

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION**

**MONDAY, JULY 10, 2017  
REGULAR MEETING**

**CITY HALL  
HELEN KLEBERG GROVES COMMUNITY ROOM  
400 WEST KING AVENUE  
6:00 P.M.**

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

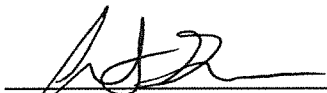
#### **OPEN MEETING**

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

**MINUTES OF PREVIOUS MEETING(S)**

None.

APPROVED BY:

  
Jesús A. Garza  
City Manager

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

1. None.

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

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

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

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

**V.**

**Consent Agenda**

**Notice to the Public**

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

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

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

1. Consider final passage of an ordinance amending the Fiscal Year 2016-2017 budget to accept and expend donation from the Task Force for the Parks Department. (Parks & Recreation Director).
2. Consider final passage of an ordinance amending the Fiscal Year 2016-2017 budget to create a contingency fund for an investment grade audit. (City Manager).

**REGULAR AGENDA**

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

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

3. Consider final passage of an ordinance amending the zoning ordinance by changing the zoning in reference to KT&I Co., Block 7, Lot W/23, Pt 4, 31.55 acres, also known as area behind 221 W. Sage Road from R1-Single Family to AG-Agriculture District, applicant Victoria Avalos. (Director of Planning and Development Services).
4. Consider awarding RFP #17-16 for consultant for the National Register of Historic Places Nomination, as per staff recommendation. (Director of Planning & Development Services).
5. Consider introduction of an ordinance amending Chapter VII, Article 8, Traffic Control Devices, providing for the installation of stop signs on West Avenue D at its intersection with North 4<sup>th</sup> Street and on North 4<sup>th</sup> Street at its intersection with West Avenue D. (Engineering Department).
6. Consider resolution approving reduction to the existing speed limit along US 77 approaching FM 1717 proposed by the Texas Department of Transportation from 65 to 60mph within the city limits of the City of Kingsville. (City Manager).
7. Consider accepting donation of \$125 from the Women's Club of Kingsville-Athena Department for the Parks Department. (Parks & Recreation Director).
8. Consider accepting donation of \$200 from John Womack & Co. for Tourism Department. (Tourism Director).
9. Consider introduction of an ordinance amending the Fiscal Year 2016-2017 Budget to accept and expend donations for Parks and Tourism Departments. (Finance Director).
10. Discussion of draft contract and negotiations with South Texas Water Authority. (City Attorney).

## VII. Adjournment.

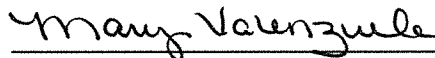
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

### NOTICE

This City of Kingsville and Community Room 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](mailto:mvalenzuela@cityofkingsville.com) for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551-076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

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

July 7, 2017 at 4:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



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

This public notice was removed from the official posting board at the Kingsville City Hall on the following date and time: \_\_\_\_\_

By: \_\_\_\_\_  
City Secretary's Office  
City of Kingsville, Texas

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



# **CONSENT AGENDA**

# **AGENDA ITEM #1**

**City of Kingsville  
Parks & Recreation Department**

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**TO:** Mayor and City Commissioners  
**CC:** Jesus A. Garza, City Manager  
**FROM:** Jason Alfaro, Parks & Recreation Director  
**DATE:** June 19, 2017  
**SUBJECT:** Agenda Request – Receipt of \$2,500 donation from Task Force

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**Summary:**

The Parks & Recreation Department would like approval from City Commission to receive a \$2,500 donation from the Task Force. These funds would be used for our healthy family, and anti-drug programs.

**Background:**

The Task Force has continuously provided financial support for healthy family programs upon the request from the Parks and Recreation Department.

**Financial Impact:**

This donation will provide \$2,500 in additional healthy/anti-drug programs for the citizens of our community.

**Recommendation:**

We recommend that City Commission authorize the receipt of this donation in the amount of \$2,500 from the Task Force, and amend the budget to record the acceptance of these funds into the parks budget.



**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO ACCEPT AND EXPEND FROM THE TASK FORCE FOR THE PARK DEPARTMENT.**

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

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2016-2017 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001-General Fund</b>					
<b>Revenue</b>					
4-4503	Parks	Park Donations	58003		\$ 2,500
<b>Expenses</b>					
5-4503	Parks	Recreational Programs	31499	\$ 2,500	\$ 2,500
				<u>\$ 2,500</u>	

[To amend the City of Kingsville FY 16-17 Budget to accept and expend a park donation from the South Texas Specialized Crimes and Narcotics Task Force as per the attached memo from the Parks Director.]

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 26<sup>th</sup> day of June, 2017.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of July, 2017.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #2**

**City of Kingsville  
City Manager's Office**

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TO: Mayor and City Commissioners

FROM: Jesus A. Garza, City Manager

DATE: June 21, 2017

SUBJECT: Budget Amendment – Performance Contracting Fee

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**Summary:**

This item allocates \$175,000 to be set aside for Professional Services related to our pursuit of an Energy Savings Performance Contracting for improvements at both Waste Water Treatment Plants.

**Background:**

In the Spring of 2016, it was presented to City Commission that we may be running out of capacity at our South Waste Water Treatment Plant. At the time, the options presented to increase capacity focused on expanding the foot print of the plant. However, over the last year we have explored other options that are more cost effective. One of those more cost effective measures is to modernize the processes at the plants that will lead to being able to treat more waste quicker. This, in turn, would create more capacity without having to expand the foot print of the plants.

Furthermore, the City contracted a 3<sup>rd</sup> Party to confirm the capacity situation at the plant so that we have a better sense of how much time we have.

The City is looking to enter into an Investment Grade Audit (IGA) with a Performance Contracting Company to further develop the scope of the project as well as determine what the energy savings would be from the modernization of the processes. This is key because the money saved on energy expenses is what would be used to fund the improvements.

Once the IGA is complete and the City chooses to not pursue the project, the City would then pay the Company a fee for services rendered up to that point. That fee would equate to \$175,000. If we pursue the project the expenses for services would be included in the overall project budget and the \$175,000 would return to fund balance.



**City of Kingsville  
City Manager's Office**

**Financial Impact:**

The overall financial impact for the improvements is TBD and will be based on the completion of the IGA. However, once its complete and if the City opts to not pursue it then the impact would equate to \$175,000.

**Recommendation:**

Staff recommends approving this budget amendment to serve as our safe guard in case the City decides to not pursue with the project once its developed.





**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO CREATE A CONTINGENCY FUND FOR AN INVESTMENT GRADE AUDIT.**

**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 2016-2017 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 051-Utility Fund</b>					
<b>Equity</b>					
2		Unrestricted Fund Balance	61004		<u>\$175,000</u>
<b>Expenses</b>					
5-7001	Wastewater	Prof Svc-Investment Grade Audit	31465	<u>\$175,000</u>	<u>\$175,000</u>
				<u>\$175,000</u>	

[To amend the City of Kingsville FY 16-17 Budget to set aside contingency funds for an investment grade audit to be performed by Schneider Electric as per the attached memo from the City Manager.]

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 26<sup>th</sup> day of June, 2017.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **REGULAR AGENDA**

# **AGENDA ITEM #3**

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

To: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: May 18, 2017

SUBJECT: Rezoning request from Victoria Avalos, owner requesting the rezone of KT & I Co,  
Block 7, Lot W/23 PT 4, Acres 31.55

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**Summary:**

**Background:**

**Financial Impact:**

**Recommendation:** The motion was made to approve the rezoning request with a second. The vote was 2 votes yes, 2 votes no. Motion failed. Since 4 members showed up 4 votes were needed for any motion to be approved.



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

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**TO:** Mayor and City Commissioners

**CC:** Jesus A. Garza, City Manager

**FROM:** Tom Ginter, Director

**DATE:** May 12, 2017

**SUBJECT:** Rezoning Request from Victoria Avalos, owner requesting the rezone of KT & I Co, Block 7, Lot W/23 PT 4, Acres 31.55

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**Summary:** The Planning and Zoning Commission met on April 19<sup>th</sup> to hold a public hearing and consider action on this rezoning request. The public hearing was held and completed but due to information received during the meeting the Planning and Zoning Commission decided to table the action item. It was tabled due to a statement made by the previous property owner. He stated the property was never rezoned to R1 and was still zoned Agriculture. I stated that the records I researched showed the property was zoned as R1. Due to the statement from the property owner the Planning and Zoning Commission felt that the right thing to do was to table the item to allow me to research the documents for proof that it was rezoned. Attached is a copy of the ordinance that rezoned the property from Agriculture to R1 Residential. This was done effective November 8, 2006. There is a map that reflects the area in question. There was another statement made that isn't as critical but that there is another plat pertaining to the 31.55 acres. While I believe that the previous property owner did put together a layout concerning his plan to develop the 31.55 acres, it was never submitted to the city for plat approval. I have talked to him and he has told me that he never did submit it to the city. For a plat to become official there is a certain process for that to happen per our ordinances. I have attached and marked the certain sections which apply to this process. Chapter 212 of the Local Government Code gives authority to municipalities concerning this process. I have attached the appropriate pages and marked the section which applies to this process. There is a plat included in the packet. The document that was put together is not an official plat so there is no record of it either in our database or at the courthouse. The Planning and Zoning Commission was supposed to meet on May 3<sup>rd</sup> regarding this item but did not due to a family issue for the



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

applicant and their legal counsel being ill. The item was tabled until the next meeting which will be May 17<sup>th</sup>.

**Background:**

**Financial Impact:** Since the land is currently in Ag value according to the current property owner the tax revenue I believe would stay the same. Obviously if the property was developed into residential then the tax rate would increase.

**Recommendation:** Since the meeting on the 19<sup>th</sup> it is evident that there are two concerns that neighboring property owners have expressed, they are expectations of how the property was to be developed and compatibility with the total area. The land has been used in an agricultural manner by the previous owner and current owner. There has been significant citizen engagement on this item. The Planning and Zoning Commission will conduct a meeting on May 17 to take action on the rezoning request. I will then provide to the City Secretary an email as to the result of that action.



**ORDINANCE #2017-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO KT&I CO., BLOCK 7, LOT W/23, PT 4, 31.55 ACRES, ALSO KNOWN AS AREA BEHIND 221 W. SAGE ROAD FROM R1-SINGLE FAMILY TO AG-AGRICULTURE 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 Victoria Avalos, owner, 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, April 19, 2017 during a meeting of the Planning and Zoning Commission, and on Thursday, May 25, 2017 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, the item did not pass due to a 2-2 vote of the Planning Commission on the requested rezone with no abstentions; and

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

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

**SECTION 1.** That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of KT&I Co., Block 7, Lot W/23, Pt 4, 31.55 acres also known as area behind 221 W. Sage Road from R1-Single Family to AG-Agriculture 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 25th day of May, 2017.

**PASSED AND APPROVED** on this the 10th day of July, 2017.

**THE CITY OF KINGSVILLE**

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

**ATTEST:**

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

**APPROVED:**

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

**ORDINANCE ORD2006-44**

**AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO 31.55 ACRES OUT OF K.T. & I SUBDIVISION, SECTION 7, PART OF LOTS 3 AND 4 FROM "AG", AGRICULTURE TO "R-1", SINGLE FAMILY RESIDENTIAL; 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 M.A. Schoech, 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, September 20, 2006, during a meeting of the Planning Commission, and on Monday, October 9, 2006, during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, the 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 31.55 acres out of K.T. & I Subdivision, Section 7, Part of Lots 3 and 4, From "AG" Agriculture to "R-1" Single Family Residential as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

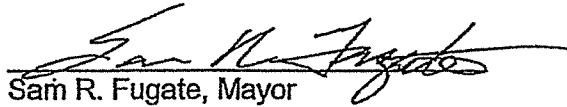
**SECTION 5.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

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

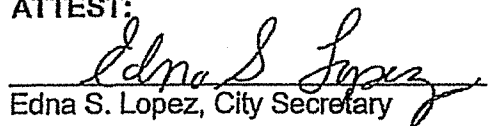
INTRODUCED on this the 9th day of October, 2006.

PASSED AND APPROVED on this the 23<sup>rd</sup> day of October, 2006.

THE CITY OF KINGSVILLE

  
Sam R. Fugate, Mayor

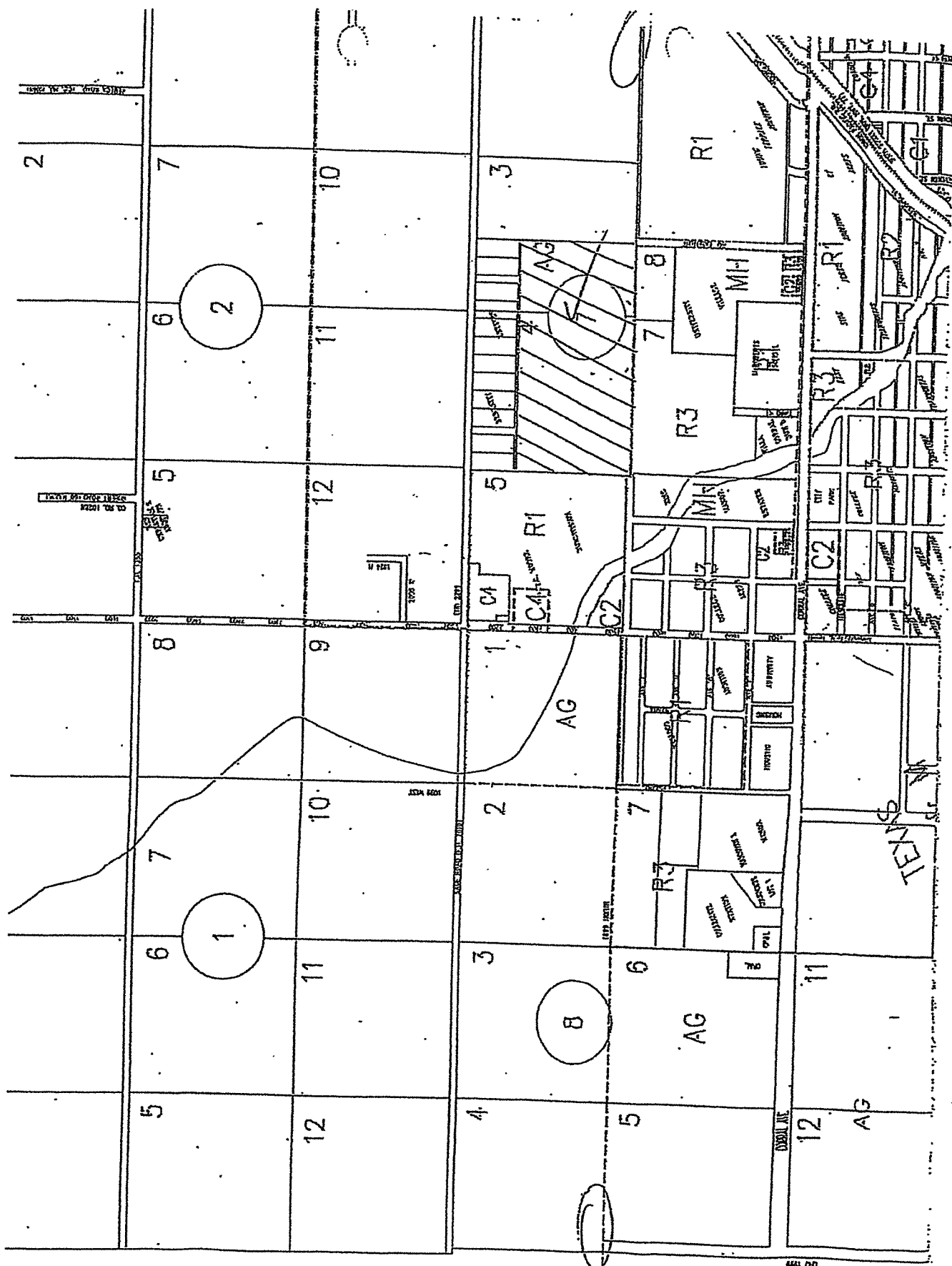
ATTEST:

  
Edna S. Lopez, City Secretary

APPROVED:

By:   
Courtney Alvarez, City Attorney

EFFECTIVE DATE: November 8, 2006



PLATTING PROCEDURES<sup>(2)</sup>*Footnotes:**— (2) —*

*Editor's note— Ord. No. 2014-65, § 1, adopted October 13, 2014, repealed the former platting procedures, §§ 15-3-15--15-3-19, and enacted a new platting procedures as set out herein. The former platting procedures pertained to similar subject matter. See Code Comparative Table for complete derivation.*

## Sec. 15-3-15. - Purposes of regulations.

- (A) The purposes of these provisions are to regulate the subdivision and improvement of land for urban use, to provide adequate light, air, open space, drainage, transportation, public utilities and other needs; to assure the maintenance of health, safety and an attractive and efficient community; and to encourage the economical use of human and natural resources.
- (B) The subdivision of land is the first step in the process of urban development. The arrangement of land parcels in the community for residential, commercial and industrial uses and for streets, alleys, schools, parks and other public purposes provides the basic framework for the uses of land and for the arrangement of the community.
- (C) These regulations are designed, intended and should be administered in a manner to:
  - (1) Implement the city's adopted master plan for development.
  - (2) Provide for neighborhood conservation and prevent the development of slums and blight.
  - (3) Harmoniously relate the development of the various tracts of land in the city to the existing community development and facilitate and coordinate the future development of adjoining tracts.
  - (4) Provide the best possible design for the tract being subdivided and developed.
  - (5) Reconcile the diverse interests of the subdivider, adjacent property owners and the city.
  - (6) Coordinate the provision of streets within subdivisions with existing and planned streets and with other features of the master plan and official future land use map.
  - (7) Ensure that all necessary public utilities and facilities are provided and are or will be available, accessible and adequate, pursuant to adopted city standards and requirements, at the time of subdivision or development.
  - (8) Establish adequate and accurate records of land subdivision.
- (D) *Authority.* This chapter is enacted pursuant to the authority of Local Government Code Sections 212.001 through 212.904, with all other statutory and legal authority which now, or which may in the future, provide authority for subdivision regulations.

A disclosure statement that all or a portion of the subdivision falls within the AICUZ; the disclosure statement to be displayed prominently with other required certificates.

(12) In addition to other required certificates, the forms set out in the appendix shall be entered on the plat following the certificates of owner, engineer, and the like, and preceding the certificate of the County Clerk.

(13) The final plat submitted to the Planning and Zoning Commission, as well as the City Commission, and to be filed for record with the County Clerk, shall not show construction features such as curb lines or public utility lines or other structures not involved in the title covenant.

(14) The area of each lot shall be clearly indicated by writing the number of square feet in each lot on the final plat.

(B) *Final restrictive covenants.* A copy of the final restrictive covenants to govern the nature of the use of the property in the subdivision shall be submitted if the subdivision is planned for the use of individual septic tanks in lieu of a sanitary sewer system. The Planning and Zoning Commission may, in the public interest, require that these be filed simultaneously with the plat.

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

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

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

(1) *Completion of improvements.*

(a) Except for a single or two-family residential subdivision which may exercise the option provided in section 15-3-19(F) as provided below, all applicants shall be required to complete, to the satisfaction of the Director of Public Works all

(b) on-site water wells constructed before September 1, 2001, that fail to provide an adequate supply of safe drinking water.

(b) A fine or criminal penalty prescribed by the ordinance does not apply to a violation in the extraterritorial jurisdiction.

(c) The municipality is entitled to appropriate injunctive relief in district court to enjoin a violation of municipal ordinances or codes applicable in the extraterritorial jurisdiction.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(b), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 822, Sec. 6, eff. Sept. 1, 1989; Acts 2001, 77th Leg., ch. 68, Sec. 1, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 731, Sec. 3, eff. Sept. 1, 2003.

✓Sec. 212.004. PLAT REQUIRED. (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared. A division of a tract under this subsection includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for a deed, by using a contract of sale or other executory contract to convey, or by using any other method. A division of land under this subsection does not include a division of land into parts greater than five acres, where each part has access and no public improvement is being dedicated.

(b) To be recorded, the plat must:

- (1) describe the subdivision by metes and bounds;
- (2) locate the subdivision with respect to a corner of the survey or tract or an original corner of the original survey of which it is a part; and

XSec. 212.005. APPROVAL BY MUNICIPALITY REQUIRED. The municipal authority responsible for approving plats must approve a plat or replat that is required to be prepared under this subchapter and that satisfies all applicable regulations.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(b), eff. Aug. 28, 1989; Acts 1993, 73rd Leg., ch. 1046, Sec. 2, eff. Aug. 30, 1993.

XSec. 212.006. AUTHORITY RESPONSIBLE FOR APPROVAL GENERALLY.

(a) The municipal authority responsible for approving plats under this subchapter is the municipal planning commission or, if the municipality has no planning commission, the governing body of the municipality. The governing body by ordinance may require the approval of the governing body in addition to that of the municipal planning commission.

(b) In a municipality with a population of more than 1.5 million, at least two members of the municipal planning commission, but not more than 25 percent of the membership of the commission, must be residents of the area outside the limits of the municipality and in which the municipality exercises its authority to approve subdivision plats.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 46(b), eff. Aug. 28, 1989.

Sec. 212.0065. DELEGATION OF APPROVAL RESPONSIBILITY. (a) The governing body of a municipality may delegate to one or more officers or employees of the municipality or of a utility owned or operated by the municipality the ability to approve:

- (1) amending plats described by Section 212.016;
- (2) minor plats or replats involving four or fewer lots fronting on an existing street and not requiring the creation of any new street or the extension of municipal facilities; or
- (3) a replat under Section 212.0145 that does not require the creation of any new street or the extension of municipal facilities.



XSec. 212.008. APPLICATION FOR APPROVAL. A person desiring approval of a plat must apply to and file a copy of the plat with the municipal planning commission or, if the municipality has no planning commission, the governing body of the municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

XSec. 212.009. APPROVAL PROCEDURE. (a) The municipal authority responsible for approving plats shall act on a plat within 30 days after the date the plat is filed. A plat is considered approved by the municipal authority unless it is disapproved within that period.

(b) If an ordinance requires that a plat be approved by the governing body of the municipality in addition to the planning commission, the governing body shall act on the plat within 30 days after the date the plat is approved by the planning commission or is considered approved by the inaction of the commission. A plat is considered approved by the governing body unless it is disapproved within that period.

(c) If a plat is approved, the municipal authority giving the approval shall endorse the plat with a certificate indicating the approval. The certificate must be signed by:

(1) the authority's presiding officer and attested by the authority's secretary; or

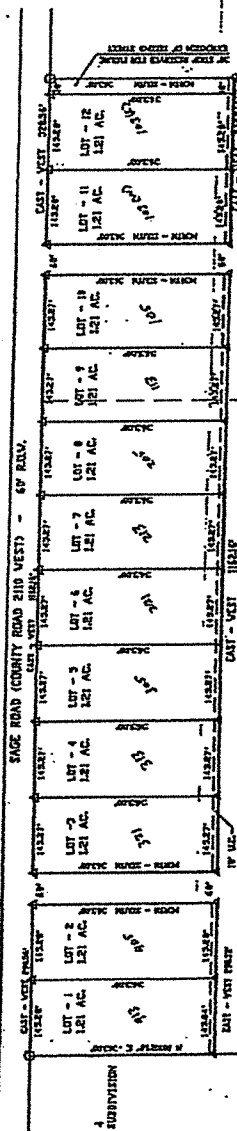
(2) a majority of the members of the authority.

(d) If the municipal authority responsible for approving plats fails to act on a plat within the prescribed period, the authority on request shall issue a certificate stating the date the plat was filed and that the authority failed to act on the plat within the period. The certificate is effective in place of the endorsement required by Subsection (c).

(e) The municipal authority responsible for approving plats shall maintain a record of each application made to the authority and the authority's action taken on it. On request of an owner of an affected tract, the authority shall certify the reasons for the action taken on an application.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

F. L. 11, SEC. 2,  
KLEBERG TOWN & IMPROVEMENT  
COMPANY'S SUBDIVISION



NALAN TRUST  
 VOL. 37, PD. 157.  
 K C B R

## RESISTANCE FOR FUTURE DEVELOPMENT

NOTES: 2500M 731  
6 - 107

WALSH TRACT  
WALSH TRACT, PG. 370 X C D R.

GADGET TRACT  
VOL 214, PG. 318, L. C. D. R.

SERENITY ESTATES

14.52 ACRE SUBDIVISION OUT OF FARM LOTS 3 & 4, SECTION 7,  
KLEBERG TOWN AND IMPROVEMENT COMPANY SUBDIVISION,  
KLEBERG COUNTY, TEXAS.

**Abstract**

FROM FBI STATION NEW JERSEY  
TO DIRECTOR FBI  
RE NEW JERSEY TELETYPE TO BUREAU  
JANUARY 11, 1962

LOUISIANA  
COUNTY OF JEFFERSON

IT IS A FACTOR AND TRAVEL RECORD COMPANY THAT WE ARE THE ONLY OWNERS OF ALL TRAVEL RECORDS ON THE RECORDING OF ALL TRAVEL RECORDS. IN ADDITION TO THE CITY OF NEW YORK, WE HAVE A BRANCH OFFICE IN NEW YORK CITY.

STATE OF TEXAS  
COUNTY OF DALLAS

[illegible]

STATE OF TEXAS,  
COUNTY OF DALLAS.

276-1034-2444  
276-1034-2444  
276-1034-2444

9/18/66 9/18/66

REC'D - ADJ. CLERK  
FEB 28 1973

1943 FROM PLAY OF SOCIETY CRITICISM APPEARED IN THE ENTIRE AMERICAN BOOK FOR THE  
CITY OF NEW YORK, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

STATE OF NEW YORK

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 01-11-2001 BY 60322 UCBAW

STATE OF MONTANA  
COUNTY OF ITAIA[illegible]

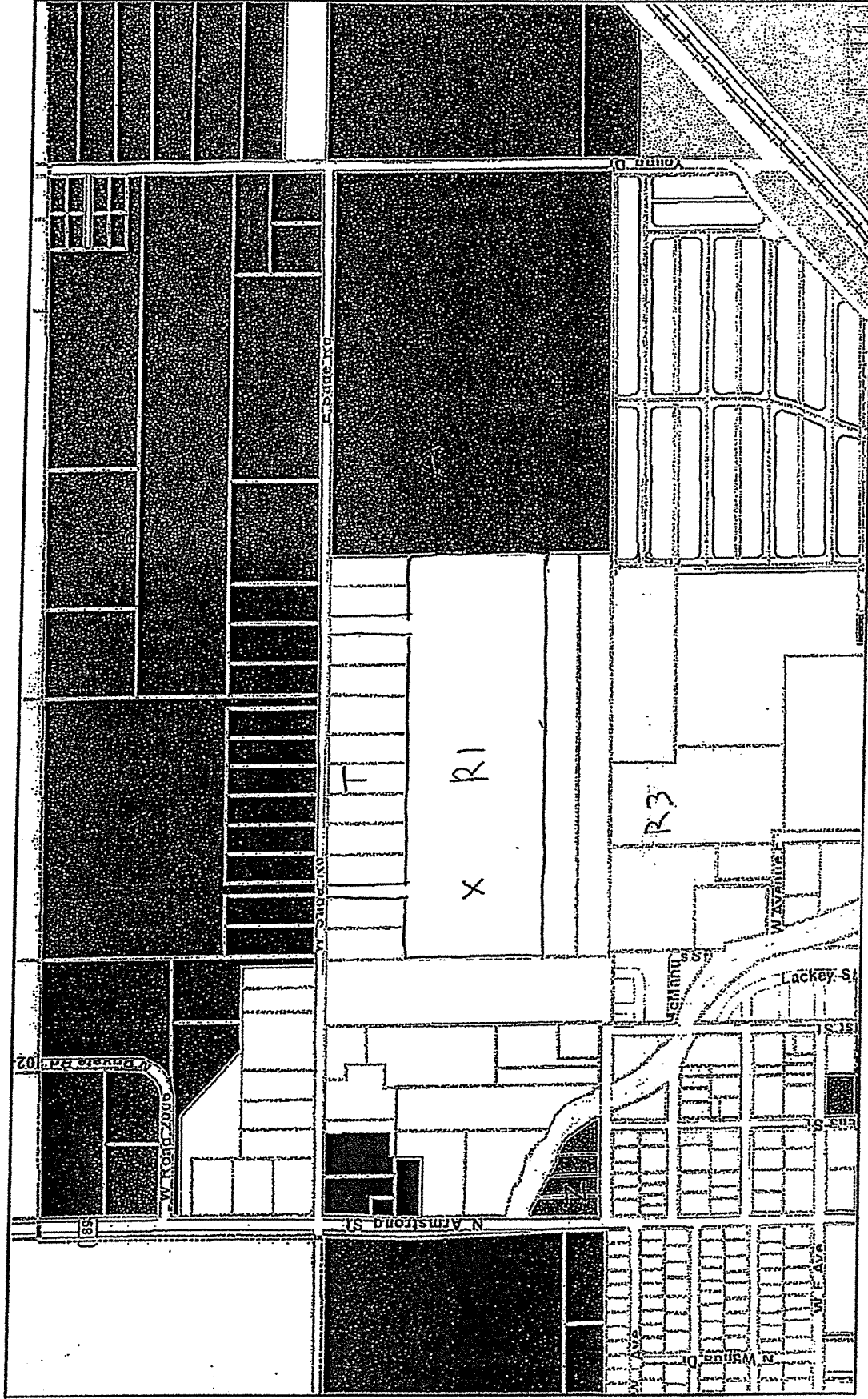
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 श्री कृष्णाय नमः

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**CADDE ENGINEERS  
& SURVEYORS INC.**  
421 ALEXANDER 612-692-2968  
KINGSVILLE TEXAS 78603

# Zoning Map of Area



May 12, 2017

X - rezoning request

Y - C4

T - Home of Applicant

Z - C2

1:9,028  
0 0.075 0.15 0.3 mi  
0 0.1 0.2 0.4 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

## Brown Bag

said of those the Brown Bag Food Bank has assisted since 1996. "The majority of these senior citizens...they're all on fixed incomes. They appreciate (the help)."

Coleman founded the food bank in 1996 as a way to give back to the Bishop community for its support after she was diagnosed with cancer, which she later beat. The program has assisted thousands of people over its lifespan, closing just shy of its full 21st year in operation, Garcia said. Notes were handed out to individuals on Thursday who were picking up their food items to inform them of the closure.

Its high school scholarship fund will remain open, though, officials said.

The group supplied qualified individuals in need with brown paper bags full of food items - like boxes of cereal, canned goods, chips, pasta, frozen meats, fruits and vegetables - as well as toiletries, like diapers, tissues and toilet paper.

The Brown Bag Food Bank, like many similar initiatives, relied on private donations to purchase items from the Food Bank of Corpus Christi. The Corpus Christi-based organization has about 60 food pantries in its 11-county service area, which stretches from Beeville to Kennedy

County, said Lauren Pfeiffer, agency relations coordinator for the Food Bank of Corpus Christi.

Those pantries, like the Brown Bag Food Bank, purchase food items for about \$0.14 per pound as part of a shared maintenance fee, she said. Fresh produce, pastries and breads are provided free of charge, she added. Pfeiffer said food pantry programs are necessary for all communities because they assist these residents who are on fixed or limited incomes.

"A lot of people don't realize that it's a lot of seniors on fixed incomes - it's not people that are abusing the system," she said. "It's people who are disabled, it's your grandma, it's someone you may know who goes to a food pantry - it's a lot of families who just can't get by on month-to-month on a minimum wage income."

"It's definitely reassuring that there are other programs that these folks can go to," she added.

Aside from the Brown Bag Food Bank, First Baptist Church in Bishop also runs a food pantry of its own that operates on the second Friday of every month from 3:30 to 7:30 p.m. Individuals seeking assistance from the First Baptist Church food pantry must fill out an application, which can be done the day of

the event, to see if they qualify for help. The food pantry is only open to Bishop residents.

Andrea Emme, a parishioner of the First Baptist Church in Bishop, said church officials gave her the go-ahead to start the program two years ago.

The food pantry relies on private donations from church parishioners and the public to purchase food from the Food Bank of Corpus Christi, Emme said.

"I just felt I needed to do something, and I asked our pastor at the time and he said, 'Go for it,' so we did," Emme said.

First Baptist Church also provides emergency food bags for certain situations, and volunteers also run a clothing closet with donated clothes and household items. That closet is open on Thursdays from 10 a.m. to noon, but can also be opened for emergency situations, such as in the event a family loses their belongings in a house fire, Emme said.

For more information on the food pantry at First Baptist Church - or to volunteer or donate - call Andrea Emme at (361) 584-3546.

The service can be contacted at [teac@firstbaptistchurch.org](mailto:teac@firstbaptistchurch.org) or (361) 221-0743.

## Gaddis

do," she said. "Special Olympics help athletes discover new strengths and abilities, skills and success, and builds confidence and fulfillment."

Carriles said H.M. King started participating in competitive Special Olympics basketball last year. This year, the school's team did well enough to make it into the Division 1 championship where they finished in second place.

"That was a major accomplishment for just our second year in competition," Carriles said.

Jalen served not just as the basketball team's center, but also as its captain. Carriles said being a team leader helped being Jalen "out of his shell."

"I became a leader," he said.

Carriles said as team captain, Jalen's leadership skills, as well as his willingness to help his teammates, came to the forefront.

"He's always encouraging (his teammates)," she said.

On April 8, Gaddis and his fellow athletes participated in the Special Olympics track and field competition in Floor Bluff. At the event, H.M. King finished strong, coming back with 46 gold medals, 25 silver and 15 bronze.

"And as a team, that's really awesome," Carriles said.

But the biggest award was still to come, however, as Jalen was recognized as the Area 2 Special Olympics Male Athlete of the Year during the event.

"Excited ain't the word," Henry said, recalling his reaction when Jalen received the award.

"It's been a while since (H.M. King) has had the award, so we're excited for Jalen," Carriles said.

Carriles said Area 2 is comprised of 16 counties, stretching from Calhoun to Victoria. She said nearly 2,000 Special Olympics athletes are represented in

Area 2. "Every coach submits an athlete nomination form and then a committee actually selects the athlete of the year based on that," Carriles said.

On Jalen's nomination form, Carriles said she wrote about his 12 years competing in the Special Olympics, along with a rundown of his best qualities.

"I wrote, 'Jalen has the spirit of kindness and love towards all,'" she said. "And that spirit of kindness and love is kind of radiates to all of us."

"He knows no limits," she added. "There's no boundaries. Everything to him is good. If he made the basket, it's good, and if he didn't make the basket, it's good. He's happy, and I think that's kind of a life lesson that we all need to have sometimes."

"It's just having fun," Jalen added.

Anthony Ruiz can be contacted at [ant@bbsg-rsolutions.com](mailto:ant@bbsg-rsolutions.com) or (361) 221-0251.

## PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, May 8, 2017 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:


ITEM #1 - Victoria Avalos, owner, requesting the rezoning of KT & I CO, BLOCK 7, LOT W 2 3, PT 4, ACRES 31.55 from (R1) Single Family to (AG) Agricultural.

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

Jubilee Academies

## PUBLIC FORUM

TEXAS A&M UNIVERSITY-KINGSVILLE-SUB 219B  
KINGSVILLE, TX



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For a presentation on our Jubilee Academies in Kingsville,

Sharing our model of:

- Small Class Sizes
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- Academic Excellence
- Safe Drug Free, Violence Free Environment
- Teaching of Character and Leadership Skills
- Using the Seven Core's 7 Habits of Highly Successful People

[www.jubileeacademiccenter.com](http://www.jubileeacademiccenter.com)

APRIL 25, 2017 AT 6:00 P.M.

CALL FOR MORE INFO-361-221-2591

## WILD HORSE DESERT ROUND-UP

Friday, April 28<sup>th</sup> and Saturday, April 29<sup>th</sup>  
at the Bishop City Park



SPONSORED BY: BISHOP CHAMBER OF COMMERCE

**FRIDAY 4-28**

- 5:00 PM BBQ COOK-OFF CHECK-IN (COMMUNITY CENTER)
- 5:00 PM SILENT AUCTION BEGINS (COMMUNITY CENTER)
- 6:00 PM BUNGEE ROCKS OFF THE START OF EVENTS (UNDER THE PAVILION)
- 6:30 PM PLATEAU TURN IN (COMMUNITY CENTER)
- 7:00 PM BLISS (UNDER PAVILION)
- 7:30 PM CHEF'S CHOICE TURN IN (COMMUNITY CENTER)
- 8:00 PM MICHAEL LONGORIALY CONJURTO JUDOS (UNDER PAVILION)
- 8:30 PM PAWEE COUPO TURN IN (COMMUNITY CENTER)
- 9:00 PM LUNCH (CELESTIAL, UNDER PAVILION)
- 10:00 PM BUNGEE (UNDER PAVILION)

**SATURDAY 4-29**

- 8:45 AM BBQ CHURCH (POLLER V CAMP SITE)
- 9:30 AM 1ST ANNUAL ROTARY TRUCK LAP AROUND THE POND
- 10:00 AM HONORARY TRUCKS WHO HAVE LOST ARE STILL FIGHTING OR HAVE BEATEN CANCER (PAVILION BY THE LAKE)
- 10:00 AM (DEDICATION OF RAMP 2 MILE WALK (PAVILION BY THE LAKE)
- 10:00 AM ST. PAUL LUTHERAN CHURCH & SCHOOL MUSIC (UNDER PAVILION)
- 10:00 AM BBQ COOK-OFF MEETING (MAIN CAMP SITE)
- 10:00 AM VENDOR CRAFT, FOOD & GAMES BOOTH OPEN (PARK WIDE)
- 10:00 AM SILENT AUCTION OPENS (COMMUNITY CENTER)
- 10:00 AM NATIONAL ANTHROPI (UNDER PAVILION)
- 10:30 AM KIDZ WORKOUT - ALL LEVELS - COOL PREPARED TO JOIN (PAVILION)
- 10:30 AM GRAND OPENING OF THE BISHOP BLAZEPAD (DETRITE)
- 10:30 AM 10:30 AM - 2:00 PM BOSS AREA SPONSORED BY LOWER (BEAR THE PAVILION)
- 11:00 AM DALL HITTER BISHOP JR. HIGH VS ALICE (BOYS SCHOOL BASEBALL FIELD)
- 11:00 AM SUN TURN IN (COMMUNITY CENTER)
- 11:30 AM WORK OUT WARS BEGINS (PAVILION)
- 12:00 PM CHOCOLATE TURN IN (COMMUNITY CENTER)
- 2:00 PM BOSS TURN IN (COMMUNITY CENTER)
- 2:30 PM BOSS TURN IN (COMMUNITY CENTER)
- 4:00 PM BASKETBALL IN (COMMUNITY CENTER)
- 5:00 PM BOSS Q & A LOCATION IN PARK TO BE ANNOUNCED
- 8:00 PM BOSS HARDS (UNDER PAVILION)
- 8:00 PM AUCTION CLOSING (COMMUNITY CENTER)
- 7:00 PM BLOWN BY RECORDS - LIVE MUSIC (UNDER PAVILION)
- 8:00 PM HYDE AFTER 9 - LIVE MUSIC (UNDER PAVILION)

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

**To:** Mayor and City Commissioners

**CC:** Jesus A. Garza, City Manager

**FROM:** Tom Ginter, Director

**DATE:** April 13, 2017

**SUBJECT:** Agenda item for a rezoning request from Victoria Avalos KT & I Block 7, Lot W23, Pt 4 31.55 acres From R1 to AG

---

**Summary:** The applicant Victoria Avalos is requesting a rezone of the above property from R1 to Agriculture.

**Background:** This property has been zoned R1 for some time. Attachment A reflects the zoning of the property around this request. Attachment B is a plat that was approved for this area that shows future development in 1996. Attachment C reflects that the previous owner owned it from 1996 to 2014. The applicant purchased the property in June of 2014. Since that time they have determined that they have no desire to develop it and would like to take advantage of the uses that are allowed under the agricultural zone. Attachment D reflects the uses allowed under an agricultural zone and what is not allowed when it is zoned R1. Just a reminder that it takes 10 acres to be zoned agricultural. There have been concerns about the number of animals so included in the packet is Attachment E which are the specific sections on animals. Since there is no mention of the number of animals compared to the zoning there could be a conflict when it relates to agriculture. There is an obvious expectation by the abutting property owners that the ground would be residential in the future and the change to agricultural brings concern to them as to the uses allowed. On the other hand should the property owner be allowed to utilize the ground that he owns to the fullest extent allowed by the city ordinances?

**Financial Impact:** I see minimal financial impact. My belief is that currently while it is zoned R1 the appraisal value is agricultural since that is how the property is being utilized. Since property ownership can change you obviously never know what can happen in the future.

**Recommendation:** The Planning and Zoning Commission doesn't meet on this item until April 19<sup>th</sup>, so after that meeting I will be able to get to you their recommendation.



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

**PROPERTY INFORMATION: (Please PRINT or TYPE)**

Project Address \_\_\_\_\_ Nearest Intersection \_\_\_\_\_

(Proposed) Subdivision Name \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_

Legal Description: KT + 1 Co, Block 7, Lot W/23, PT 4, Acres 31.55

Existing Zoning Designation R1 Future Land Use Plan Designation AG

**OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)**

Applicant/Authorized Agent Victoria Avalos Phone 361-947-1037 Fax \_\_\_\_\_

Email Address (for project correspondence only): Vicky.jesse.21@yahoo.com

Mailing Address 221 W. Sage City Kingsville State TX Zip 78363

Property Owner Victoria Avalos Phone \_\_\_\_\_ FAX \_\_\_\_\_

Email Address (for project correspondence only): \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

<input type="checkbox"/> Annexation Request	No Fee	<input type="checkbox"/> Preliminary Plat	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA)	\$250.00	<input type="checkbox"/> Final Plat	Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request	\$250.00	<input type="checkbox"/> Minor Plat	\$100.00
<input 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:

Re zoning from R-1 to AG

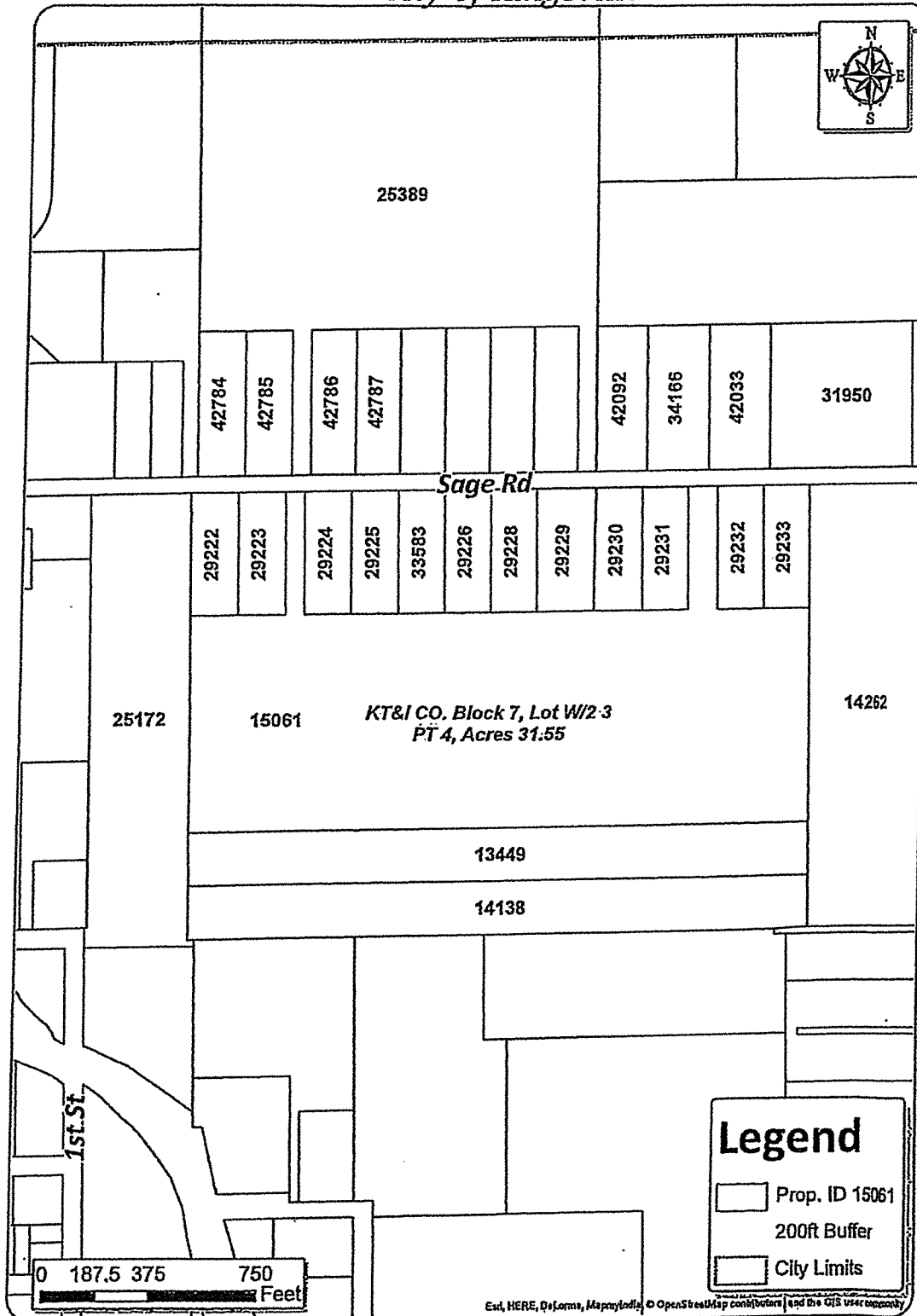
I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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


Applicant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner's Signature Victoria Avalos Date: 3-23-17

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

# City of Kingsville



Page 1 / 1	Drawn By: Engineering Department	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.		<b>CITY OF KINGSVILLE ENGINEERING DEPARTMENT</b> 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035
	Last Update: 2/15/2017			
	Note:			

R H CHRISTIAN  
PO BOX 732  
KINGSVILLE, TX 78364-0732  
#25389

ANTONIO ALEGRIA SR  
ETUX MONICA  
2106 BROOK LN  
KINGSVILLE, TX 78363  
#42786

JOHN DAVID SILVA  
ETUX TERESA MARIE  
2005 S 2<sup>ND</sup> ST  
KINGSVILLE, TX 78363  
#34166

DANIEL RAY GARZA  
ETUX MARGO  
1030 NATIONAL DR  
CORPUS CHRISTI, TX 78416-2135  
#29222

ATILANO EFRAIN CHAPA  
ETUX NOELIA L CHAPA  
313 W SAGE RD  
KINGSVILLE, TX 78363-2800  
#29225

ALFRED L ISASSI  
ETUX ERNESTINA A RAMOS  
213 W SAGE RD  
KINGSVILLE, TX 78363-2820  
#29228

JAVIER DE LA PAZ  
ETUX ROXANNE  
248 E COUNTY ROAD 2210  
KINGSVILLE, TX 78363-2650  
#29231

THOMAS WASH F  
524 W I AVE  
KINGSVILLE, TX 78363-3187  
#25172

MAY FAMILY REVOCABLE TRUST  
DEAN MAY (TRUSTEE)  
2734 STEARMAN ST  
POPLAR GROVE, IL 61065-8248  
#14138

ANN MARIE TORRES  
AKA ANN MARIE LOERA  
ETVIR CHRISTOPHER  
701 W KLEBERG AVE  
KINGSVILLE, TX 78363-4216  
#42784

JAVIER MENDEZ JR  
ETUX RUTH L  
401 E LOTT  
KINGSVILLE, TX 78363  
#42787

MARIA GUADALUPE MARQUEZ  
ALEJANDRO ZARAGOZA  
1803 MARGARET LANE  
KINGSVILLE, TX 78363  
#42033

CARLOS GUERRERO  
ETUX ELDA S GUERRERO  
431 W SAGE RD  
KINGSVILLE, TX 78363-2789  
#29223

OSCAR COLECIO  
ROSALIE COLECIO  
305 W SAGE RD  
KINGSVILLE, TX 78363-2800  
#33583

OSCAR DIAZ  
ETUX GLORIA PENNA  
2535 5<sup>TH</sup> ST  
INGLESIDE, TX 78362  
#29229

ROJELIO DOMINGUEZ JR  
933 W G AVE  
KINGSVILLE, TX 78363-3046  
#29232

FRANKLIN WELDING DALLAS LLC  
PO BOX 511  
1710 YOUNG DR  
KINGSVILLE, TX 78364-0511  
#14262

ANN MARIE TORRES  
AKA ANN MARIE LOERA  
ETVIR CHRISTOPHER  
701 W KLEBERG AVE  
KINGSVILLE, TX 78363-4216  
#42785

ELIBERTO AGUILAR  
114 W SAGE RD  
KINGSVILLE, TX 78363  
#42092

ANTONIO ALCALA JR  
ETUX IMELDA T  
1009 WARNER ST  
CARROLLTON, TX 75006-6344  
#31950

JOHN GUERRERO  
ETUX JACKIE  
321 W SAGE RD  
KINGSVILLE, TX 78363-2800  
#29224

VICTORIA ANNA AVALOS  
221 W SAGE RD  
KINGSVILLE, TX 78363  
#29226

CLIFFORD SUTCLIFFE  
ETUX KERRI L  
3701 WILLOW LAKE LN  
ENID, OK 73703  
#29230

LARRY T GARCIA  
103 W SAGE RD  
KINGSVILLE, TX 78363  
#29233

ETHEL CHAYS  
2003 BLUEBIRD AVE NW  
HUNTSVILLE, AL 35816-1704  
#13449



To: Planning and Zoning Commission Members

From: Tom Ginter, Director

Date: April 13, 2017

Subject: Rezoning of property 31.55 acres KT&I. Block 7, Lot W/23 Pt 4

**Background and Summary:**

The 31.55 acres owned by Victoria Avalos is currently zoned R1. Attachment A reflects the current zoning of the property per request and the zoning of the property around it. Attachment B reflects how the plat for the property was approved by the City of Kingsville in 1996. Attachment C reflects the deed history of the property which was owned by one individual since 1996. In June of 2014 the property was purchased by Victoria Avalos.

I believe that this background is important because it reflects how long the property was slated for a residential development and probably the expectation of the abutting property owners that it stays zoned residential.

The applicant has decided now that they prefer to rezone the property to agriculture since, they do not want to develop it residential and they would like to take advantage of the uses that are allowed in an agricultural zone. Attachment D reflects the uses allowed under an Agricultural zone and what is not allowed when it is zoned R1. Reminder that to be zoned Agricultural one must have at least 10 acres.

There have been concerns about the number of animals, enclosed is the ordinance that speaks to this question. Specifically Section 9-3-2 and Section 9-3-3 give you guidance on that subject. Since there is no mention of the number of animals related to the zoning there could be a conflict when it relates to agriculture.

I understand that with the expectation of this land being zoned residential and that to the abutting property owners agricultural uses may not be compatible would cause concern. More importantly do those concerns from the abutting property owners hold a higher priority than the property owner attempting to utilize his property to his desire under the Code of Ordinances?

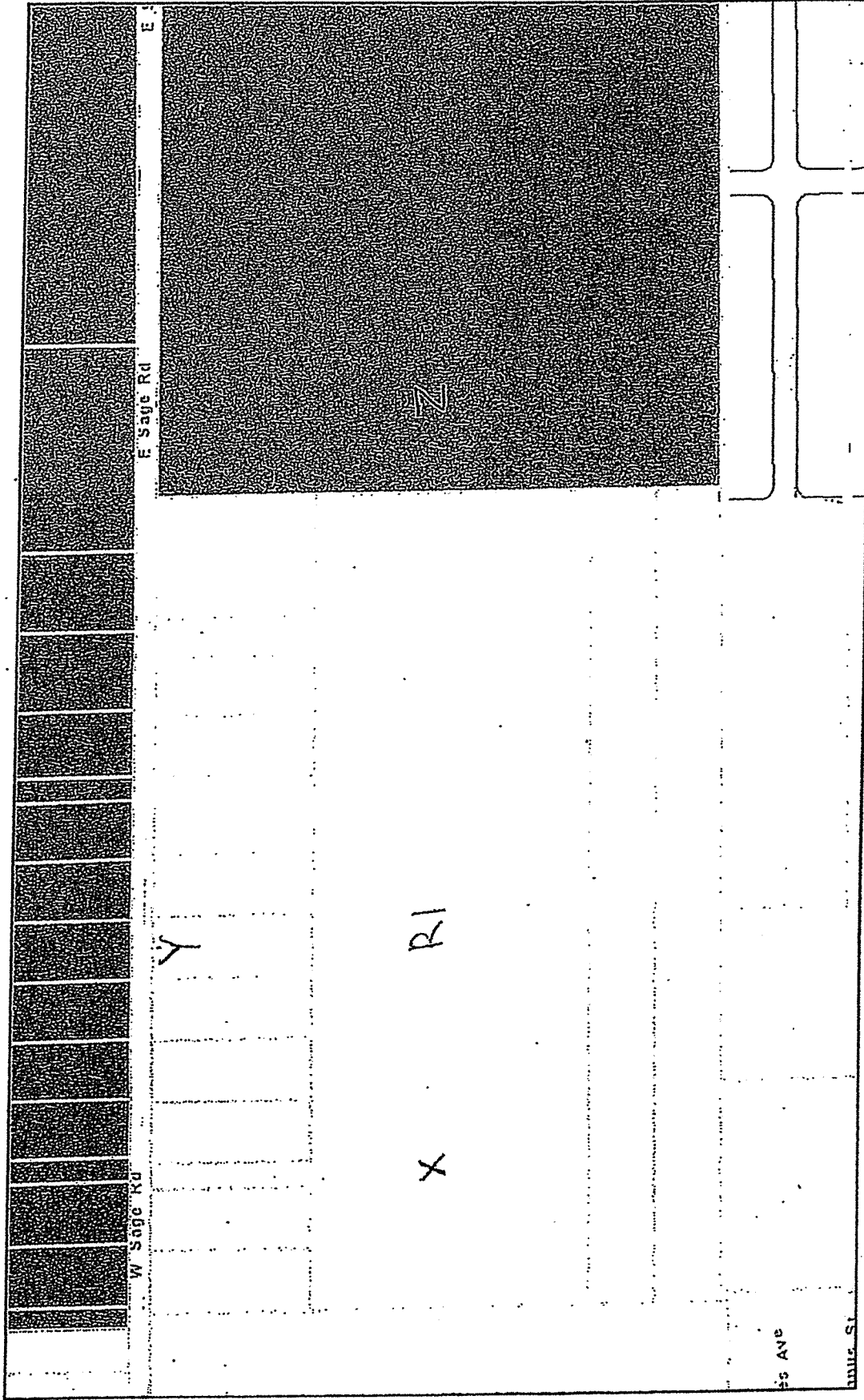
**Financial Impact:**

Since property ownership and the land use can always change I see minimal impact now and into the future. Even though it is zoned residential, the appraisal district may have it as an agricultural value since that is how the ground is being utilized.

**Recommendation:**

After much thought I would like to recommend to the planning and zoning commission that the rezoning be approved for passage by the city commission. I would hope that with 31.55 acres the property owner would be cognizant of the abutting property owners concerns and that they could work together so they all enjoyed the country life.

# Attachment A



April 13, 2017

X - Property - rezoning request

Z - Agriculture zone

Y - Applicant residence

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

**SAGE ROAD (COUNTY ROAD 2110 WEST) - 60' R.O.V.**

I enclose to you 2<sup>nd</sup> edition of "THE HISTORY OF THE UNITED STATES OF AMERICA" by J. F. Johnson, published by the American Book Company, New York, N. Y., 1887. It is a beautiful book, and I hope you will find it of interest. I have also enclosed a letter from the American Book Company, New York, N. Y., dated 1887, which you may find of interest.

SEATTLE IN ALPINE  
FIELD OF SNOW

1970-1971

STATE OF TEXAS  
COUNTY OF SULLIVAN

P. L. Prager

STATE OF NEW  
JERSEY  
COUNTY OF ATLANTIC

W. J. Sullivan

17321 40 L90000

1. 1. The first part of the paper is devoted to a discussion of the  
2. 2. The second part of the paper is devoted to a discussion of the  
3. 3. The third part of the paper is devoted to a discussion of the  
4. 4. The fourth part of the paper is devoted to a discussion of the  
5. 5. The fifth part of the paper is devoted to a discussion of the  
6. 6. The sixth part of the paper is devoted to a discussion of the  
7. 7. The seventh part of the paper is devoted to a discussion of the  
8. 8. The eighth part of the paper is devoted to a discussion of the  
9. 9. The ninth part of the paper is devoted to a discussion of the  
10. 10. The tenth part of the paper is devoted to a discussion of the

HAYES TRACT  
VOL. 214, PG. 376 K. C. D. R.

ERIKES TRACT  
VOL. 214, PG. 362, K. C. R. R.

**SERENITY ESTATES**  
A 1452 ACRE SUBDIVISION OUT OF FARM LOTS 3 & 4, SECTION 7,  
KLEBERG TOWN AND IMPROVEMENT COMPANY SUBDIVISION  
KLEBERG COUNTY, TEXAS.

**LEGEND**

FROM FIRST FLOOR TO 2ND FLOOR

FROM FIRST FLOOR TO 3RD FLOOR

**CADE ENGINEERS  
& SURVEYORS INC.**  
421 ALEXANDER 512 -- 692 - 2956  
KINGSVILLE, TEXAS 78363

1721001

(28)

Attachment C

## Kleberg CAD

## Property Search Results &gt; 15061 AVALOS VICTORIA for Year 2017

## Property

## Account

Property ID: 15061 Legal Description: K T & I CO, BLOCK 7, LOT W/2 3, PT 4, ACRES 31.55  
 Geographic ID: 290000704101192 Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

## Location

Address: SAGE RD Mapsco:  
 Neighborhood: Map ID: A1  
 Neighborhood CD:

## Owner

Name: AVALOS VICTORIA Owner ID: 60216  
 Mailing Address: 221 W SAGE RD % Ownership: 100.000000000000%  
 KINGSVILLE, TX 78363

## Exemptions:

## Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$88,210	\$4,160
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$88,210	
(-) Ag or Timber Use Value Reduction:	-	\$84,050	
<hr/>			
(=) Appraised Value:	=	\$4,160	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$4,160	

## Taxing Jurisdiction

Owner: AVALOS VICTORIA  
 % Ownership: 100.000000000000%  
 Total Value: N/A

Entity Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD KLEBERG COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CKI CITY OF KINGSVILLE	N/A	N/A	N/A	N/A
GKL KLEBERG COUNTY	N/A	N/A	N/A	N/A
SKI KINGSVILLE I.S.D.	N/A	N/A	N/A	N/A
WST SOUTH TEXAS WATER AUTHORITY	N/A	N/A	N/A	N/A
Total Tax Rate:	N/A			

Taxes w/Current Exemptions: N/A

Taxes w/o Exemptions:

N/A

**Improvement / Building**

No improvements exist for this property.

**Land**

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	IMPR2	IMPROVED PASTURE	21.9500	956142.00	0.00	0.00	\$61,370	\$3,250
2	IMPR3	IMPROVED PASTURE	4.6100	200811.60	0.00	0.00	\$12,890	\$540
3	OTH4	RB4 (BRUSH LAND)	2.2100	96267.60	0.00	0.00	\$6,180	\$180
4	OTH5	RB5 (BRUSH LAND)	2.7800	121096.80	0.00	0.00	\$7,770	\$190

**Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	N/A	N/A	N/A	N/A	N/A	N/A
2016	\$0	\$78,630	3,860	3,860	\$0	\$3,860
2015	\$0	\$107,440	3,590	3,590	\$0	\$3,590
2014	\$0	\$76,160	11,280	11,280	\$0	\$11,280
2013	\$0	\$78,120	11,500	11,500	\$0	\$11,500
2012	\$0	\$66,820	12,050	12,050	\$0	\$12,050
2011	\$0	\$62,780	11,350	11,350	\$0	\$11,350
2010	\$0	\$60,520	11,950	11,950	\$0	\$11,950
2009	\$0	\$60,520	11,400	11,400	\$0	\$11,400
2008	\$0	\$74,610	10,310	10,310	\$0	\$10,310
2007	\$0	\$53,610	7,020	7,020	\$0	\$7,020
2006	\$0	\$53,640	7,350	7,350	\$0	\$7,350
2005	\$0	\$53,010	7,640	7,640	\$0	\$7,640
2004	\$0	\$44,790	5,400	5,400	\$0	\$5,400
2003	\$0	\$53,640	5,430	5,430	\$0	\$5,430
2002	\$0	\$53,640	6,040	6,040	\$0	\$6,040
2001	\$0	\$47,330	7,740	7,740	\$0	\$7,740
2000	\$0	\$43,700	8,370	8,370	\$0	\$8,370
1999	\$0	\$36,280	9,630	9,630	\$0	\$9,630
1998	\$0	\$31,550	8,680	8,680	\$0	\$8,680
1997	\$0	\$46,070	2,630	2,630	\$0	\$2,630
1996	\$0	\$46,070	0	46,070	\$0	\$46,070
1995	\$0	\$46,070	0	46,070	\$0	\$46,070

**Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/17/2014	WDVL	WARRANTY DEED W/VENDOR'S LEIN	SCHOECH MELVIN & GENELL TRUST	AVALOS VICTORIA	514	043	
2	11/15/2001	SPWD	SPECIAL WARRANTY DEED	SCHOECH MELVIN A	SCHOECH MELVIN & GENELL TRUST	225	478	0
3	5/22/1996	SPWD	SPECIAL WARRANTY DEED	CHURCH OF JESUS CHRIST	SCHOECH MELVIN A	131	442	

Questions Please Call (361) 595-5775

Kingsville, TX Code of Ordinances [codes] - Sec. 1. - Land use chart. | Municode Libra... Page 13 of 14

Kingsville, TX Code of Ordinances [codes] - Sec. 1. - Land use chart. | Municode Libra... Page 13 of 14

[illegible]

Attachment E

ARTICLE 3. - ANIMALS<sup>[4]</sup>

Footnotes:

--- (4) ---

Statutory reference— For state law concerning animals generally, see Tex. Health & Safety Code, Title 10 and Tex. Penal Code, §§ 42.09 and 42.10; Rabies Control Act, see Tex. Penal Code, § 42.09.

GENERAL PROVISIONS

Sec. 9-3-1. - Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Animals or poultry. As specifically named herein, by whatever other name they might be called, includes every age and sex of each of the herein named species of animal or poultry.

Hybrid animals. First, second or third generation offspring of two animals of different species, one of which is from the wild.

Permit. Any permit granted by the Health Officer pursuant to power granted to him in this article.

Prohibited animal. Any venomous or poisonous amphibian or reptile or potentially dangerous reptile because of its size such as boas, pythons, anacondas, monitor lizards and crocodilians; any member of the class Aves that is protected from human possession by federal law and any of the large flightless birds such as ostriches, rhea, emus and cassowaries; any of the class Mammalia that is not normally born and raised in captivity, such as, but not limited to, cheetah, lion, tiger, bobcat, jaguar, leopard, cougar, wolves, dingos, coyotes, jackals, weasels, skunks, mink, badgers, bears, kangaroos, opossums, bats, sloths, anteaters, armadillos, elephants, monkeys, raccoons, chimpanzees, gorillas, porcupines, antelope, deer, bison, camels, peccaries (javelinas). This does not include those mammals bred and raised as pets or offered for sale such as domestic cats, dogs, hamsters, guinea pigs, gerbils, or domestic hares.

Ratproof. The state of being constructed so as to effectively prevent entry of rats.

Sanitary. Any condition of good order and cleanliness which precludes the probability of disease transmission.

(1962 Code, § 6-3-1; Ord. —, passed 1-28-54; Ord. 87011, passed 6-22-87; Ord. 93006, passed 4-12-93)

\* Sec. 9-3-2. - Keeping of certain animals restricted; permit requirement.

It is and shall be unlawful for any person to keep, own, maintain, use or have in their possession any rabbits, hares, guinea pigs, horses, mules, donkeys, cattle, goats, sheep, chickens, turkeys, guineas, geese, ducks or homing pigeons, within the corporate limits; except that such animals or poultry may be kept under the conditions hereinafter set forth, provided a permit is first obtained as hereinafter provided. This section shall not apply to the keeping of dogs as provided in §§ 9-3-25 et seq. of this article.



(1962 Code, § 6-3-2; Ord. —, passed 1-28-54; Ord. 200020, passed 10-9-00; Ord. 2002-34, passed 12-16-02)

Cross reference— Penalty, see § 9-3-99.

\*Sec. 9-3-3. - Permit application and validity; sanitary requirements.

(A) Permit application required. Permits are required as a prerequisite to the keeping, owning, maintaining, using or having in one's possession any rabbits, horses, hares, guinea pigs, mules, donkeys, cattle, goats, sheep, chickens, turkeys, guineas, geese, ducks and homing pigeons. Permits may be obtained by written application and compliance with the sanitary requirements as set forth by the Health Officer. The application shall affirmatively show that the applicant has facilities for keeping such animals or poultry in quarters meeting the standards set by the Health Officer, which will confine the animals or poultry within limits not closer than 100 feet to the exterior limits of any dwelling resided in by anyone other than the applicant.

(B) Permit for livestock exhibition. However, any person under 19 years of age, who is an active member of a nonprofit organization actively engaged in the exhibition of livestock (including rabbits and/or hares), may, upon proper application and proof of such membership, be authorized to keep rabbits and/or hares, without complying with the 100-foot requirement stated in division (A). Additionally, upon proper application and proof of such membership, such persons may be authorized to keep rabbits, hares, guinea pigs, goats, sheep, chickens, turkeys, guineas, geese, ducks or pigeons without complying with the 100-foot requirement stated herein during the period of November 1 through March 31 with the written consent of any owner and/or occupant of a dwelling within the 100-foot requirement. The limits contained in division (C) shall apply provided, however, the combined limit for goats and/or sheep shall not exceed four and the number of poultry shall not exceed 25.

(C) Limits on non-exhibition livestock. No permit shall be issued or be valid if issued for the permitting and/or keeping upon any premises or within an area within the city limits a combined total of more than 12 of the following: rabbits, hares, guinea pigs, chickens, turkeys, guineas, geese and ducks; or a combined total of more than two of the following: horses, mules, donkeys, goats, sheep, and cattle. Each such permit, unless revoked sooner, shall be valid and effective for not more than 12 months from its date of issuance thereof.

(1962 Code, § 6-3-3; Ord. 81049, passed 11-23-81; Ord. 200020, passed 10-9-00; Ord. 2002-34, passed 12-16-02)

Sec. 9-3-4. - Messenger pigeons; permit requirements.

Permits may be obtained for the keeping of Antwerp Messenger Pigeons, commonly called carrier or homing pigeons, by filing written application showing the following:

(A)

That such pigeons will be confined to closed lofts, and released therefrom only for training and exercise flights and not allowed to fly at will.

(B)

That no other breed of pigeons will be kept in the same loft.

## Grand Jury indictments

By Tim Acosta  
Managing Editor

A Kingsville man arrested this year on multiple drug charges was recently indicted by a Kleberg County grand jury for possession of marijuana, stemming from the discovery of two bags of marijuana in a home where he was staying.

Matthew Modano, 27, was indicted March 23 on one count of possession of marijuana (greater than four ounces but less than five pounds), a state jail felony. The indictment stemmed from his arrest on Feb. 17, after Kingsville police executed a search warrant on a home in the 1000 block of W. 1st St.

Members of the KPD's Street Level Operations Team conducted the operation after an investigation that lasted several weeks, police said. They found two bags of marijuana during the search — one in a couch on which Modano was sleeping in his bedroom and another in a couch in the front of the house, investigators said.

Modano also had a number of outstanding warrants for his arrest stemming from other drug charges from 2013 for which he has been indicted and was on the run from law enforcement at the time of the Feb. 17 raid.

Those warrants included a motion to revoke probation for a previous possession of marijuana conviction; failure to appear for a possession of controlled substance (Penalty Group 2A, greater than four ounces but less than five pounds) hearing and motion to revoke probation for possession of controlled substance (Penalty Group 2A, greater than four ounces but less than five pounds), police have said.

Modano also had 11 city warrants with fines totaling

\$1562, including multiple violations for not having a driver's license, expired registration, failure to maintain financial responsibility and failure to appear in Municipal Court.

If convicted, Modano is facing up to two years in prison and a maximum \$10,000 fine.

Other indictments issued on March 23 were:

- Leonel Garza-Garcia, 35, one count each of money laundering, greater than \$500,000, first-degree felony; unlawful use of a criminal instrument, second-degree felony; and money transmission act, third-degree felony.

- Alois Adrian Caballero, 22, possession of a controlled substance, Penalty Group 1, greater than or equal to 400 grams, first-degree felony.

- Antonio Rangel Jr., 40, money laundering, greater than \$150,000 but less than \$500,000, second-degree felony.

- Hilario Gomez Vela, 37, burglary of a building, state jail felony.

- Kyle Reagan Florence, 21, prohibited substance in a correctional facility, third-degree felony.

- Daniel Jose Mendez II, 29, driving while intoxicated — third or more offense, third-degree felony.

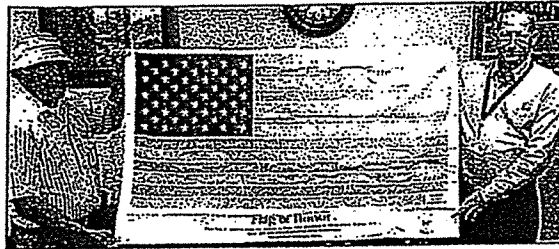
- Rigoberto Oliva, 36, assault on a public servant, third-degree felony.

- Edward Ramirez, 39, driving while intoxicated — third or more offense (repeat felony offender), second-degree felony.

- Thomas Michael McFaridge, 33, driving while intoxicated — third or more offense, evading arrest or detention with a motor vehicle, and retaliation, all third-degree felonies.

- Martin Roy Longoria, 24, assault — family violence (intimidation), third-degree felony.

## Flag of honor presented to sheriff's office



The Kleberg County Sheriff's Office on March 28 was presented with a commemorative Flag of Honor by the Kingsville Woodmen UIC Chapter 2441. The flag, which honors the lives of all those lost in the Sept. 11, 2001 tower attacks, will be displayed at the Kleberg County Sheriff's Office for the public's view. Sheriff Richard Kirkpatrick said he was "honored and humbled" by the opportunity to display the flag in memory of all those who perished in the tragedy. Pictured are Kleberg County Sheriff Richard Kirkpatrick, right, and Pedro Vasquez, left. (Submitted item)

## St. Paul Lutheran School Information Night

April 4<sup>th</sup> ~ 6:00 p.m.-7:30 p.m.



Come visit our school and have all your questions answered!

"Curriculum" "Class Sizes" "Come & Go as you Please"  
"Get a Tour and talk to current Parents"

801 E. Main St. ~ Bishop  
361-584-2778

### PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Regular Meeting Wednesday, April 19, 2017 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following item and at which time all interested persons will be heard:

ITEM #1 — Victoria Avalos, owner, requesting the rezoning of KT & I CO, BLOCK 7, LOT W/2 3, PT 4, ACRES 31.55 from (R1) Single Family to (AG) Agricultural.

The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. 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, April 24, 2017 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

ITEM #1 — Victoria Avalos, owner, requesting the rezoning of KT & I CO, BLOCK 7, LOT W/2 3, PT 4, ACRES 31.55 from (R1) Single Family to (AG) Agricultural.

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

### CITY OF KINGSVILLE

## TRASH-OFF DAY

The City of Kingsville will be hosting a Trash-Off Day. Citizens can dump their trash for FREE!

Saturday, April 8, 2017 from 8:30 a.m. - 12:00 p.m.

\*\*\* Weather Permitting \*\*\*

Located at 6th Street and E. Avenue B.

Two blocks NORTH of Kleberg Elementary School

You must provide proof of residency and a utility bill.

Contact Community Association for more info at 361.595.8091

NO Contractors, RESIDENTS ONLY!

#### We WILL Accept:

- Brush
- Furniture
- Appliances
- Tires (1 per vehicle)

ONLY standard automobile tires, no larger than 28 inch.



#### We will NOT Accept:

- Hazardous Waste
- Concrete
- Household Garbage
- Roofing Shingles and Shingles
- No tractor or semi-truck tires

### Volunteers Needed!!

Trash bags and gloves will be provided



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Friday 8:00 am - 5:00 pm

NO WAITING



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### PUBLIC NOTICE

On March 27, 2017, the Kingsville City Commission had public hearings and action item to consider condemnation of the following property. The City Commission found the structure(s) on each of the properties to be dangerous, unsafe, in violation of city ordinances, unable to be corrected without substantial expense of reconstruction, and a public nuisance. The Commission ordered the property owner/agent/person in charge of each of the properties to demolish the structure within 30 days:

624 E Henrietta, Kingsville, Texas

A copy of each order can be obtained from the City Secretary at City Hall (400 W King Avenue, Kingsville, Texas) or by mailing her at P.O. Box 1458, Kingsville, Texas 78363.

## Brown Bag

said of those the Brown Bag Food Bank has assisted since 1996. "The majority of these senior citizens...they're all on fixed incomes. They appreciate (the help)." Coleman founded the food bank in 1996 as a way to give back to the Bishop community for its support after she was diagnosed with cancer, which she later beat. The program has assisted thousands of people over its lifespan, closing just shy of its full 21st year in operation, Garcia said. Notes were handed out to individuals on Thursday who were picking up their food items to inform them of the closure.

Its high school scholarship fund will remain open, though, officials said. The group supplied qualified individuals in need with brown paper bags full of food items - like boxes of cereal, canned goods, chips, pasta, frozen meats, fruits and vegetables - as well as toiletries, like diapers, tissues and toilet paper.

The Brown Bag Food Bank, like many similar initiatives, relied on private donations to purchase items from the Food Bank of Corpus Christi. The Corpus Christi-based organization has about 50 food pantries in its 11-county service area, which stretches from Beeville to Kennedy

County, said Lauren Pfeiffer, agency relations coordinator for the Food Bank of Corpus Christi.

Those pantries, like the Brown Bag Food Bank, purchase food items for about \$0.14 per pound as part of a shared maintenance fee, she said. Fresh produce, pastas and breads are provided free of charge, she added. Pfeiffer said food pantry programs are necessary for all communities because they assist those residents who are on fixed or limited incomes.

"A lot of people don't realize that it's a lot of seniors on fixed incomes - it's not people that are abusing the system," she said. "It's people who are disabled, it's your grandma, it's someone you may know who goes to a food pantry - it's a lot of families who just can't get by month-to-month on a minimum wage income."

"It's definitely reassuring that there are other programs that these folks can go to," she added. Aside from the Brown Bag Food Bank, First Baptist Church in Bishop also runs a food pantry of its own that operates on the second Friday of every month, from 3:30 to 7:30 p.m. Individuals seeking assistance from the First Baptist Church food pantry must fill out an application, which can be done the day of

the event, to see if they qualify for help. The food pantry is only open to Bishop residents.

Andrea Emme, a parishioner of the First Baptist Church in Bishop, said church officials gave her the go-ahead to start the program two years ago. The food pantry relies on private donations from church parishioners and the public to purchase food from the Food Bank of Corpus Christi, Emme said.

"I just felt I needed to do something, and I asked our pastor at the time and he said, 'Go for it so we did,' Emme said.

"I just love helping people out," she added. "It really is rewarding."

First Baptist Church also provides emergency food bags for certain situations, and volunteers also run a clothing closet with donated clothes and household items. That closet is open on Thursdays, from 10 a.m. to noon, but can also be opened for emergency situations, such as in the event a family loses their belongings in a house fire, Emme said.

For more information on the food pantry at First Baptist Church - or to volunteer or donate - call Andrea Emme at (361) 584-3546.

Tim Acosta can be contacted at tim@kingrecord.com or (361) 221-0243.

## Gaddis

do," she said. "Special Olympics help athletes discover new strengths and abilities, skills and success, and builds confidence and fulfillment."

Carreras said H.M. King started participating in competitive Special Olympics basketball last year. This year, the school's team did well enough to make it into the Division 1 championship where they finished in second place.

"That was a major accomplishment for just our second year in competition," Carreras said.

Julen served not just as the basketball team's center, but also as its captain. Carreras said being a team leader helped bring Julen "out of his shell."

"I became a leader," he said.

Carreras said as team captain, Julen's leadership skills, as well as his willingness to help his teammates, came to the forefront.

"He's always (as a) team player," she said.

On April 8, Gaddis and his fellow athletes participated in the Special Olympics track and field competition in Flour Bluff. At the event, H.M. King finished strong, coming back with 45 gold medals, 25 silver and 15 bronze.

"And as a team, that's really awesome," Carreras said.

But the biggest award was still to come, however, as Julen was recognized as the Area 2 Special Olympics Male Athlete of the Year during the event.

"Emilio ain't the word," Hone said, recalling his reaction when Julen received the award.

"It's been a while since (H.M. King) has had the award, so we're excited for Julen," Carreras said.

Carreras said Area 2 is comprised of 16 counties, stretching from Calhoun to Victoria. She said nearly 2,000 Special Olympics athletes are represented in

Area 2.

"Every coach submits an athletic nomination form, and then a committee actually selects the athlete of the year based on that," Carreras said.

On Julen's nomination form, Carreras said she wrote about his 12 years competing in the Special Olympics, along with a rundown of his best qualities.

"I wrote, 'Julen has the spirit of kindness and love towards all,'" she said. "And that spirit of kindness and love just kind of radiates to all of us."

"He knows no limits," she added. "There's no boundaries. Everything to him is good. If he made the basket, it's good, and if he didn't make the basket, it's good. He's happy, and I think that's kind of a life lesson that we all need to have sometimes."

"It's just having fun," Julen added.


Anthony Ruiz can be contacted at ant@kingrecord.com or (361) 221-0251.

## PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, May 8, 2017 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

ITEM #1 - Victoria Avalos, owner, requesting the rezoning of KT & 1 CO, BLOCK 7, LOT W/ 2.3, PT 4, ACRES 31.55 from (R1) Single Family to (AG) Agricultural. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

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APRIL 25, 2017 AT 6:00 P.M.  
CALL FOR MORE INFO-361-221-2591

**WILD HORSE DESERT ROUND-UP**  
Friday, April 28<sup>th</sup> and Saturday, April 29<sup>th</sup>  
at the Bishop City Park


SPONSORED BY: BISHOP CHAMBER OF COMMERCE

**FRIDAY 4-28**

- 6:00 PM BBQ COOK OFF CHECK-IN (COMMUNITY CENTER)
- 6:00 PM SILENT AUCTION BEGINS (COMMUNITY CENTER)
- 6:00 PM DJ HOE ROCKS OFF THE START OF EVENTS (UNDER THE PAWILLION)
- 6:00 PM RAFFLE TURN IN (COMMUNITY CENTER)
- 7:00 PM KISSO (UNDER PAWILLION)
- 7:00 PM ONE'S CHOICE TURN IN (COMMUNITY CENTER)
- 8:00 PM MICHAEL LONGORIA Y CORRIANTO JARAAS (UNDER PAWILLION)
- 8:00 PM PAVINE CAMPO TURN IN (COMMUNITY CENTER)
- 9:00 PM MARUCHI CELESTIAL (UNDER PAWILLION)
- 10:00 PM MARGEN (UNDER PAWILLION)

**SATURDAY 4-29**

- 6:30 AM BBQ CHURCH (YOLLER V CAMP SITE)
- 7:00 AM 1ST ANNUAL ROTARY YOLLER V CAMP AND THE POND
- 7:00 AM POWERS OF THREE WHO HAVE LOST ARE STILL
- 7:00 AM FRONTING ON HAVE BEATEN CANCER (PAWILLION BY THE LAKE)
- 8:00 AM (DEDICATION) SK RUBY'S MALE YOLLER V CAMP (BY THE LAKE)
- 8:00 AM ST. PAUL LUTHERAN CHURCH & SCHOOL MUSIC (UNDER PAWILLION)
- 8:00 AM BBQ COOKS LATELY (MAIN CAMP SITE)
- 8:00 AM VENDOR CRAFT, FOOD & GAME BOOTHS OPEN (PAWILLION)
- 8:00 AM SILENT AUCTION OPENS (COMMUNITY CENTER)
- 9:00 AM NATIONAL LANCER (UNDER PAWILLION)
- 9:00 AM HERO WORKOUT - ALL LEVELS - COME PREPARED TO JOH (PAWILLION)
- 10:00 AM GRAND OPENING OF THE BISHOP SPLASHPAD (RECREATIVE)
- 10:00 AM 2016-2017 BIDS AREA SPONSORED BY LOWES (NEAR THE PAWILLION)
- 10:00 AM DOL HITTER BISHOP JR. HIGH VS ALICE (HIGH SCHOOL BASEBALL FIELD)
- 11:00 AM BOAT TURN IN (COMMUNITY CENTER)
- 11:00 AM WORKOUT YARDS BEGIN (PAWILLION)
- 12:00 PM CHICKEN TURN IN (COMMUNITY CENTER)
- 2:00 PM RUSTY TURN IN (COMMUNITY CENTER)
- 2:00 PM KISSO SUPER HERO WORKOUT - (PAWILLION)
- 4:00 PM BASKET BALL IN (COMMUNITY CENTER)
- 5:00 PM KIDS O BLOCATOR IN PARK TO BE ANNOUNCED)
- 6:00 PM BBQ AWARDS (UNDER PAWILLION)
- 6:00 PM AUCTION CLOSING (COMMUNITY CENTER)
- 7:00 PM BALANCEZ RECORDS - LIVE MUSIC (UNDER PAWILLION)
- 8:00 PM HYDE AFTER 9 - LIVE MUSIC (UNDER PAWILLION)



## KYSO teams compete at state finals

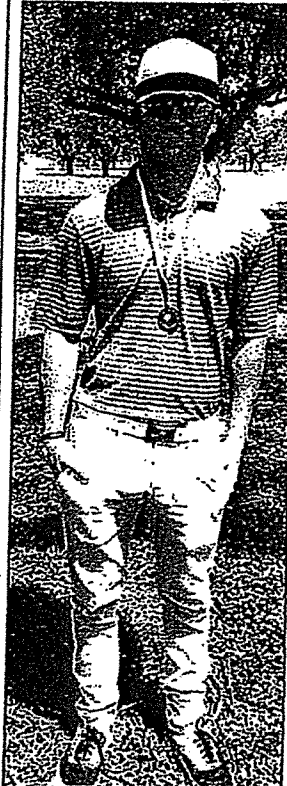


The Kingsville Thunder U15 team took third place last weekend at the South Texas District Cup state finals in Mesquite. Members of the team are Mike Jimenez, Zandra Garcia, Mla Gonzalez, Moddy Carter, Melin Hernandez, Don Dea Lopez, Caldia Moreno, Anissa Munoz and Jacqueline Yegle. Coaches are Mark Alcala and Kim Damsinger. (Submitted photo)



The KYSO U16 Raiders went undefeated in the spring season, won the Western District of the South Texas Cup in April in McAllen, and finished third in the state finals last weekend. Pictured in front, from left, are David Barlow, Aldyn Garcia, Julian Salazar, Weylon Fagete and Howard Williams. In middle are Tati Guejardo, Enrique Monasterio, Jose Huerta, Edgar Huerta and Deyan Garcia. In back are Gavin Chan, Pedro Cruz, Jose Gallegos and coach Clifford Seidman. Not pictured are coaches Maria Villaga and Tammy Garcia. (Submitted photo)

## Benton represents Riviera at region



Riviera's Jordan Benton competed at the 2A Region IV golf tournament two weeks ago in Corpus Christi, finishing in 14th place out of 85 golfers at the tournament. Benton, a sophomore, has advanced to the regional tournament the past two years. (Submitted photo)

## KYSO hosting British camp

By Jaime Gonzalez  
Sports Editor

The Kingsville Youth Soccer Organization is hosting a British soccer camp next month at Dick Kleberg Park.

The camp is run by Challenger Sports and is instructed by one of Challenger's international coaches, and is available to players ages six through 10.

The camp runs from June 5-9, and is a half-day camp from 5:30-8:30 p.m.

Each camper will receive a T-shirt, soccer ball, poster and camp certificate.

The British camp focuses on foot skills,

moves, juggling and tactical practices.

The camp also features a Camp World Cup, adding competition and cultural variety to the soccer instruction.

The daily tournament gives campers the chance to represent a World Cup team, with extra points awarded for making up chants, wearing team colors, creating flags and learning about their chosen country's culture.

Space is limited, and the price of the camp is \$141.

Challenger Sports provides camps, clinics, tournaments, training, uniforms and equipment to soccer

organizations throughout the United States and Canada, and partners with the National Soccer Coaches Association of America.

Their camp is the only soccer camp accredited by the American Camping Association for complying with up to 500 standards for health, safety and program quality.

For more information, go to [www.challengersports.com](http://www.challengersports.com), or contact Miles Palmer at [mpalmer@challengersports.com](mailto:mpalmer@challengersports.com) or at (318) 272-7335.

Jaime Gonzalez can be contacted at [jgonzalez@kingrecord.com](mailto:jgonzalez@kingrecord.com) or (361) 227-0214.

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## PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Thursday, May 25, 2017 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

Victoria Avalos, owner, requesting the rezoning of KT & I CO, BLOCK 7, LOT W/ 23, PT 4, ACRES 31.55 from (R1) Single Family to (AG) Agricultural.

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

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## **AGENDA ITEM #4**

**City of Kingsville  
Planning Dept.**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Cynthia Martin, Historic Preservation Officer

DATE: June 30, 2017

SUBJECT: Consultant for National Register nomination for Downtown Commercial District

---

**Summary:** The City of Kingsville received three proposals in response to RFP 17-16 seeking a qualified consultant team to prepare a National Register of Historic Places Nomination for the Kingsville Downtown Historic District.

**Background:** The City of Kingsville participates in the Certified Local Government program. The City applied for funding and was awarded a grant through this program to hire a consultant to prepare a National Register Nomination for Kingsville's historic downtown district. Historic District designation has become an important tool for local governments in efforts to preserve the character of central-city downtown cores. The primary purpose of designation is to provide a valuable economic development tool for historic downtown properties by allowing owners to access historic preservation tax credits for the rehabilitation of their buildings.

This Request for Proposal was published in the Kingsville Record on May 28, 2017 and again on June 4, 2017 and posted on the city website. The RFP was also emailed directly to three potential applicants. Three proposals were timely received. A team of city staff: Charlie Sosa, Purchasing Manager; Tom Ginter, Director of Planning & Development Services; and Cynthia Martin, Downtown Manager/Historic Preservation Officer was assembled to review the proposals. Selection interviews were held via phone and references for all three firms were contacted. Two of the three firms are based in Texas and one in Annapolis, MD. The two Texas firms have worked extensively with the Texas Historical Commission (THC) on similar projects, Hardy-Heck-Moore, Inc. for the past 34 years and SWCA Environmental Consultants for the past 25 years. The out of state firm, Aarcher, Inc. has worked on projects in Texas but in limited capacity and with a focus on individual buildings or installations on historic landscapes not downtown districts.



**City of Kingsville  
Planning Dept.**

**Financial Impact:** The City successfully applied for a FY2017 CLG grant for this project and was awarded up to \$15,000 for an estimated \$30,000 project. The financial impact based on the not-to-exceed bids provided by these firms is less than \$15,000. This money would be taken from the money set aside in a CO for Downtown revitalization.

The not-to-exceed bids are as follows:

Hardy·Heck·Moore, Inc.     \$28,600

SWAC Environmental Consultant   \$25,363

Aarcher, Inc.   \$17,884

The proposal from Aarcher, Inc. did not include presentation of the nomination to the State Board of Review – something that the other two proposals included and that Madeline Clites, CLG Coordinator, THC termed critical. During interviews it was determined that Hardy·Heck·Moore, Inc. plans to spent a week in Kingsville tapping local sources of research – nearly twice the time proposed by the others. This may be important as, besides successfully completing a National Register nomination, the hope is to get more in-depth historical data on the downtown buildings that can be used to promote their preservation and rehabilitation – to “sell” these properties to investors.

**Recommendation:** It is recommended that the contract be awarded to Hardy·Heck·Moore, Inc. as they have more experience in the nomination of historic districts and provide the best overall value to the City.



# **AGENDA ITEM #5**



**City of Kingsville  
Engineering/Public Works**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Sharam Santillan, Capital Improvements Manager

DATE: Thursday, June 29, 2017

SUBJECT: Ordinance authorizing the placement of stop signs on W. Avenue D at the intersection of N. 4<sup>th</sup> St and W. Avenue D.

---

**Summary:**

This item is for an ordinance authorizing the placement of stop signs at the intersection of W. Avenue D and N. 4<sup>th</sup> St.

**Background:**

On May 8<sup>th</sup>, 2017, The City of Kingsville received a complaint about the safety of the intersection at N. 4<sup>th</sup> St. and W. Avenue D. There is currently one stop sign at the intersection which holds the traffic on 4<sup>th</sup> St. while the traffic on Avenue D flows freely. Due to the conditions and visibility at the intersection, the thru traffic poses a danger to other motorists and pedestrians. Section 2B.07 "Multiway Stop Applications" of the MUTCD (Manual for Uniform Traffic Control Devices) supports the need for a stop sign at this location by meeting the criteria in which *"Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop"*.

**Financial Impact:**

\$200 from General Fund

**Recommendation:**

Staff recommends the authorization of this item to ensure the safety of our citizens.

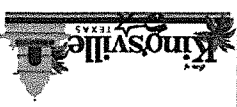


Intersection at W. Avenue D and N. 4<sup>th</sup> Street



PROPOSED STOP SIGN(S)  
AT W. AVENUE D AND N. 4TH ST.

Drawn by: A. JURICA  
Date: 06/23/2017  
Revised by:  
Project #:  
Scale: 1"=30'



CITY OF KINGSVILLE  
ENGINEERING  
DEPARTMENT  
400 W. King Avenue  
Kingsville, Texas 78363  
Office 361.595.8007  
Fax 361.595.8035



NEW STOP SIGNS TO BE  
PLACED 2 FEET FROM  
BACK OF CURB TO EDGE  
OF SIGN



ORDINANCE NO. 2017-\_\_\_\_\_

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 8, TRAFFIC CONTROL DEVICES; PROVIDING FOR THE INSTALLATION OF STOP SIGNS ON WEST AVENUE D AT ITS INTERSECTION WITH NORTH 4<sup>TH</sup> STREET AND ON NORTH 4<sup>TH</sup> STREET AT ITS INTERSECTION WITH WEST AVENUE D; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

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

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

I.

**THAT** Section 7-8-3 of Article 8: Traffic Control Devices of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**§ 7-8-3 TRAFFIC CONTROL AREAS.**

...

(B)

...

AREA B		
Intersection	Direction	Device
1. Ella Ave. at Third St.	Westbound	Install stop sign
2. Nettie Ave. at Second St.	Northbound	Install stop sign
3. Nettie Ave. at Fifth St.	Eastbound - Westbound	Install stop sign

4. Avenue A at Third St.	Eastbound - Westbound	Delete yield sign Install stop sign
5. Avenue B at Second St.	Southbound	Install stop sign
6. Avenue B at Fifth St.	Eastbound - Westbound	Install stop sign
7. Avenue C at Well St.	Southbound	Install stop sign
8. Avenue C at First St.	Northbound - Southbound	Install stop sign
9. Avenue C at Second St.	Northbound - Southbound	Install stop sign
10. Avenue C at Fourth St.	Northbound	Install yield sign
11. Avenue C at Fifth St.	Westbound	Install stop sign
12. Avenue D at Wells St.	Northbound - Southbound	Install stop sign
13. Avenue D at First St.	Northbound - Southbound	Install stop sign
14. Avenue D at Second St.	Northbound - Southbound	Install stop sign
15. Mesquite Ave. at First St.	Northbound - Southbound	Install stop sign
16. Mesquite Ave. at Second St.	Northbound - Southbound	Install stop sign

17. Corral Ave. at Wells St.	Northbound - Southbound	Install stop sign
18. Corral Ave. at First St.	Northbound - Southbound	Install stop sign
19. Corral Ave. at Second St.	Northbound	Install stop sign
20. Avenue F at Wells St.	Northbound - Southbound	Install yield sign
21. Avenue F at First St.	Eastbound	Install stop sign
22. Avenue G at Wells St.	Northbound - Southbound	Install yield sign
23. Avenue G at First St.	Eastbound	Install stop sign
24. Young Dr. at Corral Ave.	Southbound	Install stop sign
25. Railroad Ave. at Avenue D	Northbound - Southbound	Install stop signs
26. West Avenue D at Third St.	Eastbound - Westbound Northbound - Southbound	Install stop signs
27. North Ninth Street at Sixth Street	Northbound	Install stop sign
<u>28. Avenue D at Fourth Street</u>	<u>Eastbound-Westbound</u>  <u>Southbound</u>	<u>Install stop signs</u>

...

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 10th day of July, 2017.

**PASSED AND APPROVED** on this the 24th day of July, 2017.

---

Sam Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney

# **AGENDA ITEM #6**





## Texas Department of Transportation

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

June 29, 2017

Mr. Charlie Cardenas, P.E.  
City of Kingsville City Engineer  
200 E. Kleberg  
Kingsville, TX 78363

Dear Mr. Cardenas,

As you may well know, we have conducted a speed study along US 77 approaching FM 1717. We will be proposing to reduce the existing speed limit. As such we are requesting that the City allow the Texas Department of Transportation to establish the following speed zone through minute order:

- A 60 mph zone from 3,960 feet north of FM 1717 to a point 0.674 miles or 6,558.72 feet south of FM 1717.
- A 65 mph zone from a point 0.674 miles or 6,558.72 feet south of FM 1717 to the southern Kingsville city limits.
- A 65 mph zone from the southern city limits of Kingsville to a point 0.284 miles or 1,499.52 feet south of the southern Kingsville city limits.

I have attached a map for reference. If you find this satisfactory, please respond with an email to let us know that the City approves of TxDOT establishing these speed zones through minute order, including those portions within city limits.

Sincerely,

Kassondra Munoz

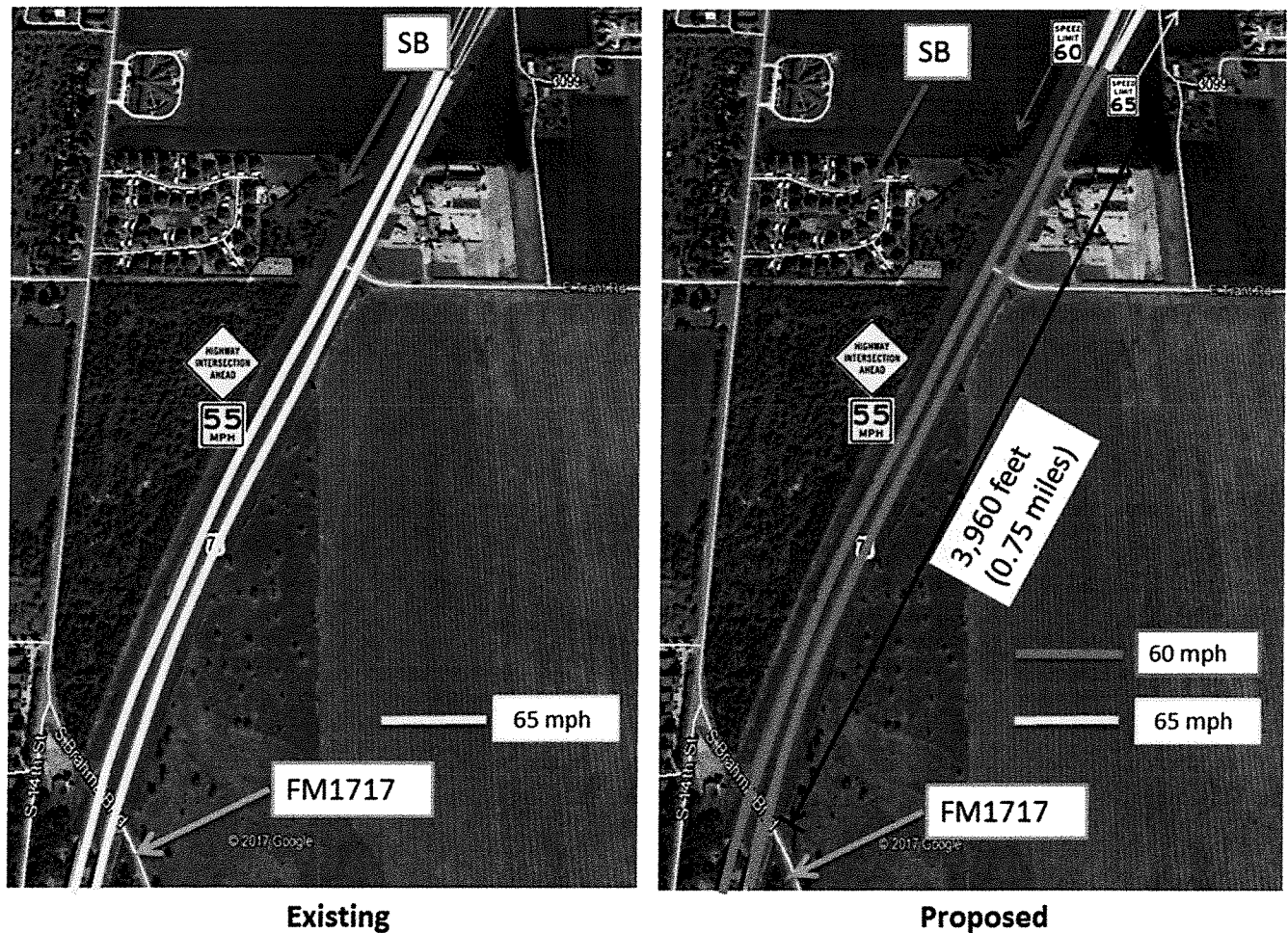
Corpus Christi District Traffic Operations

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer

**Figure 1. Proposed Southbound US 77 approach speed zone and signing changes.**

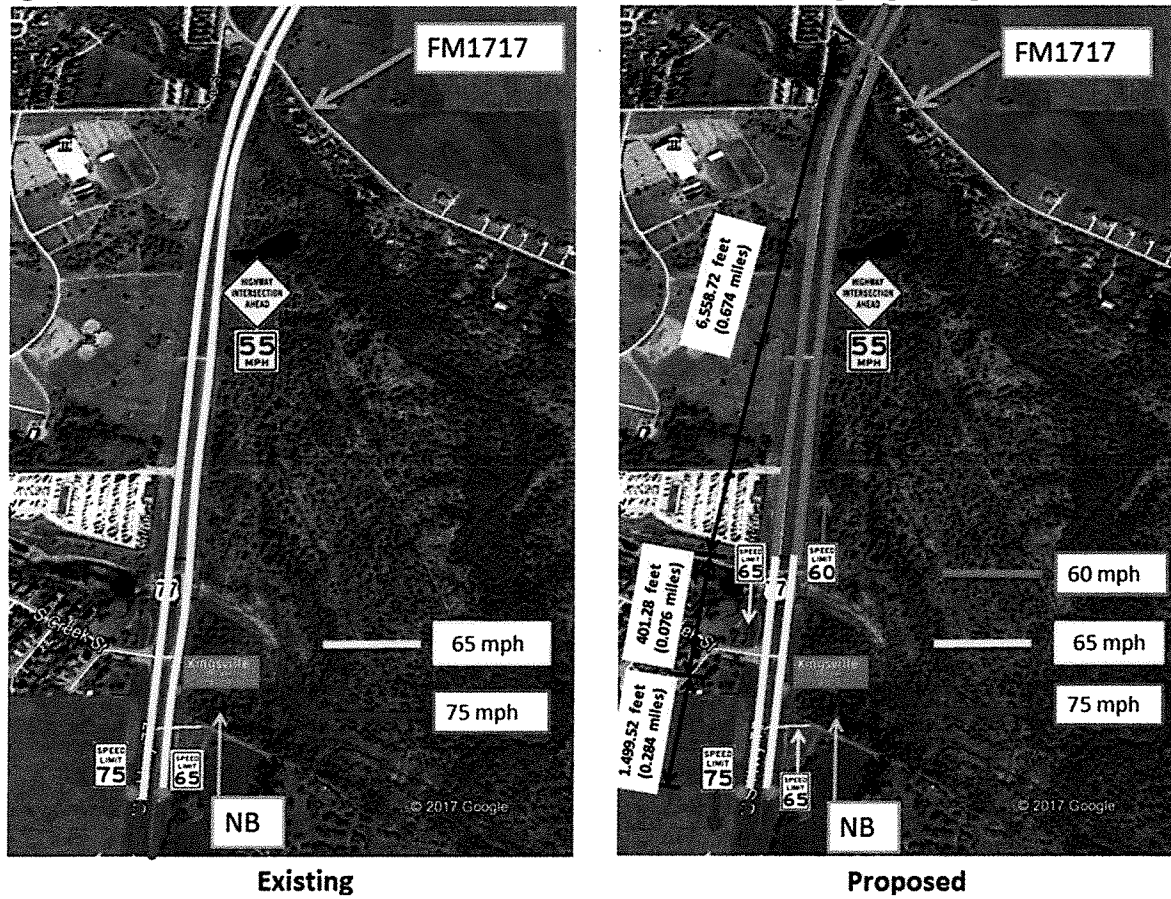


OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

**An Equal Opportunity Employer**

Figure 2. Proposed Northbound US 77 approach speed zone and signing changes.



OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

Enter name of Recipient

4

Date

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer

**RESOLUTION #2017-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE CITY COMMISSION APPROVING REDUCTION TO THE EXISTING SPEED LIMIT ALONG US 77 APPROACHING FM 1717 PROPOSED BY THE TEXAS DEPARTMENT OF TRANSPORTATION FROM 65 TO 60 MILES PER HOUR WITHIN THE CITY LIMIT OF THE CITY OF KINGSVILLE.**

**WHEREAS**, the Texas Department of Transportation ("TXDOT") maintains the US 77 By-Pass that is located on the east side of the City of Kingsville, Texas ("City"); and

**WHEREAS**, the TXDOT has conducted a speed study along US 77 approaching FM 1717 and proposes to reduce the existing speed limit; and

**WHEREAS**, the TXDOT proposes to establish the following speed zones through minute order: (1) a 60 mph zone from 3,960 feet north of FM 1717 to a point 0.674 miles or 6,558.72 feet south of FM1717, (2) a 65 mph zone from a point 0.674 miles or 6,558.72 feet south of FM 1717 to the southern Kingsville city limits, and (3) a 65 mph zone from the southern city limits of Kingsville to a point 0.284 miles or 1,499.52 feet south of the southern Kingsville city limits; and

**WHEREAS**, the City recommends approval of the proposed speed zones; and

**WHEREAS**, the City further requests TXDOT provide and install the appropriate signage changes upon approval of the proposed speed limit changes.

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

1. That the City Commission approves the speed zone changes proposed by the Texas Department of Transportation through minute order as follows: (1) a 60 mph zone from 3,960 feet north of FM 1717 to a point 0.674 miles or 6,558.72 feet south of FM1717, (2) a 65 mph zone from a point 0.674 miles or 6,558.72 feet south of FM 1717 to the southern Kingsville city limits, and (3) a 65 mph zone from the southern city limits of Kingsville to a point 0.284 miles or 1,499.52 feet south of the southern Kingsville city limits.

**PASSED AND APPROVED** by the City Commission of the City of Kingsville this the 10th day of July, 2017.

---

Sam R. Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM**

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

# **AGENDA ITEM #7**

**City of Kingsville  
Parks & Recreation Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Jason Alfaro, Parks & Recreation Director

DATE: June 30, 2017

SUBJECT: Agenda Request – Receipt of \$125 donation from the Woman’s Club of Kingsville  
- Athena Department

---

**Summary:**

The Parks & Recreation Department would like approval from City Commission to receive a \$125 donation from the Woman’s Club of Kingsville – Athena Department. These funds would be used to support our recreational opportunities and programs.

**Background:**

The Woman’s Club of Kingsville – Athena Department, provides financial support for presentations made by community organizations. A presentation of the Parks Master Plan was made to the organization.

**Financial Impact:**

The donation of \$125 will help support recreational opportunities and programs for the citizens of our community.

**Recommendation:**

We recommend that City Commission authorize the receipt of this donation in the amount of \$125 from the Woman’s Club of Kingsville – Athena Department, and amend the budget to record the acceptance of these funds into the parks budget.





# **AGENDA ITEM #8**

**City of Kingsville  
Finance Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Finance Director

DATE: June 30, 2017

SUBJECT: Agenda Request-Receipt of \$200 donation from John Womack & Co.

---

**Summary:**

This budget amendment is to accept and expend a donation of \$200 from John Womack & Co.

**Background:**

\$200 was donated to the City of Kingsville Tourism Department for the events during the July 1<sup>st</sup> weekend.

**Financial Impact:**

This budget amendment will increase the Tourism Donations 002-4-1070-72030 by \$200 and increase Special Events & Festivals 002-5-1071-31441 by \$200.

**Recommendation:**

Staff is recommending the FY 16-17 budget be amended to include the acceptance and appropriation of the \$200 donation.



## **AGENDA ITEM #9**

**City of Kingsville  
Parks & Recreation Department**

---

**TO:** Mayor and City Commissioners  
**CC:** Jesus A. Garza, City Manager  
**FROM:** Jason Alfaro, Parks & Recreation Director  
**DATE:** June 30, 2017  
**SUBJECT:** Agenda Request – Receipt of \$125 donation from the Woman’s Club of Kingsville  
- Athena Department

---

**Summary:**

The Parks & Recreation Department would like approval from City Commission to receive a \$125 donation from the Woman’s Club of Kingsville – Athena Department. These funds would be used to support our recreational opportunities and programs.

**Background:**

The Woman’s Club of Kingsville – Athena Department, provides financial support for presentations made by community organizations. A presentation of the Parks Master Plan was made to the organization.

**Financial Impact:**

The donation of \$125 will help support recreational opportunities and programs for the citizens of our community.

**Recommendation:**

We recommend that City Commission authorize the receipt of this donation in the amount of \$125 from the Woman’s Club of Kingsville – Athena Department, and amend the budget to record the acceptance of these funds into the parks budget.



**City of Kingsville  
Finance Department**

---

**TO:** Mayor and City Commissioners  
**CC:** Jesus A. Garza, City Manager  
**FROM:** Deborah Balli, Finance Director  
**DATE:** June 30, 2017  
**SUBJECT:** Agenda Request-Receipt of \$200 donation from John Womack & Co.

---

**Summary:**

This budget amendment is to accept and expend a donation of \$200 from John Womack & Co.

**Background:**

\$200 was donated to the City of Kingsville Tourism Department for the events during the July 1<sup>st</sup> weekend.

**Financial Impact:**

This budget amendment will increase the Tourism Donations 002-4-1070-72030 by \$200 and increase Special Events & Festivals 002-5-1071-31441 by \$200.

**Recommendation:**

Staff is recommending the FY 16-17 budget be amended to include the acceptance and appropriation of the \$200 donation.



**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO ACCEPT AND EXPEND DONATIONS FOR PARKS & TOURISM DEPARTMENTS.**

**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 2016-2017 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001-General Fund</b>					
<b>Revenue</b>					
4-4503	Parks	Park Donations	58003		\$ 125
<b>Expenses</b>					
5-4503	Parks	Recreational Programs	31499	\$ 125	
				<b>\$ 125</b>	
<b>Fund 002-Tourism Fund</b>					
<b>Revenue</b>					
4-1070	Tourism	Donations	72030		\$ 200
<b>Expenses</b>					
5-1070	Tourism	Special Events & Festivals	31441	\$ 200	
				<b>\$ 200</b>	

[To amend the City of Kingsville FY 16-17 Budget to accept and expend a Parks donation from the Woman's Club of Kingsville-Athena Department as per the attached memo from the Parks Director and a Tourism donation from John Womack & Co as per the attached memo from the Finance Director.]

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 10<sup>th</sup> day of July, 2017.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #10**



**DRAFT**

**WATER SUPPLY CONTRACT**  
**REDLINE DRAFT SHOWING REVISIONS DISCUSSED AT JUNE 12, 2017 MEETING**

THE STATE OF TEXAS     §

COUNTY OF KLEBERG     §

The Parties to this Contract are the South Texas Water Authority, a governmental agency, conservation and reclamation District and body politic and corporate, having been created under Chapter 436 Acts of the 66<sup>th</sup> Legislature, Regular Session, 1979, of the laws of the State of Texas, all pursuant to Article XVI, Section 59 of the Texas Constitution ("Authority") and the City of Kingsville, Kleberg County, Texas (hereinafter called "Wholesale Customer"). The Authority and Wholesale Customer are hereafter referred to in the singular as a "Party," and in the plural as the "Parties." Effective \_\_\_\_\_, 2017, tThey agree as follows.

**RECITALS**

**WHEREAS**, the Authority owns a water transmission line extending from the City of Corpus Christi O.N. Stevens Water Treatment Plant to the Authority's office on Sage Road in Kingsville; and

**WHEREAS**, the Authority has entered into that certain Water Supply Agreement by and between the Authority and the City of Corpus Christi dated October 14, 1980, pursuant to which the Authority purchases water for resale to its customers; and

**WHEREAS**, the Authority is willing to sell, and the Wholesale Customer is willing to buy, water available to the Authority from the City of Corpus Christi; and

**WHEREAS**, the Parties acknowledge that the Contract includes a study to determine the minimum amount of water that can be taken by Wholesale Customer while still maintaining the chloramine residual in the Authority's 42-inch transmission line near Kingsville at the level required by the TCEQ.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, Authority and Wholesale Customer agree as follows:

**SECTION 1. DEFINITIONS**

Terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

(A) "Corpus Christi Water Supply Agreement" means that Water Supply Agreement between the Authority and the City of Corpus Christi dated October 14, 1980 as amended and supplemented from time to time and as modified by the Settlement Agreement and Mutual

Release between the Authority, San Patricio Municipal Water District and the City of Corpus Christi effective as of August 13, 2013.

(B) "Cost of Water" shall mean the actual price per one thousand gallons paid by the Authority to the City of Corpus Christi for water received by the Authority under the Corpus Christi Water Supply Agreement during a Service Month.

(C) "Customers" shall mean the water customers of the Authority.

(D) "Fiscal Year" shall mean the twelve-month period beginning on October 1 and ending September 30, or such other twelve-month period as designated by the Authority.

(E) "Maintenance and Operating Expenses" shall mean all costs of the Authority for operation, maintenance repair and replacement of the System to the point of delivery for each Wholesale Customer, including, but not limited to, accounting, administration, engineering, and legal expenses and a reasonable reserve to pay for any extraordinary or nonrecurring expenses of operation or maintenance of the System and for replacements and repairs if such expenses should become necessary. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply or other services for the System. Maintenance and Operating Expenses shall not include any costs or expenses incurred by the Authority in connection with Special Services.

(F) "Maintenance and Operations Tax" shall mean the ad valorem tax levied by the Authority in accordance with Chapter 49 of the Texas Water Code as authorized by the election of August 11, 2001, at a rate not to exceed \$0.12 per \$100 taxable value

(G) "Service Month" means that period of time from one meter reading to the next in the billing cycle. Each Service Period will be approximately one calendar month, unless the parties agree otherwise.

(H) "Special Services" shall mean services provided by the Authority to a Wholesale Customer or other entity for the operation, maintenance or management of any facilities or operations of such party that are not part of the Authority's System.

(I) "System" shall mean the Authority's existing water supply and transmission system, together with all future extensions, improvements, enlargements and additions thereto, and all replacements thereof.

(J) "System Operating Charge" shall mean the monthly charge, per 1,000 gallons described in Section 8 consisting of the "pass through charge" for the purchase of water from the City of Corpus Christi and the "handling charge" to pay maintenance and Operating Expenses.

(K) "Water Rate" shall mean the rate to be charged for water, set in accordance with Section 8 (A).

(L) "Wholesale Customers" shall mean the Cities of Agua Dulce, Bishop, Driscoll and Kingsville, Nueces County Water Control and Improvement District No. 5, Nueces Water Supply Corporation and Ricardo Water Supply Corporation, and any other future contracting parties that purchase water from the Authority for municipal, industrial or agricultural purposes.

## **SECTION 2. QUANTITY**

(A) The Authority shall make available for purchase by the Wholesale Customer, at the delivery point or points herein specified, water, with the quality described in Section 3 below, at a maximum authorized daily purchase rate which, together with the actual production capacity of the Water Customer's system as such production exists from time to time, is at least 0.6 gallon per minute per connection in the Wholesale Customer's water distribution system, in accordance with the number of such connections as may exist from time to time. The word "connection" as used in this paragraph shall have the same meaning as in Texas Administrative Code Title 30, Part 1, Chapter 290, Subchapter D, Section 290.38(14). The Authority's obligation herein to deliver water to the Wholesale Customer shall be limited by the provisions of the Corpus Christi Water Supply Agreement, as more fully stated in Sections 9 and 11 of this Contract.

(B) The Authority further agrees to use its best efforts to furnish water sufficient for the reasonable demands of the Wholesale Customer, but its obligations to furnish such water shall be limited to the quantity of water available to it and the capacity of the Authority's supply main, having due regard for the equitable interests of the Wholesale Customer, the Authority, and the other Customers and further limited by the provisions of the Corpus Christi Water Supply Agreement.

## **SECTION 3. QUALITY**

The water which will be delivered to the Wholesale Customer by the Authority will be as received from the City of Corpus Christi, as changed by the transportation process. The Authority may add additional disinfection. The Wholesale Customer has satisfied itself that this water will be suited for its needs.

## **SECTION 4. POINTS OF DELIVERY & TITLE CONVEYANCE OF THE FACILITIES**

The point of delivery of the water by the Authority to Wholesale Customer shall be the outlet of the Authority's meter located next to the Authority's office in Kingsville, Texas immediately before it enters the Authority's 5.0 million-gallon ground storage tank, and any such other point of delivery mutually agreed upon by the Wholesale Customer and the Authority. The Wholesale Customer shall provide and maintain an air gap between the Authority's system and the Wholesale Customer's distribution system at the point of delivery.

The Authority is in the process of replacing its 5.0 mg ground storage tank and pumps with a 1.0 mg ground storage tank and three pumps. The Authority will convey those facilities to Wholesale Customer, and Wholesale Customer will accept those facilities. The conveyance shall be completed contemporaneously with the execution of this Contract and shall be by conveyance documents acceptable to the Authority and Wholesale Customer.

## **SECTION 5. MEASURING EQUIPMENT**

(A) The Authority shall furnish, install, operate and maintain at its own expense the necessary metering equipment of standard type for measuring properly the quantity of water delivered under this contract. The cost of the metering equipment shall be a cost that is recovered through the Handling Charge. Such metering equipment shall be located on the Authority's supply main at a location already designated by Authority. Such meter or meters and other equipment so installed shall remain the property of Authority. The calibration, adjustment and reading of the meter equipment shall be done only by the employees or agents of the Authority. However, the Wholesale Customer shall have access to such metering equipment at all reasonable times. For the purpose of this contract, the original record of the reading of the main meter shall be the journal or other record book of the Authority in its office in which the records of the employees or agents of the Authority who take the reading are or may be transcribed. Upon written request of the Wholesale Customer, the Authority will give the Wholesale Customer a copy of such journal or record book, or permit the representative designated by Wholesale Customer's governing body to have access to the same in the office of the Authority during reasonable business hours.

(B) Not more than once in each of the Authority's fiscal years, on a date as near the end of such fiscal calendar year as practical, the Authority shall calibrate its main meter or meters and present to the Wholesale Customer accuracy certification. This calibration shall be performed in the presence of a representative of Wholesale Customer, and the Parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary, and if the check meter hereinafter provided for has been installed, the same shall also be calibrated in the presence of a representative of the Wholesale Customer and the parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary. The Authority shall give the Wholesale Customer notice of the time when any such calibration is to be made. If a representative of the Wholesale Customer is not present at the time set, the Authority may proceed with calibration and adjustments in the absence of any representative of the Wholesale Customer.

(C) If either party at any time observes a variation between a main delivery meter and the check meter, if any such check meter shall be installed, such party will promptly notify the other party, and the meters shall then be adjusted to accuracy. Each party shall give the other party forty-eight (48) hours' notice of the time of any test of meter so that the other party may conveniently have a representative present.

(D) If, upon any test, the percentage of inaccuracy of metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event farther back than a period of six (6) months. If, for any reason, the main meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered, through the period such meter is out of service or out of repair, shall be estimated and agreed upon by the

parties thereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter if the same has been installed and is accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

(E) The Wholesale Customer may, at its option and its own expense, install and operate a check meter to check the meter installed by the Authority, but the measurement of water for the purpose of this contract shall be solely by the Authority's meter, except in the cases hereinabove specifically provided to the contrary. Such check meter shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Authority, but the reading, calibration and adjustment thereof shall be made only by the Wholesale Customer, except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration and adjustment thereof shall be made by the Authority with like effect as if such check meter had been furnished or installed by the Authority.

#### **SECTION 6. MEASUREMENT**

The volume of water that is billed to the Wholesale Customer shall be the amount of water delivered to the Wholesale Customer at the Points of Delivery described in Section 4. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

#### **SECTION 7. DELIVERY PRESSURE**

The water shall be delivered by the Authority at the point of delivery at the Wholesale Customer's distribution system at "0" pressure.

#### **SECTION 8. PRICES AND TERMS**

(A) System Operating Charge. The System Operating Charge shall be billed monthly as a price per 1,000 gallons of water purchased by the Wholesale Customer. The System Operating Charge shall consist of the sum of (1) a "pass through charge" to recover the cost of water purchased pursuant to the Corpus Christi Water Supply Agreement at a rate equal to the cost of water, per 1,000 gallons, from the City of Corpus Christi, and (2) a "handling charge" which shall be a rate equal to the estimated annual Maintenance and Operating Expenses per 1,000 gallons, less the amount of Maintenance and Operations Tax revenues budgeted for payment of Maintenance and Operating Expenses. Maintenance and Operating Expenses shall not include any management fees or similar expenses relating to Special Services. All rates charged for Maintenance and Operating Expenses shall be set to recover the cost of service, based on generally accepted rate making principles, including those set forth in the American Water Works Association ("AWWA") Manual M1 on water rates. The amount of the Maintenance and Operations Tax shall be determined by the board of directors of the Authority in its sole discretion.

Wholesale Customer shall be responsible for the cost of operation, maintenance, repair and replacement of the facilities located after the point of delivery.

Each year after the Authority receives its audit, the Authority will conduct a "true-up" for the year to which the audit applies; i.e., the prior year, using audited costs to determine if there was any over-recovery or under-recovery of costs during that year. Any over-recovery or under-recovery of costs will be carried over as a credit or debit, as appropriate, to the costs included in the next year's budget that are considered to determine the price for the following year. (There will be a one-year delay in each "true-up.") Notwithstanding any provision in this Contract to the contrary, no "true-up" shall result in the Wholesale Customer's paying for costs related to facilities that are not utilized by the Authority to provide service to the Wholesale Customer.

(B) Billing and Payment - The Authority shall bill the Wholesale Customer monthly for the amounts due the Authority hereunder for water delivered to the Wholesale Customer during the preceding Service Month, which bill shall disclose the nature of the amounts due. Each bill shall show the amount of water delivered to the Wholesale Customer during the Service Month, and the total amount of water delivered to the Wholesale Customer during the Contract Year to-date. The monthly bill will be delivered to the Wholesale Customer as soon as practicable after the Authority receives a statement from the City of Corpus Christi showing the Cost of Water for that period. All such bills shall be payable by the Wholesale Customer on or before the thirtieth day from the date on which they are received by the Director of Finance at the Wholesale Customer's Office. Any mistakes by the Authority in calculations or figures shall not alleviate the Wholesale Customer's obligation to pay the bill in full. Any mistakes in any calculations or figures shall be corrected promptly upon discovery and the corrected bill will be furnished to the Wholesale Customer. An adjustment in the amount paid as a result of such mistake in calculation or figure will be added or deducted from the following month's bill, as appropriate, with an explanation of the mistakes. The corrected bill shall be payable within 30 days after receipt. If the Wholesale Customer disputes a bill, it shall nevertheless pay the bill, in full, pending any refund, as may be determined as a result of appeal of the disputed portion of the bill. If the dispute is not resolved by agreement, or by appropriate administrative agency or court decision, it shall be resolved by the dispute resolution procedures provided in Section 16.

(C) Late Payment - In the event the Wholesale Customer shall fail to make any payment required to be made to the Authority under this Contract, within the time specified herein, interest on the amount due shall accrue from the time payment is due at the rate of fifteen percent (15%) per annum, or the maximum rate allowed by law, whichever is less, from the date such payment becomes due until paid in full. In the event any such payment is not made within sixty days from date such payment becomes due, the Authority may, at its option, discontinue the delivery of water to the Wholesale Customer until the amount then due the Authority is paid in full with interest as above specified.

(D) Authority's Budget - The Authority's fiscal year shall be from October 1 through September 30 of each year, or such other period as the Authority, after sixty (60) days written notice to the Wholesale Customer, shall adopt. Not later than the forty-fifth (45<sup>th</sup>) day before the beginning of the Authority's next fiscal year, commencing with the Authority's fiscal year in

which this Contract becomes effective, the Authority shall provide the Wholesale Customer with a copy of the Authority's proposed budget for the following fiscal year, showing the budgeted total annual rate, and the components thereof, to be paid by the Wholesale Customer to the Authority for the fiscal year of the Authority to which the budget applies for sale and purchase of water under this Contract. The Wholesale Customer shall have thirty (30) days to review and provide written comments on the proposed budget. The Authority shall adopt its fiscal year budget as soon as practicable following the expiration of such thirty (30) day period and shall deliver to the Wholesale Customer a copy of each fiscal year budget within five (5) days after the adoption thereof.

## **SECTION 9. SPECIAL CONDITIONS**

(A) The Authority agrees that it will not sell water to any customer now being served by the Wholesale Customer or reasonably capable of being served by the Wholesale Customer's waterworks distribution system, except with the express written consent of the Wholesale Customer.

(B) The Authority shall, subject to Section 11 and the other provisions of this Contract, hold itself ready, willing, and able to supply water to the Wholesale Customer to the extent it is capable.

(C) Each of the parties hereto (the indemnifying party) shall be responsible for and agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by anyone on account of the transportation, storage, treatment, delivery, or disposal of said water while title remains in the indemnifying party.

(D) The Authority shall never have the right to demand payment by the Wholesale Customer of any obligation assumed or imposed on the Wholesale Customer under and by virtue of this Contract from funds raised or to be raised by taxation. The Wholesale Customer's obligation under this Contract shall never be construed to be a debt of the Wholesale Customer of such kind as to require it under the laws of this State to levy and collect a tax to discharge such obligation, it being expressly understood by the parties hereto that all payments due by the Wholesale Customer hereunder are to be made from the revenues received by the Wholesale Customer from its waterworks system.

(E) The Wholesale Customer represents and covenants that the water supply to be obtained pursuant to this Contract is essential and necessary to the operation of its waterworks system, and that all payments to be made hereunder by it will constitute reasonable and necessary "operating expenses" of the Wholesale Customer's waterworks system as defined in Chapter 1502 of the Government Code, as amended; and that all such payments will constitute reasonable and necessary "operating expenses" of the Wholesale Customer's waterworks system under any and all revenue bond issues of the Wholesale Customer, with the effect that the Wholesale Customer's obligation to make payments from its waterworks revenues under this Contract shall have priority over its obligations to make payments of the principal of and interest on any and all of its revenue bonds.

(F) The Wholesale Customer agrees to fix and collect such rates and charges for water and services to be supplied by its waterworks system as will make possible the prompt payment of all expenses of operating and maintaining its waterworks system, including all payment contracted hereunder, and the prompt payment of the principal of and interest on its obligations payable from the revenues of its waterworks system.

(G) During any period of time when, in the judgment of the Authority, there is a critical shortage of water in the sources of supply available to the Authority, which makes it impractical or inadvisable for the Authority to deliver to the Wholesale Customer and the other Customers the full amounts of water required to be delivered under the water supply contracts with the Customers, the water deemed available by the Authority from its sources of supply shall be rationed to the Wholesale Customer and other Customers during each month of such period of time in accordance with the "Drought Contingency Plan for the South Texas Water Authority" adopted on May 28, 2013 which shall be amended from time to time in compliance with applicable State and Federal Requirements. Such rationing shall also be subject to the requirements of paragraph (J) below.

(H) The Wholesale Customer is participating in the Federal Flood Insurance Program and will continue to do so during the term of this Contract.

(I) The Wholesale Customer, in accordance with Water Code 11.1272, does hereby agree to implement a water conservation plan that provides for the utilization of those practices, techniques, and technologies that reduce or maintain the consumption of water, prevent or reduce the loss of and reuse of water, or prevent the pollution of water, so that a water supply is made available for future or alternative uses and the Wholesale Customer will develop a conservation plan and it shall be filed with the Authority.

(J) The Wholesale Customer acknowledges that it is required by Sec. 11.1272, Water Code, to develop a drought contingency plan consistent with the appropriate approved regional water plan. Wholesale Customer also acknowledges that the Corpus Christi Water Supply Agreement requires that, if the City of Corpus Christi implements any measures under its Water Conservation and Drought Contingency Plan, the Authority shall within thirty (30) days of notice of the implementation of any restrictions, surcharges or rationing by the City of Corpus Christi, impose similar restrictions, surcharges or rationing measures on its Wholesale Customers. Any contract for the resale of water furnished by the Authority shall contain a similar condition. Wholesale Customer understands and agrees that all Wholesale Customers shall be subject to and bound by the same provisions regarding priorities of user of water and that, therefore, should there be a shortage in the basic supply of water, from the City of Corpus Christi or otherwise, which requires the restriction or curtailing of any Wholesale Customer of water (a/k/a rationing of water), the Authority will limit and restrict all of its Wholesale Customers, to the same extent and on a pro rata basis, and will require all of its Wholesale Customers to treat all of their customers equally. Upon receipt of the notice described above, Wholesale Customer must treat all of its customers equally, however, Wholesale Customer is not required to restrict the use by its customers.



(K) The Authority shall provide to the Wholesale Customer a copy of the Authority's annual audit report within 30 days of its acceptance by the Authority's Board of Directors.

(L) The Authority shall provide the Wholesale Customer with a copy (by electronic copy, if practicable) of each agenda and agenda packet for every Authority Board meeting within 36 hours after posting for such meeting and immediately upon posting of an emergency meeting.

#### **SECTION 10. FORCE MAJEURE**

In case by reason of force majeure either party hereto shall be rendered unable wholly or partially to carry out its obligations under this Contract, other than the obligation of Wholesale Customer to make the payments required under the terms hereof, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines or canals, partial or entire failure of water supply, or inability on the part of the Authority to deliver water hereunder on account of any other causes not reasonably within the control of the Authority. It is understood and agreed that the settlement of strikes and lockouts may be difficult, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

#### **SECTION 11. LIMITATIONS ON AUTHORITY'S OBLIGATION**

This contract is in all things subject to the Corpus Christi Water Supply Agreement. By the execution of this contract the Wholesale Customer acknowledges that it has received and reviewed a true copy of said contract. The Wholesale Customer agrees that it will take no action which would cause a violation of the Corpus Christi Water Supply Agreement and it will comply with such agreement including the following stipulation with regard to the rationing of water:

"All water sales agreements between Authority and its customers shall stipulate that should there be a shortage in the basic supply of water which requires the restriction or curtailing of any customer of water within the City limits of City that coincident with such restriction or limitation within City, Authority will limit and restrict all of its customers, both direct and indirect through resale, to the same extent. Such rationing by City shall be applied uniformly to all water customers of City."

## **SECTION 12. TERM OF CONTRACT**

The initial term of tThis Contract shall be for five (5) years (“Initial Term”) and will be automatically renewed for three (3) sequential terms of five (5) years each, unless one Party gives the other Party written notice of termination at least 365 days and not more than 545 days prior to the end of the Initial Term or any subsequent term. in full force and effect for a period of twenty (20) years following the date it is signed by both Parties.

## **SECTION 13. MODIFICATION**

Consent of The Parties - This Contract may be changed or modified only with the consent of the governing bodies of both the Authority and the Wholesale Customer.

## **SECTION 14. NOTICES**

Any notices or communications to a party provided for herein shall be in writing and shall be delivered to the party by personal delivery, by facsimile, or by sending said notices by registered or certified mail, return receipt requested, to the address stated below. A notice is effective and shall be deemed given when received by facsimile or by personal delivery, or signed for with the United States Postal Service.

Any such notice mailed to the Authority shall be addressed:

South Texas Water Authority  
P.O. Box 1701  
Kingsville, Texas 78364-1701  
Attn: Executive Director  
Fax: (361) 592-5965

Any such notice mailed to the Wholesale Customer shall be addressed:

City of Kingsville  
P.O. Box 1458  
Kingsville, Texas 78364-1701  
Attn: City Manager  
Fax: (361) 595-8024

Either party may change the address or facsimile number for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

## **SECTION 15. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Contract will be construed to confer any right, privilege or benefit on any customer, taxpayer, or a citizen of the City of Kingsville or the Authority, or on any other person or entity not a Party hereto, or otherwise create any third-party beneficiary relationship. Nothing

in this Contract will be construed as creating any form of partnership or joint venture relationship between the Parties, nor shall either Party be authorized to act as an agent for the other Party.

## **SECTION 16. DISPUTE RESOLUTION PROCEDURES**

If a dispute arises between the parties relating to this Contract or to the performance of the parties hereto, the aggrieved party may have the dispute referred to non-binding mediation. If the non-binding mediation is not successful within sixty (60) days of the referral to it, either party may appeal the rate to the Public Utility Commission ("PUC"). If the PUC for any reason refuses to hear the appeal for want of jurisdiction, or otherwise, the dispute may be resolved by the District Court of Kleberg County, Texas.

## **SECTION 17. REMEDIES UPON DEFAULT**

(A) Remedies. The parties agree that the Authority's undertaking to provide water is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone. Accordingly, the Authority agrees, in the event of any default on its part, that the Wholesale Customer shall be entitled to specific performance in addition to any other available legal or equitable remedies.

(B) Remedies Cumulative/Not Exclusive. The remedies provided for herein are not exclusive remedies. All other remedies at law or in equity may be availed of by either party and shall be cumulative except to the extent otherwise specifically provided, or limited, under this Agreement.

(C) CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOST PROFITS WHETHER ARISING IN AGREEMENT, TORT, STRICT LIABILITY OR OTHERWISE.

## **SECTION 18. GUARANTEED PURCHASE**

(A) The Wholesale Customer during the first year of the Initial Term of this Contract shall initially purchase a minimum volume of water, being the volume of water that can be purchased for \$360,000400,000 annually. The Wholesale Customer during the second year of the Initial Term of this Contract shall purchase a minimum volume of water, being the volume of water that can be purchased for \$370,000 annually. The Wholesale Customer during the third year of the Initial Term of this Contract shall purchase a minimum volume of water, being the volume of water that can be purchased for \$380,000 annually. The Wholesale Customer during the fourth year of the Initial Term of this Contract shall purchase a minimum volume of water, being the volume of water that can be purchased for \$390,000 annually. The Wholesale Customer during the fifth year of the Initial Term of this Contract shall purchase a minimum volume of water, being the volume of water that can be purchased for \$400,000 annually. To assist the Authority in maintaining the chloramine residual in the Authority's 42-inch

transmission line near Kingsville, at the level required by the TCEQ, Wholesale Customer agrees to take water on the Daily Usage Schedule attached hereto as Exhibit "A." After the Initial Term of this Contract, the minimum volume of water that shall be purchased annually by the Wholesale Customer shall ~~This Daily Usage Schedule shall be increased at the beginning of each of the Authority's fiscal years by a percentage equal to the percentage increase in the Cost of Water during the preceding fiscal year, not to exceed a maximum increase of five percent (5%) per fiscal year.~~

(B) The Authority and the Wholesale Customer shall cooperate to adjust the Daily Usage Schedule to determine what best works to retain the chloramine residual at the level required by the TCEQ regulations. When that minimum Daily Usage Schedule has been determined, Wholesale Customer shall ~~purchase the amount of water as~~ purchase the amount of water as required by the Daily Usage Schedule. Revisions to the Daily Usage Schedule shall not increase the minimum volume of water to be purchased by the Wholesale Customer, except as to conform to the amounts set forth in Section 18 (A) above.

(C) This section is subject to other provisions of this Contract which may affect the amount of water available or distributed, such as the provisions dealing with the Corpus Christi Water Supply Agreement, force majeure, drought contingency plans, water rationing, and water conservation.

## **SECTION 19. CAPTIONS**

Captions to sections of this Contract are for convenience and shall not be considered in the interpretation of the provision.

## **SECTION 20. GENERAL PROVISIONS**

(A) Covenant of Good Faith and Fair Dealings. The Authority and the Wholesale Customer agree to cooperate and to deal with one another fairly and in good faith at all times to effectuate the purposes and intent of this Contract. They also agree to execute and deliver such further legal documents or instruments and to perform such further acts as are reasonably necessary to effectuate the purposes and intent of this Contract.

(B) Waiver. The failure on the part of either party to require performance by the other of any portion of this Contract shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision. Any waiver by either party or any provision of the Agreement shall not be a waiver of any other provision hereof.

(C) Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

(D) Tax Exempt Bonds. The Wholesale Customer understands that the Authority has issued or will issue bonds the interest on which is excludable from the gross income of the owners thereof for federal income tax purposes ("Tax-Exempt Bonds") for improvements to the System and that the federal income tax laws impose certain restrictions on the use of proceeds of

any such Tax-Exempt Bonds and on the use of the facilities and property financed by the Tax-Exempt Bonds and the output produced from such facilities and property. Accordingly, the Wholesale Customer will not enter into a water supply contract or other agreement with a customer of such Wholesale Customer which contains take-or-pay, contract minimums, output requirements, special rates and charges or similar provisions, unless it has notified the Authority in writing of the Wholesale Customer's intent to enter into such contract at least 60 days prior to the execution of such contract or agreement. The parties may rely on the opinion of nationally-recognized bond counsel to ensure compliance with this Section. This Section shall no longer apply to any Wholesale Customer if any of the outstanding bonds of the Authority allocable to the portion of the System used by the Wholesale Customer are not Tax-Exempt Bonds.

(E) Time. Time is of the essence. Unless otherwise specified, all references to "days" means calendar days. If the date for performance of any obligation falls on a Saturday, Sunday, or other day on which either Party's offices are not open for business, the date for performance will be the next following regular business day.

(F) Authority. Each of the persons signing on behalf of the Wholesale Customer and the Authority hereby confirm that they have the authority to execute this Contract on behalf of the party indicated by their signature and have the authority to bind such party hereto.

(G) Entire Contract. This Contract contains all agreements between the parties hereto and any agreement not contained herein shall not be recognized by the parties. Words of gender shall be construed to include any other gender, and words in the singular shall include the plural and vice versa unless the context requires otherwise.

(H) Counterparts. This Contract may be executed by the parties in any number of counterparts, each of which when so executed and delivered shall be deemed an original instrument, but all such counterparts together shall constitute but one and the same instrument.

(I) Approvals. Whenever the term "approve" or "approval" is used in this Contract, the party whose approval is required will not unreasonably withhold or delay it. Where approval is necessary, the party seeking approval may request approval in writing. If the party whose approval is requested fails to either approve the submittal or provide written comments specifically identifying the required changes within 21 working days, the submittal, as submitted by the requesting party, will be deemed to have been approved by the party whose approval is requested.

(J) Attorney's Fees. In the event either party shall become a party to any litigation against the other to enforce or protect any rights or interest under this Contract and shall prevail, the losing party shall reimburse the prevailing party for all investigative and court costs and attorney's fees incurred in such litigation.

(K) Governing Law. This Contract shall be governed by the laws of the State of Texas and venue shall lie in the District Court of Kleberg County, Texas.

(L) Binding Effect. The Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute a duplicate original, ~~all as of the day and year first written above.~~

*[Signatures to follow.]*

SOUTH TEXAS WATER AUTHORITY

By \_\_\_\_\_  
President, Board of Directors

**ATTEST:**

Certificate of Secretary

**The foregoing Contract was approved by the Board of Directors of the South Texas Water Authority, and the President was authorized to execute it on behalf of the Authority, at a duly called and posted public meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

\_\_\_\_\_  
Secretary, Board of Directors

(AUTHORITY'S SEAL)

CITY OF KINGSVILLE, TEXAS

By \_\_\_\_\_  
Mayor  
Sam R. Fugate

**ATTEST:**

Certificate of Secretary

**The foregoing Contract was presented to and approved by the City Commission of the City of Kingsville, and the Mayor was authorized to execute it on behalf of the City, at a duly called and posted public meeting, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

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

(CITY SEAL)

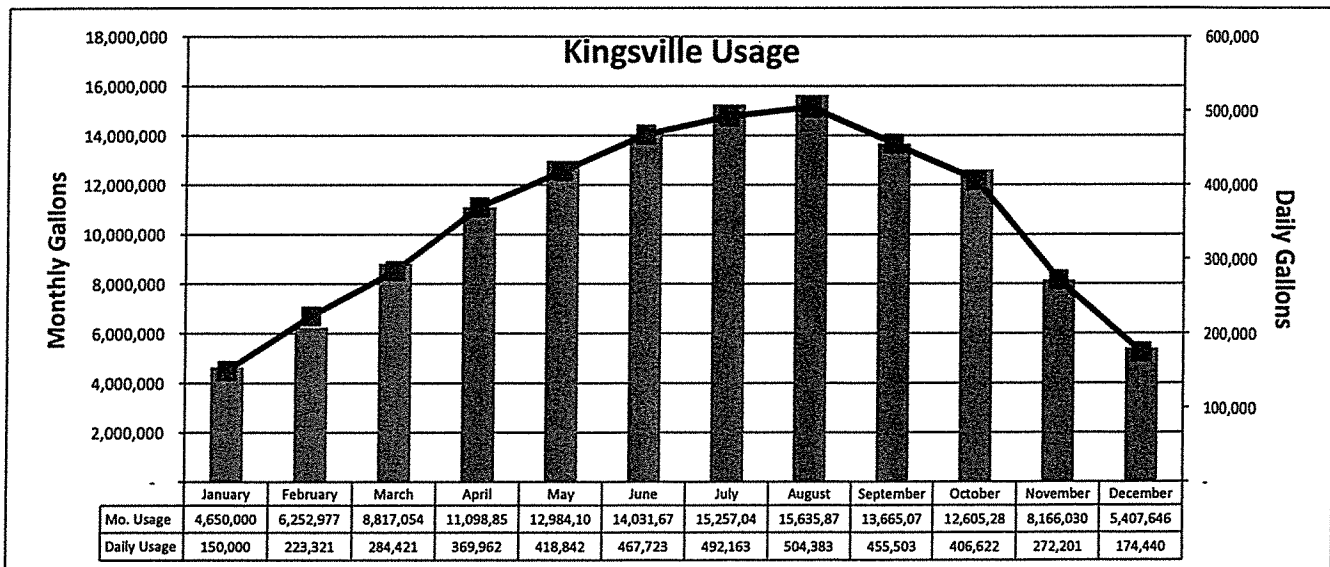


# Kingsville High and Low Averages by Month for Years 2011 through 2016 <sup>1</sup>

Month	Mo. Usage	Daily Usage	Days
January	4,650,000	150,000	31
February	6,252,977	223,321	28
March	8,817,054	284,421	31
April	11,098,854	369,962	30
May	12,984,108	418,842	31
June	14,031,678	467,723	30
July	15,257,047	492,163	31
August	15,635,870	504,383	31
September	13,665,075	455,503	30
October	12,605,285	406,622	31
November	8,166,030	272,201	30
December	5,407,646	174,440	<u>31</u>
	128,571,624		365

<sup>1</sup> US Department of Commerce, NOAA, National Environmental Satellite, Data and Information Service

Month	High	Difference		
August	97		504,383	Incremental
July	96	1	492,163	Changes per
June	94	2	467,723	High Temp
September	93	1	455,503	Degree:
October	90	3	418,842	12,220
May	89	1	406,622	gallons
April	86	3	369,962	
March	79	7	284,421	5-year Avg
November	78	1	272,201	169,928,311
February	74	4	223,321	
December	70	4	174,440	Cost @ 2.80
January	68	2	150,000	\$ 360,000.55



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