

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION MONDAY, FEBRUARY 25, 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)**

None.

APPROVED BY:

  
\_\_\_\_\_  
Jesus A. Garza  
City Manager

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

1. Public Hearing on decommissioning of certain real property of the City of Kingsville designated as park land. (City Manager).

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

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to, the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, **Keep Kingsville Beautiful**, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; **Streets Update**; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, **Health Department**, 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.<sup>3</sup>**

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

V.

**Consent Agenda**

**Notice to the Public**

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance designating a certain area as a reinvestment zone. (City Attorney).
2. Motion to approve a resolution authorizing the City Manager to enter into an Amendment to Commercial Real Estate Listing Agreement exclusive right to sell between the City of Kingsville and Lynn Yaklin. (Purchasing Manager).

**REGULAR AGENDA**

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

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

3. Consider a resolution decommissioning certain real property owned by the City and designated as park land. (City Manager).
4. Consider a resolution approving an application and agreement for the historic district façade grant program from Lonnie Schwirtlich on behalf of Physicians Premier Real Estate Holdings-Kingsville for Access Urgent Care for property located at 401 E. King Avenue, Kingsville, Texas. (Downtown Manager).
5. Consider a resolution authorizing the City Manager to enter into the 2019 Election Services Agreement between the City of Kingsville and the Kleberg County Clerk. (City Secretary).
6. Consider a resolution establishing guidelines and criteria governing tax abatement for all taxing entities located within the City of Kingsville, authorizing the City Manager to accept applications on behalf of the City for presentation to the Commission, stating the City elects to be eligible to participate in tax abatements, and providing for evaluation of each application for conformity with such guidelines and criteria prior to submission to the Commission. (City Attorney).
7. Consider award of RFP #19-03 for Extermination Pest Control Services to Kingsville Pest Control, as per staff recommendation, and authorize staff to negotiate a contract. (Purchasing Manager).
8. Consider introduction of an ordinance amending the Fiscal Year 2018-2019 budget to expend funds for professional services related to landfill permit amendment responses to TCEQ. (Public Works Director).

9. Consider a resolution authorizing the Mayor to enter into a Revised Second Amendment to Tower Attachment Lease Agreement with GTP Acquisition Partners II, LLC. (IT Manager).

## VII. Adjournment.

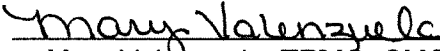
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

### NOTICE

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail [mvalenzuela@cityofkingsville.com](mailto:mvalenzuela@cityofkingsville.com) for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551-076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board located at City Hall, 400 West King Ave, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

February 22, 2019 at 11:00 A.M. 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

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

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

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



# **PUBLIC HEARING(S)**

# **PUBLIC HEARING #1**

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## **NOTICE OF PUBLIC HEARING ON DECOMMISSIONING CERTAIN REAL PROPERTY OF THE CITY OF KINGSVILLE DESIGNATED AS PARK LAND**

The City of Kingsville will hold a public hearing on Monday, February 25, 2019 at 6:00 p.m. at the Kingsville City Hall (400 W. King Ave.) in the Helen Kleberg Groves Community Room in regard to the consideration of decommissioning certain real property of the City designated as park land (Kenedy Park, the corner of Lantana and Richard Ave., and the corner of Alice and Richard Ave.).

The purpose of the hearing is to allow citizens an opportunity to discuss reasons for or against the decommissioning of certain real property of the City of Kingsville designated as park land. Citizens unable to attend may submit written comments to the Mayor, Sam Fugate, at City Hall-City of Kingsville, 400 W. King Ave., Kingsville, Texas, or by mailing to P.O. Box 1458, Kingsville, TX 78364.

In addition, should any non-English speaking citizen(s) desire to address the City during such hearing and needs the assistance of an interpreter, the City will attempt to provide one if sufficient notice is provided. Also, should any citizen(s) desire technical assistance, handicap accessibility to the hearing site, or need interpreter assistance, please call Mary Valenzuela, City Secretary at (361) 595-8002.

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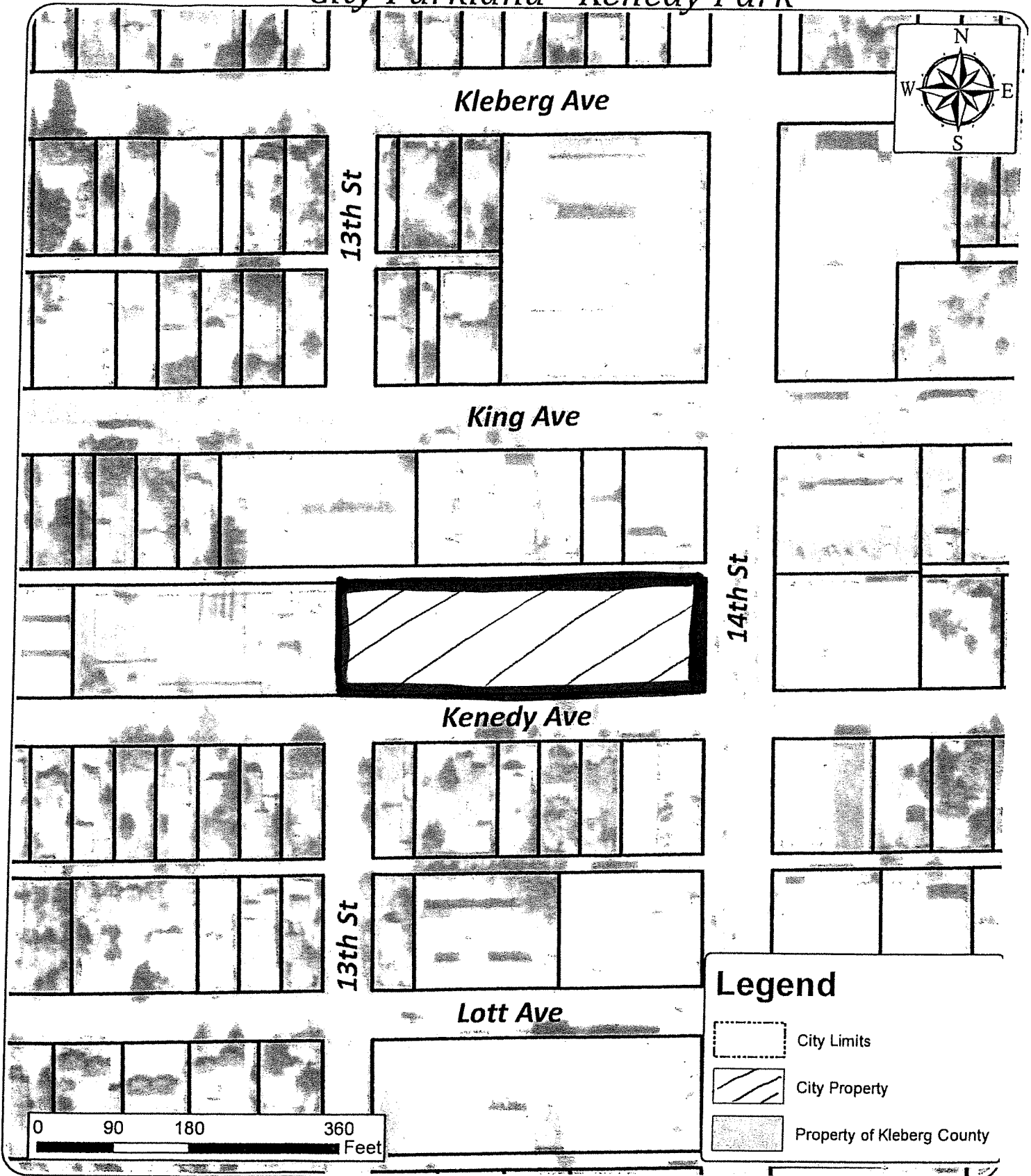
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Publish three times in newspaper at least 7 days before hearing. **PUBLISH  
FEBRUARY 3, 10, & 17, 2019.**

## **PARKS PROPOSED FOR DECOMMISSIONING**

1. Kenedy Park  
(1.4141 ac.), 900 E. Kenedy Block  
KCAD Property ID No.: 10399; Geo ID No.:10070041700192  
Date of Conveyance: November 10, 1944
2. Corner of Lantana and Richard Ave.  
(9,176.5 sq. ft.)  
KCAD Property ID No.: 36884; Geo ID No.:141400700000192  
Date of Conveyance: June 27,1939
3. Corner of Alice and Richard Ave.  
(3,120.92 sq. ft.)  
KCAD Property ID No.: 36886; Geo ID No.:141400000010192  
Date of Conveyance: June 27,1939

# City Parkland - Kenedy Park

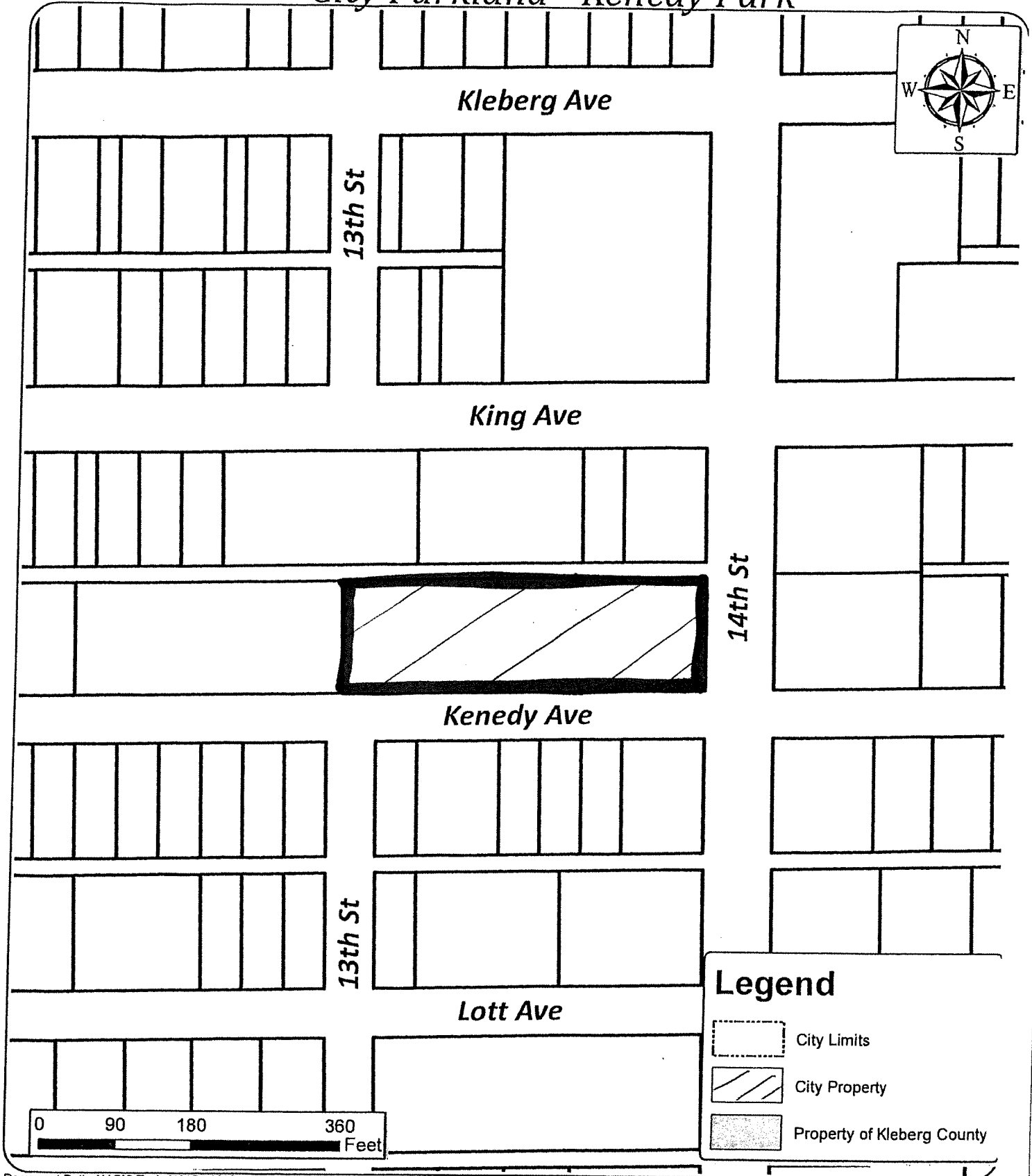


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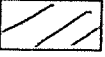
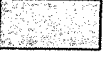
|               |                                     |                                                                                                                                                                                                                                                                                                       |                                                                                                                                                           |
|---------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Page<br>1 / 1 | Drawn By:<br>Engineering Department | <p><b>DISCLAIMER</b></p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p> | <p><b>CITY OF KINGSVILLE</b><br/>ENGINEERING DEPARTMENT<br/>400 W King Ave<br/>Kingsville, Texas 78363<br/>Office: 361-595-8007<br/>Fax: 361-595-8064</p> |
|               | Last Update: 1/28/2019              |                                                                                                                                                                                                                                                                                                       |                                                                                                                                                           |
|               | Note:                               |                                                                                                                                                                                                                                                                                                       |                                                                                                                                                           |



# City Parkland - Kenedy Park



## Legend

-  City Limits
-  City Property
-  Property of Kleberg County

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**CITY OF KINGSVILLE**  
**ENGINEERING DEPARTMENT**  
400 W King Ave  
Kingsville, Texas 78363  
Office: 361-595-8007  
Fax: 361-595-8064

**Account**

|                           |                 |                    |                                                                                                |
|---------------------------|-----------------|--------------------|------------------------------------------------------------------------------------------------|
| Property ID:              | 10399           | Legal Description: | 5TH, BLOCK 4, LOT 17-32, &<br>E 40' OF ABANDONED S<br>13TH ST, (E X E M P T),<br>(KENEDY PARK) |
| Geographic ID:            | 100700417000192 | Agent Code:        |                                                                                                |
| Type:                     | Real            |                    |                                                                                                |
| Property Use Code:        |                 |                    |                                                                                                |
| Property Use Description: |                 |                    |                                                                                                |

**Location**

|                  |                  |         |    |
|------------------|------------------|---------|----|
| Address:         | 900 E KENEDY BLK | Mapsco: |    |
| Neighborhood:    |                  | Map ID: | C1 |
| Neighborhood CD: |                  |         |    |

**Owner**

|                  |                                          |              |                   |
|------------------|------------------------------------------|--------------|-------------------|
| Name:            | CITY OF KINGSVILLE                       | Owner ID:    | 10346             |
| Mailing Address: | PO BOX 1458<br>KINGSVILLE, TX 78364-1458 | % Ownership: | 100.000000000000% |
|                  |                                          | Exemptions:  | EX-XV             |

|                                       |   |          |                       |
|---------------------------------------|---|----------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0      |                       |
| (+) Improvement Non-Homesite Value:   | + | \$1,540  |                       |
| (+) Land Homesite Value:              | + | \$0      |                       |
| (+) Land Non-Homesite Value:          | + | \$77,600 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0      | \$0                   |
| (+) Timber Market Valuation:          | + | \$0      | \$0                   |
| <hr/>                                 |   |          |                       |
| (=) Market Value:                     | = | \$79,140 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0      |                       |
| <hr/>                                 |   |          |                       |
| (=) Appraised Value:                  | = | \$79,140 |                       |
| (-) HS Cap:                           | - | \$0      |                       |

(=) Assessed Value: = \$79,140

**Improvement #1:** COMMERCIAL **State Code:** F1 **Living Area:** sqft **Value:** \$1,540

| Type    | Description                     | Class CD | Exterior Wall | Year Built | SQFT  |
|---------|---------------------------------|----------|---------------|------------|-------|
| CPL2    | CARPORT GABLE (LOW) (W/O FLOOR) | *        |               | 2001       | 352.0 |
| LATT PO | LATTICE PATIO                   | SP       |               | 2001       | 25.0  |
| LATT PO | LATTICE PATIO                   | SP       |               | 2001       | 70.0  |
| LATT PO | LATTICE PATIO                   | SP       |               | 2001       | 25.0  |

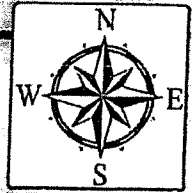
| # | Type | Description | Acres             | Sqft     | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|-------------------|----------|-----------|-----------|--------------|-------------|
| 1 | F1   | F1          | 0.6428            | 28000.00 | 200.00    | 140.00    | \$56,000     | \$0         |
| 2 | F1   | F1          | 0.7713            | 33600.00 | 240.00    | 140.00    | \$21,600     | \$0         |
|   |      |             | <u>1.4141</u> +/- |          |           |           |              |             |

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|------|--------------|-------------|--------------|-----------|--------|----------|
| 2019 | N/A          | N/A         | N/A          | N/A       | N/A    | N/A      |
| 2018 | \$1,540      | \$77,600    | 0            | 79,140    | \$0    | \$79,140 |
| 2017 | \$1,540      | \$77,600    | 0            | 79,140    | \$0    | \$79,140 |
| 2016 | \$0          | \$77,600    | 0            | 77,600    | \$0    | \$77,600 |
| 2015 | \$0          | \$77,600    | 0            | 77,600    | \$0    | \$77,600 |
| 2014 | \$0          | \$77,600    | 0            | 77,600    | \$0    | \$77,600 |
| 2013 | \$0          | \$77,600    | 0            | 77,600    | \$0    | \$77,600 |
| 2012 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2011 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2010 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2009 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2008 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2007 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2006 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2005 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |



| # | Deed<br>Date | Type | Description | Grantor | Grantee               | Volume | Page | Deed<br>Number |
|---|--------------|------|-------------|---------|-----------------------|--------|------|----------------|
| 1 |              | OT   | Other       | UNKNOWN | CITY OF<br>KINGSVILLE |        |      |                |

# City Parkland - Corner of Lantana and Richard Ave



**University Blvd**

**Richard Ave**

**Alice Ave**

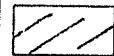
**Lantana Dr**

0 50 100 200 Feet

## Legend



City Limits



City Property



Property of Kleberg County

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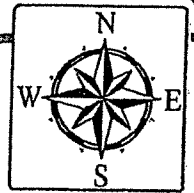
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|             | Last Update: 1/28/2019              |
|             | Note:                               |

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**CITY OF KINGSVILLE**  
**ENGINEERING DEPARTMENT**  
400 W King Ave  
Kingsville, Texas 78363  
Office: 361-595-8007  
Fax: 361-595-8064

# City Parkland - Corner of Lantana and Richard Ave



**University Blvd**


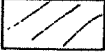
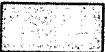
**Richard Ave**

**Alice Ave**

**Lantana Dr**

0 50 100 200 Feet

## Legend

-  City Limits
-  City Property
-  Property of Kleberg County

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Engineering Department

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**CITY OF KINGSVILLE  
ENGINEERING DEPARTMENT**

400 W King Ave  
Kingsville, Texas 78363  
Office: 361-595-8007  
Fax: 361-595-8064

**Account**

Property ID: 36884 Legal Description: LANTANA PARK 1, BLOCK 7, LOT PARK, (E X E M P T)  
 Geographic ID: 141400700000192 Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

**Location**

Address: W CORNER OF LANTANA & RICHARD Mapsco:  
 TX  
 Neighborhood: Map ID: A2  
 Neighborhood CD:

**Owner**

Name: CITY OF KINGSVILLE Owner ID: 62906  
 Mailing Address: ETAL % Ownership: 100.0000000000%  
 PO BOX 1458  
 KINGSVILLE, TX 78364-1458  
 Exemptions: EX-XV

|                                       |   |         |                       |
|---------------------------------------|---|---------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0     |                       |
| (+) Improvement Non-Homesite Value:   | + | \$0     |                       |
| (+) Land Homesite Value:              | + | \$0     |                       |
| (+) Land Non-Homesite Value:          | + | \$2,600 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0     | \$0                   |
| (+) Timber Market Valuation:          | + | \$0     | \$0                   |
| <hr/>                                 |   |         |                       |
| (=) Market Value:                     | = | \$2,600 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0     |                       |
| <hr/>                                 |   |         |                       |
| (=) Appraised Value:                  | = | \$2,600 |                       |
| (-) HS Cap:                           | - | \$0     |                       |
| <hr/>                                 |   |         |                       |
| (=) Assessed Value:                   | = | \$2,600 |                       |

Land Use Information

Improvements Information

No improvements exist for this property.

Land

| # | Type | Description | Acres  | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|------|-----------|-----------|--------------|-------------|
| 1 | C1   | C1          | 0.0000 | 0.00 | 0.00      | 0.00      | \$2,600      | \$0         |

| 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          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2017 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2016 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2015 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2014 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2013 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2012 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2011 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2010 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |

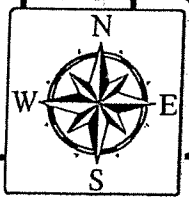
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| 2 | 8/19/2003 | GFT WD | GIFT WD                        | CITY OF KINGSVILLE       | PEACELIFE MINISTRIES INC | 265    | 705  |             |
| 3 | 6/27/1939 | DEED   | DEED                           | CITY OF KINGSVILLE       | CITY OF KINGSVILLE       |        |      | 20156       |

Webcam Version 1.1.1.10

Webcam Version 1.1.1.10

Webcam Version 1.1.1.10

# City Parkland - Corner of Alice and Richard Ave



**Santa Gertrudis St**

**Armstrong St**

**Richard Ave**



**Alice Ave**

**Wanda**

**Lee Ave**

**Alice Ave**

## Legend

-  City Limits
-  City Property

0 70 140 280 Feet

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Engineering Department

Last Update: 1/28/2019

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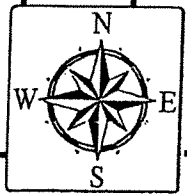
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ENGINEERING DEPARTMENT**

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# City Parkland - Corner of Alice and Richard Ave



**Santa Gertrudis St**

**Armstrong St**

**Richard Ave**



**Alice Ave**

**Wanda**

**Lee Ave**

**Alice Ave**

## Legend

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0 70 140 280 Feet

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ENGINEERING DEPARTMENT**

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Kingsville, Texas 78363  
Office: 361-595-8007  
Fax: 361-595-8064

**Account**

Property ID: 36886 Legal Description: LANTANA PARK 1,  
BLOCK 1, LOT PARK  
(NORTH SIDE),  
(EXEMPT)

Geographic ID: 141400000010192 Agent Code:

Type: Real

Property Use Code:

Property Use Description:

**Location**

Address: CORNER OF ALICE & RICHARD Mapsco:  
TX

Neighborhood: Map ID: A2

Neighborhood CD:

**Owner**

Name: CITY OF KINGSVILLE Owner ID: 62906

Mailing Address: ETAL % Ownership: 100.0000000000%

KINGSVILLE, TX 78364-1458

Exemptions: EX-XV

|                                       |   |         |                       |
|---------------------------------------|---|---------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0     |                       |
| (+) Improvement Non-Homesite Value:   | + | \$0     |                       |
| (+) Land Homesite Value:              | + | \$0     |                       |
| (+) Land Non-Homesite Value:          | + | \$1,300 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0     | \$0                   |
| (+) Timber Market Valuation:          | + | \$0     | \$0                   |
| <hr/>                                 |   |         |                       |
| (=) Market Value:                     | = | \$1,300 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0     |                       |
| <hr/>                                 |   |         |                       |
| (=) Appraised Value:                  | = | \$1,300 |                       |



(-) HS Cap: - \$0

(=) Assessed Value: = \$1,300

No improvements exist for this property.

| # | Type | Description | Acres  | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|------|-----------|-----------|--------------|-------------|
| 1 | C1   | C1          | 0.0000 | 0.00 | 0.00      | 0.00      | \$1,300      | \$0         |

|      | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|------|--------------|-------------|--------------|-----------|--------|----------|
| 2019 | N/A          | N/A         | N/A          | N/A       | N/A    | N/A      |
| 2018 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2017 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2016 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2015 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2014 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2013 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2012 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2011 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2010 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |

Deed History

| # | Deed Date | Type | Description | Grantor            | Grantee            | Volume | Page | Deed Number |
|---|-----------|------|-------------|--------------------|--------------------|--------|------|-------------|
| 1 | 6/27/1939 | DEED | DEED        | CITY OF KINGSVILLE | CITY OF KINGSVILLE |        |      | 20156       |

Deed History

**LOBO MINERALS, LLC**  
PO Box 1800 • Lubbock, TX 79408-1800  
LoboMineralsLLC@gmail.com

361-424-2654 47,800 mi.,  
\$24,000. (361)424-2654.

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**CorpusOasis.com**  
Easy to get started!  
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Now!!  
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Contact us at  
**361-853-7277** or  
**CorpusOasis.com**  
kiakid@hotmail.com

#### Trailers

**2018 TRAVEL TRAILER** -  
16 ft, light weight, \$7,900 OBO  
(361)994-1511

#### Recreation



#### Campers & RV's

**2019 Coachmen Catalina**  
39 ft, 3 slide outs, 2 A/Cs  
hrdwd flrs, electric hitch  
& awning, full kitchen w/  
stainless appls., fireplace,  
leather furnishings, stereo  
& TV, king bed, private bath  
w/stand up shower, W/D,  
located in New Braunfels  
\$32,275 (505)453-6283

#### Garage Sale



#### Garage Sale



**726 MONETTE** - February 1  
& 2, 7am - 1pm. Furniture,  
clothing, household items

#### Garage Sale South



**7538 BRIECESCO** - 2/8 and  
2/9, 8am-5pm. MOVING  
SALE - FURNITURE, KITCH-  
EN ITEMS, CHINA, CRYSTAL,  
ASSORTED GOOD  
QUALITY STUFF AT GREAT  
PRICES

#### Storage Sheds

**WOOD BUILDINGS**  
•12x16 \$2299 •12x24 \$2499  
Set-Up Included. Free Del.  
Free Felt Paper W/Purchase  
**(281)857-3797**  
**www.ex-pertsheds.org**

#### Wanted

**BUYING COPPER, BRASS,  
RADIATORS, BATTERIES &  
CASH PAID FOR GOLD,  
SILVER & COINS!**  
Monday-Saturday, 10-4  
3309A Avers (361)834-9026

**WANTED**

**FREON R12** - R12 collecting  
dust? Certified professional  
pays CASH for R12.  
RefrigerantFinders.com  
(312)291-9169

**CALL TODAY**

**WANTED: OLD ELECTRONICS.**  
Tubes, testers, stereo, McIntosh,  
JBL, Altec, Marantz, Dyna, AR,  
& Western Electric (713)728-4343

#### Legals



#### Legal Notices

#### INVITATION FOR BIDS BUS PARTS SUPPLY IFB NO.: 2019-FP-02

Bids will be received at the  
offices of the Corpus Christi  
Regional Transportation  
Authority, hereinafter  
referred to as the "CCRTA,"  
- Staples Street Center at  
602 N. Staples Street, Corpus  
Christi, Texas 78401 until 3:00  
PM (CST) Tuesday, March 19,  
2019.

Firms are encouraged to  
attend a pre-bid meeting at  
the Staples Street Center on  
Tuesday, February 19, 2019  
at 3:00 PM. The purpose of  
this meeting is to review the  
CCRTA's requirements for  
this project. While this meet-  
ing is not mandatory, firms  
are strongly encouraged to  
attend.

Copies of this Invitation for  
Bids (IFB) may be obtained  
from the CCRTA website at  
[www.ccrtatx.org/news-opportunities/business-with-us/](http://www.ccrtatx.org/news-opportunities/business-with-us/).  
Questions regarding this  
solicitation can be directed to  
Annie Hinojosa, Director  
of Procurement, at (361) 903-  
3550.

57 Jorge Cruz-Aedo  
Procurement Officer

#### NOTICE OF PUBLIC HEARING ON DECOMMISSIONING CERTAIN REAL PROPERTY OF THE CITY OF KINGSVILLE DESIGNATED AS PARK LAND

The City of Kingsville will hold  
a public hearing on Monday,  
February 25, 2019 at 6:00 p.m.  
at the Kingsville City Hall (400  
W. King Ave.) in the Helen

#### Codes

#### REVENUES:

5700 *Local and Intermediate Sources*  
5800 *State Program Revenues*  
5900 *Federal Program Revenues*  
5020 *Total Revenues*

#### EXPENDITURES:

##### Current:

0011 *Instruction*  
0012 *Instructional Resources and Media Services*  
0013 *Curriculum and Staff Development*  
0021 *Instructional Leadership*  
0023 *School Leadership*  
0031 *Guidance, Counseling, & Evaluation Services*  
0033 *Health Services*  
0034 *Student Transportation*  
0035 *Food Service*  
0036 *Cocurricular/Extracurricular Activities*  
0041 *General Administration*  
0051 *Facilities Maintenance and Operations*  
0052 *Security and Monitoring Services*  
0053 *Data Processing Services*  
0061 *Community Services*  
0071 *Principal on Long-term Debt*  
0072 *Interest on Long-term Debt*  
0073 *Bond Issuance Costs and Fees*  
0081 *Capital Outlay*  
0099 *Other Intergovernmental Charges*  
6030 *Total Expenditures*

1100 *Excess (Deficiency) of Revenues Over (Under)*  
1100 *Expenditures*

#### Other Financing Sources and (Uses):

7911 *Capital-Related Debt Issued (Regular Bonds)*  
7914 *Issuance of Non-Current Debt*  
7915 *Transfers In*  
7916 *Premium or Discount on Issuance of Bonds*  
8911 *Transfers Out*  
8949 *Other Uses*  
7080 *Total Other Financing Sources and (Uses)*

#### EXTRAORDINARY ITEM:

7919 *Extraordinary Item (Resource)*  
8913 *Extraordinary Item (Use)*  
1200 *Net Change in Fund Balances*

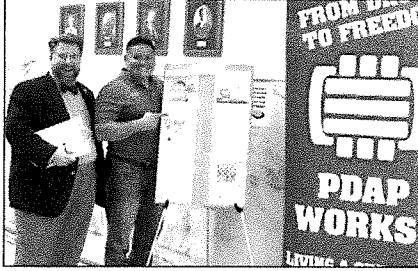
0100 *Fund Balances - Beginning*  
3000 *Fund Balances - Ending*

The accompanying notes are an integral part of this statement.





## PDAP art contest winner announced, walk set for April 27



J. Dean Craig and Judge Rudy Madrid at the judging of the art contest for the annual 2019 Palmer Drug Abuse Program Drug Free Walk, which is scheduled at 11 a.m. Saturday, April 27 at the Kleberg County Courthouse and ending at the Kingsville Independent School District's administration building. This year's Grand Marshal is KISD superintendent Elida Bera and the Grand Prize Winner of the art contest is Arabella Delon, a fourth grader at Harvey Elementary School. Her drawing will be the art work on this year's T-shirts for the walk. (Submitted item)

## Banquet

officials said.

The Outstanding Citizen Award is meant to recognize someone currently providing a significant contribution to the community through civic and social activities. The Lifetime Service Award honors a citizen who has rendered the greatest and selfless service to his or her community over many years, either through vocational or non-vocational work.

Nominations for the

annual awards are due by April 1. Forms are available at the Bishop Chamber of Commerce, located at 213 E. Main St. in Bishop. Office hours are 9 a.m. - noon Monday to Friday.

The banquet will take place on April 30 at the Bishop High School Cafeteria, located at 230 Badger Lane, with a social gathering set at 6 p.m., followed by the dinner and program at 6:30 p.m.

Individual tickets are \$25, with sponsor tables available for \$250 and include eight tickets.

Attendees are requested to RSVP by April 12.

For more information, to purchase tickets or to nominate an individual for an award, call (361) 593-2214 or send an email to bishopchamberofcommerce@boc.com. Anthony Ruiz can be contacted at aruiz@kingdom.com or (361) 221-0254.

## NOTICE OF PUBLIC HEARING ON DECOMMISSIONING CERTAIN REAL PROPERTY OF THE CITY OF KINGSVILLE DESIGNATED AS PARK LAND

The City of Kingsville will hold a public hearing on Monday, February 25, 2019 at 6:00 p.m. at the Kingsville City Hall (400 W. King Ave.) in the Helen Kleberg Groves Community Room in regard to the consideration of decommissioning certain real property of the City designated as park land (Kennedy Park, the corner of Lantana and Richard Ave., and the corner of Alice and Richard Ave.).

The purpose of the hearing is to allow citizens an opportunity to discuss reasons for or against the decommissioning of certain real property of the City of Kingsville designated as park land. Citizens unable to attend may submit written comments to the Mayor, Sam Fugate, at City Hall-City of Kingsville, 400 W. King Ave., Kingsville, Texas, or by mailing to P.O. Box 1458, Kingsville, TX 78364.

In addition, should any non-English speaking citizen(s) desire to address the City during such hearing and needs the assistance of an interpreter, the City will attempt to provide one if sufficient notice is provided. Also, should any citizen(s) desire technical assistance, handicap accessibility to the hearing site, or need interpreter assistance, please call Mary Valenzuela, City Secretary at (361) 595-8052.

## PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, March 6, 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:

Jonathan Villarreal, applicant, Guadalupe Alvarez, owner, requesting the rezoning of LUND ADDN, BLOCK 7, LOT 8.9, (AMIGO AUTO SALES) located at 201 S. 16th Street, Kingsville, Texas from C1 (Neighborhood Service) to C4 (Commercial District). 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.

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## Obituaries

### Orlando Ruiz

Orlando "Londy" Ruiz, 57, of Mission, died on Feb. 4, 2019 in McAllen.

He was born on Aug. 14, 1961 in Kingsville. He was preceded in death by his father-in-law, Jesus Perez Sanchez, and brother, Hector Javier Ruiz.

Survivors include his wife of 30 years, Silvia Perez Fernandez of Mission, one son, Bryan Ruiz of Corpus Christi, one daughter, Yesenia Ruiz of Mission, parents, Guillermo and Nidia Ruiz of Kingsville,

three brothers, Billy Ruiz of Kingsville, Omar (Nita) Ruiz of Kingsville and Ramiro Ruiz of Kingsville; two grandsons; and numerous nieces and nephews.

Visitation was held on Wednesday, Feb. 6 at Ramirez-Salas Funeral Home.

A religious service was held Wednesday, Feb. 6 at Ramirez-Salas Funeral Home.

A funeral service was held Thursday, Feb. 7 at Ramirez-Salas Funeral Home, with the Rev. Servando Torres officiating.



Orlando Ruiz

A cremation followed and a private graveside service will be held at a later date.

### Angelina Moreno

Angelina Moreno, 75, of Kingsville, died Feb. 5, 2019.

She was born on March 21, 1915 in Palto Blanco, to Francisco and Guadalupe Moreno.

She was preceded in death by her daughter, Neta Ann Garcia, and one sister.

Survivors include son, Beto Aguilar (Diana), daughter, Cyndi Jackson (Phil), Annette Rodriguez (Omar), Amy

Chickitt (Rick), seven grandchildren, three great-grandchildren, two brothers and four sisters.

Visitation was held Friday, Feb. 8 at Kingsville Memorial Funeral Home Chapel, with a rosary recited that same evening.

A funeral Mass will be celebrated at 10 a.m. on Saturday, Feb. 9 at St. Martin's Catholic Church. Burial will follow at Santa Gertrudis Cemetery in Kingsville.



Angelina Moreno

## Senior Citizen Menu listed

### Submitted item

The Kleberg County Senior Citizen congregate dining menu is served at the Senior Center located at 1109 E. Santa Gertrudis in Kingsville. Ricardo Senior Center and Riviera Center, from 11:30 a.m. to 12:30 p.m., Monday through Friday.

The following is the menu for the week of Feb. 11-15.

Menu may change without notice.

**Monday** - Breaded pork, choppy with cream gravy, red skin potatoes, collard greens, apricot halves and whole wheat bread.

**Tuesday** - Chicken fajitas with grilled vegetables, seasoned pinto beans,

Romaine lettuce and potatoes, hot sliced cinnamon apples and wheat flour tortillas.

**Wednesday** - Meat loaf with brown gravy, mashed potatoes, creole green beans, mixed fruit cup with citrus and wheat roll.

**Thursday** - Pepper steak over rice, ornamental vegetables, sliced carrots, sponge cake with strawberries and whole wheat bread.

**Friday** - Ham and cheese sandwich with mayonnaise, Romaine lettuce and tomatoes, apple carrot salad, banana and whole wheat bread.

For more information, call (361) 595-8572.

**WE CARE FOR YOU EVERY DAY OF THE WEEK.**

Monday - Friday 8 am - 6 pm  
Saturday 8 am - 4 pm  
Sunday 10 am - 4 pm  
**NO Appointment Necessary**

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 • No Need for Insurance  
 • Convenient Hours for your schedule  
 • Lab Services • Physicals • X-Ray/MRI

Trusted Castaneda HMO-C

## PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, March 6, 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:

Olga Barrera, owner and applicant, requesting the rezoning of SIMS 3, BLOCK 2, LOT 16-23, W2' 24, (EL CORRAL) also known as 1415 N. 14th St., Kingsville, Texas from C4 (Commercial) to C2 (Retail).

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.

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## Commissioner attends 2018 Continuing Education Conference

### Submitted Item

Texas A&M AgCenter Extension Service/District 12 hosted a continuing education conference for County Judges and Commissioners on Friday, Dec. 14 at the Embassy Suites Hotel in Carole.

The Honorable Tami Hjerida, Webb County Judge, provided the welcome and opening comments to start the conference.

The topics covered included judicial candidates, Senate Bill 189 (Sanctuary Clause Act) and the requirements associated with this new law for the monthly all property tax ap-

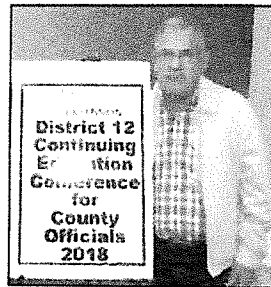
praisals and the role of Commissioners County cyber security and open meetings act, as well as other relevant issues affecting county commissioners' courts.

The Honorable Judith Zaffroni, State Senator District 21 and Jan Allister of Allison, Bass, & Mager LLP and legal counsel for the County Judges and Commissioners Association of Texas provided valuable information on issues and priorities to be discussed during the upcoming legislative session.

The conference offered six continuing education units approved

and provided by the County Judges and Commissioners Association of Texas. But a big draw was the information and networking the event provides to those attending the annual event in South District 12.

County elected officials are busy tending to the day-to-day duties of the job, but this conference is often the only opportunity they get to meet their counterparts, relationships that one day may be of huge benefit if they ever need to call on each other for assistance or collaboration and advice.



Roy Cantu, Kleberg County Precinct 3 County Commissioner, attended the South Texas Judges and Commissioners Conference. (Submitted photo)

## Food inspection scores release

### Submitted Item

The City of Kingsville City-County Health Department has released food inspection scores for the period of Jan. 14 - Feb. 15.

Food service inspections are conducted on a quarterly schedule per year based on the risk category to ensure compliance with the Texas Food Service Establishment Regulations and local food sanitation ordinances.

Risk levels include low, moderate and high risk. Establishment scoring is based on a permit violation, as per the Texas Food Establishment Rules. There are two types of violations. Critical violations are life and limb points de-

ments per violation and non-critical violations are three points per violation.

Critical violations are improper practices and actions that directly contribute to food contamination and immediate closure that may pose a potential risk to the public health, resulting in food borne illness.

Critical violations must be corrected immediately or as directed by the Health Department.

Non-critical violations are unacceptable practices that indirectly relate to the physical condition of an establishment, including equipment, cleaning, and storage.

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

- Holiday Inn Express - 100
- Tiram - Place Suites/Marriott - 100
- 7 Oaks Country Club - 100
- TAMUK - Dining Hall - 100
- TAMUK - Library - 100
- Kwik Pantry (Central) - 100
- Upland School - 100
- Mexico Grill - 100
- Kwik Pantry (Boulevard) - 100
- Los Cabos - 98
- VIP Adult Daycare - 99
- Thompson Inn - 98
- Pope's Patis - 98
- Sauer Market - 98
- Rue 7 Canela - 98
- La Famosa Tortilla

Factors - 98

- Santa Drive Thru - 96
- Mike's Shop & Shop - 97
- Christus Spauld Health - 97
- Agave Jalisco (Boulevard) - 97
- Plaza Patis - 97
- TAMUK - Dining Hall - 96
- TAMUK - Library - 96
- Big House BBQ - 95
- Harbly's Kitchen - 95
- Sauer Drive Thru - 95
- Tazuma Restaurant - 94
- CUBA - 94
- Grande's Meat Market & Liquor - 93
- Super 8 Motel - 92
- Maquindale - 91
- Spice Station Indian Cuisine - 84
- McCombs - 73

## Senior Citizen Menu listed

### Submitted Item

The Kings County Senior Center congregates during meals served at the Senior Center located at 1009 E. Santa Gertrudis in Kingsville. Meals include Senior Center and Rivera Center from 11:30 a.m. to 12:30 p.m. Monday through Friday.

The following is the menu for the week of Feb. 18-22.

Menu may change without notice.

Monday - Closed for President's Day holiday.

Tuesday - Hot dog, with relish, acid mustard, baked beans,

hot cabbage slaw, mixed fruit with citrus and a baked hot dog bun.

Wednesday - King Ranch casserole, zucchini and tomatoes, salad mix, strawberry banana cup and wheat crackers.

Thursday - Steamed, meatballs over mashed potatoes, California blend vegetables, ambrosia fruit cup and whole wheat bread.

Friday - California cut pork over rice, whole kernel corn with red peppers, tropical fruit mix and corn tortilla.

For more information call (361) 505-5772.

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**TIES & TIE SHIRTS**

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**02.22.19**

**FUN FOR ALL AGES**

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**2019 ADULT & YOUTH HEALTH SCREENINGS**

**ALAN HOLT**

**Alberg Bank**

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Monday - Friday 8am - 6pm  
Saturday 10am - 4pm  
Sunday 10am - 4pm

**NO Appointment Necessary**

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• Accepts all insurance plans  
• No co-payments  
• Convenient hours for your schedule  
• All services • Free calls • Free home visits

**NOTICE OF PUBLIC HEARING ON DECOMMISSIONING CERTAIN REAL PROPERTY OF THE CITY OF KINGSVILLE DESIGNATED AS PARK LAND**

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The purpose of the hearing is to allow citizens an opportunity to discuss reasons for or against the decommissioning of certain real property of the City of Kingsville designated as park land. Citizens unable to attend may submit written comments to the Mayor, Sam Ingate, at City Hall-City of Kingsville, 400 W. King Ave., Kingsville, Texas, or by mailing to P.O. Box 1458, Kingsville, TX 78364.

In addition, should any non-English speaking citizen(s) desire to address the City during such hearing and needs the assistance of an interpreter, the City will attempt to provide one if sufficient notice is provided. Also, should any citizen(s) desire technical assistance, handicap accessibility to the hearing site, or need interpreter assistance, please call: Mary Valenzuela, City Secretary at (361) 505-5802.

Visit us at [KingsvilleRecord.com](http://KingsvilleRecord.com)

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Boat/Car Fund

**"2-Night Free Vacation!"**

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Experience preferred. Must have DOT physical and be willing to keep logs. No BODs in last 10 years, clean MVR.

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**Sam Houston Birthday & Texas Independence Day**

**5K FUN RUN**

runwithsam5k

Sam Houston State University • Huntsville, TX

**SATURDAY, MARCH 2, 2019 • 8 A.M.**

\$20 Registration Fee

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Use promo code "Sam5K" for discount

# **CONSENT AGENDA**



# **AGENDA ITEM #1**

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the Kingsville City Commission, as the governing body of the municipality, has provided notice required under Chapter 312 of the Texas Tax Code by publishing notice of the hearing in the local paper more than 7 days prior to the hearing (publication February 3, 2019) as well as sending notice to the heads of the local taxing entities (sent February 1, 2019) and has conducted a public hearing on Monday, February 11, 2019 regarding the designation of a reinvestment zone, at which interested persons could speak and present evidence for or against the designation;

**WHEREAS**, the designation of a reinvestment zone is necessary for a taxing unit to be able to grant tax abatement agreements and other economic incentives for areas within the zone;

**WHEREAS**, the designation of a reinvestment zone and the ability to grant tax abatements within the zone will benefit the City by promoting economic incentives for the location and expansion of economic development within the city;

**WHEREAS**, the City desires that areas located within the reinvestment zone be eligible for residential tax abatement, commercial-industrial tax abatement, and/or tax increment financing, as allowed by state law;

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

I.

**THAT** the property as more fully described on the attached Exhibit A is made a part of this ordinance and shall hereinafter be designated as a reinvestment zone as it meets the criteria for a reinvestment zone set out in Texas Tax Code section 312.202.

II.

**THAT** the property designated as a reinvestment zone is eligible for residential tax abatement, commercial-industrial tax abatement, and/or tax increment financing, as provided by state law. The designation of a reinvestment zone for residential and/or commercial-industrial tax abatement expires five years after the date of the designation and may be renewed for periods not to exceed five years, except that a reinvestment zone that is a state enterprise zone is designated for the same period as a state enterprise zone as provided by Chapter 2303, Texas Government Code. The expiration of the designation does not affect an existing tax abatement agreement made under Texas Tax Code, Chapter 312, Subchapter B.

III.

**THAT** the City held a public hearing on the designation of the reinvestment zone and found the improvements sought are feasible and practical and would be a benefit to the land to be included in the zone and to the City after the expiration of an agreement entered into under Texas Tax Code Section 312.204 or 312.211, as applicable.

IV.

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

V.

**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.

VI.

**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 11th day of February, 2019.

**PASSED AND APPROVED** on this the 25th day of February, 2019.

Effective Date: \_\_\_\_\_

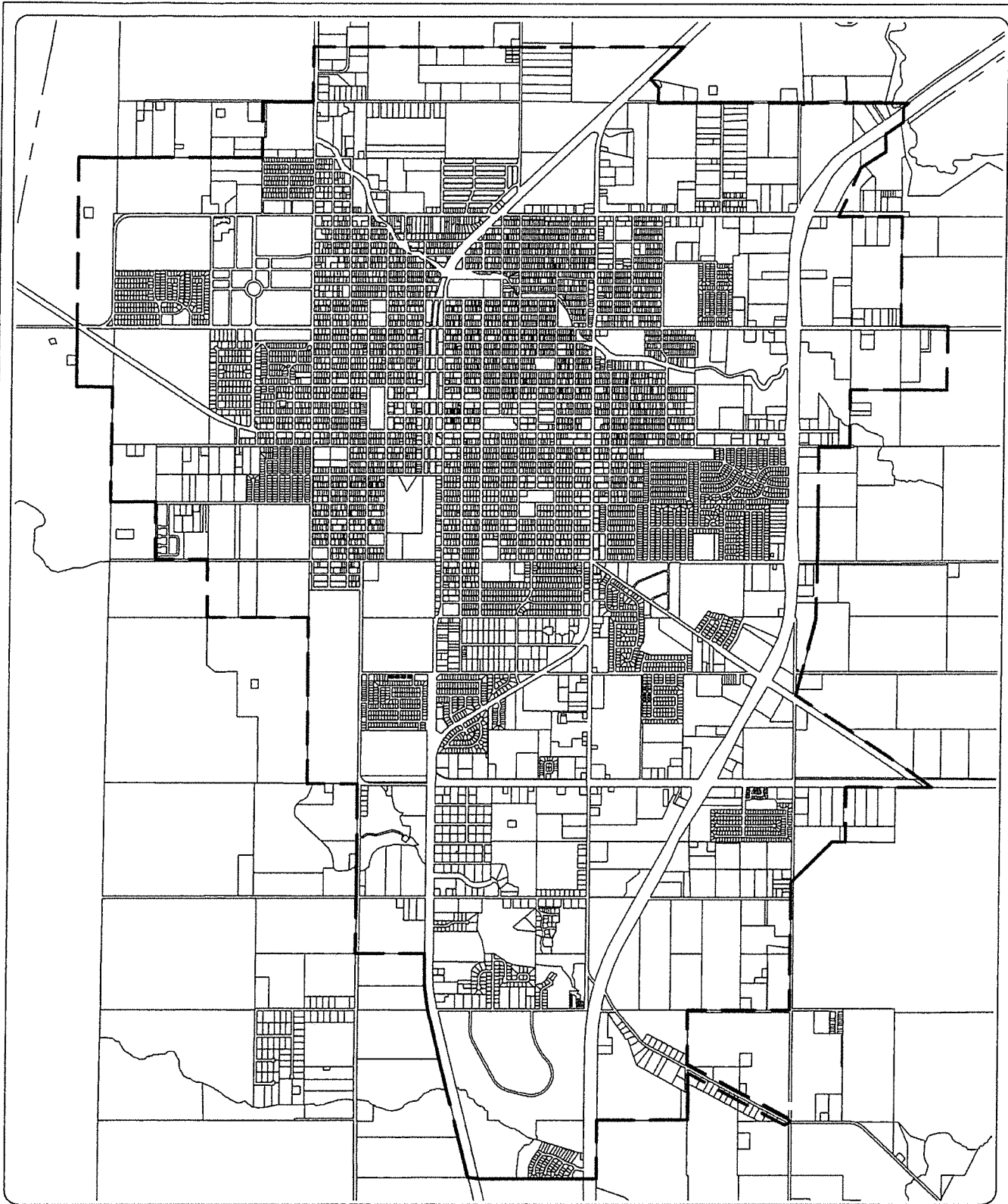
\_\_\_\_\_  
Sam Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



PAGE  
1

**CITY OF KINGSVILLE  
CITY LIMITS BASE MAP**

Drawn by: Ramirez, J.  
Date: 01-29-2019  
Note:  
Job:  
Scale: N.T.S.



**CITY OF KINGSVILLE  
ENGINEERING DEPARTMENT**  
400 West King  
Kingsville, Texas 78363  
Office 361.595.8007  
Fax 361.595.8035

## **AGENDA ITEM #2**

**City of Kingsville  
Purchasing Department**

---

TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Charlie Sosa Purchasing Manager  
DATE: February 20, 2019  
SUBJECT: Real Estate Contract.

---

**Summary:** This item authorizes the City Manager to extend a real estate contract with Coldwell Banker.

**Background:** We entered in to a real estate contract on November 6, 2017 with Coldwell Banker to list a 10.98 Ac tract of land located on Loop 428 Lot Pt. 9 & 10, Block 18, KT&I Co. The real estate company has had some interested parties, but none have committed to enter into a sale at this time.

**Financial Impact:**  
None at this time.

**Recommendation:**  
It is recommendation the City Manager extends the real estate contract with Coldwell Banker, as per staff recommendation.



**RESOLUTION #2019-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO COMMERCIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL BETWEEN THE CITY OF KINGSVILLE AND LYNN YAKLIN; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville owns approximately 10.98 acres of raw land located at Lot Pt. 9 & 10, Block 18, KT&I Co. near Business Hwy 77 and Loop 428, Kingsville, Texas;

**WHEREAS**, on March 13, 2017, the City Commission of the City of Kingsville via Resolution #2017-16 found that it in the best interest of the citizens of Kingsville that the City-owned property located off Loop 428 (at Lot Pt. 9 & 10, Block 18, KT&I Co., Kingsville, Texas) be placed for sale as authorized by the Texas Local Government Code via a broker; and

**WHEREAS**, Texas Local Government Code Section 253.014 allows for certain public property to be sold via a broker with the best offer coming back before the Commission for approval of the sale;

**WHEREAS**, the City previously located a local realtor, Lynn Yaklin, licensed to perform such listings required by the statute;

**WHEREAS**, the City and Lynn Yaklin have worked to complete the Texas Association of Realtors "Commercial Real Estate Listing Agreement Exclusive Right to Sell" for the listing of the City property located at Lot Pt. 9 & 10, Block 18, KT&I Co., Kingsville, Texas, which was approved by City Commission via Resolution #2017-77 on November 13, 2017;

**WHEREAS**, that agreement expires on February 20, 2019 and the parties desire to enter an amendment to the agreement to extend its term until December 31, 2019.

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into an Amendment to Listing Agreement for the "Commercial Real Estate Listing Agreement Exclusive Right to Sell" between the City of Kingsville and Lynn Yaklin in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the  
25th day of February, 2019.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





TEXAS ASSOCIATION OF REALTORS®

## AMENDMENT TO LISTING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2004

### AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

00 BU US HWY 77 10.98 acs, Kingsville, TX 78363

"Owner" means the seller or landlord of the above-referenced Property.

Effective February 20, 2019, Owner and Broker amend the above-referenced Listing as follows:

- ☐ A. The Listing Price in Paragraph 3 of the Listing is changed to: \$ \_\_\_\_\_.
- ☒ B. The date the Listing ends in Paragraph 4 of the Listing is changed to: December 31, 2019.
- ☐ C. Owner instructs Broker to cease marketing the Property on \_\_\_\_\_ and to resume marketing the Property on: ☐ (1) receipt of further instructions from Owner; or ☐ (2) \_\_\_\_\_.

The Listing is not terminated and remains in effect for all other purposes.

- ☐ D. Paragraph(s) \_\_\_\_\_ are changed as follows:

#### Coldwell Banker Homestead Properties, Inc.

Broker's (Company's) Printed Name 246828 License No.

Seller or Landlord  
City of Kingsville

Date

By:

Broker's Associate's Signature

Date

Seller or Landlord

Date

**Lynn Yaklin**

(TAR-1404) 1-7-04

Page 1 of 1

**EXHIBIT "A"**

**PROPERTY DESCRIPTION FOR TRACT 10.98 ACRE TRACT**

BEING A 10.98 ACRE TRACT OF LAND, SITUATED IN THE JUAN MINDIOLA SURVEY, ABSTRACT 192, KLEBERG COUNTY, TEXAS AND BEING A CALLED 11.0130 ACRE TRACT OF LAND OUT OF FARM LOT 9 AND 10, SECTION 18 OF THE KLEBERG TOWN AND IMPROVEMENT COMPANY SUBDIVISION AS FOUND IN ENVELOPE 18, MAP RECORDS, KLEBERG COUNTY, TEXAS (M.R.K.C.T.) DESCRIBED IN A GIFT WARRANTY DEED BY GEORGE E. MEYER AND WIFE, IMA JEAN MEYER TO THE CITY OF KINGSVILLE DATED DECEMBER 29, 1986 AND FOUND IN VOLUME 510, PAGE 83, DEED RECORDS, KLEBERG COUNTY (D.R.K.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8" iron rod with plastic CivilCorp cap set for the Southwest corner of this tract lying in the South line of Farm Lot 10, Section 18 of the said Kleberg Town and Improvement Company Subdivision and the North line of Farm Lot 13, Section 18 of the said Kleberg Town and Improvement Company Subdivision, being the Southeast corner of a tract of land described in Probate Records to Vicki Lynn Stubblefiled dated September 17, 2009, found in Vol. 4940, Probate Records, Kleberg County, Texas (P.R.K.C.T.) and on the North line of a tract of land described in a Warranty Deed to Gene M. Jones dated January 5, 1998 found Vol. 154, Pg. 462, (D.R.K.C.T.) and having State Plane Coordinates of N=17,069,305.84 E=1,191,255.19, from whence the Southwest corner of Lot 10, Section 18 of the said Kleberg Town and Improvement Company Subdivision bears S 88° 58' 40" W, 748.30 feet to a found 5/8" iron rod;

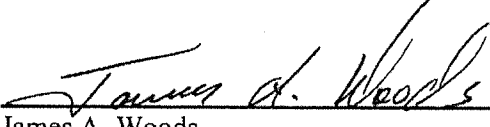
- (1) **THENCE** N 01° 13' 29" W, 971.36 feet (Record 973.19 feet, Vol. 510, Pg. 83, D.R.K.C.T.) with the West line of this tract and the East line of said Vicki Lynn Stubblefiled tract, severing Farm Lot 10, Section 18 of said Kleberg Town and Improvement Company Subdivision to a 5/8" iron rod set for the Northwest corner of this tract also being the in the South right-of-way of Business US Hwy 77 (120 foot width right-of-way);
- (2) **THENCE** N 57° 12' 16" E, 183.02 feet (Record S 58° 16' E, 183.26 feet, Vol. 510, Pg. 83, D.R.K.C.T.) with the North line of this tract, the South line of said Business US Hwy 77 right-of-way to a 5/8" iron rod set for the Northeast corner of this tract also being the Northwest corner of a tract of land described in warranty deed with vendor's lien to Miguel A. Farias and Maria G. Saenz dated September 29, 2005 and found in (D.R.K.C.T.);
- (3) **THENCE** S 01° 13' 29" E, 594.31 feet (Record 593.37 feet, Vol. 510, Pg. 83, D.R.K.C.T.) with an East line of this tract and the West line of said Miguel A. Farias and Maria G. Saenz tract to a 5/8" iron rod set for an interior corner of this tract also being the Southwest corner of said Miguel A. Farias and Maria G. Saenz tract;

**EXHIBIT "A"**

- (4) **THENCE** N 88° 46' 31" E, 673.12 feet (Record 673.12 feet, Vol. 510, Pg. 83, D.R.K.C.T.) with a North line of this tract and the South line of said Miguel A. Farias and Maria G. Saenz tract crossing through Farm Lot 10 in to Farm Lot 9 of Section 18, Kleberg Town and Improvement Company Subdivision to a ½" iron rod with plastic cap stamped "RPLS 4540" found for an East corner of this tract being the Southeast corner of said Miguel A. Farias and Maria G. Saenz tract, the Southwest corner of a tract of land described in warranty deed to Miguel A. Farias and Maria G. Saenz dated January 6, 2006 and found in Vol. 326, Pg. 709 (D.R.K.C.T.) and the Northwest corner of a tract of land described in a special warranty deed to Alpha Lake, LTD., a Texas Limited Partnership, dated October 13, 1994 and found in Vol. 106, Pg. 763 (D.R.K.C.T.);
- (5) **THENCE** S 01° 13' 29" E, 475.80 feet (Record 476.10 feet, Vol. 510, Pg. 83, D.R.K.C.T.) the East line of this tract, the West line of said Alpha Lake, LTD. Tract to a ¾" iron rod found for the Southeast corner of this tract also being the Northeast corner of a tract of land described in a general warranty deed to David Schubert, dated February 23, 2007 and found in Vol. 357, Pg. 136, (D.R.K.C.T.);
- (6) **THENCE** S 88° 58' 40" E, along the South line of this tract and the North line of said David Schubert tract at a distance of 312.31 feet pass a 5/8" iron rod found for the Northwest corner of said David Schubert tract and the Northeast corner of said Gene M. Jones tract, continuing along the South line of this tract and the North line of said Gene M. Jones tract to the **POINT OF BEGINNING**, containing 10.98 acres of land.

A parcel plat of even date was prepared in conjunction with this property description.

This survey was performed on the ground under my supervision during May 2017.

 10/6/17  
James A. Woods  
Registered Professional Land Surveyor  
License No. 5333, State of Texas  
CivilCorp, LLC - 400 Mann St., Ste. 900 Corpus Christi, Tx. 78401  
361-371-5380  
Texas Firm Registration No. 100576-00





11/2/2015

## Information About Brokerage Services

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

|                                                   |               |                                 |                      |
|---------------------------------------------------|---------------|---------------------------------|----------------------|
| <b>Coldwell Banker Homestead Properties, Inc.</b> | <b>246828</b> | <b>home2buy@swbell.net</b>      | <b>(361)592-4343</b> |
| Licensed Broker /Broker Firm Name or              | License No.   | Email                           | Phone                |
| Primary Assumed Business Name                     |               |                                 |                      |
| <b>Tom Cunningham</b>                             | <b>199146</b> | <b>cunningham.tom@gmail.com</b> | <b>(361)592-4343</b> |
| Designated Broker of Firm                         | License No.   | Email                           | Phone                |
| <b>Lynn Yaklin</b>                                | <b>524273</b> | <b>lynnyaklin@sbcglobal.net</b> | <b>(361)592-4343</b> |
| Licensed Supervisor of Sales Agent/               | License No.   | Email                           | Phone                |
| Associate                                         |               |                                 |                      |
| <b>Lynn Yaklin</b>                                | <b>524273</b> | <b>lynnyaklin@sbcglobal.net</b> | <b>(361)592-4343</b> |
| Sales Agent/Associate's Name                      | License No.   | Email                           | Phone                |

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)



TEXAS ASSOCIATION OF REALTORS®

## RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2014

**1. PARTIES:** The parties to this agreement (this Listing) are:

Seller: City of Kingsville

Address: PO Box 1458

City, State, Zip: Kingsville, TX 78364

Phone: (361)595-8025

Fax: \_\_\_\_\_

E-Mail: csosa@cityofkingsville.com

Broker: Coldwell Banker Homestead Properties, In

Address: 515 E King

City, State, Zip: Kingsville, TX 78363

Phone: (361)592-4343

Fax: (361)592-2980

E-Mail: lynnyaklin@sbcglobal.net

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

**2. PROPERTY:** "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. Land: Lot Pt 9 & 10, Block 18, KT & I Co  
Addition, City of Kingsville,  
in Kleberg County, Texas known as 00 BU US HWY 77 10.98 acs, 78363  
(address/zip code),  
or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

B. Improvements: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

C. Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories.

(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate \_\_\_\_\_ and Seller \_\_\_\_\_, \_\_\_\_\_

Page 1 of 10

D. Exclusions: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: \_\_\_\_\_.

E. Owners' Association: The property ☐ is ☒ is not subject to mandatory membership in a property owners' association.

3. **LISTING PRICE**: Seller instructs Broker to market the Property at the following price: \$ 88,000.00 (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. **TERM**:

A. This Listing begins on November 6, 2017 and ends at 11:59 p.m. on November 5, 2018.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **BROKER'S COMPENSATION**:

A. When earned and payable, Seller will pay Broker:

☒ (1) 6.000 % of the sales price.

☐ (2) \_\_\_\_\_.

B. Earned: Broker's compensation is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing.

C. Payable: Once earned, Broker's compensation is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's compensation has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's compensation is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Compensation:

- (1) Breach by Buyer Under a Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses,

an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

- (2) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.

- (3) Other Fees and/or Reimbursable Expenses: NA

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 120 days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.
- (2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
- (a) Seller agrees to sell the Property during the protection period;
  - (b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the sale is negotiated; and
  - (c) Seller is obligated to pay the other broker a fee for the sale.

- F. County: All amounts payable to Broker are to be paid in cash in Kleberg County, Texas.

- G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

6. **LISTING SERVICES:**

- ☒ A. Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including sold data. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**



Residential Listing concerning \_\_\_\_\_

- ☐ B. Seller instructs Broker not to file this Listing with one or more Multiple Listing Service (MLS) until \_\_\_\_\_ days after the date this Listing begins for the following purpose(s): \_\_\_\_\_

(NOTE: Do not check if prohibited by Multiple Listing Service(s).)

- ☐ C. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing service.

Notice: Seller acknowledges and understands that if this option is checked: (1) Seller's Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer clients may not be aware that Seller's Property is offered for sale; (2) Seller's Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (3) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

## 7. ACCESS TO THE PROPERTY:

- A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:
- (1) access the Property at reasonable times;
  - (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
  - (3) duplicate keys to facilitate convenient and efficient showings of the Property.

- B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: NA

- C. Keybox: A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

- (1) Broker ☐ is ☒ is not authorized to place a keybox on the Property.
- (2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

- D. Liability and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. **COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.

(TAR-1101) 01-01-14 Initialed for Identification by Broker/Associate \_\_\_\_\_ and Seller \_\_\_\_\_

Page 4 of 10

- A. MLS Participants: If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:
- (1) if the other broker represents the buyer: 2.400 % of the sales price or \$ na ; and
- (2) if the other broker is a subagent: zero % of the sales price or \$ na .
- B. Non-MLS Brokers: If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:
- (1) if the other broker represents the buyer: 2.000 % of the sales price or \$ na ; and
- (2) if the other broker is a subagent: zero % of the sales price or \$ na .

**9. INTERMEDIARY: (Check A or B only.)**

- ☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.
- (2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.
- ☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

- Notice:** If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:
- may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
  - may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
  - may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
  - may not treat a party to the transaction dishonestly; and
  - may not violate the Real Estate License Act.

**10. CONFIDENTIAL INFORMATION:** During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

**11. BROKER'S AUTHORITY:**

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:

- ☐ (1) Seller does not want this Listing to be displayed on the Internet.  
☐ (2) Seller does not want the address of the Property to be displayed on the Internet.

**Notice: Seller understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.**

C. Broker is authorized to market the Property with the following financing options:

- |                                                      |                                                          |
|------------------------------------------------------|----------------------------------------------------------|
| <input checked="" type="checkbox"/> (1) Conventional | <input type="checkbox"/> (5) Texas Veterans Land Program |
| <input type="checkbox"/> (2) VA                      | <input type="checkbox"/> (6) Owner Financing             |
| <input type="checkbox"/> (3) FHA                     | <input type="checkbox"/> (7) Other                       |
| <input checked="" type="checkbox"/> (4) Cash         |                                                          |

D. In addition to other authority granted by this Listing, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and sales information about other properties to prospective buyers;
- (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) obtain information from any holder of a note secured by a lien on the Property;
- (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
- (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller);
- (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

E. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

**12. SELLER'S REPRESENTATIONS:** Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except **NONE NOTED** \_\_\_\_\_;
- F. Seller is not aware of any liens or other encumbrances against the Property, except **NONE NOTED** \_\_\_\_\_;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge; and
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: **NONE NOTED** \_\_\_\_\_.

**13. SELLER'S ADDITIONAL PROMISES:** Seller agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- B. not rent or lease the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property; and
- H. amend any applicable notices and disclosures if any material change occurs during this Listing.

**14. LIMITATION OF LIABILITY:**

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
  - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
  - (2) other brokers or their associates who may have information about the Property on their websites;
  - (3) acts of third parties (for example, vandalism or theft);
  - (4) freezing water pipes;
  - (5) a dangerous condition on the Property;
  - (6) the Property's non-compliance with any law or ordinance; or
  - (7) Seller, negligently or otherwise.

- C. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:
- (1) are caused by Seller, negligently or otherwise;
  - (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
  - (3) are caused by Seller giving incorrect information to any person.

**15. SPECIAL PROVISIONS:**Seller will \_\_\_\_\_ will not   X   allow AVM.Seller will \_\_\_\_\_ will not   X   allow comments.

**16. DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

**17. MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

**18. ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

**19. ADDENDA AND OTHER DOCUMENTS:** Addenda that are part of this Listing and other documents that Seller may need to provide are:

- ☒ A. Information About Brokerage Services;
- ☐ B. Seller Disclosure Notice (§5.008, Texas Property Code);
- ☐ C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
- ☒ D. Residential Real Property Affidavit (T-47 Affidavit; related to existing survey);
- ☒ E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
- ☐ F. Request for Information from an Owners' Association;
- ☐ G. Request for Mortgage Information;
- ☒ H. Information about Mineral Clauses in Contract Forms;
- ☐ I. Information about On-Site Sewer Facility;
- ☒ J. Information about Property Insurance for a Buyer or Seller;
- ☒ K. Information about Special Flood Hazard Areas;
- ☐ L. Condominium Addendum to Listing;
- ☐ M. Keybox Authorization by Tenant;
- ☐ N. Seller's Authorization to Release and Advertise Certain Information; and
- ☐ O. \_\_\_\_\_

**20. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligation to pay Broker an earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

**21. ADDITIONAL NOTICES:**

- A. Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.
- B. In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).
- C. Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.
- D. Broker advises Seller to review the information Broker submits to an MLS or other listing service.
- E. Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.
- F. Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.
- G. If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.

Residential Listing concerning 00 BU US HWY 77 10.98 acs  
Kingsville, TX 78363

H. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.

Coldwell Banker Homestead Properties, In  
Broker's Printed Name 246828 License No.

City of Kingsville  
Seller's Printed Name

☐ Broker's Signature \_\_\_\_\_ Date  
☒ Broker's Associate's Signature, as an authorized agent of  
Broker

Seller's Signature \_\_\_\_\_ Date

Lynn Yaklin  
Broker's Associate's Printed Name, if applicable

Seller's Printed Name

Seller's Signature \_\_\_\_\_ Date



TEXAS ASSOCIATION OF REALTORS®  
**AUTHORIZATION TO FURNISH  
TILA-RESPA INTEGRATED DISCLOSURES**

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To: Lender, Title Company, Escrow Agent, and/or their representatives

RE: 00 BU US HWY 77 10.98 acs, Kingsville, TX 78363 (Property)

I, City of Kingsville, ☒ Seller ☐ Buyer, have entered into  
an exclusive listing/representation agreement with the following Broker:

Name of Broker: Coldwell Banker Homestead Properties, In

TREC License Number: 246828

Address: 515 E King

City, State, Zip: Kingsville, TX, 78363

Phone: (361)592-4343

Fax: (361)592-2980

E-Mail: lynnyaklin@sbcglobal.net

Name of Broker's authorized agent, *if applicable*: Lynn Yaklin

TREC License Number of Broker's authorized agent, *if applicable*: 524273

I hereby authorize you to disclose and furnish a copy of any and all loan estimates, closing disclosures or other settlement statements provided in relation to the closing of the real estate transaction involving the Property, to the above-named Broker or Broker's authorized agent.

Signature of Client \_\_\_\_\_ Date \_\_\_\_\_  
City of Kingsville

Signature of Client \_\_\_\_\_ Date \_\_\_\_\_





TEXAS ASSOCIATION OF REALTORS®  
**INFORMATION ABOUT MINERAL CLAUSES IN CONTRACT FORMS**

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*This form contains general information about mineral estates in published contract forms.*

- 1. INTRODUCTION:** Historically, buyers and sellers of property near urban areas have not been concerned about the conveyance or retention of mineral interests. Mineral interests for such properties may have been severed in the past or the value of the mineral interests may have been relatively insignificant. There has historically been little risk that the owner of the mineral interests under property near urban areas could or would access the surface of the property to drill or excavate for minerals (perhaps, because the property was too small to support such activity or because such activity may have been heavily regulated by a city). In recent years, the discovery of large mineral deposits near urban areas and advances in drilling technologies have led to increased exploration and drilling activities in and near urban areas. In turn, buyers and sellers of property in urban and suburban areas have raised questions as to whether it is best to convey or retain all or part of the mineral interests in a particular sale.
- 2. WHO OWNS THE MINERALS?** Owners of property in or near urban areas typically are not aware of the precise extent of the mineral interests they may own. One may own all or only a portion of the mineral interests. Further, the mineral interests may have been leased. Determining who owns the mineral interests, whether the mineral interests have been leased, and who holds rights under any leases requires an expert (such as an oil and gas attorney) to review the chain of title and formulate an informed opinion.
- 3. CONTRACT FORMS:** The residential contract forms promulgated by the Texas Real Estate Commission and the commercial contract forms published by the Texas Association of REALTORS® provide that the seller will convey to the buyer all of the seller's rights associated with the property, including all mineral interests and any rights held under any mineral leases by the seller. If a seller wishes to reserve all or a part of the mineral interests and rights held by the seller in a residential transaction, the seller **must** use the Texas Real Estate Commission's Addendum for Reservation of Oil, Gas, And Other Minerals (TREC No. 44-2, TAR No. 1905). If the addendum is not attached to the sales contract, the seller conveys to the buyer all of the mineral interests and rights held by the seller at the time of the transaction. In a farm & ranch transaction, the seller may use the TREC promulgated form, but may also use any addendum prepared by an attorney or by either party.
- 4. RESOURCES:** One may find information related to mineral estates and mineral leases through many sources, including but not limited to: (a) the Real Estate Research Center ([www.recenter.tamu.edu](http://www.recenter.tamu.edu)); and (b) the Railroad Commission of Texas ([www.rrc.state.tx.us](http://www.rrc.state.tx.us)). There are many other useful sources that one can access via the Internet through most Internet search engines.

The undersigned acknowledge receipt of this notice.

\_\_\_\_\_ Date

\_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_



TEXAS ASSOCIATION OF REALTORS®

**INFORMATION ABOUT PROPERTY INSURANCE FOR A BUYER OR SELLER**

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**A. The availability and the affordability of property insurance may affect both the buyer and the seller.**

Typically a buyer will seek to insure the property. Most mortgage lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance at or before closing may delay the transaction or cause it to end, either of which can impose both inconvenience and cost to both the buyer and the seller.

**B. There are a number of factors that affect the availability and affordability of insurance.**

- (1) The level of coverage will significantly affect the cost of insurance. There are several levels of insurance coverage. For example:
  - (a) a policy may cover the replacement cost of the improvements and the replacement cost of many personal items in the property in the event of most casualties;
  - (b) a policy may cover only value of the improvements and exclude many casualties; or
  - (c) a policy may cover casualties and costs between the two noted extremes under (a) and (b).
- (2) Coverage levels and prices vary from company to company. There are many insurance companies conducting business in Texas who offer a variety of insurance products at various prices.
  - (a) One insurance company may refuse to insure a particular property or person while another insurance company may elect to do so.
  - (b) One insurance company may charge a significantly lower premium than another insurance company for the same or similar coverage.
  - (c) Generally, each insurance company has specific guidelines by which it prices its insurance policies. The following are examples of criteria that an insurance company may use in evaluating an application for insurance. The criteria vary from company to company.
    - (1) Past claims filed against the property to be insured in the 5 years preceding the application.
    - (2) Past claims filed by the applicant to be insured in the 5 years preceding the application.
    - (3) The applicant's insurance credit score.
    - (4) The past relationship between the insurance company and the applicant.
    - (5) The physical characteristics of the property such as condition, age, location, or construction materials.

**C. Most insurance companies participate in the Comprehensive Loss Underwriting Exchange (CLUE) and obtain a CLUE report to evaluate the claims history of the property and the applicant.**

- (1) Most insurance companies contribute information about claims to an insurance industry database known as CLUE (a registered trademark of Equifax, Inc.). An insurance company obtains a CLUE report when evaluating an application for insurance.
- (2) A CLUE report contains information about the claims history of the property and of the applicant for insurance.
  - (a) The CLUE report contains only data and does not inform the buyer or seller whether insurance is or is not available or at what cost.
  - (b) Insurance companies use the CLUE report in different ways.
  - (c) It is best to speak with an insurance agent with respect to how the information in a particular CLUE report affects the affordability and availability of insurance.

Information about Property Insurance for a Buyer or Seller

- (3) While CLUE reports are generally accurate, there may be errors in the reports.
  - (a) An event may be listed as a claim even though the insurance company did not pay any proceeds (for example, the cost of repair did not exceed the deductible or an inquiry may be incorrectly classified as a claim).
  - (b) Federal law permits a person to challenge inaccurate information. One may contact the administrator of the CLUE report (Lexis-Nexis) to correct information in a CLUE report.
- (4) A property owner may, for a fee, obtain the CLUE report on his or her property through companies such as Lexis-Nexis (<https://personalreports.lexisnexis.com>, 1-866-312-9076), A-Plus (800-709-8842) or other companies, most of whose services are accessible via the Internet. An owner may also contact the Equifax Insurance Consumer Center at 800-456-6004.

**D. Promptly after entering into a contract to buy a property in Texas, the buyer should take the following steps to avoid delays in closing and to avoid additional costs.**

**If the buyer has the option to terminate the contract, the buyer should make sure that the buyer and the insurance agent have completed the following steps before the option expires.**

- (1) Contact one or more insurance agents.
  - (a) The buyer should discuss the various levels of coverage with an insurance agent and ask questions that are necessary so the buyer understands the levels of available coverage.
  - (b) Insurance agents can provide applicants with written summaries of the various coverage levels.
  - (c) Basic summaries are available at the websites noted in Paragraph E.
- (2) **Submit an application** for insurance with the insurance agent of the buyer's choice.
  - (a) Applying for insurance promptly after entering into a contract to buy a property helps avoid surprises or delays in closing the transaction.
  - (b) Prompt application permits the buyer time to evaluate various coverage levels and prices.
  - (c) Delaying the application for insurance may limit opportunities to obtain the most suitable coverage and may limit opportunities to address any unforeseen problems or delays in obtaining coverage.
  - (d) In recent years, many transactions have been delayed or terminated because of problems associated with obtaining insurance.
- (3) Ask for written confirmation from the insurance agent that the insurance company:
  - (a) has received the application;
  - (b) has reviewed the applicant's CLUE report; and
  - (c) has conducted all necessary reviews to issue a policy at the particular price quoted (some insurance companies may ask for specific information or may wish to inspect the property).
- (4) Verify that the insurance coverage the buyer chooses is acceptable to the buyer's lender.

**E. If one is not able to obtain insurance at a reasonable price or more information is needed, contact the Texas Department of Insurance ([www.helpinsure.com](http://www.helpinsure.com) or [www.tdi.state.tx.us](http://www.tdi.state.tx.us)).**

Receipt acknowledged by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



TEXAS ASSOCIATION OF REALTORS®  
**INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS**

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CONCERNING THE PROPERTY AT

00 BU US HWY 77 10.98 acs  
Kingsville, TX 78363

**A. FLOOD AREAS:**

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area lies in a "V-Zone" or "A-Zone" as noted on flood insurance rate maps. Both V-Zone and A-Zone areas are areas with high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

**B. AVAILABILITY OF FLOOD INSURANCE:**

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

**C. GROUND FLOOR REQUIREMENTS:**

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
  - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
  - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
  - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

(TAR 1414) 01-01-14

Page 1 of 3

- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
- (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
  - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters;
  - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
  - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

**D. COMPLIANCE:**

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
  - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
  - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
  - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

Information about Special Flood Hazard Areas concerning \_\_\_\_\_

**E. ELEVATION CERTIFICATE:**

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

**You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.**

Receipt acknowledged by:

\_\_\_\_\_  
Signature  
City of Kingsville

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT**  
**(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)**

Date: \_\_\_\_\_

GF No. \_\_\_\_\_

Name of Affiant(s): City of Kingsville,

Address of Affiant: PO Box 1458, Kingsville, TX 78364

Description of Property: Lot Pt 9 & 10, Block 18, KT&I Co, Acres 10.98

County Kleberg, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of TX, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners."):

2. We are familiar with the property and the improvements located on the Property.

3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.

4. To the best of our actual knowledge and belief, since October 6, 2017 there have been no:

a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;

b. changes in the location of boundary fences or boundary walls;

c. construction projects on immediately adjoining property(ies) which encroach on the Property;

d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below:) \_\_\_\_\_

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

City of Kingsville

SWORN AND SUBSCRIBED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public

(TAR-1907) 02-01-2010



TEXAS ASSOCIATION OF REALTORS®

## NOTICE OF INFORMATION FROM OTHER SOURCES

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2008

To: \_\_\_\_\_

From: **COLDWELL BANKER HOMESTEAD PROPERTIES, INC** (Broker)

Property Address: **00 BU US HWY 77 10.98 acs, Kingsville, TX 78363**

Date: **October 26, 2017**

(1) Broker obtained the attached information, identified as **legal description, lot size, square footage, year built, estimated taxes, tax appraised value**

from **Kleberg CAD website.**

(2) Broker has relied on the attached information and does not know and has no reason to know that the information is false or inaccurate except: **None**

(3) **Broker does not warrant or guarantee the accuracy of the attached information. Do not rely on the attached information without verifying its accuracy.**

**COLDWELL BANKER HOMESTEAD PROPERTIES, INC**

Broker

By: \_\_\_\_\_

**Lynn Yaklin**

Receipt of this notice is acknowledged by:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

(TAR-2502) 7-16-08

Page 1 of 1



INFORMATION RE: THE SOUTH TEXAS COASTAL PLAINS REGION

CONCERNING THE PROPERTY LOCATED AT:

00 BU US HWY 77 10.98 ACS

Please be aware that you are considering a purchase or a lease of property that lies in the South Texas Coastal Plains region (including Kleberg, Kenedy, Brooks, Nueces, Jim Hogg Counties).

Regardless of whether the Seller/Owner has or has not disclosed:

- ❖ previous flooding onto the property
- ❖ improper drainage on the property
- ❖ flooding into the improvements
- ❖ nuisance flooding
- ❖ sheet flooding
- ❖ any other type of flooding or standing water

please understand that the Seller's Disclosure is not intended in any way to be a warranty or guarantee that the property will not or cannot flood at some time in the future.

Although the South Texas Coastal Plains experience long periods with no to very little rainfall, major rain events, as well as hurricanes and tropical storms, have the potential to bring heavy rainfall that can happen both over short and long periods of time. As a result of such rainfall, our entire region can experience standing water for varying lengths of time before evaporation and/or drainage occurs.

We hereby highly recommend that you consult with your insurance company, a surveyor, a flood determination company, or other qualified professionals to further determine the history or possibility of flooding on the property.

Seller's Agent has by has no actual knowledge of previous flooding or improper drainage on this property.

Buyer's Agent has has no actual knowledge of previous flooding or improper drainage on this property.

\_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

\_\_\_\_\_  
(Seller) (Date) (Buyer) (Date)

[Signature]  
(Agent/Broker) (Date) (Agent/Broker) (Date)

This form is neither mandated nor promulgated by the Texas Real Estate Commission or Texas Association of REALTORS

ACUIZ NOTICE TO BUYER or LESSEE

CONCERNING THE PROPERTY AT: — 00 Bu US HWY 77 10.98 ACS —

in Kleberg County Texas.

**BE AN INFORMED BUYER or Lessee**

Notice is hereby given to the Buyer(s) or Lessee(s) that this property may be located in the vicinity of Naval Air Station (NAS) Kingsville and may be impacted by noise, odors, flight safety hazards, frequency interference and other potential compatibility issues relating to installation operations. You are encouraged to drive and review the area around any property in which you are interested at various times and days.

Notice is also hereby given that subject property may lie within

- the "Controlled Compatible Land Use Area" as defined by Chapter 241 of the Texas Local Government Code, Section 241.003(7)
- and / or within an area defined by the 65 decibel (dB) day-night average sound level (Ldn) noise contour(s) as defined in NAS Kingsville's current Air Installations Compatible Use Zones (AICUZ) study, plus ¼ mile outside that area
- and / or within an area defined by the Accident Potential Zones (APZ) as defined in NAS Kingsville's current AICUZ study, plus ¼ mile outside that area
- and / or within Military Influence Area (MIA 2).

You are also given notice that as the AICUZ study is updated the zone boundaries may change. This property may also be subject to additional development regulations relative to the property's proximity to the installation.

Information on any property located within 6 miles of NAS Kingsville may be found at the following website: <http://kingsvillelegis.com/> or by visiting the City of Kingsville Planning Department.

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

## FAX RIDER

The purpose of this RIDER shall be to permit the use of a facsimile machine or other electronic means to negotiate and finalize a sales contract for the property commonly described as:

00 BU US HWY 77 10.90 ACS

to which the RIDER has been attached and made a part thereof, and any notices required by law to be used in conjunction with the contract. The parties agree to such use in the interest of expediency.

*Therefore, the undersigned parties agree as follows:*

For the purpose of negotiating and finalizing this contract, any SIGNED document, including this RIDER, transmitted by FAX machine or other electronic means shall be treated in all manner and respects as an ORIGINAL document.

The signature of any party shall be considered for these purposes an ORIGINAL document.

Any such transmitted document shall be considered to have the same binding effect as an ORIGINAL document.

At the request of either party, any document subject to this RIDER shall be re-executed by both parties in the ORIGINAL form.

Original signatures and initials on a complete FAX copy of the contract, if done in separate geographical locations by the respective parties, may be delivered to any title company used for escrow in this transaction, and once delivered, shall be deemed ORIGINALS on one and the same document, with the time of acceptance relating back to the time of communication by FAX of acceptance.

**In consideration for promises made and value received hereunder, the undersigned parties hereby agree that neither shall raise the use of a FAX machine or other electronic transmission as a defense to this contract and forever waive such defense.**

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

|               |             |
|---------------|-------------|
| <u>SELLER</u> | <u>DATE</u> |
|---------------|-------------|

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_



HOMESTEAD  
PROPERTIES, INC.

513 E. KING  
KINGSVHILL, TN 38363  
BUS. (361) 592-4343  
FAX (361) 592-2923  
E-MAIL [homestay@cbwbell.net](mailto:homestay@cbwbell.net)  
WEB SITE [www.coldwellbanker.com](http://www.coldwellbanker.com)

**ACKNOWLEDGMENT OF FRANCHISE RELATIONSHIP  
AND CORPORATE STATUS**

The undersigned hereby acknowledges and understands that this corporation is doing business as Coldwell Banker Homestead Properties, Inc., however the official name of this corporation is "Texas Homestead Properties, Inc." and our Charter number is 41595700.

Texas Homestead Properties, Inc. is an independently owned and operated Franchise of Coldwell Banker Real Estate Corporation, and as such is solely responsible for its business practices and the acts, errors and omissions of its agents and employees.

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**HOMESTEAD  
PROPERTIES, INC.**

## **WATER DISTRICT NOTICE**

515 E. King  
Kingsville, TX 78363  
Business (361) 592-4343  
Fax (361) 592-2980  
home2buy@swbell.net  
www.coldwellbanker.com

The real property, described below, that you are about to purchase is located in the South Texas Water Authority District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.08325 on each \$100.00 of assessed valuation. The total amount of bonds which has been approved by the voters and which have been or may, at this date, be issued is \$17,000,000.00 and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$17,000,000.00.

The district has the authority to adopt and impose a standby fee on property in the district that has water, sewer, sanitary or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the amount of the standby fee is \$0.00. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of a bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utilities facilities are owned or to be owned by the district.

The legal description of the property you are acquiring is as follows:

LOT PT 9,10; BLOCK 18; KTEI CO (78363)

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
DATE

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
DATE

# **REGULAR AGENDA**

# **AGENDA ITEM #3**

**RESOLUTION #2019-\_\_\_\_\_**

**A RESOLUTION DECOMMISSIONING CERTAIN REAL PROPERTY OWNED BY THE CITY AND DESIGNATED AS PARK LAND; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville desires to decommission certain real property that it owns and is designated as park land; and,

**WHEREAS**, the City went through the process of doing a Parks Master Plan, which was adopted via Ordinance #2017-16 on March 27, 2017 and amended via Ordinance #2017-46 on October 9, 2017; and,

**WHEREAS**, the Parks Master Plan identified Kenedy Park as a location that was not needed as a park property given the proximity of other neighborhood parks that have amenities in them to service the area; and,

**WHEREAS**, staff has learned of two “pocket parks” that are small areas of land in residential areas (corners of Richard at Lantana and Richard at Alice) abutting single family homes and the spaces are not feasible for use as a park space due to their size but were dedicated as such to the City in 1937; and,

**WHEREAS**, the City acquired and holds public park lands of such size and character as to make any use or development of the park lands impractical; and,

**WHEREAS**, the City desires to sell or otherwise dispose of such park lands; and,

**WHEREAS**, prior to the use or taking of park land for non-park purposes, Chapter 26 of the Texas Parks and Wildlife Code, requires the City Commission to hold a public hearing to determine that there is no feasible and prudent alternative to the use or taking of these park lands; and,

**WHEREAS**, reasonable measures will be taken to minimize harm to the park lands due to the proposed use and takings; and,

**WHEREAS**, the required notices have been published in the Corpus Christi Caller-Times on February 3, 2019, February 10, 2019, and February 17, 2019, and in the Kingsville Record and Bishop News on those same dates, and a public hearing was held on February 25, 2019, on the proposed use of the designated City park lands, as required by Chapter 26 of the Texas Parks and Wildlife Code.

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



**SECTION 1.** The City Commission of the City of Kingsville, upon holding a public hearing and carefully considering any and all clearly enunciated local preferences, finds that the following tracts of real property, which were previously designated as parks, have no feasible and prudent alternative use as park land:

1. Kenedy Park (1.4141 ac.)
2. Corner of Lantana and Richard Ave. (9,176.5 sq. ft.)
3. Corner of Alice and Richard Ave. (3,120.92 sq. ft.).

**SECTION 2.** The City Commission also finds that the proposed use or taking has included all reasonable planning efforts to minimize harm to land that may result from the use or taking.

**SECTION 3.** The City Manager shall take necessary action to sell or otherwise dispose of the parcels listed in Section 1 of this Resolution

**SECTION 4.** The City Commission authorizes and directs staff to add a ballot proposition to the 2019 special election for the sale of the parcels listed in Section 1.

**SECTION 5.** All resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

**SECTION 6.** This Resolution shall be and become effective on and after adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission on the  
\_\_\_\_ 25th day of \_\_\_\_\_ February \_\_\_\_\_, 2019.

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

**ATTEST:**

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

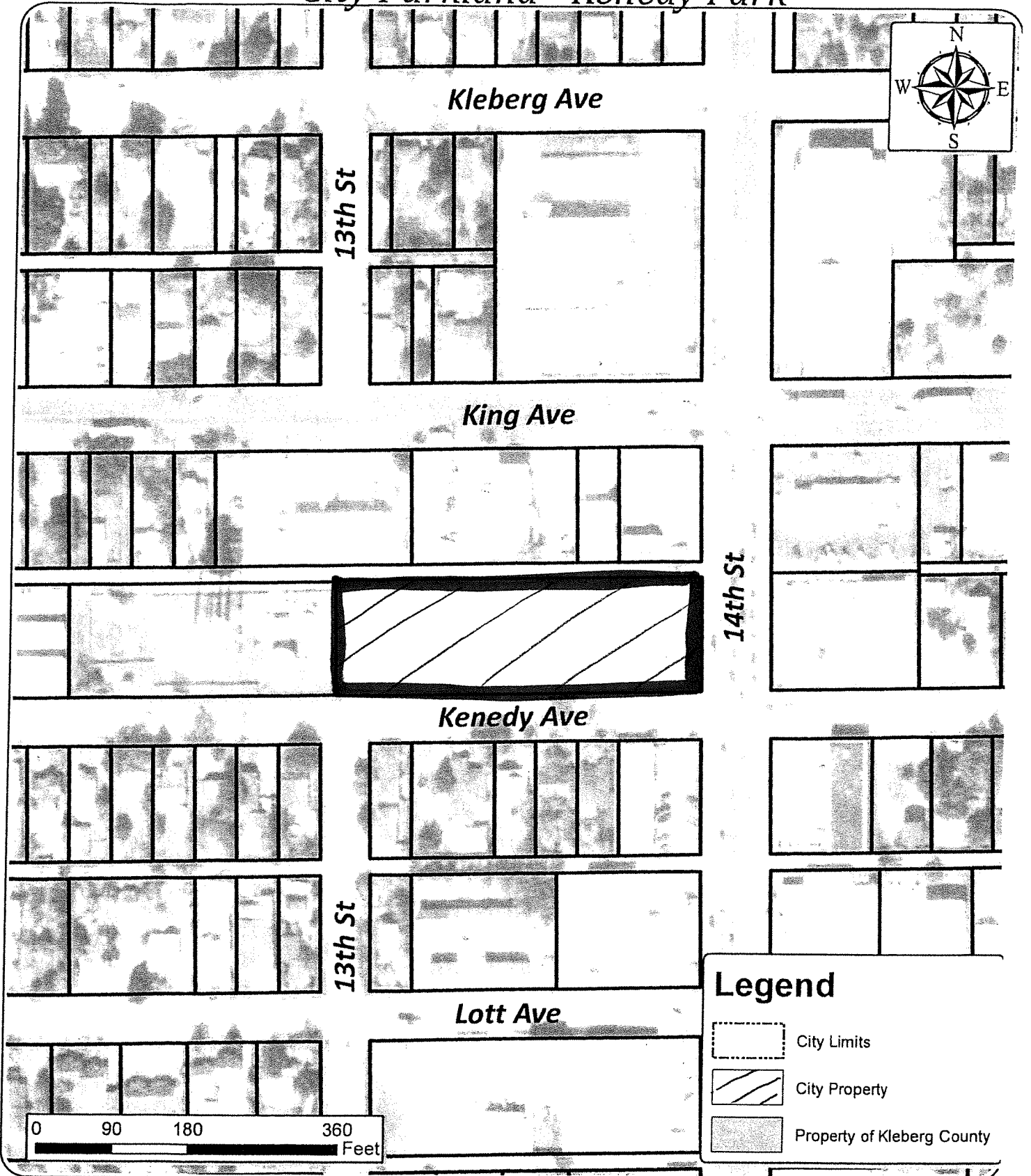
**APPROVED AS TO FORM:**

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

## **PARKS PROPOSED FOR DECOMMISSIONING**

1. Kenedy Park  
(1.4141 ac.), 900 E. Kenedy Block  
KCAD Property ID No.: 10399; Geo ID No.:10070041700192  
Date of Conveyance: November 10, 1944
2. Corner of Lantana and Richard Ave.  
(9,176.5 sq. ft.)  
KCAD Property ID No.: 36884; Geo ID No.:141400700000192  
Date of Conveyance: June 27,1939
3. Corner of Alice and Richard Ave.  
(3,120.92 sq. ft.)  
KCAD Property ID No.: 36886; Geo ID No.:141400000010192  
Date of Conveyance: June 27,1939

# City Parkland - Kenedy Park



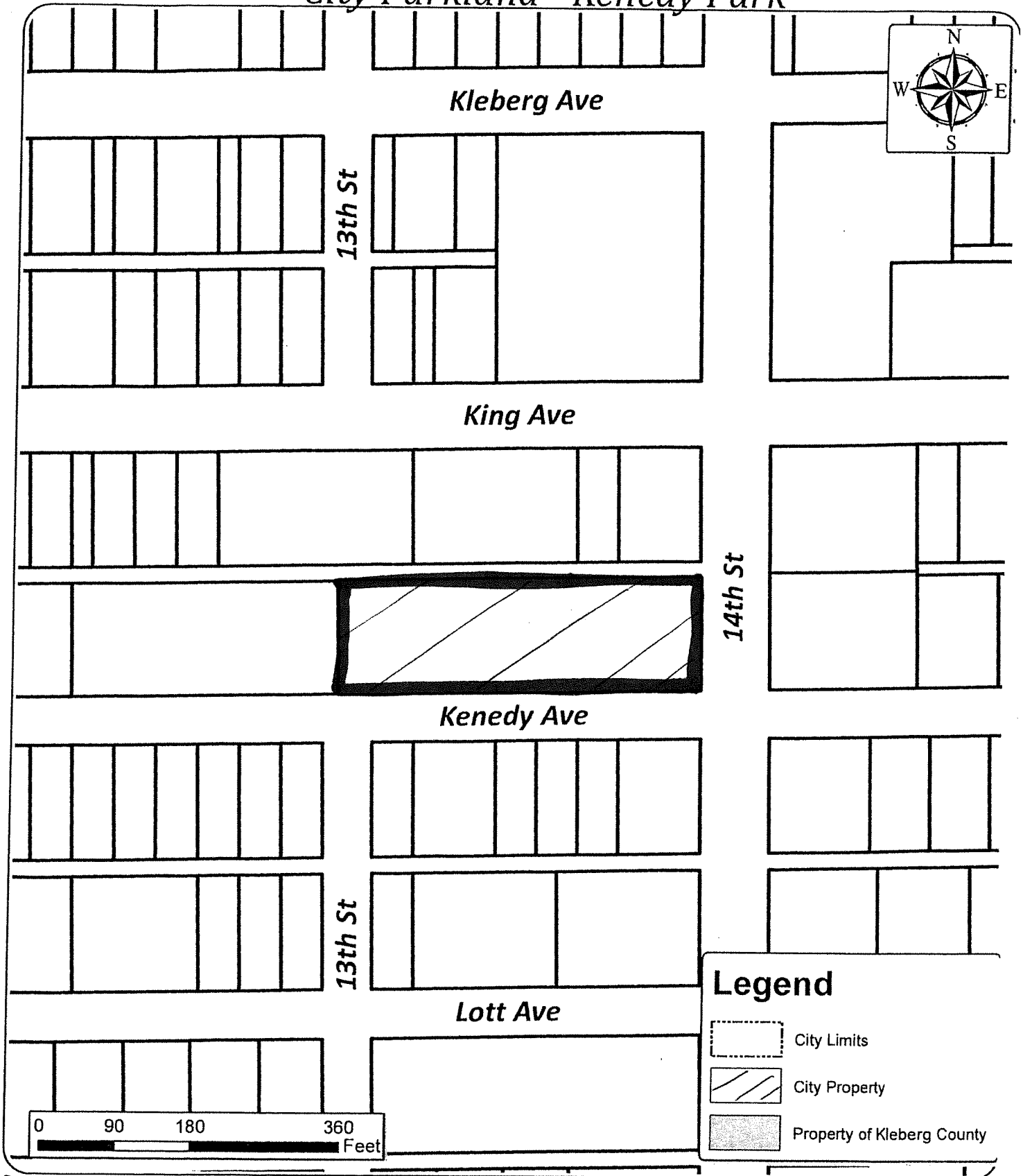
## Legend

- City Limits
- City Property
- Property of Kleberg County


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| Page<br>1 / 1 | Drawn By:<br>Engineering Department | <p>DISCLAIMER</p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p> | <p><b>CITY OF KINGSVILLE</b><br/> <b>ENGINEERING DEPARTMENT</b><br/> 400 W King Ave<br/> Kingsville, Texas 78363<br/> Office: 361-595-8007<br/> Fax: 361-595-8064</p> |
|               | Last Update: 1/28/2019              |                                                                                                                                                                                                                                                                                                |                                                                                                                                                                       |
|               | Note:                               |                                                                                                                                                                                                                                                                                                |                                                                                                                                                                       |

# City Parkland - Kenedy Park



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|             | Last Update: 1/28/2019              |                                                                                                                                                                                                                                                                                                          |                                                                                      |                                                                                                                                                      |
|             | Note:                               |                                                                                                                                                                                                                                                                                                          |                                                                                      |                                                                                                                                                      |
|             |                                     |                                                                                                                                                                                                                                                                                                          |                                                                                      |                                                                                                                                                      |

**Account**

Property ID: 10399 Legal Description: 5TH, BLOCK 4, LOT 17-32, &  
E 40' OF ABANDONED S  
13TH ST, (E X E M P T),  
(KENEDY PARK)

Geographic ID: 100700417000192 Agent Code:

Type: Real

Property Use Code:

Property Use Description:

**Location**

Address: 900 E KENEDY BLK Mapsco:

Neighborhood: Map ID: C1

Neighborhood CD:

**Owner**

Name: CITY OF KINGSVILLE Owner ID: 10346

Mailing Address: PO BOX 1458 % Ownership: 100.000000000000%

KINGSVILLE, TX 78364-1458

Exemptions: EX-XV

|                                       |   |          |                       |
|---------------------------------------|---|----------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0      |                       |
| (+) Improvement Non-Homesite Value:   | + | \$1,540  |                       |
| (+) Land Homesite Value:              | + | \$0      |                       |
| (+) Land Non-Homesite Value:          | + | \$77,600 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0      | \$0                   |
| (+) Timber Market Valuation:          | + | \$0      | \$0                   |
| <hr/>                                 |   |          |                       |
| (=) Market Value:                     | = | \$79,140 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0      |                       |
| <hr/>                                 |   |          |                       |
| (=) Appraised Value:                  | = | \$79,140 |                       |
| (-) HS Cap:                           | - | \$0      |                       |

(=) Assessed Value: = \$79,140

Improvement #1: COMMERCIAL State Code: F1 Living Area: sqft Value: \$1,540

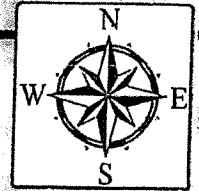
| Type    | Description                     | Class CD | Exterior Wall | Year Built | SQFT  |
|---------|---------------------------------|----------|---------------|------------|-------|
| CPL2    | CARPORT GABLE (LOW) (W/O FLOOR) | *        |               | 2001       | 352.0 |
| LATT PO | LATTICE PATIO                   | SP       |               | 2001       | 25.0  |
| LATT PO | LATTICE PATIO                   | SP       |               | 2001       | 70.0  |
| LATT PO | LATTICE PATIO                   | SP       |               | 2001       | 25.0  |

| # | Type | Description | Acres         | Sqft     | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|---------------|----------|-----------|-----------|--------------|-------------|
| 1 | F1   | F1          | 0.6428        | 28000.00 | 200.00    | 140.00    | \$56,000     | \$0         |
| 2 | F1   | F1          | 0.7713        | 33600.00 | 240.00    | 140.00    | \$21,600     | \$0         |
|   |      |             | <u>1.4141</u> |          |           |           |              |             |

| Year | Improvements | Land Market | Ag Valuation | Appraised | HS Cap | Assessed |
|------|--------------|-------------|--------------|-----------|--------|----------|
| 2019 | N/A          | N/A         | N/A          | N/A       | N/A    | N/A      |
| 2018 | \$1,540      | \$77,600    | 0            | 79,140    | \$0    | \$79,140 |
| 2017 | \$1,540      | \$77,600    | 0            | 79,140    | \$0    | \$79,140 |
| 2016 | \$0          | \$77,600    | 0            | 77,600    | \$0    | \$77,600 |
| 2015 | \$0          | \$77,600    | 0            | 77,600    | \$0    | \$77,600 |
| 2014 | \$0          | \$77,600    | 0            | 77,600    | \$0    | \$77,600 |
| 2013 | \$0          | \$77,600    | 0            | 77,600    | \$0    | \$77,600 |
| 2012 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2011 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2010 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2009 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2008 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2007 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2006 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |
| 2005 | \$0          | \$67,630    | 0            | 67,630    | \$0    | \$67,630 |

| # | Deed<br>Date | Type | Description | Grantor | Grantee               | Volume | Page | Deed<br>Number |
|---|--------------|------|-------------|---------|-----------------------|--------|------|----------------|
| 1 |              | OT   | Other       | UNKNOWN | CITY OF<br>KINGSVILLE |        |      |                |

# City Parkland - Corner of Lantana and Richard Ave




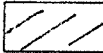
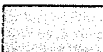
**University Blvd**

**Richard Ave**

**Alice Ave**

**Lantana Dr**

## Legend

-  City Limits
-  City Property
-  Property of Kleberg County

0 50 100 200 Feet

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Drawn By:  
Engineering Department

Last Update: 1/28/2019

Note:

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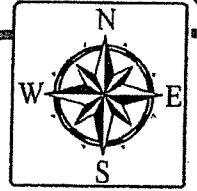


**CITY OF KINGSVILLE  
ENGINEERING DEPARTMENT**

400 W King Ave  
Kingsville, Texas 78363  
Office: 361-595-8007  
Fax: 361-595-8064



# City Parkland - Corner of Lantana and Richard Ave




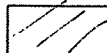

**University Blvd**

**Richard Ave**

**Alice Ave**

**Lantana Dr**

## Legend

-  City Limits
-  City Property
-  Property of Kleberg County

0 50 100 200 Feet

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Drawn By:  
Engineering Department

Last Update: 1/28/2019

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**CITY OF KINGSVILLE**  
**ENGINEERING DEPARTMENT**  
400 W King Ave  
Kingsville, Texas 78363  
Office: 361-595-8007  
Fax: 361-595-8064

**Account**

Property ID: 36884 Legal Description: LANTANA PARK 1, BLOCK 7, LOT PARK, (E X E M P T)  
 Geographic ID: 141400700000192 Agent Code:  
 Type: Real  
 Property Use Code:  
 Property Use Description:

**Location**

Address: W CORNER OF LANTANA & RICHARD TX Mapsco:  
 Neighborhood: Map ID: A2  
 Neighborhood CD:

**Owner**

Name: CITY OF KINGSVILLE Owner ID: 62906  
 Mailing Address: ETAL % Ownership: 100.000000000000%  
 PO BOX 1458  
 KINGSVILLE, TX 78364-1458  
 Exemptions: EX-XV

|                                       |   |         |                       |
|---------------------------------------|---|---------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0     |                       |
| (+) Improvement Non-Homesite Value:   | + | \$0     |                       |
| (+) Land Homesite Value:              | + | \$0     |                       |
| (+) Land Non-Homesite Value:          | + | \$2,600 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0     | \$0                   |
| (+) Timber Market Valuation:          | + | \$0     | \$0                   |
| <hr/>                                 |   |         |                       |
| (=) Market Value:                     | = | \$2,600 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0     |                       |
| <hr/>                                 |   |         |                       |
| (=) Appraised Value:                  | = | \$2,600 |                       |
| (-) HS Cap:                           | - | \$0     |                       |
| <hr/>                                 |   |         |                       |
| (=) Assessed Value:                   | = | \$2,600 |                       |

Land Improvements:

Improvements - will flow

No improvements exist for this property.

Land

| # | Type | Description | Acres  | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|------|-----------|-----------|--------------|-------------|
| 1 | C1   | C1          | 0.0000 | 0.00 | 0.00      | 0.00      | \$2,600      | \$0         |

| 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          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2017 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2016 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2015 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2014 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2013 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2012 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2011 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |
| 2010 | \$0          | \$2,600     | 0            | 2,600     | \$0    | \$2,600  |

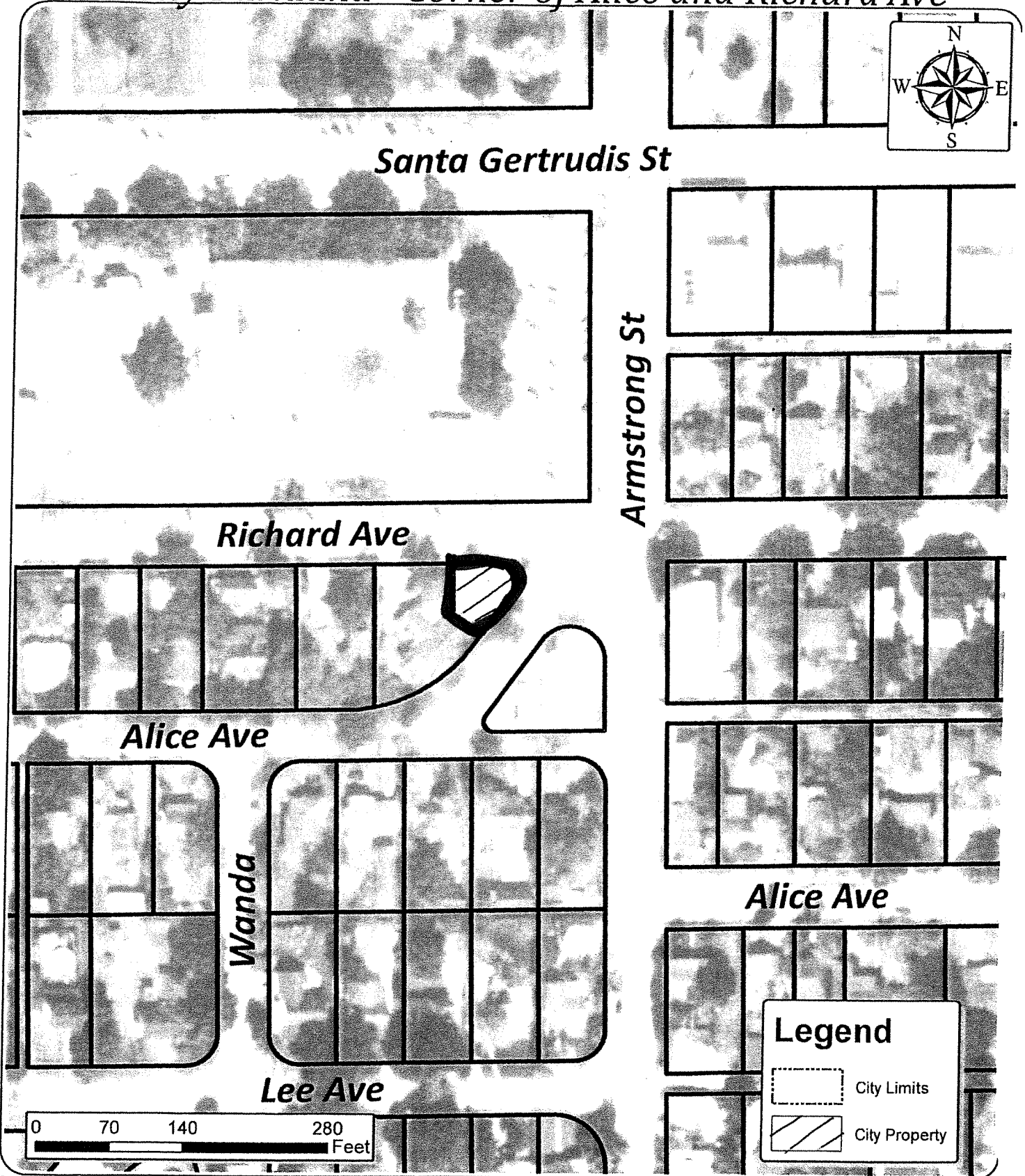
| # | Deed Date | Type   | Description                    | Grantor                  | Grantee                  | Volume | Page | Deed Number |
|---|-----------|--------|--------------------------------|--------------------------|--------------------------|--------|------|-------------|
| 1 | 1/1/2015  | ERROR  | OWNER CHANGE WAS DONE IN ERROR | PEACELIFE MINISTRIES INC | CITY OF KINGSVILLE       |        |      |             |
| 2 | 8/19/2003 | GFT WD | GIFT WD                        | CITY OF KINGSVILLE       | PEACELIFE MINISTRIES INC | 265    | 705  |             |
| 3 | 6/27/1939 | DEED   | DEED                           | CITY OF KINGSVILLE       | CITY OF KINGSVILLE       |        |      | 20156       |

Webster - Version 1.1.1.17

Webster - Version 1.1.1.17

Webster - Version 1.1.1.17

# City Parkland - Corner of Alice and Richard Ave



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|               |                        |
|---------------|------------------------|
| Page<br>1 / 1 | Drawn By:              |
|               | Engineering Department |
|               | Last Update: 1/28/2019 |
|               | Note:                  |

DISCLAIMER  
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OR ANY OTHER PURPOSE.



**CITY OF KINGSVILLE**  
**ENGINEERING DEPARTMENT**  
400 W King Ave  
Kingsville, Texas 78363  
Office: 361-595-8007  
Fax: 361-595-8064

# City Parkland - Corner of Alice and Richard Ave

**Santa Gertrudis St**

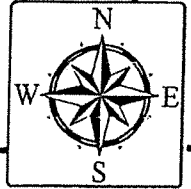
**Armstrong St**

**Richard Ave**


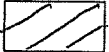
**Alice Ave**

**Wanda**

**Lee Ave**



## Legend

-  City Limits
-  City Property

0 70 140 280 Feet

Document Path: N:\GIS Techs\MAPS\MAP\_DOCUMENTS\Arc\_City\_Address\_Assign\_Map\_8.5x11.mxd

Drawn By:  
Engineering Department

Last Update: 1/28/2019

Note:

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**CITY OF KINGSVILLE  
ENGINEERING DEPARTMENT**

400 W King Ave  
Kingsville, Texas 78363  
Office: 361-595-8007  
Fax: 361-595-8064

**Account**

Property ID: 36886

Legal Description: LANTANA PARK 1,  
BLOCK 1, LOT PARK  
(NORTH SIDE),  
(EXEMPT)

Geographic ID: 141400000010192

Agent Code:

Type: Real

Property Use Code:

Property Use Description:

**Location**

Address: CORNER OF ALICE &amp; RICHARD TX Mapsco:

Neighborhood: Map ID: A2

Neighborhood CD:

**Owner**

Name: CITY OF KINGSVILLE

Owner ID: 62906

Mailing Address: ETAL  
PO BOX 1458  
KINGSVILLE, TX 78364-1458

% Ownership: 100.0000000000%

Exemptions: EX-XV

|                                       |   |         |                       |
|---------------------------------------|---|---------|-----------------------|
| (+) Improvement Homesite Value:       | + | \$0     |                       |
| (+) Improvement Non-Homesite Value:   | + | \$0     |                       |
| (+) Land Homesite Value:              | + | \$0     |                       |
| (+) Land Non-Homesite Value:          | + | \$1,300 | Ag / Timber Use Value |
| (+) Agricultural Market Valuation:    | + | \$0     | \$0                   |
| (+) Timber Market Valuation:          | + | \$0     | \$0                   |
| <hr/>                                 |   |         |                       |
| (=) Market Value:                     | = | \$1,300 |                       |
| (-) Ag or Timber Use Value Reduction: | - | \$0     |                       |
| <hr/>                                 |   |         |                       |
| (=) Appraised Value:                  | = | \$1,300 |                       |

(-) HS Cap: — \$0

(=) Assessed Value: = \$1,300

No improvements exist for this property.

| # | Type | Description | Acres  | Sqft | Eff Front | Eff Depth | Market Value | Prod. Value |
|---|------|-------------|--------|------|-----------|-----------|--------------|-------------|
| 1 | C1   | C1          | 0.0000 | 0.00 | 0.00      | 0.00      | \$1,300      | \$0         |

| 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          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2017 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2016 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2015 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2014 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2013 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2012 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2011 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |
| 2010 | \$0          | \$1,300     | 0            | 1,300     | \$0    | \$1,300  |

| # | Deed Date | Type | Description | Grantor            | Grantee            | Volume | Page | Deed Number |
|---|-----------|------|-------------|--------------------|--------------------|--------|------|-------------|
| 1 | 6/27/1939 | DEED | DEED        | CITY OF KINGSVILLE | CITY OF KINGSVILLE |        |      | 20156       |

## **AGENDA ITEM #4**



**City of Kingsville  
Planning Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Cynthia Martin, Downtown Manager

DATE: February 12, 2019

SUBJECT: Façade grant application for 401 E King Ave.

---

**Summary:**

Physicians Premier Real Estate Holdings- Kingsville has submitted a façade grant application for 401 E King Ave., Access Urgent Care Kingsville, requesting a grant amount of \$20,000 for signage, a new roof and landscaping. Façade grants are meant to be a 50-50 reimbursement match on a dollar for dollar basis generally not to exceed \$20,000 subject to availability of budgeted funds, unless otherwise approved by City Commission.

**Background:**

In 2013, City Commission created a façade grant program to achieve a certain public purpose, namely, the protection and preservation of the City's historic structures in a manner that promotes economic development.

In February 2017, Physicians Premier Real Estate Holdings-Kingsville purchased the mid-century modern building at 401 E King to open a new urgent care facility in Kingsville. Since that time they have completely remodeled the interior of the building as a state of the art healthcare facility at a great cost. The project is nearing an end and the applicant is requesting assistance with exterior expenses that qualify under the façade grant guidelines. The cost for this work is estimated at \$67,000 - \$37,000 for the roof, \$27,000 for signage and \$3,000 for landscaping.

The building at 401 E King Ave. is located in the Historic District, at the edge of the Main Street District, and is a good example of mid-century modern architecture. The architect carefully retained both interior and exterior features of the original building during its remodel resulting



**City of Kingsville  
Planning Department**

in a building little changed in appearance since its construction thus retaining its architectural integrity.

The applicant projects the total cost of the project interior and exterior to exceed \$1,000,000 when completed. Long term plans for the building include parking lot replacement/repairs.

**Financial Impact:**

The City's match for this grant award would be \$20,000 funded by Hotel Occupancy Tax funds.

**Recommendation:**

It is recommended that City Commission consider approval of a grant award up to \$20,000 for this project.



City of Kingsville,

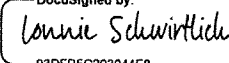
It is our pleasure and privilege to be a part of the healthcare community in Kingsville. The origins of the community are deeply rooted in region members acting to address the growing demands that growth brings. Whether it is a railroad, education or healthcare, a growing community requires more resources and these are best delivered by those with interest in the common good and the prepared to meet the coming challenges. Access Total Care is local to the Coastal Bend and understands the qualities that make Kingsville a Texas Icon and it is our pleasure to now be part of the community.

Our origins are rooted in providing for the broad healthcare demands of growing communities in South Texas. We are local and experience in the provision of clinical and emergency care. The Urgent Care model delivers care for non-emergent and helps identify patient with more emergent and potentially life-threatening medical needs. It helps decongest and relieve pressure on critical resources while providing for public health education and disaster planning. Access is intentionally dynamic and can adjust to Kingsville's needs in the future. As Kingsville grows and the community requests change, we will be there to deliver resources to match those request.

We are heavily invested in creating a state of the art facility and maintaining the integrity of the historical property and guidelines from the Kingsville Historic District. Our architect spent a lot of time curating the perfect interior which features many original accents of the building. We have some short and long term plans for the exterior of the building that include, a full signage package, a brand new roof, upgraded landscaping and parking lot replacement/repairs. We take a lot of pride in our services as well as our facilities.

Thank you for your consideration and thank you for allowing us to care for Kingsville.

Regards,

DocuSigned by:  
  
93DFB5C203041F8  
Access Total Care



February 13, 2019

401 E Kingsville Ave.  
Kingsville Texas 78363



**Attention: City of Kingsville**

The roof at 401 E Kingsville Ave. Kingsville Texas 78363 has been evaluated and inspected by Peach State Roofing – Houston Office. After inspection it has been determined that this roof has exceeded its life expectancy and needs immediate replacement.

If you should have any questions, please feel free to contact me. 281-635-3997

Sincerely,

Pete Linder

---

1655 –A Spectrum Drive • Lawrenceville, GA 30043 • TEL: 770.962.7885 • FAX 770.962.7809

---

DeBary, FL: 386.753.1388 Fax 386.753.1588 • Palmetto, FL: 941.721.4288 Fax 941.721.1788 • Pompano Beach, FL: 954.781.5011 Fax 954.783.3869  
Baltimore, MD: 410.737.3140 Fax 410.737.3143 • Manassas, VA: 703.530.1580 Fax 703.530.1583 • Raleigh, NC: 919.878.6134 Fax 919.878.6135  
Rock Hill, SC: 803.980.0444 Fax 803.980.0453 • Birmingham, AL: 205.663.4735 Fax 205.663.4056 • Cincinnati, OH: 859.485.9111 Fax 859.485.1280  
Nashville, TN: 931.540.8300 Fax 931.540.8378 • Pensacola, FL: 850.623.5156 Fax 850.623.5159 • Dallas, TX: 972.556.0163 Fax 972.444.0951  
Houston, TX: 281.646.8950 Fax 281.646.9959 • Los Angeles, CA: 714.685.9200 / Fax 714.685.9209

1 9 9 7 E D I T I O N

## AIA DOCUMENT A101-1997

### *Standard Form of Agreement Between Owner and Contractor*

*where the basis of payment is a STIPULATED SUM*

**AGREEMENT** made as of the 5th day of February  
in the year 2018  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner:  
*(Name, address and other information)*

Physician's Premier Real Estate Holdings, LLC-Kingsville  
4141 South Staples Street # 101  
Corpus Christi, Texas 78411

and the Contractor:  
*(Name, address and other information)*

Peach State Roofing, Inc.  
1655 Spectrum Dr.  
Lawrenceville GA 30043

The Project is:  
*(Name and location)*  
401 E Kingsville Avenue  
Kingsville, Texas

The Architect is:  
*(Name, address and other information)*

Architect refers to owner

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.



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AIA DOCUMENT A1014997  
OWN E R-CON TRACTOR  
AGREEMENT

The American Institute  
of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

## ARTICLE I THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

February 12, 2019

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 30 Days days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)*



(9) 1997 AIA @  
AIA DOCUMENT A101-1997  
OWNER-CONTRACTOR  
AGREEMENT

The American Institute  
of Architects  
1735 New York Avenue, N.W.  
Washington, D.C. 20006-5292

#### ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Thirty Six Thousand  
Nine Hundred and Seventy Seven Dollars (\$ 36,977.0 ),  
subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

N/A

4.3 Unit prices, if any, are as follows:

N/A

#### ARTICLES PAYMENTS

##### 5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 25 days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.



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5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of AIA Document A201-1997.

5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Clauses 5A.6.1 and 5A.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

N/A

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## 5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.



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Washington, D.C. 20006-5292



5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, and upon receipt by owner of faxed copy of conditional lien release from contractor, with original to be mailed upon receipt of final payment.

#### **ARTICLE 6 TERMINATION OR SUSPENSION**

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

#### **ARTICLE 7 MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

7.3 The Owner's representative is:

*(Name, address and other information)*

Ashlee Lee

Physician's Premier Real Estate Holdings, LLC-Kingsville  
4141 South Staples Street # 101, Corpus Christi, TX 78411

7.4 The Contractor's representative is:

*(Name, address and other information)*

Pete Linder

Peach State Roofing, Inc.  
1333 Price Plaza, Katy, TX 77449

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

N/A



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Washington, D.C. 20006-5292

## ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows: Exhibit A

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated \_\_\_\_\_, and are as follows:

| Document | Title | Pages |
|----------|-------|-------|
| N/A      |       |       |

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

| Section | Title | Pages |
|---------|-------|-------|
| N/A     |       |       |

8.1.5 The Drawings are as follows, and are dated \_\_\_\_\_ unless a different date is shown below:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

| Number | Title | Date |
|--------|-------|------|
| N/A    |       |      |



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Washington, D.C. 20006-5292

8.1.6 The Addenda, if any, are as follows:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

N/A

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contract & its bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

**OWNER**

**Peach State Roofing, Inc.**

DocuSigned by:

*Lonnie Schwirtlich*

OWNER (Signature)

CONTRACTOR (Signature)

**Lonnie Schwirtlich Co Owner**

**Dave Sweatt- Regional Manager - TX**

*(Printed name and title)*

*(Printed name and title)*

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Washington, D.C. 20006-5292

401 E King signage quote


Below is our breakdown of costs for the signage. Not included in this number is \$1,800.00 for the other side of the billboard half of which is already up but is part of the total package.

| Access Urgent Care |         |                                                                                             |                    |                     |                    |                                          |
|--------------------|---------|---------------------------------------------------------------------------------------------|--------------------|---------------------|--------------------|------------------------------------------|
| Quote              | Invoice | Description                                                                                 | Balance            | Down Payment        | Total Due          | COMMENTS                                 |
| 033304             | 286093  | Vinyl Billboard Cover<br>Location: 401 E. King St Kingsville, TX 7363                       | \$1,654.06         | \$827.03            | \$827.03           | Received signed quote: Need down Payment |
| 033276             | 286428  | Graphics: Logo and Business Hours<br>Location: 401 E. King St Kingsville, TX 78363          | \$259.80           | \$129.90            | \$129.90           | Need Signed quote; Need Down Payment     |
| 033308             | 286427  | Install Channel Letters (2 Small sets) Location: 401 E. King St Kingsville, TX 78363        | \$8,855.92         | \$4,427.96          | \$4,427.96         | Need Signed quote; Need Down Payment     |
| 034322             | TBD     | Install Channel Letters (Large set) Location: 401 E. King St Kingsville, TX 78363           | \$8,219.41         | \$4,109.71          | \$4,109.70         | Need Signed quote; Need Down Payment     |
| 033310             | 286425  | (2) Cabinet Illuminated Directional Signs<br>Location: 401 E. King St. Kingsville, TX 78363 | \$4,134.58         | \$2,067.29          | \$2,067.29         | Need Signed quote; Need Down Payment     |
| 034301             | N/A     | (2) Banners 36" x 108"<br>(1) Banner 48" x 144"                                             | N/A                | N/A                 | N/A                | No Cost                                  |
| 034343             | TBD     | Graphics Installed on Windows                                                               | \$1,688.70         | \$844.35            | \$844.35           | Need Signed quote; Need Down Payment     |
|                    |         |                                                                                             |                    |                     |                    |                                          |
|                    |         |                                                                                             | <b>Total</b>       | <b>Down Payment</b> | <b>Total Due</b>   |                                          |
|                    |         |                                                                                             | <b>\$24,812.47</b> | <b>\$12,406.24</b>  | <b>\$12,406.23</b> |                                          |

Ashlee H. Lee  
**Physicians PremiER**  
 4141 South Staples, Suite 101  
 Corpus Christi, TX 78411  
 P: 361-991-0912 ext-215  
 C: 210-488-8533  
[www.mdpremier.com](http://www.mdpremier.com)



**ACCESS**  
**URGENT CARE**



**ACCESS**  
**URGENT CARE**

A black and white photograph of a multi-story building, likely a school or institutional structure. The building has a central section with a series of windows and a large white rectangular area, possibly a sign or a large window. The building is surrounded by trees and a cloudy sky. The image is oriented horizontally on the page.

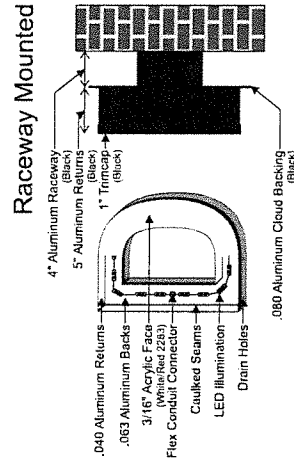
[illegible]

**+ ACCESS URGENT CARE**

- Fabricate (1) set internal illuminated channel letters.
- A) Letters will be illuminated with energy saving LEDs.
- B) LED color: Standard White
- C) All internal electrical components included.
- D) Letters will be constructed with .063 aluminum backs.
- E) .040 returns (Sides of letters). Color: Black
- F) Faces will be constructed using 3/16" Plexiglass.
- G) Plexiglass color: White/Red 2283
- H) Vinyl overlay: No
- I) Trimcap color: Black
- Letters will have a .080 aluminum backing painted black.

Installation

Channel letters will be individually mounted to an aluminum raceway. Raceway will be mounted to building.



## Existing



Proposed

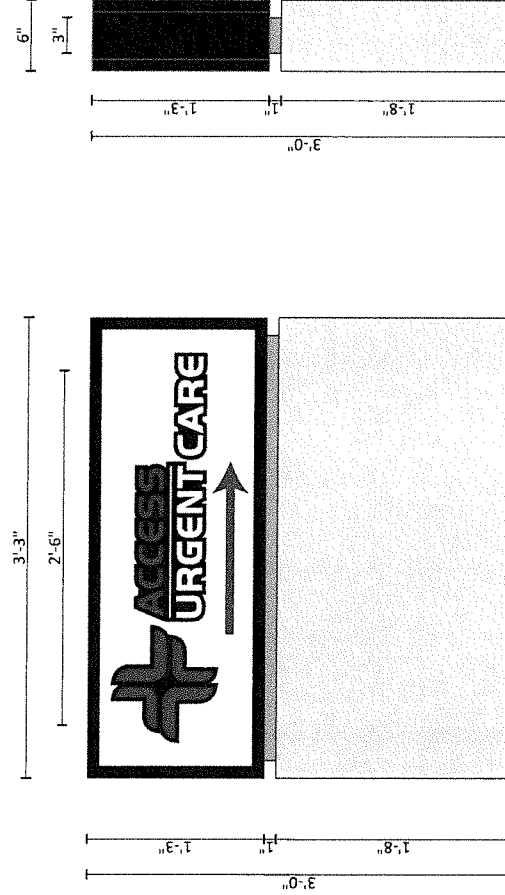
[illegible]

Fabricate two double sided internally illuminated sign cabinets.

- A) Cabinet size: 1'-3" x 3'-3"  
B) Depth: 6"  
C) Constructed with an internal aluminum frame and covered with an aluminum exterior.  
D) Cabinet will be illuminated with energy efficient LEDs.  
E) All internal electrical components included.  
F) Cabinet will be primed and painted. Color: Black  
G) Faces (flat lexan white with vinyl graphics).  
H) Steel mounting brackets included.  
I) Specification drawings will be provided.  
J) Placed on a 1'-8" base.

#### Installation

- A) Total height of sign: 3'  
B) Single pipe.  
C) Pipe sizes and foundation to be determined by engineer.  
D) Foundation and concrete included.  
E) Pipes will be primed and painted.  
F) Dirt removal and clean up included.  
G) Labor and material for cabinet's installation included.



**iconic**  
**SIGN GROUP LLC.**  
1908 S. P.L.D., Suite B  
Corpus Christi, Texas 78416  
Ph 361-683-7448 [www.iconicsg.com](http://www.iconicsg.com)

#### NOTES:

| No. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |
|     |      |             |
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|     |      |             |
|     |      |             |
|     |      |             |

CLIENT / ACCOUNT  
Access Urgent Care  
SITE ADDRESS:  
201 E. King St.  
Kingville, TX 78363  
(210) 488-4533

DRAWN BY  
**ES**

SALESMAN  
**DDL**

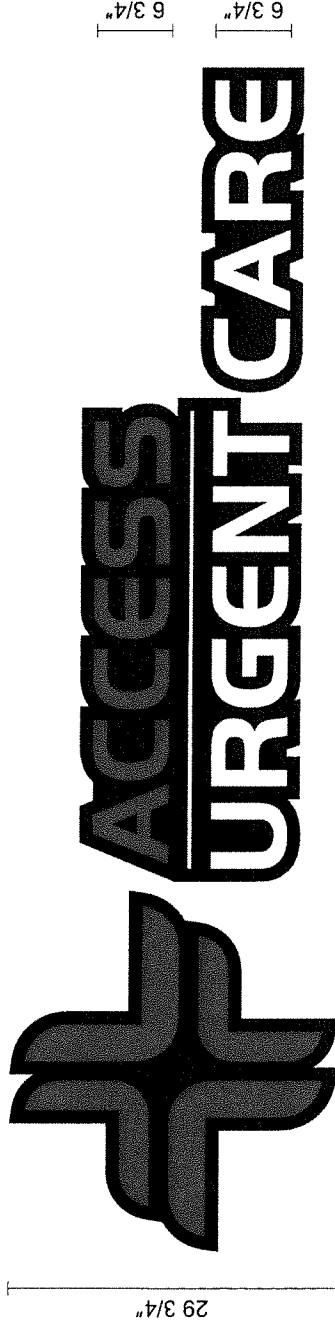
REVISION DATE  
—

QUOTE #  
**033310**

SHEET NO.  
**1 of 1**

WORK ORDER #  
**286425**

108"



Fabricate (2) sets internal illuminated channel letters.

Set 1:

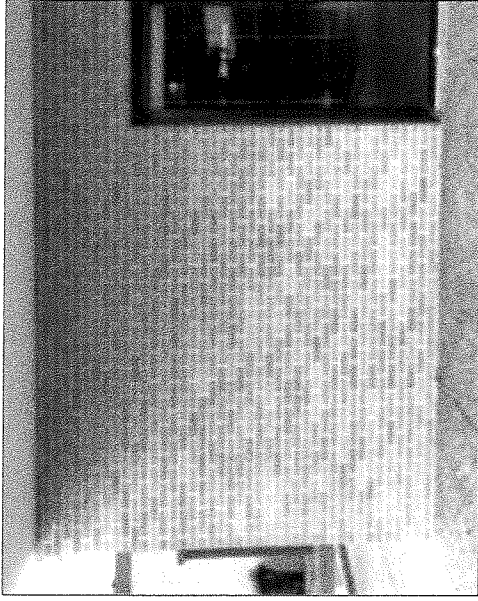
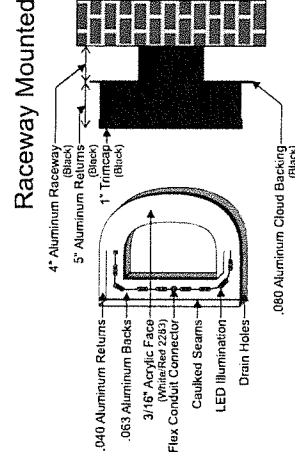
- A) Letters will be illuminated with energy saving LEDs.
- B) LED color: Standard White
- C) All internal electrical components included.
- D) Letters will be constructed with .063 aluminum backs.
- E) .040 returns (Sides of letters). Color: Black
- F) Faces will be constructed using 3/16" Plexiglass.
- G) Plexiglass color: White/Red 2283
- H) Vinyl overlay: No
- I) Trimcap color: Black

Letters will have a .080 aluminum backing painted black.

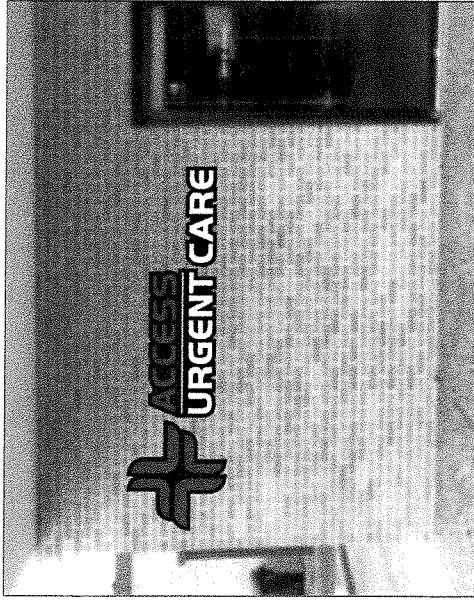
Installation

Channel letters will be individually mounted to an aluminum raceway.

Raceway will be mounted to building.



Existing



Proposed

|                                                                                                                                                                         |  |                                                                                       |  |                                                                                                                                    |  |                       |                        |                           |                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------|------------------------|---------------------------|-----------------------------------------------------------|
| <b>iconic</b><br><b>SIGNGROUP LLC.</b><br>1826 S.F.D., Suite B<br>Corpus Christi, Texas 78416<br>Ph 361-983-7448 <a href="http://www.iconicsg.com">www.iconicsg.com</a> |  | <b>NOTES:</b><br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____ |  | <b>CLIENT / ACCOUNT:</b><br>Access Urgent Care<br><b>SITE ADDRESS</b><br>401 E. King St.<br>Kingsville, TX 78393<br>(210) 484-8533 |  | <b>DRAWN BY</b><br>ES | <b>SALESMAN</b><br>DDL | <b>REVISION DATE</b><br>— | <b>QUOTE #</b><br>033308<br><b>WORK ORDER #</b><br>286427 |
|                                                                                                                                                                         |  |                                                                                       |  |                                                                                                                                    |  |                       |                        | <b>SHEET NO</b><br>1 of 2 |                                                           |



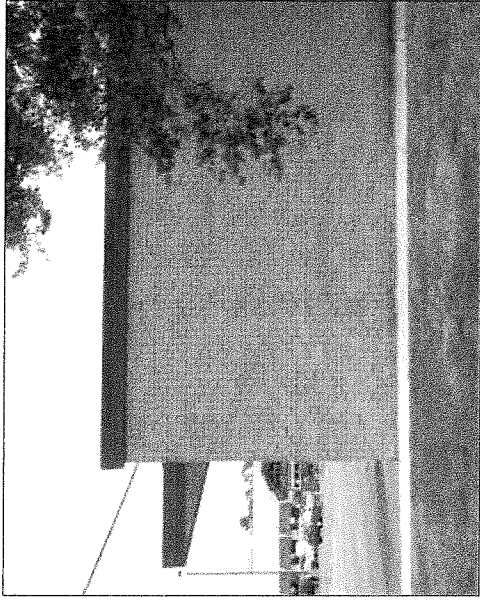
108"



6 3/4"

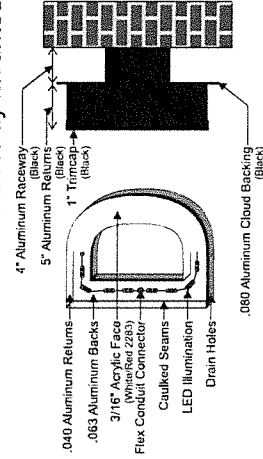
6 3/4"

Existing

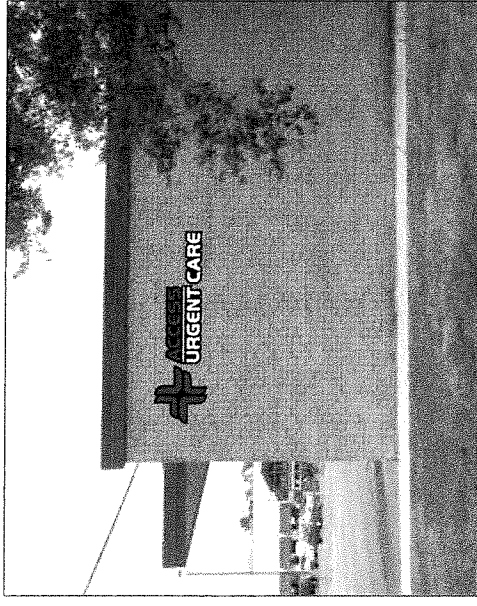


- Fabricate (2) sets internal illuminated channel letters.
- Set 2:
- A) Letters will be illuminated with energy saving LEDs.
  - B) LED color: Standard White
  - C) All internal electrical components included.
  - D) Letters will be constructed with .063 aluminum backs.
  - E) .040 returns (Sides of letters). Color: Black
  - F) Faces will be constructed using 3/16" Plexiglass.
  - G) Plexiglass color: White/Red 2283
  - H) Vinyl overlay: No
  - I) Trimcap color: Black
- Letters will have a .080 aluminum backing painted black.
- Installation
- Channel letters will be individually mounted to an aluminum raceway.
- Raceway will be mounted to building.

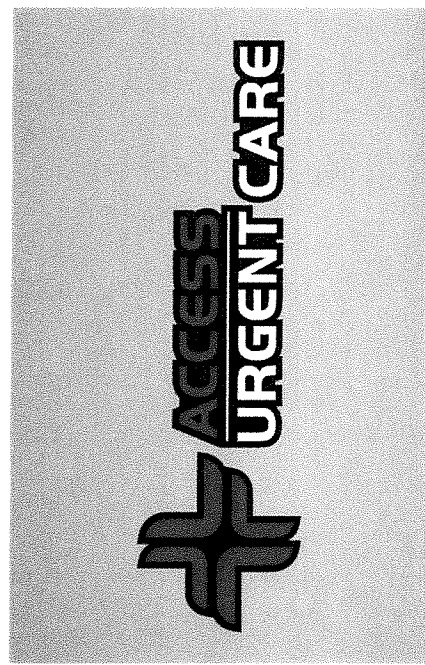
#### Raceway Mounted

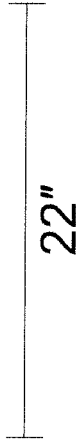


Proposed



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22"

A black and white photograph of a dark, rectangular wooden cabinet or display case with glass doors, set against a light-colored, textured wall. The interior is dark and contains some indistinct objects.

[illegible]

**iconic**  
**SIGNGROUP LLC.**  
1926 S.P.D., Suite B  
Corpus Christi, Texas 78416  
Ph 361-983-7448 [www.signsgroup.com](http://www.signsgroup.com)









**RESOLUTION #2019-\_\_\_\_\_**

**A RESOLUTION APPROVING AN APPLICATION AND AGREEMENT FOR THE HISTORIC DISTRICT FAÇADE GRANT PROGRAM FROM LONNIE SCHWIRTLICH ON BEHALF OF PHYSICIANS PREMIER REAL ESTATE HOLDINGS-KINGSVILLE FOR ACCESS URGENT CARE FOR PROPERTY LOCATED AT 401 E. KING AVENUE, KINGSVILLE, TEXAS.**

**WHEREAS**, the City Commission recognized a need exists for economic development, historic restoration & preservation, and tourism promotion in the historic district of the city and approved Historic District Façade Grant Program Guidelines in an effort to enhance meeting these objectives;

**WHEREAS**, the City has received an Application and an Agreement for a Historic District Façade Improvement Grant from Lonnie Schwirtlich on behalf of Physicians Premier Real Estate Holdings-Kingsville for roof replacement, signage, and landscaping of Access Urgent Care located at 401 East King Avenue, in the downtown area and in the historic district;

**WHEREAS**, the application has a projected amount for the roof replacement, signage, and landscaping of about \$67,000 and the applicant is requesting a grant amount of \$20,000, which would be the maximum reimbursable amount based on grant guidelines for the out-of-pocket expenses for work performed and paid for by the applicant, for renovation of the building's roof (replacement), signage, and landscaping;

**WHEREAS**, staff has reviewed the application and is recommending it for approval by the Commission as it appears to conform to the grant guidelines;

**WHEREAS**, the City believes external improvements to property in the city increase assessed values thereby expanding the tax base and stimulate historic preservation & renovation, which enhance tourism and increases economic activity; and

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

I.

**THAT** the Historic District Façade Grant Application and Agreement for Lonnie Schwirtlich on behalf of Physicians Premier Real Estate Holdings-Kingsville for Access Urgent Care located at 401 East King Avenue, Kingsville, Texas in the downtown area and in the historic district for roof replacement, signage, and landscaping be approved as per the attached and the City shall provide as a grant

reimbursement of an amount up to \$20,000.00 so long as all of the terms and conditions of the Historic District Façade Improvement Grant guidelines are met.

II.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25<sup>th</sup> day of February, 2019.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**APPLICATION**

Project Title: Access Urgent Care Kingsville Date Prepared: 2/5/2019

Owner: Physicians Premier Real Estate Holdings-Kingsville Phone #: (361) 991-0912

Email Address: alee@mdpremier.com Individual Corporation Nonprofit Other  
(Circle)

Address: 4141 South Staples, Suite 101, Corpus Christi, Texas 78411

Contact (if different): Ashlee Lee Phone #: 361-991-0912

Email Address: same as above Individual Corporation Nonprofit Other  
(Circle)

Address: \_\_\_\_\_

Project Location / Address: 401 East King Avenue

Legal Description: ORIG TOWN, BLOCK 55, LOT 1-7, (USDA SERVICE CENTER)

Parcel Number: \_\_\_\_\_ Zoning Commercial C2

National Register; Texas Landmark; Kingsville Historic Landmark; Contributing Property; Other  
(Circle)

Comment \_\_\_\_\_

Proposed Use: Urgent Care Clinic serving Kingsville Community

Scope of Work: Exterior scope of work is the following: Full replacement of existing roof, Signage package  
and Landscaping upgrades. Landscaping upgrades to include removal of weeds throughout parking  
lot, new mulch throughout property and new plants in beds.

Schedule: Completion date March 15th-March 30th

Contractor(s) Iconic Signs, Peach State Roofing,

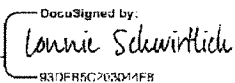
Violation history: none

Attach documents that support:

- Legal Description of property, proof of ownership, and other proof of eligibility for grant
- Plans for the façade grant eligible project
- Photographs
- Statements of costs, budget, pro forma and other descriptions of expenses
- Construction schedule
- Authorization for access by City staff and other officials
- Statement of proposed use and timetable for occupancy of property
- Proof of absence of delinquent taxes, fines, fees, liens, claims, etc.
- Additional information when requested

Project Amount \$ 70,000.00 For Exterior updates Total project is in excess of \$1,000,000.00

Requested grant amount \$20,000.00

Applicant signature  Lonnie Schwirtlich  
DocuSigned by:  
83D7F8C763D14F8

**Office Use:**

Date Received \_\_\_\_\_ Acknowledged by \_\_\_\_\_

Meeting Date(s) \_\_\_\_\_

Staff and/or Board and/or Commission actions \_\_\_\_\_

Notice Date(s) \_\_\_\_\_

Comment \_\_\_\_\_

**AGREEMENT**

I have read the guidelines and the application for the City of Kingsville Historic District Façade Improvement Grant Program and have met with City staff and I fully understand the terms and conditions that affect the eligibility and possible awards under that program.

I intend to use any grant awarded to me under that program for the project(s) described in the attached application which I believe meet the intended purposes and limitations of the subject program.

I understand that I, as owner of the property, must meet the standards enumerated, that the project must meet guidelines, that the grant must be approved at the sole discretion of the City of Kingsville, that awards are subject to availability of funds and are further subject to inspections by the Historic Preservation Officer and the City Building Official or their designees.

I understand that disbursements are generally made as reimbursements and are made subject to the rules contained in the program guidelines.

I further understand that certain projects may require deed restrictions and/or a grant of easement, as negotiated in advance.

Address/ Description of Property 401 E. King Avenue

Building Owner Name Physician's Premier Real Estate Holdings-Kingsville, LLC

Business Owner Address 4141 South Staples, Suite 101, Corpus Christi, Texas 78411

Signature(s)    
DocuSigned by:  
R3D7F85C703D44F8

Date 2/6/2019

For the City

Signature  Date

Statement of Expenses for Exterior Upgrades: 401 East King Avenue

|                      |             |                                                                     |
|----------------------|-------------|---------------------------------------------------------------------|
| Roof Replacement     | \$37,000.00 | this includes an additional \$1,650.00 not reflected on Bid pricing |
| Signage Package      | \$27,000.00 |                                                                     |
| Landscaping Upgrades | \$3,000.00  |                                                                     |
|                      | \$67,000.00 |                                                                     |

# **AGENDA ITEM #5**

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 2019 ELECTION SERVICES AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND THE KLEBERG COUNTY CLERK; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") has previously entered into an Election Services Agreement with the Kleberg County Clerk for the 2018 City General Election and found it to be useful but that agreement has expired; and

**WHEREAS**, the City will be holding a City Special Election in May of 2019 and would like to engage the election services of the Kleberg County Clerk and use of the voting equipment and poll pads; and

**WHEREAS**, state laws (Texas Government Code Chapter 791 and Local Government Code Chapter 271) allow governing bodies, like the City and County, to enter into agreements like this one to take advantage of contracts for services for the benefit of the entities; and

**WHEREAS**, the City has previously entered into a services agreement like this and found it to be useful; and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of the agreement attached hereto.

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into the 2019 Election Services Agreement between the City of Kingsville and Kleberg County Clerk in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the  
25th day of February, 2019.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**2019 Election Services Agreement  
Between  
City of Kingsville  
And  
Kleberg County Clerk**

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

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

I. ADMINISTRATION

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

II. LEGAL DOCUMENTS

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



### III. DIRECT RECORDING ELECTRONIC VOTING MACHINES

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

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

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

### IV. VOTING LOCATIONS

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

### V. ELECTION JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

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

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

### VI. RETURNS OF ELECTIONS

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

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

Manager: Stephanie G. Garza or Pattie Garcia  
Kleberg County Clerk/Staff Deputy

Tabulating Supervisor: Stephanie G. Garza or Pattie Garcia  
Kleberg County Clerk/Staff Deputy

Presiding Judge: Mary Valenzuela  
City of Kingsville Secretary

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

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

## VII. ELECTION EXPENSES

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

- a. KnowInk Poll Pad Non-Maintenance Cost: Any non-maintenance repairs are to be paid by the other jurisdiction(s) that damaged the Poll Pad.
- b. Pad Locks: Pad Locks and Keys will be provided to secure the ballot box in which the M100 sits on. Pad Locks and/or Keys lost are to be replaced by the jurisdiction(s) that misplaced them.

A final bill will be provided to the City of Kingsville as soon as all invoices are collected from ES&S and copies given to the Kleberg County Clerk or within thirty (30) days following election-day.

## VIII. PAYMENT OF FUNDS

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

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

Stephanie G. Garza  
County Clerk  
Kleberg County  
PO Box 1327  
Kingsville, Texas 78364

#### IX. CONTRACT WITHDRAWAL

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

#### X. NOTICE

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

If to the County:  
Stephanie G. Garza  
County Clerk  
Kleberg County  
PO Box 1327  
Kingsville, Texas 78364  
361.595.8548

If to the City of Kingsville:  
Mary Valenzuela  
City Secretary  
City of Kingsville  
400 West King Avenue  
Kingsville, TX 78363  
361.595.8002

---

Recommended for Approval by:  
Stephanie G. Garza  
Kleberg County Clerk

ACCEPTED AND AGREED TO BY CITY OF KINGSVILLE:  
APPROVED:

---

Jesús A. Garza, City Manager  
City of Kingsville

ATTEST:

---

Mary Valenzuela, City Secretary  
City of Kingsville

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

---

Stephanie G. Garza, Kleberg County Clerk

ATTEST:

---

Connie Martinez, Chief Deputy

## **AGENDA ITEM #6**

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT FOR ALL TAXING ENTITIES LOCATED WITHIN THE CITY OF KINGSVILLE; AUTHORIZING THE CITY MANAGER TO ACCEPT APPLICATIONS ON BEHALF OF THE CITY FOR PRESENTATION TO THE COMMISSION; STATING THE CITY ELECTS TO BE ELIGIBLE TO PARTICIPATE IN TAX ABATEMENTS; AND PROVIDING FOR EVALUATION OF EACH APPLICATION FOR CONFORMITY WITH SUCH GUIDELINES AND CRITERIA PRIOR TO SUBMISSION TO THE COMMISSION.**

**WHEREAS**, the City designated a reinvestment zone within the City of Kingsville via Ordinance No. 2019-06 on February 25, 2019, which is valid for five years, prior to this resolution being presented and desires to be eligible to participate in tax abatements within that zone; and

**WHEREAS**, the City desires to abate taxes on the increase in value of eligible property and other improvements to induce the investment of private resources in productive business enterprises located in the reinvestment zone.

**WHEREAS**, the City desires to approve certain guidelines and criteria for the granting of tax abatement as a local incentive to create a higher level of employment, economic activity and stability within the City of Kingsville.

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

**I.**

**THAT** the **GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT FOR ALL TAXING UNITS LOCATED WITHIN THE CITY OF KINGSVILLE** (the "Guidelines", attached as Exhibit A) are hereby approved for two years from the effective date of this resolution.

**II.**

**THAT** the Guidelines at the end of the two-year period may be readopted, modified, amended or rewritten as the conditions may warrant.

**III.**

**THAT** the Guidelines once adopted may be amended or repealed by a vote of three-fourths of the members of the City Commission during the two-year term for which they are effective.

**IV.**

**THAT** the City Manager is authorized to accept applications pursuant to such Guidelines for presentation to the City Commission for the consideration of Tax Abatement Agreements.

**V.**

**THAT** the City Manager shall evaluate each application for conformity with such Guidelines prior to submission to the City Commission.

**VI.**

**THAT** the City hereby states that it elects to be eligible to participate in tax abatements.

**VII.**

**THAT** the City hereby finds the improvements sought are feasible and would be of benefit to the zone after the expiration of any agreements.

**VIII.**

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25<sup>th</sup> day of February, 2019.

---

Sam R. Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney

**GUIDELINES AND CRITERIA  
GOVERNING TAX ABATEMENT FOR  
ALL TAXING UNITS LOCATED WITHIN  
THE CITY OF KINGSVILLE**

**SECTION 1. General Purpose:**

The TAXING UNITS located wholly within or partially within the City of Kingsville, Texas, are committed to the promotion of high quality development in all parts of the City of Kingsville, Texas; and to an ongoing improvement in the quality of life for the citizens residing within the TAXING UNITS. The TAXING UNITS recognize that these objectives are generally served by enhancement and expansion of the local economy. The TAXING UNITS will, on a case by case basis, give consideration to *providing* tax abatement, as authorized by V.T.C.A., Tax Code, Chapter 312, as stimulation for economic development within the TAXING UNITS. It is the policy of the TAXING UNITS that said consideration will be provided in accordance with the guidelines and criteria herein set forth and in conformity with the Tax Code.

Nothing contained herein shall imply, suggest or be understood to mean that the TAXING UNITS are under any obligation to provide tax abatement to any applicant and adoption of these GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT (these "Guidelines") shall not create any property, contract, or other legal right in any person to have the governing body of a TAXING UNIT consider or grant a specific application or request for tax abatement. With the above rights reserved all applications for tax abatement will be considered on a case by case basis.

**SECTION II. Definitions:**

As used within these guidelines and criteria, the following words or phrases shall have the following meaning:

1. Abatement of Taxes: To exempt from ad valorem taxation all or part of the value of certain real property, tangible personal property on the real property, the leasehold interest in tax-exempt real property, and improvements placed on land located in a reinvestment zone or enterprise zone established for economic development purposes as designated in the Tax Abatement Agreement for a period of time not to exceed ten (10) years.
2. TAXING UNIT: The City of Kingsville or any other governmental taxing unit located totally within or partially within the City of Kingsville.
3. Tax Abatement Agreement: (1) A contract between a property owner or lessee and a TAXING UNIT for the abatement of taxes on qualified property located within the reinvestment zone; or, (2) a contract for the abatement of taxes that complies with V.T.C.A. Tax Code, Chapter 312.



4. Base Year Value: The assessed value of property eligible for tax abatement as of January 1 preceding the execution of an Abatement Agreement as herein defined.
5. Distribution Center Facility: A building or structure including Tangible Personal Property used or to be used primarily to receive, store, service or distribute goods or materials.
6. Expansion of Existing Facilities or Structures: The addition of buildings, structures, machinery or equipment to a Facility after the execution of a Tax Abatement Agreement.
7. Existing Facility or Structure: A Facility as of the date of execution of the Tax Abatement Agreement, located in or on Real Property eligible for tax abatement.
8. Facility: The improvements made to Real Property eligible for tax abatement and including the building or structure erected on such Real Property and/or any Tangible Personal Property to be located in or on such property.
9. Improvements to Real Property or Improvements: Shall mean the construction, additions to, structural upgrading of, replacement of, or completion of any Facility located upon, or to be located upon Real Property, as herein defined, or any Tangible Personal Property placed in or on said Real Property.
10. Leasehold Interest: A leasehold interest in tax-exempt real property as set out in V.T.C.A., Tax Code, Section 312.204.
11. Manufacturing Facility: A Facility which is or will be used for the primary purpose of the production of goods or materials or the processing or change of goods or materials to a finished product.
12. Modernization of Existing Facilities: The replacement or upgrading of existing facilities.
13. New Facility: The construction of a Facility on previously undeveloped real property eligible for tax abatement.
14. Other Basic Industry: A Facility other than a distribution center Facility, a research Facility, a regional service Facility or a manufacturing Facility which produces goods or services or which creates new or expanded job opportunities and services a market either within or outside of the City of Kingsville, Texas.
15. Owner: The record title owner of Real Property or the legal owner of Tangible Personal Property. In the case of land leased from a Taxing Unit the lessee shall be deemed the owner of such leased property together with all Improvements and Tangible Personal Property located therein.

16. Productive Life: The number of years a Facility is expected to be in service.
17. Real Property: Land on which Improvements are to be made or fixtures placed.
18. Regional Services Facility: A Facility, the primary purpose of which is to service or repair goods or materials and which creates job opportunities within the TAXING UNIT.
19. Reinvestment Zone: Real Property designated as a Reinvestment Zone under the provisions of V.T.C.A., Tax Code, Section 312.201 et. seq.
20. Research Facility: A Facility used or to be used primarily for research or experimentation to improve or develop new goods and/or services or to improve or develop the production process for such goods and/or services.
21. Tangible Personal Property: Any Personal Property, not otherwise defined herein and which is necessary for the proper operation of any type of Facility.

**SECTION III. Intent of Criteria and Guidelines:** The intent of the criteria and guidelines, as herein set forth, is to establish the minimum standards which an applicant for tax abatement must meet in order to be considered for such status by the TAXING UNIT.

**SECTION IV: Criteria and Guidelines for Tax Abatement:**

1. Any type of Facility will be eligible for tax abatement consideration provided such Facility meets the following guidelines and criteria:
2. Creation of new value: Abatement may only be granted for the additional value resulting from any of the following:
  - (a) modernization of a Facility of any type;
  - (b) construction of a New Facility of any type;
  - (c) expansion of a Facility of any type.
3. New or existing facilities, of any type herein defined, located in a enterprise zone, reinvestment zone or upon Real Property eligible for such status will be eligible for consideration for tax abatement status provided all other criteria or guidelines are satisfied.
4. Improvements to Real Property are eligible for tax abatement status.
5. The following types of property shall be ineligible for tax abatement status and shall be fully taxed:
  - (a) inventories or supplies;

- (b) tools;
- (c) furnishings and other forms of movable personal property;
- (d) vehicles;
- (e) aircraft;
- (f) boats;
- (g) property owned by the State of Texas or any State agency.

6. In order for a Facility to qualify for abatement, one of the following conditions must apply:

(a) The Real Property and eligible Improvements and Tangible Personal Property must be owned by the same person, corporation, partnership or other business entity; or,

(b) In the case of Real Property leased from a TAXING UNIT the leasehold interest in tax-exempt property as set forth in V.T.C.A., Tax Code, Section 312.204 and all improvements placed thereon together with all Tangible Personal Property used in conjunction with said improvements must be owned by the same person, corporation, partnership or other business entity and said owner must have a lease commitment of at least 7 years.

7. In reinvestment zones, the amount and term of abatement shall be determined on a case by case basis, however, in no event shall taxes be abated for a term in excess of ten (10) years. The amount of the taxable value of Improvements to be abated and the term of the abatement shall be determined by the City of Kingsville in all cases except that a reinvestment zone that is a state enterprise zone is designated for the same period as a state enterprise zone as provided by Chapter 2303, Government Code. The authority of all other TAXING UNITS shall be as set forth in V.T.C.A., Tax Code, Section 312.206.

In enterprise zones, the governing body of each TAXING UNIT may execute a written agreement with the owner of the property. The agreement may, but is not required to, contain terms that are identical to those contained in the agreement with the City of Kingsville and the only terms of the agreement that may vary are the portion of the property that is to be exempt from taxation under the agreement and the duration of the agreement.

8. No property shall be eligible for tax abatement unless such property meets the requirements of V.T.C.A. Tax Code, Section 312.202 and 312.204.

9. The economic qualification for tax abatement shall be as follows:

(a) New Facility:

1. The creation of a New Facility, which has not previously existed within the TAXING UNIT, and will be a totally new business operation; and,

2. The improvements and Tangible Personal Property to be erected or affixed in or on the Real Property for which tax abatement is sought must be at a minimum value of one hundred thousand dollars and the New Facility must create and retain new jobs during the entire term established in the Tax Abatement Agreement executed by applicant and the TAXING UNIT.

(b) Expansion of existing Facility:

1. The structural addition to a Facility in the amount of at least \$100,000 and the creation and retention of at least 5 new jobs at said Facility during the entire term established in the Tax Abatement Agreement executed by applicant and the TAXING UNIT.

(c) Modernization of existing Facility.

1. The replacement and upgrading of an existing Facility and the value of such improvements will be at a minimum value of one hundred thousand dollars. In addition, such replacement and upgrading must create and retain at least 5 new jobs during the entire term established in the Tax Abatement Agreement executed by the applicant and the TAXING UNIT.

10. Notwithstanding any of the requirements set forth in Section 9 the governing body of a Taxing Unit upon the affirmative vote of three-fourths of its members may vary any of the above requirements when variation is demonstrated by the applicant for Tax Abatement to be in the best interest of the TAXING UNIT and that it will enhance the economic development of the TAXING UNIT. By way of example, and not by limitation, the governing body of a Taxing Unit may consider the following or similar terms in determining whether a variance shall be granted:

(a) That the increase in productivity of the Facility will be substantial and hence directly benefit the economy.

(b) That the increase of goods or services produced by the Facility will be substantial and hence directly benefit the economy.

(c) That the employment maintained at the Facility will be increased.

(d) That the waiver of the requirement will contribute and provide for the retention of existing jobs within the TAXING UNIT.

(e) That the applicant for tax abatement has demonstrated that if tax abatement is granted to his Facility even though his Facility will not employ additional personnel that nevertheless due to the existence of said Facility a substantial number of new jobs will be created as a direct result of his Facility in other facilities located with the TAXING UNIT.

(f) Any other evidence tending to show a direct and substantial economic benefit to the TAXING UNIT.

#### 11. Taxability:

(a) The portion of the value of improvements to be abated shall be abated in accordance with the terms and provisions of a Tax Abatement Agreement executed between the TAXING UNIT and the owner of the taxable Real Property, leasehold interests or improvements on tax exempt real property, and/or Tangible Personal Property. The agreement shall at least meet the minimum standards of the provisions of V.T.C.A., Tax Code, Section 312 .205.

(b) All ineligible property, otherwise taxable, shall be fully taxed.

(c) The governing body of each TAXING UNIT shall have total discretion as to whether tax abatement is to be granted. Such discretion, as herein retained, shall be exercised on a case by case basis. The adoption of these guidelines and criteria by the governing body of a Taxing Unit does not:

1. Limit the discretion of the governing body to decide whether to enter into a specific tax abatement agreement;
2. Limit the discretion of the governing body to delegate to its employees the authority to determine whether or not the governing body should consider a particular application or request for tax abatement; or,
3. Create any property, contract, or other legal right in any person to have the governing body consider or grant a specific application or request for tax abatement.

(d) The burden to demonstrate that an application for tax abatement should be granted shall be upon the applicant. Each TAXING UNIT to which the application has been directed shall have full authority to request any additional information from the applicant that the governing body of such TAXING UNIT deems necessary to assist it in considering such application.

12. Tax abatements will be considered in accordance with the attached Ad Valorem Tax Abatement Schedule.

#### **SECTION V. Criteria and Guidelines for Creation of Reinvestment Zone:**

1. No property shall be eligible for tax abatement unless such property is located in a reinvestment zone meeting the requirements of V.T.C.A., Tax Code, Section 312.202. To be designated as a reinvestment zone an area must:

(a) Substantially arrest or impair the sound growth of the municipality creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:

1. a substantial number of substandard, slum, deteriorated, or deteriorating structures;
2. the predominance of defective or inadequate sidewalks or streets;
3. faulty size, adequacy, accessibility or usefulness of lots;
4. unsanitary or unsafe conditions;
5. the deterioration of site or other improvements;
6. tax or special assessment delinquency exceeding the fair value of the land;
7. defective or unusual conditions of title;
8. conditions that endanger life or property by fire or other cause; or,
9. any combination of these factors;

(b) Be predominately open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality;

(c) Be in a federally assisted new community located in a home-rule municipality or in an area immediately adjacent to a federally assisted new community located in a home-rule municipality;

(d) Be located entirely in an area that meets the requirements for federal assistance under Section 119 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5318);

(e) Encompass signs, billboards, or other outdoor advertising structures designated by the governing body of the municipality for relocation, reconstruction, or removal for the purpose of enhancing the physical environment of the municipality, which the legislature declares to be a public purpose; or,

(f) Be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality.

2. For purposes of this Section, a federally assisted new community is a federally assisted area:

(a) That has received or will receive assistance in the form of loan guarantees under Title X of the National Housing Act (12 U.S.C. Section 1749aa et seq.); and,

(b) A portion of which has received grants under Section 107(a)(1) of the Housing and Community Development Act of 1974, as amended, made pursuant to the authority created by that section for grants in behalf of new communities assisted under Title VII of the Housing and Urban Development Act of 1970 or Title IV of the Housing and Urban Development Act of 1968 or in behalf of new community projects assisted under Title X of the National Housing Act, as amended.

3. The governing body of a municipality, as required by Section 312.201, V.T.C.A., Tax Code, shall hold a public hearing on the designation of an area within its jurisdiction as a reinvestment zone. The burden shall be on the owner of the property sought to be included in the zone or applicant for the creation of the reinvestment zone to establish the following:

(a) That the requirements of Subsection 1 of this Section have been met.

(b) That the improvements sought are feasible and practical.

(c) That the improvements sought would be a benefit to the land to be included in the zone.

(d) That the improvements sought would be a benefit to the City of Kingsville after the expiration of a Tax Abatement agreement.

4. No later than the seventh day before the date set for the above public hearing notice of such hearing shall be:

(a) Published in a newspaper having general circulation in the TAXING UNIT.

(b) Delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone.

(c) The costs of these notices shall be at the applicant's expense.

5. At the public hearing described in Subsection 3 above, any interested person is entitled to speak and present evidence for or against the designation of such reinvestment zone.

6. At the conclusion of the hearing described in Subparagraph 3 above, the governing body shall enter its findings as follows:

(a) That the applicant or owner has or has not met his burden as hereinabove set forth, and,

(b) That the improvements sought are or are not feasible and practical.

(c) That the proposed improvements sought will or will not be a benefit to the land to be included in the reinvestment zone and to the TAXING UNIT after the expiration of an agreement entered into under the V.T.C.A., Tax Code, Section 312.204 or Section 312.211.

7. An application for the creation of a reinvestment zone shall not be granted unless the TAXING UNIT considering such application enters affirmative findings to Subparagraphs a, b, and c of Subsection 6 above set forth.

8. At the conclusion of the public hearing herein required and upon the affirmative finding of the governing body as required by Subsection 7 above and after a determination that all other legal prerequisites have been met, the governing body may designate a reinvestment zone in accordance with the provisions of V.T.C.A., Tax Code, Section 312.201.

9. The designation of a reinvestment zone expires five years after the date of the designation and may be renewed for periods not to exceed five years, except that a reinvestment zone that is a state enterprise zone is designated for the same period as a state enterprise zone as provided by Chapter 2303, Government Code. The expiration of the designation does not affect an existing tax abatement agreement made in accordance with Chapter 312, Subchapter B, Texas Tax Code.

10. Designation of an area as an enterprise zone under the Texas Enterprise Zone Act, Chapter 2303, Subchapter C, Texas Government Code, constitutes designation of the area as a reinvestment zone under Subchapter B of the Property Redevelopment and Tax Abatement Act without further hearing or other procedural requirements other than those provided by the Texas Enterprise Zone Act, Chapter 2303, Subchapter C, Texas Government Code.

#### **SECTION VI. Tax Abatement Agreement:**

1. After the creation of a reinvestment zone as hereinabove authorized a Tax Abatement Agreement may be executed between the owner and any TAXING UNIT. A Tax Abatement Agreement shall:

(a) Establish and set forth the Base Year assessed value of the property for which tax abatement is sought.



(b) Provide that the taxes paid on the Base Year assessed value shall not be abated as a result of the execution of said Tax Abatement Agreement.

(c) Provide that ineligible property as described in Section IV, Subsection 5, hereinabove shall be fully taxed.

(d) Provide for the exemption of Improvements in each year covered by the agreement only to the extent the value of such Improvements for each such year exceed the value for the year in which the agreement is executed.

(e) Fully describe and list the kind, number and location of all of the proposed improvements to be made in or on the Real Property.

(f) Set forth the estimated value of all improvements to be made in or on the Real Property.

(g) Clearly provide that tax abatements shall be granted only to the extent:

1. The improvements to Real Property increase the value of the Real Property for the year in which the Tax Abatement Agreement is executed; and,
2. That the Tangible Personal Property Improvements to Real Property were not located on the Real Property prior to the period covered by the Tax Abatement Agreement.

(h) Provide for the portion of the value of the Improvements to Real Property or Improvements to be abated. This determination is to be made consistent with the provisions of Section IV, Subsection 5, of these guidelines and criteria as hereinabove set forth.

(i) Provide for the commencement date and the termination date. In no event shall said date exceed a period of ten years.

(j) Describe the type and proposed use of the Improvements to Real Property or Improvements including:

- (1) Whether the Improvements are for a New Facility, modernization of a Facility, or expansion of a Facility.
- (2) The nature of the construction, proposed time table of completion, a map or drawings of the Improvements above mentioned.
- (3) The amount of investment and the commitment for the creation of new jobs.
- (4) A list containing the kind, number and location of all proposed Improvements.
- (5) Any other information required by the TAXING UNIT.

- (k) Provide a legal description of the Real Property upon which Improvements are to be made.
  - (l) Provide access to and authorize inspection of the Real Property or Improvements by employees of the TAXING UNIT, which has executed a Tax Abatement Agreement with owner to ensure Improvements or repairs are made according to the specifications and conditions of the Tax Abatement Agreement.
  - (m) Provide for the limitation of the uses of the Real Property or Improvements consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect.
  - (n) Provide for contractual obligations in the event of default by owner, violation of the terms or conditions by owner, recapturing property tax revenue last as a result of the tax abatement agreement in the event owner defaults or otherwise fails to make Improvements as provided in said Tax Abatement Agreement, and any other provision as may be required or authorized by State Law.
  - (o) Contain each term agreed to by the owner of the property.
  - (p) Require the owner of the property to certify annually to the governing body of each TAXING UNIT that the owner is in compliance with each applicable term of the agreement.
  - (q) Provide that the governing body of the City of Kingsville may cancel or modify the agreement if the property owner fails to comply with the agreement.
  - (r) Provide for any other provisions the Taxing Unit opts to include as allowed by law.
2. Not later than the seventh day before City of Kingsville enters into an agreement for tax abatement under V.T.C.A., Tax Code, Chapter 312 the governing body of the City of Kingsville or a designated officer or employee thereof shall deliver to the presiding officer of the governing body of each of the taxing units in which the property to be subject to the agreement is located, a written notice that the City of Kingsville, intends to enter into the agreement. The notice must include a copy of the proposed Tax Abatement Agreement.
3. A notice, as above described in Subparagraph 2, is presumed delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.

4. Failure to deliver the notice, as described in Subparagraph 2 above, does not affect the validity of the agreement.

#### **SECTION VII. Application:**

1. Any present owner of taxable property located within a TAXING UNIT may apply for tax abatement by filing an application with the City of Kingsville, when the Real Property or Tangible Personal Property for which abatement sought is located within the City limits of the City of Kingsville.
2. The application shall consist of a completed application form accompanied by:
  - (a) A general description of the Improvements to be undertaken.
  - (b) A descriptive list of the Improvements for which tax abatement is requested.
  - (c) A list of the kind, number and location of all proposed Improvements of the Real Property, Facility or Existing Facility.
  - (d) A map indicating the approximate location of Improvements on the Real Property, Facility or Existing Facility together with the location of any or all Existing Facility located on the Real Property or Facility.
  - (e) A list of any and all Tangible Personal Property presently existing on the Real Property or located in an existing Facility.
  - (f) A proposed time schedule for undertaking and completing the proposed Improvements.
  - (g) A general description stating whether the proposed Improvements are in connection with:
    - (1) the modernization of a Facility (of any type herein defined); or,
    - (2) construction of a New Facility (of any type herein defined); or,
    - (3) expansion of a Facility (of any type herein defined); or,
    - (4) any combination of the above.
  - (h) A statement of the additional value to the Real Property or Facility as a result of the proposed Improvements.

(i) A statement of the assessed value of the Real Property, Facility or Existing Facility for the Base Year.

(j) Information concerning the number of new jobs that will be created or information concerning the number of existing jobs to be retained as result of the Improvements undertaken.

(k) Any other information which the TAXING UNIT, to which the application has been directed, deems appropriate for evaluating the financial capacity of the applicant and compatibility of the proposed Improvements with these guidelines and criteria.

(l) Information that is provided to a Taxing Unit in connection with an application or request for tax abatement and which describes the specific processes or business activity to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the Tax Abatement Agreement is executed. Information in the custody of a Taxing Unit after the agreement is executed is not confidential. (V.T.C.A., Tax Code, Section 312.003).

(m) The TAXING UNIT to whom the application for tax abatement has been directed shall determine if the property described in said application is within a designated reinvestment zone. If the TAXING UNIT determines that the property described is not within a current reinvestment zone then they shall so notify the applicant and said application shall then be considered both as an application for the creation of a reinvestment zone and a request for tax abatement to be effective after the zone is created.

#### **SECTION VIII. Recapture:**

1. In the event that any type of Facility, (as defined in Section II, Subparagraphs 5, 6, 7, 8, 10, 11, 12, 13, 17, 19) is completed and begins producing goods or services, but subsequently discontinues producing goods or services for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of applicant or owner for a period of 180 days during the term of a tax abatement agreement, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to each TAXING UNIT by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to each TAXING UNIT within sixty (60) days of the date of termination. The burden shall be upon the applicant or owner to prove to the satisfaction of the TAXING UNIT to whom the application for tax abatement was directed that the discontinuance of producing goods or services was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the reasonable control of applicant or owner. In the event the applicant or owner meets this burden and the TAXING UNIT is satisfied that the discontinuance of the production of goods or services was the result of events beyond the reasonable control of the

applicant or owner, then such applicant or owner shall have a period of one year in which to resume the production of goods and services. In the event that the applicant or owner fails to resume the production of goods or services within one year, the Tax Abatement Agreement shall terminate and the Abatement of all taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to each TAXING UNIT by not later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to each TAXING UNIT within sixty (60) days of the date of termination. The one year time period, hereinabove mentioned, shall commence upon written notification from the TAXING UNIT to the applicant or owner.

2. In the event that the applicant or owner has entered into a Tax Abatement Agreement to make improvements to a Facility of any type described in Section 1 above, but fails to undertake or complete such improvements, then in such event the TAXING UNIT to whom the application for Tax Abatement was directed shall give the applicant or owner sixty (60) days written notice of such failure. The applicant or owner shall demonstrate to the satisfaction of the TAXING UNIT, above mentioned, that the applicant or owner has commenced to cure such failure within the sixty (60) days above mentioned. In the event that the applicant or owner fails to demonstrate that he is taking affirmative action to cure his failure, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to each TAXING UNIT by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to each TAXING UNIT within sixty (60) days of the date of termination.

3. In the event that the TAXING UNIT to whom application for Tax Abatement was directed determines that the applicant or owner is in default of any of the terms or conditions contained in the Tax Abatement Agreement, then in such event the TAXING UNIT shall give the applicant or owner sixty (60) days written notice to cure such default. In the event such default is not cured to the satisfaction of the TAXING UNIT within the sixty (60) days notice period, then the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to TAXING UNIT by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to each TAXING UNIT within sixty (60) days of the date of termination.

4. In the event that the applicant or owner allows ad valorem taxes on property ineligible for Tax Abatement owed to any TAXING UNIT to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination, under this subparagraph takes place shall be payable to each TAXING UNIT by no later than January 31st of the following year. Taxes abated in years prior to the year of

termination shall be payable to each TAXING UNIT within sixty (60) days of the date of termination.

5. In the event that the applicant or owner, who has executed a Tax Abatement Agreement with any TAXING UNIT, relocated the business, for which tax abatement has been granted, to a location outside of the designated reinvestment zone, then in such event, the Tax Abatement Agreement shall terminate after sixty (60) days written notice by the TAXING UNIT to the Owner/Applicant. Taxes abated during the calendar year in which termination under this subparagraph take place shall be payable to each TAXING UNIT by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to each TAXING UNIT within sixty (60) days of the date of termination.

6. The date of termination as that term is used in the Subsection VIII shall, in every instance, be the 60th day after the day the TAXING UNIT sends notice of default, in the mail to the address shown in the Tax Abatement Agreement to the Applicant or Owner. Should the default be cured by the owner or applicant within the sixty (60) day notice period, the Owner/Applicant shall be responsible for so advising the TAXING UNIT, failing in which, the abatement remains terminated and the abated taxes must be paid.

7. In every case of termination set forth in Subparagraphs 1, 2, 3, 4 and 5 above, the TAXING UNIT to which the application for tax abatement was directed shall determine whether default has occurred by Owner/Applicant in the terms and conditions of the Tax Abatement Agreement and shall so notify all other TAXING UNITS. Termination of the Tax Abatement Agreement by the TAXING UNIT to which the application for tax abatement was directed shall constitute simultaneous termination of all Tax Abatement Agreements of all other TAXING UNITS.

8. In the event that a Tax Abatement Agreement is terminated for any reason what so ever and taxes are not paid within the time period herein specified, then in such event, the provisions of V.T.C.A., Tax Code, Section 33.01 (Penalties and Interest) will apply.

#### **SECTION IX. Miscellaneous:**

1. Any notice required to be given by these criteria or guidelines shall be given in the following manner:

(a) To the owner or applicant: written notice shall be sent to the address appearing on the Tax Abatement Agreement.

(b) To a Taxing Unit: written notice shall be sent to the address appearing on the Tax Abatement Agreement.

2. The Chief Appraiser of the Kleberg County Appraisal District shall annually assess the Real and Personal Property comprising the reinvestment zone. Each year, the

applicant or owner receiving tax abatement shall furnish the Chief Appraiser with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the TAXING UNITS which levy taxes of the amount of assessments.

3. Upon the completion of improvements made to any type of Facility as set forth in these criteria and guidelines a designated employee or employees of any TAXING UNIT having executed a Tax Abatement Agreement with applicant or owner shall have access to the Facility to ensure compliance with the Tax Abatement Agreement.

4. A Tax Abatement Agreement may be assigned to a new owner but only after written consent has been obtained from all TAXING UNITS which have executed such an agreement with the applicant or owner.

5. These guidelines and criteria are effective upon the date of their adoption by a Taxing Unit and shall remain in force for two years. At the end of the two year period these guidelines and criteria may be readopted, modified, amended or rewritten as the conditions may warrant.

6. Each TAXING UNIT shall determine whether or not said TAXING UNIT elects to become eligible to participate in tax abatement. In the event the TAXING UNIT elects to become eligible to participate in tax abatement, then such TAXING UNIT shall adopt these guidelines and criteria forwarding a copy of both the election to participate and adoption of guidelines and criteria to all other TAXING UNITS.

7. In the event of a conflict between these guidelines and criteria and V.T.C.A., Tax Code, Chapter 312, the Tax Code shall prevail and these guidelines and criteria interpreted accordingly.

8. The guidelines and criteria once adopted by a Taxing Unit may be amended or repealed by a vote of three-fourths of the members of the governing body of a TAXING UNIT during the two year term in which these guidelines and criteria are effective.

9. The Property Redevelopment and Tax Abatement Act is subject to review as provided by the Texas Sunset Act (Section 325.0082 Government Code). If not continued in effect this statute expires September 1, 2021.

10. The term a "job" or "jobs" as used herein in the context of maintaining current jobs or creating and retaining new jobs shall have the following meaning. In order to constitute a "job" it must mean the employment of one or more persons on a regular or routine basis for a total period of at least 40 hours per week at the prevailing Federal minimum wage rate or the employment of one person with no hours requirement with a salary not based on an hourly structure and a wage or salary equal to fifteen times the prevailing Federal minimum wage rate.

Employment of an independent contractor shall never constitute a "job".

Any employment of labor which does not meet these requirements shall not constitute a "job" for the purpose of meeting the job created and retained or maintained requirement provided for in these guidelines and criteria.

11. The completion of construction will be deemed to occur upon the issuance of a certificate of occupancy for the project.



## AD VALOREM TAX ABATEMENT SCHEDULE

| APPRAISED<br>VALUE OF NEW<br>CONSTRUCTION<br>OR<br>EXPANSION<br>INVESTMENT | ANNUAL<br>PERCENTAGE<br>OF TAX<br>ABATEMENT | APPRAISED<br>VALUE OF NEW<br>CONSTRUCTION<br>OR<br>EXPANSION<br>INVESTMENT | ANNUAL<br>PERCENTAGE<br>OF TAX<br>ABATEMENT | **ACTUAL<br>NEW<br>JOBS<br>CREATED<br>AND<br>MAINTAINED | LENGTH<br>OF<br>TAX<br>ABATEMENT |
|----------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------|---------------------------------------------------------|----------------------------------|
| \$100,000                                                                  | 2.00                                        | \$2,600,000                                                                | 52.00                                       | 5 - 15                                                  | 1 YEAR                           |
| \$200,000                                                                  | 4.00                                        | \$2,700,000                                                                | 54.00                                       | 16 - 30                                                 | 2 YEARS                          |
| \$300,000                                                                  | 6.00                                        | \$2,800,000                                                                | 56.00                                       | 31 - 45                                                 | 3 YEARS                          |
| \$400,000                                                                  | 8.00                                        | \$2,900,000                                                                | 58.00                                       | 46 - 60                                                 | 4 YEARS                          |
| \$500,000                                                                  | 10.00                                       | \$3,000,000                                                                | 60.00                                       | 61 AND<br>OVER                                          | 5 YEARS                          |
| \$600,000                                                                  | 12.00                                       | \$3,100,000                                                                | 62.00                                       |                                                         |                                  |
| \$700,000                                                                  | 14.00                                       | \$3,200,000                                                                | 64.00                                       |                                                         |                                  |
| \$800,000                                                                  | 16.00                                       | \$3,300,000                                                                | 66.00                                       |                                                         |                                  |
| \$900,000                                                                  | 18.00                                       | \$3,400,000                                                                | 68.00                                       |                                                         |                                  |
| \$1,000,000                                                                | 20.00                                       | \$3,500,000                                                                | 70.00                                       |                                                         |                                  |
| \$1,100,000                                                                | 22.00                                       | \$3,600,000                                                                | 72.00                                       |                                                         |                                  |
| \$1,200,000                                                                | 24.00                                       | \$3,700,000                                                                | 74.00                                       |                                                         |                                  |
| \$1,300,000                                                                | 26.00                                       | \$3,800,000                                                                | 76.00                                       |                                                         |                                  |
| \$1,400,000                                                                | 28.00                                       | \$3,900,000                                                                | 78.00                                       |                                                         |                                  |
| \$1,500,000                                                                | 30.00                                       | \$4,000,000                                                                | 80.00                                       |                                                         |                                  |
| \$1,600,000                                                                | 32.00                                       | \$4,100,000                                                                | 82.00                                       |                                                         |                                  |
| \$1,700,000                                                                | 34.00                                       | \$4,200,000                                                                | 84.00                                       |                                                         |                                  |
| \$1,800,000                                                                | 36.00                                       | \$4,300,000                                                                | 86.00                                       |                                                         |                                  |
| \$1,900,000                                                                | 38.00                                       | \$4,400,000                                                                | 88.00                                       |                                                         |                                  |
| \$2,000,000                                                                | 40.00                                       | \$4,500,000                                                                | 90.00                                       |                                                         |                                  |
| \$2,100,000                                                                | 42.00                                       | \$4,600,000                                                                | 92.00                                       |                                                         |                                  |
| \$2,200,000                                                                | 44.00                                       | \$4,700,000                                                                | 94.00                                       |                                                         |                                  |
| \$2,300,000                                                                | 46.00                                       | \$4,800,000                                                                | 96.00                                       |                                                         |                                  |
| \$2,400,000                                                                | 48.00                                       | \$4,900,000                                                                | 98.00                                       |                                                         |                                  |
| \$2,500,000                                                                | 50.00                                       | \$5,000,000                                                                | 100.00                                      |                                                         |                                  |

**TAX ABATEMENT WILL BE OFFERED TO ANY NEW OR EXISTING BUSINESS**

**\*LENGTH OF ABATEMENT WILL BE BASED UPON ACTUAL NUMBER OF NEW FULLTIME JOBS THAT ARE CREATED PAYING WAGES OF 150% OR MORE ABOVE MINIMUM WAGE. JOBS MUST BE MAINTAINED FOR THE DURATION OF THE ABATEMENT PERIOD TO QUALIFY AND WILL BE SUBJECT TO VERIFICATION OF QUALIFICATION ANNUALLY.**

**APPLICATION FOR TAX ABATEMENT  
IN THE  
CITY OF KINGSVILLE, TEXAS**

**FILING INSTRUCTIONS:**

This application should be filed at least THIRTY (30) WORKING DAYS prior to the anticipated commencement of construction of improvements or the installation of equipment or the location of any personal property. This filing acknowledges familiarity and assumed conformance with "GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT FOR ALL TAXING UNITS CONTAINED WITHIN THE CITY OF KINGSVILLE, TEXAS" (Copy attached). This application will become a part of any later agreement or contract, and knowingly false representations thereon will be grounds for the voiding of any later agreement or contract.

**ORIGINAL COPY OF THIS APPLICATION AND ATTACHMENTS SHOULD BE  
SUBMITTED TO:**

CITY MANAGER  
City of Kingsville  
P.O. Box 1458  
Kingsville, Texas 78364

**Section 1 - APPLICANT INFORMATION**

Date of Application: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Applicant's Representative on this project:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Type of Ownership (check one): Corporation ( ) Partnership ( ) Proprietorship ( )

Total Current Number of Employees: \_\_\_\_\_

Corporate Annual Sales Per Year: \_\_\_\_\_

Annual Report Submitted (circle one)?

Yes    No

## **Section II - FACILITY INFORMATION**

(a) check type of Facility for which abatement is requested:

- ( ) Manufacturing Facility
- ( ) Regional Services Facility
- ( ) Research Facility
- ( ) Distribution Center Facility
- ( ) Regional Entertainment Center
- ( ) Other Basic Industry

(b) Address of proposed Facility and legal description: \_\_\_\_\_

(c) The proposed Facility is located in: \_\_\_\_\_

School District: \_\_\_\_\_

City: \_\_\_\_\_

(d) Describe product or service to be provided: \_\_\_\_\_

(e) This application is for a New Facility: \_\_\_\_\_

Expansion: \_\_\_\_\_

Modernization: \_\_\_\_\_

## **Section III - FACILITY DESCRIPTION**

Please attach the following:

- (a) A general description of the improvements to be undertaken.
- (b) A descriptive list of the improvements for which tax abatement is requested.
- (c) A list of the kind, number and location of all proposed improvement of the Real Property, Facility or Existing Facility.
- (d) A site map indicating the approximate location of improvements on the Real Property, Facility or Existing Facility together with the location of any or all Existing Facilities located on the Real Property or Facility.

- (e) A list of any and all Tangible Personal Property presently existing on the Real Property or located in an Existing Facility.
- (f) A proposed time schedule for undertaking and completing the proposed improvements.
- (g) A general description stating whether the proposed improvements are in connection with:
  - (1) the modernization of a Facility (of any type herein defined); or,
  - (2) construction of a New Facility (of any type herein defined); or,
  - (3) expansion of a Facility (of any type herein defined); or,
  - (4) any combination of the above.
- (h) A statement of the additional value to the Real Property or Facility as a result of the proposed improvements.
- (i) A statement of the assessed value of the Real Property, Facility or Existing Facility for the Base Year.
- (j) Information concerning the number of new jobs that will be created or information concerning the number of existing jobs to be retained as a result of the improvements undertaken.

#### **Section IV - ECONOMIC IMPACT INFORMATION**

Part A - Current Investment in Existing Improvements:

Part B - Permanent Employment Estimates:

(1) If existing Facility what is the current employment?

(2) Estimated number of jobs:

Retained:

At start-up:

Created:

In One Year:

(3) Opening of improvements:

Month: \_\_\_\_\_ Year: 200\_\_

Part C - Construction and Employment Estimates:

(1) Construction start:

Month: \_\_\_\_\_ Year: 200\_\_

(2) Number of construction jobs:

At Start: \_\_\_\_\_

Peak: \_\_\_\_\_

Finish: \_\_\_\_\_

(3) Number of man years:

Part D - School District Impact Estimates:

Give estimated number of: \_\_\_\_\_

Families transferred to area: \_\_\_\_\_

Children added to ISD's: \_\_\_\_\_

Part E - City Impact Estimates:

(1) Volume of treated water required from City in gallons per day:

(2) Volume of effluent to be treated by City in gallons per day:

(3) Please provide a statement on planned water and sewer treatment methods, and disposal of effluent if the Facility is to be located outside City systems.

(4) \_\_\_\_\_ Has permitting been started (circle one)?

Yes        No

Part F - Estimated Appraised Value on Site:

(Land/ Personal Improvements/ Personal Property)

Valuation of Facility on January 1 Preceding Proposed Abatement:

Value of Facility Upon Completion of Project, of Personal Property, and Improvements not Subject to Abatement

Estimate Value of Eligible Improvements after Abatement Agreement

Expires: \_\_\_\_\_

Part G - Variance:

(a) Is a variance being sought under Section IV 9.(d) of the "Guidelines" (circle one)?

Yes        No

(b) If "Yes", attach any supplementary information required.

**Section V - OTHER AGREEMENT APPLICATIONS**

(a) Has applicant made application for abatement of this Facility to other taxing jurisdictions or counties (circle one)?  
Yes      No

(c) If "Yes", please provide:  
(1) Dates of Application:  
(2) Hearing Dates:  
(3) Name of Jurisdiction(s) and Contact(s):  
(4) Any letters of intent to abate:

**Section VI - DECLARATION**

To the best of my knowledge, the above information is an accurate description of the project details.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Receiving For City

\_\_\_\_\_  
Date

# **AGENDA ITEM #7**

**City of Kingsville  
Purchasing Department**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Charlie Sosa Purchasing Manager  
DATE: February 15, 2019  
SUBJECT: RFP 19-03 Extermination Pest Control Services

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**Summary:** This item authorizes the City to negotiate into a contract with Kingsville Pest Control for the City of Kingsville. RFP 19-03 Extermination Pest Control Services will provide extermination and pest control services for all city owned buildings.

**Background:** We published a Request for Proposals #19-03 in the newspaper on January 27, 2019 and February 3, 2019. Request for Proposals were accepted until 2:00 PM on February 12, 2019. Three responses were received from Kingsville Pest Control of Kingsville, TX., Serenity Pest Control of Kingsville, TX., and Pro-Tex Pest Management of Riviera, TX. Purchasing reviewed RFP #19-03 and found the information received to be responsive. Based on the proposals submitted from the three firms Kingsville Pest Control of Kingsville, Texas is the apparent low bidder, Kingsville Pest Control currently services some of the city owned buildings.

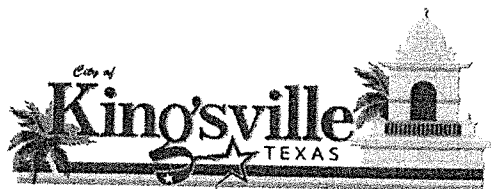
Please see attachment for Bid Tabulation.

**Financial Impact:**

None at this time.

**Recommendation:**

It is recommendation the City negotiates into a contract with Kingsville Pest Control for RFP 19-03 Extermination Pest Control Services for the City of Kingsville, as per staff recommendation.





**City of Kingsville  
RFP 19-03 BID TABULATION**

| Bid Item | Description               | Mo. Cost/Bldg. | After Hr. | Serenity Pest Control |             | Alice Pest Control |             |
|----------|---------------------------|----------------|-----------|-----------------------|-------------|--------------------|-------------|
|          |                           |                |           | Mo. Cost/Bldg.        | After Hr.   | Mo. Cost/Bldg.     | After Hr.   |
| 1        | Police Dept.              | \$ 75.00       | \$ 75.00  | \$ 85.00              | \$ 95.00    | \$ 100.00          | \$ 120.00   |
| 2        | Library                   | \$ 85.00       | \$ 85.00  | \$ 85.00              | \$ 95.00    | \$ 112.00          | \$ 132.00   |
| 3        | City Hall                 | \$ 95.00       | \$ 95.00  | \$ 100.00             | \$ 120.00   | \$ 230.00          | \$ 250.00   |
| 4        | Public Works              | \$ 85.00       | \$ 85.00  | \$ 85.00              | \$ 105.00   | \$ 108.00          | \$ 128.00   |
| 5        | Municipal Building        | \$ 85.00       | \$ 85.00  | \$ 80.00              | \$ 100.00   | \$ 112.00          | \$ 132.00   |
| 6        | Community Appearance      | \$ 45.00       | \$ 45.00  | \$ 100.00             | \$ 120.00   | \$ 85.00           | \$ 105.00   |
| 7        | Fire Station 1            | \$ 75.00       | \$ 75.00  | \$ 95.00              | \$ 115.00   | \$ 90.00           | \$ 110.00   |
| 8        | Fire Station 2            | \$ 35.00       | \$ 35.00  | \$ 85.00              | \$ 105.00   | \$ 85.00           | \$ 105.00   |
| 9        | Volunteer Fire            | \$ 35.00       | \$ 35.00  | \$ 80.00              | \$ 100.00   | \$ 85.00           | \$ 105.00   |
| 10       | Train Depot               | \$ 35.00       | \$ 35.00  | \$ 80.00              | \$ 100.00   | \$ 85.00           | \$ 105.00   |
| 11       | JK Northway               | \$ 100.00      | \$ 100.00 | \$ 155.00             | \$ 175.00   | \$ 457.00          | \$ 477.00   |
| 12       | Park Recreation Bldg.     | \$ 45.00       | \$ 45.00  | \$ 105.00             | \$ 125.00   | \$ 85.00           | \$ 105.00   |
| 13       | Kleberg Co. Health        | \$ 45.00       | \$ 45.00  | \$ 120.00             | \$ 140.00   | \$ 85.00           | \$ 105.00   |
| 14       | Kingsville Visitor Center | \$ 35.00       | \$ 35.00  | \$ 80.00              | \$ 100.00   | \$ 85.00           | \$ 105.00   |
|          |                           | \$ 875.00      | \$ 875.00 | \$ 1,335.00           | \$ 1,595.00 | \$ 1,804.00        | \$ 2,084.00 |

## **AGENDA ITEM #8**

**City of Kingsville**  
**Public Works, Wastewater Division**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: William Donnell, Director of Public Works

DATE: February 20, 2019

SUBJECT: Landfill Closure Post Closure Fund Budget Amendment

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**Summary:**

This item authorizes funding for professional services related to Landfill Permit Amendment responses to TCEQ.

**Background:**

This phase of the permit amendment process is responding to TCEQ's requests for additional or modified information to get the permit amendment formatted so that TCEQ will continue with the review process. This funding request was not done through the regular budget process since the permit amendment was not submitted until after the budget was completed and the expected response from TCEQ was not anticipated to be this soon. TCEQ expedited this permit amendment process and two extensive responses have been sent by Hanson Engineering to TCEQ for compliance to their requests. To avoid a delayed response current budget funds for professional services were used to keep the process moving forward.

**Financial Impact:**

This will reduce Unrestricted Landfill Closure Post Closure Fund 090 balance by \$75,000.00. Increase Professional Services account 090-5-170.3-314.00 by \$75,000.00.

**Recommendation:**

Staff is recommending approval of funds for continuing the permit amendment process.



**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2018-2019 BUDGET TO EXPEND FUNDS FOR PROFESSIONAL SERVICES RELATED TO LANDFILL PERMIT AMENDMENT RESPONSES TO TCEQ.**

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

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 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 090 – Landfill Closure Fund |           |                       |                |                 |                 |
| <u>Expenditures</u>              |           |                       |                |                 |                 |
| 1703                             | Landfill  | Professional Services | 31400          | \$75,000        |                 |
|                                  |           |                       |                |                 |                 |

[To amend the City of Kingsville FY 18-19 Budget to expend funds for professional services related to landfill permit amendment responses to TCEQ. Funds will come from fund balance that is committed for landfill purposes.]

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 25th day of February 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 #9**

**RESOLUTION #2019-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A REVISED SECOND AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT WITH GTP ACQUISITION PARTNERS II, LLC; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville ("City") and GTP Acquisition Partners II, LLC ("GTP") have an existing Tower Attachment Lease Agreement for a parcel of land by the Police Department where a tower currently exists on City land that GTP leases; and

**WHEREAS**, the City and GTP on December 11, 2017 approved the First Amendment to the agreement, the parties on December 10, 2018 approved the Second Amendment to the agreement for to add some additional space for an additional rental fee through a Second Amendment to Tower Attachment Lease Agreement whereby GTP increased its monthly rental payments by \$200; and

**WHEREAS**, the GTP has requested some minor grammatical changes and some language modifications to make the terms used in both amendments consistent, the parties now have a revised Second Amendment to Tower Attachment Lease Agreement, which does not materially change the terms approved in December 2018.

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

I.

**THAT** the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into the revised Second Amendment to Tower Attachment Lease Agreement between the City of Kingsville and GTP Acquisition Partners II, LLC, a copy of which is attached hereto as Exhibit "A."

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 25th day of February, 2019.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

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Courtney Alvarez, City Attorney



## THE SECOND AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT

**THIS SECOND AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT** (this "**Second Amendment**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the "**Effective Date**") by and between **City of Kingsville, TX**, a Texas municipal entity, ("**Landlord**"), and **GTP Acquisition Partners II, LLC** a Delaware limited liability company, as successor in interest to Infinity Towers, Inc. ("**Tenant**"). (The Landlord and Tenant are collectively referred to herein as the "**Parties**").

### RECITALS

- A. Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof ("the **Parent Parcel**")
- B. Landlord and Tenant are parties to that certain Tower Attachment Lease Agreement dated November 17, 1998 and as further amended by that certain First Amendment to Tower Attachment Lease Agreement dated December 29, 2017 (collectively, the "**Lease**") pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and
- C. Tenant desires to sublease, license or otherwise permit the use of the certain portions of the Leased Premises to or by T-Mobile West LLC ("**T-Mobile**") but in order to do so will need to expand the Leased Premises to accommodate T-Mobile; and
- D. Landlord and Tenant desire to amend the terms of the Lease as provided herein.

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

1. **Ratification of the Leased Premises.** Landlord hereby ratifies and agrees that it leases and/or grants to Tenant the Leased Premises as described, designated and/or depicted at or on **Exhibit A** attached hereto.
2. **Additional Ground Space.**
  - a. Effective as of the Expansion Commencement Date (as defined below), Landlord hereby leases to Tenant approximately an additional eighty-five (85) square feet of land (the "**Additional Area**") as described, designated and/or depicted at or on **Exhibit B** attached hereto and incorporated herein. The Tenant may use Additional Area in the same manner that Tenant is permitted to use the Leased Premises. Landlord agrees to permit Tenant to temporarily reasonably use portions of the Parent Parcel immediately surrounding the Additional Area provided that such use does not unreasonably interfere with Landlord's use of those portions and that such use shall only be for the access to the Additional Area and/or the construction and/or installation of equipment and other personal property at, on,

or within the Additional Area, as may be reasonably necessary. Upon the Expansion Commencement Date, the Additional Area is hereby included as part of the Leased Premises leased and/or granted under the Lease as amended hereby. **Exhibit B** may be replaced by Tenant with a survey describing, designating and/or depicting the actual legal description of the Additional Area. In the event of an inconsistency between this Subsection 2(a) and **Exhibit B**, **Exhibit B** shall control.

- b. Landlord hereby grants to Tenant, its officers, agents, employees and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Additional Area at any time on or after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, sampling, and/or tests, engineering studies and to conduct a survey of the Parent Parcel, Leased Premises and/or the Additional Area. Landlord hereby grants to Tenant, its officers, agents, employees and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Additional Area at any time on or after the Expansion Commencement Date for the purposes of constructing and/or installing telecommunications related structures, fixtures, and/or equipment at or on the Leased Premises, and/or the Additional Area. Landlord will provide Tenant with any necessary keys or access codes to the Parent Parcel if needed for ingress and egress. Landlord will not unreasonably interfere with Tenant's use of the Parent Parcel in conducting these activities.
- c. The "Expansion Commencement Date" shall be the earlier of: (i) the date Tenant notifies Landlord in writing that Tenant elects to commence leasing the Additional Area; (ii) the date Tenant issues a written "Notice To Proceed" or similar document to a customer of the Tenant for the purpose of commencing such customer's installation of equipment at or on all or a portion of the Additional Area; (iii) the date that a customer of the Tenant actually commences to install, occupy and/or use such customer's equipment or other personal property at or on the Additional Area; or (iv) eighteen (18) months after the Effective Date of this Second Amendment.
- d. The Expansion Commencement Date shall be contingent on:
  - (i) Tenant entering into a binding lease with a customer of the Tenant for such customer's occupation of all or a portion of the Additional Area and Tenant and/or such customer obtaining all necessary certificates, permits, licenses, and other approvals that may be required by any federal, state, or local authority for such customer to occupy and operate on the Additional Area and Leased Premises; and
  - (ii) Tenant determining, at its sole discretion, that the status of title of Landlord as to the Additional Area is reasonably acceptable to Tenant; and
  - (iii) Tenant determining at its sole discretion that the Additional Area, Leased Premises and Parent Parcel are clear of any hazardous substances, which include any material or substance which is or becomes defined as a hazardous substance, pollutant, or contaminant, subject to reporting, investigation, or remediation pursuant to any federal, state, or local governmental authority, and any oil, or petroleum products or their by-products.

If any one of the above contingencies shall not be satisfied, then Tenant may, at any time prior to the Expansion Commencement Date, by written notice to Landlord, terminate this Second Amendment in its entirety and this Second Amendment shall then be null and void and of no further force and effect, provided however that this Subsection 2(d), along with Sections 1, 3, 4, 6, and 7, of this Second Amendment will otherwise survive and continue in full force and effect.

- e. Commencing on the Expansion Commencement Date the total rent payable under the Lease as amended hereby shall be increased by a sum of Two Hundred Dollars (\$200.00) per month. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rent authorized pursuant to the Lease shall continue in full force and effect.

3. **Signage.** Landlord agrees to Tenant's installation of reasonable identification signage as may be required by any governmental authority on or about the Leased Premises and/or Additional Area, including any access road to the Leased Premises and/or Additional Area.

4. **Documentation.** Upon any permitted transfer or assignment of the Landlord's interest in the Lease, as amended hereby prior to Tenant's being obligated to make any rent or other payments to the successor Landlord, Landlord's successor will provide Tenant with a completed Internal Revenue Form W-9, or then equivalent form, and any other reasonably necessary documentation requested by Tenant in order to confirm such transfer of the Lease.

5. **Memorandum of Lease.** Upon request by Tenant, Landlord shall execute and deliver to Tenant a Memorandum(s) of Lease, reflecting this Second Amendment, in a form reasonably acceptable to Tenant and which is recordable in the jurisdiction in which the Parent Parcel situated. Landlord shall also complete and execute any other document required by the recording authority to be submitted in conjunction with the recording of any Memorandum(s) of Lease, including but not limited to transfer tax documents and sale disclosure forms. No executed Memorandum(s) of Lease entered into pursuant to this Section 5 shall be construed to control or govern this Second Amendment and/or the Lease nor shall it be construed to be evidence of the intent of the Parties in relation to this Second Amendment and/or the Lease.

6. **Ratification/Estoppel.** Tenant and Landlord each hereby ratifies and confirms that the Lease is in full force and effect. Landlord represents and warrants that, as of the Effective Date, Tenant is not in default in the payment or performance of its obligations under the Lease and, to the best of Landlord's current knowledge, there is no existing condition that, although not presently a default, may result in a default under the Lease. Except as modified herein, the Lease and all the covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed.

7. **Entirety; Modification; Counterparts.** This Second Amendment, together with the First Amendment, and the Lease, constitutes the entire agreement among the Parties regarding the Leased Premises and the Additional Area. Any amendment to this Second Amendment and/or the Lease must be in writing and signed and delivered by authorized representatives of the Parties in order to be effective. This Second Amendment will be governed by the laws of the state in which the Parent Parcel is situated. If any inconsistency exists or arises between the terms of the Lease, as amended and the terms of this Second Amendment, the terms of this Second Amendment shall prevail as to the Additional Area only. This Second Amendment may be executed in any number of counterparts, each of which shall be an original, and which may be delivered via electronic means including but not limited to email, but all of

which taken together shall constitute one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Second Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Second Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Second Amendment and without the requirement that the unavailability of such original, executed counterpart of this Second Amendment first be proven.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Second Amendment as of the Effective Date written above.

**LANDLORD:**

**WITNESSES:**

**City of Kingsville, TX  
a Texas municipal entity**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE/Commonwealth of \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ in the year of 201\_\_, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**TENANT:**

**GTP Acquisition Partners II, LLC**  
**a Delaware limited liability company**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESSES:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

On \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



## EXHIBIT A

### DESCRIPTION, DESIGNATION AND/OR DEPICTION OF PARENT PARCEL AND LEASED PREMISES\*

#### PARENT PARCEL

A 7.76 ACRE TRACT, MORE OR LESS, OUT OF FARM LOT 7, SECTION 10, OF THE KLEBERG TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION TO KLEBERG COUNTY, TEXAS, AS RECORDED IN THE KLEBERG COUNTY MAP RECORDS, ENVELOPE 18, KLEBERG COUNTY, TEXAS; SAID TRACT BEING OUT OF A 31.47 ACRE TRACT AS DEEDED TO KLEBERG COUNTY BY THE MARCOS PEREZ ESTATE AND RECORDED IN VOL. 83, PAGE 17 OF THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS; SAID 7.76 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" IRON PIN FOUND AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID FARM LOT 7 AND THE NORTH ROW LINE OF STATE HIGHWAY 141 (KING AVE.) AS IT EXISTS IN DECEMBER OF 1996, SAID POINT BEING HEREIN TERMED "POINT OF BEGINNING";

THENCE WEST ALONG THE SAID NORTH ROW OF S.H. 141 FOR A DISTANCE OF 377.50' TO A 5/8" IRON PIN SET AT THE POINT OF INTERSECTION WITH A 20' IN WIDTH STRIP FOR ROAD WIDENING PURPOSES AND RECORDED IN VOL. 93, PAGE 222 OF THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS;

THENCE NORTH AND ALONG THE EASTERN END OF SAID 20' STRIP TO A 5/8" IRON PIN SET AT THE NORTHEAST CORNER OF THE SAID 20' STRIP;

THENCE WEST ALONG THE NORTH LINE OF THE SAID 20' STRIP FOR A DISTANCE OF 223.75' TO A 5/8" IRON PIN SET AT THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH ALONG A LINE PARALLEL TO AND 601.25' WEST OF THE EAST LINE OF SAID FARM LOT 7 FOR A DISTANCE OF 550.01' TO A 5/8" IRON PIN SET AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE WEST ALONG A LINE PARALLEL TO THE SAID NORTH ROW LINE OF S.H. 141 FOR A DISTANCE OF 601.25' TO A 5/8" IRON PIN SET ON THE SAID EAST LINE OF FARM LOT 7 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH ALONG THE SAID EAST LINE OF SAID FARM LOT 7 FOR A DISTANCE OF 570.01' TO RETRUN TO AND CLOSE AT THE SAID "POINT OF BEGINNING."

#### LEASED PREMISES

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING A PORTION OF FARM LOT 7, SECTION 10, OF THE KLEBERG TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION TO KLEBERG COUNTY, TEXAS AS DESCRIBED IN A WARRANTY DEED DATED MARCH 21, 1997 AND BEING RECORDED IN VOLUME 143, PAGE 514, KLEBERG COUNTY RECORDS, KLEBERG COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LANDS, SAID REBAR ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY OF EAST KING AVENUE; THENCE RUNNING ALONG SAID RIGHT-OF-WAY, SOUTH 88°57'12" WEST, 377.50 FEET TO A POINT;

THENCE NORTH 01°02'48" WEST, 20.00 FEET TO A POINT;

THENCE SOUTH 88°57'12" WEST, 8.50 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING NORTH 01°02'48" WEST, 188.00 FEET TO A POINT ON THE ATC LEASE AREA AND THE TRUE POINT OF BEGINNING;

THENCE RUNNING ALONG SAID ATC LEASE AREA, SOUTH 01°02'48" EAST, 15.00 FEET TO A POINT;

THENCE, SOUTH 88°57'12" WEST, 37.00 FEET TO A POINT;

THENCE, NORTH 01°02'48" WEST, 15.00 FEET TO A POINT;

THENCE, NORTH 88°57'12" EAST, 37.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH ZONE.

SAID TRACT CONTAINS 0.0127 ACRES (550 SQUARE FEET), MORE OR LESS.



along with 20 ft. wide Access and Utility Easement which is described as follows:

TOGETHER WITH A 20-FOOT WIDE ACCESS AND UTILITY EASEMENT LYING AND BEING A PORTION OF FARM LOT 7, SECTION 10, OF THE KLEBERG TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION TO KLEBERG COUNTY, TEXAS AS DESCRIBED IN A WARRANTY DEED DATED MARCH 21, 1997 AND BEING RECORDED IN VOLUME 143, PAGE 514, KLEBERG COUNTY RECORDS, KLEBERG COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A ½-INCH REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LANDS, SAID REBAR ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY OF EAST KING AVENUE; THENCE RUNNING ALONG SAID RIGHT-OF-WAY, SOUTH 88°57'12" WEST, 366.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 88°57'12" WEST, 11.50 FEET TO A POINT;

THENCE NORTH 01°02'48" WEST, 20.00 FEET TO A POINT;

THENCE SOUTH 88°57'12" WEST, 8.50 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING NORTH 01°02'48" WEST, 188.00 FEET TO A POINT;

THENCE, NORTH 88°57'12" EAST, 20.00 FEET TO A POINT;

THENCE, SOUTH 01°02'48" EAST, 208.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF EAST KING AVENUE AND THE TRUE POINT OF BEGINNING.

BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH ZONE.

SAID TRACT CONTAINS 0.0916 ACRES (3,990 SQUARE FEET), MORE OR LESS.

\* The Parties agree that the headings used to denote the various portions of land described herein shall not restrict or otherwise indicate the intention of the parties in relation to the use of said various portions of land.

[END OF EXHIBIT A]

## EXHIBIT B

### DESCRIPTION, DESIGNATION, AND/OR DEPICTION OF ADDITIONAL AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING A PORTION OF FARM LOT 7, SECTION 10, OF THE KLEBERG TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION TO KLEBERG COUNTY, TEXAS AS DESCRIBED IN A WARRANTY DEED DATED MARCH 21, 1997 AND BEING RECORDED IN VOLUME 143, PAGE 514, KLEBERG COUNTY RECORDS, KLEBERG COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 1/2-INCH REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LANDS, SAID REBAR ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY OF EAST KING AVENUE; THENCE RUNNING ALONG SAID RIGHT-OF-WAY, SOUTH 88°57'12" WEST, 377.50 FEET TO A POINT;

THENCE NORTH 01°02'48" WEST, 20.00 FEET TO A POINT;

THENCE SOUTH 88°57'12" WEST, 8.50 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING NORTH 01°02'48" WEST, 188.00 FEET TO A POINT ON THE ATC LEASE AREA;

THENCE RUNNING ALONG SAID ATC LEASE AREA, SOUTH 01°02'48" EAST, 15.00 FEET TO A POINT;

THENCE, SOUTH 88°57'12" WEST, 3.75 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

THENCE, SOUTH 01°02'48" EAST, 3.00 FEET TO A POINT;

THENCE, SOUTH 88°57'12" WEST, 28.25 FEET TO A POINT;

THENCE, NORTH 01°02'48" WEST, 3.00 FEET TO A POINT;

THENCE, NORTH 88°57'12" EAST, 28.25 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH ZONE.

SAID TRACT CONTAINS 0.0019 ACRES (84.75 SQUARE FEET), MORE OR LESS.

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**Prepared by and Return to:**

American Tower

10 Presidential Way

Woburn, MA 01801-5118

Attn: Land Management/Susana Picillo

ATC Site Number: 374521

ATC Site Name: Kingsville TX

Assessor Parcel #: 34141

State of Texas

County of Kleberg

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**MEMORANDUM OF LEASE**

This **MEMORANDUM OF LEASE** ("*Memorandum*") is made and entered into, and becomes effective on, this \_\_\_\_ day of \_\_\_\_\_, 201\_ (the "*Effective Date*") by and between **City of Kingsville, TX**, (hereinafter referred to as "*Landlord*") and **GTP Acquisition Partners II, LLC** (hereinafter referred to as "*Tenant*").

**NOTICE** is hereby given of the following described lease, for the purpose of recording and giving notice of the existence of said lease. To the extent that notice of such lease has previously been recorded, then this Memorandum shall constitute a restatement and amendment of any such prior recorded notices.

1. **Lease:** That certain Tower Attachment Lease Agreement dated November 17, 1998 as may be amended from time to time (collectively, the "*Lease*") entered into by and between Landlord and Tenant and/or their respective predecessor(s)-in-interest.

2. **Expiration of Term:** Subject to the terms, provisions and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease will be January 25, 2064. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises:** That or those portion(s) of land described at or on **Exhibit A** attached hereto, together with any access and utility easements.
4. **Right of First Refusal:** There is a limited right of first refusal in the Lease.
5. **Addresses:** The principal addresses of the appropriate parties are as follows

**Lessor:** City of Kingsville, TX  
Attn: City Attorney  
P.O. Box 1458  
Kingsville, TX 78364

**Lessee:** American Tower  
Land Management  
10 Presidential Way  
Woburn, MA 01801

American Tower  
Legal Dept.  
116 HUNTINGTON AVE  
BOSTON MA 02116

6. **Incorporation:** The terms and conditions of the Lease, as amended, are hereby incorporated into this Memorandum.
7. **Counterparts:** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument
8. **Effect:** This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum should not be used in interpreting the Lease provisions or determining the intent of the parties to the Lease except for provisions relating to expiration of term and lease premises provided however that in the event of a conflict between this Memorandum and the Lease, the Lease will

control. Any terms of prior recorded notices not contrary to the terms contained herein will remain unchanged.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S) – REMAINDER OF PAGE LEFT  
BLANK]*

**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Memorandum as of the Effective Date written above.

**LANDLORD**

**WITNESSES**

**City of Kingsville, TX**  
**a Texas Municipal entity**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

Commonwealth/State of \_\_\_\_\_)

County of \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, \_\_\_\_\_ (here insert name of Notary here), a Notary Public, personally appeared \_\_\_\_\_ (here insert name of signatory), personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**TENANT**

**GTP Acquisition Partners II, LLC**  
**a Delaware limited liability company**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESSES**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

Commonwealth of Massachusetts    )

County of Middlesex                    )

On the \_\_\_\_ day of \_\_\_\_\_, 201\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_ (here insert name of signatory), personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

*[END OF SIGNATURES – REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

## EXHIBIT A

### DESCRIPTION, DESIGNATION AND/OR DEPICTION OF PARENT PARCEL AND LEASED PREMISES

#### Parent Parcel

A 7.76 ACRE TRACT, MORE OR LESS, OUT OF FARM LOT 7, SECTION 10, OF THE KLEBERG TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION TO KLEBERG COUNTY, TEXAS, AS RECORDED IN THE KLEBERG COUNTY MAP RECORDS, ENVELOPE 18, KLEBERG COUNTY, TEXAS; SAID TRACT BEING OUT OF A 31.47 ACRE TRACT AS DEEDED TO KLEBERG COUNTY BY THE MARCOS PEREZ ESTATE AND RECORDED IN VOL. 83, PAGE 17 OF THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS; SAID 7.76 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" IRON PIN FOUND AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID FARM LOT 7 AND THE NORTH ROW LINE OF STATE HIGHWAY 141 (KING AVE.) AS IT EXISTS IN DECEMBER OF 1996, SAID POINT BEING HEREIN TERMED "POINT OF BEGINNING";

THENCE WEST ALONG THE SAID NORTH ROW OF S.H. 141 FOR A DISTANCE OF 377.50' TO A 5/8" IRON PIN SET AT THE POINT OF INTERSECTION WITH A 20' IN WIDTH STRIP FOR ROAD WIDENING PURPOSES AND RECORDED IN VOL. 93, PAGE 222 OF THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS;

THENCE NORTH AND ALONG THE EASTERN END OF SAID 20' STRIP TO A 5/8" IRON PIN SET AT THE NORTHEAST CORNER OF THE SAID 20' STRIP;

THENCE WEST ALONG THE NORTH LINE OF THE SAID 20' STRIP FOR A DISTANCE OF 223.75' TO A 5/8" IRON PIN SET AT THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH ALONG A LINE PARALLEL TO AND 601.25' WEST OF THE EAST LINE OF SAID FARM LOT 7 FOR A DISTANCE OF 550.01' TO A 5/8" IRON PIN SET AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE WEST ALONG A LINE PARALLEL TO THE SAID NORTH ROW LINE OF S.H. 141 FOR A DISTANCE OF 601.25' TO A 5/8" IRON PIN SET ON THE SAID EAST LINE OF FARM LOT 7 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH ALONG THE SAID EAST LINE OF SAID FARM LOT 7 FOR A DISTANCE OF 570.01' TO RETRUN TO AND CLOSE AT THE SAID "POINT OF BEGINNING."

#### Leased Premises

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING A PORTION OF FARM LOT 7, SECTION 10, OF THE KLEBERG TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION TO KLEBERG COUNTY, TEXAS AS DESCRIBED IN A WARRANTY DEED DATED MARCH 21, 1997 AND BEING RECORDED IN VOLUME 143, PAGE 514, KLEBERG COUNTY RECORDS, KLEBERG COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 01°02'48" WEST, 20.00 FEET TO A POINT;

THENCE SOUTH 88°57'12" WEST, 8.50 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING NORTH 01°02'48" WEST, 188.00 FEET TO A POINT ON THE ATC LEASE AREA AND THE TRUE POINT OF BEGINNING;

THENCE RUNNING ALONG SAID ATC LEASE AREA, SOUTH 01°02'48" EAST, 15.00 FEET TO A POINT;

THENCE, SOUTH 88°57'12" WEST, 37.00 FEET TO A POINT;

THENCE, NORTH 01°02'48" WEST, 15.00 FEET TO A POINT;

THENCE, NORTH 88°57'12" EAST, 37.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH ZONE.

SAID TRACT CONTAINS 0.0127 ACRES (550 SQUARE FEET), MORE OR LESS.

and



ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING A PORTION OF FARM LOT 7, SECTION 10, OF THE KLEBERG TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION TO KLEBERG COUNTY, TEXAS AS DESCRIBED IN A WARRANTY DEED DATED MARCH 21, 1997 AND BEING RECORDED IN VOLUME 143, PAGE 514, KLEBERG COUNTY RECORDS, KLEBERG COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A ½-INCH REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LANDS, SAID REBAR ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY OF EAST KING AVENUE; THENCE RUNNING ALONG SAID RIGHT-OF-WAY, SOUTH 88°57'12" WEST, 377.50 FEET TO A POINT;

THENCE NORTH 01°02'48" WEST, 20.00 FEET TO A POINT;

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THENCE, SOUTH 88°57'12" WEST, 28.25 FEET TO A POINT;

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THENCE, NORTH 88°57'12" EAST, 28.25 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH ZONE.

SAID TRACT CONTAINS 0.0019 ACRES (84.75 SQUARE FEET), MORE OR LESS.

along with a "Access and Utility Easement" which is described as follows

TOGETHER WITH A 20-FOOT WIDE ACCESS AND UTILITY EASEMENT LYING AND BEING A PORTION OF FARM LOT 7, SECTION 10, OF THE KLEBERG TOWN AND IMPROVEMENT COMPANY'S SUBDIVISION TO KLEBERG COUNTY, TEXAS AS DESCRIBED IN A WARRANTY DEED DATED MARCH 21, 1997 AND BEING RECORDED IN VOLUME 143, PAGE 514, KLEBERG COUNTY RECORDS, KLEBERG COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A ½-INCH REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LANDS, SAID REBAR ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY OF EAST KING AVENUE; THENCE RUNNING ALONG SAID RIGHT-OF-WAY, SOUTH 88°57'12" WEST, 366.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING;

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BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH ZONE.

SAID TRACT CONTAINS 0.0916 ACRES (3,990 SQUARE FEET), MORE OR LESS.

\* The Parties agree that the headings used to denote the various portions of land described herein shall not restrict or otherwise indicate the intention of the parties in relation to the use of said various portions of land.

[END OF EXHIBIT A]