foundation has shown to the satisfaction of the Board of Trustees that it intends to continue the use of the Property and improvements for public purposes.

WHEREAS, the Henrietta M. King High School is a structure that is listed on National Registry of Historic places, which documents the importance of the historical structure to the US and Texas; and

WHEREAS, preserving the integrity of Henrietta M. King School is important not only to the community, but also to document the history of the region, once known as the Wild Horse Desert.

NOW THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PROPERTY SUBJECT TO THIS AGREEMENT

1.1 The Property which shall be held and occupied subject to this Agreement is described as follows:

See metes and bounds description of the Property in **Exhibit "A"** attached hereto, together with all improvements on the Property.

2. CONVEYANCE

2.1 The Preamble provisions of this Agreement are incorporated herein and made part hereof and shall have a full binding effect on all of the Parties.

2.2 The covenants, restrictions and conditions set forth in this Agreement shall run with the land for the term of this Agreement and shall be binding on all Parties having any right, title or interest in the Property and their respective successors and permitted assigns.

2.3 Upon execution of this Agreement by the Parties, the District will donate the Property to the Foundation by Gift Deed in the form attached as **Exhibit "C"**.

2.4 The deed which conveyed the Property to the District contains the following express condition (the "Condition"):

The express condition of this conveyance is that the land and premises herein conveyed shall be used for public free school purposes only and that whenever same is used for any other purpose than the use of public free school or schools, the said land and premises revert immediately to me and my heirs.

2.5 **IT IS EXPRESSLY UNDERSTOOD AND AGREED** that the conveyance of the Property shall be effective for only so long as the Foundation uses the Property for a public purpose and does not execute a document that purports to convey the Property, however the Foundation shall have the right to assign the Property to a same or similar non-profit organization. In the event that the Foundation no longer uses the Property for a public purpose

or executes a document that purports to convey the Property, the Property shall revert to the District.

2.6 The District reserves from the conveyance a parking and access easement on, over and across the portion of the Property described by metes and bounds in **Exhibit "B"** attached hereto (the "Easement Property").

2.7 The District reserves from the conveyance the right to occupy and use the Laser Building and Machine Shop Building until August 30, 2010 without payment to the Foundation. During the term of such occupancy and use, the District shall, at the District's sole cost, insure and maintain the Laser Building and Machine Shop Building to the same extent insured and maintained prior to the conveyance of the Property.

2.8 The Foundation accepts conveyance of the Property subject to the Conditions and reservations herein.

3. USE

3.1 The Foundation shall preserve and restore the Old H.M. King High School Building and, to the extent applicable, coordinate such restoration with the Texas Historical Commission.

3.2 The Foundation shall use the Property and improvements on the Property for public purposes. Subject to acceptance by the City of Kingsville, a portion of the Old H.M King High School Building may be used as a City Hall.

3.3 The Property may be used for educational purposes, however, in no event shall the Property or improvements on the Property, or a portion thereof, be used by any public school district except the Kingsville Independent School District.¹

3.4 The District Board of Trustees will determine and assign a representative of the District to the Foundation Board of Directors. The Foundation shall appoint the District's representative as a non-voting, ex-officio member of the Foundation's Board of Directors.

4. ENFORCEMENT

4.1 Any material breach or violation the provisions of this Agreement by any Party shall give rise immediately to the right on the part of a non-violating Party, at its option, upon thirty (30) days' written notice to the violating Party, to have the violating Party cure the breach or violation within 120 days.

4.2 In addition to any other remedy of any Party provided herein, any Party shall have the right, but not the obligation, to enforce all provisions of this Agreement. Failure to enforce any provision shall not be deemed a waiver of the right. The Agreement may be enforced by a Party, its successors and permitted assigns, by any and all remedies available at law or in equity,

¹ No other school entity will be allowed to become a permanent tenant within the confines of the Old King High Property.

including, without limitation, injunctive relief, without the necessity of showing irreparable harm or injury.

4.3 Notwithstanding any other provision of this Agreement, if the Foundation has not begun use of the Old H.M. King High School for a public purpose within ten (10) years of the effective date of this Agreement, upon notice and opportunity to cure as provided in section 4.1, all right, title and interest in the Property shall automatically revert to and vest in the District without the necessity of any further act on the part of or on behalf of the District, it being the intent of District to convey a determinable estate. The Parties agree that the conveyance of the Old H.M. King High School to the Foundation is subject to the provisions of Texas Education Code section 11.1541, as amended.

5. **TERM.** This Agreement shall run with and bind the Property for a period of twenty-five (25) years from the effective date hereof, after which time the Agreement shall be automatically extended for successive periods of ten (10) years each, unless terminated by written notice executed by the Parties.

6. GENERAL PROVISIONS

6.1 This Agreement constitutes the final and entire agreement between the Parties hereto as of the Effective Date and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same is in writing, dated subsequent to the date hereof, and duly executed by the Parties.

6.2 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed given if in writing and mailed, registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below:

Kingsville Independent School District
ATTN: Superintendent of Schools
PO Box 871
Kingsville, Texas 78364-0871

King High Historical Foundation
700 North Saint Mary's Street, Suite 1200
San Antonio, Texas 78205-3510

With copy to:
Jane H. Macon
Fulbright & Jaworski, LLP
300 Convent Street, Suite 2200
San Antonio, Texas 78205

6.3 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any

other similar such relationship between the Parties hereto. It is expressly understood and agreed that the Foundation is and shall be deemed to be an independent entity responsible to all Parties for its acts or omissions and that the District shall in no way be responsible therefore.

6.4 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Kleberg County, Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of Kingsville, Kleberg County, Texas.

6.5 This Agreement may be executed in multiple counterparts, which together shall constitute but one and the same instrument, and counterpart of the signature pages hereto separately executed by each of the Parties hereto may be collated and attached to one counterpart hereof to collectively constitute one fully executed instrument.

6.6 Invalidation of any one of the provisions, covenants or restrictions set forth in this Declaration by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have duly executed this Agreement on the date of signatory by the parties below.

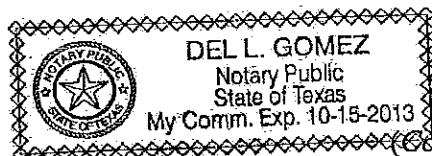
BOARD OF TRUSTEES of the
KINGSVILLE INDEPENDENT SCHOOL
DISTRICT

By: *Larry E. Garza*
Name: Larry Garza
Title: President

THE STATE OF TEXAS

COUNTY OF KLEBERG

This instrument was acknowledged before me on *September 3*, 2009, by *Larry Garza*, President of the Board of Trustees of the Kingsville independent School District, an independent school district and political subdivision of the State of Texas, on behalf of said political subdivision.



Del L. Gomez
Notary Public, State of Texas

(Counterpart signature page follows)

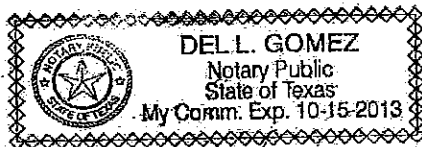
KING HIGH HISTORICAL FOUNDATION:

By: _____
Name: Delia Gomez
Title: _____

THE STATE OF TEXAS

COUNTY OF KLEBERG

This instrument was acknowledged before me on December 3, 2009, by Delia Gomez, President of the King High Historical Foundation, a Texas Nonprofit Corporation, on behalf of said corporation.



Del L. Gomez
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Mr. George E. Grimes, Jr.
WALSH, ANDERSON, BROWN, SCHULZE & ALDRIDGE, P.C.
100 N.E. Loop 410, Suite 900
San Antonio, Texas 78216

"EXHIBIT A"

**LEGAL DESCRIPTION
3.45 ACRE TRACT**

A 3.45 acre tract or parcel of land situated in Chamberlain Park, as shown on a Map of Kingsville, Kleberg County, Texas, recorded in Book "A", Page 86, Map Records of Kleberg County, Texas. Said 3.45 acre tract being more particularly described as follows:

BEGINNING at a 5/8" diameter iron rod with red cap stamped "Naismith Eng. C.C., Tx." set this survey and being at the southwest corner of said Chamberlain Park, same being the intersection of the north right-of-way line of King Avenue (80' R.O.W.) and the east right-of-way line of 2nd Street (60' R.O.W.);

THENCE North 01°01'22" West, along the east right-of-way line of said 2nd Street, same being the west line of said Chamberlain Park, and the herein described tract, a distance of 424.61 feet to a 5/8" iron rod set with red cap stamped "Naismith Eng. C.C., Tx.", for the northwest corner;

THENCE North 88°58'48" East, departing said common line and across said Chamberlain Park being the north line of this tract, a distance of 399.88 feet to a 5/8" iron rod set for the northeast corner of this tract, same being a point on the west line of 3rd Street (60' R.O.W.);

THENCE South 01°01'12" East, along the east line of this tract and the west line of said 3rd Street, a distance of 190.58 feet to a 5/8" iron rod set for corner;

THENCE South 88°58'48" West, across said Chamberlain Park, a distance of 165.98 feet to a 5/8" iron rod set for corner;

THENCE South 01°01'12" East, across said Chamberlain Park, a distance of 118.49 feet to a 5/8" iron rod set for corner;

THENCE North 89°05'20" East, across said Chamberlain Park, a distance of 165.98 feet to a 5/8" iron rod set for corner, same being the west line of said 3rd Street;

THENCE South 01°01'12" East, along the east line of this tract and the west line of said 3rd Street, a distance of 115.14 feet to a 5/8" iron rod set for the southeast corner of this tract and said Chamberlain Park, same being the intersection of the west line of said 3rd Street with the north line of said King Avenue;

THENCE South 88°58'02" West, along the south line of this tract, same being the north line of said King Avenue, a distance of 399.85 feet to the **POINT OF BEGINNING** and containing 150,077 square feet or 3.45 acres of land.

NOTE:

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983) AND ALL DISTANCES ARE TRUE DISTANCES.

Larry A. Fisher

Larry A. Fisher, RPLS
Registered Professional Land Surveyor
Texas Registration No. 4147
Naismith Engineering, Inc.



Date: 11-10-2008

EXHIBIT "B"

**ACCESS EASEMENT
LEGAL DESCRIPTION
0.58 ACRE TRACT**

A 0.58 acre tract or parcel of land situated in Chamberlain Park, as shown on a Map of Kingsville, Kleberg County, Texas, recorded in Book "A", Page 86, Map Records of Kleberg County, Texas. Said 0.58 acre tract being more particularly described as follows:

COMMENCING at a 5/8" diameter iron rod with red cap stamped "Naismith Eng. C.C., Tx." set this survey and being at the southwest corner of said Chamberlain Park, same being the intersection of the north right-of-way line of King Avenue (80' R.O.W.) and the east right-of-way line of 2nd Street (60' R.O.W.);

THENCE N 88°58'02" E, along said north right-of-way line of King Avenue, a distance of 131.38 feet to the southwest corner of the herein described access easement and **THE POINT OF BEGINNING**;

THENCE North 01°56'13" West, departing said King Avenue right-of-way and across said Chamberlain Park, a distance of 80.67 feet to a point for corner;

THENCE North 46°21'03" East, across said Chamberlain Park, a distance of 34.61 feet to a point for corner;

THENCE North 85° 12'25" East, across said Chamberlain Park, a distance of 87.01 feet to a point for corner;

THENCE North 02°21'01" East, across said Chamberlain Park, a distance of 5.68 feet to a point for corner;

THENCE North 89°05'20" East, across said Chamberlain Park, a distance of 138.55 to a point for corner;

THENCE South 01 °02'17" East, across said Chamberlain Park, a distance of 101.22 feet to a point for corner;

THENCE South 88°35'17" West, across said Chamberlain Park, a distance of 149.64 feet to a point for corner;

THENCE South 01°00'47" West, across said Chamberlain Park, a distance of 9.39 feet to a point for corner;

THENCE South 88°04'32" West, across said Chamberlain Park, a distance of 55.24 feet to a point for corner;

THENCE South 00°55'26" West, across said Chamberlain Park, a distance of 2.72 feet to a point for corner, same being the north right-of-way line of said King Avenue;

THENCE South 88°58'02" West, along said right-of-way of King Avenue, a distance of 44.62 feet to the POINT OF BEGINNING and containing 25,413 square feet or 0.58 acre of land.

NOTE:

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983) AND ALL DISTANCES ARE TRUE DISTANCES.

Larry A. Fisher

Larry A. Fisher, RPLS
Registered Professional Land Surveyor
Texas Registration No. 4147
Naismith Engineering, Inc.

Date: 11-12-2008



EXHIBIT D

GIFT DEED DATED DECEMBER 4, 2009

[see attached]

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

281922

GIFT DEED

Date: December 4, 2009

Grantor: BOARD OF TRUSTEES OF THE
KINGSVILLE INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address: 207 N. Third
Kingsville, Texas 78363
Kleberg County

Grantee: KING HIGH HISTORICAL FOUNDATION, a Texas Non-Profit
Corporation

Grantee's Mailing Address: 700 North Saint Mary's Street, Suite 1200
San Antonio, Texas 78205-3510
Bexar County

Consideration: Pursuant to the terms of Kingsville Independent School District's Board of Trustee's December 11, 2008, Resolution authorizing the donation of the below described real property and the improvements thereon and pursuant to Texas Education Code section 11.1541 (Vernon 2006).

Property:

See metes and bounds description of the real property and improvements thereon (the "Property") in Exhibit "A" attached hereto and made a part hereof for all purposes ("Land"), together with improvements to the Land ("Improvements").

Fee Simple Determinable Condition:

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this conveyance shall be effective for only so long as Grantee uses the Property for a public purpose and does not execute a document that purports to convey the Property. In the event that Grantee no longer uses the Property for a public purpose or executes a document that purports to convey the Property, the Property shall revert to Grantor.

Reservations from and Exceptions to Conveyance and Warranty:

Grantor reserves a non-exclusive, perpetual parking and access easement on, over and across the portion of the Property described by metes and bounds on Exhibit "B" attached hereto.

Reversionary interests in the Property contained in the deed from Henrietta M. King to the Trustees of the Kingsville Independent School District dated October 14, 1911, filed for record in Volume ___, Page ___, of the deed records of Kleberg County, Texas.

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments; other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Kleberg County water or utility district; and taxes for 2010, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

The following conditions apply to this transaction pursuant to Federal Court Order in Civil Action No. 5281, *United States v. Texas*:

The further covenant, consideration and condition is that the following restrictions shall in all things be observed, followed and complied with:

- a. The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- b. The above-described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which intends to create, maintain, reinforce, renew, or encourage, a dual system.

These restrictions and conditions shall be binding upon the Grantee, its successors and assigns, for a period of fifty years from the date hereof; and in case of violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and invest in the Grantor herein and its successors, this instrument shall be null and void, and Grantor and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Grantor herein and its successors shall be a waiver of the operation or enforcement of such condition.

The restrictions set out in paragraph "a" above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in paragraph "b" above shall be construed for the benefit of any public school district or any person prejudiced by its violation.

The property described herein is gifted in its present "as is" condition. Grantor makes no warranties or representations, expressed or implied, as to the quality, quantity, or condition of the property or the improvements situated upon the property. Grantee herein, in accepting this Deed, acknowledges that it has inspected the property, is fully cognizant of the property's condition, and accepts it in its "as is" condition. Grantee acknowledges that there is no obligation of any kind upon Grantor to make any repairs to, restoration of, or maintenance of the property or the improvements.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns for as long as the Fee Simple Determinable Condition is satisfied, and if the Fee Simple Determinable Condition is not satisfied, the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being the Grantor's intent to convey a fee simple determinable estate to Grantee. Grantor binds itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

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

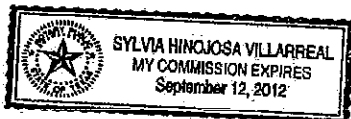
BOARD OF TRUSTEES OF THE
KINGSVILLE INDEPENDENT SCHOOL
DISTRICT

By: *Larry Garza*
Larry Garza, President

THE STATE OF TEXAS }
 }
COUNTY OF KLEBERG } ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared LARRY GARZA, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Kingsville Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on December 11, 2008; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

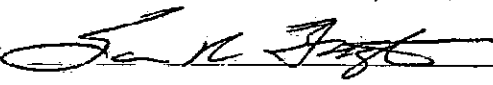
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 16th day of December, 2009.



Sylvia Hinojosa Villarreal
Notary Public, State of Texas

ACKNOWLEDGED AND APPROVED:

KING HIGH HISTORICAL FOUNDATION, a Texas Non-Profit Corporation

By: 

Printed Name: SAM R. FUGATE

Title: Board member

Date: 12/18/09

Return to Grantee's Address:

King High Historical Foundation

700 North Saint Mary's Street, Suite 1200

San Antonio, Texas 78205-3510

EXHIBIT "A"

LEGAL DESCRIPTION

3.45 ACRE TRACT

A 3.45 acre tract or parcel of land situated in Chamberlain Park, as shown on a Map of Kingsville, Kleberg County, Texas, recorded in Book "A", Page 86, Map Records of Kleberg County, Texas. Said 3.45 acre tract being more particularly described as follows:

BEGINNING at a 5/8" diameter iron rod with red cap stamped "Naismith Eng. C.C., Tx." set this survey and being at the southwest corner of said Chamberlain Park, same being the intersection of the north right-of-way line of King Avenue (80' R.O.W.) and the east right-of-way line of 2nd Street (60' R.O.W.);

THENCE North 01°01'22" West, along the east right-of-way line of said 2nd Street, same being the west line of said Chamberlain Park, and the herein described tract, a distance of 424.61 feet to a 5/8" iron rod set with red cap stamped "Naismith Eng. C.C., Tx.", for the northwest corner;

THENCE North 88°58'48" East, departing said common line and across said Chamberlain Park being the north line of this tract, a distance of 399.88 feet to a 5/8" iron rod set for the northeast corner of this tract, same being a point on the west line of 3rd Street (60' R.O.W.);

THENCE South 01°01'12" East, along the east line of this tract and the west line of said 3rd Street, a distance of 190.58 feet to a 5/8" iron rod set for corner;

THENCE South 88°58'48" West, across said Chamberlain Park, a distance of 165.98 feet to a 5/8" iron rod set for corner;

THENCE South 01°01'12" East, across said Chamberlain Park, a distance of 118.49 feet to a 5/8" iron rod set for corner;

THENCE North 89°05'20" East, across said Chamberlain Park, a distance of 165.98 feet to a 5/8" iron rod set for corner, same being the west line of said 3rd Street;

THENCE South 01°01'12" East, along the east line of this tract and the west line of said 3rd Street, a distance of 115.14 feet to a 5/8" iron rod set for the southeast corner of this tract and said Chamberlain Park, same being the intersection of the west line of said 3rd Street with the north line of said King Avenue;

THENCE South 88°58'02" West, along the south line of this tract, same being the north line of said King Avenue, a distance of 399.85 feet to the **POINT OF BEGINNING** and containing 150,077 square feet or 3.45 acres of land.

NOTE:

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983) AND ALL DISTANCES ARE TRUE DISTANCES.

Larry A. Fisher

Larry A. Fisher, RPLS
Registered Professional Land Surveyor
Texas Registration No. 4147
Naismith Engineering, Inc.

Date: 11-10-2008



EXHIBIT "B"
ACCESS EASEMENT
LEGAL DESCRIPTION
0.58 ACRE TRACT

A 0.58 acre tract or parcel of land situated in Chamberlain Park, as shown on a Map of Kingsville, Kleberg County, Texas, recorded in Book "A", Page 86, Map Records of Kleberg County, Texas. Said 0.58 acre tract being more particularly described as follows:

COMMENCING at a 5/8' diameter iron rod with red cap stamped "Naismith Eng. C.C., Tx." set this survey and being at the southwest corner of said Chamberlain Park, same being the intersection of the north right-of-way line of King Avenue (80' R.O.W.) and the east right-of-way line of 2nd Street (60' R.O.W.);

THENCE N 88°58'02" E, along said north right-of-way line of King Avenue, a distance of 131.38 feet to the southwest corner of the herein described access easement and **THE POINT OF BEGINNING**;

THENCE North 01°56'13" West, departing said King Avenue right-of-way and across said Chamberlain Park, a distance of 80.67 feet to a point for corner;

THENCE North 46°21'03" East, across said Chamberlain Park, a distance of 34.61 feet to a point for corner;

THENCE North 85° 12'25" East, across said Chamberlain Park, a distance of 87.01 feet to a point for corner;

THENCE North 02°21'01" East, across said Chamberlain Park, a distance of 5.68 feet to a point for corner;

THENCE North 89°05'20" East, across said Chamberlain Park, a distance of 138.55 to a point for corner;

THENCE South 01 °02'17" East, across said Chamberlain Park, a distance of 101.22 feet to a point for corner;

THENCE South 88°35'17" West, across said Chamberlain Park, a distance of 149.64 feet to a point for corner;

THENCE South 01°00'47" West, across said Chamberlain Park, a distance of 9.39 feet to a point for corner;

THENCE South 88°04'32" West, across said Chamberlain Park, a distance of 55.24 feet to a point for corner;

THENCE South 00°55'26" West, across said Chamberlain Park, a distance of 2.72 feet to a point for corner, same being the north right-of-way line of said King Avenue;

THENCE South 88°58'02" West, along said right-of-way of King Avenue, a distance of 44.62 feet to the **POINT OF BEGINNING** and containing 25,413 square feet or 0.58 acre of land.

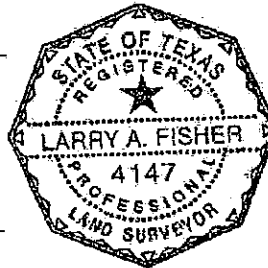
NOTE:

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983) AND ALL DISTANCES ARE TRUE DISTANCES.

Larry A. Fisher

Larry A. Fisher, RPLS
Registered Professional Land Surveyor
Texas Registration No. 4147
Naismith Engineering, Inc.

Date: 11-12-2008



VOL. 425 PAGE 920

FILE# 281922

FILED FOR RECORD

2010 JAN - 5 AM 11:41

LEO ALARCON
COUNTY CLERK KLEBERG COUNTY

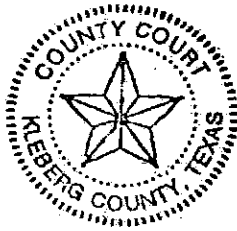
BY *Clarissa M. Moreno*
DEPUTY
CLARISSA M. MORENO

THE STATE OF TEXAS, COUNTY OF KLEBERG, I HEREBY CERTIFY THAT
THIS INSTRUMENT WAS FILED ON THE DATE AND TIME STAMPED
HEREON BY ME AND WAS DULY RECORDED IN THE OFFICIAL RECORDS
OF KLEBERG COUNTY, TEXAS

VOL. 425 PAGE 911

JAN - 7 2010

RECORDING DATE



Leo Alarcon

LEO ALARCON
COUNTY CLERK, KLEBERG COUNTY

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR
USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE INVALID AND ENFORCEABLE UNDER FEDERAL LAW

RETURN TO:

LAW OFFICE OF SAM FUGATE
PO BOX 1265
KINGSVILLE, TX 78364-1265

RECORDERS MEMORANDUM:

ALL OR PART OF A SOCIAL SECURITY NUMBER, IF CONTAINED IN THIS DOCUMENT,
MAY HAVE BEEN REDACTED. TEX. GOV'T CODE SEC. 552.147 (b) THE COUNTY CLERK
MAY REDACT A LIVING PERSON'S SOCIAL SECURITY NUMBER FROM ANY OR
ALL DOCUMENTS CONTAINED FOR DISCLOSURE BY KLEBERG COUNTY.

EXHIBIT E

BUDGET

[see attached]

Exhibit E

Budget – Historic HM King High School Renovations

The City of Kingsville has set aside funding in FY 2014-2015 budget for renovation expenditures from the following funding sources

- Fund 091 – General Fund Capital Projects - \$2,700,000
- Fund 054 – Utility Fund Capital Projects - \$700,000

There is an additional budget amendment request in the amount of \$467,519 from Fund 051 – Utility Fund.

AGENDA ITEM #4



Purchasing/Technology Department

361-595-8025
361-595-8035 Fax

DATE: November 5, 2014
TO: City Commission through City Manager
FROM: David Mason, Purchasing/Technology Director
SUBJECT: Drilling of Water Well #25

SUMMARY

This item authorizes the award of the contract for the drilling portion of Water Well # 25.

BACKGROUND

LVN Engineering, 801 Navigation, Corpus Christi, TX is the engineer of record for this project and created the bid documents. Bids were advertised in the Kingsville Record on July 27, 2014 and August 3, 2014. A prebid meeting was held August 6, 2014 at 10:30 am in the City of Kingsville Commission Chambers with site visitation. Bid opening was August 23, 2014 at 1:30 pm with three (3) responsive bids for drilling and one for tank construction. Bid Tab for drilling portion is below:

Alsay, Inc	McKinnley Drilling	Layne Corp.
\$723,000	\$928,600	\$943,600

RECOMMENDATION

It is recommended the contract for the drilling of the water well be awarded to Alsay Inc., 3359 S. E Loop 410, San Antonio, TX 78222. Juan Pimentel, P.E. of LVN is in concurrence as indicate by his attached recommendation.

FINANCIAL IMPACT

This will expend \$723,000.00 from 066-5-600.2-720.25 CO Series 2011-Utility, of which there is currently a balance of \$798,853.00.



Engineering Department

361-595-8007
361-595-8035 Fax

DATE: Thursday November 6, 2014
TO: City Commission through City Manager
FROM: Juan Carlos Cardenas, Director of Public Works/City Engineer
SUBJECT: Supplemental information for pump house and ground storage tank for well #25

The construction of Well #25 is funded by CO 2011 Utility fund 066. There are two components of Well #25 that was designed and bid: The construction of water well #25 and the construction of the Pump house and ground storage tank. In August 2014, both components were designed and bid simultaneously. The bids came in at \$723,000.00 for the water well and \$572,730.00 for the pump house and ground storage tank. Furthermore, the Engineer's estimate did comply with bids and CO 2011 fund 66. However, in FY 2014 only the construction of the water well #25 was budgeted (\$798,853.00, bid came in at \$723,000.00). In FY 2013 – 2014 the water well portion was budgeted but did not get completed, due to the time taken to acquire the property. This project was rolled over to 2014-2015. The pump house and ground storage tank was not budgeted in FY 2013-2014 and therefore not rolled over in FY 2014-2015.

There are sufficient funds for the construction of the pump house and ground storage tank in the fund balance of CO 2011 Utility fund 066 (\$1.2M remaining after FY 2014). The construction bid for the pump house and ground storage tank came in at \$572,730.00.

A budget amendment will follow in the next few weeks for the construction of the pump house and ground storage tank for water well #25 for completion later this fiscal year (FY 2015).



engineers | architects | contractors

Solutions Today with a
Vision for Tomorrow

September 10, 2014

Mr. Vincent J. Capell, City Manager
City of Kingsville
200 East Kleberg Street
Kingsville, Texas 78364

**Re: City of Kingsville, Texas
Water Well No. 25 Improvements
Recommendation of Award**

Dear Mr. Capell:

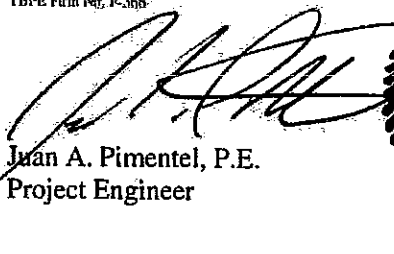
Bids were opened and read aloud on Wednesday, August 20, 2014 for the above referenced project. Three (3) bids were received and the results are shown on the attached bid summary and bid tabulation sheets. The low/best bidder on the project is Alsay Inc., 3359 S. E. Loop 410, San Antonio, Texas 78222 with a Total Base Bid in the amount of \$723,000.00.

I have reviewed the Contractor's qualifications and bid documents, and it is my recommendation that the City award the project to Alsay Inc. in the total amount of \$723,000.00.

Sincerely,

LNV

Engineers | Architects | Contractors
DBE Firm No. E-366


Juan A. Pimentel, P.E.
Project Engineer



Attachments (2)

U:\Kingsville\10133 - Engineering Services\020 - Water Well\Bidding\Recomm Letter Water 25 Bid A.doc

Bid Summary Sheet

Project:	Water Well No. 25		
Owner:	City of Kingsville, Texas		
Bid Date & Time:	Wednesday, August 20, 2014	@ 1:30 PM	

CONTRACTOR		BID DOCUMENTS	ADD #1	A) Well B) GST/ Pump Bldg.
Layne TX	<input checked="" type="checkbox"/>	Bid Security		A) \$943,600.00
	<input checked="" type="checkbox"/>	Proposal Form		B) N/A
	<input checked="" type="checkbox"/>	Disclosure Forms		
Alsay	<input checked="" type="checkbox"/>	Bid Security		A) \$723,000.00
	<input checked="" type="checkbox"/>	Proposal Form		B) N/A
	<input checked="" type="checkbox"/>	Disclosure Forms		
McKinley	<input checked="" type="checkbox"/>	Bid Security		A) \$928,300.00
	<input checked="" type="checkbox"/>	Proposal Form		B) N/A
	<input checked="" type="checkbox"/>	Disclosure Forms		
Hubert Construction	<input checked="" type="checkbox"/>	Bid Security		A) N/A
	<input checked="" type="checkbox"/>	Proposal Form		B) \$572,730.00
	<input checked="" type="checkbox"/>	Disclosure Forms		
	<input type="checkbox"/>	Bid Security		A)
	<input type="checkbox"/>	Proposal Form		B)
	<input type="checkbox"/>	Disclosure Forms		
	<input type="checkbox"/>	Bid Security		A)
	<input type="checkbox"/>	Proposal Form		B)
	<input type="checkbox"/>	Disclosure Forms		
	<input type="checkbox"/>	Bid Security		A)
	<input type="checkbox"/>	Proposal Form		B)
	<input type="checkbox"/>	Disclosure Forms		
	<input type="checkbox"/>	Bid Security		A)
	<input type="checkbox"/>	Proposal Form		B)
	<input type="checkbox"/>	Disclosure Forms		
	<input type="checkbox"/>	Bid Security		A)
	<input type="checkbox"/>	Proposal Form		B)
	<input type="checkbox"/>	Disclosure Forms		
	<input type="checkbox"/>	Bid Security		A)
	<input type="checkbox"/>	Proposal Form		B)
	<input type="checkbox"/>	Disclosure Forms		

BID TABULATION PROPOSAL (A)

CITY OF KINGSVILLE
KINGSVILLE WATER WELL NO. 25
DATE: AUGUST 20, 2014

LNV ENGINEERING
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: 361/883-1984
FAX: 361/883-1986

				McKinley Drilling P.O. Box 7197 Pearland, TX 77661		Alco, Inc. 335 S. Loop 410 San Antonio, TX 78222		Parr Co. 5931 Britton Rd Houston, TX 77041	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WATER WELL IMPROVEMENTS									
A-1	1	LS	WATER WELL INCLUDING PUMP, MOTOR, COLUMN PIPE CASING, FITTINGS, AND ALL ITEMS NOT MENTION BUT NECESSARY TO COMPLETE IN PLACE per plans and specifications, complete in place per lump sum.	928,300.00	928,300.00	723,000.00	723,000.00	943,600.00	943,600.00
WATER WELL IMPROVEMENTS SUB-TOTAL:					928,300.00		723,000.00		943,600.00
TOTAL OF BASE BID ITEMS					\$928,300.00		\$723,000.00		\$943,600.00



ALSAYWATER.COM

November 5, 2014

LNV Engineers
801 Navigation, Suite 300
Corpus Christi, TX. 78408

Attn: Hector Castenada

Re: Kingsville Water Well No.25

Hector,

This letter is confirming that our original bid price for the above referenced water well that bid on August 20, 2014 for a total of \$723,000.00 is still applicable. Discussions with our suppliers and contractors have determined that the pricing provided at the time of the bid will be honored.

Alsay appreciates the City of Kingsville considering our bid and if we can provide any additional information please give me a call.

Sincerely

Steve Bell
General Manager

AGENDA ITEM #5



Purchasing/Technology Department

DATE: October 29, 2014

TO: City Commission through City Manager

FROM: David Mason, Purchasing/IT Director

SUBJECT: Landfill Dump Truck

SUMMARY

This item authorizes the purchase of one 14 cu yd dump truck for use at the landfill.

BACKGROUND

We contacted three vendors for pricing on a 14 cu yd dump truck and we received options from two potential BuyBoard vendors as shown below.

Quote Tab Dump Truck			
Rush Truck	Rush Truck	Grande Truck Center	Grande Truck Center
Peterbilt 348	Peterbilt 348	Western Star 4700	Western Star 4700 w/ bed vibrator
Black and White	Brown and Brown	Stock	Stock
\$116,405.00	\$121,355.00	\$114,389.00	\$130,169.00

RECOMMENDATION

We believe the best value for the City is a new 2014 Peterbilt 340 with 14 cu yd dump body. The advantage of the Peterbilt from Rush Truck is locally available parts and service. We are currently using two Peterbilts in our fleet and they have proven reliable. Rush has parts and service available in Calallen, Alice, Pharr and across the State of Texas.

FINANCIAL IMPACT

The purchase will expend from 001-5-107.3-7111.00. The white cab with black dump body is \$116,405.00 and to have it painted brown on brown to match other City of Kingsville dump trucks will add \$4,950.00 to the cost for a total expenditure of \$121,355.00. As Rush Truck is an approved BuyBoard vendor, this falls under allowable cooperative purchasing under Interlocal Government Act and Local Government Code Chapter 271.

AGENDA ITEM #6



Purchasing/Technology Department

DATE: October 29, 2014
TO: City Commission through City Manager
FROM: David Mason, Purchasing/IT Director
SUBJECT: Vehicles for Various Departments

SUMMARY

This item authorizes the purchase of vehicles for various City Departments.

BACKGROUND

RECOMMENDATION/ FINANCIAL IMPACT

We recommend purchasing the following vehicles from Silsbee Ford, 1211 Hwy 96 N, Silsbee, TX 77656, who is an approved BuyBoard vendor:

Police Dept

Ford Fusions for CID, 4 ea. @ \$16,403.00 ea, = \$65,614.00..... 039-5-210.4-711.00

Task Force

Ford Explorer, Police Interceptor, 1ea. @ \$24,880.90..... 008-5-233.711.00

Community Appearance

Ford F250 Caribou Brown ECSB 1 ea. @ \$22,070.90 001-5-160.3-711.00

Health Department

Ford F250 Blue Jean Blue SCLB 1 ea. @ \$19,575.00 001-5-440.0-711.00

Fire Dept

Ford F150 Red CCSB 1ea. @ \$25,738.64 091-5-220.0-711.00

Ford F350 Red DRW CCSvcBody 1 ea. @ \$47,040.00 091-5-220.0-711.00

Water Production

Ford F150 Blue Jean Blue RCLB 1 ea. @ \$19,704.40 051-5-600.2-711.00

As Silsbee Ford is an approved BuyBoard vendor, this falls under allowable cooperative purchasing under the Interlocal Government Act and Local Government Code Chapter 271.

These capital expenditures were budgeted for each department in the FY14-15 Budget.

AGENDA ITEM #7



Purchasing/Technology Department

DATE: October 29, 2014

TO: City Commission through City Manager

FROM: David Mason, Purchasing/IT Director

SUBJECT: Change in contract terms

On July 14, 2014 City Commission approved Bid 14-14 Curb, Gutter, and Driveway Repair to Etech Construction as a part of the asphaltic streets rebuild program. The FY 14 price was \$7.50 per linear foot of curb & gutter and \$32.00 of square foot of driveway. A 5% escalation clause for FY 2015 was included to bring the FY 15 price to \$7.88 and \$33.60. Due to dramatic increases in the cost of concrete and rebar, as well as some in labor, the Contractor is no longer able to perform the work at the quoted prices. He is asking for a twenty-five (25) percent increase to cover these additional and unforeseen price increases. The primary reason for these price increases is the increase in demand for concrete and steel due to the rapid increase in oil exploration and production in the Eagle Ford and other shale plays. A 25% increase would result in the following change in prices: from \$7.88 to \$9.85 and from \$33.60 to \$42.00. The City currently has approximately 4,000 linear feet of curb and gutter planned along with asphaltic street repair. Coupled with the approximately fifty (50) driveways this price increase has the potential to raise our costs from \$128,000 to \$172,000 for curb and gutter and from \$60,000 to \$78,750 on driveways. This \$58,500 could change our costs from \$192,000 to \$250,500 which is within the budgeted amount for FY15. Budgeted are available as certain streets and/or certain areas of curb and gutter were deemed unnecessary for repair. With these costs savings FY 15 activities should be able to be completed within budgetary amounts.

It is recommended the City Commission approve these changes as opposed to a rebid as with the market volatility still in place the new bid prices could be significantly higher than the proposed price increase.

AGENDA ITEM #8



Purchasing/Technology Department

DATE: October 29, 2014

TO: City Commission through City Manager

FROM: David Mason, Purchasing/IT Director

SUBJECT: Out of State Travel Anaheim CA

SUMMARY

This item is to authorize the out of state travel for two employees to attend the Laserfiche Empower Conference in Anaheim CA.

BACKGROUND

Laserfiche is hosting its annual Empower Conference on January 13-16, 2015, in Anaheim, CA. City Staff would like to request permission to attend this conference, which offers four days of technical training, comprehensive classes.

Empower 2015 will also provide an abundance of networking opportunities, allowing employees to brainstorm with peers from around the world and pick up best-practice ideas to use here at the City.

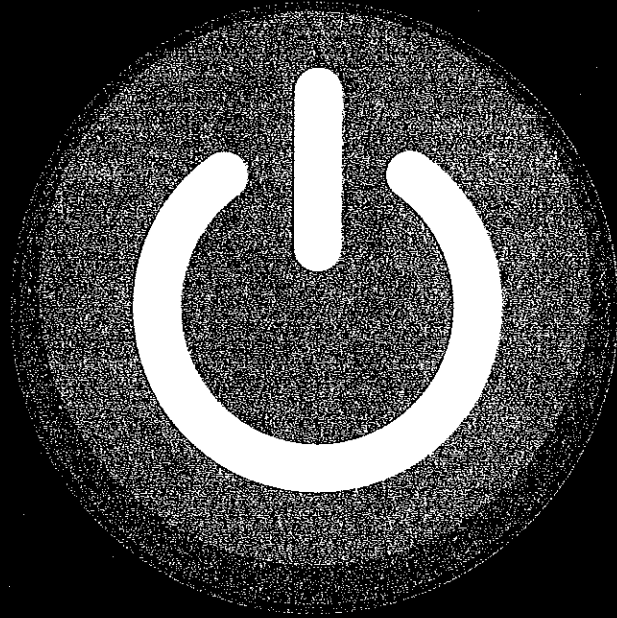
The courses are broken down into technical, business, and end-user tracks. Therefore, it is advantageous to have multiple people attend. Additionally, there will be hands on labs to provide on-site training as well as software and business developers.

RECOMMENDATION

City Staff recommends that we send two people to the Empower conference each attending different course tracks to gain the most out of the event. Additionally, we have one of the registrations pre-paid via the service contract with MCCI and any additional registrations are offered at a significant discount.

FINANCIAL IMPACT

The purchase will expend from 001-1902-31600 and from 001-5-1010-31600. Registration cost will be paid for on up to two employee (\$695.00) value. Lunch and breakfast will be provided each day of the conference. The travel cost include airfare of \$294.00, hotel \$580.00, and meals \$141.00 per persons. This is a total of \$1015.00 per person.



Laserfiche EMPOWER2015

.....

An Investment in Your Organization's Success

Laserfiche Empower 2015 Conference

The Laserfiche Empower Conference provides a proven way to improve your technical skillset, spark new ideas and accelerate Laserfiche projects. In fact, **98.6%** of the people who attended last year thought that their investment paid off.

“The amount of information, knowledge, experience and support that you get from attending the Empower Conference is absolutely priceless.”

Records Manager



“The conference was well worth the cost. I have a much better idea of where we should go and how to get there.”

Finance Manager



“This was the best money I have spent in four years at my organization.”

Coordinator of
Network Support



Do you feel Empower
was worth your investment
of time and money?

98.6%
YES

Empower Success Stories: This Could Be You!



Doug Miller, Operations Manager at the Canadian Seed Growers Association, said, "Last year was my first conference. After the first day, I was a Laserfiche believer, and then a dreamer."

He went on to build more than 50 workflows that have revolutionized the way his organization does business and said, "People think our organization is big, but we're only 11 people. And that's because of our fast, efficient output. The Laserfiche suite offering allows you to have a lot of firepower."



John Barragan, COO of Girard Securities, Inc., also learned the power of Laserfiche Workflow at Empower. "In the past, we used Laserfiche like a Windows file directory structure... During Empower 2013, I was in the Long Beach Police Department's session and I saw automation

for the first time, and the light bulb went on... I knew we could use Laserfiche Rio to automate our entire operation across the U.S."

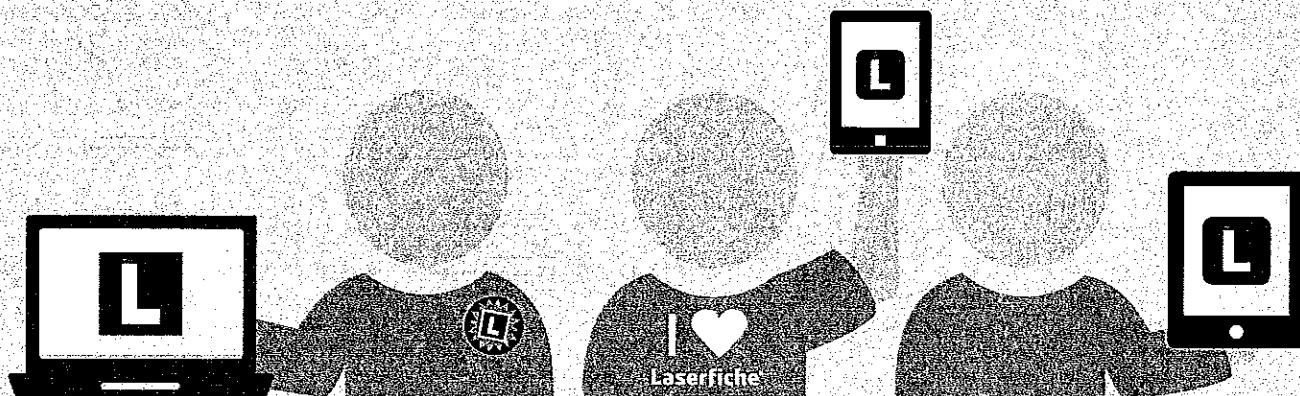


Meanwhile, **Faz Kiatkwankul**, Senior IT Analyst for the City of Newport Beach, CA, said, "A year ago I was here at Empower learning how to use Laserfiche Quick Fields and Workflow, and now I have a success story to share with you!"

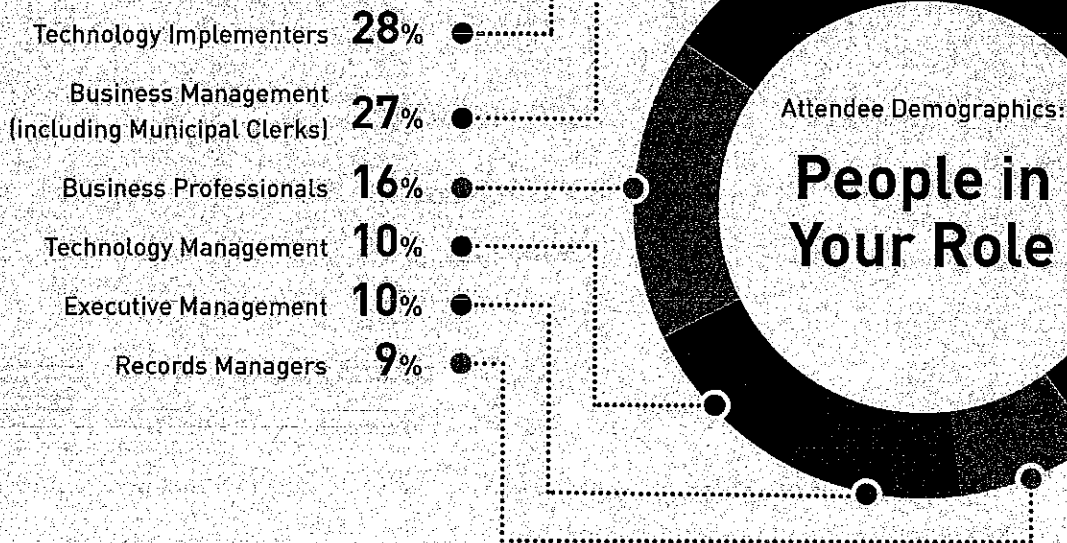
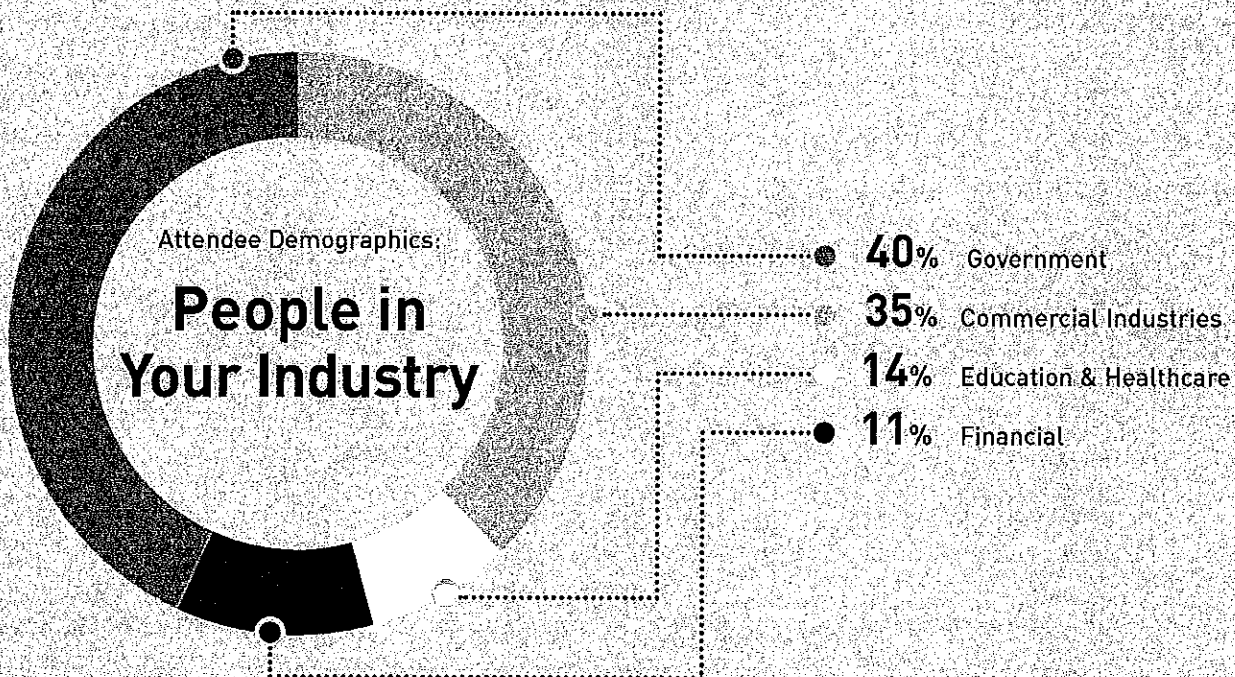
And when **Lance Dutcher**, Systems Engineer for the Corporate Commission of the Mille Lacs Band of Ojibwe Indians, saw the document routing and tracking capabilities of Laserfiche Workflow at the Empower Conference, he realized he already had the tools to build a contract management system using Laserfiche.

"I literally went to one Workflow session at the Conference, came back and started designing workflows," said Dutcher.

The Corporate Commission completed its contract management project in six months without incurring outside costs. "We already owned Laserfiche Workflow but weren't using it," Dutcher explains. "All programming and training were done internally."

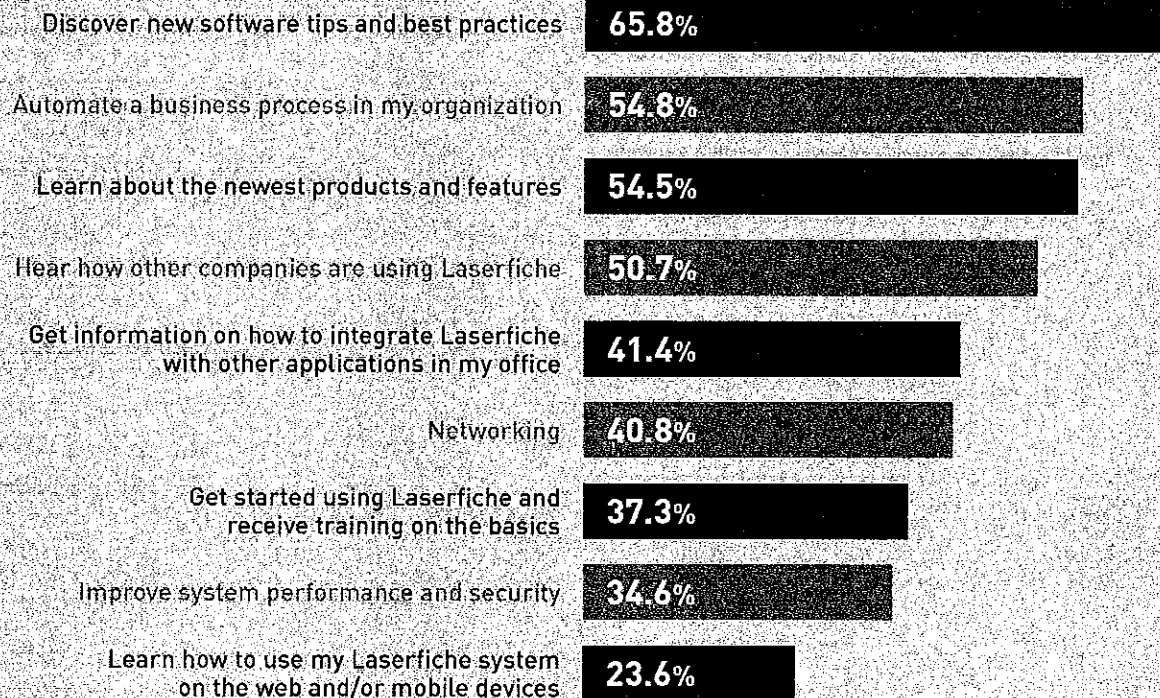


Who Attends Empower?



Popular Reasons to Attend

What were your goals for attending this conference?



👤👤 One of the best conferences I have attended. Very substantive. No fluff. 🗨️

Director of Corporate Support Services



👤👤 I left the conference overwhelmed (in a good way), excited and eager to get back to the office and share with my coworkers some of the new things I learned at Empower. It was an AWESOME experience for me! 🗨️

Business User

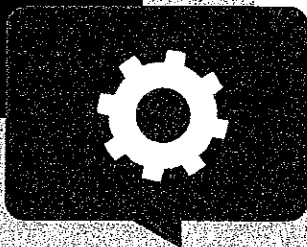
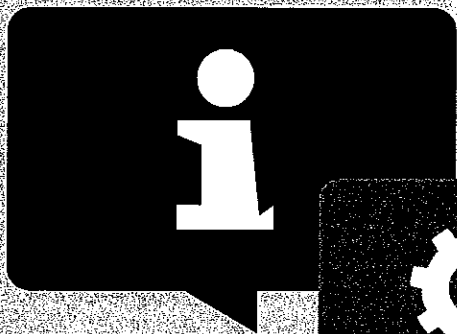


👤👤 As a busy professional, I often intend to make it to the Laserfiche Support Site to see what's new but seldom have the time. With Empower, I feel good about having dedicated time where my sole objective is to learn more about Laserfiche. Empower is well worth the investment. 🗨️

Director of IT



Valuable Face Time with Laserfiche Engineers

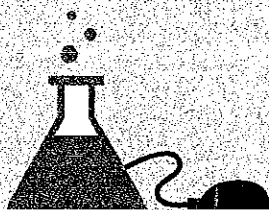


“The Info Center is a great resource for deeper learning and getting specific questions answered. Talk to the experts at the Info Center for their input and advice.”

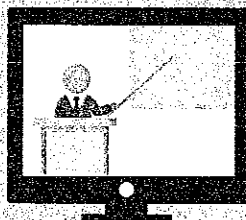
Kathy Jenisch,
Records Manager,
Kentucky Sanitation District #1

During Empower, Laserfiche developers and engineers are available in the Info Center around the clock to field questions from attendees about specific issues they're running into in their environments.

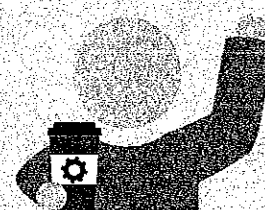
In addition to the Info Center



Hands-on labs give you the opportunity to learn—and practice—new skills with an experienced Laserfiche engineer guiding you every step of the way.



Videos of customer-led presentations—plus the PowerPoint slides and notes from instructor-led classes—are made available to you after the event so that you can soak up every last bit of information from the sessions you attended and benefit from classes you missed.



Ample time for Q&A is included at the end of each and every class so that you can get the information you need about specific business processes, Laserfiche products or challenges you face.

Advice from Analyst Firms:

Takeaways from Gartner's Session at Empower 2014

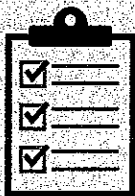
Many organizations turn to Gartner, a technology research and advisory firm, for help with decisions around technology investment and implementation. For those that don't have the budget for a formal engagement with Gartner, here are some takeaways from the presentation Mark Gilbert, Research Vice President at Gartner, made during the Laserfiche Empower Conference to help organizations get more value from their ECM systems.

To kick off his presentation, Gilbert noted that "documents are the bread and butter of business." This is why, he said, "ECM has been around for 20 years and the market is still growing."

According to Gilbert, many organizations start by using ECM for search and retrieval. "The basement-level use case," he said, "is [using ECM as] a place to put stuff."

That approach, he said, "doesn't do much to help you innovate... You get more value when you start [using ECM] to address collaborative processes."

These collaborative processes include things like:



- ▶ Case management (i.e. loan origination, claims processing, etc.).
- ▶ Contract management.
- ▶ Correspondence management.
- ▶ Customer communication management.

"If you just think about the secure repository, you're missing most of the value," Gilbert said. "Process is a key part of the ECM value equation."

Overcoming Hurdles to Automation

Gilbert noted that one of the biggest barriers to moving beyond a "digital filing cabinet" approach to ECM is the failure to align IT with business needs. "Many Gartner clients aren't good at marrying business and IT," he said. "The biggest recipe for failure is [an IT department that says] 'We turned it on. We're done.'"

Does Your Organization Have a Business Analyst?

To avoid that scenario, he suggested using someone in a business analyst role to go into departments and understand how they use information. This person—who must possess both good communication skills and a keen understanding of business goals—will talk to department heads, ECM power users and other department personnel to identify:

- ▶ High-value content.
- ▶ Process flows for high-value content.

Ultimately, the business analyst will figure out how to make key departmental processes more efficient through automation and integration. "It might sound simplistic, but when you're in accounts payable processing 1,000 invoices a day, automating it makes a big difference," Gilbert said.

The Best Place to Start

For organizations trying to decide which department to approach first or which process to start with, Gilbert has a simple piece of advice: "Find someone who has a problem, sit down with them and solve it, and they will sell the system throughout the enterprise."

He noted that gaining enterprise buy-in is important for increasing ROI. "Value from ECM doesn't come from everyone in the organization using it to do the same thing, but from different departments using it for their own needs."

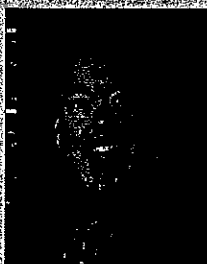
He explained, "Each department is a little universe unto itself," and helping them all use one system to achieve their goals is the ideal. "More is not better when it comes to the number of ECM systems [in your organization]," he said.

In the end, Gilbert said, improving data quality and cutting down on paper and storage costs is nice, but the efficiency gains are where the real ROI of ECM lies. "I've talked to 15,000 companies around the world in my 20 years at Gartner, and it's possible to get 5-10% efficiency gains—getting more done without hiring—from ECM.

"Process efficiency tied to content will drive your organization forward."

Laserfiche Experts Can Learn from Empower Too:

An IT Administrator's Perspective



EXECUTIVE SUMMARY

- ▶ Take classes on Laserfiche Forms which can have a significant impact on your organization
- ▶ Spend time with your VAR to strengthen your working relationship
- ▶ Get valuable advice from the developers in the Info Center

As an IT professional you may think that you are already familiar with everything that is Laserfiche. After all, you're the one who installs, maintains and supports the system. Yet attending Empower can give you an entirely different point of view on your organization's Laserfiche implementation. Pete Otholt, IT Administrator at Methodist Healthcare Ministries, shares how attending the Empower Conference inspired him to optimize his organization's business processes.

What was most memorable about the Empower Conference?

What I found the most memorable about Empower was the introduction and overview of Laserfiche Forms. The ability to easily create forms and then deploy them within the organization is huge. Tie the forms into Laserfiche Workflow and the impact to an organization is significant.

Was there a key takeaway you learned at Empower that you were able to implement? How did it impact your job or organization?

At Empower I was able to get a refresher on searching within Laserfiche. I had recently moved to a new job role and so had not used Laserfiche in a while. It was good to be able to take that knowledge back to my users.

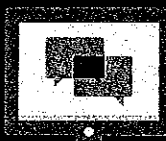
What was your favorite class and why?

My favorite class was "Introduction to Laserfiche Forms" because the potential impact and use of Forms is so significant for our organization. For example, we process around 100 mileage reports from our remote locations each month. These reports are mailed in and processed by hand. If we can create an electronic form, publish it to our intranet and then route the submitted forms to the appropriate individuals for review via Laserfiche Workflow the benefits will be HUGE.

If you were talking to someone in your role at another organization, what piece of advice would you give them for taking advantage of the conference?

Try and spend some time with your VAR — they are a great resource and you need a good working relationship. Also try and take advantage of being able to meet the developers in the Info Center. In the past, this has helped us to work through a tough problem. The Info Center is a very valuable resource!

CLICK HERE



Learn more about Methodist Healthcare Ministries' story on the Solution Exchange

Thinking about Workflow?

Why It Pays to Attend Empower



EXECUTIVE SUMMARY

- ▶ Take lab classes to get hands-on experience with Laserfiche Workflow.
- ▶ Use networking time to meet Laserfiche employees who can answer your questions.
- ▶ Take notes during classes to ensure you don't miss any advice from the instructors.

The numerous Laserfiche product training classes at the Empower Conference can be a goldmine for users who want to learn a specific skill or how to use a certain product.

Andrea Rumsey, Technical Librarian for Cougar Helicopters Inc., came to the Empower Conference to learn about Laserfiche Workflow and how to manage her company's system upgrade. She offered us insight on the most helpful classes she attended to achieve those goals and tips for getting the most of the jam-packed event.

What was your favorite class and why?

The Laserfiche Workflow lab classes were my favorite. Getting Started with Workflow and Intermediate Workflow Design provided me with hands-on experience with the software and how the system works.

What are one or two things that you learned at the conference that you were able to put into practice in back at the office?

Here at Cougar Helicopters Inc., Chris Dillon from the IT department and I have been implementing workflow processes over the past year. These processes can be very tedious and complex and without the information that the conference courses provided me, I am not sure that I would have had the knowledge to participate effectively. Laserfiche Workflow has been beneficial to Cougar Helicopters Inc. by automating some of our processes, which in turn made them more effective and efficient—ensuring fewer mistakes.

If you were talking to someone in your role at another organization, what piece of advice would you give to them for taking advantage of the conference?

There would be a couple of pieces of advice that I would give to an individual who is new to the conference:

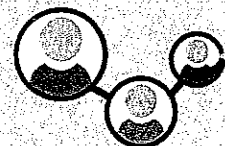
- ▶ **Take advantage of both the breakfast and the lunch.** For the most part a Laserfiche representative is seated at every table. This gives you a good opportunity to get a little one on one. To ask questions.



- ▶ **Take notes in class.** Although the presentations are on the website, the instructors give good advice that the presentations don't include.



- ▶ **Go to the special event.** It's a great way of networking. The entertainment is fantastic, and so is the food.



The Value of Empower for Records Managers



EXECUTIVE SUMMARY

- ▶ Choose one or two main topics and focus on taking classes related to them.
- ▶ Get input and advice from the experts at the Info Center.
- ▶ Take advantage of networking opportunities to learn from other people's experience.

Kathy Jenisch is the records manager at Kentucky Sanitation District #1 (SD1), the second largest public sewer utility in Kentucky. Since implementing Laserfiche in 2008, SD1 has used it to stay in compliance with the State of Kentucky's Local Government Retention Schedule.

Kathy came to the Empower Conference to learn about what's new in Laserfiche and help prepare for a system upgrade. She offered insight on how the conference has enabled SD1 to take Laserfiche "to a whole new level."

For you, what was the most memorable part of the Empower conference?

The Laserfiche Forms classes were the most exciting part of Empower for me. We were getting ready to upgrade to the Laserfiche Rio system, which we did two weeks after the conference, so I also spent time learning about the new features we would be using once we had Laserfiche Rio in place.

What did you learn at Empower that you were able to implement? How has this impacted your job or organization?

The forms software has brought Laserfiche to a whole new level at my organization. Laserfiche Forms enabled me to introduce Laserfiche to many new users because of the customized forms and workflow.

For example, we implemented a new travel policy at our organization in the spring of 2013. To roll it out, we created all the forms needed to request travel approval as

well as cash advances and the expense report. This entire process is now done electronically, from the initial request to the payments and receipts handled by accounting.

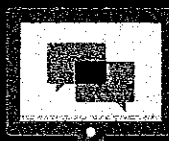
The best part of the new process for me as a records manager is that all documentation is filed using transparent records management so when it comes time to destroy these records, it's a simple search and delete process. No more collecting files from employees, reminding them to clean out their files or storing these temporary files in our archive room. Clean and simple!

If you were talking to someone in your role at another organization, what piece of advice would you give them for taking advantage of the conference?

My advice to anyone attending the conference is to concentrate on taking classes geared toward one or two main topics and focus on those. Definitely take advantage of the networking opportunities—users of the system can learn a great deal from others' experiences and how they use the system.

The Info Center is a great resource for deeper learning and getting specific questions answered. My first year or two at the conference, I was trying to learn so much so I could create a development plan that I didn't even know what types of questions to ask. I just tried to absorb too much. Now, with some experience using the system, I have specific questions or situations and I can talk to the experts at the Info Center for their input and advice.

CLICK HERE



Learn more about SD1's story on the Solution Exchange

Why It Keeps Paying to Come Back to Empower:

A Returning Attendee's Perspective



EXECUTIVE SUMMARY

- ▶ Select classes that can help you solve issues you are facing
- ▶ Take advantage of networking opportunities
- ▶ Share your challenges and successes with other people—you might solve each other's problems!

Based in Baton Rouge, Associated Grocers provides services to more than 210 independent retailers in Louisiana, Mississippi and Texas. A Laserfiche customer since 2006, the company has implemented Laserfiche Avante in six departments to better manage documents and streamline business processes.

For Faron Kramer, Assistant Accounts Payable Supervisor, coming back to Empower allowed him to discover an easy fix to a frustrating problem.

What was most memorable about the Empower Conference?

The most memorable thing about Empower was being at a conference with more than 1,000 people who genuinely wanted to learn as much as they could about Laserfiche. That energy was absolutely incredible!

What takeaways/tips and tricks did you learn at Empower that you were able to implement right away?

We have a recap sheet that summarizes what is to be paid for each administrative expense. There's a version that's generated from our purchase order tracking system and a separate manual version for expenses that don't require a purchase order. Depending on which version was used and which printer it was printed on,

the header information shifted. This frequently caused Laserfiche Quick Fields to incorrectly read the vendor number, PO number and invoice number, so these fields had to be corrected more times than not.

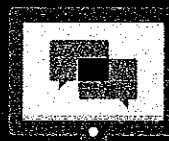
The problem caused a lot of wasted time because fields had to be manually corrected. There were also times when it read "bad data" and inserted it in the fields, and the user didn't catch it. This caused documents to be stored in incorrect folders and made some documents hard to locate at a later date.

At Empower, we realized that Pattern Matching was the solution. We set up Pattern Matching once we returned home, and it worked perfectly. Pattern Matching was the missing piece that allowed us to finally complete the workflow and automate a very tedious process. Without that one "aha moment," we would still be doing it "the old way."

If you were talking to someone in your role at another organization, what piece of advice would you give them for taking advantage of the conference?

I would encourage anyone attending the conference to take advantage of the various social settings to try and network with others. It's amazing when you share your experiences and discover how similar your job, needs and problems are. Who knows, you might have solutions to each other's problems!

CLICK HERE



Learn more about
Associated Grocers' story
on the Solution Exchange

The Business Value of Empower:

An Interview with Colette Vienneau



EXECUTIVE SUMMARY

- ▶ Go to the keynote sessions to learn about new product releases
- ▶ Take "Get Started with the SDK" to learn how to customize Laserfiche to your needs
- ▶ Participate in sessions that demonstrate business process solutions

Our annual Empower conference is full of technical training on the newest Laserfiche products and updates, but what if you're not in IT? If you're involved in business management, project implementation or operations, there's plenty to learn at Empower. Here's what Colette Vienneau, Payment Center Coordinator at Caisses populaires acadiennes in Canada, has to say about her experience at the Empower conference.

What was most memorable about the Empower Conference?

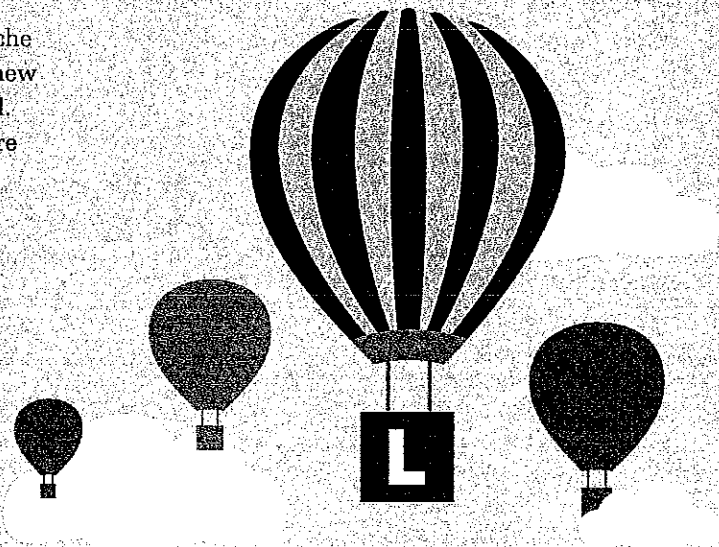
It was undoubtedly the launch of Laserfiche Forms and seeing its potential for our organization. Since Empower, we've implemented Laserfiche Forms and used it to automate our employee expense account process. Our developer worked directly with Laserfiche during implementation and Laserfiche has released new functionalities in Laserfiche Forms that we requested. It's nice to see that a company works with us to assure that the product answers our needs.

What tips and tricks did you learn at Empower that you were able to implement? How did they impact your job or organization?

The session "Get Started with the Laserfiche SDK" allowed me to see what we could do to customize the software. With our SDK, we upload information into our accounting software and disburse expenses into our staff accounts.

If you were talking to someone in your role at another organization, what piece of advice would you give them for taking advantage of the conference?

Participate in sessions that demonstrate business process solutions. I attended a session about credit unions that were using Laserfiche for loans applications. Based on these case studies, my organization created a workflow for receiving and approving mortgage applications.



AGENDA ITEM #9

ORDINANCE NO. 2014-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 UTILITY FUND BUDGET TO PROVIDE ADDITIONAL FUNDING FOR THE NEW CITY HALL AT THE HISTORIC H.M.KING HIGH SCHOOL.

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 2014-2015 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 051 Utility Fund					
<u>Capital</u>					
2		Unreserved Fund Balance	61002		\$467,519
					<u>\$467,519</u>
<u>Expenses</u>					
5-0000	Non-departmental	Transfers Out to Fund 091	39413	\$467,519	
				<u>\$467,519</u>	
Fund 091 GF Capital Projects					
<u>Revenues</u>					
4-0000	Non-departmental	Transfer In From Fund 051	75010	\$467,519	
				<u>\$467,519</u>	
<u>Expenses</u>					
5-1030	City Special	Building	71300	\$467,519	
				<u>\$467,519</u>	

To amend the FY 14-15 Utility Fund Budget to provide additional funding for the New City Hall at the Historic H.M. King High School as per the attached memo from the Directors of Planning and Development Services and of Finance.

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 10th day of November, 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

To: Vince Capell, City Manager

From: Tom Ginter, Director of Planning and Development Services

Deborah Balli, Finance Director

Subject: Funds for the H.M. King School Project

Date: October 28, 2014

On Monday, October 13, 2014, the Old H.M. King High School team met to discuss the bid that was received by the Foundation with the Foundation's project supervisor, AG/CM.

The bid received for the project is: \$4,740,000

Construction Budget: \$3,858,481

This leaves a difference of: \$ 881,519

The team then proceeded to review the bid/budget comparison sheet that AC/CM put together. It was the team's objective to determine if any objections could be made to close the funding gap of \$881,519. The following reductions have been suggested:

1. Site Parking and Sidewalks: The bid cost is \$336,000. It was determined that we could reduce this by \$155,000 by using city employees for some of the work.
2. Doors: There are approximately 77 doors in the building that were custom spec'd. While the doors in full view of the public should be custom, there are 49 interior doors in nonpublic spaces that can be changed to stock rather than custom units which means that we can reduce the bid cost of \$245,000 by \$50,000.
3. Landscaping: The landscaping bid is \$100,000. The team felt that this could be deferred until later so it is recommended to eliminate the entire \$100,000.
4. Unforeseen Consideration: This bid item is for \$150,000. While there are funds needed in this line item, it was determined that the funding can be reduced by \$50,000 to \$100,000.
5. Voluntary Reductions/Value Engineering: This number represents changes made by the contractor and discussed with the AC/CM as to reduce the cost. One example is that a different brand of paint will be used that is less in cost but meets our approval.

Summary: Difference to make up \$881,519

Reductions:

Site Parking/Sidewalks	\$155,000
Doors	50,000
Landscaping	100,000
Unforeseen Conditions	50,000
Value Engineering	<u>59,000</u>
	<u>\$414,000</u>

Balance to be to be funded \$467,519

This is a total of \$414,000 in reductions, which leaves us a balance of \$467,519 to come up with to close the gap of \$881,519. The Commission should take into account that while we are confident in our numbers it is possible a budget amendment may be needed in the future.

Recommendation:

That the Utility Fund be utilized to close the gap of \$467,519. It will be necessary to do a budget amendment so the utility funds can be used for this project.

Why the Utility Fund?

The Historic H.M. King High School is proposed to house all City administrative personnel, who provide services to all City funds. The Utility Fund accounts for more than 30% of the total budget for all City funds meaning that 30% or more of the space in City Hall is consumed in support of Utility Fund activities. Accordingly, since the City's new City Hall at the Historic H.M. King High School will be used at least 30% (35% in FY15 or $\$18,316,443 / \$52,312,524 = 35\%$) to support Utility Fund operations and activities, it can be argued that the Utility Fund can legitimately be asked to pay for up to 30% of the related old high school/City Hall renovation costs.

To date, the City has not proposed to finance any of the Historic H.M. King High School renovation costs using Utility Funds. In this instance staff is seeking City Commission approval to fund 10% ($\$467,519$ of the $\$4,740,000 = 10\%$) total renovation costs from the Utility Fund, which is reasonable and prudent given that 30% of this building will be used to support Utility Fund operations and activities.

If you have any questions, please feel free to ask.

AGENDA ITEM #10

ORDINANCE NO. 2014-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 POLICE DEPARTMENT-STATE SEIZURE FUND BUDGET FOR THE PURCHASE OF AUTOMATIC LICENSE PLATE READERS.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year out of Fund 005 – State Seizure Fund.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2014-2015 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
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Fund 028 PD-Federal Seizure Fund

Expenses

5-2100 Police	Machinery/Equipment	71200			<u>\$42,980</u>
					<u>\$42,980</u>

Fund 005 PD-State Seizure Fund

Capital

2	Unreserved Fund Balance	61002			<u>\$2,020</u>
					<u>\$2,020</u>

Expenses

5-2100 Police	Machinery/Equipment	71200	<u>\$45,000</u>		
			<u>\$45,000</u>		

To amend the FY 14-15 Police Department State Seizure Fund Budget for the purchase of an Automatic License Plate Reader as per the attached memo from the Chief of Police. The original purchase was budgeted in the PD-Federal Seizure Fund and will now be purchased from the PD-State Seizure Fund. The difference of \$2,020 between budgeted funds and the actual quote received will come from Fund 005 fund balance.

II.

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

III.

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

IV.

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

INTRODUCED on this the 10th day of November, 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 POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

October 29, 2014

TO : Vincent J. Capell, City Manager
Deborah Balli, Finance Director

FROM : Ricardo Torres, Chief of Police

SUBJECT : Request for Budget Amendment Chapter 59

I am requesting a budget amendment to our Chapter 59 budget for FY2014-2015 in the amount of \$45,000.00. These funds will be used to purchase Elsas's Automatic License Plate Reader from John Wright Associates, Inc, 1111 West Abram Street in Arlington TTX 76013.

This tool is critical to assist our department in Homeland Security initiatives, recovery of stolen vehicles and license plates, Amber Alerts, missions related to missing and exploited children, and collection of municipal warrants via programmed hot lists.

This ALPR is the only one that reads plates from all 50 states including flat and red character plates. The system can be configured to remotely alarm an email recipient and can operate with data from different sources and be updated on the fly.

This equipment is available via Texas Multiple Award Schedule, TXMAS-8-840130.

Please place this budget amendment on the next available City of Kingsville City Commission meeting. Thank you for your assistance regarding this matter.

1111 West Abram Street
Arlington, TX 76013

To: Gus Ruiz
Kingsville Police Dept.

Kingsville, TX

WHELEN
ENGINEERING COMPANY INC.

Pro-gard

HAVIS

Productivity in motion

Manufacturer's Representatives..

Quote

Date: October 13, 2014

Quote #: QT140130

Quote Good for 30 Days

*****Purchase Orders Are to Be Made Out to Distributor Below*****

Greg Hernandez

JWA

Freight: TBD (UPS Ground Unless Specified Otherwise)

Qty	Description	Unit Price	Amount
3.00	140002 Two Camera Mini Split Mobile System (Permanent Push Mount Camera 1: 25mm Push Bumper U- Bracket Mount, Camera 2: 25mm Push Bumper U- Bracket Mount, Permanent Power Cable, Push Bumper/90 Camera Cable, 20 Ft., Floor Mount Trunk Box Mount, Protocol: NEW TX DEA	14,500.00	43,500.00
3.00	410322 ELSAG Operations Center License Fee; Back End Server Application License To Manage Data And Hotlists	500.00	1,500.00
3.00	210019 Remote Software Installation That Does Not Require A Site Visit And Can Be Accomplished From GSO		
NOTES: Victoria Cty SO Responsible For Cellular Service 24/7 TECH Support FIRST Year Warranty Free			
		Subtotal \$	45,000.00
		Sales Tax	
		Total \$	45,000.00

Thank you for your business!

1111 W. Alameda St. Arlington, TX 76011 817/791-6311 300-841-8767 ghegan@ez-johnwrightassoci.com

Search TXMAS Contracts

Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ($\$50,000 \times .75\% = \375) will be paid to the State of Texas by the TXMAS contractor.



ELSAG NORTH AMERICA LLC
Contract TXMAS-8-840130

On-Line Catalog/Order Processing

LAW ENFORCEMENT INCLUDING LICENSE PLATE READERS

Corporate Office:
ELSAG NORTH AMERICA LLC
7 SUTTON PLACE
BREWSTER NY 10509
USA

Send PO to:
ELSAG NORTH AMERICA LLC
205-H CREEK RIDGE ROAD
GREENSBORO NC 27406
USA
Vendor ID: 18001195686

Invoice From:
ELSAG NORTH AMERICA LLC
205-H CREEK RIDGE ROAD
GREENSBORO NC 27406
USA
Vendor ID:

Delivery:

FOB Point:

Terms:

Remit To: ELSAG NORTH AMERICA LLC
205-H CREEK RIDGE ROAD
GREENSBORO NC 27406
USA
Vendor ID:

Vendor ID: 18001195686

Business Type: Large

DUNS #: 196140821

Effective: 5/21/2008

Expires: 5/31/2015

CONTACT: NATHAN MALONEY
Phone 866-967-4900
NATE.MALONEY@ELSAG.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 5/21/2008 through 5/31/2015 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. PC 62119.

Placement of Orders: Purchasing entities must use TxSmartBuy.com when purchasing on TXMAS. The TXMAS contractor or dealer is not required to accept orders below the minimum listed below. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on TxSmartBuy.com.

Order Limitation:

Minimum Order: N/A

Maximum Order: N/A

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be

considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: ELSAG, ELSAG NA, MPH-900, Mobile Plate Hunter 900, LPR, ALPR, license plate reader, license plate recognition, license plate technology, automatic number plate reader, automatic license plate recognition, mobile license plate recognition, mobile LPR, license plate capture, fixed camera, mobile camera, portable camera, license plate camera, LPR camera, LPR technology, traffic surveillance camera, Wifi card, LPR voice manager, touch screen car PC, field control unit for fixed cameras, Remington ELSAG, license plate reader, barrel cam license plate reader

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-3421.

[Texas.gov](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas' Homeland Security](#)
[Susan Combs](#), Texas' Comptroller • [Window on State Government](#) • [Contact Us](#)
[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact with Texans](#)

From: "Craig Duncan" <craig.duncan@selex-es.us>
Subject: QT140130 KingsvillePD ELSAG 101314.pdf
Sent date: 10/13/2014 04:51:25 PM
To: "Gus Ruiz" <gusruiz@kingsvillepd.us>
Cc: "Greg Hernandez" <ghernandez@johnwrightassoc.com>
Attachments: 2 attachments - Download all attachments [207 KB]
QT140130 KingsvillePD ELSAG 101314.pdf [206 KB], ATT000001.htm [1 KB]

Gus,

Please see the attached quote from our Texas distributor John Wright & Associates. Installation as well as the one time HIDTA ALPR server connection fee is included and there will be NO ongoing HIDTA database fees unlike Vigilant's ongoing licensing or user access fees. For interdiction there truly is no other choice than the HIDTA ALPR network as it is the only one receiving the DEA Cat 3&4 hotlists and HIDTA BOLO lists. Richard Kirkpatrick in the Taskforce and Capt. Longoria at Kleberg COSO can attest to the HIDTA ALPR server and ELSAG's performance.

Please let me know if we can help further.

Stay safe,

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AGENDA ITEM #11



**CITY OF KINGSVILLE
LEGAL DEPARTMENT**

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

Date: November 5, 2014

To: Mayor and City Commissioners

From: Courtney Alvarez, City Attorney

Re: Farmer's Market Proposal

A group of citizens has formed a Kingsville Farmer's Market group. They have a Board that has developed proposed regulations and applications for vendors who may want to participate in the market. The Board would like to use the City's pavilion area off of Yoakum and 6th Street for the Farmer's Market that would take place on the 4th Saturday of each month, starting in February 2015. The Board is willing to include in its regulations and applications waiver and hold harmless language to protect the City.

The Board is requesting the City's participation with the Farmer's Market in three areas:

- 1) to allow the market to be held once a month at the pavilion area,
- 2) to be covered under the City's events insurance policy, and
- 3) to waive the health permit fees, as has been done for other events' vendors.