City of Kingsville, Texas

AGENDA CITY COMMISSION

MONDAY, JANUARY 14, 2019 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)

Special Meeting - December 18, 2018

Jesús A. Garza

APPROVED_BY

City Manager

- II. Public Hearing (Required by Law).1
 - 1. Public Hearing on ordinance amending the zoning ordinance by granting a special use permit for 1900 Shelly Blvd. (Lot 1, Block 1, Carriage Park) to use entire home for a daycare facility only. (Director of Planning & Development Services).
 - 2. Public Hearing on preliminary and final plats for Section 20, Lot 5 of Kleberg Town and Improvement Company Subdivision also known as Escondido Ranch No. 3 in the City's extra-territorial jurisdiction. (Director of Planning & Development Services).

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to, the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance — Financial & 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; Landfill Update, 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, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater

Treatment Plant, Water And Wastewater Rate Study Presentation, Golf Course Update. No formal action can be taken on these items at this time."

IV. Public Comment on Agenda Items.³

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

V. <u>Consent Agenda</u>

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.

<u>CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:</u>

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

- 1. Motion to approve final passage of an ordinance amending the Fiscal Year 2018-2019 budget to provide additional funds for the purchase of a new ambulance. (Fire Chief).
- 2. Motion to approve a resolution of the City of Kingsville authorizing the release of Chapter 59 Funds of the Kingsville Police Department for donation to Communities in Schools for drug abuse prevention programs. (Police Chief).
- 3. Motion to approve a resolution authorizing the Chief of Police to enter into a Cooperative Working Agreement with Crime Victim Services, a Division of Family Counseling Services. (Police Chief).
- 4. Motion to accept donations from Kleberg County Sheriff's Department and Castaneda Clinic for Parks Department's Healthy Partners Recreational Programs. (Director of Parks & Recreation).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.4

- Consider introduction of an ordinance amending the zoning ordinance by granting a special use permit for 1900 Shelly Blvd. (Lot 1, Block 1, Carriage Park) to use entire home for a daycare facility only. (Director of Planning & Development Services).
- 6. Consider approval of preliminary plat for Section 20, Lot 5 of Kleberg Town and Improvement Company Subdivision also known as Escondido Ranch No. 3 in the City's extra-territorial jurisdiction, as per P&Z recommendation. (Director of Planning & Development Services).
- 7. Consider approval of final plat for Section 20, Lot 5 of Kleberg Town and Improvement Company Subdivision also known as Escondido Ranch No. 3 in the City's extraterritorial jurisdiction, as per P&Z recommendation. (Director of Planning & Development Services).

- 8. Consider a resolution authorizing the City Manager to enter into a contract for professional services between City of Kingsville and LNV, Inc. for Engineering Services for sewer systems improvements project (Manhole Rehabilitation Project) TxCDBG #721869. (City Engineer).
- 9. Consider a resolution by the City Commission of the City of Kingsville, Texas providing for a Sports and Community Venue Project pursuant to Chapter 334, as amended, Texas Local Government Code. (City Manager).
- Consider out-of-state travel for Commission and staff to attend the National League of Cities Congressional City Conference from March 9-14, 2019 in Washington, DC. (City Manager).
- 11. Consider authorization to purchase a new ambulance for the Fire Department via HGAC, as per staff recommendation. (Fire Chief).
- 12. Consider introduction of an ordinance amending the Fiscal Year 2018-2019 budget to accept and expend Park donations from the Kleberg County Sheriff's Department and South Texas Crimes and Narcotics Task Force and Castaneda Clinic for Family Partners Recreational Programs. (Director of Parks & Recreation).
- 13. Consider a resolution authorizing the purchase of land for environmental abatement and future redevelopment of the site of Old County Hospital located at 400 E. Caesar Avenue, Kingsville, Texas for possible Brownfield Grant Program. (Director of Planning & Development Services).
- 14. Discuss status of condemnations and seek direction on substandard homes policy. (City Manager).

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.
- 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 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:

<u>January 11, 2019</u> at <u>11:30 A.M.</u> and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

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

Oity of Taligavine, 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)

DECEMBER 18, 2018

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, DECEMBER 18, 2018 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor Edna Lopez, Commissioner Dianne Leubert, Commissioner Hector Hinojosa, Commissioner Arturo Pecos, Commissioner

CITY STAFF PRESENT:

Jesus Garza, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Bill Donnell, Public Works Director
Rudy Mora, City Engineer
Derek Williams, IT
Susan Ivy, Parks Manager
Emilio Garcia, Health Director
Adrian Garcia, Fire Chief
Deborah Balli, Finance Director
Janine Reyes, Tourism Director
Manny Salazar, Economic Development
Charlie Sosa, Purchasing Manger

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 P.M. with all five Commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting - December 10, 2018

Motion made by Commissioner Leubert to approve the minutes of December 10, 2018 as presented, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Hinojosa, Leubert, Fugate voting "FOR". Pecos 'ABSTAINED".

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

1. None.

III. Reports from Commission & Staff.²

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

Proposed Development Report; Accounting & Finance – Financial & 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; Landfill Update, 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, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, Golf Course Update. No formal action can be taken on these items at this time."

Mr. Israel Vasquez, Interim Golf Course Manager gave an update on the Golf Course. Staff is working on the Fairways, disking and tilling dirt. They are removing clay and replacing it with top soil. Planting season for Hulled Bermuda Seed is within January and March. Pictures of the Golf Course was displayed for the Commission to see.

Mayor Fugate commented that the Golf Course improves weekly. He further thanked Mr. Vasquez and staff for their hard work. Fugate asked how the play was. Mr. Vasquez responded that play has been slow. Some is due to weather and the upcoming holidays, although there has been some Winter Texans coming in to play.

Mrs. Courtney Alvarez, City Attorney reported that the next regular City Commission is scheduled for January 14, 2019. Deadline for staff to submit their agenda items for this meeting is January 4, 2019. She further reported that City Holidays are December 24th and December 25th as well as December 31st and January 1st.

IV. Public Comment on Agenda Items.³

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

V. <u>Consent Agenda</u> Notice to the Public

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

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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2018-2019 budget for the Park's recreation programs and pool. (Parks Manager).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.4

2. <u>Presentation and discussion on a venue tax, uses, and adoption process.</u> (City Manager).

Mr. Garza stated that the City went through a master planning effort for the JK Northway about a year and half ago. In order for this facility to be more competitive with some others and bring in additional revenue, improvements need to be made to the facility. After meeting with the stakeholders, it was determined that the facility needs a lot of work. The Fairgrounds was looked at as whole and some of the priority items were more RV Hookups, since other fairgrounds make their money through RV hookups rentals. On the facilities end, it ranges from restrooms, bleacher replacement, and some improvements to make it a multi-use facility which will increase the rental days that it currently has. Garza stated that the question came about as to how all these improvements were to be paid. One option was tack on the 2% to hotels stays, which there is capacity for. Currently, hotels in Kingsville charge 13% hotel occupancy tax of which 7% comes to the city and 6% goes to the State. Garza commented that in our region, the average is 15%. This made it a little easier to approach the hoteliers and suggested to them that we would like to do the venue tax which would increase the hotel occupancy tax by 2%, to which they were supportive of it. This will give the city the avenue to bring in revenue that doesn't impact the city's general fund or any of the other priorities that the city may have such as streets, parks, and other infrastructure needs. Garza commented that what is important is the timeline and how much capacity can the city get from this. If an increase of 2% is done, the question would be how much money would that generate? And how much money can that afford the City to leverage into debt.

Commissioner Hinojosa asked who owns the building, JK Northway, City or County?

Mr. Garza responded that the County owns the facility. Through a long term agreement between the City and the County, which was approved in 2013 by both City and County, City has full control of the facility and the site, meaning management. If the County decided to do any additional work on the facility, it would require for the County to get permission from the City; this also applies to the Parks as well, as that agreement was not only for the facility, but also for the Parks.

Mrs. Alvarez stated that the initial term was 20 years with an automatic 20 year renewal, unless the city chooses otherwise. The agreement was initiated in 2014.

Dan Martinez, Bond Counsel, Winstead P.C. stated that the process is to pass a venue tax. Government Code 334, permits the use of certain revenue streams to finance venues. Venues under the statute have a wide array of definitions, but the project the Commission is discussing falls within the definition of "Venues". This also includes related infrastructure which includes other amenities and some public improvements that are needed to create that facility. Martinez further stated that his firm works closely with Estrada Hinojosa Investments Bankers. Martinez stated that once the election is passed and the city starts receiving revenues, once a particular project is authorized and if the money is still coming in, there is still a will to try and do other types of economic development projects that are within the definition, but it would need to go back to the voters to approve the additional projects. He further commented that this is considered a visitors finance project in a sense that it is financed through various taxes that are levied pursuant to an election. With this tax venue election, it would allow the increase of 2% tacked to the hoteliers statement. If the election is a successful election. the 2% increase will go to a venue project fund. There is also the option of applying this tax to short-term rentals (cars) as well as adding an admission tax as well. Martinez

stated that the key is that because it is being levied to hotels, the individuals paying the extra tax would be those from out-of-town that would be staying at the local hotels. What typically needs to happen is that the city would need to develop, with its financial advisor, develop a plan showing what is going to be needed. It would require the adoption of a resolution authorizing the venue tax, and by statue, it is required to submit the resolution to the State Comptroller in order to determine a stated impact analysis. The State Comptroller has fifteen days to respond back, from the date the resolution is received. The next step is to draft an election ordinance that will describe the project including the tax that is going to be levied as well as the amount that is going to be levied; then the election will would be conducted. Martinez spoke about the laws governing City elections and the role of the city during a bond election; what can be said and what cannot be said by election officials or city employees. Statutory restrictions that city employees and commissioners should be made aware of; an officer or employee of a political subdivision may not spend or authorize the spending of public funds for political advertising; an officer or employee may not knowingly use or authorize the use of an internal mail system for distribution of political advertising. unless the political advertising is sent through the U.S. Postal Service. An officer or employee of a political subdivision may not ask for support or rejection of a bond election. An employee or a Commissioner may speak about the measure but must only state the facts of the measure. The City is to provide factual information. It is permissible to use City resources to produce explanatory material about what is at stake in a measure election.

Mr. Garza commented that due to the limitations that exist on how to verbalize the information for the election, is where the city's relationship with the stakeholders come into play. Such as when the school district had their bond election, the Chamber of Commerce and the EDC took the lead on spreading the word by asking for people to support the project, as similar to the city, the school district couldn't ask for support of the project.

Commissioner Hinojosa asked if the city was receiving the short-term motor vehicle and the event admission tax and with this election, it would allow the city to do that?

Mr. Garza responded that staff is not recommending pursuing those two. He further stated that reason is that for the event admission tax, the city does not have the ticketing system that is required and two and as for the short-term motor vehicle, the volume of car rental in this community is not a very high volume, as you would see in other larger cities.

Don Gonzales, Financial Advisor from Estrada Hinojosa Investment Bankers made a presentation on Hotel Occupancy Tax Analysis. Gonzales stated that historically, the City of Kingsville levy's a 7% Hotel Occupancy Tax. The State levy's an additional 6% HOT tax. In 2015, the 13% represents Local Share (7%) \$563,505; State Share (6%) \$483,004; Estimated (2%) \$161,001. In 2016, Local share (7%) \$510,470; State Share (6%) \$437,545; Estimated (2%) \$145,848. In 2017, Local Share (7%) \$458,980; State Share (6%) \$393,411; estimated (2%) \$131,137. In 2018, Local Share (7%) \$565,375; State Share (6%) \$484,607; Estimated (2%) \$161,535. Increasing the local HOT levy by 2% could generate approximately \$161,535 annually in additional revenue. Mr. Gonzales stated that this, as the city's ad valorem tax rate, will set the rate and know what the city's values are. He further stated that the level of hotel occupancy will either increase or decrease on what those revenues will be. This is something that the city has less control over as it set in people coming and staying in the local hotels inside the City of Kingsville. He stated that with the assistance of city staff, they used a 2% levy and what it would generate approximately, so the amount they worked off of was \$161,535. If only the additional 2% was looked at, they looked at a private placement of debt which means they would go to one bank or financial institution to look at buying

that debt and look at having a 10 year call with a minimum coverage of 1.50. This means that for every \$100 of debt service, we would need to have revenues of \$150. This is more that the city would have in order to make the debt service payment. Gonzales stated that the reason, for what they call coverage, is that there is fluctuations. This coverages gives the lender the security so if there is fluctuations that would increase or decrease over time, they would know that there is enough cushion in that amount in order to be able to cover the debt service. He stated that typically a 1.5 may get the city close to an A-rating from S&P. The other thing is that no growth in HOT revenue was factored. He further stated that assuming that this is sent to the voters in May, and move forward with this in June, they can probably issue around \$1.9 million dollars. The project fund would have about \$1.5 million dollars into the improvements. The is a True Interest Cost (TIC) which is estimated at about 4.6%. He further stated that a big part of this, reason between the par amount of almost \$1.9 million and \$1.5 million is that the city has a debt service reserve fund that has to be funded with cash, which is about \$107,000. Out of the \$1.9 million, a little over \$100,000 would go to a Debt Service Reserve Fund (DSFR), as the lender would want to have that reserve in the event in case things go bad all of a sudden. This would give them one year's reserve fund that they can tap into to make a bond payment. It is anticipated for the final maturity to go out until 2048, which would put the city at about a 30 year debt issuance, from 2018/2019 to 2048. It is being assumed that these rates are bank qualified, which means that a bank can purchase this debt and receive a tax benefit, under the revenue code. Because they receive that tax benefit they are able to a lower interest rate that would be offered to the City. Gonzales stated that 75 basis points of cushion was also plugged in as the federal reserve is going to be meeting in the next couple of days, and there is a good chance that on Thursday, they will do a hike of about 25 basis points. Mr. Gonzales further commented that as may be within seven months from now, as to when they will be issuing the debt, it would be best to put some cushion on the interest rate. He further stated that \$161,535 is the available HOT revenue and it would be assumed that 100% of that would be available, so none would be used for Operation & Maintenance (O&M) or any other purpose, so the 2% would be allocated towards to the repayment of debt service. The debt service is around \$105,000 to \$106,000 per year. Calculated coverage is slightly better than 1.5x. Gonzales stated that if they were to do some stress test, which they would typically do before they would actually issue the debt. One of the things that the rating agencies typically ask of his firm is to run multiple scenarios to show them that this is what the City of Kingsville Hotel Occupancy Tax for the 2% would stress out and create a problem in terms of needing to tap into the debt service reserve fund. He also stated that if the city is generating \$161,000 and paying about \$105,000 per year there is a difference of about \$55,000, and what happens to this money. He stated that, that money would accumulate which is something that can be looked at an ongoing basis that can be used for O&M at the facility; or just accumulate it over ten years and do other repair and maintenance at the facility.

Commissioner Hinojosa asked for Mr. Gonzales if he could explain the 10 year call.

Mr. Gonzales explained that the 10 year call is the ability for the city to notify the current bond holder that the city intends to either refinance those bonds, at the call date, and possibly go into a lower interest rate or if the hotel occupancy tax generated a significant amount of money, the city would want to pay the debt off early, the city could do that. This would occur at the 10 year date or any date thereafter.

Mr. Garza commented that as it is a 30 year term, staff may think it is a bit too long, so with the option being able to pay it off sooner, is a good option to have. Mr. Garza further asked about the \$107,000 that would go into the DSRF, does it have to come from the issuance or can it come from somewhere else?

Mr. Gonzales responded that it could come from somewhere else. What the city would need to do is have that deposited into a separate fund and designated it for that purpose.

Mrs. Alvarez asked what is the debt service comprised of, where does that money come from? Does it have to come from HOT Funds or does it have to come from any source of within the city?

Mr. Gonzales commented that it could come from other funds. One thing that could be done is if over 10 years the city has half a million dollars, the city can take the first couple of years of excess revenue, after paying debt service and fund that reserve fund out of that amount then release the \$107,000 that would be in the debt service reserve fund. He stated that there are different ways of doing it, one of the things that may be able to be done is to negotiate with a lender that we would fund that debt service reserve fund over three years.

Commissioner Hinojosa asked what was the city's current bond rating? Mr. Gonzales responded that the city's current bond rating is at a AA.

Mr. Gonzales went over financing options for discussion, which are listed below.

Private placement: direct negotiations with investor; bond rating not necessary; lower cost of issuance; tax-exempt; and taxable.

Non Rate: save on rating costs; limit investor reach; flexibility in coverage; tax exempt; and taxable.

Open Market: broadest investor group; flexibility to call the bonds in 10 year; minimize market and interest rate risk; tax exempt; and taxable.

Shorter term: pay loan off quicker; lower cost to borrower; lower interest rate; tax exempt; and taxable.

Lower coverage: increase capacity; may result in higher DSRF; rating of bonds may be impacted; tax exempt bonds; and taxable.

Short Call Bonds: lock in low rates; flexibility to call bonds earlier; higher cost of funds if bonds are not called; minimize market and interest risk; and tax exempt.

Mr. Gonzales stated his disclaimer and stated that the presentation is intended for discussion purposes only.

Commissioner Hinojosa commented that he likes the open market, although he has the right to change his mind later, but the open market would be less stress for the City.

Mr. Gonzales commented that depending on what's going on in the market, the open market might be the best way to go. The city could setup the terms the way its wants them, then it would be up to the underwriters to go out and get the deal done. It is his suggestion, that once the election is passed, enter into some discussions informally with a couple of financial institutions and see what the market is and what the appetite is from a private institution. Reason for this being said is that hotel occupancy tax, similar to economic development cooperation that have a sales tax, can have quite a bit of volatility.

Mayor Fugate commented that he agrees with the open market and would like for it to be explored.

Mr. Garza commented that this presentation is simply for informational purposes. This shows the timeline of events. Commission could call the election in January, 2019, if Commission agrees to have this election.

Mayor Fugate commented that this would be a good idea and have staff move forward.

3. Consider introduction of an ordinance amending the Fiscal Year 2018-2019 budget to provide additional funds for the purchase of a new ambulance. (Fire Chief).

Mr. Adrian Garcia, Fire Chief reported that back in October the Commission had approved a budget amendment in the amount of \$200,000.00 for a new ambulance. Due to the failure of not accounting for annual inflation and minor compartment customization for the firefighting equipment, the amount failed short by \$11,865.00, therefore this request is for the additional amount needed. The new ambulance will replace one of the existing ambulances, which is showing the most wear, increased maintenance cost, and increased down time. By adding the additional funding, it brings the total to \$211,865.00 which should be sufficient to cover the replacement cost of a new ambulance.

Commissioner Hinojosa asked that by looking at the backup information that has been provided, the trade-in value is only \$2,000. He further asked what HGAC stood for.

Chief Garcia responded that this was the trade-in value that was offered as the truck is pretty old. He further stated that they also attempted to trade-in one of their old ambulances as well, but unfortunately they wouldn't take it.

Mrs. Courtney Alvarez, City Attorney, commented that HGAC stands for Houston-Galveston Area Council.

Commissioner Hinojosa further asked Chief Garcia about the one additional Kingsville Fire Department representative in the final inspection and asked if this was himself going or if it was a Paramedic.

Chief Garcia responded that this has not been determined as of yet.

Commissioner Hinojosa also asked if they were paying the full cost. Chief Garcia responded that they would be paying the full cost and any additional would be \$1,500 per person.

Introduction item.

4. Consider a resolution authorizing the City to start the process for the acquisition of land for environmental abatement and future redevelopment of the site of the old County Hospital located at 400 E. Caesar Avenue, Kingsville, Texas for Brownfield Grant Program. (Director of Planning and Economic Development).

Mr. Garza stated that this item will authorize staff to pursue the option. The last time it was presented to the Commission it was simply for discussion purposes only. This item does not mean that the owner has accepted the offer, as they are conversations that are still ongoing.

Motion made by Commissioner Pecos to approve the resolution authorizing the City to start the process for the acquisition of land for environmental abatement and future redevelopment of the site of the old County Hospital located at 400 E.

Caesar Avenue, Kingsville, Texas for Brownfield Grant Program, seconded by Commissioner Lopez and Commissioner Leubert. The motion was passed and approved by the following vote: Leubert, Pecos, Lopez, Hinojosa, Fugate voting "FOR".

5. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (City Manager).

Mayor Fugate announced the executive session and convened the meeting into close session at 6:15 P.M.

Mayor Fugate reconvened the meeting into open session at 6:20 P.M.

6. Consider authorizing staff to negotiate an economic development agreement with Phil Neessen, which would require separate Commission approval at a later date. (City Manager).

Motion made by Commissioner Pecos to authorize staff to negotiate an economic development agreement with Phil Neessen, which would require separate Commission approval at a later date.

Commissioner Pecos withdrew his motion, as Commissioner Hinojosa placed a condition on the motion.

Motion made by Commissioner Hinojosa authorizing the City Manager to go into an agreement with Phil Neessen and not to exceed \$250,000.00 from the City's portion.

Mrs. Alvarez asked if he meant to say, negotiate. Commissioner Hinojosa responded yes.

The motion was seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Pecos, Lopez, Hinojosa, Leubert, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:22 P.M.

	Sam R. Fugate, Mayor	
ATTEST:		
Mary Valenzuela, TRMC, CMC, City Secretary		

PUBLIC HEARING(S)

PUBLIC HEARING #1

City of Kingsville Planning and Development Services

TO:

Mayor and City Commissioners

CC:

Jesus Garza, City Manager

FROM:

Tom Ginter, Director

DATE:

January 3, 2019

SUBJECT:

Special Use Permit request for a daycare at 1900 Shelly

Summary:

The applicant Alejandra Montiel, who resides at 1900 Shelly is requesting a Special Use Permit to operate a daycare at this residence. Because she is wanting to move into another house and make this residence just a daycare and since it is zoned R1 requires her to obtain a Special Use Permit to allow her to operate a daycare.

Background:

Alejandra Montiel has been operating a daycare out of her residence for approximately two years. Since she has been living in the house she has been under the home occupation ordinance. Now Alejandra wants to move into another home and continue to operate a daycare at 1900 Shelly. In Appendix A of our Land Use Tables which is enclosed and noted shows that a daycare can operate in a R1 zoning, if a Special Use Permit is obtained. To obtain a Special Use Permit the application has to be reviewed by the Planning and Zoning Commission and approved by the City Commission. The review by the City Commission should focus on compatibility to the neighborhood. While I understand that there may be a question regarding the operations, the City has no authority when it comes to daycares. That is the responsibility of the State, specifically the Health and Human Services Commission. It is within our scope as to traffic concerns concerning the daycare. Just a reminder that it has been operating as a daycare for approximately 2 years and we have received no complaints regarding traffic. Since I wasn't able to attend this meeting, I have included the minutes from the Planning and Zoning Commission meeting. The minutes do state that she will be able to add more children and in turn hire additional staff to watch the additional children.



City of Kingsville Planning and Development Services

Financial Impact:

I believe that there will be minimal impact for the city in either a positive or negative way.

Recommendation:

The Planning and Zoning Commission voted 4 to 1 to recommend approval of the Special Use Permit as submitted by Alexandra Montiel at 1900 Shelly Blvd. Kingsville, Texas.



CITY OF KINGSVILLE PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)	
Project Address <u>1900 Shelly</u>	Nearest Intersection Ailsic Dr
(Proposed) Subdivision Name	LotBlock
Legal Description:	
Existing Zoning Designation	_ Future Land Use Plan Designation
OWNER/APPLICANT INFORMATION: (Please PRINT or	ГҮРЕ)
Applicant/Authorized Agent Alejandra Montiel	Phone 361-728-5492_ FAX N/A
Email Address (for project correspondence only): \(\alpha \)	, mentiel@hotmilicom
Mailing Address 1900 Shelly City	Kingsville State Texas zip 78363
Property Owner Dury & Alegandon Montiel	Phone 361-219-5895 FAX NIA
	muttel Shotmeil . com
Mailing Address 1900 Shelly Ci	ty Kingsville State Texas Zip 28363
Select appropriate process for which approval is sought.	Attach completed checklists with this application.
Annexation Request	
I hereby certify that I am the owner and /or duly au application. I further certify that I have read and extrue and correct. If any of the information provided approval may be revoked.	thorized agent of the owner for the purposes of this amined this application and know the same to be on this application is incorrect the permit or

To: Planning and Zoning Commission

From: Tom Ginter, Director

Date: December 13, 2018

Subject: Agenda Item #1

This information relates to both items that pertain to the special use permit request. As required a public hearing is necessary for this item. Currently Alexandra Montiel conducts a daycare out of her home at 1900 Shelly Blvd. She lives there so our Home Occupation ordinance gives us the guideline as to that use. This request concerns that she wants to live in another home but continue the day care at 1900 Shelly. In Appendix A of our Land Use Table which is enclosed and noted, a daycare can be operated in an R1 zoning which this is allowed, if a Special Use Permit is obtained. Consequently that is the reason for the request is to have a daycare in her home which is in a R1 zoning district.

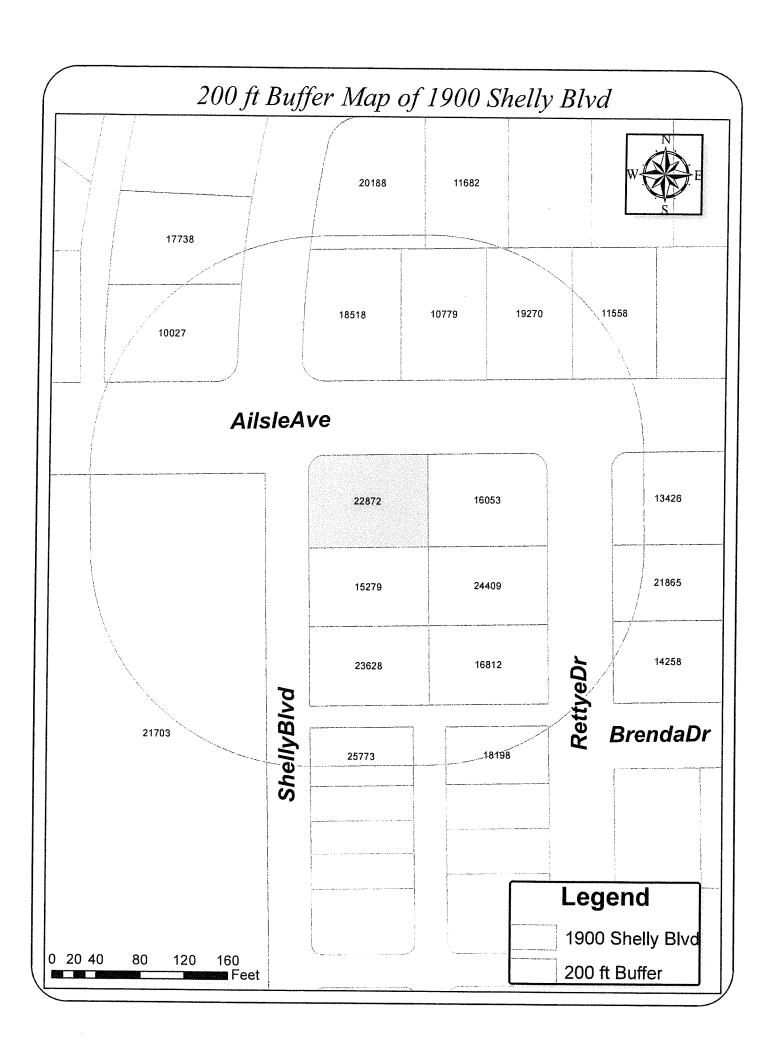
At the writing of this memo I have had one phone call from a neighbor with concerns about it becoming a daycare only. She lives there now while they are conducting the daycare but to her this changes the perspective. Obviously KISD is across the street so they have not responded at this point.

While our review should focus on compatibility to the neighborhood it is likely that a concern may involve how it is operated. Just a reminder the city has no regulatory authority on how daycares are operated, this is the responsibility of the State, specifically the Health and Human Services Commission.

I would add that it is within our scope as to how traffic related concerns will be managed. Since it is being operated now as a daycare is their an expected increase in traffic etc. if this gets approved. You may have other questions when it is meeting time. If I receive any other phone calls I will let you know.

		RI	RZ	R3	RY	МН	Cl	.C2	C3	C4	II	IZ	Ag
	Off-street parking incidental to main use	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р
- 1	Private swimming pool	Р	P	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р
	Home Occupation	Р	P	Ρ,	Р	Р					nderlij het it nederlijkelijkelijnen versembe	managing a him days colorable (1944)	Р
	Apartment or secondary residence for servants or family members	S	Р	P	Р	Р	P	S	Р			es managing a social control or - to be	P
- 1	Institutional and Special Service						Market managering and the			ganama padi mandada sindi da	and the command to be set to the control of the con	is in a single-section of the section of the sectio	gang arms bank 40°4 mintes (Ab Alban
	Airport, heliport		S	S	S	S	S	S	S	S	S	S	S
1	Cemetery, mausoleum	S	S	S	S			S				mile construction of the second	S
	Church, rectory	Р	Р	P	Р	Р	Р	Р	Р				Р
	Convent, monastery or other dwelling for pursuit of group religious ideals	S	S	S	Р	S	S	Р	P .				Р
	Private country club	S	s	Р	Р	Р	P	Р					Р
•	Day nursery or kinder	S	S	S	Р.	P	Р	Р	Р	Р	Р		Р
	Farm, ranch, or orchard		or desired the second s									a modelet (decide de comme	Р
	Lodge or club			S		P	Р	S		and the state of t	a distribution of the second V when	n social and the second of	Р
	Home, halfway house, or other group dwelling for alcoholic, narcotic, psychiatric patients or felons and delinquents		S	S	S		P	S					S





W & M ALLEN HOLDINGS LLC 621 GENREAL CAVAZOS BLVD KINGSVILLE, TX 78363-7208 #17738

JAMES DALTON GREENWELL ETUX ELIZABETH 1307 MICHAEL ST KINGSVILLE, TX 78363-6952 #11682

> CELINA R SAENZ 1314 E AILSIE KINGSVILLE, TX 78363 #19270

WILLIAM P TURNER ETUX SHERRY L 1901 RETTYE DR KINGSVILLE, TX 78363-6961 #16053

JAMES D ARNOLD ETUX JUDY J ARNOLD 1908 SHELLEY ST KINGSVILLE, TX 78363-6966 #23628

CHING JU SHA ETUX CHILEAN 1911 RETTYE DR KINGSVILLE, TX 78363-6961 #18198

GERARD A RANGEL ETUX GLORIA S 1908 RETTYE DR KINGSVILLE, TX 78363-6962 #14258 BEATRIZ G ORTIZ 1829 JEROME ST KINGSVILLE, TX 78363-6940 #10027

ZELMA G SALINAS 1302 E AILSIE AVE KINGSVILLE, TX 78363-6905 #18518

BKEE PROPERTIES, LLC 6823 RANGER CREEK ROAD BOERNE, TX 78006 #11558

RODEMIRO RUIZ JR ETUX GARCIA 1904 SHELLEY ST KINGSVILLE, TX 78363-6966 #15279

OTTO LOONEY AND MARY C LOONEY 1909 RETTYE DR KINGSVILLE, TX 78363-6961 #16812

JUANITA HILL 1900 RETTYE DR KINGSVILLE, TX 78363-6962 #13426 JOE L CUSACK 1301 MICHAEL ST KINGSVILLE, TX 78363-6952 #20188

MARIA GUADALUPE MOLINA 1308 E AILSIE AVE KINGSVILLE, TX 78363-6905 #10779

K I S D PO BOX 871 KINGSVILLE, TX 78364-0871 #21703

RICARDO GARZA ETUX LOIS DIANE 1905 RETTYE DR KINGSIVLLE, TX 78363-6961 #24409

BKEE PROPERTIES, LLC 6823 RANGER CREEK ROAD BOERNE, TX 78006 #25773

EDUARDO MEDRANO 1904 RETTYE DR KINGSVILLE, TX 78363-6962 #21865

Kleberg CAD

Property Search Map Search

Property Search Results > 22872 MONTIEL OMAR for Year 2018

Property

Account

Property ID: Geographic ID:

22872

109900101000192

Legal Description: CARRIAGE PARK, BLOCK 1, LOT 1

Agent Code:

Type:

Real

Property Use Code: Property Use Description:

Location

Address:

1900 SHELLY BLVD

Mapsco:

Neighborhood:

Map ID:

В2

Neighborhood CD:

Owner

Name:

MONTIEL OMAR

Owner ID:

57271

Mailing Address:

1900 SHELLEY ST

% Ownership:

100.0000000000%

KINGSVILLE, TX 78363-6966

Exemptions:

\$0

Values

(+) Improvement Homesite Value:

(+) Improvement Non-Homesite Value: + (+) Land Homesite Value:

\$128,000 \$0

(+) Land Non-Homesite Value:

\$17,000 Ag / Timber Use Value

(+) Agricultural Market Valuation: (+) Timber Market Valuation:

\$0 \$0

\$0 \$0

\$145,000

(–) Ag or Timber Use Value Reduction:

\$0

(=) Appraised Value:

(=) Market Value:

\$145,000

(-) HS Cap:

\$0

(=) Assessed Value:

\$145,000

Taxing Jurisdiction

Owner:

MONTIEL OMAR

% Ownership: 100.0000000000%

Total Value:

\$145,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$145,000	\$145,000	\$0.00
CKI	CITY OF KINGSVILLE	0.830000	\$145,000	\$145,000	\$1,203.50
GKL	KLEBERG COUNTY	0.781450	\$145,000	\$145,000	\$1,133.10
SKI	KINGSVILLE I.S.D.	1.518900	\$145,000	\$145,000	\$2,202.41
WST	SOUTH TEXAS WATER AUTHORITY	0.086664	\$145,000	\$145,000	\$125.66
	Total Tax Rate:	3.217014			
				Taxes w/Current Exemptions:	\$4,664.67
				Taxes w/o Exemptions:	\$4,664.67

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 2095.0 sqft Value: \$128,000

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	MM5	EW5	1976	2095.0
OP3	OPEN PORCH BETTER (25%)	*		1976	16.0
CNC	CONCRETE SLAB RESIDENTIAL	*		1976	112.0
SWF	SWIMMING POOL (FLAT VALUE)	FV		0	544.0
STGL	STORAGE FRAME (LOW)	*		0	60.0

Land

#		Description		Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.2146	9350.00	85.00	110.00	\$17,000	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$128,000	\$17,000	0	145,000	\$0	\$145,000
2017	\$137,340	\$17,000	0	154,340	\$0	\$154,340
2016	\$137,340	\$17,000	0	154,340	\$0	\$154,340
2015	\$137,340	\$17,000	0	154,340	\$0	\$154,340
2014	\$109,870	\$17,000	0	126,870	\$0	\$126,870
2013	\$109,870	\$17,000	0	126,870	\$0	\$126,870
2012	\$109,870	\$16,830	0	126,700	\$0	\$126,700
2011	\$19,070	\$16,830	0	35,900	\$0	\$35,900
2010	\$105,860	\$16,830	0	122,690	\$0	\$122,690
2009	\$97,390	\$16,830	0	114,220	\$0	\$114,220
2008	\$117,230	\$16,830	0	134,060	\$0	\$134,060
2007	\$101,940	\$16,830	0	118,770	\$0	\$118,770
2006	\$101,940	\$16,830	0	118,770	\$1,532	\$117,238
2005	\$89,750	\$16,830	0	106,580	\$0	\$106,580

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/29/2011		GENERAL WARRANTY DEED W/VENDORS LEIN	BRAVENEC JERRY W	MONTIEL OMAR	463	530	
2	3/23/2011	SPWD	SPECIAL WARRANTY DEED	SECRETARY OF VETERANS AFFAIRS	BRAVENEC JERRY W	448	218	
3	2/9/2011	WD	WARRANTY DEED	CITIMORTGAGE INC	SECRETARY OF VETERANS AFFAIRS	446	245	

Questions Please Call (361) 595-5775

Website version: 1.2.2.14

Database fast updated on: 11/12/2018 8:21 PM

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Kingsville Chorale Christmas concert set for Sunday

This Sunday, the Kingsville Chorale will hold its annual Christmas concert at Texas A&M University-Kingsville's Jones Auditorium. Dubbed "Christmas Comes Anew," the concert will feature TAMUK students and Kingsville com-munity members joining together to sing holiday classics and standards.

"It's a relatively traditional concert," Kenneth Williams, TAMUK professor of music and director of choral activities,

Williams has directed the Kingsville Chorale since 2013, the same year the group changed its name from the Kingsville Community Choir. He said the chorale consists of "our chamber singers, our concert choir and some members from these prometics."

from the community."

"It didn't originate with me," Williams said. "Over the years, there have been several different conductors. It goes back

several universit conductors. It goes back certainly decades, but I'm not sure how far back it goes."

Musical selections for this year's concert include "God Rest Ye Merry Gentlemen," "What Child is This," "I Saw

Three Ships," and "The First Neel," along with more contemporary pieces, Williams said.

"Our community people have been working on (the music) since September, and the students have been working on it for the most part since October," he

Williams said the concert will also Williams said the concert will also feature three selections from Handel's "Messiah." He said while the music selections consist of holiday classics, the group varies the program for each annual Christmas concert.

"It's different music every year," he king-ranch.com or (361) 221-0251.

said. "With a couple of exceptions."

The Kingsville Chorale "Christmas
Comes Anew" concert will begin at 4
p.m. Sunday, Dec. 2, at Jones Auditori-

Tickets for the concert are available for \$10 each at the main office of TAMUK's Bellamah Music Building, Coldwell Banker Real Estate and at the door on the day of the event.

day of the event.

For more information, contact Kenneth
Williams at (361) 593-2814 or at kenneth.
williams@tamuk.edu.

Anthony Ruiz can be contacted at aruiz@

Children's Snow Day kicks off La Posada activities

While weather forecasts are predicting 80-degree tempera-tures, families visiting the pavil-ion in Downtown Kingsville this Saturday will experience a Win-ter Wonderland during the City of Kingsville's annual Children's

"There's going to plenty to do, both in and out of the snow," Su-san Ivy, director of the Kingsville

Parts and Recreation Department, said.

A part of the La Posada de

Kingsville activities, Children's Snow Day gives local youth an opportunity to play around in trucked-in real snow. The Kingsville Parks and Recreation Department, Christus Spohn Hos-pital Kleberg and the Kingsville Healthy Family Partners sponsored this year's event.

Ivy said close to 45,000 pounds of snow, provided by San Anto-

nio-based Mireles Party Ice, will is to cut the time that people are be utilized for this year's Children Snow Day, nearly 50 percent more than was used at last year's event.

"Last year, we had 30,000 pounds (of snow)," Ivy said.

"Children's Snow Day will also feature a snow slide where Sono artitle down a law attendees can ride down.

event.

"Last year, we had 30,000 pounds (of snow)," Ivy said.

Snow activities include a play

area where children can build snowmen, make snow angels and throw snowballs around, ivy said the size of the play area has been increase from last year's event. "One of our missions this year

attendees can ride down a snow-covered incline using an inner tube.

"The snow slide was really

popular last year," Ivy said. In addition to the snow, at-tendees can participate in several

ities and games, face painting and have their photos taken with Santa.

"And we're giving away hot chocolate and cookies," Ivy said.
"There will be plenty geing en."
Children's Snow Day will be at the Downtown Pavilion in Kingsville from 10:30 am. to 2:30 p.m. this Saturday, Dec. 1.

Anthony Ruiz can be contacted at artizeking-ranch.com or (361) 221-

Superintendent

superintendent position with Mission Con-solidated ISD in late July. Bera began her teaching career with Aus-tin ISD in 1977 and served as an elementary principal with the school district from 1983 to 1996. After working as an intermediate principal with San Antonio ISD from 1996 to 1998, she was employed as the national field director for Expeditionary Learning Outward Bound for one year, and then as a senior education associate with the Intercultural Development Research Associa-

cultural Development Research Associa-tion for five years.

Bera then served as a middle and high school principal for East Baton Rouye Par-ish for four years before joining Judson ISD in San Antonio in 2008, working as an exec-utive director of secondary curriculum and instruction, assistant superintendent and deputs superintendent.

deputy superintendent.

She holds a bachelor's degree in elementary education from the University of Texas at Edinburg as well as two master's degrees, in curriculum and instruction as well is in educational leadership, from UT-Aus

morring. Bera said what attracted her to Kingsville ISD was that she felt she could make a difference in the district In an interview conducted Tuesday ake a difference in the district.
"I have experience and have worked

with schools that were struggling, and I've been able to turn them around," she said. "And looking at a district and making that kind of a difference appealed to me." Bera said she is bringing the knowledge and skills she has accumulated and utilized throughout her 40-year career to Kingsville 1510.

"I really do want to make a difference in this community," she said. "I don't see this as a stepping stone. I'm not here to serve for

as a stepping stone. I in not nere to serve for a couple of years and then leave. I plan no sticking around for as long as I can."
In August, Kingsville ISD received an "F" in the 2018 state accountability ratings released by the Texas Education Agency. It was one of only 16 multi-campus districts and charter districts in the state to receive an "F" ratine.

an "F" rating.

Bera said she had no concerns about tak-

ing over Kingsville ISD as the district works to improve its accountability rating. "We can get there," she said. "We're very

"The schools are doing what they're sup-posed to," she added. "Elementary has it. They just need a little bit of tweaking here and there, and it's going to happen. But the school that carries the district is the high school, and that's where I need to put my focus." After being named lone finalist, Bera said she began working with the district as a consultant during the mandatory 21-day waiting period before she could be hired. During that time, she said she met campus periodists with here may focus this perprincipals, with her main focus being on "data."

"And people might have the impression that's all I care about," she said. "But I care about people, and I care about our students. That is something that I want to make clear to the whole community - I've been hired by the board to be an advocate for stu-dents."

Also during her time working as a consultant. Bera said while she was out shopsuitamt, bera said while she was out shop-ping and exploring the area, she was listen-ing to people's opinions of Kingsville 15D. "I just wanted to hear anonymously what

they thought about the district," she said.
"From people who were being very frank, not knowing that they were talking to (the superintendent), so I was able to get a very frank and honest view of not only the dis-trict but of the community."

Bera said she wants to continue to hear

from the Kingsville community, and KISD

employees, as she settles into her role as su-perintendent.

"Right now, I'm setting up meetings with the teachers next week," she said. "One day king-ranch com or (361) 221-0251.

for elementary, one day for middle and one day for high school, and then one evening for the community to come in and just get to know me. Ask me whatever you want to

Bera said that she has an open-do cy with the community and her employees, even going so far as to have a new glass door constructed in her office earlier this week.
"I don't mind drop-ins," she said. "That's

why I have this door. I'm used to people just dropping in and talking, so when I sat in this office and didn't see a door, I knew

that had to change."

As for her priorities, Bera said she created a new definition for the acronym of "KISD" that she wants the district, and hopefully the Kingsville community, to follow: Keep students first; Inspire; Stay focused; and

"We need to keep those four letters in mind," she said. "Because that's what we're all about."

all about.

Bera's contract with Kingsville ISD will
run through the 2020-21 academic year.

KISD board vice-president Brandon
Greenwood was not present for Monday's

La Posada



King Ranch donated \$3,000 to La Posada de Kingsville this month with procee Nang Kanch donated 33,000 to La Fosada de Knigsville this month with proceeds from the annual Ranch Hand Breakfast. Pictured, from left, are City of Kingsville Tourism Director Janine Reyes, City of Kingsville Tourism Administrative Assistant Alicia Tijerina, King Ranch Controller and La Posada de Kingsville President Daniel Morales, King Ranch Area Manager Bob Cleek, City of Kingsville Parks and Recreation Manager Susan Ivy, and La Posada board member Lisa Munoz (Submitted photo)

or online at LaPosadaDeKingsville.com.
Although the annual lighted parade
is the highlight of La Posada de Kingsville, several other events will be held in connection with La Posada

On Friday, a La Posada Bake-off will be held at the Kingsville Visitors Center. Winners will be chosen from the fol-Winners will be chosen from the fol-lowing categories: Pan de Polvo, Young Bakers (up to 8 years old), Junior Bak-ers (ages 9-16), and Adult. Entry forms are available at the Kingsville Visitors Center, City Hall and the Kingsville Chamber of Commerce. Hens must be dropped off between 10-11 am. on Fri-day, Results will be anonunced at 12-30. day. Results will be announced at 12:30

p.m. Also on Friday, a Wreath Decorating

is \$25, and registration forms are available at the Kingsville Visitors Center, the Kingsville Chamber of Commerce, ed from 10 a.m. to 4 p.m., and results ed from 10 a.m. to 4 p.m., and results will be announced at 5:30 p.m.

On Saturday, a Festival of Lights will be held in the 100 block of East Kleberg Ave, from 10 a.m. to 4 p.m. The event will include arts and crafts vendors. Live music provided by Serjio & Ropin' the Wind will begin at 3 p.m. and run

the wind will begin at 3 p.m. and the through 6 p.m. La Posada is funded in part through proceeds from the annual Ranch Hand Breakfast. This year, the King Ranch do-nated \$3,000 to La Posada de Kingsville to assist with hosting and promoting a series of holiday events for all ages. The complete schedule of La Posada

The complete schedule of La Posada de Kingsville events can be found at LaPosadaDeKingsville.com or on Face-book at La Posada de Kingsville.



PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 19, 2018, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Alejandra Montiel, owner and applicant, requesting a Special Use Permit to use entire home for daycare only located at Carriage Park, Block 1, Lot 1, also known as 1900 Shelly Blvd, Kingsville, Texas.

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)

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, January 14, 2019 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:

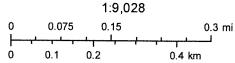
Alejandra Montiel, owner and applicant, requesting a Special Use Permit to use entire home for daycare only located at Carriage Park, Block 1, Lot 1, also known as 1900 Shelly Blvd, Kingsville, Texas. The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.



January 3, 2019

X- 1900 Shelly - Address of Applicant

All the yallow is RI Zoning



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

PLANNING AND ZONING COMMISION MEETING MINUTES December 19, 2018

Planning and Zoning Members Present

Steve Zamora Lupe Alvarez Debbie Tiffee Mike Klepac Brian Coufal

Citizens Present

Staff Present

Alejandra Montiel

Cynthia Martin, Downtown Manager

Gracia S. Ruiz

Stephannie Resendez, Administrative Assistant II

Yolanda Zapata

- 1. The meeting was called to order at 6:00 p.m.
- 2. Discuss and take action on the meeting minutes of last meeting.

Lupe Alvarez made a motion to approve the minutes of the November 7, 2018 meeting as presented. Debbie Tiffee seconded. All in favor; none opposed. Motion Carried.

- 3. Miscellaneous/Public Comments on or off the agenda. None.
- 4. Old Business/Postponements None.

New Business –

5. Public Hearing on granting a Special Use Permit for Alejandra Montiel, owner and applicant, to use entire home for a daycare only, located at Carriage Park, Block 1, Lot 1 also known as 1900 Shelly Blvd, Kingsville, Texas.

Cynthia Martin told the board that Mr. Ginter had made it clear in the memo and emphasized that the city has no regulatory authority on how daycares are operated. If there are issues with the daycare, it is a state problem.

The applicant, Alejandra Montiel, approached the podium and stated that there was another daycare in town that was granted a Special Use Permit in 2003. It's an R1, Single Family, and it was approved to have the home be used entirely as a daycare as long as the family doesn't live at home. Ms. Montiel continued and stated that is what she and her husband are considering using their home for a daycare. Ms. Montiel stated that it would be 4-5 children to a room with a teacher to each room.

Lupe Alvarez asked where the home Ms. Montiel was speaking about was located, Ms. Montiel stated that it was on 21st Street. Mr. Alvarez then asked how long it had been there, Ms. Montiel stated that they had been awarded the SUP in 2003.

Steve Zamora asked the applicant if she currently lived in the house, the applicant replied that she did but would be moving out. Mr. Zamora asked what her hours were going to be, Ms. Montiel stated that it is open Monday-Friday from 7:00 AM – 5:30PM. Ms. Montiel continued and stated that she lived in a corner lot, so parking was not an issue. The parents drop and pick up children at different times. It takes no more than two minutes to drop off or pick up a child.

Mr. Alvarez asked the applicant how many additional children she would add, Ms. Montiel stated that it will be 9 more children.

Mr. Coufal asked if having 9 more children will cause a traffic issue, Ms. Montiel commented that the children are dropped off and picked up at different times. Mr. Alvarez commented that he had driven by the property and stated that he never saw traffic at her house. His concern is people in the area if they want to have a full-time daycare.

Stephannie Resendez told the board that she received one phone call that was for the Special Use Permit.

Gracia Ruiz approached the podium and voiced her concerns regarding the Special Use Permit. Ms. Ruiz stated that there is a high volume of traffic on Shelly street. There are three schools that contribute to the traffic which makes the corner very unsafe both in the morning and afternoon. Ms. Ruiz continued and stated that the applicant was generating more trash which overfilled the trashcans. Ms. Ruiz stated that she had no problem with the applicant having the daycare and her issues were with traffic and safety.

6. <u>Discuss and Consider Action on granting a Special Use Permit for Alejandra Montiel, owner and applicant, to use entire home for a daycare only, located at Carriage Park, Block 1, Lot 1 also known as 1900 Shelly Blvd, Kingsville, Texas.</u>

Mr. Zamora asked what the recommendation from staff was, Ms. Martin replied that Mr. Ginter did not make a recommendation.

Mr. Coufal stated that the applicant was not the cause of all the traffic in the area. Mr. Coufal asked the applicant in addition to the 9 children; how many more employees was she going to have. Ms. Montiel replied that there will be 3 more employees. Mr. Coufal commented that they could potentially be a traffic problem. Ms. Montiel replied that her driveway fits three cars. Mr. Coufal commented since they will use the driveway that won't be an issue and continued

to say that if the applicant won't live in the home, she will not be generating regular household trash. Mr. Alvarez asked the applicant how long she had been operating in the area, Ms. Montiel stated two years. Mr. Alvarez asked if she had ever had any issues, the applicant replied no.

Debbie Tiffee made a motion to approve the request for a Special Use Permit for Alejandra Montiel located at Carriage Park, Block 1, Lot 1 also known as 1900 Shelly Blvd. Lupe Alvarez seconded. Lupe Alvarez, Steve Zamora, Debbie Tiffee, Brian Coufal voted Yes. Mike Klepac voted No. Motion Carried.

7. <u>Discuss and Consider Action on changes to the Sign Regulation Ordinance 15-6-115 to 15-6-132</u>

Ms. Martin told the board what prompted the changes in the sign ordinance which was to reduce sign clutter, improve the appearance of the downtown and make the signage a little more effective. Ms. Martin stated that the proposed changes were brought to the Main Street Advisory Board and discussed. The additional verbiage is marked in yellow and anything that is marked through will be taken out. Ms. Martin went over the change under the section Identification Signs Permitted and stated that sandwich boards were already allowed but the new language clarifies it. The next addition is hanging signs. With the window signs, Ms. Martin stated they are considering the window graphics with the restriction that it doesn't cover 30% of the total glass area. Ms. Martin continued with the prohibited and exempt signs. Ms. Martin then went over the definition section of the ordinance.

Mr. Coufal commented that a definition was missing for handmade or professional signs, Ms. Martin agreed that it was a little vague. Mr. Coufal recommended it be changed to handwritten or just handmade or non-professional signs without the expressed permission of the pre-approving body.

Debbie Tiffee made a motion to approve the changes of the Sign Regulation Ordinance 15-6-115 to 15-6-132. Mike Klepac seconded. All in favor; none opposed. Motion Carried.

8. Miscellaneous: None

9. Adjournment - Meeting adjourned at 6:45 PM

|--|--|

AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR 1900 SHELLY BLVD. (LOT 1, BLOCK 1, CARRIAGE PARK) TO USE ENTIRE HOME FOR A DAYCARE FACILITY ONLY; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission it's reports and recommendations concerning the application of Alejandra Montiel, property owner, for amendment to the zoning map of the City of Kingsville;

WHEREAS, the property is currently zoned R1-Single Family Residential District and it is desired for the area to be used exclusively as a daycare facility;

WHEREAS, the City Code of Ordinances, Chapter XV-Land Usage, Appendix A- Land Use Categories states that in R1 a special use permit is required to have a day nursery or kinder (day care facility); and

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, December 19, 2018, during a meeting of the Planning Commission, and on Monday, January 14, 2019, during a meeting of the City Commission, in the Helen Kleberg Groves Community Room/Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning Commission voted 4-1 to APPROVE, the requested special use permit; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a Daycare Facility on the premises known as 1900 Shelly Blvd., Lot 1, Block 1, Carriage Park, as more specifically describe on site plan attached as Exhibit A.

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

- 1. ALLOWED USE: The only uses authorized by this Special Permit other than the permitted "R1" Single Family District uses is as a Daycare Facility.
- 2. STATE LICENSE: The premises or operator be licensed or registered by the State of Texas to have a Daycare Facility.
- 3. TIME LIMIT: This Special Permit is good for the duration of the business from the date of this ordinance unless the property is not being used for the purpose outlined in Condition 1 or any other conditions have not been complied with.
- 4. SPECIAL CONDITION: The applicant shall obtain all required background checks, business licenses and cooperation with all annual fire safety, health, and sanitation inspections, as required by the Department of Family and Protective Services and the City of Kingsville, in order to maintain compliance with state and city regulations for the day care facility.
- **SECTION 3.** That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendment to the Zoning Ordinance made by Section 1 of this ordinance.
- **SECTION 4.** That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.
- **SECTION 5.** That to the extent that this amendment to the Zoning Ordinance represents a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.
- **SECTION 6.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.
- **SECTION 7.** That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the <u>14th</u> day of	of <u>January, </u> 2019.
PASSED AND APPROVED on this the	<u>28th</u> day of <u>January,</u> 2019.
Effective Date:	_, 2019

THE CITY OF KINGSVILLE

PUBLIC HEARING #2

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:

January 3, 2019

SUBJECT:

Review of Preliminary Plat and Final Plat for Escondido Ranch No. 3 in our ETJ

(Extra Territorial Jurisdiction)

Summary: In June of 2005, Kleberg County and the City of Kingsville entered into an agreement by which developments in our ETJ (Extra Territorial Jurisdiction) can be reviewed and approved by the Planning and Zoning Commission and the City Commission. Just a reminder that review and approval of the preliminary plat and the final plat are the only responsibility we have concerning a development. The City will have no other involvement such as collecting a building permit or making inspections during construction.

Background: S & S Construction has submitted a preliminary and final plat for Escondido Ranch No. 3. Enclosed is a layout of the entire subdivision with No.1 and No.2 already being approved. Escondido Ranch No. 3 will be similar to No. 2. There is also a map showing the development and its relationship to the city limits of Kingsville. Here is additional information on the submittal of Escondido Ranch No.3:

- 1. The street will be built to city standards
- Drainage will be accounted for, as in this case the water should flow to the south from
 the street, through the cul de sac as depicted on the plat. Enclosed is a FIRM map which
 reflects that the southern edge of the cul de sac, is near the water way. The developer
 will have to account for this when construction starts.
- 3. The homes will be on city water, as will be No. 2.
- 4. The homes will be on private sewer systems (septic tanks) again as No. 2 is.
- 5. There will be 18 lots, each lot will be ¾ of an acre in size.
- 6. There will be two fire hydrants in the middle of this particular development



City of Kingsville Department of Planning and Development services

- 7. One street light in the middle of the development
- 8. The Commissioner's Court has reviewed and approved the preliminary and final plat.
- 9. If approved and filed the developer will then provide to the City, construction plans for the infrastructure
- 10. At this time both plats the preliminary and final are the same

Financial Impact: While there will be no property tax increase it is safe to say that if the development provides housing for someone new to the area, it will provide additional sales tax revenue. It will add property tax revenue to Kleberg County.

Recommendation: The Planning and Zoning Commission voted 5 to 0 to recommend approval of the preliminary and final plat with no changes.



CITY OF KINGSVILLE PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)		
Project Address <u>EGLandida & CR W30</u>	Nearest IntersectionSane	
(Proposed) Subdivision Name Escondido Ranch	LotBlock	
Legal Description: Block Escandido Ranch	Env. 182 Plat Cabilly H.	
Existing Zoning Designation Future Land Use Plan Designation		
OWNER/APPLICANT INFORMATION: (Please PRINT or 1	TYPE)	
Applicant/Authorized Agent Charlie Soso Phone 301-455-7746 FAX		
Email Address (for project correspondence only): Charlies 284 c natzero. con		
Mailing Address 908. W. Deca Tapic City	Kingsulle State TX	Zip <u>783@3</u>
Property Owner 545 Kingsulle Const	Phone 361-455-7746 FAX	
Email Address (for project correspondence only):		
Mailing Address P.a. Bax 1333 Ci	ty <u>IGngSull</u> State TR	Zip_78364
Select appropriate process for which approval is sought.	Attach completed checklists with this ar	polication.
Annexation RequestNo Fee	✓ Preliminary Plat	Fee Varies
Administrative Appeal (ZBA)\$250.00	Final Plat	
Comp. Plan Amendment Request\$250.00	Minor Plat	\$100.00
Re-zoning Request\$250.00	Re-plat	
SUP Request/Renewal\$250.00	Vacating Plat	
Zoning Variance Request (ZBA)\$250.00	Development Plat	\$100.00
PUD Request\$250.00	Subdivision Variance Request_	\$25.00 ea
Please provide a basic description of the proposed proje 18 ea 3/4 Ac la f	ct:	
I hereby certify that I am the owner and /or duly aurapplication. I further certify that I have read and extrue and correct. If any of the information provided approval may be revoked. Applicant's Signature Property Owner's Signature Accepted by:	amined this application and know the	e same to be ermit or

To: Planning and Zoning Commission Members

From: Tom Ginter, Director

Date: December 28, 2018

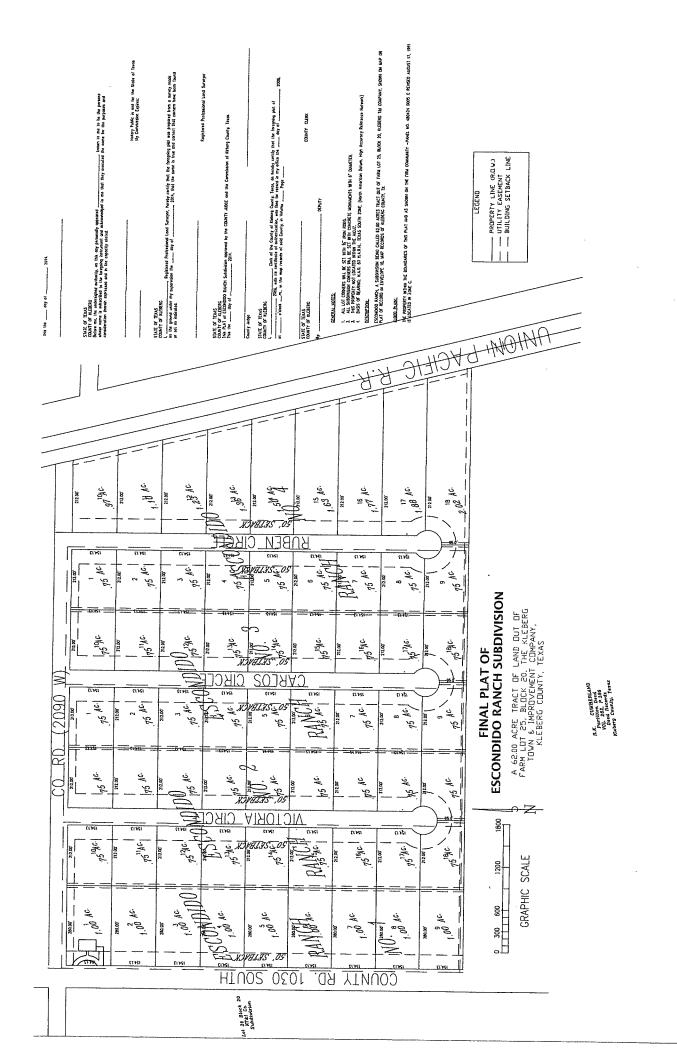
Subject: Agenda Item information

All (3) items pertain to the submittal of the plat for Escondido Ranch Subdivision No. 3. If you recall approximately 2 to 3 years ago you approved No. 2 which is just to the west of this. Just a reminder this is outside of our city limits but the planning and zoning commission has the authority to review the plat due to it being in our (ETJ) extra territorial jurisdiction. This authority is also noted in an agreement between the City of Kingsville and Kleberg County which was approved in June of 2005. You should also remember that the City has no other involvement in the development beyond review. There are no building permits required and we do no inspections of the construction. Also enclosed is a conceptual design of the entire subdivision which reflects a No. 4 that will be platted and be brought before you for your approval in the future. Both the preliminary and final plat are in the packet. At this time both plats are the same.

Escondido Ranch No. 3 is very similar to No. 2 that was approved as stated above. It is a straight shot with the street being close to the same length as No. 2 which is 1, 378 feet while on No. 3 the street is 1,380 feet. Enclosed is a copy of the plat for your review.

Here is more information on the plat:

- 1. The street will be built to City standards
- 2. Drainage will be accounted for, as in this case the water should flow to the south from the street, through the cul de sac as depicted on the plat. Enclosed is a FIRM map which reflects that the southern edge of the cul de sac touches the edge of the water way. The developer will have to account for this when construction starts.
- 3. These homes will be on city water, as No. 2 is also on city water
- 4. These homes will be on private sewer systems (septic tanks) again as No. 2.
- 5. Two fire hydrants will be in the middle of the development.
- 6. There will be one street light in the middle of the development.
- 7. The Commissioner's Court has reviewed and approved the plat.
- 8. Once approved and filed the developer will then provide to the city construction plans of the infrastructure.



National Flood Hazard Layer FIRMette



OTHER AREAS OF FLOOD HAZARD OTHER AREAS MAP PANELS eityotikingsvill Bittit USGS The National Map Ort 1:6,000 AZARD ARE OF MINIMAL FLOODIH 111777 (0.1131 (b.) Kicherg, Colliny/Unflicementaled/Areas 41173 - elain

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

depth less than one foot or with drainagi 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average areas of less than one square mile Aug. With BFE or Depth Zone AE, AD, AH, VE, AH Without Base Flood Elevation (BFE) Future Conditions 1% Annual Chance Flood Hazard Rome X Regulatory Floodway SPECIAL FLOOD HAZARD AREAS

Area with Flood Risk due to Levee

Area with Reduced Flood Risk due to

Levee. See Notes. Same

No SCREEN Area of Minimal Flood Hazard **Effective LOMRs**

Area of Undetermined Flood Hazard Zear

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall ----GENERAL STRUCTURES

Cross Sections with 1% Annual Chance Water Surface Elevation

Base Flood Elevation Line (BFE) Coastal Transect

Coastal Transect Baseline Jurisdiction Boundary

Profile Baseline OTHER FEATURES

Hydrographic Feature

No Digital Data Available Digital Data Available

The pin displayed on the map is an approximate point selected by the user and does not represe an authoritative property focation.

0-

This map compiles with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown compiles with FEMA's basemap

reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. authoritative NFHL web services provided by FEMA. This ma was exported on 12/13/2018 at 9:47:40 AM and does not The flood hazard information is derived directly from the

This map image is vold if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers. FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Kleberg CAD

Property Search Map Search

Property Search Results > 14226 S & S KINGSVILLE CONSTRUCTION LLC for Year 2019

Property

Account

Property ID:

14226

Agent Code:

Legal Description: KT&ICO, BLOCK 20, LOT PT 25, ACRES

37.74

Geographic ID:

290002025101101

Type:

Real

Property Use Code: Property Use Description:

Location

Address:

Mapsco:

Map ID:

Α4

Neighborhood: Neighborhood CD:

Owner

Name:

S & S KINGSVILLE CONSTRUCTION LLC Owner ID:

60387

Mailing Address:

908 W DEER TRAIL

% Ownership:

100.0000000000%

KINGSVILLE, TX 78363

Exemptions:

Values

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

(+) Land Non-Homesite Value: \$1,290 Ag / Timber Use Value (+) Agricultural Market Valuation: + \$107,170 \$15,920 (+) Timber Market Valuation: \$0 \$0

(=) Market Value: \$108,460 (-) Ag or Timber Use Value Reduction: \$91,250 (=) Appraised Value: \$17,210 (-) HS Cap: \$0

(=) Assessed Value: \$17,210

Taxing Jurisdiction

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	DLCP1	DRY LAND CROP LAND	37.2900	1624352.40	0.00	0.00	\$107,170	\$15,920

2 EO EO 0.4500 19602.00 0.00 \$1,290 \$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$0	\$108,460	15,920	17,210	\$0	\$17,210
2017	\$0	\$103,710	15,960	17,200	\$0	\$17,200
2016	\$0	\$96,460	18,680	18,680	\$0	\$18,680
2015	\$0	\$96,460	0	96,460	\$0	\$96,460
2014	\$0	\$141,980	23,190	23,190	\$0	\$23,190
2013	\$0	\$131,750	23,640	23,640	\$0	\$23,640
2012	\$0	\$56,200	12,400	12,400	\$0	\$12,400
2011	\$0	\$48,610	11,695	11,695	\$0	\$11,695
2010	\$0	\$45,850	12,300	12,300	\$0	\$12,300
2009	\$0	\$45,170	11,715	11,715	\$0	\$11,715
2008	\$0	\$39,065	10,595	10,595	\$0	\$10,595
2007	\$0	\$33,725	6,135	6,135	\$0	\$6,135
2006	\$0	\$32,910	6,415	6,415	\$0	\$6,415
2005	\$0	\$26,190	6,675	6,675	\$0	\$6,675

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	9/9/2014	WDVL	WARRANTY DEED W/VENDOR'S LEIN	MELTON DOLORES C	S & S KINGSVILLE CONSTRUCTION LLC	518	688	
2	4/5/2012	DEED	DEED	CUMBERLAND RICHARD T	MELTON DOLORES C	468	172	
3	2/27/2012	TRD	TRUSTEE'S DEED	CUMBERLAND W E TRUST	CUMBERLAND RICHARD T	466	230	

Questions Please Call (361) 595-5775

Website version: 1.2.2.14 Database last updated on: 1/2/2019 8:21 PM © N. Harris Computer Corporation

Kleberg-Kenedy SWCD 2018 annual report

Conservation District No. 336 has been working for the landowners and producers since its inception in August 1997. Headquartered in Kingsville and made up of a five-member board of directors, they volunteer their time to administer moverams. Conservation District No. 356 has

volunteer inter time to administer programs and assistance on a local grass-roots level based on voluntary cooperation of NRCS District and technician, has recently completed

district's

The district's 2018.

Besides summarizing the district fiscal Year follows: The Kleberg-Kenedy Soil and Water Conservation District promotes protection, conservation and sustainable use of natural resources through education, awareness, leadership decharical and financial assistance in district's rainfall simulator. Conservation of the property of cooperation with the public as well as

local, state and federal agencies.

The Natural Resources Conservation Service partners with the local district to assist landowners to protect, conserve and sustain natural resources of soil, water, air, plants and animals for future

generations.

Both the district and NRCS office are

landowners and others. Conservationist—the district's annual report for fiscal year 2018

education remains a high priority for the

board of directors.

Federal Conservation are then highlighted such as the basic conservation technical assistance program as well as the Environmental Quality Incentives Program and the Conservation Stewardship Program. Also, the state Senate Bill 503 Program. Also, the state Senate Bill 503 Program is admirated by the Texas covered. It is administered by the Texas State Soil and Water Conservation Board

regional office in Harlingen.
The SWCD promotes and participates in the Soil and Water Stewardship Week activities where the judges in both counties sign a proclamation. The Fiscal Year 2018 accomplishments are The rest of the annual report has

pictures of award recipients at the annual awards banquet that is held in February.

They include students that are honored by their participation the poster and essay contest as well as Ahard copy can be provided or mailed, for the report can be e-mailed if an e-mail address is provided.

outstanding conservationists including farmer, rancher and teacher. Also, area award recipients are pictured receiving their awards at last year's area awards banquet in Refugio.

The Kleberg-Kenedy SWCD has also provided scholarships for worthy students the last couple of years and they are recognized within the annual report.

Two of the directors received their 20-

The former district technician received a plaque for her dedicated assistance and service to the board, also and made the annual report.

Anyone interested in receiving the Kleberg-Kenedy SWCD Annual Report should contact the local district office by calling (361) 592-0309, Ext. 3.

Beware of 'storm chasers' following natural disasters

Submitted Item

Disaster can strike at any time.

as proven by the recent historic flooding in Central Texas. Following any kind of natural disaster, Better Business Bureau the Heart of Texas recommends homeowners be on the lookout for possible "storm chasers" as the recovery phase

contractors often travel through contractors often traver univer-neighborhoods, going door-to-door after severe storms offering quick repairs and low prices.

Most of these workers lack

natural disaster victims should look out for before hiring a

Do your research. Find usinesses you can trust on BBB. rig. There are BBB Businesse refiles on more than a million 'If you are in a disaster area, be proper registration and do not stand behind their work.

They are looking to get quick cash Profiles on more than a million payments by proying on desperate home contractors. Get references

They are looking to get quick cash payments by prying no desperate homeowners before moving on to the next neighborheod or town.

This sometimes leaves homeowners with subpar repair work – if any work is done at all – and with no way to contact the company/individual for a frund.

BBB offers advice on what policies can have no worked the set of the contact the company fruit with the distribution of the contact the company fruit with the distribution of the contact the company fruit with the distribution of the contact the company fruit with the distribution of the contact your insurance company. Ask about your policy coverage and specific filing requirements. If you have flood insurance, check to see what is and isn't covered. Flood insurance will be a seen that it is and isn't covered. Flood insurance will seen that the seen that it is a seen that it is and isn't covered. Flood insurance will seen that the seen that it is not seen that the seen that it is not seen that the seen that it is not seen that the seen th policies can have numerous exclusions. Save all receipts, including those for food, temporary lodging, or other expenses that

cautious of upfront costs. This is a popular trick in many scammers' playbooks. According to the Texas Business and Commerce Code, contractors working on homes damaged by natural disasters may not require someone to make a full or partial payment before work

only if you hire the contractor on only if you have the contractor on the spot. Be proactive in selecting a contractor and not reactive to sales calls on the phone or door-to-door pitches. Resist the urge to get the work started until you have contacted your insurance have contacted your insurance company to determine your coverage, as well as deductibles.

Request a written contract.

Make sure you receive a copy
of the work contract and that all begins.

Resist high-pressure sales.
Some storm chasers use tactics such as the "good deal" you'll get such as the "good deal" you'll get such as the "good deal" you'll get sure they are included in writing.



PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, January 2, 2019 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: S&S Kingsville Construction LLC, owner is requesting the approval

of a preliminary plat and final plat for Section 20, Lot 5 of the Kleberg Town and Improvement Company Subdivision also known as Escondido Ranch No. 3

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 of the agenda, please contact the Planning Department at (361) 595-8055.

UBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, January 14, 2019 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: S&S Kingsville Construction LLC, owner is requesting the approval of a preliminary plat and final plat for Section 20, Lot 5 of the Kleberg Town and Improvement Company Subdivision also known as Escondido Ranch No. 3

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.



FANTASTIC BEASTS: THE CRIMES OF GRINDELWALD (PC13) 1215cm - 4:15cm - 8:25p PROTABLE GENERAL THE INTERNET (PG) 1200pt - 130pt - 4.10pt - 4.50pt - 6.50pt - 6.50p RALPH ROCKONS (PGT) C2/20m - 2/20m - 5/20pm - 5/

MONDAY, DECEMBER 10 - WEDNESDAY, DECEMBER 12

FANTASTIC BEASTS: THE CRIMES OF GRINOELWALD (PG13) 4:15pm - 8:25pm ## (PG) 300pm - 805pm - 355pm ## (PG13) 400pm - 845pm ## (PG13) 400pm - 845pm ## (PG13) 400pm - 620pm - 905pm ## (PG13) 4.10pm - 8.40pm NSTANT FAMILY

POSSESSION OF HANNAH GRACE (R) 3:30pm - 6:40pm - 9:15pm ROBIN HOOD (PG13) 3:10pm - 6:10pm - 9:00pa

TYPE-2 DIABETES ! WARNING !

FOURNIER'S GANGRENE

ATTENTION!

This is an important warning for Type 2 Diabetics taking Invokana, Farxiga and Jardiance.

Gangrene of the genitals has been associated with the use of SGLT2 Inhibitors.

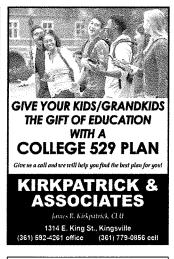
CALL 24/7 1-800-800-9815

You may be entitled to compensation! Adashi Law Form, with principal office in Houston, least it responsible for the contest of this ad-





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Apply Online at www.qualitydriveaway.cr

ESCONDIDO BYNCH NO'S

THE FINAL PLAT OF ESCONDIDS RANKS NO. 3 . APPROVED BY THE MATCH AND CITY OF ELICENTILE, TEXAS.

STATE OF TEXAS



ESCONDIDO RANCH NO.3 FINAL PLAT OF:

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& IMPROVEMENT SUBDIVISION SECTION 20, LOT 25 EBERG TOWN COMPANY

THE STORE OF THE S

HOTART PARIS, STATE OF TEXAS

KLEBERG COUNTY, TEXAS

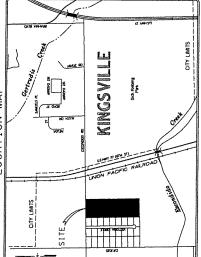
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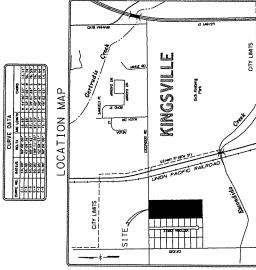
THE FIRST OF ESCRIPTION BLACK SO, T , JOYNOWED BY THE DIRECTOR OF PLANNING OF THE CITY OF KINGSYLLE, TEAS.

CIVILCORP, LLC BELLISTEMED PROCESSIONAL LAND SURVETOR RECEISTEMED PROCESSIONAL LAND SURVETOR TEXAS REDISTRATION NO. 5333 PRELIMINARY



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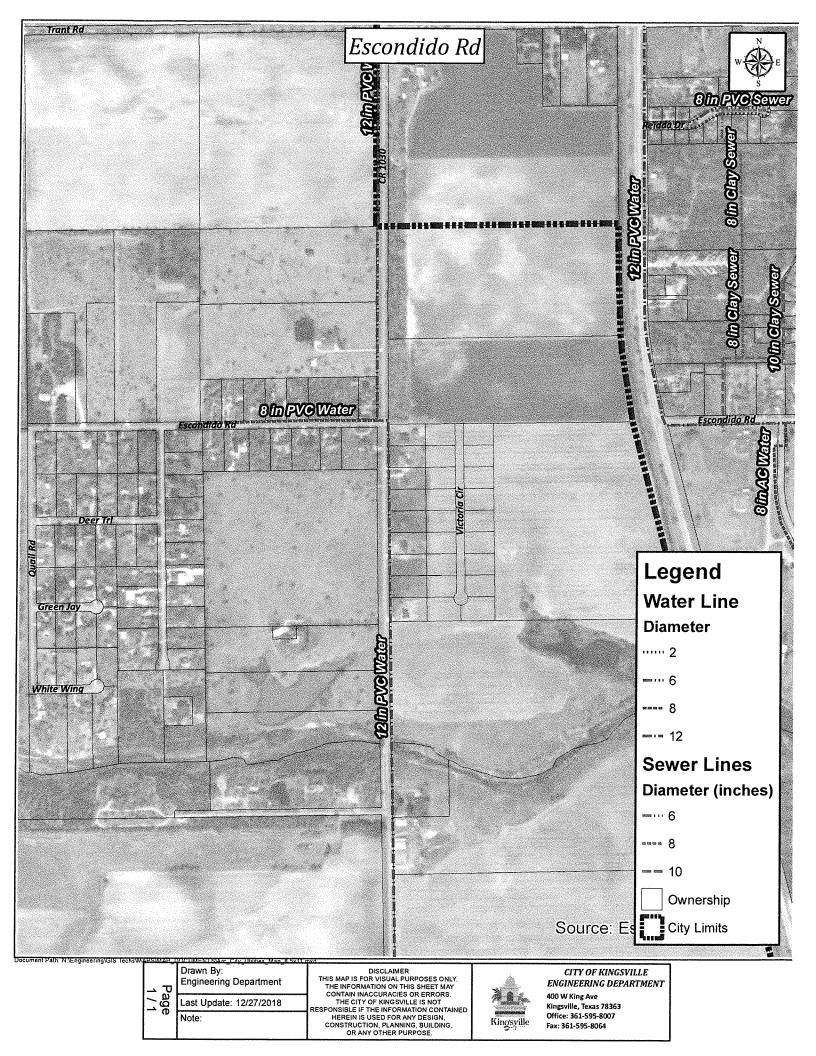
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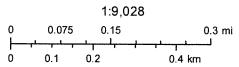
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January 2, 2019



CONSENT AGENDA

AGENDA ITEM #1

City of Kingsville Fire Department

TO:

Mayor and City Commissioners

CC:

Jesus A. Garza, City Manager

FROM:

Adrian Garcia, Fire Chief / EMC

DATE:

December 18th, 2018

SUBJECT:

Budget Amendment Vehicle Replacement Account - New Ambulance (MICU)

Summary:

The Kingsville Fire Department is requesting a budget amendment to the Vehicle Replacement Account (097-5-220.0-71100) in the amount of \$11,865.00. The request comes due to the failure to account for annual inflation and minor compartment customization for firefighting equipment.

Background:

The new ambulance will replace one of the existing ambulances, which is showing the most wear, increased maintenance cost, and increased down time. By doing so, our department will continue to provide excellent EMS services to our Kingsville community.

Financial Impact:

By adding the additional funding, it brings the total to \$211,865.00 which should be sufficient to cover the replacement cost of a new ambulance.

Recommendation:

The following budget amendment request supports the goals set by the Kingsville Fire Department to continue to provide excellent EMS services to our Kingsville community. Our recommendation is that the Commission consider approving the budget request.



ORDI	NANC	CE NO.	2018-	

AN ORDINANCE AMENDING THE FISCAL YEAR 2018-2019 BUDGET TO PROVIDE ADDITIONAL FUNDS FOR THE PURCHASE OF A NEW AMBULANCE

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

ı

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2018-2019 budget be amended as follows:

CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 0	97 – Vehicle Rep	lacement Fund		199	
Expend	ditures				
2200	Fire	Vehicle	71100	11,865	

[To amend the City of Kingsville FY 18-19 Budget to include additional funds to complete the purchase of a new ambulance. Previous Budget Amendment - \$200,000 plus additional funds of \$11,865 for a total appropriation of \$211,865. Funds will come from Fund 097 fund balance.]

11.

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 18th day of Dec	ember, 2018.	
PASSED AND APPROVED on this the	day of	, 201
EFFECTIVE DATE:	and a state of the	
Sam R. Fugate, Mayor		
ATTEST:		
Mary Valenzuela, City Secretary		
APPROVED AS TO FORM:		
Courtney Alvarez, City Attorney		



3500 Shelby Lane Denton, Texas 76207 GDN P115891 TXDOT MVD No. A115890 EIN 27-4333590

December 7, 2018

Adrian Garcia, Fire Chief Kingsville Fire Department 119 N 10th St Kingsville TX 78363

Proposal for Texas Edition Ambulance

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Kingsville Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Kingsville Fire Department and training on operation and use of the apparatus.

Description		Amount
No. 1, Texas Edition Type 1 Ambulance Ford, Ford, 2 Door, Ambulance, Type I		
Price guaranteed for 80 days. Delivery within 3-4 months of order date.	Vehicle Price	\$ 212,865.00
	Trade-In	(\$ 2,000.00)
	SUB TOTAL	\$ 210,865.00
	H-GAC Ambulance AM10-16	\$ 1,000.00
	TOTAL	\$ 211,865.00

Additional. One Kingsville Fire Department Representative included for the Final Inspection at factory in Orlando, Florida.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation. In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,	
Mike Collins Siddons-Martin Emergency Group, LLC	
i,proposed and agree to the terms of this p	the authorized representative of Kingsville Fire Department, agree to purchase the roposal and the specifications attached hereto.
Signature & Date	

AGENDA ITEM #2

City of Kingsville Police Department

TO:

Mayor and City Commissioners

CC:

Jesus A. Garza, City Manager

FROM:

Ricardo Torres, Chief of Police

DATE:

January 1, 2019

SUBJECT:

Donation to Communities in Schools Program from Chapter 59 Funds

Summary:

The police department is in receipt of a request for a donation to Communities in Schools, a non-profit organization, for the prevention and treatment of drug abuse.

Background:

I am in receipt of a letter from the Communities in Schools soliciting a donation for the Kingsville, Texas program. The Communities in Schools Program provides drug free services to at risk students in the hopes that they will stay drug free and stay in school and succeed. We here at the City of Kingsville Police Department have a longstanding relationship with CIS and would like to assist them in our goal.

Financial Impact:

Donation in the amount of \$5,000.00 to assist CIS with our mission to help young people to stay drug free and succeed.

Recommendation:

We request that our request be granted for our donation in the amount of \$5,000.00



KINGSVILLE POLICE DEPARTMENT APPLICATION FOR CHAPTER 59 DONATIONS

1.	APPLICANT'S NAME	ADDRESS	P	HONE	
2.	ORGANIZATION' NAME Communitie	S es In Schools ADDRES	S P.O. Box 331203	PHONE <u>361-696-4030</u>	
3.	disposition of forfei	lain what will be done w ted property under Chap ens it will affect in our co	oter 59 of the Texas C	o insure compliance with the Code of Criminal Procedure and	
and				been helping students stay in sc in school if given the opportu	
mea case they	surable proof that it managers work in t	ts efforts decrease drope the schools, directly add oors. CIS connects stu	out rates and increas ressing the risks that	on organization – the only one the likelihood of graduation. confront many students even be lies to critical community resou	Ou: efore
scho barr	ool and prepare for	life. We believe in the	hem, bring them ca	- they have one chance to do we ring relationships that help ren ons for success, no matter their	nove
lead Dep	ers of tomorrow in sartment Chapter 59	school today. CIS respe fund through the awa	ctfully request to be rd of \$5,000. This	n us as we strive to keep our you a partner with the Kingsville Powould allow CIS to coordinate of stay in school and succeed.	olice
life stud vari Dru	through the suppor ents attending scho ous methods such a g Free T Shirts with	t of the City of Kings ols in Kingsville Inder s but not limited to sm KPD being the sponso	ville Police Departn pendent School Dist all groups, wide sch r. The CIS program	of living a drug and chemical nent Force Chapter 59 Donation rict. The activities proposed of nool events and purchasing Brain will also disseminate information e, Child Abuse Month etc.	n to ffers hma
				Chief of Police	
			DATE:	TIME:	



October 16, 2018

Dear Friend of Communities In Schools,

Communities In Schools of the Coastal Bend (CISCB) invites you to become a sponsor for our 11th Annual 2019 Living Legends of Kingsville Roast & Toast benefiting the CISCB children attending Kingsville Independent School District & Riviera Independent School District. This year's honoree is "Hey, no worries, we got this!" Mr. Bill Colston. This exciting event will be held on February 16, 2019 at Texas A & M Kingsville Ballroom starting at 5:30 pm. It is a fundraising event that will include a silent & live auction, delicious dinner, and secrets revealed of Bill Coslton. The primary source of funding for 2019 Living Legends is from individual, corporate sponsors, and foundations.

Every nine seconds a young person in America drops out of school, losing his or her path to a better future. Because education and prosperity are inextricably linked, this crisis affects us all. These are all our children. For over 33 years Communities In Schools of the Coastal Bend has been helping students stay in school and achieve in life. We believe that every student can succeed in school if given the opportunity, support and resources. For many children, it is the first time in their life where they can learn to trust adults and be treated with dignity and the respect they deserve. The funds provided by this event will be used to provide snack packs, clothing, school supplies and activities for the children who are attending Kingsville and Riviera ISD's. It will help them to learn that there are people in the community who care about them and want them to succeed.

Your sponsorship will help assure the success of the Living Legends Evening. Enclosed please find more information on this exciting event and its sponsorship levels. Please do not hesitate to contact Jeannette Price at 361-672-0200 with any questions or concerns. The Living Legends Committee will be making follow-up calls and hope that we can count on your support.

Sincerely,

Year Claire Turcotte Manny Salagar Mr. Manny Salagar

RESOLUTION # 2019-

A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING THE RELEASE OF CHAPTER 59 FUNDS OF THE KINGSVILLE POLICE DEPARTMENT FOR DONATION TO COMMUNITIES IN SCHOOLS FOR DRUG ABUSE PREVENTION PROGRAMS.

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

WHEREAS, Communities in Schools is a non-profit organization working to (1) turn the tide against drug and alcohol abuse in the Kingsville community and (2) make a positive statement to our young people about living a drug-free and alcohol-free lifestyle by implementing a drug and alcohol prevention program for students attending schools in the Kingsville Independent School District, the community and their families; and

WHEREAS, Communities in Schools has developed a program called FOCUS (Focusing On Children Uniting against Substances) to educated students ages 5-17 and their families on short and long term effects of alcohol, tobacco and other drugs;

WHEREAS, the FOCUS program will also disseminate information at health fairs, PTA meetings, Red Ribbon Week, week without violence, Child Abuse Prevention Month, etc.

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

١.

THAT the City Commission authorizes the Kingsville Police Department to assist with a \$5,000 donation to the Communities in Schools from FY18-19 budget to help educate young people about living a drug-free and alcohol-free lifestyle. Communities in School will submit quarterly charitable contribution reporting forms to the Kingsville Police Department.

11.

THAT local elected representatives shall be encouraged to promote, endorse, and support Communities in Schools for the benefit of the community.

, 2019.	
ATTEST:	Sam R. Fugate, Mayor
Mary Valenzuela, City Secretary	
APPROVED AS TO FORM:	
Courtney Alvarez, City Attorney	

AGENDA ITEM #3

City of Kingsville Police Department

TO:

Mayor and City Commissioners

CC:

Jesus A. Garza, City Manager

FROM:

Ricardo Torres, Chief of Police

DATE:

January 2, 2019

SUBJECT:

Cooperative Working Agreement

Summary:

The police department is requesting to enter into a Cooperative Working Agreement with Crime Victims Services, A Division of Family Counseling Services.

Background:

Crime Victims Services, A Division of Family Counseling Services offers and provides services and assistance to victims of violent crime. They respond to the emotional and physical needs of crime victims, assisting victims in stabilizing their lives after a victimization, assisting victims to understand and participate in the criminal justice system, and providing victims with safety and security.

Financial Impact:

No cost associated with the Cooperative Working Agreement.

Recommendation:

We request that the City Commission approve of the Cooperative Working Agreement with Crime Victims Services, A Division of Family Counseling Services.



RESOLUTION #2019-

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A COOPERATIVE WORKING AGREEMENT WITH CRIME VICTIM SERVICES, A DIVISION OF FAMILY COUNSELING SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") promotes the health and safety of the community and supports City departments in efforts to partner with other agencies to improve communication strategies and services for citizens;

WHEREAS, the City's Police Department has worked to develop a Cooperative Working Agreement with Crime Victim Services ("CVS"), a Division of Family Counseling Services, who offers and provides services and assistance to victims of violent crimes;

WHEREAS, the CVS responds to the emotional and physical needs of crime victims and assists them in various ways;

WHEREAS, the there is no financial impact to the City under the terms of the Cooperative Working Agreement;

WHEREAS, the Chief of Police would be the authorized signatory for the Kingsville Police Department's participation in the agreement.

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

1.

THAT the Chief of Police is authorized and directed as an act of the City of Kingsville, Texas to enter into a Cooperative Working Agreement with Crime Victim Services, a Division of Family Counseling Services, in accordance with Exhibit A hereto attached and made a part hereof.

11.

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

THAT this Resolution shall be and become effective on and after adoption.
PASSED AND APPROVED by a majority vote of the City Commission on the 14th day of January , 2019.
Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary APPROVED AS TO FORM:
Courtney Alvarez, City Attorney

Crime Victim Services

A Division of
Family Counseling Service
3833 S. Staples, Suite S203
Corpus Christi, Texas 78411
361-852-7540 • 800-607-HAND

Cooperative Working Agreement

The primary objective of Crime Victim Services, A Division of Family Counseling Service, is to offer and provide services and assistance to victims of violent crime within the Coastal Bend area of Aransas, Bee, Duval, Jim Wells, Kenedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio counties, by responding to the emotional and physical needs of crime victims, assisting victims in stabilizing their lives after a victimization, assisting victims to understand and participate in the criminal justice system, and providing victims with safety and security.

Both organizations listed below agree to work cooperatively in responding to the needs of crime victims through the dissemination of information regarding the most appropriate services for victims and through assistance in securing those services.

Family Counseling Service	David Schroll	Executive Director
Applicant Organization	Authorized Official	Title
	DA118	(361) 852-9665
Signature of Authorized Official	Date	Phone Number
Cooperating Organization (Print)	Authorized Representative (Print)	Title (Print)
Signature of Authorized Representative	Date	Phone Number

AGENDA ITEM #4

City of Kingsville Parks & Recreation Department

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Susan Ivy, Director of Parks & Recreation

DATE: January 8, 2019

SUBJECT: Agenda Request – Receipt of donations for Healthy Family Events

Summary: We are requesting that Commission authorize the receipt of a \$2500.00 donation from Kleberg County Sheriff's Department, \$2500.00 from the South Texas Crimes & Narcotics Task Force and \$500.00 from Castaneda Clinic for our Healthy Family Partners' Events.

Background: In a previous meeting we have provided information regarding our fundraising campaign "Healthy Family Partners Events" to assist with our annual recreational programming. We have received checks from Kleberg County Sheriff's Department, South Texas Crimes and Narcotics Task Force and Castaneda Clinic to become Partners. Additional donations from the Healthy Family Partners are still coming in.

Financial Impact: These donations will increase our funds available for recreational programming by \$5,500.00.

Recommendation: We ask that Commission authorize the receipt of \$5,500.00 in donations and approve the associated budget amendment needed to record the funds in the Parks Department line item for recreational programming 001-5-4513-31499.



REGULAR AGENDA

AGENDA ITEM #5

City of Kingsville Planning and Development Services

TO:

Mayor and City Commissioners

CC:

Jesus Garza, City Manager

FROM:

Tom Ginter, Director

DATE:

January 3, 2019

SUBJECT:

Special Use Permit request for a daycare at 1900 Shelly

Summary:

The applicant Alejandra Montiel, who resides at 1900 Shelly is requesting a Special Use Permit to operate a daycare at this residence. Because she is wanting to move into another house and make this residence just a daycare and since it is zoned R1 requires her to obtain a Special Use Permit to allow her to operate a daycare.

Background:

Alejandra Montiel has been operating a daycare out of her residence for approximately two years. Since she has been living in the house she has been under the home occupation ordinance. Now Alejandra wants to move into another home and continue to operate a daycare at 1900 Shelly. In Appendix A of our Land Use Tables which is enclosed and noted shows that a daycare can operate in a R1 zoning, if a Special Use Permit is obtained. To obtain a Special Use Permit the application has to be reviewed by the Planning and Zoning Commission and approved by the City Commission. The review by the City Commission should focus on compatibility to the neighborhood. While I understand that there may be a question regarding the operations, the City has no authority when it comes to daycares. That is the responsibility of the State, specifically the Health and Human Services Commission. It is within our scope as to traffic concerns concerning the daycare. Just a reminder that it has been operating as a daycare for approximately 2 years and we have received no complaints regarding traffic. Since I wasn't able to attend this meeting, I have included the minutes from the Planning and Zoning Commission meeting. The minutes do state that she will be able to add more children and in turn hire additional staff to watch the additional children.



City of Kingsville Planning and Development Services

Financial Impact:

I believe that there will be minimal impact for the city in either a positive or negative way.

Recommendation:

The Planning and Zoning Commission voted 4 to 1 to recommend approval of the Special Use Permit as submitted by Alexandra Montiel at 1900 Shelly Blvd. Kingsville, Texas.



CITY OF KINGSVILLE PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)	
Project Address 1900 Shelly	Nearest Intersection Ailsic Dr
(Proposed) Subdivision Name	LotBlock
Legal Description:	
Existing Zoning Designation	_ Future Land Use Plan Designation
OWNER/APPLICANT INFORMATION: (Please PRINT or	TYPE)
	Phone 361-721-5412 FAX N/A
Email Address (for project correspondence only): $\widehat{\mathcal{A}}^{\wp}$	
Mailing Address 1900 Shelly City	Kingsville State Tetas Zip 78363
•	Phone 361-219-5815 FAX N/A
Email Address (for project correspondence only): <u>@ () . (</u>	muttel abstractions
Mailing Address 1400 Shelly Ci	ty Kingsville State Texas Zip 78363
Select appropriate process for which approval is sought.	Attach completed checklists with this application.
Annexation RequestNo Fee	Preliminary PlatFee Varies
Administrative Appeal (ZBA)\$250.00	Final PlatFee Varies
Comp. Plan Amendment Request\$250.00	Minor Plat\$100.00
Re-zoning Request\$250.00 &UP Request/Renewal\$250.00	Re-plat\$250.00
Zoning Variance Request (ZBA)\$250.00	Vacating Plat\$50.00
	Development Plat\$100.00 Subdivision Variance Request\$25.00 ea
Please provide a basic description of the proposed projection of the projection of t	ct:
	amined this application and know the same to be
	\(\frac{1}{2} \)
Accepted by. 7. 16.16.16.	Date: (- 3 - 8

To: Planning and Zoning Commission

From: Tom Ginter, Director

Date: December 13, 2018

Subject: Agenda Item #1

This information relates to both items that pertain to the special use permit request. As required a public hearing is necessary for this item. Currently Alexandra Montiel conducts a daycare out of her home at 1900 Shelly Blvd. She lives there so our Home Occupation ordinance gives us the guideline as to that use. This request concerns that she wants to live in another home but continue the day care at 1900 Shelly. In Appendix A of our Land Use Table which is enclosed and noted, a daycare can be operated in an R1 zoning which this is allowed, if a Special Use Permit is obtained. Consequently that is the reason for the request is to have a daycare in her home which is in a R1 zoning district.

At the writing of this memo I have had one phone call from a neighbor with concerns about it becoming a daycare only. She lives there now while they are conducting the daycare but to her this changes the perspective. Obviously KISD is across the street so they have not responded at this point.

While our review should focus on compatibility to the neighborhood it is likely that a concern may involve how it is operated. Just a reminder the city has no regulatory authority on how daycares are operated, this is the responsibility of the State, specifically the Health and Human Services Commission.

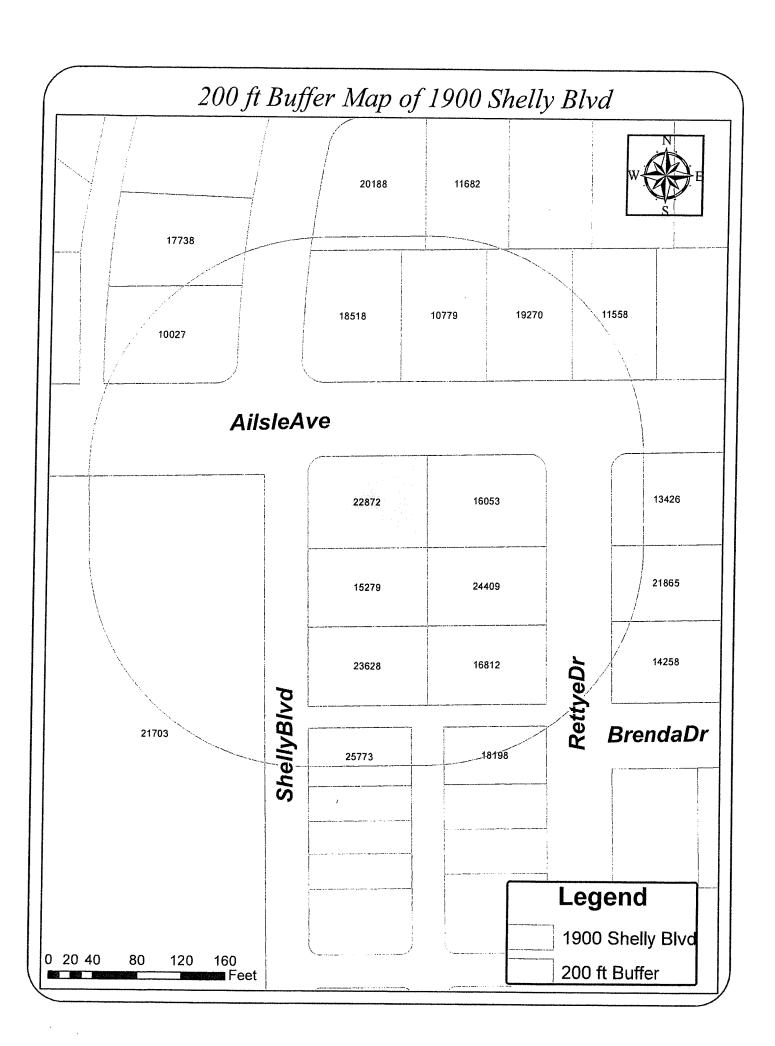
I would add that it is within our scope as to how traffic related concerns will be managed. Since it is being operated now as a daycare is their an expected increase in traffic etc. if this gets approved. You may have other questions when it is meeting time. If I receive any other phone calls I will let you know.

ingsville, TX Code of Ordinances [codes] - Sec. 1. - Land use chart. | Municode Library Page 3 of 14

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Private swimming pool	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Р
Home Occupation	Р	Р	Ρ,	Р	Р							Р
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Home, halfway house, or other group dwelling for alcoholic, narcotic, psychiatric patients or felons and delinquents		S	S	S		P	S					S



10/20/2017



W & M ALLEN HOLDINGS LLC 621 GENREAL CAVAZOS BLVD KINGSVILLE, TX 78363-7208 #17738

JAMES DALTON GREENWELL ETUX ELIZABETH 1307 MICHAEL ST KINGSVILLE, TX 78363-6952 #11682

> CELINA R SAENZ 1314 E AILSIE KINGSVILLE, TX 78363 #19270

WILLIAM P TURNER ETUX SHERRY L 1901 RETTYE DR KINGSVILLE, TX 78363-6961 #16053

JAMES D ARNOLD ETUX JUDY J ARNOLD 1908 SHELLEY ST KINGSVILLE, TX 78363-6966 #23628

CHING JU SHA ETUX CHILEAN 1911 RETTYE DR KINGSVILLE, TX 78363-6961 #18198

GERARD A RANGEL ETUX GLORIA S 1908 RETTYE DR KINGSVILLE, TX 78363-6962 #14258 BEATRIZ G ORTIZ 1829 JEROME ST KINGSVILLE, TX 78363-6940 #10027

ZELMA G SALINAS 1302 E AILSIE AVE KINGSVILLE, TX 78363-6905 #18518

BKEE PROPERTIES, LLC 6823 RANGER CREEK ROAD BOERNE, TX 78006 #11558

RODEMIRO RUIZ JR ETUX GARCIA 1904 SHELLEY ST KINGSVILLE, TX 78363-6966 #15279 OTTO LOONEY AND MARY C LOONEY

1909 RETTYE DR
KINGSVILLE, TX 78363-6961
#16812

JUANITA HILL 1900 RETTYE DR KINGSVILLE, TX 78363-6962 #13426 JOE L CUSACK 1301 MICHAEL ST KINGSVILLE, TX 78363-6952 #20188

MARIA GUADALUPE MOLINA 1308 E AILSIE AVE KINGSVILLE, TX 78363-6905 #10779

K I S D PO BOX 871 KINGSVILLE, TX 78364-0871 #21703

RICARDO GARZA
ETUX LOIS DIANE
1905 RETTYE DR
KINGSIVLLE, TX 78363-6961
#24409
BKEE PROPERTIES, LLC
6823 RANGER CREEK ROAD
BOERNE, TX 78006

EDUARDO MEDRANO 1904 RETTYE DR KINGSVILLE, TX 78363-6962 #21865

#25773

Kleberg CAD

Property Search Map Search

Property Search Results > 22872 MONTIEL OMAR for Year 2018

Property

Account

Property ID:

22872

Legal Description: CARRIAGE PARK, BLOCK 1, LOT 1

Geographic ID:

Type:

Property Use Code: Property Use Description:

Location

Address:

1900 SHELLY BLVD

109900101000192

Mapsco:

Agent Code:

ΤX

Neighborhood:

Map ID:

В2

Neighborhood CD:

Owner

Name: Mailing Address: MONTIEL OMAR

Owner ID:

57271

1900 SHELLEY ST % Ownership: 100.0000000000%

KINGSVILLE, TX 78363-6966 Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$128,000	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$17,000	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$145,000	
(–) Ag or Timber Use Value Reduction:	_	\$0	
(=) Appraised Value:	=	\$145,000	
(–) HS Cap:	_	\$0	
(=) Assessed Value:	=	\$145,000	

Taxing Jurisdiction

Owner:

MONTIEL OMAR

% Ownership: 100.0000000000%

Total Value:

\$145,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$145,000	\$145,000	\$0.00
CKI	CITY OF KINGSVILLE	0.830000	\$145,000	\$145,000	\$1,203.50
GKL	KLEBERG COUNTY	0.781450	\$145,000	\$145,000	\$1,133.10
SKI	KINGSVILLE I.S.D.	1.518900	\$145,000	\$145,000	\$2,202.41
WST	SOUTH TEXAS WATER AUTHORITY	0.086664	\$145,000	\$145,000	\$125.66
	Total Tax Rate:	3.217014			
				Taxes w/Current Exemptions:	\$4,664.67
				Taxes w/o Exemptions:	\$4,664.67

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 2095.0 sqft Value: \$128,000

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	MM5	EW5	1976	2095.0
OP3	OPEN PORCH BETTER (25%)	*		1976	16.0
CNC	CONCRETE SLAB RESIDENTIAL	*		1976	112.0
SWF	SWIMMING POOL (FLAT VALUE)	FV		0	544.0
STGL	STORAGE FRAME (LOW)	*		0	60.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.2146	9350.00	85.00	110.00	\$17.000	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$128,000	\$17,000	0	145,000	\$0	\$145,000
2017	\$137,340	\$17,000	0	154,340	\$0	\$154,340
2016	\$137,340	\$17,000	0	154,340	\$0	\$154,340
2015	\$137,340	\$17,000	0	154,340	\$0	\$154,340
2014	\$109,870	\$17,000	0	126,870	\$0	\$126,870
2013	\$109,870	\$17,000	0	126,870	\$0	\$126,870
2012	\$109,870	\$16,830	0	126,700	\$0	\$126,700
2011	\$19,070	\$16,830	0	35,900	\$0	\$35,900
2010	\$105,860	\$16,830	0	122,690	\$0	\$122,690
2009	\$97,390	\$16,830	0	114,220	\$0	\$114,220
2008	\$117,230	\$16,830	0	134,060	\$0	\$134,060
2007	\$101,940	\$16,830	0	118,770	\$0	\$118,770
2006	\$101,940	\$16,830	0	118,770	\$1,532	\$117,238
2005	\$89,750	\$16,830	0	106,580	\$0	\$106,580

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/29/2011	GWDW/VL	GENERAL WARRANTY DEED W/VENDORS LEIN	BRAVENEC JERRY W	MONTIEL OMAR	463	530	•
2	3/23/2011	SPWD	SPECIAL WARRANTY DEED	SECRETARY OF VETERANS AFFAIRS	BRAVENEC JERRY W	448	218	
3	2/9/2011	WD	WARRANTY DEED	CITIMORTGAGE INC	SECRETARY OF VETERANS AFFAIRS	446	245	

Questions Please Call (361) 595-5775

Website version: 1.2.2.14

Database last updated on: 11/12/2018 8:21 PM

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Kingsville Chorale Christmas concert set for Sunday

This Sunday, the Kingsville Chorale will hold its annual Christmas concert at Texas A&M University-Kingsville's Jones Auditorium, Dubbed "Christmas Comes Anew." the concert will feature TAMUK students and Kingsville community members joining together to sing holiday classics and standards.

"It's a relatively traditional concert," Kenneth Williams, TAMUK professor of music and director of choral activities,

Williams has directed the Kingsville Three Ships," and "The First Noel," Chorale since 2013, the same year the group changed its name from the Kings-Williams said. ville Community Choir. He said the cho-rale consists of "our chamber singers, our concert choir and some members from the community."

"It didn't originate with me," Williams said. "Over the years, there have been several different conductors. It goes back certainly decades, but I'm not sure how

far back it goes."

Musical selections for this year's concert include "God Rest Ye Merry Gentlemen," "What Child is This," "I Saw

"Our community people have been working on (the music) since September, and the students have been working on it for the most part since October," he

Williams said the concert will also feature three selections from Handel's "Messiah." He said while the music selections consist of holiday classics, the group varies the program for each annual Christmas concert. hristmas concert.

said. "With a couple of exceptions."

The Kingsville Chorale "Christmas
Comes Anew" concert will begin at 4 p.m. Sunday, Dec. 2, at Jones Auditori-um.

m. Tickets for the concert are available for \$10 each at the main office of TAMUK's Bollamah Music Building, Coldwell Banker Real Estate and at the door on the day of the event.

For more information, contact Kenneth Williams at (361) 593-2814 or at kenneth williams@tamuk.edu.

Anthony Ruiz can be contacted at arniz@ "It's different music every year," he king-ranch.com or (361) 221-0251.

Children's Snow Day kicks off La Posada activities

While weather forecasts are predicting 80-degree tempera-tures, families visiting the pavil-ion in Downtown Kingsville this Saturday will experience a Winter Wonderland during the City of Kingsville's annual Children's Snow Day.

"There's going to plenty to do, both in and out of the snow," Su-sun Ivy, director of the Kingsville of snow, provided by San Anto-

Kingsville activities, Children's Snow Day gives local youth an opportunity to play around in trucked-in real snow. The Kingsville Parks and Recreation Department, Christus Spohn Hos-pital Kleberg and the Kingsville Healthy Family Partners spon-

more than was used at last year's

"Last year, we had 30,000 pounds (of snow)," Ivy said.
Snow activities include a play

area where children can build snowmen, make snow angels and throw snowballs around. Ivy said the size of the play area has been

increase from last year's event.
"One of our missions this year

is to cut the time that people are standing in line," Ivy said. "And we're going to try to put lines at each corner so that there's not just one big line." Children's Snow Day will also feature a snow slide where attenders can rithe days a

attendees can ride down a snow-covered incline using an inner tube.
"The snow slide was really

popular last year," Ivy said. In addition to the snow, at-tendees can participate in several

Christmas arts and crafts activities and games, face painting and have their photos taken with Santa.

Santa.

"And we're giving away hot chocolate and cookies," Ivy said.

"There will be plenty going on."

Children's Snow Day will be at

the Downtown Pavilion in Kings-ville from 10:30 a.m. to 2:30 p.m. this Saturday, Dec. 1.

Anthony Ruiz can be contacted at aruiz@king-rancli.com or (361) 221-

Superintendent

superintendent position with Mission Con-

solidated ISD in late July.

Bera began her teaching career with Austin ISD in 1977 and served as an elementary principal with the school district from 1983 to 1996. After working as an intermediate principal with San Antonio ISD from 1996 to 1998, she was employed as the national field director for Expeditionary Learning Outward Bound for one year, and then as a senior education associate with the Intercultural Development Research Associa-

tion for five years.

Bera then served as a middle and high Bera then served as a middle and high school principal for East Baton Rouge Par-ish for four years before joining Judson ISD in San Antonio in 2008, working as an exec-utive director of secondary curriculum and instruction, assistant superintendent and distruction.

deputy superintendent.
She holds a bachelor's degree in elemenlary education from the University of Texas at Edinburg as well as two master's de-grees, in curriculum and instruction as well as in educational leadership, from UT-Aus-

In an interview conducted Tuesday morning, Bera said what attracted her to Kingsville ISD was that she felt she could a difference in the district.

with schools that were struggling, and I've been able to turn them around," she said. "And looking at a district and making that kind of a difference appealed to me.

Bera said she is bringing the knowledge and skills she has accumulated and utilized throughout her 40-year career to Kingsville

"I really do want to make a difference in this community," she said. "I don't see this as a stepping stone. I'm not here to serve for a couple of years and then leave. I plan on

a couple of yours and then reave. I plan on sticking around for as long as I can."

In August, Kingsville ISD received an "F" in the 2018 state accountability ratings released by the Texas Education Agency. It was one of only 16 multi-campus districts and charter districts in the state to receive n "F" rating.

Bera said she had no concerns about tak

ing over Kingsville ISD as the district works to improve its accountability rating. "We can get there," she said. "We're very

"The schools are doing what they're sup-posed to," she added. "Elementary has it. They just need a little bit of tweaking here and there, and it's going to happen. But the school that carries the district is the high school, and that's where I need to put my

After being named lone finalist, Bera said she began working with the district as a consultant during the mandatory 21-day waiting period before she could be hired. During that time, she said she met campus principals, with her main focus being on

"And people might have the impression that's all I care about," she said. "But I care about people, and I care about our students. That is something that I want to make clear to the whole community - I've been hired by the board to be an advocate for stu-

Also during her time working as a consultant, Bera said while she was out shopping and exploring the area, she was listen-ing to people's opinions of Kingsville ISD. "I just wanted to hear anonymously what they thought about the district," she said.

"From people who were being very frank, not knowing that they were talking to (the superintendent), so I was able to get a very frank and honest view of not only the dis-

trict but of the community."

Bera said she wants to continue to hear from the Kingsville community, and KISD employees, as she settles into her role as superintendent.

"Right now, I'm setting up meetings with the teachers next week," she said. "One day

for elementary, one day for middle and one day for high school, and then one evening for the community to come in and just get to know me. Ask me whatever you want to

Bera said that she has an open-door policy with the community and her employees even going so far as to have a new glass door constructed in her office earlier this

week.
"I don't mind drop-ins," she said. "That's "I don't mind drup-ins," she said. "That's why I have this door. I'm used to people just drupping in and talking, so when I sat in this office and didn't see a door, I knew that had to change."

As for her priorities, Bera said she created a new definition for the acronym of "KISD" that she wants the district, and hopefully the Kingsville community, to follow. Keep students first: Inspring Saw focused; and

students first; Inspire; Stay focused; and Deliver success

"We need to keep those four letters in mind," she said. "Because that's what we're

Bera's contract with Kingsville ISD will an through the 2020-21 academic year. KISD board vice-president Brandon Greenwood was not present for Monday's special meeting.

Anthony Ruiz can be contacted at arniz@

king-rands.com or (361) 221-0251.

La Posada



King Ranch donated \$3,000 to La Posada de Kingsville this month with proceeds from the annual Ranch Hand Breakfast. Pictured, from left, are City of Kingsville Tourism Director Janine Reyes, City of Kingsville Tourism Administrative Assistant Alicia Tijerina, King Ranch Controller and La Posada de Kingsville President Daniel Morales, King Ranch Area Manager Bob Cleek, City of Kingsville Parks and Recreation Manager Susan Ivy, and La Posada board member Lisa Munoz. (Submitted photo)

is \$25, and registration forms are available at the Kingsville Visitors Center, the Kingsville Chamber of Commerce, or online at LaPosadaDeKingsville.com.

or online at LaPosadaDe Kingsville.com. Although the annual lighted parade is the highlight of La Posada de Kingsville, several other events will be held in connection with La Posada.

On Friday, a La Posada Bake-off will be held at the Kingsville Visitors Center. Winners will be chosen from the following categories: Pan de Polvo, Young Eakers (up to 8 years old), Junior Bakers (up to 8 years old), Junior Bakers (ages 9-16), and Adult. Entry forms are available at the Kingsville Visitors Center, City Hali and the Kingsville Chamber of Commerce. Items must be dropped off between 10-11 am. on Fridropped off between 10-11 am. on Fri dropped off between 10-11 am. on Fri-day. Results will be announced at 12:30

Also on Friday, a Wreath Decorating

Contest will be held at the 1904 Train Depot Museum. Entries will be accepted from 10 a.m. to 4 p.m., and results will be announced at 5:30 p.m.

On Saturday, a Festival of Lights will be held in the 100 block of East Kleberg Ave. from 10 a.m. to 4 p.m. The event will include arts and crafts vendors. Live music provided by Serjio & Ropin' the Wind will begin at 3 p.m. and run

through 6 p.m.

La Posada is funded in part through proceeds from the annual Ranch Hand proceeds from the annual Ranch Hand Breakfast. This year, the King Ranch do-nated \$5,000 to La Porsada de Kingsville to assist with hosting and promoting a series of holiday events for all ages. The complete schedule of La Posada de Kingsville events can be found at LaPosadaDeKingsville.com or on Face-book at La Reada de Kingsville.

book at La Posada de Kingsville.



PUBLIC HEARING NOTICE

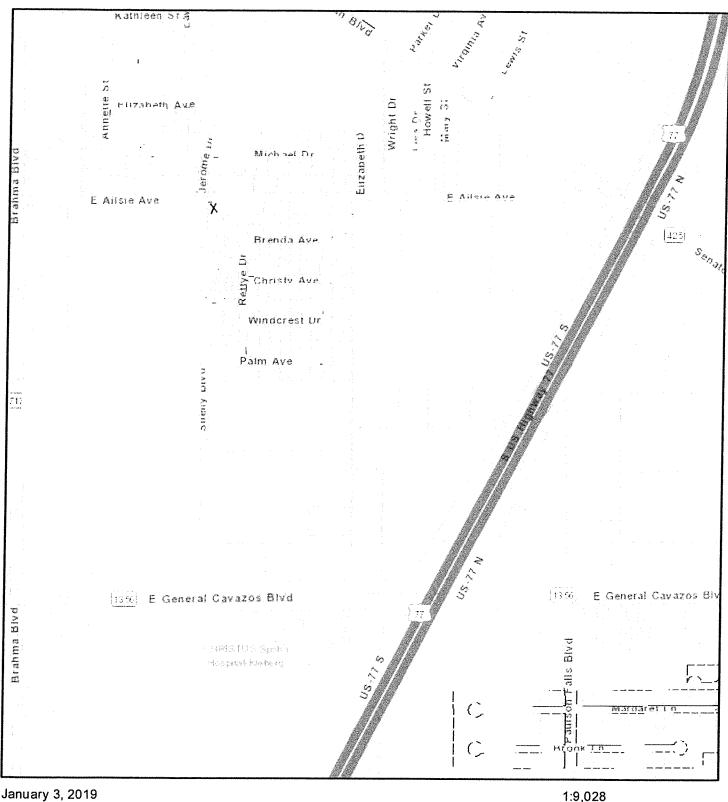
The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 19, 2018, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Alejandra Montiel, owner and applicant, requesting a Special Use Permit to use entire home for daycare only located at Carriage Park, Block 1, Lot 1, also known as 1900 Shelly Blyd, Kingsville, Texas, 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, January 14, 2019 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: Aleiandra Montiel, owner and applicant, requesting a Special Use

Permit to use entire home for daycare only located at Carriage Park, Block 1, Lot 1, also known as 1900 Shelly Blvd, Kingsville, Texas. 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.



X- 1900 Shelly - Address of Applicant
All the yellow is RI Zoning

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

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

PLANNING AND ZONING COMMISION MEETING MINUTES December 19, 2018

Planning and Zoning Members Present

Steve Zamora Lupe Alvarez Debbie Tiffee Mike Klepac Brian Coufal

Citizens Present

Staff Present

Alejandra Montiel

Cynthia Martin, Downtown Manager

Gracia S. Ruiz

Stephannie Resendez, Administrative Assistant II

Yolanda Zapata

1. The meeting was called to order at 6:00 p.m.

2. Discuss and take action on the meeting minutes of last meeting.

Lupe Alvarez made a motion to approve the minutes of the November 7, 2018 meeting as presented. Debbie Tiffee seconded. All in favor; none opposed. Motion Carried.

- 3. Miscellaneous/Public Comments on or off the agenda. None.
- 4. Old Business/Postponements None.

to each room.

New Business –

5. Public Hearing on granting a Special Use Permit for Alejandra Montiel, owner and applicant, to use entire home for a daycare only, located at Carriage Park, Block 1, Lot 1 also known as 1900 Shelly Blvd, Kingsville, Texas.

Cynthia Martin told the board that Mr. Ginter had made it clear in the memo and emphasized that the city has no regulatory authority on how daycares are operated. If there are issues with the daycare, it is a state problem. The applicant, Alejandra Montiel, approached the podium and stated that there was another daycare in town that was granted a Special Use Permit in 2003. It's an R1, Single Family, and it was approved to have the home be used entirely as a daycare as long as the family doesn't live at home. Ms. Montiel continued and stated that is what she and her husband are considering using their home for a daycare. Ms. Montiel stated that it would be 4-5 children to a room with a teacher

Lupe Alvarez asked where the home Ms. Montiel was speaking about was located, Ms. Montiel stated that it was on 21st Street. Mr. Alvarez then asked how long it had been there, Ms. Montiel stated that they had been awarded the SUP in 2003.

Steve Zamora asked the applicant if she currently lived in the house, the applicant replied that she did but would be moving out. Mr. Zamora asked what her hours were going to be, Ms. Montiel stated that it is open Monday-Friday from 7:00 AM -5:30PM. Ms. Montiel continued and stated that she lived in a corner lot, so parking was not an issue. The parents drop and pick up children at different times. It takes no more than two minutes to drop off or pick up a child.

Mr. Alvarez asked the applicant how many additional children she would add, Ms. Montiel stated that it will be 9 more children.

Mr. Coufal asked if having 9 more children will cause a traffic issue, Ms. Montiel commented that the children are dropped off and picked up at different times. Mr. Alvarez commented that he had driven by the property and stated that he never saw traffic at her house. His concern is people in the area if they want to have a full-time daycare.

Stephannie Resendez told the board that she received one phone call that was for the Special Use Permit.

Gracia Ruiz approached the podium and voiced her concerns regarding the Special Use Permit. Ms. Ruiz stated that there is a high volume of traffic on Shelly street. There are three schools that contribute to the traffic which makes the corner very unsafe both in the morning and afternoon. Ms. Ruiz continued and stated that the applicant was generating more trash which overfilled the trashcans. Ms. Ruiz stated that she had no problem with the applicant having the daycare and her issues were with traffic and safety.

*6. Discuss and Consider Action on granting a Special Use Permit for Alejandra
Montiel, owner and applicant, to use entire home for a daycare only, located at
Carriage Park, Block 1, Lot 1 also known as 1900 Shelly Blvd, Kingsville, Texas.

Mr. Zamora asked what the recommendation from staff was, Ms. Martin replied that Mr. Ginter did not make a recommendation.

Mr. Coufal stated that the applicant was not the cause of all the traffic in the area. Mr. Coufal asked the applicant in addition to the 9 children; how many more employees was she going to have. Ms. Montiel replied that there will be 3 more employees. Mr. Coufal commented that they could potentially be a traffic problem. Ms. Montiel replied that her driveway fits three cars. Mr. Coufal commented since they will use the driveway that won't be an issue and continued

to say that if the applicant won't live in the home, she will not be generating regular household trash. Mr. Alvarez asked the applicant how long she had been operating in the area, Ms. Montiel stated two years. Mr. Alvarez asked if she had ever had any issues, the applicant replied no.

Debbie Tiffee made a motion to approve the request for a Special Use Permit for Alejandra Montiel located at Carriage Park, Block 1, Lot 1 also known as 1900 Shelly Blvd. Lupe Alvarez seconded. Lupe Alvarez, Steve Zamora, Debbie Tiffee, Brian Coufal voted Yes. Mike Klepac voted No. Motion Carried.

7. <u>Discuss and Consider Action on changes to the Sign Regulation Ordinance 15-6-115</u> to 15-6-132

Ms. Martin told the board what prompted the changes in the sign ordinance which was to reduce sign clutter, improve the appearance of the downtown and make the signage a little more effective. Ms. Martin stated that the proposed changes were brought to the Main Street Advisory Board and discussed. The additional verbiage is marked in yellow and anything that is marked through will be taken out. Ms. Martin went over the change under the section Identification Signs Permitted and stated that sandwich boards were already allowed but the new language clarifies it. The next addition is hanging signs. With the window signs, Ms. Martin stated they are considering the window graphics with the restriction that it doesn't cover 30% of the total glass area. Ms. Martin continued with the prohibited and exempt signs. Ms. Martin then went over the definition section of the ordinance.

Mr. Coufal commented that a definition was missing for handmade or professional signs, Ms. Martin agreed that it was a little vague. Mr. Coufal recommended it be changed to handwritten or just handmade or non-professional signs without the expressed permission of the pre-approving body.

Debbie Tiffee made a motion to approve the changes of the Sign Regulation Ordinance 15-6-115 to 15-6-132. Mike Klepac seconded. All in favor; none opposed. Motion Carried.

8. Miscellaneous: None

9. Adjournment - Meeting adjourned at 6:45 PM

ORDINANCE NO. 2019-	
---------------------	--

AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR 1900 SHELLY BLVD. (LOT 1, BLOCK 1, CARRIAGE PARK) TO USE ENTIRE HOME FOR A DAYCARE FACILITY ONLY; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission it's reports and recommendations concerning the application of Alejandra Montiel, property owner, for amendment to the zoning map of the City of Kingsville;

WHEREAS, the property is currently zoned R1-Single Family Residential District and it is desired for the area to be used exclusively as a daycare facility;

WHEREAS, the City Code of Ordinances, Chapter XV-Land Usage, Appendix A- Land Use Categories states that in R1 a special use permit is required to have a day nursery or kinder (day care facility); and

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

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, December 19, 2018, during a meeting of the Planning Commission, and on Monday, January 14, 2019, during a meeting of the City Commission, in the Helen Kleberg Groves Community Room/Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, a majority of the Planning Commission voted 4-1 to APPROVE, the requested special use permit; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a Daycare Facility on the premises known as 1900 Shelly Blvd., Lot 1, Block 1, Carriage Park, as more specifically describe on site plan attached as Exhibit A.

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

- 1. ALLOWED USE: The only uses authorized by this Special Permit other than the permitted "R1" Single Family District uses is as a Daycare Facility.
- 2. STATE LICENSE: The premises or operator be licensed or registered by the State of Texas to have a Daycare Facility.
- 3. TIME LIMIT: This Special Permit is good for the duration of the business from the date of this ordinance unless the property is not being used for the purpose outlined in Condition 1 or any other conditions have not been complied with.
- 4. SPECIAL CONDITION: The applicant shall obtain all required background checks, business licenses and cooperation with all annual fire safety, health, and sanitation inspections, as required by the Department of Family and Protective Services and the City of Kingsville, in order to maintain compliance with state and city regulations for the day care facility.
- **SECTION 3.** That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendment to the Zoning Ordinance made by Section 1 of this ordinance.
- **SECTION 4.** That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.
- **SECTION 5.** That to the extent that this amendment to the Zoning Ordinance represents a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.
- **SECTION 6.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.
- **SECTION 7.** That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the 14th day of	f <u>January,</u> 2019.
PASSED AND APPROVED on this the	28th day of <u>January,</u> 2019.
Effective Date:	, 2019

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary
mary valenzacia, etcy ecolotally
APPROVED AS TO FORM:
Courtney Alvarez, City Attorney

AGENDA ITEM #6

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:

January 3, 2019

SUBJECT:

Review of Preliminary Plat and Final Plat for Escondido Ranch No. 3 in our ETJ

(Extra Territorial Jurisdiction)

Summary: In June of 2005, Kleberg County and the City of Kingsville entered into an agreement by which developments in our ETJ (Extra Territorial Jurisdiction) can be reviewed and approved by the Planning and Zoning Commission and the City Commission. Just a reminder that review and approval of the preliminary plat and the final plat are the only responsibility we have concerning a development. The City will have no other involvement such as collecting a building permit or making inspections during construction.

Background: S & S Construction has submitted a preliminary and final plat for Escondido Ranch No. 3. Enclosed is a layout of the entire subdivision with No.1 and No.2 already being approved. Escondido Ranch No. 3 will be similar to No. 2. There is also a map showing the development and its relationship to the city limits of Kingsville. Here is additional information on the submittal of Escondido Ranch No.3:

- 1. The street will be built to city standards
- 2. Drainage will be accounted for, as in this case the water should flow to the south from the street, through the cul de sac as depicted on the plat. Enclosed is a FIRM map which reflects that the southern edge of the cul de sac, is near the water way. The developer will have to account for this when construction starts.
- 3. The homes will be on city water, as will be No. 2.
- 4. The homes will be on private sewer systems (septic tanks) again as No. 2 is.
- 5. There will be 18 lots, each lot will be ¾ of an acre in size.
- There will be two fire hydrants in the middle of this particular development



City of Kingsville Department of Planning and Development services

- 7. One street light in the middle of the development
- 8. The Commissioner's Court has reviewed and approved the preliminary and final plat.
- 9. If approved and filed the developer will then provide to the City, construction plans for the infrastructure
- 10. At this time both plats the preliminary and final are the same

Financial Impact: While there will be no property tax increase it is safe to say that if the development provides housing for someone new to the area, it will provide additional sales tax revenue. It will add property tax revenue to Kleberg County.

Recommendation: The Planning and Zoning Commission voted 5 to 0 to recommend approval of the preliminary and final plat with no changes.



CITY OF KINGSVILLE PLANNING AND ZONING DIVISION MASTER APPLICATION

	PRINT or TYPE)			
Project Address <u>E&Londido & (</u>	IR 1030	_ Nearest Intersection	Sane	
(Proposed) Subdivision Name Esco	dias Rand	h TTT_Lot	Block	-
Legal Description: Block EScon	dido Ronch	Env. 182 Plat	Cabihul H.	
Existing Zoning Designation Ag	**************************************	Future Land Use Pla	n Designation <u>ර</u> ා	b
OWNER/APPLICANT INFORMATION:	-	·		
Applicant/Authorized Agent Charl				
Email Address (for project corresponde				
Mailing Address 908. W. Deca T.		•		
Property Owner S&S Kingsuil	1e Const	Phone <u>361-455</u>	774 6 FAX	
Email Address (for project corresponde	ence only):			
Mailing Address P.O. Box 1333	c	ity <u> Cingsull</u>	State	Zip_78364
Select appropriate process for which a	pproval is sought	. Attach completed ch	necklists with this ar	polication.
Annexation Request			y Plat	
Administrative Appeal (ZBA)		Final Plat_		Fee Varies
Comp. Plan Amendment Request		Minor Plat		\$100.00
				\$250.00
Re-zoning Request	\$250.00			
SUP Request/Renewal	\$250.00	Vacating P	lat	\$50.00
SUP Request/RenewalZoning Variance Request (ZBA)	\$250.00 \$250.00	Vacating P Developme	lat ent Plat	\$50.00 \$100.00
SUP Request/Renewal Zoning Variance Request (ZBA) PUD Request	\$250.00 \$250.00 \$250.00	Vacating P Developm Subdivision	lat	\$50.00 \$100.00
SUP Request/RenewalZoning Variance Request (ZBA)	\$250.00 \$250.00 \$250.00 e proposed proje	Vacating P Developm Subdivision ect:	lat ent Plat	\$50.00 \$100,00
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To: Planning and Zoning Commission Members

From: Tom Ginter, Director

Date: December 28, 2018

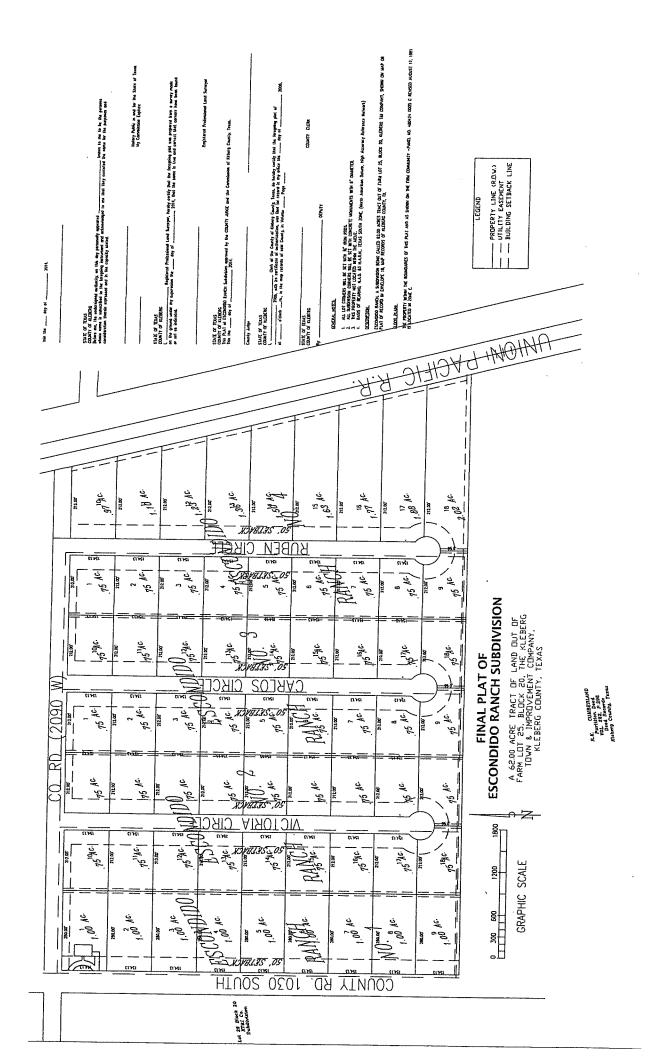
Subject: Agenda Item information

All (3) items pertain to the submittal of the plat for Escondido Ranch Subdivision No. 3. If you recall approximately 2 to 3 years ago you approved No. 2 which is just to the west of this. Just a reminder this is outside of our city limits but the planning and zoning commission has the authority to review the plat due to it being in our (ETJ) extra territorial jurisdiction. This authority is also noted in an agreement between the City of Kingsville and Kleberg County which was approved in June of 2005. You should also remember that the City has no other involvement in the development beyond review. There are no building permits required and we do no inspections of the construction. Also enclosed is a conceptual design of the entire subdivision which reflects a No. 4 that will be platted and be brought before you for your approval in the future. Both the preliminary and final plat are in the packet. At this time both plats are the same.

Escondido Ranch No. 3 is very similar to No. 2 that was approved as stated above. It is a straight shot with the street being close to the same length as No. 2 which is 1, 378 feet while on No. 3 the street is 1,380 feet. Enclosed is a copy of the plat for your review.

Here is more information on the plat:

- 1. The street will be built to City standards
- 2. Drainage will be accounted for, as in this case the water should flow to the south from the street, through the cul de sac as depicted on the plat. Enclosed is a FIRM map which reflects that the southern edge of the cul de sac touches the edge of the water way. The developer will have to account for this when construction starts.
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- 5. Two fire hydrants will be in the middle of the development.
- 6. There will be one street light in the middle of the development.
- 7. The Commissioner's Court has reviewed and approved the plat.
- 8. Once approved and filed the developer will then provide to the city construction plans of the infrastructure.



National Flood Hazard Layer FIRMette



Eityolikingsville 30424 USGS The National Map Orl 1:6,000 <u>AREMOFIMINIMAD FLOODIH</u> HINTER THEFT 1117/31/5 O aled! Creas Kicherg connection 12. 40.47.34

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

The pln displayed on the map is an approximate point selected by the user and does not represe an authoritative property location. 0.2% Annual Chance Flood Hazard, Area depth less than one foot or with drainag of 1% annual chance flood with average With BFE or Depth Zune AE. AD. AH. VE. AR. Area of Undetermined Flood Hazard 🚈 Cross Sections with 1% Annual Chance areas of less than one square mile Aug. Area with Flood Risk due to Levee Area with Reduced Flood Risk due to NO SCREEN Area of Minimal Flood Hazard June 1 Without Base Flood Elevation (BFE) Channel, Culvert, or Storm Sewer Base Flood Elevation Line (BFE) Future Conditions 1% Annual Chance Flood Hazard Zone Coastal Transect Baseline GENERAL ---- Channel, Culvert, or Storn STRUCTURES | 1111111 Levee, Dike, or Floodwall No Digital Data Available Water Surface Elevation Hydrographic Feature Digital Data Available Jurisdiction Boundary Regulatory Floodway Coastal Transect **Effective LOMRs** Profile Baseline Limit of Study Unmapped 17.5 man (1) man SPECIAL FLOOD HAZARD AREAS OTHER FEATURES OTHER AREAS OF FLOOD HAZARD OTHER AREAS MAP PANELS 0

This map compiles with FEMA's standards for the use of digital flood maps if it is not vold as described below. The basemap shown compiles with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/13/2018 at 9.47.46 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

1 KNN

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Kleberg CAD

Property Search Map Search

Property Search Results > 14226 S & S KINGSVILLE CONSTRUCTION LLC for Year 2019

Property

Account

Property ID:

14226

Legal Description: KT&ICO, BLOCK 20, LOT PT 25, ACRES

37.74

Geographic ID:

290002025101101

Agent Code:

Type:

Property Use Code:

Property Use Description:

Location

Address:

Mapsco:

Neighborhood:

Map ID:

A4

Neighborhood CD:

Owner

Name:

S & S KINGSVILLE CONSTRUCTION LLC Owner ID:

60387

Mailing Address: 908 W DEER TRAIL

% Ownership:

100.0000000000%

KINGSVILLE, TX 78363

Exemptions:

Values

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

(+) Land Non-Homesite Value: \$1,290 Ag / Timber Use Value (+) Agricultural Market Valuation: \$107,170 \$15,920 (+) Timber Market Valuation: \$0 \$0

(=) Market Value: \$108,460 (-) Ag or Timber Use Value Reduction: \$91,250

(=) Appraised Value: \$17,210 (-) HS Cap: \$0

(=) Assessed Value: \$17,210

Taxing Jurisdiction

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	DLCP1	DRY LAND CROP LAND	37.2900	1624352.40	0.00	0.00	\$107,170	\$15,920

2 EO EO 0.4500 19602.00 0.00 \$1,290 \$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$0	\$108,460	15,920	17,210	\$0	\$17,210
2017	\$0	\$103,710	15,960	17,200	\$0	\$17,200
2016	\$0	\$96,460	18,680	18,680	\$0	\$18,680
2015	\$0	\$96,460	0	96,460	\$0	\$96,460
2014	\$0	\$141,980	23,190	23,190	\$0	\$23,190
2013	\$0	\$131,750	23,640	23,640	\$0	\$23,640
2012	\$0	\$56,200	12,400	12,400	\$0	\$12,400
2011	\$0	\$48,610	11,695	11,695	\$0	\$11,695
2010	\$0	\$45,850	12,300	12,300	\$0	\$12,300
2009	\$0	\$45,170	11,715	11,715	\$0	\$11,715
2008	\$0	\$39,065	10,595	10,595	\$0	\$10,595
2007	\$0	\$33,725	6,135	6,135	\$0	\$6,135
2006	\$0	\$32,910	6,415	6,415	\$0	\$6,415
2005	\$0	\$26,190	6,675	6,675	\$0	\$6,675

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	9/9/2014	WDVL	WARRANTY DEED W/VENDOR'S LEIN	MELTON DOLORES C	S & S KINGSVILLE CONSTRUCTION LLC	518	688	
2	4/5/2012	DEED	DEED	CUMBERLAND RICHARD T	MELTON DOLORES C	468	172	
3	2/27/2012	TRD	TRUSTEE'S DEED	CUMBERLAND W E TRUST	CUMBERLAND RICHARD T	466	230	

Questions Please Call (361) 595-5775

Website version: 1.2.2.14 Database last updated on: 1/2/2019 8:21 PM © N. Harris Computer Corporation

Kleberg-Kenedy SWCD 2018 annual report

Conservation District No. 356 has been working for the landowners and producers since its inception in August 1997. Headquartered in Kingsville and made up of a five-member board of directors, they

volunteer their time to administer programs and assistance on a local grass-roots level based on voluntary cooperation landowners and others. Conservationist

district's mission statement is as Water Conservation District promotes protection, conservation and sustainable of natural resources through

education, awareness, leadership, technical and financial assistance in cooperation with the public as well as

Robert located on the second floor of the Kleberg Bank Building at 100 E. Kleberg Ave. in Kingsville (suites 204 and 207).
Cecilia Munoz, district administrator

on voluntary of NRCS District annunstration of NRCS District and technician, has recently completed the district's annual report for fiscal year Besides summarizing the district activities for the year, it is full of pictures of conservation work by the landowners and producers in both counties.

and sustain natural resources of soil. generations.

Both the district and NRCS office are

Also, pictures depict conservation education at local schools using the district's rainfall simulator. Conservation education remains a high priority for the

The Natural Resources Conservation Service partners with the local district to assist landowners to protect, conserve

Federal Conservation Programs are then highlighted such as the basic are then highlighted such as the basic conservation technical assistance program as well as the Environmental Quality Incentives Program and the Conservation Stewardship Program. Also, the state Senate Bill 503 Program is covered. It is administered by the Toxas State Soil and Water Conservation Board regional office in Harlingen.

The 5WCD promotes and participates in the Soil and Water Stewardship Week activities where the judges in both counties sign a proclamation. The Fiscal Year 2018 accomplishments are highlighted.

highlighted.

The rest of the annual report has pictures of award recipients at the annual awards banquet that is held in February.

They include students that are honored by their participation the poster and essay contest as well as address is provided.

outstanding conservationists including farmer, rancher and teacher. Also, area award recipients are pictured receiving their awards at last year's area awards

banquet in Refugio.

The Kleberg-Kenedy SWCD has also provided scholarships for worthy students the last couple of years and they are recognized within the annual report. Two of the directors received their 20-

year plaques for continuous service on the board.

The former district technician received a plaque for her dedicated assistance and service to the board, also and made the annual report.

Anyone interested in receiving the Kleberg-Kenedy SWCD Annual Report should contact the local district office by

calling (361) 592-0309, Ext. 3.

A hard copy can be provided or mailed, or the report can be e-mailed if an e-mail

Beware of 'storm chasers' following natural disasters

Disaster can strike at any time, as proven by the recent historic flooding in Central Texas.

flooding in Central texas.
Following any kind of natural
disaster, Better Business Bureau
serving the Heart of Texas
recommends homeowners be on
the lookout for possible "storm
chasers" as the recovery phase
begins

Scammers and shady contractors often travel through neighborhoods, going door-to-door after severe storms offering quick repairs and low prices.

proper registration and do not stand behind their work.

and behind their work.
They are looking to get quick cash ayments by preying on desperate omeowners before moving on to the next neighborhood or town.

This sometimes leaves homeowners with subpar repair work – if any work is done at all – and with no way to contact the

company/individual for a refund.

BBB offers advice on what
natural disaster victims should
look out for before hiring a

Do your research. Find businesses you can trust on BBB. org. There are BBB Business Profiles on more than a million home contractors. Get references from friends and relatives.

Contractors trust insurance.

Con

 Contact your insurance company. Ask about your policy coverage and specific filing requirements. If you have flood insurance, check to see what is and isn't covered. Flood insurance. policies can have numerous exclusions. Save all receipts, including those for food, temporary lodging, or other expenses that

may be covered under your policy. Your insurance company may also have recommended contractors.

· If you are in a disaster area, be cautious of upfront costs. This is a popular trick in many scammers' playbooks. According to the Texas Business and Commerce Code, contractors working on homes damaged by natural disasters may not require someone to make a full or partial payment before work

only if you hire the contractor on the spot. Be proactive in selecting a contractor and not reactive to sales calls on the phone or door-to-door pitches. Resist the urge to get the work started until you have contacted your insurance company to determine your coverage, as well as deductibles. • Request a written contract.

Make sure you receive a copy
of the work contract and that all or partial payment everter work

• Resist high-pressure sales

• Resist high-pressure sales

before signing. If the company

Some storm chasers use tactics

such as the "good deal" you'll get

sure they are included in writing.



KC Hall #3389 320 E. General Cavazos Blvd. Kingsville, TX 78363

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PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, January 2, 2019 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard;

which time all interested persons white energia requesting the approval of a preliminary plat and final plat for Section 20, Lot 5 of the Kleberg Town and Improvement Company Subdivision also known as Escondido Ranch No. 3

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 o 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, January 14, 2019 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:

S&S Kingsville Construction LLC, owner is requesting the approval of a preliminary plat and final plat for Section 20, Lot 5 of the Kleberg Town and Improvement Company Subdivision also known as Escondido Ranch No. 3

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.



RIO 7 CINEMAS

SATURDAY, DECEMBER 8 - SUNDAY, DECEMBER 9

| SAVILATITA BEASTR: THE CRIBES OF GRRDEDWALD (POT) | 121gm - 41gm - 42gm - 42g 12:35pm - 3:30pm - 6:40pm - 9:15pm POSSESSION OF HAMMAH GRACE (R) 12.35pm - 3.30pm - 6.40pm - 9.15pm ROBIN HOOD (PGTS) 12.10pm - 3.10pm - 6.10pm - 9.00pm

MONDAY, DECEMBER 10 - WEDNESOAY, DECEMBER 12

FANTASTIC BEASTS: THE CROBES OF RALPH BREAKS THE INTERNET (PG)
CREED I (PG)
GRINCH (PG)
PG(1) FANTASTIC BEASTS: THE CRIMES OF GRINDELWALD (PG 13) 4:15cm - 8:35cm
RALPH BREAKS THE INTERNET (PG 3 00cm - 8:05cm - 3:55cm
CREED 1 (PG 13 400cm - 8:05cm - 3:05cm
GRINCH (PG 3 20cm - 8:05cm - 3:05cm 4:10pm - 8:40pm CE (R) 3:0pm-6:40pm-2:15pm (PG13) 3:10pm-6:10pm-3:00pm POSSESSION OF HAMMAN GRACE 170 ROBIN HOCO

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(361) 595-1875

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KIRKPATRICK & **ASSOCIATES**

James R. Kirkpatrick, CLU 1314 E. King St., Kingsville (361) 779-0856 cell (361) 592-4261 office

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ESCONDIDO BYNCH NO' 3



FINAL PLAT OF: ESCONDIDO RANCH NO.3

IN I. V. W. IN THE STATE OF THE

SECTION 20, LOT 25
KLEBERG TOWN & IMPROVEMENT
COMPANY SUBDIVISION

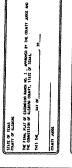
KLEBERG COUNTY, TEXAS

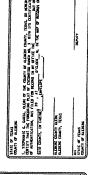
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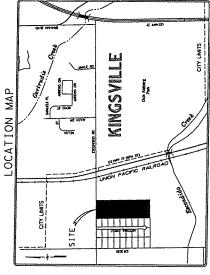
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SIAT OF ILLAS COART OF ALGORE	I, JAMES A, RECORD PRECUSIONAL LAG SERVING FORGATION CASE FOR SEASON SEASON SEASON FORGATION TO RESEAT OF THE DESCRIPTION OF DOGGETO LAGOR TO SEE ALL LOT NO BLOCK CONSESS AS THE THE SEASON SE	PRELIMINARY	CENTLODY, LLC Thy JAMES A, INCODE MCCESTICAD PROTECTIONAL LANE SAMPLYON TELAS RECESTATION NO. \$113

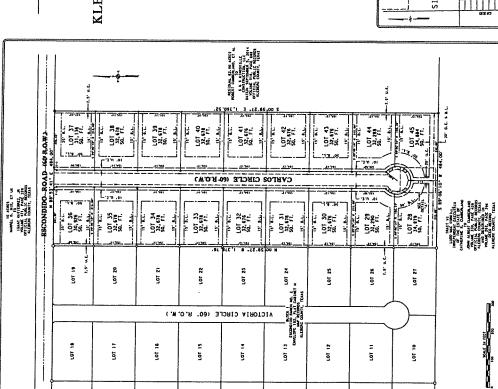
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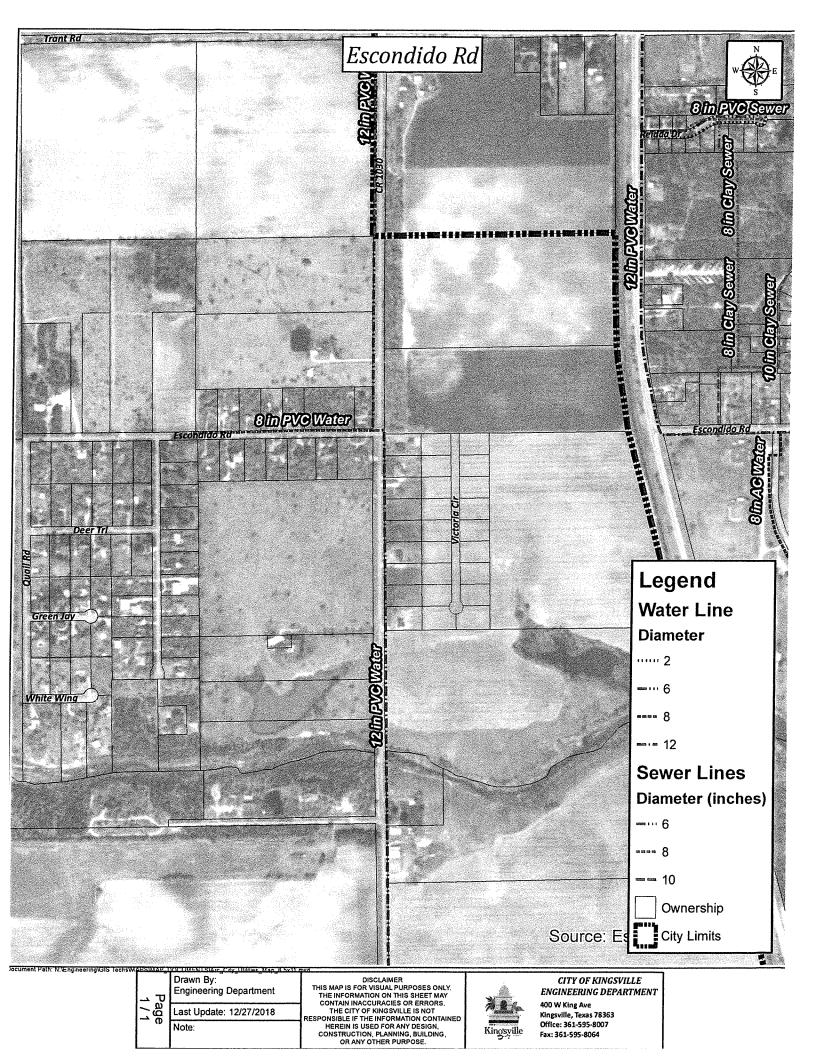






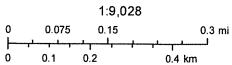








January 2, 2019



AGENDA ITEM #7

Final Plat

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:

January 3, 2019

SUBJECT:

Review of Preliminary Plat and Final Plat for Escondido Ranch No. 3 in our ETJ

(Extra Territorial Jurisdiction)

Summary: In June of 2005, Kleberg County and the City of Kingsville entered into an agreement by which developments in our ETJ (Extra Territorial Jurisdiction) can be reviewed and approved by the Planning and Zoning Commission and the City Commission. Just a reminder that review and approval of the preliminary plat and the final plat are the only responsibility we have concerning a development. The City will have no other involvement such as collecting a building permit or making inspections during construction.

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City of Kingsville Department of Planning and Development services

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Financial Impact: While there will be no property tax increase it is safe to say that if the development provides housing for someone new to the area, it will provide additional sales tax revenue. It will add property tax revenue to Kleberg County.

Recommendation: The Planning and Zoning Commission voted 5 to 0 to recommend approval of the preliminary and final plat with no changes.



CITY OF KINGSVILLE PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)	
Project Address EGLandido & CR 1030	Nearest Intersection
(Proposed) Subdivision Name Escondida Ranch	TIT Lot Block
Legal Description: Block Escandida Roach	Env. 182 Plat Cability H.
Existing Zoning Designation Ag	
OWNER/APPLICANT INFORMATION: (Please PRINT or T	
Applicant/Authorized Agent Charlie Soso	Phone <u>36-455-7746</u> FAX
Email Address (for project correspondence only): Ona.	· lies 284 c natiero. con
Mailing Address 908. W. Deca Tabil City	Kingsull State TX Zip 78303
Property Owner S&S Kingsulle Consh	
Email Address (for project correspondence only):	
Mailing Address P.O. Box 1333 City	1 Kingsull State TI Zip 78364
Select appropriate process for which approval is sought.	Attach completed checklists with this application.
Annexation RequestNo Fee	✓ Preliminary Plat Fee Varie
Administrative Appeal (ZBA) \$250.00	Fig. 6 Disk
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To: Planning and Zoning Commission Members

From: Tom Ginter, Director

Date: December 28, 2018

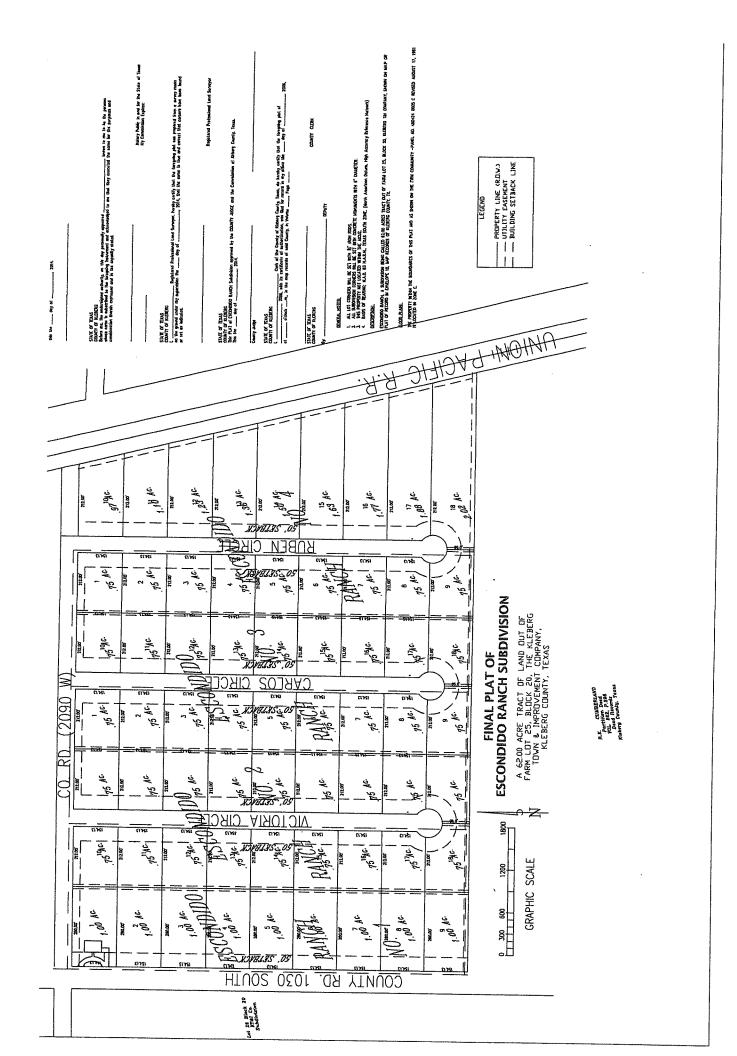
Subject: Agenda Item information

All (3) items pertain to the submittal of the plat for Escondido Ranch Subdivision No. 3. If you recall approximately 2 to 3 years ago you approved No. 2 which is just to the west of this. Just a reminder this is outside of our city limits but the planning and zoning commission has the authority to review the plat due to it being in our (ETJ) extra territorial jurisdiction. This authority is also noted in an agreement between the City of Kingsville and Kleberg County which was approved in June of 2005. You should also remember that the City has no other involvement in the development beyond review. There are no building permits required and we do no inspections of the construction. Also enclosed is a conceptual design of the entire subdivision which reflects a No. 4 that will be platted and be brought before you for your approval in the future. Both the preliminary and final plat are in the packet. At this time both plats are the same.

Escondido Ranch No. 3 is very similar to No. 2 that was approved as stated above. It is a straight shot with the street being close to the same length as No. 2 which is 1, 378 feet while on No. 3 the street is 1,380 feet. Enclosed is a copy of the plat for your review.

Here is more information on the plat:

- 1. The street will be built to City standards
- 2. Drainage will be accounted for, as in this case the water should flow to the south from the street, through the cul de sac as depicted on the plat. Enclosed is a FIRM map which reflects that the southern edge of the cul de sac touches the edge of the water way. The developer will have to account for this when construction starts.
- 3. These homes will be on city water, as No. 2 is also on city water
- 4. These homes will be on private sewer systems (septic tanks) again as No. 2.
- 5. Two fire hydrants will be in the middle of the development.
- 6. There will be one street light in the middle of the development.
- 7. The Commissioner's Court has reviewed and approved the plat.
- 8. Once approved and filed the developer will then provide to the city construction plans of the infrastructure.



National Flood Hazard Layer FIRMette



GENERAL STRUCTURES OTHER FEATURES OTHER AREAS OF FLOOD HAZARD OTHER AREAS MAP PANELS 97°51'46.85"W Data refreshed Clober 2017 Cityolikingsville 480424 USGS The National Map Onl AREA OF MINIMAL FLOOD HAZARD Feet Kieberg, codniy/Unipeoporaled/Areas 🧢 FLOODWAY 40473

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FRM PANEL LAYOUT

Zone A. V. AND With BFE or Depth Zone AE, AB, AH, VF AFA Without Base Flood Elevation (BFE) Regulatory Floodway SPECIAL FLOOD HAZARD AREAS

areas of less than one square mile Ann. Future Conditions 1% Annual Chance Flood Hazard Zone X

0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage

Area with Flood Risk due to Levee Area with Reduced Flood Risk due to Levee, See Notes, Kant N

NO SCREEN Area of Minimal Flood Hazard Anna S

Area of Undetermined Flood Hazard 🗸 👓 **Effective LOMRs**

Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall 1131121

Cross Sections with 1% Annual Chance

Base Flood Elevation Line (BFE) Water Surface Elevation Coastal Transect Limit of Study 17.5

Jurisdiction Boundary

Coostal Transect Baseline **Profile Baseline**

Hydrographic Feature

No Digital Data Available Digital Data Available Unmapped The pln displayed on the map is an approximate point selected by the user and does not represe an authoritative property focation.

J---

This map compiles with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown compiles with FEMA's basemap

authoritative NFHL web services provided by FEMA. This map reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or was exported on 12/13/2018 at 9:47:40 AM and does not The flood hazard information is derived directly from the become superseded by new data over time. This map image is void if the one or more of the following map elements do not appear basemap imagen, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

27°28'4.93"

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7

Kleberg CAD

Property Search Map Search

Property Search Results > 14226 S & S KINGSVILLE CONSTRUCTION LLC for Year 2019

Property

Account

Property ID:

14226

Legal Description: KT & I CO, BLOCK 20, LOT PT 25, ACRES

37.74

Geographic ID:

290002025101101

Agent Code:

Type:

Real

Property Use Code:

Property Use Description:

Location

Address:

Mapsco:

Neighborhood:

Map ID: Α4

Neighborhood CD:

Owner

Name:

S & S KINGSVILLE CONSTRUCTION LLC Owner ID:

60387

Mailing Address:

908 W DEER TRAIL

% Ownership:

100.0000000000%

KINGSVILLE, TX 78363

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$1.290

\$1,290 Ag / Timber Use Value (+) Agricultural Market Valuation: \$107,170 \$15,920 (+) Timber Market Valuation: \$0

(=) Market Value: \$108,460 (-) Ag or Timber Use Value Reduction: -\$91,250

(=) Appraised Value: \$17,210 (-) HS Cap: \$0 (=) Assessed Value: \$17,210

Taxing Jurisdiction

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	DLCP1	DRY LAND CROP LAND	37.2900	1624352.40	0.00	0.00	\$107,170	\$15.920

2 EO EO 0.4500 19602.00 0.00 \$1,290 \$0

Roll Value History

Year	ear Improvements Land Market		Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$0	\$108,460	15,920	17,210	\$0	\$17,210
2017	\$0	\$103,710	15,960	17,200	\$0	\$17,200
2016	\$0	\$96,460	18,680	18,680	\$0	\$18,680
2015	\$0	\$96,460	0	96,460	\$0	\$96,460
2014	\$0	\$141,980	23,190	23,190	\$0	\$23,190
2013	\$0	\$131,750	23,640	23,640	\$0	\$23,640
2012	\$0	\$56,200	12,400	12,400	\$0	\$12,400
2011	\$0	\$48,610	11,695	11,695	\$0	\$11,695
2010	\$0	\$45,850	12,300	12,300	\$0	\$12,300
2009	\$0	\$45,170	11,715	11,715	\$0	\$11,715
2008	\$0	\$39,065	10,595	10,595	\$0	\$10,595
2007	\$0	\$33,725	6,135	6,135	\$0	\$6,135
2006	\$0	\$32,910	6,415	6,415	\$0	\$6,415
2005	\$0	\$26,190	6,675	6,675	\$0	\$6,675

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Deed Number
1	9/9/2014	WDVL	WARRANTY DEED W/VENDOR'S LEIN	MELTON DOLORES C	S & S KINGSVILLE CONSTRUCTION LLC	518	688	
. 2	4/5/2012	DEED	DEED	CUMBERLAND RICHARD T	MELTON DOLORES C	468	172	
3	2/27/2012	TRD	TRUSTEE'S DEED	CUMBERLAND W E TRUST	CUMBERLAND RICHARD T	466	230	

Questions Please Call (361) 595-5775

Website version: 1.2.2.14

Database last updated on: 1/2/2019 8:21 PM

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Kleberg-Kenedy SWCD 2018 annual report

Conservation District No. 356 has been working for the landowners and producers since its inception in August 1997. Headquartered in Kingsville and made up of a five-member

Kingsville and made up or a resemble of the control based on voluntary cooperation of NRCS District landowners and others

district's

mission statement is as follows: The Kleberg-Kenedy Soil and follows: The Kleberg-Kenedy Soil and Water Conservation District promotes protection, conservation and sustainable use of natural resources through education, awareness, leadership, technical and financial assistance in cooperation with the public as well as cooperation with the public as well as

The Natural Resources Conservation Service partners with the local district to assist landowners to protect, conserve and sustain natural resources of soil. water, air, plants and animals for future generations.

Both the district and NRCS office are

and technician, has recently completed the district's annual report for fiscal year

2018.

Besides summarizing the district activities for the year, it is full of pictures of conservation work by the landowners and producers in both counties.

Also, pictures depict conservation education at local schools using the district's rainfall simulator. Conservation education remains a high priority for the

rederal Conservation Programs are then highlighted such as the basic conservation are tren nightighted such as the basic conservation technical assistance program as well as the Environmental Quality Incentives Program and the Conservation Stewardship Program. Also, the state Senate Bill 503 Program is covered. It is administered by the Texas State Soil and Water Conservation Board recipional officin in Multimer.

State Soil and Water Conservation Board regional office in Harlingen.

The SWCD promotes and participates in the Soil and Water Stewardship Week activities where the judges in both counties sign a proclamation. The Fiscal Year 2018 accomplishments are highlighted.

The rest of the annual report has nicitures of award prejugate at the appearance.

pictures of award recipients at the annual

awards banquel that is held in February.

They include students that are honored by their participation the poster and essay contest as well as

farmer, rancher and teacher. Also, area award recipients are pictured receiving their awards at last year's area awards

their awards at last year's area awards banquet in Refugio.

The Kleberg-Kenedy SWCD has also provided scholarships for worthy students the last couple of years and they are recognized within the annual report. Two of the directors received their 20-year plaques for continuous service on the board.

The former district technician received a plaque for her dedicated assistance and service to the board, also and made the annual report.

Anyone interested in receiving the Kleberg-Kenedy 5WCD Annual Report should contact the local district office by calling (361) 592-0309, Ext. 3.

A hard copy can be provided or mailed, or the report can be e-mailed if an e-mail address is provided.

Beware of 'storm chasers' following natural disasters

Disaster can strike at any time, as proven by the recent historic flooding in Central Texas.

as proven by the recent historic flooding in Central Texas.
Following any kind of natural disaster, Better Business Bureau serving the Heart of Texas recommends homeowners be on the lookout for possible "storm chasers" as the recovery phase begins.

Scammers and shady contractors often travel through neighborhoods, going door-to-door after severe storms offering quick repairs and low prices.

Most of these workers lack proper registration and do not stand behind their work.

They are looking to get quick cash They are looking to get quick cash proving on desperate the standard relatives.

**They are the BB Business Profiles on more than a million home contractors. Get references the standard relatives. Do your research. Find may be covered under your policy. usinesses you can trust on BBB. Your insurance company may also

nome contractors. Get references from friends and relatives.

• Contact your insurance company. Ask about your policy coverage and specific filing requirements. If you have flood insurance, check to see what is and isn't covered. Flood insurance policies can have numerous policies can have numerous exclusions. Save all receipts, including those for food, temporary lodging, or other expenses that

have recommended contractors.

 If you are in a disaster area, be cautious of upfront costs. This is a popular trick in many scammers' popular trick in many scammers playbooks. According to the Texas Business and Commerce Code, contractors working on homes damaged by natural disasters may not require someone to make a full or partial payment before work begins.

Resist high-pressure sales.

Some storm chasers use tactics such as the "good deal" you'll get

orly if you hire the contractor on the spot. Be proactive in selecting a contractor and not reactive to sales calls on the phone or door-to-door pitches. Resist the urge to get the work started until you have contacted your insurance company to determine your coverage, as well as deductibles. Request a written contract.

Request a written contract. Make sure you receive a copy of the work contract and that all details of the project are listed before signing. If the company makes any verbal promises, make sure they are included in writing.



PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, January 2, 2019 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at

which time all interested persons will be heard:

S&S Kingsville Construction LLC, owner is requesting the approval
of a preliminary plat and final plat for Section 20, Lot 5 of the
Kleberg Town and Improvement Company Subdivision also known
as Escondido Ranch No. 3

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 of the agenda, please contact the Planning Department at (361) 595-8055.

'UBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing The City Commission of the City of Kingsvine will note a rubble rearing Monday, January 14, 2019 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all

miletesized persons with the heater.

S&S Kingsville Construction LLC, owner is requesting the approval of a preliminary plat and final plat for Section 20, Lot 5 of the Kleberg Town and Improvement Company Subdivision also known as Escondido Ranch No. 3

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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INSTANT FAMELY (PG II)
POSSESSION OF HAMMAH GRACE (PG) 130cm - 6:40cm - 9:15cm (PG15) 3.10pm - 6.10pm - 9.00pm

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FOURNIER'S GANGRENE

ATTENTION!

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Gangrene of the genitals has been ociated with the use of SGLT2 Inhibitors.

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You may be entitled to compensation!

Publicité Laur Form, with procupat office in Herentra, Book is responsible for the current of this est.

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ROBIN HOOD

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Visit KingsvilleRecord.com



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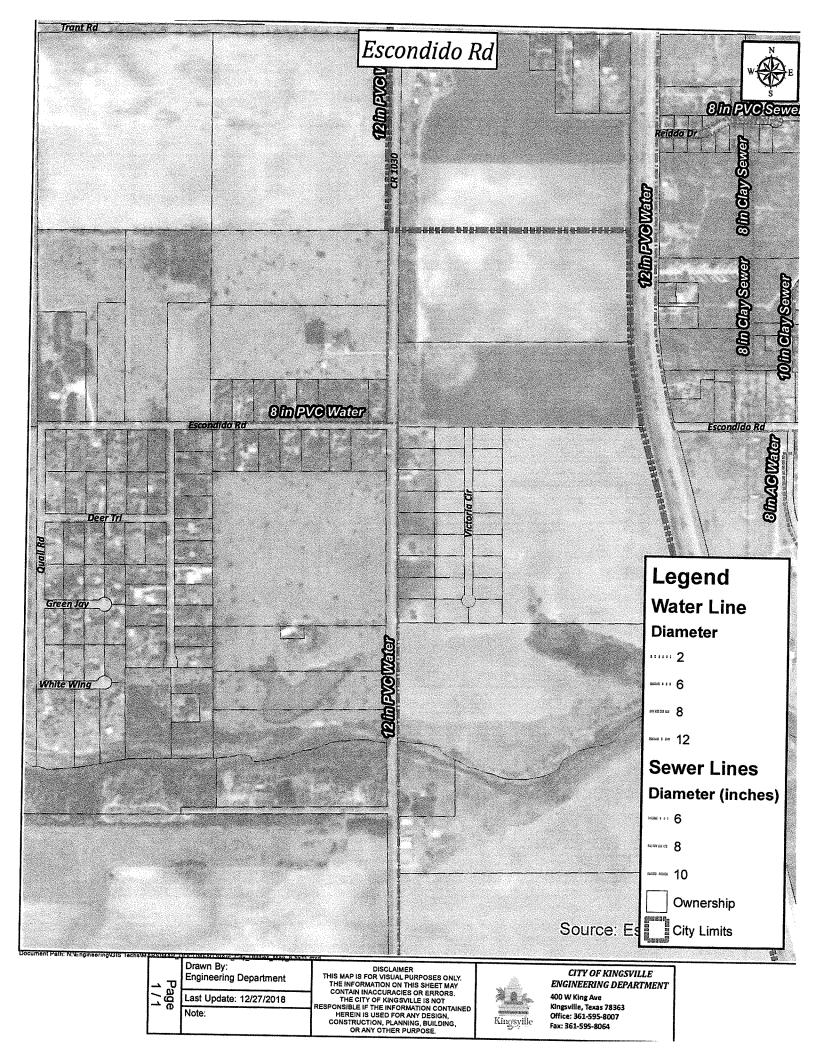
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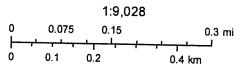


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January 2, 2019



AGENDA ITEM #8



Purchasing/IT Department

361-595-8025 361-595-8035 Fax

DATE:

January 09, 2019

TO:

City Commission through City Manager

FROM:

Rudy Mora, City Engineer

SUBJECT: LNV Agreement for CDBG-Sewer Improvements

SUMMARY

This item provides approval to enter into a Professional Engineering Services Agreement with LNV, Inc. for the recently awarded CDBG sewer project for manhole rehabilitation. The RFP for Engineering Services-CDBG (RFQ 17-03) was previously awarded by Commission but no contract was brought back for approval as no CDBG award had been made until recently.

BACKGROUND

On November 28, 2016, the City Commission approved a staff recommendation for request for qualification ("RFQ") RFQ 17-03 Engineering Services related to engineering design for the Texas Department of Agriculture Community Development Block Grant ("TDA" "CDBG"). Review Committee consisted of Noel Peña, City Commissioner; Charlie Cardenas, City Engineer; Marco Jiménez, Water Construction Supervisor; Sharam Santillan, Capital Projects Manager; William Donnell, Assistant Public Works Director; and David Mason, Purchasing Director. A copy of the evaluation done then is set out below. It was recommended the award for RFO 17-03 Engineering Services for the TDA CDBG grant be awarded to LNV Engineering, the most highly qualified provider based on demonstrated competence and qualifications. Upon successful award of a grant by TDA, the Commission was advised staff would negotiate a contract for a fair and reasonable price with LNV Engineering not to exceed the allotted amount. If these negotiations fail, staff will begin negotiating with the next most qualified firm. The agenda item authorized the award and to negotiate a contract that will be brought back to the City Commission for approval at a future meeting. The City was recently advised it had been awarded a CDBG by TDA for sewer improvements and began working with LNV, Inc. to negotiate an agreement for the project. An agreement has been reached and is now submitted for approval.

Evaluation Criteria	Max Pts. Per Evaluator	Max Pts. Total	LNV Engineering	LJA Engineering	HDR Engineering
Experience	60	360	335	292	240
Work Performance	25	150	121	99	110
Capacity To Perform	15	90	81	72	89
TOTAL	100	600	537	463	439

FINANCIAL IMPACT

None to the City for this agreement. While the project is expected to incur engineering fees of approximately \$50,000, the grant covers engineering fee services.

RECOMMENDATION

It is recommended that the Contract for Professional Services between LNV, Inc. and the City of Kingsville for Manhole Rehabilitation Project, TxCDBG #7218269 be approved.

EXHIBIT B

BUDGET

CITY OF KINGSVILLE

Project Activities		Contract Funds	Other Funds	Total Funds	
03J_S	Sewer Improvements - Total	\$267,000	\$60,000	\$327,000	
	Sewer Improvements-Construction Sewer Improvements-Engineering	\$217,000 \$50,000	\$60,000 ¹ \$0	\$277,000 \$50,000	
21A	General Program Administration - Total	\$33,000	\$0	\$33,000	
	TOTALS	\$300,000	\$60,000	\$360,000	

Source of Other Funds:

1 - City of Kingsville, General Fund

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JTION #2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN CITY OF KINGSVILLE AND LNV, INC. FOR ENGINEERING SERVICES FOR SEWER SYSTEMS IMPROVEMENTS PROJECT TXCDBG #7218269; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville was awarded a Texas Department of Agriculture Community Development Block Grant (CDBG) in November 2018 and, now that the contract with the State has been approved and executed, desires to have engineering work done for sewer system improvements for manhole rehabilitation project with funding for such project coming from CDBG #7218269;

WHEREAS, after advertising and scoring requests for qualification for engineering services, the City Commission on November 28, 2016 authorized staff to negotiate a contract with the applicant scoring the highest in the RFQ process, which was LNV, Inc., upon being granted a CDBG;

WHEREAS, the City has been awarded a CDBG, the City and LNV, Inc. have worked to prepare a Contract for Professional Services between the City of Kingsville and LNV, Inc. for engineering services for water system improvements for manhole rehabilitation project and the parties both agree to the terms of the proposed contract.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Contract for Professional Services between the City of Kingsville and LNV, Inc. for engineering services for sewer systems improvements Manhole Rehabilitation Project TxCDBG #7218269 in accordance with Exhibit A hereto attached and made a part hereof.

11.

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

PASSED AND APPROVED by a 14th day of January	majority vote of the City Commission on the , 2019.
Sam R. Fugate, Mayor	-
ATTEST:	
Mary Valenzuela, City Secretary	-
APPROVED AS TO FORM:	
Courtney Alvarez, City Attorney	

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF KINGSVILLE

AND



FOR

MANHOLE REHABALITATION PROJECT

TXCDBG Project No: 7218269

DECEMBER 2018

PART I AGREEMENT

THIS AGREEMENT, entered into this	day of	, 2018, by and bet	ween the City of
Kingsville, 400 W. King Avenue, Kingsville	, Texas 78363, herein	nafter called the "City", acting he	rein by the Sam
R. Fugate, Mayor, hereunto duly authorize	ed, and LNV, INC., 80	01 Navigation Suite 300, Corpu	ıs Christi, Texas
78408, hereinafter called "Firm", acting	herein by Robert N	 Viera, Senior Vice Preside 	nt, procured in
conformance with Texas Government Cod	le Chapter 2254, Sub	chapter A, "Professional Servic	es".

WITNESSETH THAT:

WHEREAS, the City of Kingsville desires to implement the following: Manhole Rehabilitation Project under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City desires to engage the Firm to render certain engineering services in connection with the TxCDBG Project No. 7218269.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

- 2. <u>Time of Performance</u> The services of Firm shall commence on the date above first given for the execution of this agreement. In any event, all of the services required and performed hereunder shall be completed no later than October 31, 2020 or the project's administrative closure date, as defined by TDA, whichever is later.
- Local Program Liaison For purposes of this Agreement, the Mayor or equivalent authorized person
 will serve as the Local Program Liaison and primary point of contact for the Firm. All required
 progress reports and communication regarding the project shall be directed to this liaison and other
 local personnel as appropriate.
- 4. Access to Records The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TDA award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's contract with TDA.
- 5. <u>Retention of Records</u> The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
- 6. <u>Compensation and Method of Payment</u> The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$50,000.00. Payment to Firm shall be based on satisfactory completion of identified milestones in Part III Payment Schedule of this Agreement.
- 7. Indemnification The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kleberg County, Texas.

- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

9. Extent of Agreement

modification.

This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH HEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

City of Kingsville, Texas	LNV, Inc.			
BY:	BY:			
Sam R. Fugate, Mayor	Robert M. Viera, P.E., Senior Vice President			
NOTE: This document has important legal consequences. Ple	ease consult with your legal counsel with respect to its completion or			

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PART II PROFESSIONAL ENGINEERING/ARCHITECTURAL SCOPE OF SERVICES

The Firm shall render the following services necessary for the development of the project:

SCOPE OF SERVICES

- 1. Attend preliminary conferences with the City regarding the requirements of the project.
- 2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the CDBG project and, if applicable, furnish to the City:
 - Name and address of property owners;
 - · Legal description of parcels to be acquired;
 - Map showing entire tract with designation of part to be acquired.
- 3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
- 4. Prepare railroad/highway permits.
- 5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 30 days of contract execution.
- 6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction);
- 7. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
- 8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
- Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
- 10. Make sure 10-day call is performed to confirm prevailing wage decision.
- 11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
- 12. Conduct bid opening and prepare minutes.
- 13. Tabulate, analyze, and review bids for completeness and accuracy.
- 14. Accomplish Construction Contractor eligibility verification.
- 15. Conduct pre-construction conference and prepare copy of report/minutes.
- 16. Issue Notice to Proceed to construction contractor.
- 17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
- 18. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
- 19. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
- 20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Agreement.
- 21. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to TDA for approval prior to execution with the construction contractor.

- 22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
- 23. Resolve all payment requests within 14 days of receipt of signed pay request from the Construction Contractor.
- 24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
- 25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
- 26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
- 27. Conduct interim/final inspections.
- 28. Revise contract drawings to show the work as actually constructed, and furnish the City with a set of "record drawings" plans.
- 29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the owner. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

- No work under this Contract shall be subcontracted by Firm without prior approval, in writing, from the City.
- The Firm shall, prior to proceeding with the work, notify City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
- 3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and City.
- 4. The Firm will include in all contracts and subcontracts of amounts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
- 5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- 6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.

- 7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
- 8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
- 9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, The U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
- 10. The Firm will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the City has made final payment to the Contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

- All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
- 2. The Firm represents that services provided under this Contract shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
- 3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.

4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

NOTE: This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification.

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PART III -- PAYMENT SCHEDULE PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

BASIC SERVICES

Design and Bidding Phase		\$ 22,000.00
Construction Phase		\$ 15,000.00
Final Inspection and Acceptance Phase		\$ 5,000.00
	Sub Total	\$ 42,000.00
SPECIAL SERVICES		
Design Surveys		\$ 3,000.00
Construction Observation		\$ 5,000.00
	Sub Total	\$ 8,000.00
	Total —	\$ 50,000.00

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PART IV TERMS AND CONDITIONS

1. <u>Termination of Agreement for Cause</u>. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. <u>Termination for Convenience of the City.</u> City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

- Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
- 4. Resolution of Program Non-compliance. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state, or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- 6. <u>Assignability</u>. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- 7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- 8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
- 9. <u>Findings Confidential</u>. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- 10. <u>Copyright.</u> No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
- 11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of Interest.

- a. <u>Governing Body</u>. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

c. <u>The Firm and Employees</u>. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. <u>Equal Opportunity Clause</u> (applicable to **federally assisted construction** contracts and subcontracts over \$10,000).

During the performance of this Agreement, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this

- section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
- 15. <u>Civil Rights Act of 1964</u>. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 16. Section 109 of the Housing and Community Development Act of 1974. The firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- 18. <u>Age Discrimination Act of 1975</u>. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- 19. Byrd Anti-Lobbying Amendment. (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 20. [If this Contract is greater than \$100,000] Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 21. Reporting Requirements. The Firm shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).

- 22. <u>Patent Rights.</u> The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (24 CFR 85.36 (i) (8)).
- 23. Copyrights and Rights in Data. The Firm shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).
- 24. Energy Efficiency. The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).
- 25. <u>Verification No Boycott Israel.</u> As required by Chapter 2270, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 26. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

END OF PAGE

AGENDA ITEM #9

RESOLUTION NO. 2019-____

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS PROVIDING FOR A SPORTS AND COMMUNITY VENUE PROJECT PURSUANT TO CHAPTER 334, AS AMENDED, TEXAS LOCAL GOVERNMENT CODE.

WHEREAS, if approved at an election by a majority of the qualified voters of the City of Kingsville, Texas (the "City") voting at an election, the City Commission of the City of Kingsville, Texas (the "Commission") desires to provide for the planning, acquisition, establishment, development, construction, renovation, and financing of a sports and community venue project (as defined in the Act) under the authority and subject to the provisions of Chapter 334, Texas Local Government Code (the "Act"); and

WHEREAS, Section 334.022 of the Act requires that the City, before calling such an election, send a copy of this Resolution to the Comptroller of Public Accounts for the State of Texas (the "Comptroller") to perform an analysis to determine if approval and implementation of this Resolution will have a significant negative fiscal impact on State revenue; and

WHEREAS, the Commission desires by this Resolution to designate the method of financing one or more sports and community venue projects (described below) as authorized by the Act; and

WHEREAS, this Resolution is adopted pursuant to the requirements of and in conformity with Section 334.021 of the Act;

WHEREAS, the Commission is authorized by Section 334.024 of the Act to order an election on the question of approving and implementing this Resolution and approving each sports and community venue project and the method of financing each sports and community venue project; and

WHEREAS, it is hereby found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code:

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

Section 1: The Commission designates, and, subject to approval at an election held in the City, authorizes a sports and community venue project (as defined in the Act) to include the renovation, planning, acquisition, development, construction, equipment,

and expansion of the J.K. Northway Exposition Center within the City of the type described and defined in Section 334.001(4)(A) of and permitted by the Act. This sports community venue project is described in summary form as follows:

For purposes of this Resolution, this Sports and Community Venue Project is known as the "J.K. Northway Exposition Center Project". The project will consist of enhancing our community event center with public restrooms, parking, concessions, receiving areas, dressing room facilities, break out rooms, multi-use event space, and/or other type of area or facility that is planned for use for one or more civic, charitable, or community events, and any related infrastructure as defined in the Act.

Section 2: The Commission designates the following methods of financing as the methods it desires to use to finance the J.K. Northway Exposition Center Project:

A. The imposition of a hotel occupancy tax on a person who, under a lease, concession, permit, right of access, license, contract, or agreement, pays for the use or possession or for the right to the use or possession of a room that is in a hotel, costs \$2 or more each day, and is ordinarily used for sleeping, at a maximum rate of 2% of the price paid for such room, as and to the extent authorized by Subchapter H of the Act.

Section 3: No ad valorem property taxes or sales and use taxes will be used to fund the sports and community venue projects.

Section 4: The Mayor or his designee is authorized and directed to send a copy of this Resolution to the Comptroller, together with other information as may be requested by the Comptroller, for a determination regarding whether the implementation of this Resolution will have a significant negative fiscal impact on state revenue. Subject to the City's right to appeal an adverse decision by the Comptroller, upon receipt of a favorable written report by the Comptroller, the Commission will call an election concerning the approval of this Resolution and, pursuant to Section 334.024 of the Act, with respect to one or more of the aforementioned sport and community venue projects.

Section 5: The Commission hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Commission hereby incorporates such recitals as a part of this Resolution.

Section 6: If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution and all application thereof to other circumstances shall nevertheless be valid, and Commission hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7: This Resolution is to be immediately effective.

Section 8: The Mayor, City Secretary, City Manager, City Attorney, and Bond Counsel to the City are hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the instruments authorized by this Resolution necessary to correct any ambiguity or mistake or properly or more completely document the action and transactions contemplated and approved by this Resolution.

PASSED AND APPROVED by a the 14 th day of January, 2019.	majority vote of the Kingsville City Commission on this
Sam R. Fugate, Mayor	_
ATTEST:	
Mary Valenzuela, City Secretary	_
(City Seal)	
APPROVED AS TO FORM:	
Courtney Alvarez, City Attorney	

AGENDA ITEM #10

FVENTSCRESSINTIAL CENDOONFERENCE /

Congressional City Conference Advocating for local priorities at the federal level

The Congressional City Conference is the National League of Cities' annual legislative conference held in Washington. The 2018 conference drew more than 2,500 city leaders to represent and advocate for the interests of cities in the Nation's Capital. The 2018 conference focused on rebuilding America's infrastructure from bridges to broadband — offering local leaders a chance to meet with Congress and Administration officials, share best practices in city governance and develop the National Municipal Policy (https://www.nlc.org/national-

municipal-policy) — representing the federal policy positions of cities nationwide. Learn more about the 2018 conference at ccc.nlc.org (https://ccc.nlc.org/). Registration for the 2019 conference will open at City Summit this November.

Future CCC Dates

March 8-11,2029 Mar 13, 2019 March 7-10, 2021 Mar Washington, DC

REGISTER TODAY

Comments or Questions?

Lauren Ryan (/person/lauren-ryan)
Program Manager for Conferences
202-626-3071
ryan@nlc.org (mailto:ryan@nlc.org)

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877-827-2385 INFO@NLC.ORG

CONTACT (/ABOUT-NLC/CONTACT)

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AGENDA ITEM #11

City of Kingsville Department Name

TO:

Mayor and City Commissioners

CC:

Jesus A. Garza, City Manager

FROM:

Adrian Garcia, Fire Chief / EMC

DATE:

January 14, 2019

SUBJECT:

New Ambulance Purchase

Summary:

The Kingsville Fire Department recently requested funding from 033-5-2200-71100 Vehicle account to purchase a new 2019 Wheeled Coach Ford F450 Ambulance from Siddons-Martin Emergency Group, LLC and now desires to purchase the ambulance.

Background:

The new MICU will replace Medic 141, a 2011-year model with over 65,064 miles of service. Unfortunately, due to increasing maintenance costs and down time of the unit, it is no longer adequately servicing our community and its residents. Staff is recommending the 2019 Wheeled Coach Ford F450 Ambulance from Siddons-Martin Emergency Group, LLC as the replacement vehicle.

Siddons-Martin Emergency Group, LLC is an authorized HGAC vendor (contract AM10-16). Texas Local Government Code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.

Financial Impact:

This purchase will expend a total of \$211,865.00 with the total amount coming from account 033-5-2200-71100 Vehicle.

Recommendation:

Staff recommends the purchase of the new ambulance from Siddons-Martin Emergency Group, 3500 Shelby Lane, Denton, TX 76207 under the HGAC contract per attached specifications.



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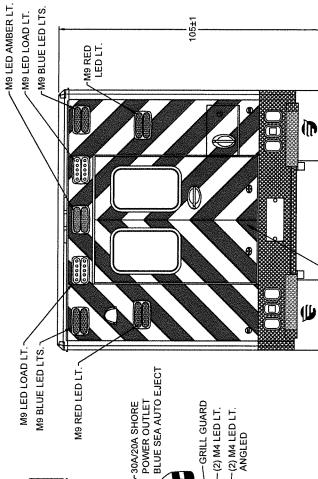
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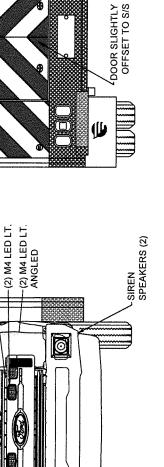
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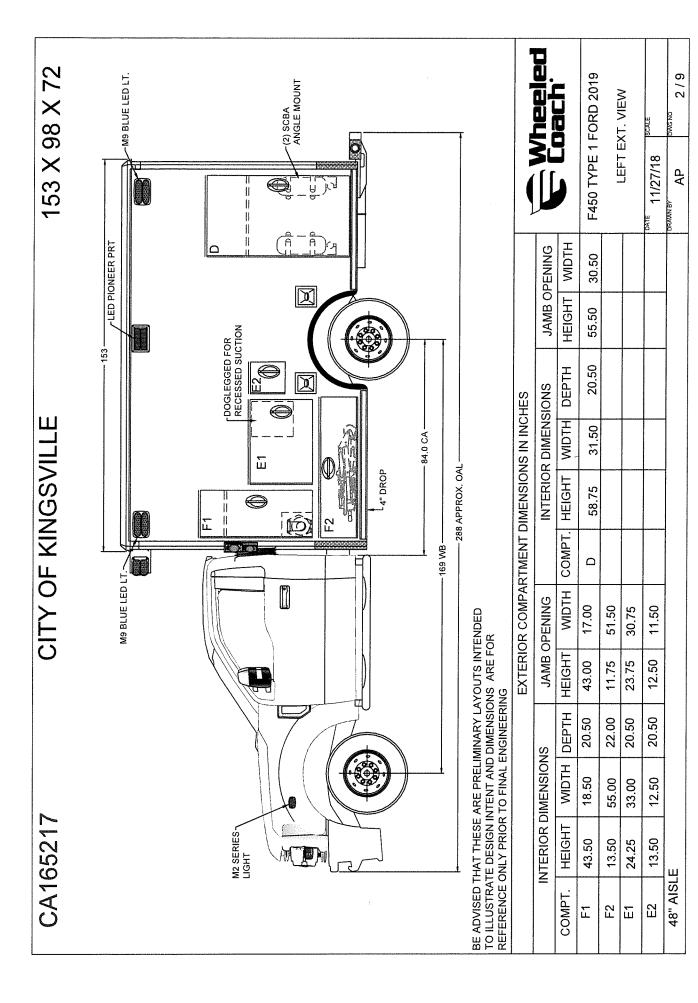


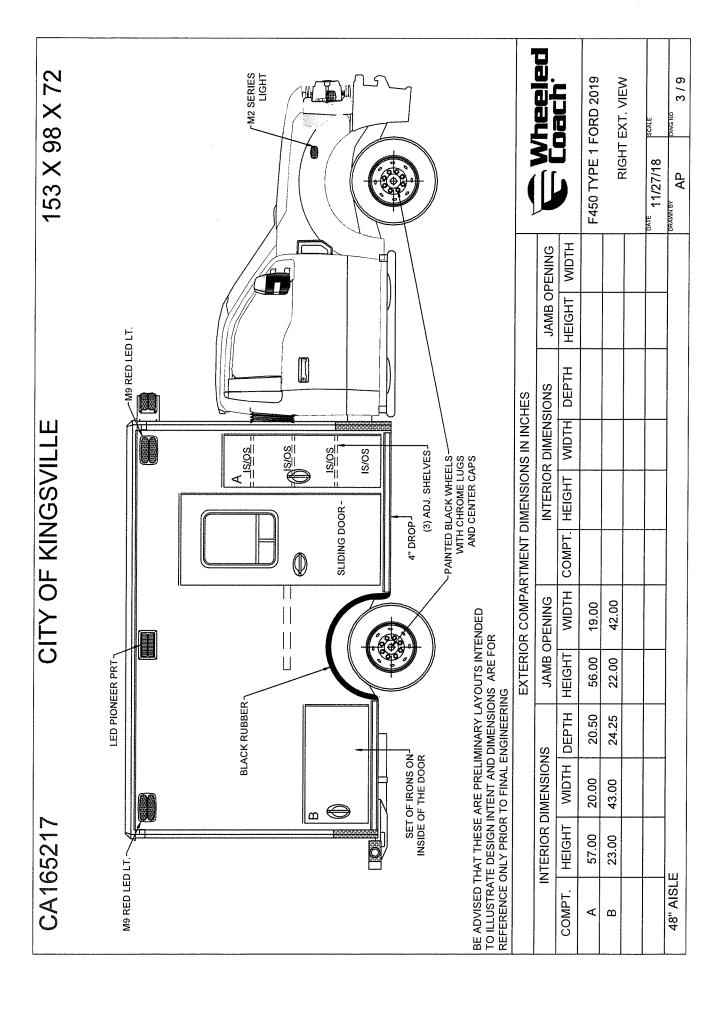


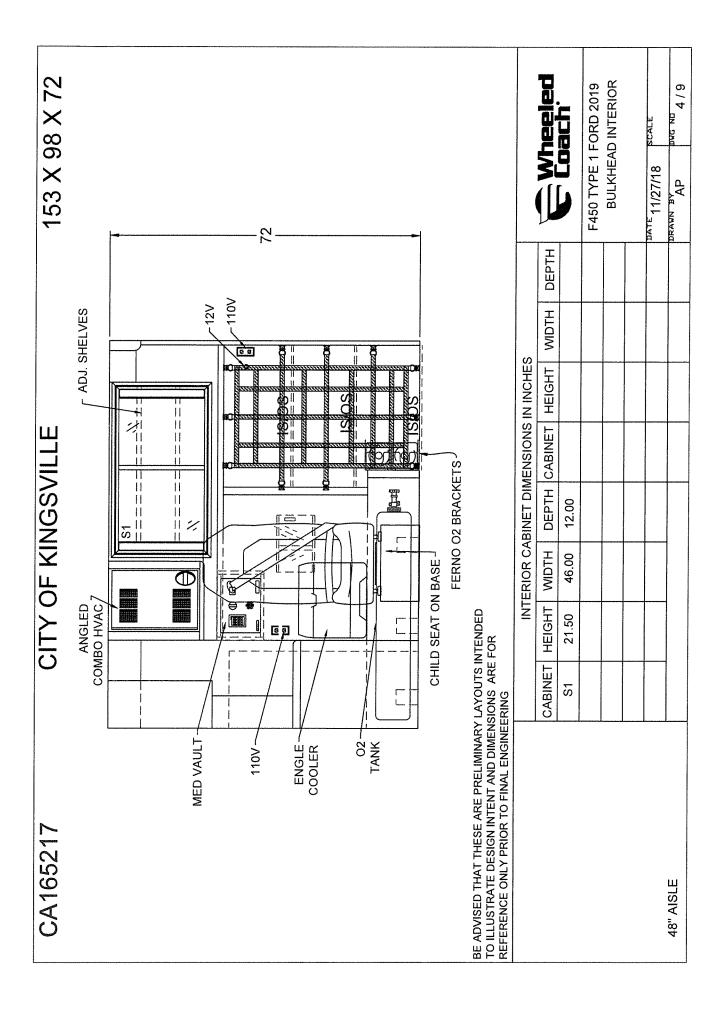
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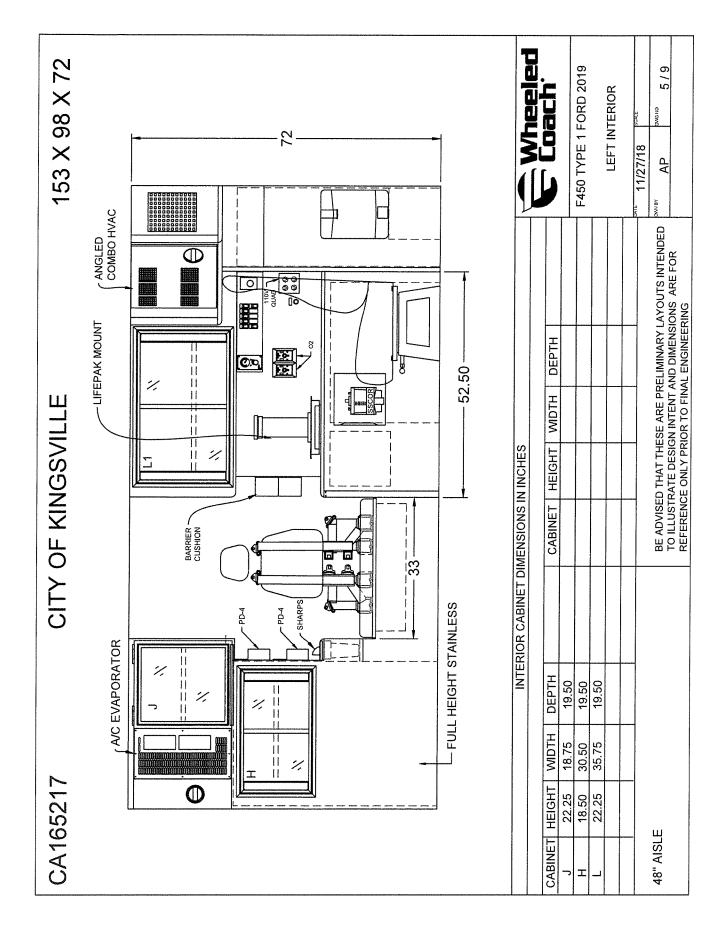
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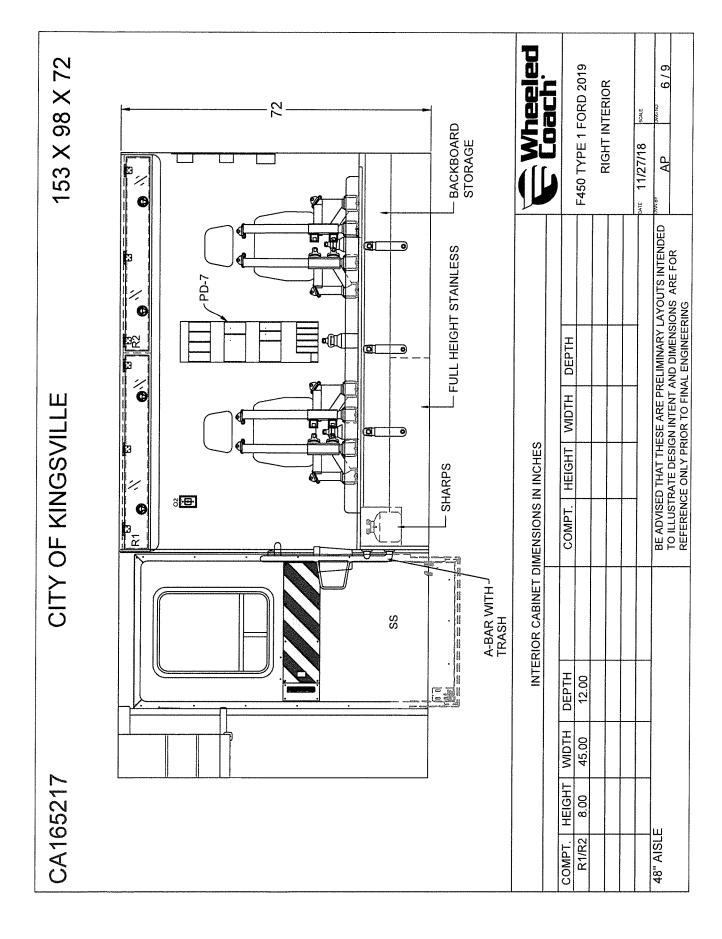
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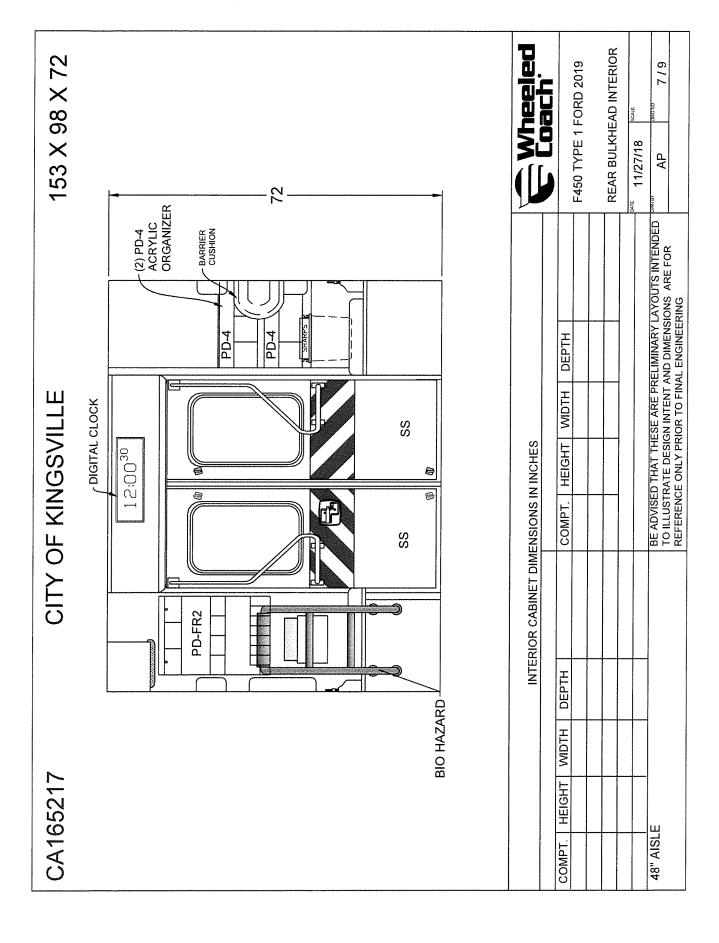






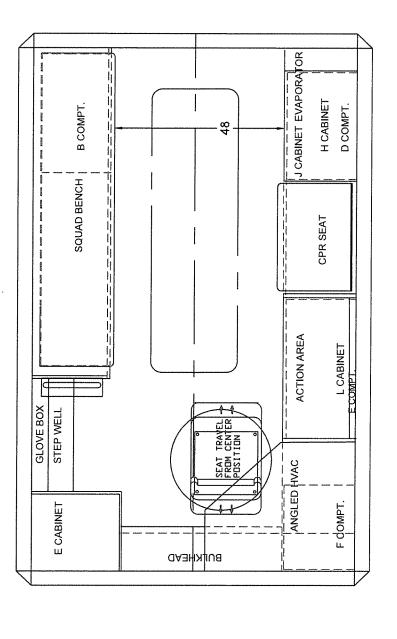






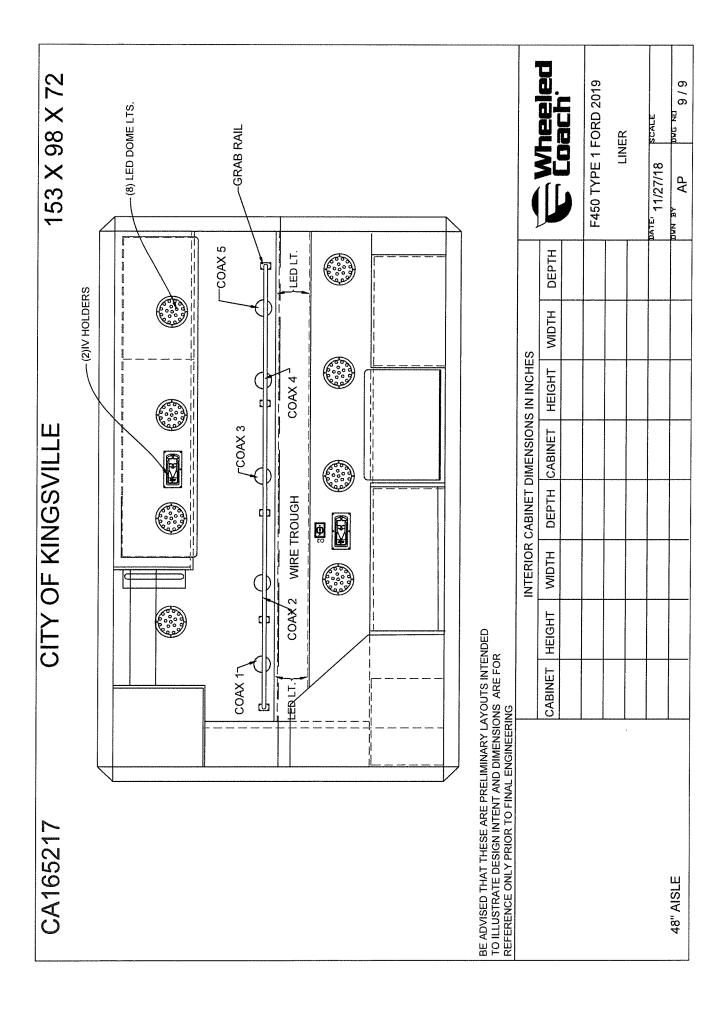
CITY OF KINGSVILLE

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BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING

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					48" AISLE



QUOTATION

SIDDONS-MARTIN EMER GROUP

City of Kingsville

Siddons-Martin Emergency Group Gretchen Peters ARS,

Exp. Date:

01/06/2017

Quote No:

T1 - 153:

210149 STD

Model: Type 1 Ford - 153"Module - #1153F Ford, F-450,165"WB, 4x2, XLT,153",#1153F

T1 - 153:

0990029STD

T1 - 153:

200010 STD

Type 1 Ford - 153" Module - #1153F

11/28/2018 16:30:15

Page 1

PART NO	s		DESCRIPTION	OTV	Page
FARTINO	J		== Ford, F-450,165"WB, 4x2, XLT,153",#1153F - 620.034 10/14/16 ==	QTY 1	WC
			CHASSIS:	1	1
00-10-3310	S	<	Ford 2019F-450, 4x2, XLT, 6.7L, 169" WB 2018-3 Chassis will be 2019	1	wc
			Orlassis will be 2010		
			Autothrottle OEM Ford		
			Dual Alternators OEM Ford		
			Mirrors, OEM, Heated/Remote Cab seats OEM Captains chairs(no armrests)		
			Cab seats OEM Captains chairs(no anniests)		
05-00-0125		<	conversion, ment, type i, too medale, t too the to t	1	wc
			Includes Liquid Spring Rear Suspension		
			CAB TO MODULE MOUNTING:	1	wc
10-10-1001		< >	Bellows, Passthru, Unigrip, F1 2008+, Std	1	wc
			With Aluminum cab insert.		
			CHASSIS ADD-ONS:	1	wc
1A-10-01SR	Х	<	AC compressor, IATS Aux A/C Compressor Outside Vendor !!!	1	***
				•	
			SR# 2161829F		
			Install auxiliary AC compressor bracket and AC compressor on bracket.		
			(both OEM alternators will remain)		
			This will be done by Southeast Power		
			SUSPENSION:	1	wc
1F-30-7551		<	Rear Suspension - Liquid Spring- 2017+ F450, 4x4	1	WC
			Dump Feature activated by the Left rear access door.		
			Override switch to be near right rear entry door		
			Ignition switch Hot, Standard.		
			Per KKK, the rear suspension shall only lower the module when the vehicle is	in	
			park and the parking brake is set.		
			CHASSIS ADD ONS, MISC	1	wc
2F-71-7103			Cab Flooring, Black Rubber, 2009+, F350/450, OEM	1	WC
			HEATING/AIR CONDITIONING:	1	WC
5U-10-SMEG			HVAC to be at 45 degree angle	1	
5U-10-SRSR 5U-12-5000	Х	_	Vac and blow out AC lines Hoses, Heater, No Max, to Rear, STD	1	wc
5U-70-011R	X		Heat/AC, F1, 2011+, Combo, 12vdc/110vac, w/Coolbar	1	VVC
	- •			•	
			SR 2161829F		
			FOR ADDITIONAL AC COMPRESSOR		

11/28/2018 16 PART NO	S	Ŭ	DESCRIPTION	QTY	Page
			CM3000 thermostat in action area.	Q(II	
			110vac air conditioner 110vac External Condenser, in Coolbar mounted on front of module. 110vac heat strips(approx 1700 watt)		
			12vdc air conditioner 12vdc External Condenser, in Coolbar mounted on front of module. Painted to match front of unit.	The state of the s	
5U-70-0980		<	Hoseline Mini Evaporator 9-5000 Cabinet "J" area Hoseline mini-evaporator tied into the refrigerant lines with the standard HVAC off of the secondary compressor.	1 unit	wc
			When Standard HVAC is on AC the mini-evaporator fan is on High Only- No lo control of fan speed	cal	
5U-80-1000		<	Inlet, Auto Eject, 30amp, White, for 12v/110v AC unit on angled housing Left front of module with standard shoreline.	1	wc
			Cover to be BLUE SEA		
5U-90-1160		< >	Heat/Air Conditioner Located LF corner, ILOS HVAC evaporator relocated to street side of front bulkhead adjacent to street side wall. ANGLED	1	wc
5U-91-1000			Kissling Continuous Duty Solenoid, ILOS BATTERY SWITCHES:	1	1
60-22-1030		<	Battery Sw, 5min Timer, F1, Fig 5B, Batt under Hood Activated thru OEM ignition switch timer function upon ignition "off". Momentary rocker switch, on driver's side of cab console, to function as timer shutoff and also reactivate timer.	1 1	1
			(2) OEM batteries under hood		
			ONLY Module power is turned on/off. Chassis power is NOT turned off.		
60-22-1100		<	Special Switching, Master Switch Powered Shoreline/Ignition ILOS Customer want entire unit to operate as if the engine is running when the uniplugged in and the master switch is activated.	1 t is	wc
7U-10-00SR	X	<	CONSOLES: Custom Console with armrests, ILOS 10458346 SR #216278R-1 Painted Black Aluminum. (3) mapbook storage and (2) cupholders	1	wc
7U-12-7700		<	Armrests, (2) Side mount, Bolt on Install Armrests for cab seats. (1) armrest bolted onto each side of cab console	1	wc
			Make sure seatbelt is easily on and off before mounting arm rests		
TF-50-SR00	XS	< >	BULKHEAD CABINET: Bulkhead, Custom, O2 across lower, S and E In upper SO-BH-361167 SR # 216278F	1 1	WC WC
			Cabinet S- Aluminum cabinet- 23" H x 27" W x 12" D mounts over pass thru		

11/28/2018 16:30 PART NO	S DESCRIPTION	QTY	Page:
	Cabinet E- Aluminum cabinet- 23" H x 27" W x 12" D mounts on top of RF Al Cabinet.	_S	
X5-10-3901	WHEELCOVERS: < Covers, Wheel, Phoenix, F450, 4X2/4x4, 1153/1170 with Air Max Valve Extenders, std	1 1	wc wc
00-00-0247 00-05-0100	== Type 1 Ford - 153" Module - #1153F - 620.034 10/14/16 == **********************************	1 1 1	WC WC WC
	All cabinets shall be labeled as to their capacity Rating.		
35-05-0005 35-05-0010 35-05-0020 35-05-2160	Type 1 - 153" Module - Standard Model Series Type 1 - 153" Module General Body Construction Spec Type 1 - 153" Module Vehicle Body Structure Spec INTERIOR CABINETS - Aluminum, Painted, Texas Edition, CN10 Compliant Flat wall panels above CS and SS CPR side seat to be PVC material per EC 1922	1 1 1 1 N	WC WC WC
35-10-0068	MODULE BODIES: < Aisle Space, 50 inches, STD, Type 1, Std Model Only Actual dimension 48" due to design. Requires stainless steel wheelwell covers attached to squad bench and basewall cabts that will protrude up to 1.5" into aisleway on each side.	1 1	wc wc
	Install anti-slip decal with Wheeled Coach logo on curbside and rear stainless steel thresholds, STD		
35-10-0320 35-10-0501 35-10-05SR	Module Skins, 0.125 inch > Headroom, 72 in. Type 1 - 153" module, #1153F/D/C X < Body Wldth 98" ILOS (SO-BODY-361167) 98" Wide Body Skin to Skin measurement Requires .125 skins.	1 1 1	wc wc
35-11-0200 35-12-0100	 Drop Skirt, 4 inches forward of rear wheels, Both sides Curbside Entry Door, Sliding ILO Hinged CS Sliding access door uses Eberhard Handle Only. 	1 1	wc wc
	Install (3) rubber grommet mounted red ICC lights on the rear facing vertical edge on the entry door frame wired to a flasher and to flash when the side entry door in the open position. Install (1) White strip light on the bottom horizontal edge the entry door step well wired to come 'On' as courtesy lights.	s	
37-00-0350	< Coating, Scorpion X02, Per Compt, (1), Std light gray	7	wc
37-00-0360 37-00-0600	Coating, Scorpion, Rear Bumper Supports < > Compartments, Sweepout All Compartments are to be sweepout	1 8	WC WC
37-00-0710	 Duraseam Doors, with Hidden Jambs - Magnetic door switches, Standard 	1	wc

11/28/2018 16		5			Page 4
PART NO 37-A0-0373	S	<	A, Compt, Single Door, Hoseline, 153" Module, 72" HR, T1 53"H x 19"W x 20.5"D in lower section	QTY 1	WC
37-B1-0376		<	B1, Compt, Widened and Raised,153" Module,T1,#1153F/D/C only 24.75"H x 43"W x 24.25" D (ID)	1	wc
37-B2-0200 37-D0-0351		< :	B2, Compt, Deleted > D, Compt, 3/4, 153" Module, T1, 72" H.R, #1153F/D/C only Compt: 31.25"W x 18"D x 64.5"H single door	1 1	wc wc
			SEE angled SCBA brackets		
37-E0-02SR	xs	< >	> E1,Compt, Custom 10154266 SR#216278F SO-E-361167 25.25"H x 31.75"W x 19.5"D (ID)	1	wc
			Elect compt. Elect Eng: Arrange components in this compartment in a way that compone that require servicing or replacement are easily accessible !!!!!	nts	
			Must be vented properly for Inverter. Louver compt door and install (2) circulation fans, per Eng.		
37-E1-02SR	Х	<	E2, Compt, Custom (SO-E2-961167) RE:SR 216278F	1	
			15" H x 17" W x 19.5" D (ID)		
			Located just aft of Compt E over the wheelwell.		
			Single Door Left hand hinged.		
37-F0-05SR	xs	< >	F1, Compt, Custom, #1153F/D/C only SR #216278F SO-F-361167 44.5"H x 18."W x 17.75"D (ID) slide out oxygen cylinder against lower wall 1. single door hinged left	1	WC
37-F0-0610 37-F1-05SR	X	<	Without Dogleg for Stairchair in Compt "F" F2, Compt., Custom (SO-F2-361167) RE:SR 216278F	1	wc
			11.5" H x 52" W x 23" D (ID) for Stryker Stair Chair Storage		
			, , , , , , , , , , , , , , , , , , ,		
			Single door hinged at bottom, hold open to be aircraft cable see option below.		
			****Top of compartment to be reinforced with 0.250" aluminum plate for carreinforcement.	ne	
38-G0-03SR	×	<	Compt G to hold 72" backboards to allow for trash at head of SB SR# 218586F Squad bench to have trash at head of SBincludes lid for trash Comp G to hold 72" back boards	1	

### FILE FILE HOUSING: Housing, Fuel File, Cast, FT/C1/D1/M2 1 WC EXTERIOR DIVIDERS: 1 WC SHELF-COMPATTMENT "A"/RF CABINET: 1 WC SHELF-COMPATTMENT "A"/RF CABINET: 1 WC SHELF-COMPATTMENT "A"/RF CABINET: 1 WC 1 WC 1 WC 1 WC 2 Shelf, Additional, Adjustable, (1), RF Cab Custom 2 WC RF Compt for total of (3) Bottom Shelf to be smaller due to Notch of the O2 rack in the compartment-Place this shelf at FLOOR LEVEL SHELF-COMPATTMENT "D": 1 WC 3F-40-3001 Shelf, Custom, Adj. Cmpt "D", (1), Sid Model only at bottom of cabt" Hinside/outside access opening. 1 WC 3F-60-6000 Shelf, Custom, Adj. Cmpt "F", (1) WC 3P-10-5201 Shelf, Custom, Adj. Cmpt "F", (1) WC 3P-10-5201 Shelf, Custom, Adj. Cmpt "F", (1) WC 3P-10-5201 Shelf, Custom, Adj. Cmpt "F", (1) WC MODULE ENTRY DOOR HANDLES: 1 WC MODULE ENTRY DOOR HANDLES: 1 WC 3U-30-8000 Handles, Patient Entry, Timark, Black/Chrome, "S16P assa" STD WC EXTERIOR COMPT DOOR HANDLES: 1 WC 4U-10-1611 Shelf, Custom, RD cores, Cast, Grabber (2), St. Std Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model only Installed so doors will open as wide as possible Model open Model only Installed so doors will open Model only Installed so	11/28/2018 16: PART NO	30:15 S DESCRIPTION	QTY	Page 8
### STERIOR DIVIDERS: 3F-20-1000	ARTINO			
SHELF-COMPARTMENT "A"/RF CABINET: 1 WC	3A-10-1000		1	1
3F-20-1000			1	1
3F-20-1500 Shelf, Additional, Adjustable, (1), RF Cab Custom RF Compt for total of (3) Bottom Shelf to be smaller due to Notch of the O2 rack in the compartment- Place this shelf at FLOOR LEVEL	3F-20-1000		1 -	
RF Compt for total of (3) Bottom Shelf to be smaller due to Notch of the CO2 rack in the compartment- Place this shelf at FLOOR LEVEL				
### the compartment- Place this shelf at FLOOR LEVEL ### SF-40-3001 Shelf, Custom, Adj. Cmpt "D", (1), Std Model only at bottom of cabt "H" inside/outside access opening. SHELF-COMPARTMENT "F": (1)	3F-20-1500		2	wc
3F-40-3001 Compt				
3F-60-6000 Shelf, Custom, Adj, Cmpt "F", (1) WINDOWS: 1 WC WC WINDOWS: 1 WC WC WC WC WC WC WC	3F-40-3001	< > Shelf, Custom, Adj, Cmpt "D", (1), Std Model only	1	1
3F-60-6000 Shelf, Custom, Adj, Cmpt "F", (1) WINDOWS: 1 WC WC WINDOWS: 1 WC WC WC WC WC WC WC		SHELF- COMPARTMENT "F":	1	wc
3P-10-5201	3F-60-6000	> Shelf, Custom, Adj, Cmpt "F", (1)	1	wc
MODULE ENTRY DOOR HANDLES: 1 WC	3P-10-5201		1 1	
SEXTERIOR COMPT DOOR HANDLES: 3U-40-0510		MODULE ENTRY DOOR HANDLES:	1	WC
3U-40-0510	3U-30-8000		1	3
## A0-10-1611 ## A0-10-16000 ## A0-10-160000 ## A0-10-160000 ## A0-10-160000 ## A0-10-160000 ## A0-10-160000 ## A0	3U-40-0510		8	
- Installed so doors will open as wide as possible - Mount at top of doors. 40-10-5500		DOOR HOLD OPENS:	1	wc
Compt F1 40-10-6000	40-10-1611	- Installed so doors will open as wide as possible	1	WC
Compt F1 40-10-6000	40-10-5500	< > Hold Open Socket/Plunger (1) II OS	1	wc
Compt door G 40-10-7000	10 0000		•	WC
Compt door G 40-10-7000	40 40 6000	A Stand Open Control/Dispuser (4) IATO		W.C
40-10-7000 < > Rubber Bumpers, (4), ILOS 1 WC 40-10-7200 < Hold Open, Gas Strut, Ext Compt, 30lb, Std	40-10-6000		1	WC
40-10-7200		·		
40-10-7200	40-10-7000		1	wc
Compt E1,D,and B 40-10-7205		(2) 011 [2		
40-10-7206 S < Hold Open, Gas Strut, Comp Door Only, 110 Degree, 30lb, ILOS Compt F1 40-10-7750 < Holdopen, Gas Strut, CS Entry Door, 35# Standard. New Code Per ECN 1823 40-10-7910 <> Hold Open, Aircraft Cables, 20" x 1/4", (2), ILOS for drop down door. For compartment F2 storage door Metal cable with loops and Perco hook on door and wall. REINFORCE mounting areas!!! DOOR PANELS: 45-10-00SR X Red/Yellow diamond grade chevrons on CS entry and Rear entry doors ILOS - Panels, Entry, Durasafe, Stainless Steel, w/ Chevrons, STD - Durasafe Design	40-10-7200		3	wc
40-10-7206 S < Hold Open, Gas Strut, Comp Door Only, 110 Degree, 30lb, ILOS Compt F1 40-10-7750 < Holdopen, Gas Strut, CS Entry Door, 35# Standard. New Code Per ECN 1823 40-10-7910 <> Hold Open, Aircraft Cables, 20" x 1/4", (2), ILOS for drop down door. For compartment F2 storage door Metal cable with loops and Perco hook on door and wall. REINFORCE mounting areas!!! DOOR PANELS: 45-10-00SR X Red/Yellow diamond grade chevrons on CS entry and Rear entry doors ILOS - Panels, Entry, Durasafe, Stainless Steel, w/ Chevrons, STD - Durasafe Design	40-10-7205	Hold Open, Gas Strut, RF Compt, 30lb, Std	1	wc
40-10-7750 < Holdopen, Gas Strut, CS Entry Door, 35# Standard. 40-10-7910 <> Hold Open, Aircraft Cables, 20" x 1/4", (2), ILOS for drop down door. For compartment F2 storage door Metal cable with loops and Perco hook on door and wall. REINFORCE mounting areas!!! DOOR PANELS: 45-10-00SR X Red/Yellow diamond grade chevrons on CS entry and Rear entry doors ILOS - Panels, Entry, Durasafe, Stainless Steel, w/ Chevrons, STD - Durasafe Design	40-10-7206		1	WC
New Code Per ECN 1823 40-10-7910		Compt F1		
for drop down door. For compartment F2 storage door Metal cable with loops and Perco hook on door and wall. REINFORCE mounting areas!!! DOOR PANELS: 45-10-00SR X Red/Yellow diamond grade chevrons on CS entry and Rear entry doors ILOS 45-10-4505 < Panels, Entry, Durasafe, Stainless Steel, w/ Chevrons, STD Durasafe Design	40-10-7750		1	wc
Metal cable with loops and Perco hook on door and wall. REINFORCE mounting areas!!! DOOR PANELS: 45-10-00SR X Red/Yellow diamond grade chevrons on CS entry and Rear entry doors ILOS 45-10-4505 < Panels, Entry, Durasafe, Stainless Steel, w/ Chevrons, STD Durasafe Design MC WC	40-10-7910		1	wc
45-10-00SR X Red/Yellow diamond grade chevrons on CS entry and Rear entry doors ILOS 45-10-4505 < Panels, Entry, Durasafe, Stainless Steel, w/ Chevrons, STD - Durasafe Design		Metal cable with loops and Perco hook on door and wall.		
45-10-00SR X Red/Yellow diamond grade chevrons on CS entry and Rear entry doors ILOS 45-10-4505 < Panels, Entry, Durasafe, Stainless Steel, w/ Chevrons, STD - Durasafe Design				
45-10-4505 < > Panels, Entry, Durasafe, Stainless Steel, w/ Chevrons, STD 1 WC - Durasafe Design	4E 10 000D		. 1	wc
- Durasafe Design	Į.			wc
- Aluminum Center Panels covered: white/BLUE reflective tape	12 12 12	- Durasafe Design		
		- Aluminum Center Panels covered: white/BLUE reflective tape		

4A-10-1001	PART NO		OTV	Page
4A-10-1001 Filare, Fender, Rear, Black Rubbers, Std Model anly BUMPRS: 1 WC 4F-10-1101 Sumper, Rear, w Skids & Filip Up, F1/C1, w/LED DOT its, Std Model 1 WC W Gator Grip on flip up step.	PARTNU		QTY	ID IWC
## 4F-10-1101	4A-10-1001			
4F-10-1101				
## AK-10-2106 Running Boards, Standard,F450, w Gator Grip, #1153F/1170F 1 WC ## AK-10-2106 Running Boards, Standard,F450, w Gator Grip, #1153F/1170F 1 WC ## AK-10-7505	4F-10-1101	< Bumper,Rear,w/ Skids & Flip Up,F1/C1,w/LED DOT Its,Std Model	1	
WC		w/ Gator Grip on flip up step.		
Below module Curbside entry door. SKIRTRAILS 1 WC 4U-10-9200	4K-10-2106		1 1	
AU-10-9200	4K-10-7505	< > Step, Super Loop, Below Module Curbside Door	1	wc
AU-10-9200		below module Curbside entry door.		
AU-10-9200		SKIDIDAII S	1	WC
Tape, Reflective, White, For Extruded Skirtrails 1 WC WC STONE GUARDS (FRONT): 1 WC WC STONE GUARDS (FRONT): 1 WC KICKPLATES (WSTD, REAR STONEGUARDS): 1 WC KICKPLATES (WSTD, REAR STONE	4U-10-9200			
Stone Guard, Front, Dia Plate, Type 1 & Ford Type 3				1
Mickplate, W/Recess, No Light Holes, Durasearm 1 WC		STONE GUARDS (FRONT):	1	wc
So-10-2105	4U-11-2000			1
Send sprayout for approval to:	50 40 0405			
Sill Protectors, Stainless, All Compts, Std Model only 1 WC MUD FLAPS: 1 WC	1			
Sill Protectors, Stainless, All Compts, Std Model only MUD FLAPS: 1 WC WC PAINT/BELTS: 1 WC WC SF-10-1001 Mud Flaps, Rear, W/Logo, Std Model only 1 WC WC PAINT/BELTS: 1 WC WC SF-10-1100 SPaint, Rims Interior/Spare Gloss Black 1 WC WC SF-10-3200 Sends, Entire Unit, 20% Upch Color: Sikkens paint code # Send sprayout for approval to: WC WC SF-10-3600 Paint, Multi-Color, Labor Charge Paint, Belt, None, Std Model only CHEVRON PACKAGES INSTALLED: WC WC SK-12-0022 Sends State Sta	33-10-3000			VVC
Sill Protectors, Stainless, All Compts, Std Model only MUD FLAPS: 1 WC WC PAINT/BELTS: 1 WC WC SF-10-1001 Mud Flaps, Rear, W/Logo, Std Model only 1 WC WC PAINT/BELTS: 1 WC WC SF-10-1100 SPaint, Rims Interior/Spare Gloss Black 1 WC WC SF-10-3200 Sends, Entire Unit, 20% Upch Color: Sikkens paint code # Send sprayout for approval to: WC WC SF-10-3600 Paint, Multi-Color, Labor Charge Paint, Belt, None, Std Model only CHEVRON PACKAGES INSTALLED: WC WC SK-12-0022 Sends State Sta		SILL PROTECTORS	1	WC
MUD FLAPS: 1 WC	55-30-4001		-	•
5A-10-1001 Mud Flaps, Rear, W/Logo, Std Model only PAINT/BELTS: 1 WC 5F-10-1100 < Paint, Rims Interior/Spare Gloss Black			-	
5F-10-1100 < > Paint, Rims Interior/Spare Gloss Black 1 WC 5F-10-3200 < > Paint, Entire Unit, 20% Upch Color: Sikkens paint code #	5A-10-1001	Mud Flaps, Rear, W/Logo, Std Model only	1	
SF-10-3200			1	
Color: Sikkens paint code # Send sprayout for approval to: Do Not paint unit until sprayout is approved !!!! 5F-10-3600 > Paint, Multi-Color, Labor Charge Paint, Belt, None, Std Model only CHEVRON PACKAGES INSTALLED: 1 WC 5K-12-0022 < Chevron Striping, Full Rear including doors, 6" Diamond Grade Reflective To be installed by 24/7 Graphics COLORS: Yellow/red DECAL PACKAGES INSTALLED: 1 WC 5P-10-00SR X Custom Lettering/graphics 5P-10-5001 Roof Star, White Border, Installed, Std Model Only ELECTRICAL SYSTEM: Circuitboard 5V-10-0100 < Electrical System connected to chassis via Deutsch Connections, ILOS For ease of Remounting a 102-PIN Deutsch connector to connect the module to the chassis. 5V-10-02SR X < Electrical Schematics mounted on Compt "E" door Panel 1 1	5F-10-1100		1	WC
Color: Sikkens paint code # Send sprayout for approval to: Do Not paint unit until sprayout is approved !!!! 5F-10-3600 > Paint, Multi-Color, Labor Charge Paint, Belt, None, Std Model only CHEVRON PACKAGES INSTALLED: 1 WC 5K-12-0022 < Chevron Striping, Full Rear including doors, 6" Diamond Grade Reflective To be installed by 24/7 Graphics COLORS: Yellow/red DECAL PACKAGES INSTALLED: 1 WC 5P-10-00SR X Custom Lettering/graphics 5P-10-5001 Roof Star, White Border, Installed, Std Model Only ELECTRICAL SYSTEM: Circuitboard 5V-10-0100 < Electrical System connected to chassis via Deutsch Connections, ILOS For ease of Remounting a 102-PIN Deutsch connector to connect the module to the chassis. 5V-10-02SR X < Electrical Schematics mounted on Compt "E" door Panel 1 1	5E 10 3200	C > Paint Entire Unit 20% Unch	1	WC
Sikkens paint code #	3F-10-3200		1	WC
Do Not paint unit until sprayout is approved !!!! 5F-10-3600				
5F-10-3600 > Paint, Multi-Color, Labor Charge 5F-10-4801 Paint, Belt, None, Std Model only CHEVRON PACKAGES INSTALLED: 5K-12-0022 < Chevron Striping, Full Rear including doors, 6" Diamond Grade Reflective To be installed by 24/7 Graphics COLORS: Yellow/red DECAL PACKAGES INSTALLED: 5P-10-00SR X Custom Lettering/graphics Roof Star, White Border, Installed, Std Model Only ELECTRICAL SYSTEM: Circuitboard 5V-10-0100 < Electrical System connected to chassis via Deutsch Connections, ILOS For ease of Remounting a 102-PIN Deutsch connect the module to the chassis. 5V-10-02SR X < Electrical Schematics mounted on Compt "E" door Panel 10155689		Send sprayout for approval to:		
5F-10-3600 > Paint, Multi-Color, Labor Charge 5F-10-4801 Paint, Belt, None, Std Model only CHEVRON PACKAGES INSTALLED: 5K-12-0022 < Chevron Striping, Full Rear including doors, 6" Diamond Grade Reflective To be installed by 24/7 Graphics COLORS: Yellow/red DECAL PACKAGES INSTALLED: 5P-10-00SR X Custom Lettering/graphics Roof Star, White Border, Installed, Std Model Only ELECTRICAL SYSTEM: Circuitboard 5V-10-0100 < Electrical System connected to chassis via Deutsch Connections, ILOS For ease of Remounting a 102-PIN Deutsch connect the module to the chassis. 5V-10-02SR X < Electrical Schematics mounted on Compt "E" door Panel 10155689				
5F-10-3600 > Paint, Multi-Color, Labor Charge 5F-10-4801 Paint, Belt, None, Std Model only CHEVRON PACKAGES INSTALLED: 5K-12-0022 < Chevron Striping, Full Rear including doors, 6" Diamond Grade Reflective To be installed by 24/7 Graphics COLORS: Yellow/red DECAL PACKAGES INSTALLED: 5P-10-00SR X Custom Lettering/graphics Roof Star, White Border, Installed, Std Model Only ELECTRICAL SYSTEM: Circuitboard 5V-10-0100 < Electrical System connected to chassis via Deutsch Connections, ILOS For ease of Remounting a 102-PIN Deutsch connect the module to the chassis. 5V-10-02SR X < Electrical Schematics mounted on Compt "E" door Panel 10155689		***************************************		
5F-10-3600 > Paint, Multi-Color, Labor Charge 5F-10-4801 Paint, Belt, None, Std Model only CHEVRON PACKAGES INSTALLED: 5K-12-0022 < Chevron Striping, Full Rear including doors, 6" Diamond Grade Reflective To be installed by 24/7 Graphics COLORS: Yellow/red DECAL PACKAGES INSTALLED: 5P-10-00SR X Custom Lettering/graphics Roof Star, White Border, Installed, Std Model Only ELECTRICAL SYSTEM: Circuitboard 5V-10-0100 < Electrical System connected to chassis via Deutsch Connections, ILOS For ease of Remounting a 102-PIN Deutsch connect the module to the chassis. 5V-10-02SR X < Electrical Schematics mounted on Compt "E" door Panel 10155689				
5F-10-4801 Paint, Belt, None, Std Model only CHEVRON PACKAGES INSTALLED: 5K-12-0022		Do Not paint until sprayout is approved !!!!		
5F-10-4801 Paint, Belt, None, Std Model only CHEVRON PACKAGES INSTALLED: 5K-12-0022				
CHEVRON PACKAGES INSTALLED: 5K-12-0022	5F-10-3600		1	
5K-12-0022 < > Chevron Striping, Full Rear including doors, 6" Diamond Grade Reflective To be installed by 24/7 Graphics COLORS: Yellow/red DECAL PACKAGES INSTALLED: 5P-10-00SR X Custom Lettering/graphics 5P-10-5001 Roof Star, White Border, Installed, Std Model Only ELECTRICAL SYSTEM: Circuitboard 5V-10-0100 < Electrical System connected to chassis via Deutsch Connections, ILOS For ease of Remounting a 102-PIN Deutsch connector to connect the module the chassis. 5V-10-02SR X < Electrical Schematics mounted on Compt "E" door Panel 10155689	5F-10-4801		1	
To be installed by 24/7 Graphics COLORS: Yellow/red DECAL PACKAGES INSTALLED: 5P-10-00SR X Custom Lettering/graphics 5P-10-5001 Roof Star, White Border, Installed, Std Model Only ELECTRICAL SYSTEM: Circuitboard 5V-10-0100 < Electrical System connected to chassis via Deutsch Connections, ILOS For ease of Remounting a 102-PIN Deutsch connector to connect the module the chassis. 5V-10-02SR X < Electrical Schematics mounted on Compt "E" door Panel 10155689	EK 12 0022		1	
DECAL PACKAGES INSTALLED: 5P-10-00SR X Custom Lettering/graphics 5P-10-5001 Roof Star, White Border, Installed, Std Model Only ELECTRICAL SYSTEM: Circuitboard 5V-10-0100 < Electrical System connected to chassis via Deutsch Connections, ILOS For ease of Remounting a 102-PIN Deutsch connector to connect the module to the chassis. 5V-10-02SR X < Electrical Schematics mounted on Compt "E" door Panel 10155689	JR-12-0022		1	VVC
5P-10-00SR X Custom Lettering/graphics 5P-10-5001 Roof Star, White Border, Installed, Std Model Only ELECTRICAL SYSTEM: Circuitboard 5V-10-0100 Clectrical System connected to chassis via Deutsch Connections, ILOS For ease of Remounting a 102-PIN Deutsch connector to connect the module to the chassis. 5V-10-02SR X Custom Lettering/graphics 1 WC WC 5V-10-0100 1 WC WC 5V-10-0100 1		COLORS: Yellow/red		
5P-10-00SR X Custom Lettering/graphics 5P-10-5001 Roof Star, White Border, Installed, Std Model Only ELECTRICAL SYSTEM: Circuitboard 5V-10-0100 Clectrical System connected to chassis via Deutsch Connections, ILOS For ease of Remounting a 102-PIN Deutsch connector to connect the module to the chassis. 5V-10-02SR X Custom Lettering/graphics 1 WC WC 5V-10-0100 1 WC WC 5V-10-0100 1		DECAL PACKAGES INSTALLED:	1	wc l
5V-10-0100	5P-10-00SR	X Custom Lettering/graphics	1	
5V-10-0100 < Electrical System connected to chassis via Deutsch Connections, ILOS For ease of Remounting a 102-PIN Deutsch connector to connect the module to the chassis. 5V-10-02SR X < Electrical Schematics mounted on Compt "E" door Panel 10155689	5P-10-5001	Roof Star, White Border, Installed, Std Model Only	1	
For ease of Remounting a 102-PIN Deutsch connector to connect the module to the chassis. 5V-10-02SR X < Electrical Schematics mounted on Compt "E" door Panel 10155689	F1/ 40 5 155		1	
10155689	5V-10-0100	For ease of Remounting a 102-PIN Deutsch connector to connect the module to	- 1	wc
10155689	5V-10-02SR	X < Electrical Schematics mounted on Compt "F" door Panel	1	
(SO-SCHEM-361167) SR 216278F		· ·	.	
		(SO-SCHEM-361167) SR 216278F		

11/28/2018 16:30:15 PART NO S	DESCRIPTION	QTY	Page 7
	Schematics to be laminated and installed in a holder on the door panel for ease troubleshooting. Includes listing of all major components and Model #s	of	
	MUST be installed prior to final inspection.		
65-10-3001	COAX CABLES/ANTENNAS: < > Coax Cable, RG58/U, (1), Additional, Std Model only - From module roof port number #1 to behind the passenger seat Standard - with 6' pigtails	1 1	1
65-30-1000	< > Coax Cable, RG58/U, (1) Each, Standard, Terminate: From module roof port number #3 to behind passenger seat standard - with pigtails 	1 6'	wc
6A-22-200E	12VDC POWER SOURCES & OUTLETS: < > Outlet, Cigar Lighter, STD, (2), A/A - on standard 20-amp ignition hot circuit. ("elect batt sw")	1 1	
	RF cabinet (1) behind attendant seat (1)		
6A-22-5100	 Outlet, Dual USB Port, 5VDC, 2.1Amp output, Standard Located on the passenger side of the center console, per Electrical Engineering 	1	wc
6A-23-0910	POWER SOURCE, 12 VDC Power Source, 12VDC, 20A, Ignition/Shoreline Hot 20amp 12 volt DC circuit ran to two locations, (1) pre-wire coil and tagged in actiarea and (1) pre-wire coil and tagged behind driver's seat.	1 1 on	wc wc
6A-23-1200	> Power Source,12 VDC,15 Amp (+-) Powered by: ignition/shoreline Hot - Locate wires on the streetside of the bulkhead just above the Transverse O2.	1 ne	wc
	This is for Pre-wire for Engle cooler		
6A-23-1201	Power Source,12 VDC,15 Amp (+-), Std Model only Ignition hot, terminating in cab console with 6 foot tails (hot and ground). 	1	wc
6A-23-3001	 Power Source,12 VDC,30 Amp (+-), Std Model only Constant Hot, to terminate behind the passenger seat with 6 foot tails (hot and ground). 	1	wc
6E-10-00SR X	ELECTRICAL ACCESSORIES Back up camera, rosco w/ monitor in rear view mirror SR #2018112F Back-up Camera: Rosco with monitor in rear	1 1	wc
	view mirror. STSC141 Rear high mount camera, STSM240 4.3" Color Mirro Monitor, STSH303 33' harness. Enable	or	
6E-10-05SR X	Fan/Vent Assembly, for Electrical Compt Air Circulation (10358680)	2	
	compt "E2"		
6F-90-4106	SHORELINE INLETS: Super Auto Eject,20 amp, ILOS, Blue, Std Model Only - with blue cover; mounted in angled housing on LF corner of module	1 1	wc wc
6F-90-5000	> Housing, 45 Degree Angled Aluminum for Shoreline	1	wc

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PART NO S	painted Aluminum 45 degree housing for shorelines on front Streetside corner of mod. to house both 30 amp and 20 amp shorelines.	/ ID
6K-40-1000	110 VAC OUTLETS: Outlet, 110 VAC, Duplex, (2), STD E2, wall 2, upper right and streetside bulkhead above transverse O2 behind attendant seat for Engle cooler	1 WC 1 WC
6K-40-8300	< Outlet, 110 VAC, (1), quad action area wall	1 WC
7F-10-9000	· ·	1 WC 1 WC
D0-10-1200 D0-10-6500		1 WC 1 WC 1 WC
DF-10-1242	SIREN SPEAKERS: < Siren Speakers, Cast SAD/PSAD3815-17FSD-1;FRD'17+, F1, Std Thru Front Bumper	1 WC 1 WC
DK-10-1400 DP-10-8900	> Siren, Whelen, WS-295-SLSA1, Standard	1 WC 1 WC 1 WC
DP-10-9215		1 WC
	Under front bumper through plastic fairing.	
DP-11-1000 DP-11-2000	Switch, Siren/Horn Thru Horn Ring	WC WC WC
DP-11-3500	AUDIBLE ALARMS:	wc
F0-11-3501	Alarm, Back-Up, Auto Reset, Std Model only VEHICLE EXTERIOR LIGHTING WHELEN M9 SERIES LED FLASHING LIGHTS: Program coolbar lights to Pinwheel and it's variable program, except center light. All corner lights will be com alert 150 and it's in and out program.	1 WC 1 WC 1 WC
FU-41-0105	Locations: (2) on front upper outer corners (1) each side in upper outer corners at rearward position	4 WC
FU-41-0107	com alert 150 and it's in and out program. , Primary/ secondary < > Light, M9RC, LED, Whelen, Red, Clear Lense, IATS, W/Flange 2) Rear mid-height, rear of module Moduflash, Primary/Secondary	wc
	(2) on front of module on coolbar; each side of center clear	
	Pinwheel Variable, Primary/ secondary	

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PART NO S		QTY	ID WC
FU-41-0110	< > Light, M9AC, LED, Whelen, Amber, Clear Lense, ILOS, W/Flange Location: center rear		WC
	Flash Moduflash, Primary/ secondary		
FU-41-0114	< > Light, M9C, LED, Whelen, Clear, ILOS, W/Flange Location: Front center Flash Moduflash, Primary Only	1	wc
FU-41-0140	< > Light, M9BC, LED, Whelen, Blue, Clear Lense, ILOS, W/Flange Locations: (2) on rear upper outer corners (1) each side of module Forward position	4	wc
FU-41-0145	> Light, M9BC, LED, Whelen, Blue, Clear Lense, IATS, W/Flange WHELEN 4 SERIES LIGHTS:	2	wc wc
H5-59-3130	< > Light, Whelen, M4D Red/ Clear, Lens clear, ILOS front OEM grill	2	
H5-59-50SR X	INTERSECTION LIGHTS, FORD & Chevy Type 1, WHELEN Whelen M2, red with clear lens, w/Flange ILOS 10132311 SR #216866R-1 ILOS front intersectors Whelen M2 Red LED clear lens with Flange Flash: Moduflash Switched Primary Only	1 2	wc
HF-11-6049	CORNER CAP LIGHTS Corner Cap Lts,Multi-LED,(2)Amber(2)Red w/Flashers,Std Model - High intensity flashers; thru separate switch	1 1	wc wc
HF-12-9100 HF-12-9601	CLEARANCE LIGHTS: Light, Clearance, Amber LED, ILOS Light, Clearance, Red LED, Std Model only On rear as clearance lights.	1 3 3	wc wc wc
HK-20-130N	SCENE AND LOAD LIGHTS < Light, LED, Whelen, Clear, #M9LZC w/Flange, ILOS, (1) (1)#AS00344, (1)#AS89004	1 2	
	(2) on rear as load lights		
HK-20-130R	 Light, LED, Whelen, Scene, #PFP2,w/ PBA203, ILOS, (1) (1) per side, centered As side scene lights ILOS 	2	wc
HU-24-6400	WARNING LIGHT FLASHERS < > Flasher, Vanner, 9860GCPE, Standard Flash Pattern will be Dual Burst	1 1	}
J5-12-1000	HARNESS LAYOUT: Halogen, " E " Spec, Whelen	1 1	wc
JA-10-1200 JA-13-8052	STOP/TURN/TAIL LIGHTS: Light, License Tag, (2), Trucklite #15205 LED, ILOS < > Tail Lights,Truck Light, LED, Rectangle, (R, C, A), ILOS Incandescent Reverse #45024 LED Turn #45051Y LED Brake #45058R	1 1	WC WC WC
	Rear kickplate		
	MODULE OVERHEAD HEADLINER:	1	wc
JK-10-6500	Headliner, Flat, PVC, w/ Hinged trough cover, Std 12VDC INTERIOR LIGHTING:	1 1	WC WC
JP-10-0611	 Lights, Dome, LED, Whelen, White Fing, (4) S/S, (3) C/S, ILOS NOTE: NO VISABLE FASTENERS OR HOLES. 	1	wc

11/28/2018 16:				Page 10
PART NO JP-10-0621	S <	DESCRIPTION Light, Dome, LED, Whelen, White Flng, (1) IATS	QTY	WC
		Location CS over step well to operate with the CS dome banc.		
		NOTE: NO VISABLE FASTENERS OR HOLES.		
JP-10-7015		Light, Stepwell, LED, Whelen #TOCACCCR, 2in, ILOS	1	wc
JP-10-8020 JP-11-4700		Light, Kinequip #621224W, LED, In A/A ILOS NO lighting recessed into trough cover- Standard	1 1	wc wc
		LIGHTS & MISCELLANEOUS:	1	wc
JR-50-1050	<	Handheld Spotlight - Sho-Me 200,000 CP Ship loose do not install	1	WC
JR-50-2885	<	Lighting, Compt, LED Hi-Brite Flex, ILOS	1	wc
		both vertical edges near door jambs and across top edge near door jamb, All compts Small strip LED as O2 light.		
JR-50-9200 JR-60-2003		 Independant Comp Light Control, 12VDC, Kussmaul AutoCurrent, #091-22B-5 Timer, Momentary Sw, 15 Minute, Constant Hot, Std Model only (must have ECX timed battery switch with this option) 	1 1	wc wc
		Mount switch on C/S wall at the head of the squad bench in the standard location. Switch to allow activation and also deactivation. Wire to street side domes (high) in liner.		
JR-70-0005	<	Light, in Circuit Board Area, for Electrical Troubleshooting - with integral switch; wired constant hot.	1	wc
L0-10-2600	< >	CLOCKS: > Clock, Digital, Display Systems BSA-62425, 12/24 Hr.	1 1	wc WC
		LOCATION: Over rear doors so as not to interfere with center trough		
		SUCTION PUMPS:	1	wc
LP-10-0500	<	Suction Pump, Standard Mounted in compt E1	1	WC
LU-10-4050	<	INSULATION: Insulation, Spray Foam, Walls, Ceiling, Floor and Inside Doors, ILOS This shall be done at 24/7	1 1	WC WC
LU-10-4150	<	Insulation, Thinsulate Package IATS, (except floor) Thinsulate insulation installed on Left side, Right side and ceiling IATS	1	wc
		All edges of Thinsulate insulation on walls and ceiling must be taped, std.		
N0-10-9000 N0-11-0503	S <	GRABRAIL(S)/GRABHANDLES: Grabrail, Overhead, 117 In, Stainless, Handicap Style, ILOS Handrails,(3),Custom "L" Shape,1" SS, Entry Drs,Std Model For units with Trimark handles.	1 1 1	WC WC WC
		Stainless Steel Grab Handles		
		ILOS		
NA-10-3525	<	O2 CYLINDER RACKS: Rack, O2, Ziamatic Slide Out/Flip down, ILOS QR-SOFD For horizontal O2 storage in Compt. F	1 1	wc WC
		O2 SYSTEMS COMPLETE:	1	wc

11/28/2018 16:		5			Page 1
PART NO NF-50-1001	S	< :	DESCRIPTION > O2 Sys,LF,(2)O2/(1)Vac Port A/A,(1)O2 C/S, Std Model only Ohio style (2) oxygen outlets in action area (1) vacuum port in action area (1) oxygen outlet curbside wall at head of squad bench	QTY 1	ID WC
NU-56-1850		< :	> 02 Outlet, Additional, Ohio, Terminate, Mods	1	wc
			LOCATION: ceiling		
P0-59-7500			O2 SYSTEM PARTS: Regulator, Oxygen Cylinder, Preset 50PSI, Installed SUCTION CONTAINERS:	1 1 1	wc wc wc
PA-10-7001 PF-26-3450		<	> Regulator/Holder, SSCOR 22000, Std Model only COT MOUNTS: Struker Payer/Parformance Load, Strukture plates & Wiring for Future Install	1 1	WC WC
PF-20-3430		`	Stryker Power/Performance Load- Structure plates & Wiring for Future Install Additional floor structure for future installation of a Stryker #6390 Power-LOAD system or 6392 Performance Load.	1	VVC
			Includes pre-wire which will terminate under the module head of cot.		
PF-35-9002			Cut Floor for Cot Mount Floorplate (Will be installed after delivery) IV HOOKS:	1 1	WC WC
PP-20-06SR	Χ	<	ceiling iv track SR# 218657R-1	1	
			Ceiling IV track - see attached photo and info CAN NOT BE MOUNTED CENTER CEILING CHANNEL AS PICTURED. MUST BE OFFSET TO CURBSIDE TO AVOID ELECTRICAL A GRAB BAR.		
PU-10-1000 PU-10-2000	S S		KICK PLATES STAINLESS STEEL, ON CABINETS: Kickplate, Brushed S/S, Face Of Squad Bench Kickplate, Brushed S/S, On Face of Basewall MISC. INSTALLED HARDWARE/EQUIPMENT:	1 1 1	WC WC WC WC
R5-10-00SR	Х	<	Bracket, Zico, SCBA, Angled, for Scott 4500 PSI Cylinder (10167780)	2	
			(1) Zico Model SC-50-H-5-SF bracket with Zico Model #CRS strap on Zico Model #ABS(angled bracket support) in compt "D" on wall #1. Height to be approx 6" above floor.		
			(1) Zico Model SC-50-H-5-SF bracket with Zico Model #CRS strap on Zico Model #ABS (angled bracket support) in compt "D" on wall #3. Height approx 6" above floor.		
R5-10-01SW	Х	<	install engle fridge SR#218638F	1	
			install engle fridge md14 mounted behind attendant seat on floor, left lower cor	ner	
			reference drawings		
R5-10-01SY	X	<	Knox MedVault2 5520 series SR #218954F Knox MedVault, 5520 series with audit trail, surface mount, ethernet cable, by antenna jack, rubber ducky antenna, Wi-fi capability. Knox system PS Code PS-11-0018-08-84 Software is be included with this unit		
			Location: Under S "upperbulkhead cabinet" closet to the right stac. Reference drawings	CA	

11/28/2018 16: PART NO	30:1 S	6	DESCRIPTION	QTY	Page 1
TARTIO			DECOMI HON	Q(1)	
R5-10-02SR	×	<	Technimount LP 15 mount on AA counter top SR #218954F Technimount #210-00- PC15 Bracket Pro Serie 35/Physio Control LP15 Complete assembly supprincludes standard anodized surface base, support device section, hardware and instruction #825-00-SPC034 Spacer Pro is a raiser of 3/4" of height for installation with surface base standard only on a counter with Made with high grade aliuminum, fits perfectly with the shape of the base.	n,	
R5-10-04SR	X	<	IATS Sharps container installed SR#218644F Mounted on telemetry wall	1	
R5-10-04SS	X	<		1	
R5-10-6850		<	A-Bar w/ Sharps only, Anti-bacterial, Mounted at head of squad bench	1	wc
R5-11-01SR	X	<	Acrylic Organizer Paramedic designs PD-FR2 SR# 218644F (1) ACRYLIC ORGANIZER PARAMEDIC DESIGNS PD-FR2 MOUNTED O footend wall of Sq Bench	1 N	
R5-11-4600		<	Acrylic Organizer, Paramedic Designs PD-4 On Telemetry wall	1	wc
R5-11-4650		<	Acrylic Organizer, Paramedic Designs PD-7 Mounted vertically on squad bench wall between seating positions 1 and 2	1	wc
R5-11-46SR	X	<	Acrylic Organizer, Paramedic Designs PD-5 SR #218623F PD-5 Acrylic holder, paramedic designs-Dimensions: 14.25" x 8.25" x 2.5" On telemetry wall	1	
R5-11-5700		<	Seatbelt, Assy, (6) Point, (1) EA - Change Notice 8 -Compliant (1) for CPR side seat (if Required) (2) for squad bench (Standard	3	wc
RF-11-5000		< >	HOLDER, CYLINDER: Holder, Cylinder, Single, Ferno #521, Installed -CN 10 Certified Installed in RF cabinet on bottom per drawing	1 2	
		<	MODULE INTERIOR Painted aluminum	1	wc
RQ-09-00SR	X	<	PVC walls, ILOS, Curbside and streetside in Side seat SR #2161834F White	1	
RQ-10-0020		<	Interior Cabinets - Aluminum - Texas Edition Module-CN 10 Compliant .125 Aluminum cabinets Painted Mutispec White MS90-7260	1	wc
			Flat wall panels above CS and SS CPR side seat to be PVC material per E0 1922	ON	

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PART NO	S	DESCRIPTION SUB FLOORING:	QTY	WC
RZ-99-0300		> Floor, Interior, Non Wood, Type 1, ILOS	1	wc
TO 44 9204		FLOORING:	1	WC
T0-11-8201		Flooring, Lonplate II,Gunpowder Grey #424TX, Std Model only SEAMLESS ATTENDANT SEATS:	1 1	WC WC
T5-10-5115	•	Seat, Attendant, EVS, Child, Gunmetal #1880S, ILOS	1	wc
		Vacuum formed EVS1880S w/ 3 point seatbelt. Integrated child safety seat. Mounted Swivel Base. Centered on cot.		
	•	SEAMLESS UPHOLSTERY: ALL cushions to be mounted with butterfly clips	1	wc
T5-25-0500		Uph, Smless, Gunmetal,No Bio,No Post & Wheel O2 DOOR:	1 1	WC WC
TK-10-5000	•	< > Lexan Flap W/Hinge	1	wc
		front O2 interior cabinet for large hand to reach transverse O2		
TN: 00 4004		GLOVE HOLDERS:	1	1 1
TN-20-1001		Cabinet, Glove Box Holder,(3),Above C/S door, Std Model only RIGHT FRONT CABINET:	1 1	WC WC
TU-20-14SR	XS <	Cab, RF, TX Edition, Custom	1	
		10140130 SO-RF-361167		
		RF cabinet E2 - open storage		
		RF cabinet E3 - open storage		
		E2 and E3 to have inside/outside access to "A"		
		SEE Drawing - be sure the cabinet extends over on top of O2 build up produced drawing. Extend at least 4" to accomodate equipment.	er	
TU-20-7D00 V0-13-9001	<	RF CABINET DOORS W/COMBO A/C Door,Dual Gray, Gen II OHO Poly Carbonate,RF Cabt > Latch, Lever, No Key, Installed, -CN10 Certified- Rated 5lb. For the cabinet "H" hinged lexan doors	1 1 8	WC WC WC
		SQUAD BENCH:	1	wc
V5-20-1801	<	Squad Bench, Bio-Waste @ Head, 153", Std Model only WASTE ONLY	1	wc
		LID 149/153 INCH BOX:	1	wc
V5-60-1100		Lid, Squad Bench, Single, Fixed lid, No Hinge	1	wc
) /A 40 276D	VC -	CURBSIDE SPLINT CABINET 149/153 INCH BOX:	1	WC WC
VA-40-275R	X5 <	S > CS Splint,Custom (SO-CSS-361167)		WC
		Cabinet divided into two equal sections with sliding Lexan doors:		
		R1 - 8" H x 40" W x 12" D		
		R2 - 8" H x 40" W x 12" D		
		NOTE: Cabinet begins at end of truck and measures forward to provide amproom at head of squad bench for Oxygen outlet.	ple	
		CURREIDE DEAD CARINET.		wc
VF-20-6200		CURBSIDE REAR CABINET: Cabinet, Curbside Rear,no B2,Rear wall only	1 1	WC WC
		•	İ	

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PART NO		QTY	ID
VH-H0-0300	CABINET H, BASEWALL 149/153", T1 & T3 H, Cabinet, Inside/ Outside Access	1	wc
VH-10-0400	CABINET I, BASEWALL 149/153", T1 & T3 I, Cabinet, Deleted	1 1	WC WC
VH-M0-0300	CABINET M, BASEWALL 149/153", T1 & T3 M, Cabinet, deleted	1 1	WC WC
VH-Q0-SR00	CABINET CPR, BASEWALL, 149"-170", T1 & T3 XS <> CPR, side seat, Custom SR #218361F Custom CPR Seat - the CPR seat will be 30.0" wide	1	WC WC
VI-J0-0300	CABINET J, STREETSIDE UPPER 149/153", T1 & T3 J, Cabinet, 72" H.R.	1	WC WC
VI-L0-0310	CABINET L, STREETSIDE UPPER 149/153", T1 & T3 L, Cabinet, L1, L2, Combine into 1 Large Cabinet, Full F	1	wc wc
VK-15-3050	BASEWALL DOORS: S < Cab H, Dual Hinged Clear Lexan-NOT CN 10 Compliant	1	WC WC
	(SO-HDR-371389)		
VP-10-10SR	ACTION AREA 149/153 INCH BOX: XS < > Cab,A/A,W/O Biowaste, Rounded Corner, Custom (SO-AA-361167)	1	WC WC
	Extended Action Area - No Bio-Waste - See Drawings No action area tray.		
VP-10-54SR	X < Telemetry Area, Custom (SO TELE-361167) RE:	1	
	Telemetry area approx 10" Wide ILOS NO TRAY.		
	ACTION AREA WORK SURFACE	1	wc
VU-14-4010	< > Shelf Track, Cabt, #HA24663, Additional, Each Shelf ("C" channel/exterior shelf style track)	3	WC
	J, L, S		
VU-14-4200	< Shelf, Interior, Non-Wood, Adj, in Cabinet: (1) in J (2) in L (2) in S	5	WC
VU-15-7120	> Cab "L1,L2,L3" Combined, Clear Polycarbonate Slider -CN 10 Compliant SHIP LOOSE ITEMS:	1	WC WC
YY-00-0001	> Bracket, Spare Tire Mounting, Ship Loose	1	WC
YY-10-6400 YY-13-3000	Ship Loose, W.C. Standard Items > Spare Tire, OEM only, Ship Loose	1 1	WC WC
ZZ-10-0101	WARRANTIES Warranty, Conversion, 12 Month	1	WC WC
ZZ-10-0201	Warranty, Paint, 60 month Prorated, Standard	1	WC
ZZ-10-0300 ZZ-10-0601	Warranty, Structural, 15 Years, Std., Mods Warranty, Limited Electrical	1	WC WC
ZZ-10-0701	Warranty, Cabinet Construction	1	WC
ZZ-ZZ-0200	> End Of Order	1	WC

AGENDA ITEM #12

City of Kingsville Parks & Recreation Department

TO:

Mayor and City Commissioners

CC:

Jesus A. Garza, City Manager

FROM:

Susan Ivy, Director of Parks & Recreation

DATE:

January 8, 2019

SUBJECT:

Agenda Request – Receipt of donations for Healthy Family Events

Summary: We are requesting that Commission authorize the receipt of a \$2500.00 donation from Kleberg County Sheriff's Department, \$2500.00 from the South Texas Crimes & Narcotics Task Force and \$500.00 from Castaneda Clinic for our Healthy Family Partners' Events.

Background: In a previous meeting we have provided information regarding our fundraising campaign "Healthy Family Partners Events" to assist with our annual recreational programming. We have received checks from Kleberg County Sheriff's Department, South Texas Crimes and Narcotics Task Force and Castaneda Clinic to become Partners. Additional donations from the Healthy Family Partners are still coming in.

Financial Impact: These donations will increase our funds available for recreational programming by \$5,500.00.

Recommendation: We ask that Commission authorize the receipt of \$5,500.00 in donations and approve the associated budget amendment needed to record the funds in the Parks Department line item for recreational programming 001-5-4513-31499.



ORE	INA	NCE	NO.	2018-	
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AN ORDINANCE AMENDING THE FISCAL YEAR 2018-2019 BUDGET TO ACCEPT AND EXPEND PARK DONATIONS FROM THE KLEBERG COUNTY SHERIFF'S DEPARTMENT, SOUTH TEXAS CRIMES AND NARCOTICS TASK FORCE, AND CASTANEDA CLINIC FOR HEALTHY FAMILY PARTNERS RECREATIONAL PROGRAMS.

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

1.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2018-2019 budget be amended as follows:

CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 0	01 – General Fu	ind	- A		
Reven	ues				
4513	Recreation	Park Donations	58003	\$5,500	
Expend	<u>ditures</u>				
4513	Recreation	Recreation Programs	31499	\$5,500	

[To amend the City of Kingsville FY 18-19 Budget to accept and expend park donations for recreational programs. Funds will come from donations received for the stated purpose.]

11.

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.

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 14th day of January 2019.
PASSED AND APPROVED on this the day of, 2019.
EFFECTIVE DATE:
Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary
APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #13

RESOL	UTION	NO. 2019-	1
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A RESOLUTION AUTHORIZING THE PURCHASE OF LAND FOR ENVIRONMENTAL ABATEMENT AND FUTURE REDEVELOPMENT OF THE SITE OF OLD COUNTY HOSPITAL LOCATED AT 400 E. CAESAR AVENUE, KINGSVILLE, TEXAS FOR BROWNFIELD GRANT PROGRAM.

WHEREAS, the City Commission of the City of Kingsville has discussed the desire to acquire the site of the old County Hospital located at 400 E. Caesar Avenue, Kingsville, Texas for environmental abatement through a Brownfield Grant and for future redevelopment of the property; and

WHEREAS, the Brownfield Grant provides funds for environmental clean-up of properties but requires the applicant to own the property subject to the clean-up; and

WHEREAS, the City Commission condemned the structure on the property on April 8, 2013 and the property owner did not remove the dangerous and substandard structure within the time provided;

WHEREAS, the City subsequently did environmental tests that showed abatement would be needed before the structure could be razed and the property redeveloped; and

WHEREAS, the cost for the abatement and razing the deteriorating and substandard structure is more than the City could afford without outside assistance and a grant for this type of situation has been identified;

WHEREAS, the City recently advertised and held a public hearing to discuss potential future uses of the site with citizens; and

WHEREAS, the City is preparing to bid out the repair of Caesar Avenue where the substandard structure lies, across the street from a church and parochial elementary school and in residential area, which will make the site even more attractive for redevelopment while eliminating a dangerous eyesore, such that the proposed land acquisition could be deemed for a public purpose; and

WHEREAS, on December 18, 2018 the City Commission authorized staff to negotiate with the landowners via Resolution #2018-79 and bring the agreement back to Commission for approval; and

WHEREAS, the City and the property owner have come to an agreement on the sale price for the property; and

WHEREAS, the transactional documents have been prepared and staff needs approval from the City Commission of the City of Kingsville through this resolution to finalize the purchase of the property.

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

١.

THAT the City Commission authorizes City staff to finalize the purchase of a the old County Hospital property also known as Old Hospital Storage located at 400 E. Caesar Avenue, Kingsville, Texas, whose legal description is 9th Addition, Block 24, All Lots & s/2 closed Ragland Street, Kleberg County, Texas, for a sales price of \$45,000 with property owner Bufford W. Hickman Estate (for environmental abatement and future redevelopment through proposed Brownfield Grant Program).

11.

THAT the City Commission authorizes the City Manager to act on the City's behalf in executing any necessary documents for this action.

III.

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

PASSED AND APPROVED by a majority vote of the City Commission the <u>14th</u> day of <u>January</u>, 2019.

Sam R. Fugate, Mayor	
ATTEST:	
Mary Valenzuela, City Secretary	

APPROVED AS TO FORM

Courtney Alvarez, City Attorney



TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL CONTRACT - IMPROVED PROPERTY
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED,
OTOXAS ASSOCIATION of REALTORS®, Inc. 2016

1	PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:
	Seller: BUFFORD W. HICKMAN EST.
	Address: 416 E. Caesar Ave. Kingsville, Texas 78363 Phone: E-mail: Fax: Other:
	Buyer: City Of Kingsville Home Rule Municipal Corporation
	Address: 400 West King Kingsville, Texas 78363
	Phone: E-mail: Fax: Other:
2	PROPERTY:
	A. "Property" means that real property situated in Kleberg County, Texas at All Lots & S/2 closed Ragland St. Block 24,9TH Addition
	(address) and that is legally described on the attached Exhibit or as follows:
	 B. Seller will sell and convey the Property together with: all buildings, improvements, and fixtures; all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; Seller's interest in all leases, rents, and security deposits for all or part of the Property; Seller's interest in all licenses and permits related to the Property; Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures; Seller's interest in any trade names, if transferable, used in connection with the Property; and all Seller's tangible personal property located on the Property that is used in connection with the
	Property's operations except: Any personal property not included in the sale must be removed by Seller prior to closing.
	(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.) (If mineral rights are to be reserved an appropriate addendum should be attached.) (If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)
3,	SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:
	A. Cash portion payable by Buyer at closing\$ 45, 000.00
	B. Sum of all financing described in Paragraph 4
	C. Sales price (sum of 3A and 3B)
TΑ	-1801) 1-1-16 Initialed for Identification by Seller, and Buyer, Page 1 of 14

Commercial Contract - Improved Property concerning 400 East Caesar
4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:
A. Third Party Financing: One or more third party loans in the total amount of \$ This contract:
 (1) is not contingent upon Buyer obtaining third party financing. (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
B. <u>Assumption</u> : In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$
C. <u>Seller Financing</u> : The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$
5. EARNEST MONEY:
A. Not later than 3 days after the effective date, Buyer must deposit \$ as earnest money with (title company) at (address) (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits
the earnest money.
B. Buyer will deposit an additional amount of \$ with the title company to be made part of the earnest money on or before: (i) days after Buyer's right to terminate under Paragraph 7B expires; or (ii) Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.
6. TITLE POLICY, SURVEY, AND UCC SEARCH:
A. <u>Title Policy</u> :
(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to: (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
 (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements: (a) will not be amended or deleted from the title policy. (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
(3) Within days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.
(TAR-1801) 1-1-16 Initialed for Identification by Seller, and Buyer, Page 2 of 14

Commercial Contract - Improved Property concerning 400 East Caesar	
B. <u>Survey</u> : Within days after the effective date:	
(1) Buyer will obtain a survey of the Property at Buyer's expe Seller. The survey must be made in accordance with t standards, or (ii) Texas Society of Professional Surveyor under the appropriate condition. Seller will reimburse Buyer amount) of the cost of the survey at closing, if closing occurr	he: (i) ALTA/ACSM Land Title Survey s' standards for a Category 1A survey (insert
 (2) Seller, at Seller's expense, will furnish Buyer a survey of the The survey must be made in accordance with the: (i) ALTA (ii) Texas Society of Professional Surveyors' standards appropriate condition. 	VACSM Land Title Survey standards, or
(3) Seller will deliver to Buyer and the title company a true a survey of the Property along with an affidavit required by existing survey. If the existing survey is not acceptable to expense, will obtain a new or updated survey acceptable acceptable survey to Buyer and the title company within 2 the existing survey is not acceptable to the title company. up to 20 days if necessary for Seller to deliver an acceptable will reimburse Seller (insert amount) of at closing, if closing occurs:	the title company for approval of the to the title company, Seller, at Seller's to the title company and deliver the 0 days after Seller receives notice that The closing date will be extended daily
C. UCC Search:	
(1) Within days after the effective date, Seller, at Seller Commercial Code (UCC) search prepared by a reporting se The search must identify documents that are on file with county where the Property is located that relate to all person as debtor, Seller and all other owners of the personal property	rvice and dated after the effective date. the Texas Secretary of State and the nal property on the Property and show.
(2) Buyer does not require Seller to furnish a UCC search.	•
D. Buyer's Objections to the Commitment, Survey, and UCC Search	<u>h</u> :
(1) Within days after Buyer receives the commitment, of title exceptions, any required survey, and any required UCO disclosed in the items if: (a) the matters disclosed are a restricted or encumbrance to title to the real or personal proper those permitted by this contract or liens that Seller will saticlosing; or (b) the items show that any part of the Property "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) as survey on the earlier of: (i) the date Buyer actually receives the in Paragraph 6B.	C search, Buyer may object to matters riction upon the Property or constitute a ty described in Paragraph 2 other than isfy at closing or Buyer will assume at lies in a special flood hazard area (an oplies, Buyer is deemed to receive the
(2) Seller may, but is not obligated to, cure Buyer's timely of receives the objections. The closing date will be extended cure the objections. If Seller fails to cure the objections by this contract by providing written notice to Seller within 5 da cure the objections. If Buyer terminates, the earnest money under Paragraph 7B(1), will be refunded to Buyer.	as necessary to provide such time to he time required, Buyer may terminate ys after the time by which Seller must
(3) Buyer's failure to timely object or terminate under this Parag object except that Buyer will not waive the requirements in So	
(TAR-1801) 1-1-16 Initialed for Identification by Seller and Bu	yer, Page 3 of 14

	nercial Contract - Improved Property concerning 400 East Caesar PROPERTY CONDITION:
	A. <u>Present Condition</u> : Buyer accepts the Property in its present condition except that Seller, at Sell expense, will complete the following before closing:
В	B. <u>Feasibility Period</u> : Buyer may terminate this contract for any reason within days after effective date (feasibility period) by providing Seller written notice of termination. (Check only one box
	(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less that Seller will retain as independent consideration for Buyer's unrestric right to terminate. Buyer has tendered the independent consideration to Seller upon payment of amount specified in Paragraph 5A to the title company. The independent consideration is to credited to the sales price only upon closing of the sale. If no dollar amount is stated in the Paragraph 7B(1) or if Buyer fails to deposit the earnest money. Buyer will not have the right terminate under this Paragraph 7B.
	(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ independent consideration for Buyer's right to terminate by tendering such amount to Seller Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded Buyer and Seller will retain the independent consideration. The independent consideration will credited to the sales price only upon closing of the sale. If no dollar amount is stated in the Paragraph 7B(2) or if Buyer fails to pay the independent consideration. Buyer will not have the right to terminate under this Paragraph 7B.
C.	. Inspections, Studies, or Assessments:
	(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be complete any and all inspections, studies, or assessments of the Property (including all improvements at fixtures) desired by Buyer.
	(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies or assessments.
	 (3) Buyer must: (a) employ only trained and qualified inspectors and assessors; (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property; (c) abide by any reasonable entry rules or requirements of Seller; (d) not interfere with existing operations or occupants of the Property; and (e) restore the Property to its original condition if altered due to inspections, studies, assessments that Buyer completes or causes to be completed.
	(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survive termination of this contract.
D.	Property Information:
	(1) <u>Delivery of Property Information</u> : Within days after the effective date, Seller will deliver to Buyer: (Check all that apply.)
NR-180	01) 1-1-16 Initialed for Identification by Seller, and Buyer, Page 4 of 14
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Commercial Contract - Improved Property concerning 400 East Caesar			
 (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct; (b) copies of all current leases pertaining to the Property, including any modifications, supplements. 			
or amendments to the leases;			
 (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property; 			
(d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller			
— will not pay in full on or before closing;			
(e) copies of all current service, maintenance, and management agreements relating to the			
ownership and operation of the Property;			
(f) copies of current utility capacity letters from the Property's water and sewer service provider:			
(g) copies of all current warranties and guaranties relating to all or part of the Property:			
(h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property:			
(i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;			
(i) a copy of the "as-built" plans and specifications and plat of the Property;			
(k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months			
immediately preceding the effective date;			
(I) a copy of Seller's income and expense statement for the Property from			
to;			
(m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;			
(n) real & personal property tax statements for the Property for the previous 2 calendar years; and			
(o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the			
Property from to to ; and			
(p)			
(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than			
10 days after the termination date: (Check all that apply.)			
(a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in			
other than an electronic format and all copies that Buyer made of those items; (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller			
delivered to Buyer or Buyer copied; and			
(c) deliver copies of all inspection and assessment reports related to the Property that Buyer			
completed or caused to be completed.			
This Paragraph 7D(2) survives termination of this contract.			
E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner			
as on the effective date under reasonably prudent business standards; and (2) will not transfer or			
dispose of any part of the Property, any interest or right in the Property, or any of the personal property			
or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends,			
Seller may not enter into, amend, or terminate any other contract that affects the operations of the			
Property without Buyer's written approval.			
8. LEASES:			
A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect			
according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease.			
or make any amendment or modification to any existing lease without Buyer's written consent. Seller			
must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer			
or subsequently occur before closing:			
(1) any failure by Seller to comply with Seller's obligations under the leases;			
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets			
or damages;			
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Commercial	Contract - Improved Property concerning 400	East Caesar	
(4) (5)	any lease; and	any lease; tes, brokerage commissions, or other matters that affect have been assigned or encumbered, except as security	
in to the control of	rtificates signed not earlier than the Property. The estoppel certificates must i TAR Form 1938 - Commercial Tenant Estop a third party lender providing financing und	by each tenant that leases space by each tenant that leases space include the certifications contained in the current version apel Certificate and any additional information requested the Paragraph 4 if the third party lender requests such to the earliest date that Seller may deliver the signed	
9. BROK	ERS:		
A. The	e brokers to this sale are:	•	
Prin	ncipal Broker:	Cooperating Broker:	
Age	nt	Agent	
	ress:	Address:	
Phoi	ne & Fax:	Phone & Fax:	
E-ma	ail:	E-mail:	
	nse No.;	License No.:	
	ncipal Broker: <i>(Check only one box.)</i> represents Seller only. represents Buyer only. is an intermediary between Seller and Buyer.	Cooperating Broker represents Buyer.	
B. <u>Fees</u> : (Check only (1) or (2) below.) (Complete the Agreement Between Brokers on page 14 only if (1) is selected.)			
(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.			
(2) A	At the closing of this sale, Seller will pay:		
Ē	Principal Broker a total cash fee of: % of the sales price	Cooperating Broker a total cash fee of: % of the sales price.	
	The cash fees will be paid in	County, Texas. Seller authorizes Seller's proceeds at closing.	
N	NOTICE: Chapter 62, Texas Property Code, with a lien against the Property.	authorizes a broker to secure an earned commission	
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Commercial Contract - Improved Property concerning 400 East Caesar		
C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.		
10, CLOSING:		
A. The date of the closing of the sale (closing date) will be on or before the later of: (1) days after the expiration of the feasibility period. (specific date).		
(2) 7 days after objections made under Paragraph 6D have been cured or waived.		
B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.		
 C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property: with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes; without any assumed loans in default; and with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract. 		
 D. At closing, Seller, at Seller's expense, will also deliver to Buyer: (1) tax statements showing no delinquent taxes on the Property; (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract; (3) an assignment of all leases to or on the Property; (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations: (a) licenses and permits; 		
 (b) maintenance, management, and other contracts; and (c) warranties and guaranties; (5) a rent roll current on the day of the closing certified by Seller as true and correct; (6) evidence that the person executing this contract is legally capable and authorized to bind Seller; (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary. 		
 E. At closing, Buyer will: (1) pay the sales price in good funds acceptable to the title company; (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer; 		
 (3) sign and send to each tenant in the Property a written statement that: (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and (b) specifies the exact dollar amount of the security deposit; (4) sign an assumption of all leases then in effect; and (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale. 		
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- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
- 11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
- 12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

BUYER WILL PAY CLOSING COST

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
 - (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable:
 - (3) tax statements or certificates;
 - (4) preparation of the deed and any bill of sale; .
 - (5) one-half of any escrow fee:
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
 - (1) all loan expenses and fees;
 - (2) preparation fees of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee; and
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or (Check if applicable)
- enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;

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- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
- (3) accept at closing: (i) the Property In its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
 - (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
 - (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.
- 17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

Commercial Contract - Improved Property concerning 400 East Caesar				
19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)				
A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).				
B. Except as otherwise provided in this contract, Seller is not aware of: (1) any subsurface: structures, pits, waste, springs, or improvements; (2) any pending or threatened litigation, condemnation, or assessment affecting the Property; (3) any environmental hazards or conditions that materially affect the Property; (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers; (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property; (6) any wetlands, as defined by federal or state law or regulation, on the Property; (7) any threatened or endangered species or their habitat on the Property; (8) any present or past infestation of wood-destroying insects in the Property's improvements; (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property; (10)any material physical defects in the improvements on the Property; or (11)any condition on the Property that violates any law or ordinance.				
(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)				
20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mall return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.				
A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1. B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.				
21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.				
22. AGREEMENT OF THE PARTIES:				
A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.				
B. This contract contains the entire agreement of the parties and may not be changed except in writing.				
C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.				
 D. Addenda which are part of this contract are: (Check all that apply.) (1) Property Description Exhibit identified in Paragraph 2; (2) Commercial Contract Condominium Addendum (TAR-1930); (3) Commercial Contract Financing Addendum (TAR-1931); (4) Commercial Property Condition Statement (TAR-1408); (5) Commercial Contract Addendum for Special Provisions (TAR-1940); 				
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Co	nme	ercial Contract - Improved Property concerning 400 East Caesar
		(6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
		 (7) Notice to Purchaser of Real Property in a Water District (MUD); (8) Addendum for Coastal Area Property (TAR-1915); (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916); (10)Information About Brokerage Services (TAR-2501); and
		(11) (11)
		(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)
	E.	Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.
	per leg	ME: Time is of the essence in this contract. The parties require strict compliance with the times for formance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or al holiday, the time for performance is extended until the end of the next day which is not a Saturday, nday, or legal holiday.
24.	EFI the	FECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is date the title company receipts this contract after all parties execute this contract.
5.	AD	DITIONAL NOTICES:
	A.	Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
!		If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
(Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.

property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To-

	•		
Commercial Contract - Improved Property concerning 400) East Caesar		
determine if the Property is located within a m located in the general proximity of the Property	unicipality's ETJ, Buyer should contact all municipalities for further information.		
G. If apartments or other residential units are on t law requires a lead-based paint and hazard dis	he Property and the units were built before 1978, federal closure statement to be made part of this contract.		
H. Section 1958.154, Occupations Code requires certificate issued for the Property during the 5 y	Seller to provide Buyer a copy of any mold remediation rears preceding the date the Seller sells the Property.		
 Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws Buyer should seek experts to perform such services. Buyer should review local building codes ordinances and other applicable laws to determine their effect on the Property. Selection of experts inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions." 			
26. CONTRACT AS OFFER: The execution of this cor the Property. Unless the other party accepts the of is located, on, the offer w	ntract by the first party constitutes an offer to buy or sell fer by 5:00 p.m., in the time zone in which the Property ill lapse and become null and void.		
READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.			
Seller: BUFFORD W. HICKMAN EST.	Buyer: City Of Kingsville		
Ву:	Ву:		

Ву: __

By (signature):

Printed Name:

Title:

Printed Name:

By (signature):

Title: _____

By (signature):

Printed Name:

By (signature):

Printed Name:

Title:

Ву:

AGREEMENT BETWEEN BROKERS				
(use only if Paragraph 9B(1) is effective)				
Principal Broker agrees to pay(Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be: \$				
The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.				
Principal Broker:	Cooperating Broker:			
Ву:	Ву:			
ATTORNEYS				
Seller's attorney:	Buyer's attomey:			
Address:	Address:			
Phone & Fax:	Phone & Fax:			
E-mail:	E-mail:			
Seller's attorney requests copies of documents, notices, and other information: the title company sends to Seller. Buyer sends to Seller.	Buyer's attorney requests copies of documents, notices, and other information: the title company sends to Buyer. Seller sends to Buyer.			
ESCROW RECEIPT				
The title company acknowledges receipt of: A. the contract on this day B. earnest money in the amount of \$ on	_ (effective date); in the form of			
Title company:	Address:			
Ву:	Phone & Fax:			
Assigned file number (GF#):	E-mall;			

AGENDA ITEM #14