

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, OCTOBER 28, 2019 REGULAR MEETING

**CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
5:00 P.M.**

I. Preliminary Proceedings.


OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Special Meeting- October 21, 2019

APPROVED BY:


Deborah Balli
Interim City Manager

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

1. Public Hearing on a request for an alcohol variance for a Beer Retail Dealer's Off-Premise License (BF) and Wine Only Package Store permit (Q) and Package Store Tasting Permit (PS) for the Walmart Store (Store #442) at 1133 General Cavazos Boulevard, Kingsville, Texas through its authorized agent, Quality Licensing Corp. (Interim Director of Planning & Development Services).

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to, the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Condemnation Update, 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, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to KT&I Co., Block 17, Lot out of 3, also known as 1120 E. Senator Carlos Truan Blvd, Kingsville, Texas, from R3 (Multi-Family Residential District) to C2 (Retail District), Ted Figueroa, applicant. (Interim Director of Planning & Development Services).
2. Motion to approve a resolution of the City of Kingsville authorizing the release of Chapter 59 Funds of the Kingsville Police Department for donation to the Palmer Drug Abuse Program (PDAP) of Kingsville for drug use prevention programs. (Police Chief).
3. Motion to approve a resolution of the City of Kingsville authorizing the release of Chapter 59 Funds of the Kingsville Police Department for donation to the Kingsville Amateur Boxing Club, Inc. for drug and alcohol prevention programs. (Police Chief).
4. Motion to approve a resolution authorizing the Mayor to enter into an Interlocal Cooperation Agreement between the City of Kingsville and Texas A&M University-Kingsville relating to Veterinary Technology Training Program (renewal). (City Attorney).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Discuss and consider request to remove barricades from an alley that runs between North 10th and North 12th Streets (parallel to E. Ave. A and E. Nettie). (Commissioner Pecos).
6. Consider an alcohol variance for an alcohol variance for a Beer Retail Dealer's Off-Premise License (BF) and Wine Only Package Store permit (Q) and Package Store Tasting Permit (PS) for the Walmart Store (Store #442) at 1133 General Cavazos Boulevard, Kingsville, Texas through its authorized agent, Quality Licensing Corp. (Interim Director of Planning & Development Services).
7. Consider accepting three donations for Park's Healthy Family Partners events. (Parks Director).

8. Consider introduction of an ordinance amending the Fiscal Year 2019-2020 budget to receive and expend Park donations for the Healthy Family Recreational Programs. (Parks Director).
9. Consider accepting donation from La Posada de Kingsville for downtown decorations. (Parks Director).
10. Consider introduction of an ordinance amending the Fiscal Year 2019-2020 budget to receive and expend donations for downtown holiday decorations. (Parks Director).
11. Consider introduction of an ordinance amending the Fiscal Year 2019-2020 budget to rollover funds for projects not completed in FY18-19 and items ordered in FY18-19 but not received until FY19-20. (Finance Director).
12. Executive Session: Pursuant to Section 551.072, Texas Government Code, Deliberations regarding Real Property Exception, the City Commission shall convene in Executive Session to discuss the purchase, exchange, lease, or value of real property as deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party. (Interim City Manager).
13. Consider a resolution authorizing the sale of the City's 5.077 acres of land located off West General Cavazos Blvd. (KT&I Co., Block 19, Lot Pt 24) in Kingsville, Texas. (Purchasing Manager).
14. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (Interim City Manager).
15. Consider a resolution authorizing the Mayor to execute an Economic Development Agreement between the City of Kingsville, Texas and Libertas Real Estate Group, LLC. (Chapter 380 Agreement). (Interim City Manager).
16. Executive Session: Pursuant to Section 551.074, Texas Government Code, the Personnel Exception, the City Commission shall convene in Executive Session to deliberate the appointment, employment, and duties of the City Manager position. (Mayor Fugate).
17. Consider acting on the City Manager position and employment agreement. (Mayor Fugate).

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 only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action. No public comment at this point.

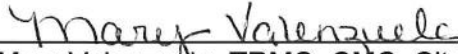
NOTICE

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn

into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

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

October 24, 2019 at 4:30 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



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

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

By: _____
City Secretary's Office
City of Kingsville, Texas

MINUTES OF PREVIOUS MEETING(S)

OCTOBER 21, 2019

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, OCTOBER 21, 2019 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Deborah Balli, Interim City Manager
Charlie Sosa, Purchasing Manager
Diana Gonzales, Human Resources Director
Emilio Garcia, Health Director
Manny Salazar, EDC Director
Cynthia Martin, Interim Planning & Development Services Director
David Solis, Risk Manager

I. Preliminary Proceedings.

OPEN MEETING

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

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

Proceedings waived

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting- October 15, 2019

Special Meeting- October 16, 2019

Motion made by Commissioner Lopez to approve the minutes of October 15, 2019 and October 16, 2019 as presented, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Hinojosa, Leubert, Pecos, Fugate voting “FOR”.

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

1. None.

III. Reports from Commission & Staff.²

“At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to, the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Condemnation Update, 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, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."

Mrs. Courtney Alvarez, City Attorney announced that the next scheduled City Commission meeting is for October 28th at 5:00 p.m.

IV. Public Comment on Agenda Items.³

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

No public comments were made.

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)

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. **Consider a resolution authorizing the City to purchase 9.40 acres of land near NAS-Kingsville for encroachment prevention near the base pursuant to the State Defense Economic Adjustment Assistance Grant Program award and authorizing the Interim City Manager to execute any necessary documents on the City's behalf. (Purchasing Manager).**

Mr. Charlie Sosa, Purchasing Manager stated that this authorizes the City of Kingsville to purchase 9.40 acres of land near NAS-Kingsville for encroachment prevention near the base which will be reimbursed by the DEAG Grant.

Commissioner Hinojosa asked for a map showing properties that have been purchased by the City of Kingsville around Naval Air Station-Kingsville. Mr. Sosa responded that a map can be produced to him in a few days.

Mrs. Courtney Alvarez, City Attorney stated that when the city applied for the grant, Mr. Ginter had applied to initially try and purchase four properties. With this acquisition

tonight this would be three of the four properties. The fourth property owner was not willing to sale.

Mayor Fugate asked Mrs. Alvarez if she has had a chance to look at this to make sure that the sale is going to comply with the grant and the City not have any problems getting reimbursed. Mrs. Alvarez responded that she is not familiar with all the grants terms, but this was one of the properties that was initially proposed for acquisition.

Motion made by Commissioner Leubert to approve the resolution authorizing the City to purchase 9.40 acres of land near NAS-Kingsville for encroachment prevention near the base pursuant to the State Defense Economic Adjustment Assistance Grant Program award and authorizing the Interim City Manager to execute any necessary documents on the City's behalf, seconded by Commissioner Lopez.

Mayor Fugate commented that one of the concerns from the Governors office is that local entities were getting the money and not doing anything with it. He further stated that it is good that we are taking care of this now.

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

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:05 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

**City of Kingsville
Department**

TO: Mayor and City Commissioners

CC: Deborah Balli, Interim City Manager

FROM: Cynthia Martin, Interim Director of Planning & Dev. Services

DATE: October 22, 2019

SUBJECT: Request for alcohol variance for a Beer Retail Dealer's Off-Premise License (BF) and Wine Only Package Store Permit (Q) and Package Store Tasting Permit (PS) for the establishment known as Quality Licensing Corp. (Store #442) at 1133 General Cavazos Blvd.

Summary: The applicant, Quality Licensing Corp., is requesting this variance for the Walmart (Store #442) on General Cavazos Blvd.

Background: Walmart currently offers beer and wine for sale in store but needs to start over with new beer and wine permits to be able to offer in store tastings. Per City Ordinance § 11-3-4, which was adopted April 9, 2018, the sale of alcoholic beverages by a dealer whose place of business is within 300 feet of a church or public hospital or within 300 feet of a public or private school, daycare or childcare facility is prohibited, unless a variance is obtained from the City Commission. After performing research and physical inspection for the property at 1133 General Cavazos Blvd., it has been concluded that the property in question does fall into the 300 foot boundary of one school i.e. H.M. King High School and a public hearing and publication in the local newspaper is required.

Financial Impact: Walmart's ability to offer tastings is a move to increase their sales of beer and wine potentially increasing sales tax revenue.

Recommendation: Approve the alcohol variance as requested.



CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1133 General Cavazos Boulevard Nearest Intersection _____
Kingsville, Kleberg County, Texas

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Stan Strickland, Agent/Attorney for
Quality Licensing Corp. (Store 442) Phone 512.480.5100 FAX 512.322.0301

Email Address (for project correspondence only): sstrickland@mwlaw.com; kllowers@mwlaw.com

Mailing Address 500 W. 5th Street, Suite 1150 City Austin State Texas Zip 78701

Property Owner Quality Licensing Corp. Phone 512.480.5100 FAX 512.322.0301

Email Address (for project correspondence only): sstrickland@mwlaw.com; kllowers@mwlaw.com

Mailing Address 500 W. 5th Street, Suite 1150 City Austin State Texas Zip 78701

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

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

Please provide a basic description of the proposed project:

Alcohol Variance

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

Stan Strickland, Agent/Attorney for Quality Licensing Corp.

Applicant's Signature _____

Date: 10/2/2019

Property Owner's Signature _____

Date: _____

Accepted by: _____

Date: _____

Walmart

received
9-13-19

TEXAS ALCOHOLIC
BEVERAGE COMMISSION
From: 10/20/2017 to: 10/20/2017

OFF-PREMISE PREQUALIFICATION PACKET

L-OFF
(12/2017)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☒ Original

☐ Reinstatement

License/Permit Number

☐ Change of Licensed Location

License/Permit Number

2. Type of Off-Premise License/Permit

☐ BQ Wine and Beer Retailer's Off-Premise Permit

☐ LP Local Distributor's Permit

☒ BF Beer Retail Dealer's Off-Premise License

☐ E Local Cartage Permit

☐ P Package Store Permit

☐ ET Local Cartage Transfer Permit

☒ Q Wine Only Package Store Permit

☒ PS Package Store Tasting Permit

3. Indicate Primary Business at this Location

☒ Grocery/Market

☐ Convenience Store without Gas

☐ Liquor Store

☐ Miscellaneous

☐ Convenience Store with Gas

4. Trade Name of Location

Quality Licensing Corp. (Store #442)

5. Location Address

1133 General Cavazos Boulevard

City

Kingsville

County

Kleberg

State

TX

Zip Code

78363

6. Mailing Address

500 W. 5th Street, Suite 1150

City

Austin

State

TX

Zip Code

78701

7. Business Phone No.

512-480-1100

Alternate Phone No.

E-mail Address

sstrickland@mwlaw.com

OWNER INFORMATION

8. Type of Owner

☐ Individual

☒ Corporation

☐ City/County/University

☐ Partnership

☐ Limited Liability Company

☐ Other

☐ Limited Partnership

☐ Joint Venture

☐ Limited Liability Partnership

☐ Trust

9. Business Owner/Applicant

Quality Licensing Corp., 508 S.W. 8th Street, Bentonville, AR 72712

10. Are you, the applicant a veteran-owned business? ☐ Yes ☒ No

11. Are you, the applicant a Historically Underutilized Business (HUB)? ☐ Yes ☒ No



CITY OF
KINGSVILLE

MEMORANDUM

Date	Thursday, August 29, 2019
To	Mary Valenzuela, City Secretary
From	Engineering Department
Subject	Alcohol License for 1133 General Cavazos

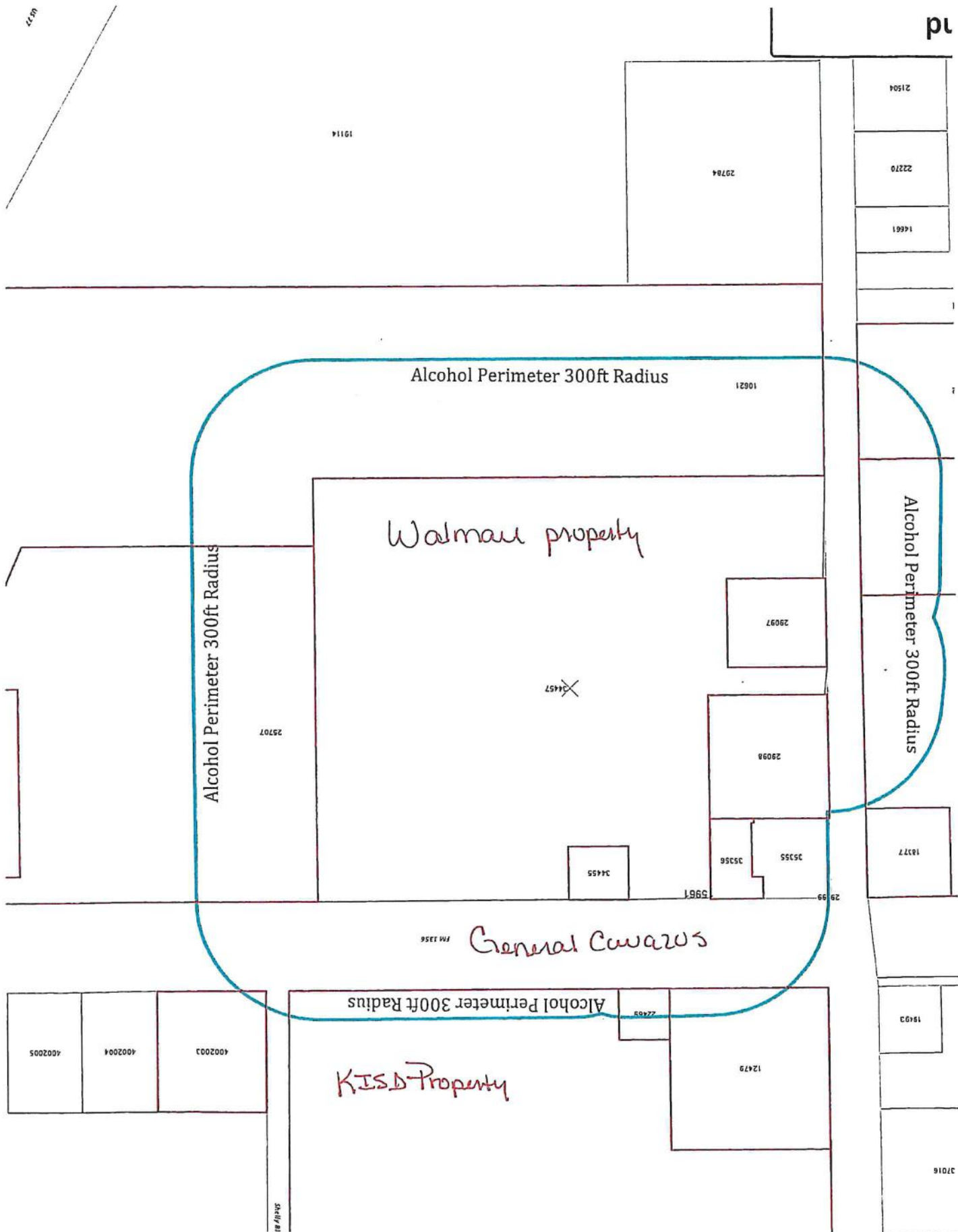
Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at **1133 General Cavazos**, we have concluded that the property in question does fall within the 300ft boundary of **1 school**; therefore, it will require a variance according to City Ordinance sections 11-3-4. Notices must be sent to the property owners within the 300-foot boundary and a public hearing and publication in the local newspaper is required.

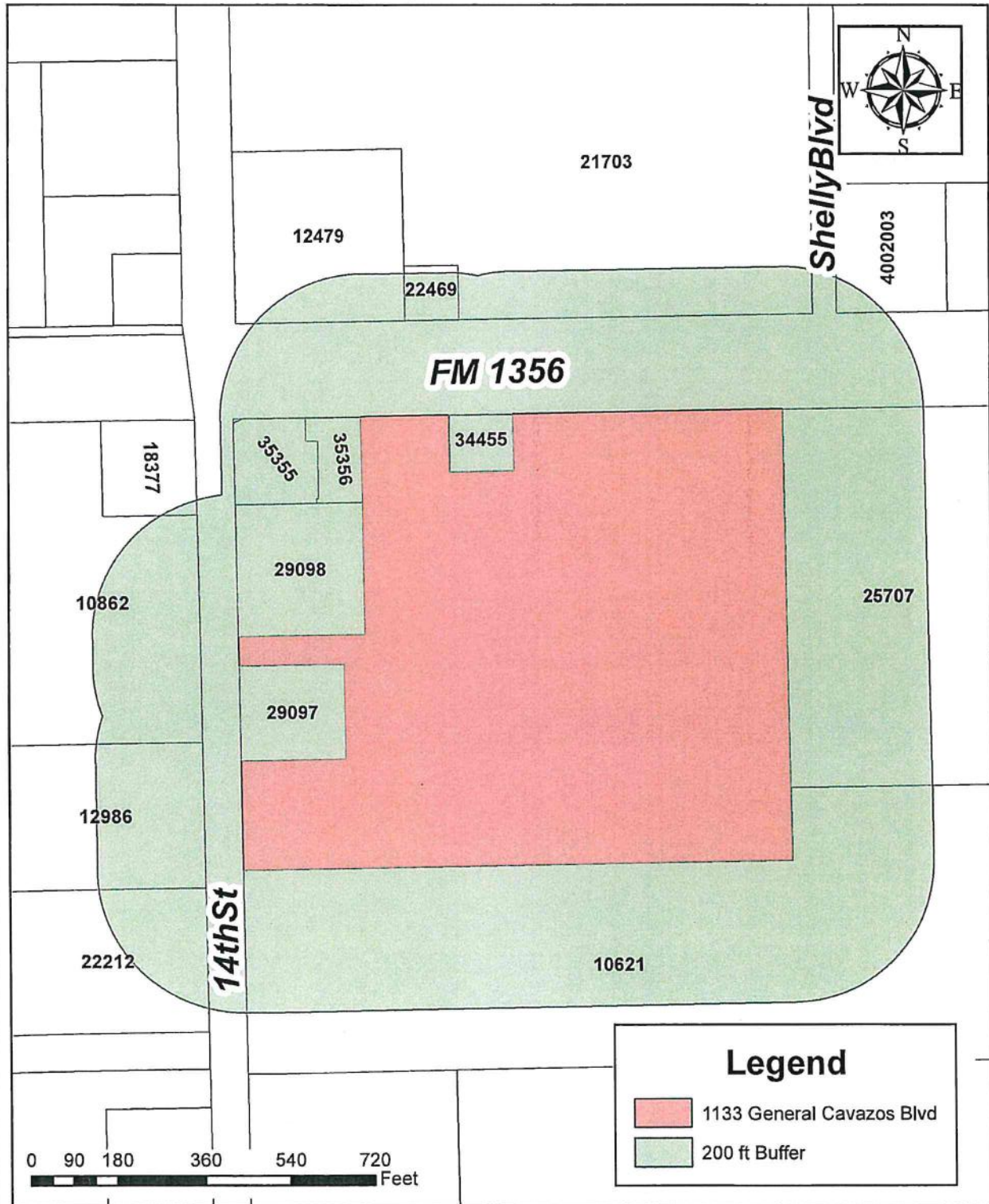
Thank You,

Engineering Department

Attachment 1 shows the property and the relative location of the **1 school**; suspected to be close to the property. **H.M. King High School** is within the 300-foot boundary. All properties within the 300-foot boundary are shown with their short Property ID by the Kleberg Appraisal District.



300 ft Buffer Map of 1133 General Cavazos Blvd



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\Buffer Map.mxd

Page 1 / 1	Drawn By: Planning Department	<p>DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055</p>
	Last Update: 10/9/2019		
	Note:		

AEP TEXAS CENTRAL COMPANY
ATTN: TAX DEPT, 27TH FLOOR
%SCOTT BIBLE
PO BOX 16428
COLUMBUS, OH 43216-6428
#12479

COLE AN PORTFOLIO VI LLC
% MARVIN F POER & COMPANY
PO BOX 52427
ATLANTA, GA 30355
#18377

KING BORDEAUX INVESTORS LTD
% TARANTINO PROPERTIES INC
7887 SAN FELIPE ST
STE 237
HOUSTIN, TX 77063-1621
#22212

KINGSVILLE GROUP LLC
11540 S WILCREST BLVD
HOUSTON, TX 77099
#29098

PAUL M WEST
489 N COUNTY ROAD 1050
KINGSVILLE, TX 78363-8923
#10621

CITY OF KINGSVILLE
PO BOX 1458
KINGSVILLE, TX 78364-1458
#22469

HUBERT GOLDIA B MARITAL TRUST
GOLDIA & LAVERNE HUBERT (CO-
TR)
870 E FM 772
RIVIERA, TX 78379
#10862

KINGSVILLE SHOPPING CENTER
L.C
3109 NORTH ST MARY'S STREET
SAN ANTONIO, TX 78212
#35355

NAVY ARMY FEDERA LCREDIT
UNION
PO BOX 81349
CORPUS CHRISTI, TX 78468-1349
#29097

KINGSVILLE LAND AND
DEVELOPMENT COMPANY LTD
19787 IH-10 WEST, STE 201
SAN ANTONIO, TX 78257
#4002003

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

JESTER TRAILS APARTMENTS LTD
ETAL
3730 FM 1960 RD W
STE 300
HOUSTON, TX 77068-3509
#12986

INFINITY NINE AT KINGSVILLE
LLC
% WILLIAM B BRADEN
16607 BLANCO RD STE 803
SAN ANTONIO, TX 78232
#35356
CHRISTUS SPOHN HOSPITAL
KLEBERG
% PROP TAX APPEAL & SERVICE CO
729 W FM 1961
YORKTOWN, TX 78164
#25707

Scorpion activity on the rise

Residents continue to express concerns over an infestation of scorpions throughout their homes. Last year, the majority of calls were from the Ricardo/Rivera area. So far this year, calls have included Kingsville and Sarita residents.

Extension entomologists believe that weather plays a key role in scorpion numbers. They indicate that long periods without rainfall followed by some rain are believed to contribute to an increase in scorpion activity.

Approximately 90 species of scorpions have been identified in the United States, and 18 of those species live in Texas. The striped bark scorpion is by far the most common in the Lone Star State and the species that is most likely to be encountered by humans.

The basic color varies from yellow to tan in adults. Regardless of the color, two black stripes run the length of the scorpion's back. The striped bark scorpion can also be identified by the slender pincer-bearing arms and a long, thin tail. The male's tail is slightly longer than the female's tail. However, both the

male and female have a bulb-like poison gland or stinger on the end of their tail.

The five-segmented tail can be arched over the pest's back when the scorpion is moving, feeding or threatened. These creatures feed on small insects, spiders, centipedes, other scorpions and earthworms.

The sting from Texas scorpions produce only moderate reactions in most people because the poison has little effect on the nervous system. However, a person who is stung by a scorpion should be watched closely for adverse reactions. If swelling and/or pain persist or breathing difficulties occur, immediate medical attention is necessary. Scorpions with even relatively low poison levels can produce severe reactions in young children and in adults allergic to the toxin.

Scorpions are very prolific, making them extremely difficult to control with insecticides alone. The average litter size of the striped bark scorpion is 31. Not only are they prolific, the striped bark scorpion lives for four or five years. Effective control comes with a strategy that modifies the area surrounding the home and includes the following steps:

- Removal of all trash, logs, stones, bricks and other objects from around the home;
- Keeping the grass mowed near the

home and pruning overhanging tree branches (tree branches often provide a path to the roof for scorpions);

- Installation of weather stripping around loose fitting doors and windows;
- Plugging weep holes in brick veneer homes with small squares of wire mesh and also applying an insecticide dust to brick veneer weep holes; and
- Caulking around any cracks in the home.

There are several chemical products available to homeowners for scorpion control, and these products can be obtained wherever lawn and garden supplies are purchased. Insecticides containing active ingredients such as permethrin, cyfluthrin, cypermethrin, lambda-cyhalothrin, deltamethrin, bifenthrin and others are recommended for homeowners.

In addition to the control strategies listed above, applying the insecticide around the foundation of the house and up to one foot above ground level in the exterior walls will aid in control. Also, applying pesticides around doors, windows, eaves and other points of entry will help eliminate entry from this pest. As always, when applying any insecticide follow the directions on the product for dosage, mixing and application methods.

De La Paz and Villarreal wedding



Sarah Monique De La Paz and Bobby Villarreal were wed Sept. 5, 2019 at Waimanalo Bay Beach, Hawaii. The bride is the daughter of Eloy De La Paz and Dione Diane Moore. The groom is the son of Frank and Janie Villarreal. (Submitted photo)

2019 tax notices mailed to residents

Submitted Item

Kleberg County Tax Assessor-Collector Melissa T. De La Garza announced this week that her office has mailed the 2019 Kleberg County tax statements. If a property owner has not received their tax statement, please notify the Kleberg County Tax Office in case of an incorrect address.

The tax office collects for Kleberg County, the City of Kingsville, South Texas Water Authority, Kingsville ISD, Ricardo ISD, Riviera ISD and Santa Gertrudis ISD.

The deadline for payment

of the 2019 taxes is Jan. 31, 2020 to avoid penalty and interest. Partial payments are accepted. Visa, Mastercard, Discover and American Express are also accepted, however a 2.95 percent processing fee does apply.

Taxpayers may also mail their payments to P.O. Box 1457 Kingsville TX 78364-1457 or pay online at www.texasonline.com.

Tax office hours are from 8 a.m. to 4:30 p.m. For more information, contact the Kleberg County Tax Office at 700 E. Kleberg Ave. or call (361) 595-8542.

Meeting set to discuss protecting Baffin Bay's natural resources

Baffin Bay supports some of the highest recreational and commercial fishery landings in Texas. Covering some 84.56 square miles between Kennedy and Kleberg counties in South Texas, it also contains critical habitat for migratory birds and other wildlife and is surrounded by a thriving agricultural community. Current water quality impairments and degradation threaten its health and future.

An existing local Baffin Bay Stakeholder Group, consisting of fishermen, landowners, farmers, ranchers, business owners, local government and agencies, would like to expand protection efforts. The development of a locally driven plan for voluntarily addressing issues through a unified approach provides an advantage when seeking funding for improvement projects. Please

join us and share feedback on your vision for the future of Baffin Bay.

Items to be discussed are: presentation on Baffin Bay's importance and overview of watershed protection planning process and presentation on past, current and upcoming research efforts.

There will be breakout sessions so community members can provide input and set priorities. The group will then start setting short and long-term goals. The final act will be a call for Baffin Bay Stakeholder Group subcommittee members.

So mark your calendars for this very important meeting on Wednesday, Oct. 16 from 6 to 8 p.m. at the Dick Kleberg Park recreational building.

Sponsors include Coastal Bend Bays and Estuaries Program, Texas Commission on Environmental Quality, the Environmental Protection Agency, City of Kingsville, and Sea Grant Texas at Texas A&M University.

Robert Schmidt

Kleberg-Kennedy Soil and Water Conservation District

Area restaurant scores released

Submitted Item

The City of Kingsville City-County Health Department has released food inspection scores for the period of Sept. 23 - Oct. 4.

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 demerit system, as per The Texas Food Establishment Rules. There are two types of violations.

Critical violations are five and four points demerits per violation and non-critical violations are three points demerit violations.

Critical violations are improper practices and actions

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

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

Big Events Cakes and More - 100
Dollar General (N. 14th) - 100
The Donut Palace - 100
El Columbian Mobile Food Unit - 100

El Tio Guero Mobile Food Unit - 100
Koval Calf - 100
Rock's Discount Vitamin and More - 100
Whataburger (N. 14th) - 100
Baffin Bay Rod & Gun (Riviera) - 99
Kingsville Bakery - 99
Kleberg County Senior Center - 99
La Quinta - 99
VIP Adult Daycare - 99
Walmart/Murphy USA - 99
Wing Stop - 99
Baffin Bay Convenience Store (Riviera) - 98
Knights of Columbus (N. 14th) - 98
Rise Up Nutrition - 98
Blue Ribbon Deli/Coffee Bar - 97
The Fisherman's Market (Riviera) - 97
Margaritaville - 97
Kingsville Nursing /Rehab - 96

Taco Bell - 96
Burger King (Riviera) - 95
Casa de Tacos - 95
Kleberg County Nursing/Rehab - 95
Circle K Stores - 94
Quality Inn - 94
Nucky's Mobile Food Unit - 93
Chicken Express - 92
Kingsville Food Mart - 92
Asian Buffet - 87,

shredded lettuce and tomatoes, fresh fruit and wheat tortilla.

Wednesday: Sloppy joes, ranch style beans, cabbage polonaise, fruit cocktail with mandarin oranges and wheat hamburger buns.

Thursday: Beef stew with vegetables, creole green beans, whole kernel corn, ambrosia fruit and biscuit.

Friday: Deviled chicken salad, marinated garden salad with penne pasta, spinach cheese salad, fruit for salad and wheat crackers.

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

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 Oct. 14-18.

Menu may change without notice.

Monday: Closed for Columbus Day.

Tuesday: Chicken fajitas with bell pepper and onions, seasoned pinto beans,

BROKEN PROMISES 2019

Come join us for our 19th Annual Broken Promises

Starting on Friday, October 11 at 7:00 p.m., we will be having Javier Galvan from San Antonio, Texas, along with Coastal Skies with Rebecca Gonzalez, who will be ministering our praise and worship.

On Saturday, October 12 at 7:00 p.m., our special guest will be Apostle Pedro Tamayo from Indiana. On Sunday, October 13, at 10:30 a.m., Henry Gonzalez from Burleson, Texas will be bringing the word, followed by Pastor Enrique Molina from Praise Victory in Monterrey, Mexico at 7:00 p.m. Along with Broken Promises, we will also be celebrating 25 years as a ministry. Come out and help us recognize our 25 years of blessings, spiritually refresh on great music and word from God. Be Blessed and nothing less for you are a child of the most high God.



Praise VICTORY CHURCH
Pastors Trino & Adela Gonzalez
1800 E. Corral Ave., Kingsville Church: (361) 592-5354

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, October 28, 2019 at 5:00 P.M. to discuss and/or take action on the following item:

Request for an alcohol variance for a Beer Retail Dealer's Off-Premise License (BF) and Wine Only Package Store Permit (Q) and Package Store Tasting Permit (PS) for the establishment known as Quality Licensing Corp. (Store #442) at 1133 General Cavazos Boulevard, Kingsville, Texas.

The meeting will be held at City Hall, 400 West King, Kingsville, Texas 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.

CONSENT AGENDA

AGENDA ITEM #1

**City of Kingsville
Department**

TO: Mayor and City Commissioners
CC: Interim City Manager, Deborah Balli
FROM: Interim Director of Planning & Dev. Services, Cynthia Martin
DATE: October 2, 2019
SUBJECT: Rezoning request from Ted Figueroa to rezone 1120 E Sen. Carlos Truan from R3 Multi-family to C2 Retail District

Summary: Ted Figueroa, La Mision Restaurant and Entertainment Center LLC, would like to purchase and occupy the property at 1120 E Sen. Carlos Truan from the Rio Texas Conference of the United Methodist Church based in San Antonio. In order to occupy the former church building as a restaurant and entertainment center, he needs to rezone to C2 Retail District.

Background: The former Kingsville United Methodist Church building, now vacated, occupies on the site. Attached is a letter from the Rio Texas Conference acknowledging the pending purchase of this property. The abutting commercial properties are zoned C2.

Financial Impact: As a church, this property was not on the tax rolls.

Recommendation: The property fronts onto Business Hwy 77 with abutting properties zoned C2 so rezoning the property to C2 would fit. The Planning and Zoning Commission met and voted 6-0 to recommend approval of the rezoning.



To: Planning and Zoning Commission Members

From: Cynthia Martin, Interim Director Planning & Dev. Services

Date: September 23, 2019

Subject: Rezoning request from Ted Figueroa to rezone 1120 E Sen. Carlos Truan from R3 Multi-family to C2 Retail District – Agenda items 1 and 2

Ted Figueroa, La Mision Restaurant and Entertainment Center LLC, would like to purchase and occupy the property at 1120 E Sen. Carlos Truan from the Rio Texas Conference of the United Methodist Church based in San Antonio. The former Kingsville United Methodist Church building, now vacated, occupies on the site. Attached is a letter from the Rio Texas Conference acknowledging the pending purchase of this property. The use of the building as a restaurant and entertainment center requires rezoning the property from the current residential zoning to commercial. The abutting commercial properties are zoned C2 so it makes sense to rezone this property to C2 as well.

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1120 E. San Carlos Truan Nearest Intersection 14th + Leaser

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation R3 Future Land Use Plan Designation C2

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent TEA FIGUEROA Phone 361-675-0016 FAX _____

Email Address (for project correspondence only): tedfigueroa@hotmail.com

Mailing Address 1116 S. Circle Dr. City Kingsville State TX Zip 78343

Property Owner Rio Texas Conference Phone 210-408-4500 FAX _____

Email Address (for project correspondence only): www.riotexas.org

Mailing Address 16400 Huebner Road City San Antonio State TX Zip 78248

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

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

Please provide a basic description of the proposed project:

Restaurant + Venue Center

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

Applicant's Signature [Signature] Date: 9-5-19

Property Owner's Signature _____ Date: _____

Accepted by: _____ Date: _____



16400 Huebner Road San Antonio TX 78248 210-408-4500 www.riotexas.org

September 3, 2019

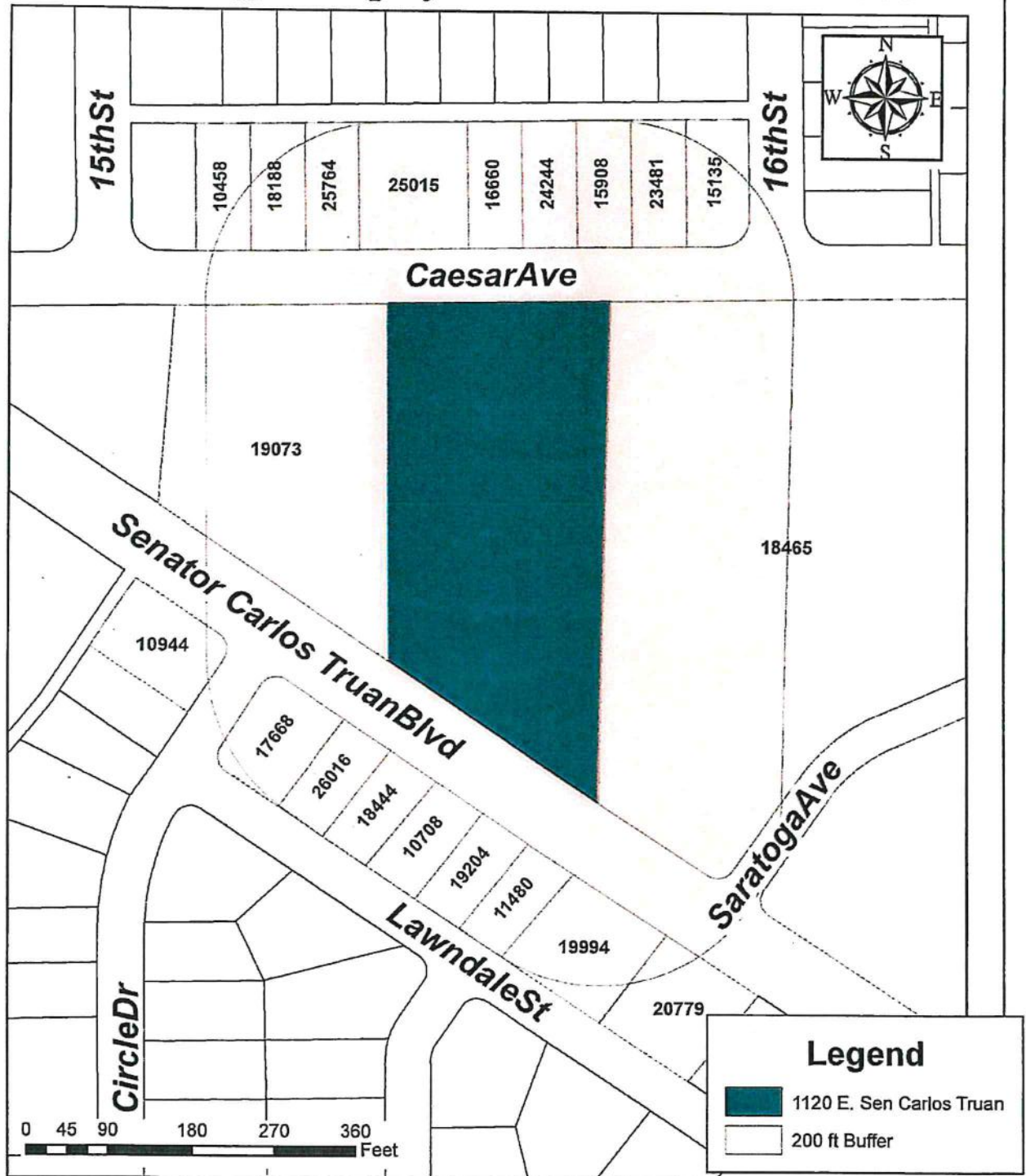
To Whom It May Concern,

La Mision Restaurant and Entertainment Center LLC will be purchasing 1120 Carlos Traun Blvd., the former Kingsville Christ United Methodist Church from the Rio Texas Conference. To our knowledge, there are no deed restrictions for the transition from residential to a commercial property.

Sincerely,

Kendall Waller
Treasurer

200 ft Buffer Map of 1120 E Sen. Carlos Truan



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\Buffer Map.mxd

Page 1 / 1	Drawn By: Planning Department	<p>DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055</p>
	Last Update: 9/9/2019		
	Note:		

GUADALUPE A FERNANDEZ
LEONOR G FERNANDEZ
PO BOX 1795
KINGSVILLE, TX 78364-1795
#10458

MARTHA M MENDOZA
1118 E CAESAR AVE
KINGSVILLE, TX 78363-6613
#25015

PATRICIA CAMPBELL
1202 E CAESAR AVE
KINGSVILLE, TX 78363-6615
#15908

HALEIGH RENTALS LLC
218 S 14TH ST
KINGSVILLE, TX 78363-5839
#19073

JOHN C TABB
1102 LAWDALE DR
KINGSVILLE, TX 78363-6835
#17668

JESUS BAUTUSTA HERNANDEZ
PO BOX 1717
KINGSVILLE, TX 78364-1717
#10708

DAVID J SMOLIK
300 BURKHARDT RD
DRUMMONDS, TX 38023-7208
#19994

BERNARD E BRYANT
1106 E CAESAR AVE
KINGSVILLE, TX 78363-6613
#18188

SARA G DOMINGUEZ EST
ETVIR RUDY A
1124 E CAESAR AVE
KINGSVILLE, TX 78363-6613
#16660

ELISHIA R TAUB
ETVIR MICHAEL B
1206 E CAESAR AVE
KINGSVILLE, TX 78363-6615
#23481

VICTORIA-KINGSPONTE LLC
3730 CYPRESS CREEK PKWY
SUITE 300
HOUSTON, TX 77068
#18465

ROLDAN PENA
1108 LAWDALE DR
KINGSVILLE, TX 78363-6835
#26016

BABE JOHNSON
1122 LAWDALE DR
KINGSVILLE, TX 78363
#19204

ALONZO LOPEZ SR EST
1208 LAWDALE
KINGSVILLE, TX 78363
#20779

SHIRLEY L STERNADL
202 REEF AVE
APT 402
CORPUS CHRISTI, TX 78402-1635
#25764

ANITA ROJAS
EMILIO GARCIA
1128 E CAESAR AVE
KINGSVILLE, TX 78363-6613
#24244

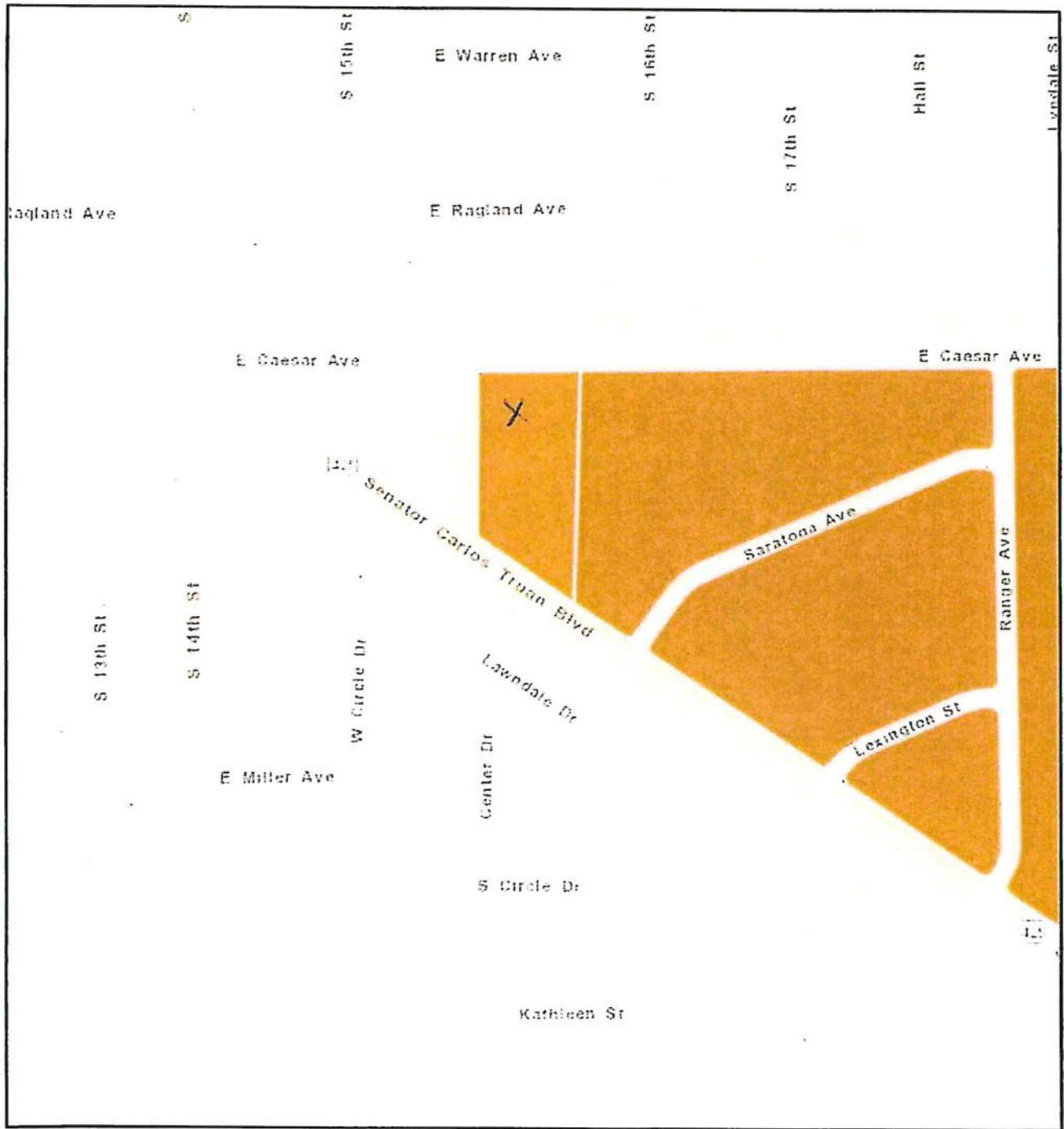
ELOY PEREZ EST
1210 E CAESAR AVE
KINGSVILLE, TX 78363-6615
#15135

LUCILLE TORRES TIJERINA
ETVIR FORTUNATO
1201 W CIRCLE DR
KINGSVILLE, TX 78363
#10944

LISA HERNANDEZ
1728 LAWDALE DR
KINGSVILLE, TX 78363-6850
#18444

REBECCA SUE THORPE
7810 RUBY AVE
WISC RAPIDS, WI 54494-9735
#11480

	R1	R2	R3	R4	MH	C1	C2	C3	C4	I1	I2	A
Tire recapping and retreading shop									S	P	P	
Wrecking or salvage yards for auto or parts									S	S		
Storage of autos							S	S	P	S	P	
<i>Retail or Related Uses</i>												
Antique or collectable shop						S	S	P	P			
Art supply store						S	P	P	P			
Animal clinic or pet hospital, no outdoor pens							P	S	P	P		
Animal clinic or pet hospital with outdoor pens							S		S	P	P	P
Bank or savings and loan						S	P	P	P			
Book or stationary store						S	P	P				
Barber or beauty shop						S	P	P	P			
Bakery or confectionery shop, retail sales (less than 2,500 square feet)						P	P	P	P			
Bakery, wholesale								S	P	P		
Brewpub							P	S	P	P	P	
Building materials sales							S	P	P	S		
Cafeteria or restaurant						S	X P	P	P	P	P	



August 28, 2019

X-1120 E Sen Carlos Truan
R3-Zoning

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



X-1120 E. Sen. Carlos Truan

Pink is C2 zoning

Kleberg CAD

Property Search > 19218 CHRIST METHODIST CHURCH for Year Tax Year: 2019
2019

Property

Account

Property ID: 19218 Legal Description: K T & I CO, BLOCK 17, LOT OUT OF 3, (E X E M P T),
(CHRIST UNITED METHODIST CHURCH), ACRES 2.3
Geographic ID: 290001703103192 Zoning:
Type: Real Agent Code:
Property Use Code:
Property Use Description:

Location

Address: 1120 E SEN CARLOS TRUAN Mapsco:
Neighborhood: Map ID: 82
Neighborhood CD:

Owner

Name: CHRIST METHODIST CHURCH Owner ID: 16752
Mailing Address: 16400 HUEBNER RD % Ownership: 100.0000000000%
SAN ANTONIO, TX 78248-1693
Exemptions: EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$325,010	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$36,800	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$361,810	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$361,810	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$361,810	

Taxing Jurisdiction

Owner: CHRIST METHODIST CHURCH
% Ownership: 100.0000000000%
Total Value: \$361,810

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$361,810	\$0	\$0.00
CKI	CITY OF KINGSVILLE	0.830000	\$361,810	\$0	\$0.00
GKI	KLEBERG COUNTY	0.781450	\$361,810	\$0	\$0.00
SKI	KINGSVILLE I.S.D.	1.518900	\$361,810	\$0	\$0.00

WST	SOUTH TEXAS WATER AUTHORITY	0.086664	\$361,810	\$0	\$0.00
Total Tax Rate:		3.217014			
Taxes w/Current Exemptions:					\$0.00
Taxes w/o Exemptions:					\$11,639.48

Improvement / Building

Improvement #1: COMMERCIAL State Code: F1 Living Area: 2451.0 sqft Value: \$113,920

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	CH2G	EW5	1965	2451.0
ASP	ASPHALT (100%)	*		2012	17965.0

Improvement #2: COMMERCIAL State Code: F1 Living Area: 910.0 sqft Value: \$39,210

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	CH2G		1965	910.0

Improvement #3: COMMERCIAL State Code: F1 Living Area: 3699.0 sqft Value: \$155,420

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	OF2A	EW5	1965	3699.0
OP1	OPEN PORCH BASIC (20%)	*		1965	216.0
BRZ	BREEZEWAY (20%)	*		1965	279.0

Improvement #4: COMMERCIAL State Code: F1 Living Area: 620.0 sqft Value: \$16,460

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	OF3L	EW1	1965	620.0
OP1	OPEN PORCH BASIC (20%)	*		1965	27.0
STGG	STORAGE FRAME (GOOD)	*		2000	80.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	F1	F1	2.3000	87120.00	0.00	0.00	\$36,800	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$325,010	\$36,800	0	361,810	\$0	\$361,810
2018	\$321,080	\$36,800	0	357,880	\$0	\$357,880
2017	\$316,700	\$36,800	0	353,500	\$0	\$353,500
2016	\$268,560	\$36,800	0	305,360	\$0	\$305,360
2015	\$268,560	\$36,800	0	305,360	\$0	\$305,360
2014	\$268,560	\$36,800	0	305,360	\$0	\$305,360
2013	\$268,560	\$36,800	0	305,360	\$0	\$305,360
2012	\$268,560	\$36,800	0	305,360	\$0	\$305,360
2011	\$268,560	\$36,800	0	305,360	\$0	\$305,360
2010	\$268,560	\$36,800	0	305,360	\$0	\$305,360
2009	\$268,560	\$36,800	0	305,360	\$0	\$305,360
2008	\$268,560	\$36,800	0	305,360	\$0	\$305,360
2007	\$268,560	\$36,800	0	305,360	\$0	\$305,360
2006	\$268,560	\$36,800	0	305,360	\$0	\$305,360

...how they defined it was beyond our control."

"And I think in retrospect, if you've defined it at a rate 11 times higher than the state and four time higher than your region, you were pretty general and liberal in your definition," Crites said.

Bera said Crites brought his concerns regarding CCMR when she came onboard as the superintendent.

"And at the time, I listened to him, but I wasn't sure exactly what number we had submitted to the Texas Education Agency," she said. "And Mr. Garza's correct, (TEA) did not give any direction as to how we could identify

because we know what it is," he said. "Let's just call it what it is, be honest with ourselves and be proud of what we got. As we said before, the 'F' doesn't define us. But you know what? That 'C' pretty well defined us based on what we did, and I'll take it."

Crites said he was proud of "that 'C'" because it is based on improved scores and is something the district can document.

"So let's be honest with ourselves and call it what it is," he said. "It's a 'C,' and it's a good 'C' and it's an honest 'C,' and that ought to be our standard."

Anthony Ruiz can be contacted at aruiz@king-ranch.com or (361) 221-0251.

PUBLIC HEARING NOTICE

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

Ted Figueroa, applicant, requesting the rezone of KT & I CO, BLOCK 17, LOT OUT OF 3 also known as 1120 E. SEN CARLOS TRUAN, Kingsville, Texas from R3 (Multi-Family) to C2 (Retail 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.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, October 14, 2019 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

Ted Figueroa, applicant, requesting the rezone of KT & I CO, BLOCK 17, LOT OUT OF 3 also known as 1120 E. SEN CARLOS TRUAN, Kingsville, Texas from R3 (Multi-Family) to C2 (Retail 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 City Secretary at (361) 595-8002.

of Giving," Perez said. "And through that Day of Giving, (the donations) are going to be doubled. So anybody who gives on that night or for the next several weeks, it goes toward that specific gym, and the donation is going to be doubled through that Day of Giving. So that's pretty good."

The deadline to RSVP for the event is Sept. 20.

The event will include a cake auction, a social hour with drinks available for at-

to help us with this. And we're looking for a level of sponsorship where you can have a plaque put up on the new gymnasium wall as being part of the giving procedure for the new gym. We're excited for it."

The event will take place on Sept. 26 at 6 p.m. at the BGCK gym on 1238 East Kenedy Ave.

Frank Cardenas can be contacted at fcardenas@king-ranch.com or (361) 221-0243.

PUBLIC HEARING NOTICE

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

Ted Figueroa, applicant, requesting the rezone of KT & I CO, BLOCK 17, LOT OUT OF 3 also known as 1120 E SEN CARLOS TRUAN, Kingsville, Texas from R3 (Multi-Family) to C2 (Retail 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.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Tuesday, October 15, 2019 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

Ted Figueroa, applicant, requesting the rezone of KT & I CO, BLOCK 17, LOT OUT OF 3 also known as 1120 E SEN CARLOS TRUAN, Kingsville, Texas from R3 (Multi-Family) to C2 (Retail 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 City Secretary at (361) 595-8002.

First Community Bank donates \$1,000 to ARK

By Anthony Ruiz
Reporter

First Community Bank presented a \$1,000 donation to Animal Rescue Kluberg last Thursday as part of the bank's Older's First Project, which recognizes organizations and charities that help communities in the Coastal Bend region.

Each year, First Community Bank asks its employees to nominate local organizations for the Older's First Project. The bank then selects three of the nominees each month and asks employees and local residents to show their support for an organization through social media likes, shares, comments and reviews.

The group with the highest number of social engagements receives a \$1,000 donation, which for September was Animal Rescue Kluberg. "First Community Bank is so pleased to recognize Animal Rescue Kluberg for the good work they do to our community," Brian Cordell, FCB senior vice president and Kingsville bank manager, said. "The volunteers who work tirelessly to make ARK successful should be proud of the work they do and we, as a community, applaud their efforts."

Founded in 1988, Animal Rescue Kluberg has worked to raise awareness for the potential welfare of animals while placing homeless and neglected cats and dogs into

permanent homes.

ARK Board President Jay Andrey said the donation would help with the organization's general expenses, such as food, cleaning supplies and medical bills.

"We haven't started any new projects yet," Andrey said. "But a donation like this means a lot. All of our funding is from donations and grants, whenever possible."

Animal Rescue Kluberg is located at 221 E. Houston Ave. and is open Mondays, Wednesdays and Fridays from 8:30-7 p.m. The organization can be found on online at Facebook.com/arkkingsville.

Anthony Ruiz can be contacted at ar@kingsville.com or (361) 221-0231.



First Community Bank recently presented Animal Rescue Kluberg with a \$1,000 donation through its Older's First Project. Pictured with FCB bank representatives and Kingsville Bank Manager Brian Cordell are ARK Board President Jay Andrey, board member Olivia Arevalo, vice-president Kati VanBears and treasurer Virginia Wynne. (Photo by Anthony Ruiz)

PUBLIC NOTICE

Explanatory Statements for the November 5, 2019 Constitutional Amendment Election

Proposition Number 1 (JR 12)

JR 12 proposes a constitutional amendment permitting an elected municipal judge to serve as a municipal judge in more than one municipality at the same time. This is an expansion of municipal judges, an elected municipal judge may not currently hold another municipal judge office. This amendment would allow an elected municipal judge to serve as a municipal judge in more than one municipality at the same time, in the same manner as appointed municipal judges.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment permitting a person to hold more than one office as a municipal judge at the same time."

Proposition Number 2 (JR 12)

JR 12 proposes a constitutional amendment authorizing the Texas Water Development Board to issue additional general obligation bonds in an amount that does not exceed \$200 million, for the economically distressed areas program. These bonds can only be used to provide financing for the development of water supply and sewer service projects in these economically distressed areas as defined by law.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment providing for the issuance of additional general obligation bonds by the Texas Water Development Board in an amount not to exceed \$200 million to provide financial assistance for the development of certain projects in economically distressed areas."

Proposition Number 3 (JR 14)

JR 14 proposes a constitutional amendment allowing the legislature to temporarily exempt from ad valorem taxation a portion of certain property located in an area covered by a disaster declaration of the governor. The proposed amendment would allow the legislature to prescribe the method of determining the amount of the tax exemption and the duration of the exemption and also would allow the legislature to create any additional eligibility requirements for the tax exemption.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment authorizing the legislature to provide for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property damaged by a disaster."

Proposition Number 4 (JR 14)

JR 14 proposes a constitutional amendment prohibiting the state from imposing or collecting an individual income tax, including an individual's share of partnership and unincorporated association income. There is no current constitutional bar on imposing or collecting an individual income tax.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment prohibiting the imposition of an individual income tax, including a tax on an individual's share of partnership and unincorporated association income."

Proposition Number 5 (JR 14)

JR 14 proposes a constitutional amendment that would automatically appropriate for non-revenue purposes from the portion of the state's tax revenue received on sales of sporting goods to the Texas Parks and Wildlife Department (TPWD) and the Texas Historical Commission (THC). The legislature would maintain the authority to determine the specific uses of the funds and their allocation between TPWD and THC.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment dedicating the revenue received from the existing state sales and use taxes that are imposed on sporting goods to the Texas Parks and Wildlife Department and the Texas Historical Commission to protect Texas' natural areas, water quality, and history by acquiring, managing, and improving state and local parks and historic sites while not increasing the rate of the state sales and use taxes."

Proposition Number 6 (JR 12)

JR 12 proposes a constitutional amendment authorizing the legislature to increase the maximum bond amount for the Cancer Prevention and Research Institute of Texas (CPRI) from \$3 billion to \$6 billion to be issued by the Texas Public Finance Authority (TPFA) was created in 2007 to promote and fund cancer research in Texas. CPRI uses bond proceeds to award grants for cancer research and prevention.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment authorizing the legislature to increase by \$3 billion the maximum bond amount authorized for the Cancer Prevention and Research Institute of Texas."

Proposition Number 7 (JR 15)

JR 15 proposes a constitutional amendment allowing increased distributions from \$300 million per year to \$500 million per year to the available school fund and also allowing the State Board of Education, the General Land Office, and other entities that manage revenue from land and other properties held in the permanent school fund to do-

pend certain revenue to the available school fund.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment allowing increased distributions to the available school fund."

Proposition Number 8 (JR 4)

JR 4 proposes a constitutional amendment creating the flood infrastructure fund on a special fund in the state treasury, using money appropriated from the economic stabilization fund. The flood infrastructure fund would provide additional resources to implement plans to mitigate flood damage. The proposed amendment would authorize the Texas Water Development Board to use money in the flood infrastructure fund to provide additional resources to implement plans to mitigate flood damage. The proposed amendment would authorize the Texas Water Development Board to use money in the flood infrastructure fund to provide additional resources to implement plans to mitigate flood damage.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment providing for the creation of the flood infrastructure fund to assist in the financing of drainage, flood mitigation, and flood control projects."

Proposition Number 9 (JR 15)

JR 15 proposes a constitutional amendment authorizing the legislature to create a property tax exemption for property that is in a permanent water conservancy located in this state.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment authorizing the legislature to exempt from ad valorem taxation property held in a permanent water conservancy located in this state."

Proposition Number 10 (JR 11)

JR 11 proposes a constitutional amendment authorizing the legislature to allow a state agency or public subdivision to transfer a law enforcement personnel to the agency's handler or another qualified caretaker in certain circumstances. Currently, the Texas Constitution prevents the transfer of certain public property, such as law enforcement animals, to a private person or organization at no cost. This amendment authorizes the legislature to allow the transfer of a law enforcement animal to a qualified caretaker in certain circumstances.

Proposition Number 11 (JR 11)

JR 11 proposes a constitutional amendment authorizing the legislature to allow a state agency or public subdivision to transfer a law enforcement personnel to the agency's handler or another qualified caretaker in certain circumstances. Currently, the Texas Constitution prevents the transfer of certain public property, such as law enforcement animals, to a private person or organization at no cost. This amendment authorizes the legislature to allow the transfer of a law enforcement animal to a qualified caretaker in certain circumstances.

Proposition Number 12 (JR 11)

JR 12 proposes a constitutional amendment allowing increased distributions from \$300 million per year to \$500 million per year to the available school fund and also allowing the State Board of Education, the General Land Office, and other entities that manage revenue from land and other properties held in the permanent school fund to do-

Rating

graduation in 2018, more than triple the state average of 4.2 percent.

That excellent rate, the article states, helped to boost accountability ratings by one or two letter grades. Kingsville ISD is mentioned in the article as one of the 10 percent of schools that earned the highest accountability ratings after adjustments to the 2018 student scores who put their names on a sign to show when a military recruit spoke at the high school.

Based on the article, Kingsville ISD is mentioned in the article as one of the 10 percent of schools that earned the highest accountability ratings after adjustments to the 2018 student scores who put their names on a sign to show when a military recruit spoke at the high school.

"You did a good job putting lipstick on the pig, but it's still a pig and we are one of the fastest pigs in the pen," Criss said.

Criss and the KSH "round the house" with the College Career and Military Readiness or CCMBR, an acronym, but trustee Gary Garcia said the district was not to blame as the TIA was vague with how it defined "intended results."

"It's a sad, 'You use it how you want,' Garcia said. "All I'm saying is the word 'intent.' Now, how they defined it was beyond our control."

"And I think an interesting story's defined it at a rate 11 times higher than the state and four times higher than your report, you were pretty person and liberal in your definition," Criss said.

Criss said Criss brought his concerns regarding CCMBR when she came onboard as the superintendent.

"And at the time, I listened to him, but I wasn't sure exactly what number we had submitted to the Texas Education Agency," she said. "And Mr. Garcia corrects me, it was not given any direction as to how we could identify

students that were military-ready."

In other quarters that I'm aware of, if a senior talked to a recruiter, they were considered military-ready. If a student went ahead and took the ASVAB, they were considered military-ready."

The Armed Services Vocational Aptitude Battery, or ASVAB, is a timed, multiple-choice test used to help potential recruits identify which military jobs would be right for them.

Criss said the KSH did "make sense at the time, I'm sure," when they sent military recruits to high school history classes.

"The only reason we didn't get a 'B' was because those scores from two years ago were able to bump our student achievement domain from a 70 to a 71," she said.

Criss said she had the district submit the state average of 4.2 percent submission rate, it accidentally being submitted had been a "C" with an overall score of 72.

"I would take an honest 'C' over a stated 'B' any day of the week, because that's something to be proud of," Criss said.

Criss said the "B" rating "sets a standard that's unrealistic to attain."

"Because we know what it's built on," he said. "Let's just call it what it is, be honest with ourselves and be proud of what we got. As we said before, the 'C' doesn't define us, but you know what? That 'C' pretty well defined us based on what we did, and I'll take it."

Criss said he was proud of "that 'C' because it's based on improved scores and is something the district can document."

"So let's be honest with ourselves and call it what it is," he said. "It's a 'C' and it's a good 'C' and it's an honest 'C' and that ought to be our standard."

Anthony Ruiz can be contacted at ar@kingsville.com or (361) 221-0231.

PUBLIC HEARING NOTICE

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

Ted Figueroa, applicant, requesting the rezoning of KT & I CO, BLOCK 17, LOT OUT OF 3 also known as 1120 E. SEN CARLOS TRUJAN, Kingsville, Texas from R3 (Multi-Family) to C2 (Retail 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.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, October 14, 2019 at 6:00 p.m., wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

Ted Figueroa, applicant, requesting the rezoning of KT & I CO, BLOCK 17, LOT OUT OF 3 also known as 1120 E. SEN CARLOS TRUJAN, Kingsville, Texas from R3 (Multi-Family) to C2 (Retail 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 City Secretary at (361) 595-8002.

PUBLIC HEARING NOTICE

The Zoning Board of Adjustment of the City of Kingsville will hold a Regular Meeting on Thursday, October 10, 2019 at 6:00 p.m. The following items will be presented for discussion and/or action:

ITEM NO. 2019-4: Howard Hal Ham, owner and applicant, requesting to appeal decision of administrative officer concerning Section 9.3.5 (A) The distance between the exterior limits of the place where such animal or poultry are kept and the exterior limits of the nearest dwelling occupied by any person other than the applicant, owner, or permit holder, shall be less than 100 feet except as otherwise provided located at CAD TECH, BLOCK 5, LOT 9 also known as 1201 E. Johnston, Kingsville, Texas.

The meeting will be held at City Hall, 400 W. 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.

Teachers



At top left, two students received \$1,000 scholarships during the Kingsville Teachers' Association luncheon held Monday. Pictured with KTC-RTA Scholarship Chair Rachel Smith-Santana is Bishop High School graduate Sarah Reyna. At top right, District 43 State Representative J.M. Loraño receives a certificate of recognition from KTC-RTA President Cindy Monzon. At right, TRTA President Patricia Macias talks about the 85th Texas Legislative Session and the '13th check' is supplemental pay for retired teachers to help with the rising cost of retirement expenses that was passed. (Photos by Anthony Ruiz)

As they were pushing for a cost-of-living adjustment.

"We haven't had a COLA in many years," she said. "But the problem with getting a COLA and a 13th check because of course we wanted both, was we needed to get our pension fund stable."

Macias said TRTA's next task is to make sure "the legislature, the schools and everyone keep their promise" to raise the pension COLA possibly by the next session.

"That's our goal," she said.

District 43 State Representative J.M. Loraño spoke during the luncheon as well. Loraño said his office received "the most phone calls and emails" on TRTA issues.

"There is a lot more work to be done, but it was a significant victory to make the fund actually sound, to get the 13th check. The next session we are going to continue moving the ball forward," Loraño said.

Also speaking during the meeting were TRTA First Vice-President Larry

Johnson, TRTA District 2 President Steve Tackett, Kingsville ISD Superintendent Elida Rera and ASRA representative John Bishop.

In addition, the KTC-RTA recognized HLM, King High School graduate Victoria Garza and Bishop High School graduate Sarah Reyna, who were each awarded \$1,000 scholarships.

Both students are currently education majors at Texas A&M University-Kingsville.

Additional facts can be contacted at arui@kingnews.com or (361) 221-0251.



Club

asking donors to purchase tables for the night, the organization wants to make it more about those who have helped them in the past.

"So this year, we're doing it a little bit different," he said. "We're doing it almost as a thank you to all of our funders and all of our supporters who have helped us in the past, and it's geared toward our gym. We are making it a free event to those who are invited."

Perez said although the barbecue ball will take place on Sept. 26, if community members want to donate earlier or on the day of the event, they can always do so online at kingsville.org/get-involved/ donate, and Perez said all donations given through November will have an added benefit through the Coastal Bend Day of Giving. The day of giving is an annual event hosted by the Coastal Bend Community Foundation.

"Anybody who gives during this time right now, what we are doing is we're going to put that donation toward our Day of Giving," Perez said. "And through that Day of Giving, the donations are going to be doubled. So anybody who gives on that night or for the next several weeks, it goes toward that specific gym, and the donation is going to be doubled through that Day of Giving, so that's pretty good."

The deadline to RSVP for the event is Sept. 28.

The event will include a cake auction, a social hour with drinks available for ad-

ditioners, performances by members of the BGCK and a guest speaker.

The guest speaker will be former tight end and long snapper for the Texas A&M University Aggies and Seattle Seahawks, and NASCBA pit crew member for Texas A&M, Ronnie Stutz.

Perez said the event will also play a major role in "leaving the chairs" for the eventual expansion of the organization in Kingsville.

"I think what we need to do is focus on that gymnasium," Perez said. "We're looking to have that second gym on our campus, more services, more activities, more games, and more sports for children in our community. You know, as it is right now we've had our one gym and we've kind of branched as to how many games and sports we can play at a time. So, with this second gym, we're hoping it's going to take us to another level and serve more children. And we're looking to begin this project in January of 2020 if we reach our goals, so we do want people to help us with this. And we are also doing a level of sponsorship where you can have a plaque put up on the new gymnasium wall as being part of the giving procedure for the new gym. We're excited for it."

The event will take place on Sept. 26 at 6 p.m. at the BGCK gym on 1234 East Kennedy Ave.

For tickets and more information, contact arui@kingnews.com or (361) 221-0251.

Cross

its previous church was destroyed in a hurricane. Yalton, 83, said he has been attending the church all his life.

"They kept me busy all of the time building stuff," he said. "And I wanted to finish this project before I get old."

Yalton said the idea originated from fellow parishioner Barbara Dyer after she saw a photograph of Pope John Paul II conducting a service in front of a large cross.

"And the said, 'I bet Fred could build one of those,'" he said.

After receiving the blessing of Rev. Valerius Ellappan and the church's central committee, Yalton said he contacted local contractor Vern Conkist regarding material and specifications.

"He gave me the dimensions. Ralph Hunt, he knew somebody in Houston who had these big timbers," he said. "And he and his son got it moved down here. I cut it out and did all of the painting."

With the help of Glenn Yalton, who provided a foundation, Fred Yalton said he was able to build and paint the cross, and the Nurses Home Co. assisted with the installation.

Fred Yalton said once completed and in the ground, the cross stood at 22 feet tall.

"But you always want it to be bigger," he said.



Fred Yalton stands in front of the 22-foot cross, a memorial cross he built with the help of his fellow parishioners outside of Our Lady of Consolation Church in Vietnam. (Photo by Anthony Ruiz)

Rex Ellappan said he hopes the cross will stand alongside the church for another century.

"It gives a positive message to the people," he said. "The cross, of course, is all ways a sign of sacrifice, of love, peace and joy. It's the vertical and the horizontal. The vertical is an invitation to God and horizontal is in-

be loving to the people."

A blessing for the cross was held prior to Sunday Mass on Sept. 15.

Our Lady of Consolation Church is located along Farm Road 628 south of Kingsville, about five miles east of Hwy. 77.

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

PUBLIC HEARING NOTICE

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

Ted Figueroa, applicant, requesting the rezoning of KT & I CO. BLOCK 17, LOT DUT OF 3 also known as 1120 E. SEN. CARLOS THUAN, Kingsville, Texas from R2 (Multi-Family) to C2 (Retail 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.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Tuesday, October 15, 2019 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and in which time all interested persons will be heard:

Ted Figueroa, applicant, requesting the rezoning of KT & I CO. BLOCK 17, LOT DUT OF 3 also known as 1120 E. SEN. CARLOS THUAN, Kingsville, Texas from R2 (Multi-Family) to C2 (Retail 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 City Secretary at (361) 593-8002.

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Tuesday, October 15, 2019 at 6:00 P.M. to discuss and/or take action on the following item:

Request for an alcohol variance for a Mixed Beverage Permit (MB) and Beverage Cartage Permit (PE) for the establishment known as Kingsville Steakhouse at 2215 BRAHIMA BLVD, Kingsville, Texas.

The meeting will be held at City Hall, 400 West King, Kingsville, Texas 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.

ORDINANCE #2019-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO KT&I CO, BLOCK 17, LOT OUT OF 3, ALSO KNOWN AS 1120 E. SENATOR CARLOS TRUAN BLVD., KINGSVILLE, TEXAS, FROM R3 (MULTI FAMILY DISTRICT) TO C2 (RETAIL DISTRICT); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Ted Figueroa, applicant, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, October 2, 2019 during a meeting of the Planning and Zoning Commission, at City Hall, and on Tuesday, October 15, 2019 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the item was APPROVED with a 6-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

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

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of KT&I Co., Block 17, Lot out of 3, also known as 1120 E. Senator Carlos Truan Blvd. from R3-Multi Family District to C2-Retail District, as more specifically described on the Zone Change Map, attached as Exhibit A.

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

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

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

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

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

INTRODUCED on this the 15th day of October, 2019.

PASSED AND APPROVED on this the 28th day of October, 2019.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

AGENDA ITEM #2

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Deborah Balli, I/City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 21, 2019

SUBJECT: Donation to Palmer Drug Abuse Program from Chapter 59 Funds

Summary:

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

Background:

I am in receipt of a letter from the Palmer Drug Abuse Program soliciting a donation for the Kingsville, Texas program. The Palmer Drug Abuse Program provides a proactive means in our continued battle against the abuse of drugs. We here at the City of Kingsville Police Department have a longstanding relationship with PDAP and would like to assist them in our goal.

Financial Impact:

Donation in the amount of **\$5,000.00** to assist PDAP with our mission to help young people and families recover from chemical abuse and addiction

Recommendation:

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





PALMER

DRUG ABUSE PROGRAM

3104 S. Alameda Street • Corpus Christi, TX 78404 • Tel. 361-887-8900

September 25, 2019

Chief Ricardo Torres
Kingsville Police Dept.
Emailed

Dear Chief Torres,

We are requesting the annual donation from Chapter 59 drug forfeiture funds to help continue funding our services for PDAP Kingsville. The number of people that we offer our services to in Kingsville continues to grow. We appreciate your continuous support from your office. Thank you in advance for your consideration.

We are a 501 c 3 non-profit organization and our tax i.d. # is 74-2200058.

With the blessing of PDAP,

Wade H. Fjeld
Executive Director

RESOLUTION #2019-_____

A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING THE RELEASE OF CHAPTER 59 FUNDS OF THE KINGSVILLE POLICE DEPARTMENT FOR DONATION TO THE PALMER DRUG ABUSE PROGRAM (PDAP) OF KINGSVILLE FOR DRUG ABUSE PREVENTION PROGRAMS.

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

WHEREAS, the Palmer Drug Abuse Program (PDAP) is a non-profit organization working to (1) turn the tide against drug and alcohol abuse in the Kingsville community and (2) make a positive statement to our young people about living a drug-free and alcohol-free lifestyle; and

WHEREAS, PDAP provided several hundred initial and follow-up appointments to community members of Kleberg County in recent years and worked with countless youth in Kingsville;

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

I.

THAT the City Commission authorizes the Kingsville Police Department to assist with a \$5,000.00 donation to the Palmer Drug Abuse Program (PDAP) to help educate young people about living a drug-free and alcohol-free lifestyle. PDAP will submit quarterly charitable contribution reporting forms to the Kingsville Police Department.

II.

THAT local elected representatives shall be encouraged to promote, endorse, and support Palmer Drug Abuse Program for the benefit of the community.

PASSED AND APPROVED by a majority vote of the City Commission on the 28th day of October, 2019.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Deborah Balli, I/City Manager

FROM: Ricardo Torres, Chief of Police

DATE: October 21, 2019

SUBJECT: Donation to Kingsville Boxing Club from Chapter 59 Funds

Summary:

The police department is in receipt of a request for a donation to Kingsville Boxing Club.

Background:

I am in receipt of a letter from the Kingsville Boxing Club soliciting a donation for the Kingsville, Texas program. The Kingsville Boxing Club of Kingsville is a non-profit organization that provides anti-drug programs to the youths of the city and the area by providing educational studies opportunities, athletic programs, field trips and other activities with a drug-free message that have a positive impact on the children of Kingsville. This donation will assist them in implementing their program to assist in the prevention of Alcohol, tobacco, and other drugs for our youth.

We here at the City of Kingsville Police Department have a longstanding relationship with the Kingsville Boxing Club and would like to assist them in our goal.

Financial Impact:

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

Recommendation:

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



**CITY OF KINGSVILLE
POLICE DEPARTMENT
APPLICATION FOR CHAPTER 59 DONATIONS
21 October 2019**

1. APPLICANT'S

NAME: Jaime Cantu

ADDRESS: 627 E. Miller Ave. Kingsville, Texas 78363

PHONE: 361-728-3955

2. ORGANIZATION'S

NAME: Kingsville Amateur Boxing Club Inc.

ADDRESS: 525 S. 12th St. Kingsville, Texas 78363

PHONE: Same

3. The Kingsville Boxing Club (a federally recognized 501(c) (3) Non Profit Organization) is applying for a grant to help and assist the club with its program. The club was formed with the intent of offering our youth an alternative from the streets. The club has grown considerable since its organization back in 1997. Currently the club allows all members of this community to attend and utilize its facilities with the purpose of getting fit and staying healthy. Members of the Kingsville Boxing Club who are registered with USA boxing are required to attend various classes throughout the year that teach and lecture on subjects such as; Drug and Alcohol Abuse, Dealing with Teen Pressure, Building one's Self Esteem, Nutrition and The United States Anti Doping Agency policy on drug use. Our instructor for those classes is a licensed and registered drug and alcohol counselor for the state of Texas. Speakers are invited to come in and share their experience with our athletes to help them better understand the consequences of abusing drugs and alcohol as well as giving motivational speeches to help our participants succeed. Pamphlets are located on site in the gym and are used to help educate our athletes in these various areas.

Our club is a very unique program that offers so many different types of character building programs (See List of Additional Programs). Our program has not only impacted the "At Risk" student but has also impacted those who want to volunteer and make a difference in our community.

Our club currently has no major sponsor and relies solely on the support of our community and organizations such as yours to continue our existence. The average cost per year to operate our club is \$15,000.00 (last 5 years).

We are requesting that a \$5,000.00 grant be awarded to our program to be used in the following manner:

1. **Money will be used to help our program continue to spread our Drug Free Message to members of our community (primarily our youth).**
2. **A portion of this grant will be used to purchase additional equipment needed to ensure that all participants are properly equipped to conduct their physical training.**
3. **All money will be used to directly impact our program. Our program has no paid staff and all money will be used to help operate our program.**

Approval of this grant is very important to our program. Without your organizations support, this program could not function in the manner that it has. Our program has received high praise from community leaders and members of our community. In addition, leaders from different communities have stated that they are very impressed with our program and believe that our community is fortunate to have a program like ours. It is directly because of your organization that we are as successful as we have been.

APPROVED: _____

RICARDO TORRES
CHIEF OF POLICE

DATE: _____ TIME: _____

List of additional programs run by the Kingsville Boxing Club

- **Drug, Alcohol and Substance abuse education** – Twice a month, a certified Drug and Alcohol Abuse Counselor conducts classes for all individuals.
- **Drug Awareness Information Give Away** – The Kingsville Boxing Club gives away for free, Educational Activity books and other items that focus on Drug Awareness and City Leadership. Participate in Red Ribbon Week
- **Anti-Bullying Campaign** – This past year, the boxing club initiated our Anti Bullying Campaign by handing out activity books, book markers and other items that talk about bullying. In addition, pamphlets about Sexting are also given out.
- **Knock Out HomeWork/Tutoring Program** – Once a week (Wednesdays) the Kingsville Boxing Club opens its doors and allows students from throughout the community to come in and get assistance with their homework or for tutoring. Additional days are made available at the students' request. (Most volunteers and tutors are from our local University)
- **Camp of Champs** – This program was established in 2008 and is a cost free camp that is geared towards children ages 8-14 and focuses on the importance of health, fitness, discipline and faith. (The same type of training is given on a daily basis and if there aren't enough participants, the program is run during normal training hours).
- **Training Facility** – Our facility has opened its doors to Law Enforcement Personnel as well as Military Personnel to use as a fitness center or an instructional facility.
- **Community Service** – Members of the Kingsville Boxing Club volunteer once a month to assist Senior Citizens whose alley ways are in violation of our city codes and they must be cleaned up. The club contacts the local enforcement office for a list of addresses. In addition, our club assisted with the city wide clean-up program.
- **Community Involvement** – The Kingsville Boxing club members volunteered for several different community events to include: National Night Out, Lil Oscar Day, and Motivational speaking for different organizations and supported a "Back to School" School Supply Drive. All of these events were free to the public to include food and drinks.

More information on the above subjects can be found in our website:
www.12thstreetgym.org

RESOLUTION #2019-_____

A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING THE RELEASE OF CHAPTER 59 FUNDS OF THE KINGSVILLE POLICE DEPARTMENT FOR DONATION TO THE KINGSVILLE AMATEUR BOXING CLUB, INC. FOR DRUG AND ALCOHOL PREVENTION PROGRAMS.

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

WHEREAS, the Kingsville Amateur Boxing Club, Inc. is a non-profit organization that provides anti-drug programs to the youths of the city and the area by providing athletic programs and other activities with a drug-free message that have a positive impact on the children of Kingsville;

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

I.

THAT the City Commission authorizes the Kingsville Police Department to assist with a \$5,000 donation to the Kingsville Amateur Boxing Club, Inc., to help educate young people about living a drug-free and alcohol-free lifestyle. The Kingsville Amateur Boxing Club, Inc. will submit quarterly charitable contribution reporting forms to the Kingsville Police Department.

II.

THAT local elected representatives shall be encouraged to promote, endorse, and support the Kingsville Amateur Boxing Club, Inc. in their efforts for the benefit of the community through drug abuse prevention programs.

PASSED AND APPROVED by a majority vote of the City Commission on the 28th day of October, 2019.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

RESOLUTION #2019-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND TEXAS A&M UNIVERSITY-KINGSVILLE RELATING TO VETERINARY TECHNOLOGY TRAINING PROGRAM; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") and Texas A&M University-Kingsville ("TAMUK") try to work together for the benefit of our community when able to do so; and

WHEREAS, City of Kingsville (City) operates the City-County Health Department (Health Department), which has an Animal Control Division; and

WHEREAS, Texas A&M University-Kingsville (TAMUK) has started a Veterinary Technology Training Program (Vet Tech Program) that teaches animal care techniques such as immunization, hygiene, and health evaluations; and

WHEREAS, TAMUK has a need for cats and dogs to use in the Vet Tech Program as the students will benefit from, and are required by the American Veterinary Medical Association to have real world experience with animals to enhance their hands-on studies, much like aspiring doctors and dentists practice with patients under the watchful care of a trained professional during their schooling curriculum; and

WHEREAS, TAMUK would not be performing experiments on the animals it would be loaned from the Health Department for the Vet Tech Program; and

WHEREAS, the City and TAMUK would both benefit from the local university students performing basic care skills on animals from the Health Department, as the students gain experience and the animals would be in a better condition for future adoption; and

WHEREAS, the City is not required to pay for these veterinary technologist services or supplies, but only needs to supply the animals and TAMUK has agreed to provide students and staff supervisors, space and supplies for this project via their Vet Tech Program; and

WHEREAS, the City Commission previously approved an Interlocal Agreement with TAMUK relating to the Veterinary Technology Training Program on February 23, 2015 via Resolution #2015-20 and on September 11, 2017 via Resolution #2017-57 and that agreement is in need of renewal; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with these terms; and

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Interlocal Cooperation Agreement Between the City of Kingsville and the Texas A&M University-Kingsville relating to Veterinary Technology Training Program 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
_____ 28th day of _____ October _____, 2019.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KINGSVILLE
AND TEXAS A&M UNIVERSITY KINGSVILLE
RELATING TO
VETERINARY TECHNOLOGY TRAINING PROGRAM**

WITNESSETH:

WHEREAS, City of Kingsville (City) operates the City-County Health Department (Health Department), which has an Animal Control Division; and

WHEREAS, Texas A&M University-Kingsville (TAMUK) has started a Veterinary Technology Training Program (Vet Tech Program) that teaches animal care techniques such as immunization, hygiene, and health evaluations; and

WHEREAS, TAMUK has a need for cats and dogs to use in the Vet Tech Program as the students will benefit from, and are required by the American Veterinary Medical Association to have real world experience with animals to enhance their hands-on studies, much like aspiring doctors and dentists practice with patients under the watchful care of a trained professional during their schooling curriculum; and

WHEREAS, TAMUK would not be performing experiments on the animals it would be loaned from the Health Department for the Vet Tech Program; and

WHEREAS, the City and TAMUK would both benefit from the local university students performing basic care skills on animals from the Health Department, as the students gain experience and the animals would be in a better condition for future adoption; and

WHEREAS, the City is not required to pay for these veterinary technologist services or supplies, but only needs to supply the animals and TAMUK has agreed to provide students and staff supervisors, space and supplies for this project via their Vet Tech Program; and

WHEREAS, the City Commission has previously approved several similar Interlocal Agreement with TAMUK relating to students performing engineering design work under staff supervision; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with these terms; and

NOW, THEREFORE, the City of Kingsville and Texas A&M University Kingsville, in consideration of these mutual covenants and agreements, agree as follows:

1. PARTIES. The parties to this Interlocal Agreement ("Agreement") are the City of Kingsville ("City"), a Texas home rule municipality, and Texas A&M University Kingsville ("TAMUK"), a member of the Texas A&M University System, a state agency, and Texas institution of higher education.

2. PURPOSE.

- A. TAMUK will perform veterinary technologist procedures on animals loaned from the City-County Health Department's Animal Control Center under certain conditions stated below.
- B. The City will provide TAMUK animals from the City-County Health Department's Animal Control Center for students to perform veterinary technologist procedures under the University staff's supervision
- C. The parties agree that the following conditions will apply:
 - 1. Animals are provided by City's Health Department for educational use by the students enrolled in the Veterinary Technology program at TAMUK. All educational and medical procedures must be approved by the University's Animal Care and Use Committee before they are implemented.
 - 2. Animals that are found to be aggressive, severely ill or are otherwise not fit for adoption may be returned to the Health Department or euthanized.
 - 3. The students are not provided with liability or medical coverage on or off campus by TAMUK. Injuries that may occur to a student are not covered by TAMUK or by the City-County Health Department, the City or the County. However, reasonable care will be taken by TAMUK to provide a safe environment and to educate the students on safety.
 - 4. City's Health Department is not responsible for any adverse effects that may occur to the animals as a result of educational or medical use of the animals.
 - 5. City's Health Department is not liable for costs or fees associated with the educational use of the animals.
 - 6. TAMUK is not held liable by City's Health Department for treatments, surgeries, and medications provided to the animals.
 - 7. It is further agreed that City's Health Department staff have only a limited time to evaluate the sociability and personality of each animal. Therefore, each student and faculty/staff member involved in the Veterinary Technology Program at TAMUK assumes the risk in working with the animal provided.

3. TERM.

- A. This Agreement shall be for an initial term of two years from October 28, 2019 through October 27, 2021. This Agreement will automatically renew at the end of the initial term for one (1) year renewal periods, until either party elects to terminate the agreement.
- B. This Agreement may be terminated at any time by any party with or without cause upon thirty (30) days advance written notice.
- C. Any notice of termination shall be sent to the other party to this interlocal agreement at the address listed in paragraph 4 of this agreement.

4. MISCELLANEOUS PROVISIONS.

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

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

Texas A&M University Kingsville
Attention: Provost and Vice President for Academic Affairs
955 University Blvd. MSC 102
Kingsville, Texas 78363-8202
Telephone: (361) 593-3106
Facsimile: (361) 593-3107

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

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

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

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

F. Immunities Not Waived. Nothing in this Agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers,

employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

S. Dispute Resolution: The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUK and the City of Kingsville to attempt to resolve any claim for breach of this agreement by either party that cannot be resolved in the ordinary course of business. City shall submit written notice of a claim of breach of contract under this Chapter to Director of Procurement and General Services of TAMUK, who shall examine City's claim and any counterclaim and negotiate with City in an effort to resolve the claim.

EXECUTED by Texas A&M University – Kingsville on the _____ day of _____, 2019.

Allen Rasmussen, Ph.D.
Provost and Vice President for Academic Affairs

ATTEST:

Martin Brittain
Assistant Provost

EXECUTED by the City of Kingsville on the _____ day of _____, 2019.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

REGULAR AGENDA

AGENDA ITEM #5

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Deborah Balli, Interim- City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: Monday, September 9th, 2019

SUBJECT: Discussion, consideration and authorization of barricade removal within alley between N 10th St & N 12th St.

Summary:

A resident submitted a request to the City for removal of a barricade in an alley between 12th, 10th, E Ave A and E Nettie Ave. The Engineering Department sent letters to residents along E Ave A between 10th & 12th St regarding the removal of the barricade that is located in the alley (Unopened road Vela Ave) South of E Ave A. From the 16 letters that were sent out to residents, 3 approved the removal, 4 opposed and 9 did not reply. The residents against were upset about the removal stating the barricade had been in place for the safety of their children that play in the area and if the barricade is removed, the area will be prone to high traffic and fast drivers making it a hazard for their children.

Background:

This barricade has been in place for over 20 years without a complaint from any residents in the area, however, some property owners are not able to access their property through the alley. The Engineering Department researched the archives for City Commission meetings from 1980- 1995 but was not able find any information regarding the installation of the barricade.

Financial Impact:

No financial impact.

Recommendation:

Attachments:

Letters to residents for barricade removal
Barricade removal map
Photo of barricade
Letter from resident requesting barricade removal



**City of Kingsville
Engineering Dept.**

Plat of Sims Addition
Status of approval vs denials responses from residents



Leotis Carter -R
601 E Ave A
Kingsville, TX 78363

Benilde Perales ✓
709 E Ave A
Kingsville, TX 78363

Johnny Martinez Jr
605 E Ave A
Kingsville, TX 78363

Guadalupe Hernandez ✓
713 E Ave A
Kingsville, TX 78363

Enrique Falcon x
609 E Ave A
Kingsville, TX 78363

Martin Marquez ✓
715 E Ave A
Kingsville, TX 78363

Luis Marquez x
615 E Ave A
Kingsville, TX 78363

Thomas Grijalva -R
717 E Ave A
Kingsville, TX 78363

Benito Garza -R
619 E Ave A
Kingsville, TX 78363

Elena Villarreal -R
723 E Ave A
Kingsville, TX 78363

Samuel Falcon -R
623 E Ave A
Kingsville, TX 78363

Connie Lopez
729 E Ave A
Kingsville, TX 78363

David Gaytan x
625 E Ave A
Kingsville, TX 78363

Marshall Bass -R x
631 E Ave A
Kingsville, TX 78363

Sylvia DeLaPaz Moya -R
701 E Ave A
Kingsville, TX 78363

Sandra Mendieta DeLeon
705 E Ave A
Kingsville, TX 78363

✓ - approved barricade removal

x - denies barricade removal

R - returned letter

To whom it may concern:

This letter is in reference to the barricade located in the alley of the 700 block of east Ave a. I have a concern and want for it to be removed. There are several reasons that this barricade can be a liability for the city because it prevents evacuation from this area and also prevents rescue that may be needed. It should also be a fire line which at the present time isn't serving its purpose. There is full entry access on both sides of this alley but this barricade is in the middle of the alley and allows no through exit on both sides of the alley. There are three residents with driveways located in the back. We have to use the entrance also as an exit which is a safety issue. There was an accident a few months ago where my neighbor needed an ambulance that was followed by a fire truck. They went through the alley and the ambulance and fire truck had to back up because there was no exit to the alley because of the barricade.

G. Neufurke
6/18/19

CITY OF KINGSVILLE



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

July 8, 2019

address

RE: Barricade Removal in an alley North of Tranquitas Creek

Dear Property Owner:

The Engineering Department has received a request to remove an existing barricade in the alley at or near the rear of your property. The barricade prohibits access in the alley between 10th and 12th Streets. In assessing the request for removal of the barrier, the City is seeking input from the citizens in the area affected by the request. Your input is important to the process, but it is not the sole determining factor in the process.

The City would like to know if you agree or disagree with removing the barricade. If the barricade is removed the alley will remain as an unimproved surface. Enclosed is a photo of the barricade and aerial picture of its location. Please submit your comments to my office at 361-595-8007.

If you have any questions let me know.

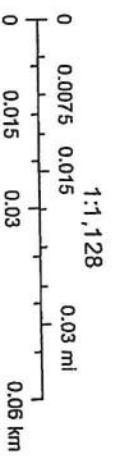
Sincerely,

Rutilio P. Mora Jr., P.E.
City Engineer

Cc: Aerial Map of Barricade
Photo of Barricade



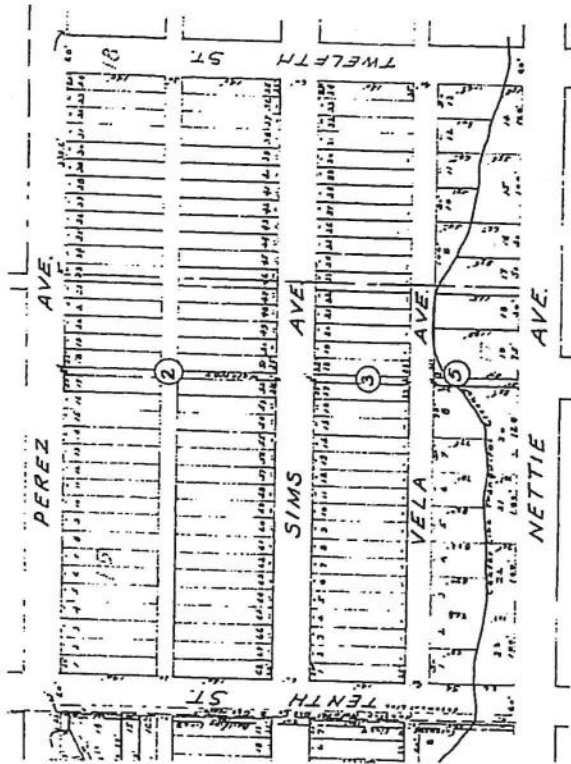
June 24, 2019



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

SIM'S ADDITION

Being the South East of the Lot 15 and the West End of the West and East of the Lot 16, Section 6, Township 10 North, Range 10 East, Kingsville, Texas, Surveyed by E. H. Sims, Surveyor, Kingsville, Texas, January 1944. Scale 1 in. = 100 ft.



I, Sims Jr., undersigned owner, do hereby certify that I have had the land shown on the plat of Form Lot 15, south of Perez Ave., Kingsville, Texas, and that part of Form Lot 17, lying north of West and Twelfth Sts., Kingsville, Texas, and the west 339.6 of Sims Jr.'s Subdivision, Kingsville, Texas, all in Section 6, Kingsville, Texas, and the hereby dedicated all streets, avenues, alleys and waterways, and there reserved however an easement on the West side of Tenth and 4 for a 6 inch gas main, owned by The Houston Natural Gas Company, or buildings of any nature whatsoever may be constructed closer than 10 feet from the line of said streets, and no curbs, sidewalks, or any other public improvements may be constructed in or across said easement without first consent of the above mentioned Gas Company, on their designs.

Witness my hand and seal of office on this 13th day of March A.D. 1944.

E. H. Sims Jr.

for me the undersigned authority, on this day personally appeared E. H. Sims Jr., the person whose name is subscribed to the foregoing declaration, and acknowledged to me that he executed the same for the purposes therein expressed.

Under my hand and seal of office on this 13th day of March A.D. 1944.

J. H. Kidd Jr., Notary Public, Kingsville, Texas.
My Commission expires June 1, 1945.

27404

Filed for Record
at 4:30 O'clock P.M.
May 8, 1944

By *B. B. Brown*
Clerk, Kingsville, Texas
Kleberg County, Texas.

I, Chas. S. Peterson, owner of the firm of PEURIFOY & PATTERSON, Engineers of Kingsville, Texas, hereby certify that the above map and Grant of Plat of a Subdivision made by me for Mr. B. O. Sims, The Month of January A.D. 1944.

PEURIFOY & PATTERSON
By *Chas. S. Peterson*
(Professional Engineers Seal)

This map is approved by order of the County Commissioners' 10th day of April A.D. 1944.

B. B. Brown
County Clerk and Clerk of the Commissioners
Kleberg County, Texas.
(Commissioners' Court Seal)

The State of Texas :
County of Kleberg :

I, B. B. Brown, Clerk of the County Court, in and for said County and aforesaid, do hereby certify that the foregoing map with its Certificate of Authentication, was filed for record in my office on the 8th day of May, A.D. 1944, at 4:30 O'clock P.M., and duly recorded in Volume 66 of the Map records of Kleberg County.

Given under my hand and seal of office this 27th day of May A.D. 1944.

(County Court Seal)

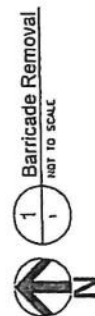
B. B. Brown
Clerk, County Court, Kleberg County

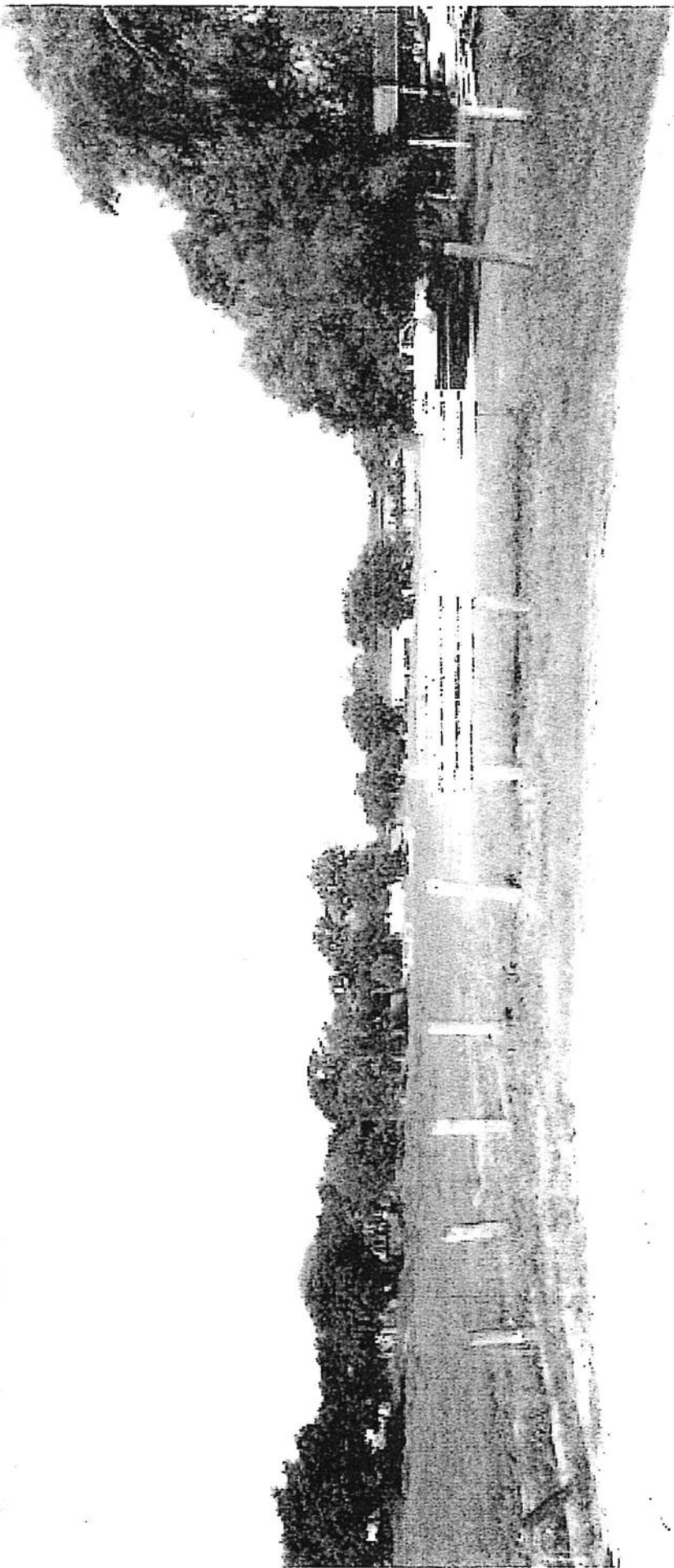
CITY OF KINGSVILLE 2019
BARRICADE REMOVAL

Drawn by: J. RAMIREZ
Date: 7/09/2019
Checked by: R. MORA
Scale: AS NOTED



CITY OF KINGSVILLE
ENGINEERING DEPARTMENT
400 West King
Kingsville, Texas 78643
Office 361.593.8107
Fax 361.593.8003





AGENDA ITEM #6

**City of Kingsville
Department**

TO: Mayor and City Commissioners

CC: Deborah Balli, Interim City Manager

FROM: Cynthia Martin, Interim Director of Planning & Dev. Services

DATE: October 22, 2019

SUBJECT: Request for alcohol variance for a Beer Retail Dealer's Off-Premise License (BF) and Wine Only Package Store Permit (Q) and Package Store Tasting Permit (PS) for the establishment known as Quality Licensing Corp. (Store #442) at 1133 General Cavazos Blvd.

Summary: The applicant, Quality Licensing Corp., is requesting this variance for the Walmart (Store #442) on General Cavazos Blvd.

Background: Walmart currently offers beer and wine for sale in store but needs to start over with new beer and wine permits to be able to offer in store tastings. Per City Ordinance § 11-3-4, which was adopted April 9, 2018, the sale of alcoholic beverages by a dealer whose place of business is within 300 feet of a church or public hospital or within 300 feet of a public or private school, daycare or childcare facility is prohibited, unless a variance is obtained from the City Commission. After performing research and physical inspection for the property at 1133 General Cavazos Blvd., it has been concluded that the property in question does fall into the 300 foot boundary of one school i.e. H.M. King High School and a public hearing and publication in the local newspaper is required.

Financial Impact: Walmart's ability to offer tastings is a move to increase their sales of beer and wine potentially increasing sales tax revenue.

Recommendation: Approve the alcohol variance as requested.



CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 1133 General Cavazos Boulevard Nearest Intersection _____
Kingsville, Kleberg County, Texas

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Stan Strickland, Agent/Attorney for
Quality Licensing Corp. (Store 442) Phone 512.480.5100 FAX 512.322.0301

Email Address (for project correspondence only): sstrickland@mwlaw.com; kflowes@mwlaw.com

Mailing Address 500 W. 5th Street, Suite 1150 City Austin State Texas Zip 78701

Property Owner Quality Licensing Corp. Phone 512.480.5100 FAX 512.322.0301

Email Address (for project correspondence only): sstrickland@mwlaw.com; kflowes@mwlaw.com

Mailing Address 500 W. 5th Street, Suite 1150 City Austin State Texas Zip 78701

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

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

Please provide a basic description of the proposed project:

Alcohol Variance

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

Stan Strickland, Agent/Attorney for Quality Licensing Corp.

Applicant's Signature _____

Date: 10/2/2019

Property Owner's Signature _____

Date: _____

Accepted by: _____

Date: _____

Walmart

received
9-13-19TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Seal of the State of Texas

OFF-PREMISE PREQUALIFICATION PACKET

L-OFF
(12/2017)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☒ Original☐ Reinstatement

License/Permit Number

☐ Change of Licensed Location

License/Permit Number

2. Type of Off-Premise License/Permit

☐ BQ Wine and Beer Retailer's Off-Premise Permit☐ LP Local Distributor's Permit☒ BF Beer Retail Dealer's Off-Premise License☐ E Local Cartage Permit☐ P Package Store Permit☐ ET Local Cartage Transfer Permit☒ Q Wine Only Package Store Permit☒ PS Package Store Tasting Permit

3. Indicate Primary Business at this Location

☒ Grocery/Market☐ Convenience Store without Gas☐ Liquor Store☐ Miscellaneous☐ Convenience Store with Gas

4. Trade Name of Location

Quality Licensing Corp. (Store #442)

5. Location Address

1133 General Cavazos Boulevard

City

Kingsville

County

Kleberg

State

TX

Zip Code

78363

6. Mailing Address

500 W. 5th Street, Suite 1150

City

Austin

State

TX

Zip Code

78701

7. Business Phone No.

512-480-1100

Alternate Phone No.

E-mail Address

sstrickland@mwlaw.com

OWNER INFORMATION

8. Type of Owner

☐ Individual☒ Corporation☐ City/County/University☐ Partnership☐ Limited Liability Company☐ Other☐ Limited Partnership☐ Joint Venture☐ Limited Liability Partnership☐ Trust

9. Business Owner/Applicant

Quality Licensing Corp., 508 S.W. 8th Street, Bentonville, AR 72712

10. Are you, the applicant a veteran-owned business? ☐ Yes ☒ No11. Are you, the applicant a Historically Underutilized Business (HUB)? ☐ Yes ☒ No



CITY OF
KINGSVILLE

MEMORANDUM

Date	Thursday, August 29, 2019
To	Mary Valenzuela, City Secretary
From	Engineering Department
Subject	Alcohol License for 1133 General Cavazos

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at **1133 General Cavazos**, we have concluded that the property in question does fall within the 300ft boundary of **1 school**; therefore, it will require a variance according to City Ordinance sections 11-3-4. Notices must be sent to the property owners within the 300-foot boundary and a public hearing and publication in the local newspaper is required.

Thank You,

Engineering Department

Attachment 1 shows the property and the relative location of the **1 school**; suspected to be close to the property. **H.M. King High School** is within the 300-foot boundary. All properties within the 300-foot boundary are shown with their short Property ID by the Kleberg Appraisal District.

21504

22270

14661

1

2

Alcohol Perimeter 300ft Radius

18277

18493

27016

29784

10621

29097

29098

35355

35356

5961

29

99

34455

X 1457

Alcohol Perimeter 300ft Radius

Walmart property

General Cuvaros

Alcohol Perimeter 300ft Radius

KISD Property

12470

22409

4002003

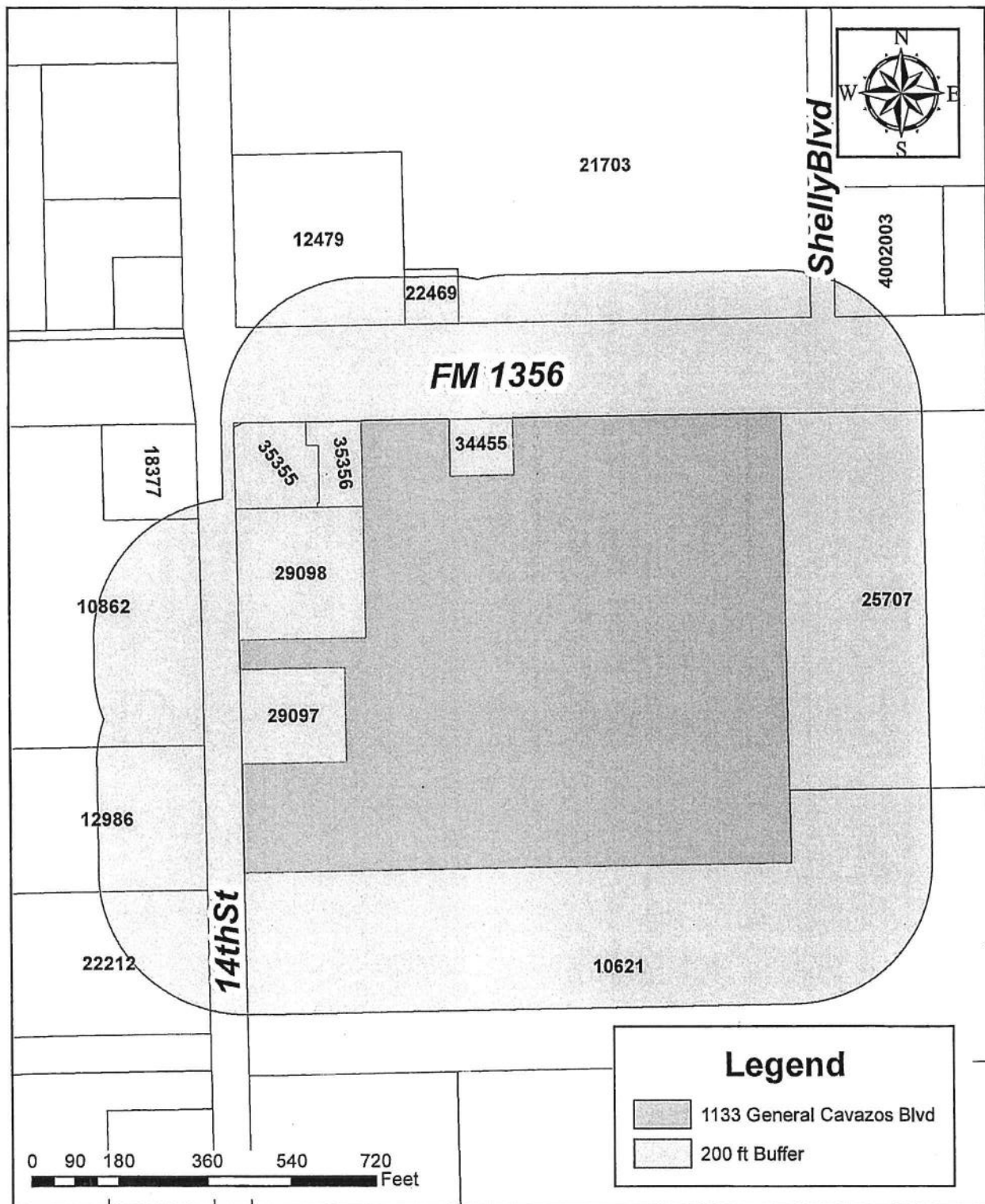
4002004

4002005

Shelby

10114

300 ft Buffer Map of 1133 General Cavazos Blvd



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\Buffer Map.mxd

Page 1/1	Drawn By: Planning Department	<p>DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055</p>
	Last Update: 10/9/2019		
	Note:		

AEP TEXAS CENTRAL COMPANY
ATTN: TAX DEPT, 27TH FLOOR
%SCOTT BIBLE
PO BOX 16428
COLUMBUS, OH 43216-6428
#12479

COLE AN PORTFOLIO VI LLC
% MARVIN F POER & COMPANY
PO BOX 52427
ATLANTA, GA 30355
#18377

KING BORDEAUX INVESTORS LTD
% TARANTINO PROPERTIES INC
7887 SAN FELIPE ST
STE 237
HOUSTIN, TX 77063-1621
#22212

KINGSVILLE GROUP LLC
11540 S WILCREST BLVD
HOUSTON, TX 77099
#29098

PAUL M WEST
489 N COUNTY ROAD 1050
KINGSVILLE, TX 78363-8923
#10621

CITY OF KINGSVILLE
PO BOX 1458
KINGSVILLE, TX 78364-1458
#22469

HUBERT GOLDIA B MARITAL TRUST
GOLDIA & LAVERNE HUBERT (CO-
TR)
870 E FM 772
RIVIERA, TX 78379
#10862

KINGSVILLE SHOPPING CENTER
L.C
3109 NORTH ST MARY'S STREET
SAN ANTONIO, TX 78212
#35355

NAVY ARMY FEDERA LCREDIT
UNION
PO BOX 81349
CORPUS CHRISTI, TX 78468-1349
#29097

KINGSVILLE LAND AND
DEVELOPMENT COMPANY LTD
19787 IH-10 WEST, STE 201
SAN ANTONIO, TX 78257
#4002003

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

JESTER TRAILS APARTMENTS LTD
ETAL
3730 FM 1960 RD W
STE 300
HOUSTON, TX 77068-3509
#12986

INFINITY NINE AT KINGSVILLE
LLC
% WILLIAM B BRADEN
16607 BLANCO RD STE 803
SAN ANTONIO, TX 78232
#35356
CHRISTUS SPOHN HOSPITAL
KLEBERG
% PROP TAX APPEAL & SERVICE CO
729 W FM 1961
YORKTOWN, TX 78164
#25707

Scorpion activity on the rise

Residents continue to express concerns over an infestation of scorpions throughout their homes. Last year, the majority of calls were from the Ricardo/Riviera area. So far this year, calls have included Kingsville and Santa residents.

Extension entomologists believe that weather plays a key role in scorpion numbers. They indicate that long periods without rainfall followed by some rain are believed to contribute to an increase in scorpion activity.

Approximately 90 species of scorpions have been identified in the United States, and 18 of those species live in Texas. The striped bark scorpion is by far the most common in the Lone Star State and the species that is most likely to be encountered by humans.

The basic color varies from yellow to tan in adults. Regardless of the color, two black stripes run the length of the scorpion's back. The striped bark scorpion can also be identified by the slender pincer-bearing arms and a long, thin tail. The male's tail is slightly longer than the female's tail. However, both the

male and female have a bulb-like poison gland or stinger on the end of their tail.

The five-segmented tail can be arched over the pest's back when the scorpion is moving, feeding or threatened. These creatures feed on small insects, spiders, centipedes, other scorpions and earthworms.

The sting from Texas scorpions produce only moderate reactions in most people because the poison has little effect on the nervous system. However, a person who is stung by a scorpion should be watched closely for adverse reactions. If swelling and/or pain persist or breathing difficulties occur, immediate medical attention is necessary. Scorpions with even relatively low poison levels can produce severe reactions in young children and in adults allergic to the toxin.

Scorpions are very prolific, making them extremely difficult to control with insecticides alone. The average litter size of the striped bark scorpion is 31. Not only are they prolific, the striped bark scorpion lives for four or five years. Effective control comes with a strategy that modifies the area surrounding the home and includes the following steps:

- Removal of all trash, logs, stones, bricks and other objects from around the home;
- Keeping the grass mowed near the

home and pruning overhanging tree branches (tree branches often provide a path to the roof for scorpions);

- Installation of weather stripping around loose fitting doors and windows;

- Plugging weep holes in brick veneer homes with small squares of wire mesh and also applying an insecticide dust to brick veneer weep holes; and
- Caulking around any cracks in the home.

There are several chemical products available to homeowners for scorpion control, and these products can be obtained wherever lawn and garden supplies are purchased. Insecticides containing active ingredients such as permethrin, cyfluthrin, cypermethrin, lambda-cyhalothrin, deltamethrin, bifenthrin and others are recommended for homeowners.

In addition to the control strategies listed above, applying the insecticide around the foundation of the house and up to one foot above ground level in the exterior walls will aid in control. Also, applying pesticides around doors, windows, eaves and other points of entry will help eliminate entry from this pest. As always, when applying any insecticide follow the directions on the product for dosage, mixing and application methods.

De La Paz and Villarreal wedding



Sarah Monique De La Paz and Bobby Villarreal were wed Sept. 5, 2019 at Waimanalo Bay Beach, Hawaii. The bride is the daughter of Eloy De La Paz and Debbie Diane Moore. The groom is the son of Frank and Janie Villarreal. (Submitted photo)

2019 tax notices mailed to residents

Submitted Item
Kleberg County Tax Assessor-Collector Melissa T. De La Garza announced this week that her office has mailed the 2019 Kleberg County tax statements. If a property owner has not received their tax statement, please notify the Kleberg County Tax Office in case of an incorrect address.

The tax office collects for Kleberg County, the City of Kingsville, South Texas Water Authority, Kingsville ISD, Ricardo ISD, Riviera ISD and Santa Gertrudis ISD.

The deadline for payment

of the 2019 taxes is Jan. 31, 2020 to avoid penalty and interest. Partial payments are accepted. Visa, Mastercard, Discover and American Express are also accepted, however a 2.95 percent processing fee does apply.

Taxpayers may also mail their payments to P.O. Box 1457 Kingsville TX 78364-1457 or pay online at www.texasonline.com.

Tax office hours are from 8 a.m. to 4:30 p.m. For more information, contact the Kleberg County Tax Office at 700 E. Kleberg Ave. or call (361) 595-8542.

Meeting set to discuss protecting Baffin Bay's natural resources

Baffin Bay supports some of the highest recreational and commercial fishery landings in Texas. Covering some 84.56 square miles between Kennedy and Kleberg counties in South Texas, it also contains critical habitat for migratory birds and other wildlife and is surrounded by a thriving agricultural community. Current water quality impairments and degradation threaten its health and future.

An existing local Baffin Bay Stakeholder Group, consisting of fishermen, landowners, farmers, ranchers, business owners, local government and agencies, would like to expand protection efforts. The development of a locally driven plan for voluntarily addressing issues through a unified approach provides an advantage when seeking funding for improvement projects. Please

join us and share feedback on your vision for the future of Baffin Bay.

Items to be discussed are: presentation on Baffin Bay's importance and overview of watershed protection planning process and presentation on past, current and upcoming research efforts.

There will be breakout sessions so community members can provide input and set priorities. The group will then start setting short and long-term goals. The final act will be a call for Baffin Bay Stakeholder Group subcommittee members.

So mark your calendars for this very important meeting on Wednesday, Oct. 16 from 6 to 8 p.m. at the Dick Kleberg Park recreational building.

Sponsors include Coastal Bend Bays and Estuaries Program, Texas Commission on Environmental Quality, the Environmental Protection Agency, City of Kingsville, and Sea Grant Texas at Texas A&M University.

Robert
Schmidt

Kleberg-Kennedy
Soil and Water
Conservation
District

Area restaurant scores released

Submitted Item

The City of Kingsville City-County Health Department has released food inspection scores for the period of Sept. 23 - Oct. 4.

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 demerit system, as per The Texas Food Establishment Rules. There are two types of violations.

Critical violations are five and four points demerits per violation and non-critical violations are three points demerits violations.

Critical violations are improper practices and actions

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

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

Big Events Cakes and More - 100
Dollar General (N. 14th) - 100
The Donut Palace - 100
El Columbian Mobile Food Unit - 100

El Tio Guero Mobile Food Unit - 100
Koval Café - 100
Rock's Discount Vitamin and More - 100
Whataburger (N. 14th) - 100

Baffin Bay Rod & Gun (Riviera) - 99
Kingsville Bakery - 99
Kleberg County Senior Center - 99
La Quinta - 99
VIP Adult Daycare - 99
Walmart/Murphy USA - 99

Wing Stop - 99
Baffin Bay Convenience Store (Riviera) - 98
Knights of Columbus (N. 14th) - 98
Rise Up Nutrition - 98
Blue Ribbon Deli/Coffee Bar - 97
The Fisherman's Market (Riviera) - 97
Margaritaville - 97
Kingsville Nursing/Rehab

- 96
Taco Bell - 96
Burger King (Riviera) - 95

Casa de Tacos - 95
Kleberg County Nursing/Rehab - 95
Circle K Stores - 94
Quality Inn - 94
Nucky's Mobile Food Unit - 93
Chicken Express - 92
Kingsville Food Mart - 92

Asian Buffet - 87,

Senior Citizen Center menu

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 Oct. 14-18. Menu may change without notice.

Monday: Closed for Columbus Day.

Tuesday: Chicken fajitas with bell pepper and onions, seasoned pinto beans,

shredded lettuce and tomatoes, fresh fruit and wheat tortilla.

Wednesday: Sloppy joes, ranch style beans, cabbage polonaise, fruit cocktail with mandarin oranges and wheat hamburger buns.

Thursday: Beef stew with vegetables, creole green beans, whole kernel corn, ambrosia fruit and biscuit.

Friday: Deviled chicken salad, marinated garden salad with penne pasta, spinach cheese salad, fruit for salad and wheat crackers.

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

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, October 28, 2019 at 5:00 P.M. to discuss and/or take action on the following item:

Request for an alcohol variance for a Beer Retail Dealer's Off-Premise License (BF) and Wine Only Package Store Permit (Q) and Package Store Tasting Permit (PS) for the establishment known as Quality Licensing Corp. (Store #442) at 1133 General Canavos Boulevard, Kingsville, Texas.

The meeting will be held at City Hall, 400 West King., Kingsville, Texas 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.

BROKEN PROMISES 2019

Come join us for our 19th Annual Broken Promises

Starting on Friday, October 11 at 7:00 p.m., we will be having Javier Galvan from San Antonio, Texas, along with Coastal Skies with Rebecca Gonzalez, who will be ministering our praise and worship.

On Saturday, October 12 at 7:00 p.m., our special guest will be Apostle Pedro Tamayo from Indiana.

On Sunday, October 13, at 10:30 a.m., Henry Gonzalez from Burleson, Texas will be bringing the word, followed by Pastor Enrique Molina from Praise Victory in Monterrey, Mexico at 7:00 p.m. Along with Broken Promises, we will also be celebrating 25 years as a ministry. Come out and help us recognize our 25 years of blessings, spiritually refresh on great music and word from God. Be Blessed and nothing less for you are a child of the most high God.



Praise Victory Church
Pastors Trino & Adela Gonzalez
1800 E. Corral Ave. Kingsville Church: 361-592-5354

AGENDA ITEM #7

**City of Kingsville
Parks & Recreation**

TO: Mayor and City Commissioners
CC: Deborah Balli, Interim City Manager
FROM: Susan Ivy, Director of Parks & Recreation
DATE: October 17, 2019
SUBJECT: Receipt of Donations to Parks & Recreation

Summary: The Parks & Recreation Department requests your approval to receipt and record donations received for sponsorship of the 2019/2020 Healthy Family Partners schedule of events.

Background: Kingsville Parks & Recreation has organized a schedule of annual events that provide youth and family recreation, physical activity and emphasize healthy lifestyles including anti drug and anti bullying for all ages. In order to provide adequate funding for these events we have found it best to solicit one time for the package of events reducing the amount of solicitation it takes to fund the projects. Many partners are returning and we have some new ones as well. We have had great success with this program and find that it helps to provide a great schedule of recreation with a limited impact on our budget.

We will also be applying for a few grants to assist with programming and will dedicate some of this funding as match for those but will return for Commission approval at that time.

Our committed donors so far are Thomas J. Henry Law Firm - \$5000.00, Christus Spohn Health Network \$2500.00, Kleberg County Sheriff's Department - \$2500.00.

Financial Impact: These donations total \$10,000.00. \$7500.00 added to 001-5-4513-31441 special events and \$2500.00 to 001-5-4513- 31499 recreation programs.

Recommendation: I respectfully request that the City Commission authorize the receipt of these donations to be used in the manner for which they were donated and approve the budget amendment that supports their recording.



AGENDA ITEM #8

**City of Kingsville
Parks & Recreation**

TO: Mayor and City Commissioners
CC: Deborah Balli, Interim City Manager
FROM: Susan Ivy, Director of Parks & Recreation
DATE: October 17, 2019
SUBJECT: Receipt of Donations to Parks & Recreation

Summary: The Parks & Recreation Department requests your approval to receipt and record donations received for sponsorship of the 2019/2020 Healthy Family Partners schedule of events.

Background: Kingsville Parks & Recreation has organized a schedule of annual events that provide youth and family recreation, physical activity and emphasize healthy lifestyles including anti drug and anti bullying for all ages. In order to provide adequate funding for these events we have found it best to solicit one time for the package of events reducing the amount of solicitation it takes to fund the projects. Many partners are returning and we have some new ones as well. We have had great success with this program and find that it helps to provide a great schedule of recreation with a limited impact on our budget.

We will also be applying for a few grants to assist with programming and will dedicate some of this funding as match for those but will return for Commission approval at that time.

Our committed donors so far are Thomas J. Henry Law Firm - \$5000.00, Christus Spohn Health Network \$2500.00, Kleberg County Sheriff's Department - \$2500.00.

Financial Impact: These donations total \$10,000.00. \$7500.00 added to 001-5-4513-31441 special events and \$2500.00 to 001-5-4513- 31499 recreation programs.

Recommendation: I respectfully request that the City Commission authorize the receipt of these donations to be used in the manner for which they were donated and approve the budget amendment that supports their recording.



ORDINANCE NO. 2019-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO RECEIVE AND EXPEND PARK DONATIONS FOR THE HEALTHY FAMILY RECREATIONAL PROGRAMS.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2019-2020 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 001 – General Fund					
<u>Revenues - 4</u>					
4513	Recreation	Park Donations	58003	\$10,000	
Fund 001 – General Fund					
<u>Expenditures - 5</u>					
4513	Recreation	Special Events & Festivals	31441	\$7,500	
4513	Recreation	Recreational Programs	31499	\$2,500	

[To amend the City of Kingsville FY 19-20 Budget to accept and expend Park donations for the Healthy Family recreational programs. Funds will come from the donations received.]

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 28th day of October 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

**City of Kingsville
Parks & Recreation**

TO: Mayor and City Commissioners
CC: Deborah Balli, Interim City Manager
FROM: Cynthia Martin, Interim Director of Planning/Downtown Manager
DATE: October 17, 2019
SUBJECT: Receipt of Donations from La Posada de Kingsville for Downtown Decor

Summary: We ask that Commission approve the receipt of up to \$3716.00 to be used to purchase lighted snowflake decorations to be placed downtown during the November/December Holiday Season.

Background: La Posada de Kingsville has provided assistance to the City for Downtown Improvements several times over the years. For a couple of years, we have discussed expanding the décor downtown during the holidays further toward City Hall and the County Courthouse.

This year La Posada has agreed to donate up to \$3716.00 (depending on freight charges tbd) for the purchase of lighted snowflakes to place on electric poles downtown. This will cover the purchase of 6 new snowflakes.

Financial Impact: This will increase the line item in the Downtown Manager's budget for the purchase of the snowflakes by up to \$3716.00. Funding should be coded to 001-5-1604-31400.

Recommendation: I respectfully request that the City Commission authorize the receipt of these donations to be used in the manner for which they were donated and approve the budget amendment that supports their recording.



AGENDA ITEM #10

**City of Kingsville
Parks & Recreation**

TO: Mayor and City Commissioners

CC: Deborah Balli, Interim City Manager

FROM: Cynthia Martin, Interim Director of Planning/Downtown Manager

DATE: October 17, 2019

SUBJECT: Receipt of Donations from La Posada de Kingsville for Downtown Decor

Summary: We ask that Commission approve the receipt of up to \$3716.00 to be used to purchase lighted snowflake decorations to be placed downtown during the November/December Holiday Season.

Background: La Posada de Kingsville has provided assistance to the City for Downtown Improvements several times over the years. For a couple of years, we have discussed expanding the décor downtown during the holidays further toward City Hall and the County Courthouse.

This year La Posada has agreed to donate up to \$3716.00 (depending on freight charges tbd) for the purchase of lighted snowflakes to place on electric poles downtown. This will cover the purchase of 6 new snowflakes.

Financial Impact: This will increase the line item in the Downtown Manager's budget for the purchase of the snowflakes by up to \$3716.00. Funding should be coded to 001-5-1604-31400.

Recommendation: I respectfully request that the City Commission authorize the receipt of these donations to be used in the manner for which they were donated and approve the budget amendment that supports their recording.



ORDINANCE NO. 2019-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO RECEIVE AND EXPEND DONATIONS FOR DOWNTOWN HOLIDAY DECORATIONS.

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 2019-2020 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 001 – General Fund					
<u>Revenues - 4</u>					
1604	Downtown	Donations	72030	\$3,716	
Fund 001 – General Fund					
<u>Expenditures - 5</u>					
1604	Downtown	Professional Services	31400	\$3,716	

[To amend the City of Kingsville FY 19-20 Budget to accept and expend donations for downtown holiday decorations. Funds will come from the donations received.]

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 28th day of October 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 #11



MEMORANDUM

TO: City Commissioners
FROM: Deborah Balli, Interim City Manager
DATE: October 17, 2019
SUBJECT: Budget Amendment for Rollover Projects & Purchases

Background:

At the beginning of the fiscal year, there are projects that were started and not completed by the end of September and purchases for merchandise that were ordered last fiscal year, but was not received by end of September. These items require the purchase order to be rolled over which results in the budget needing to be rolled over as well to cover the expenditure.

Recommendation:

Staff recommends approving the attached purchase orders and projects which were not completed or received in the prior fiscal year.

ORDINANCE NO. 2019-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2019-2020 BUDGET TO ROLLOVER FUNDS FOR PROJECTS NOT COMPLETED IN FY18-19 AND ITEMS ORDERED IN FY18-19 BUT NOT RECEIVED UNTIL FY19-20.

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 2019-2020 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 001 – General Fund					
Expenditures – 5					
4503	Park Maint	Minor Equip – PO #192265	21700	\$2,063.99	
4503	Park Maint	Minor Equip – PO #192285	21700	\$1,557.00	
4501	Park Admin	Minor Equip – PO #192331	21700	\$1,625.00	
4513	Recreation	Minor Equip – PO #192310	21700	\$4,845.00	
4503	Park Maint	Minor Equip – PO #192299	21700	\$1,000.00	
2200	Fire	Uniforms – PO #191909	21200	\$756.00	
1601	Planning	Prof Services–PO #190952	31400	\$1,760.88	
4502	Golf	Mach & Equip–PO #192350	71200	\$9,150.00	
3050	Street	Prof Services-PO #192264	31400	\$2,500.00	
2200	Fire	Uniforms – PO #191787	21200	\$368.05	
2200	Fire	Uniforms – PO #191647	21200	\$10,616.00	
2200	Fire	Medical Sup-PO #191473	22400	\$69.36	
2200	Fire	Vehicle Maint-PO #192295	41100	\$830.78	
4503	Park Maint	Dog Park Project	71309	\$23,250.00	
6900	Transfer	Transfer To Fund 098	80095	\$5,000.00	
1601	Planning	Profess Svc-PO #192358	31400	\$4,000.00	

[To amend the City of Kingsville FY 19-20 Budget to rollover projects that were not completed last FY18-19 and to cover purchases that were ordered in FY18-19 but will not be received until this FY19-20.]

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 28th day of October 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

**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 192265

Date: 09/13/2019

Requisition #: REQ16085

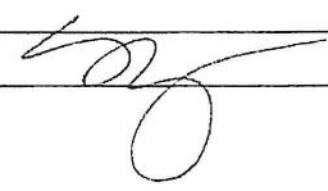
Vendor #: 8414

ISSUED TO: PLAYCORE WISCONSIN INC
544 CHESTNUT ST
CHATTANOOGA, TN 37402-

SHIP TO: Susan Ivy
Attn: Susan Ivy
P.O. Box 1458
Kingsville, TX 78364

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 swings donated by civitan	001-5-4503-21700		1,812.36	2,063.99

In Delivery Now

Authorized by: 

SUBTOTAL:	1,812.36
TOTAL TAX:	0.00
SHIPPING:	251.63
TOTAL	2,063.99

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax -- ID# 74-6001513

**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 192285

Date: 09/18/2019

Requisition #: REQ16111

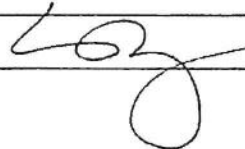
Vendor #: 8363

ISSUED TO: LIFEGUARD STORE INC
2012 W COLLEGE AVENUE
NORMAL, IL 61761-

SHIP TO: Susan Ivy
Attn: Susan Ivy
P.O. Box 1458
Kingsville, TX 78364

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 starting block	001-5-4503-21700		1,260.00	1,557.00

Reordered - 10-12-19

Authorized by: 

SUBTOTAL:	1,260.00
TOTAL TAX:	0.00
SHIPPING:	297.00
TOTAL	1,557.00

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
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9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001513

**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 192331

Date: 09/25/2019

Requisition #: REQ16165

Vendor #: 3991

ISSUED TO: Gateway Printing & Office Supplies
315 S Closner
Edinburg, TX 78539

SHIP TO: Susan Ivy
Attn: Susan Ivy
P.O. Box 1458
Kingsville, TX 78364

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 Shredder for Park Office	001-5-4501-21700		1,625.00	1,625.00
<i>Delivered 10-14-19</i>					

Authorized by: _____

SUBTOTAL:	1,625.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	1,625.00

1. Original Invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and Invoice.
3. C.O.D. shipment will not be accepted.
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**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 192310

Date: 09/23/2019

Requisition #: REQ16139

Vendor #: 6042

ISSUED TO: AQUATIC RENOVATIONS & SERVICES INC
16734 CRYSTAL GLADE
SAN ANTONIO, TX 78247-

SHIP TO: Susan Ivy
Attn: Susan Ivy
P.O. Box 1458
Kingsville, TX 78364

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1	VACUUM FOR BROOKSHIRE POOL	001-5-4513-21700		4,700.00	4,845.00

For Order Per Phone 10-1679

Authorized by: _____

SUBTOTAL:	4,700.00
TOTAL TAX:	0.00
SHIPPING:	145.00
TOTAL	4,845.00

1. Original Invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
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**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 192299

Date: 09/20/2019

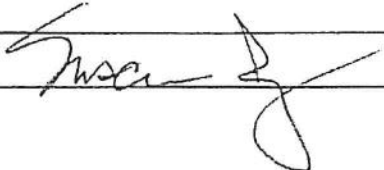
Requisition #: REQ16127

Vendor #: 8151

ISSUED TO: RAIN DROP PRODUCTS LLC
2121 COTTAGE STREET
ASHLAND, OH 44805-

SHIP TO: Susan Ivy
Attn: Susan Ivy
P.O. Box 1458
Kingsville, TX 78364

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Motor control for pump at Splash Pad	001-5-4503-21700		0.00	1,000.00
<i>m Forwarded Per Phone 10-17-19</i>					

Authorized by: 

SUBTOTAL:	1,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	1,000.00

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
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**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER**PO Number:** 191909-R1**Date:** 10/01/2019**Requisition #:** REQ15692**Vendor #:** 1535

ISSUED TO: G T Distributors Inc
P O Box 16080
Austin, TX 78761-6080

SHIP TO: Adrian Garcia
Attn: Adrian Garcia
119 N. 10th
Kingsville, TX 78363

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	5 Stryke Class B Midnight Navy Shirt	001-5-2200-21200		68.65	343.25
2	5 Stryke Class B Midnight Navy Pant	001-5-2200-21200		68.65	343.25
3	10 Cloth Name Tape	001-5-2200-21200		5.95	59.50
4	5 EMT Certification Patch	001-5-2200-21200		2.00	10.00

Rolled over P.O. -
Budget Amendment

Authorized by: _____

SUBTOTAL:	756.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	756.00

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
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Encumbrance Report

Encumbrance Date Range: 10/01/2018 - 09/20/2019

001 - GENERAL FUND

001-S-1601-31400 - Professional Services

1601 - Planning/DevelopSvcs

Type: Purchase Order

Purchase Order	Description	Vendor	Status	Issued Date	Enc. Balance
	Item		Project Account Key	Post Date	Amount
190952	Accela Training	CARAHSOFT TECHNOLOGY CORPOR.	Outstanding	02/12/2019	1,760.88
	Remote Instructor Lead Training			02/12/2019	1,760.88
				Encumbrance Balance:	1,760.88
				Total 1601 - Planning/DevelopSvcs:	1,760.88

PO follow up ✓

Budget Amendment

**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 192350

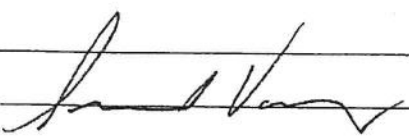
Date: 09/27/2019

Requisition #: REQ16185

Vendor #: 8680

ISSUED TO: LUBER BROS., INC
P O BOX 22666
OKLAHOMA CITY, OK 73123-1666

SHIP TO: L.E. Ramey Golf Course
Attn: Israel Vasquez
P.O. Box 1458
Kingsville, TX 78364

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Greens tournament roller	001-5-4502-59100	71200	0.00	9,150.00
<p>Roll over P.C.</p> <p>Need Budget Amendment</p>					
Authorized by: 					
					SUBTOTAL: 9,150.00
					TOTAL TAX: 0.00
					SHIPPING: 0.00
					TOTAL 9,150.00

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
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**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER**PO Number:** 192264**Date:** 09/13/2019**Requisition #:** REQ16087**Vendor #:** 1423

ISSUED TO: LNV Engineering
801 Navigation
Suite 300
Corpus Christi, TX 78408

SHIP TO: Purchasing Dept.
Attn: Charlie Sosa
400 W King
Kingsville, TX 78363

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Engineering Services for Corral Ave/Santa Rosa	092-5-3050-31400		0.00	2,500.00
09/26/19 - Roll po # - Charlie					
Roll P.O. Over Budget Amendment					

Received by: _____ Date: _____

SUBTOTAL:	2,500.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	2,500.00

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
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**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 191787-R1

Date: 10/01/2019

Requisition #: REQ15561

Vendor #: 1535

ISSUED TO: G T Distributors Inc
P O Box 16080
Austin, TX 78761-6080

SHIP TO: Adrian Garcia
Attn: Adrian Garcia
119 N. 10th
Kingsville, TX 78363

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	2	Fech Nomex Navy Cargo Pants	001-5-2200-21200		157.25	314.50
2	9	Emboider Name Tape for 3 new FF	001-5-2200-21200		5.95	53.55

*Rolled over P.O.'s
Budget Amendments*

Authorized by: _____

SUBTOTAL:	368.05
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	368.05

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
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**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 191647-R1

Date: 10/01/2019

Requisition #: REQ15403

Vendor #: 3245

ISSUED TO: Metro Fire
1745 Parana Dr
Houston, TX 77080-7115

SHIP TO: Adrian Garcia
Attn: Adrian Garcia
119 N. 10th
Kingsville, TX 78363

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	4 SCX Coat Pioneer	001-5-2200-21200		1,099.00	4,396.00
2	4 Traditional Matte Helmet, Faceshield, Lighting	001-5-2200-21200		330.00	1,320.00
3	4 PBI 2 Ply Hood	001-5-2200-21200		33.00	132.00
4	4 Fire Hunter Leather Structural Fire Boot	001-5-2200-21200		310.00	1,490.00
5	4 Sewn Leather Front	001-5-2200-21200		60.00	240.00
6	4 SCX Pant Pioneer	001-5-2200-21200		756.00	3,024.00
7	4 Pro-Tech 8 Structural Fire Fighting Glove	001-5-2200-21200		66.00	264.00

Authorized by: _____

SUBTOTAL:	10,616.00
TOTAL TAX:	0.00
SHIPPING:	250.00
TOTAL	10,866.00

1. Original Invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
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**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 191473-R1

Date: 10/01/2019

Requisition #: REQ15209

Vendor #: 4440

ISSUED TO: Henry Schein EMS
Dept CH10241
Palatine, IL 60055-0241

SHIP TO: Adrian Garcia
Attn: Adrian Garcia
119 N. 10th
Kingsville, TX 78363

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	8 Dextrose 50%	001-5-2200-22400		8.67	69.36

Authorized by: _____

SUBTOTAL:	69.36
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	69.36

1. Original Invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
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CITY OF KINGSVILLE

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER

PO Number: 192295-R1

Date: 10/01/2019

Requisition #: REQ16122

Vendor #: 4434

ISSUED TO: Siddons-Martin Emergency Group
P O Box 679827
Dallas, TX 75267-9827

SHIP TO: Adrian Garcia
Attn:Adrian Garcia
119 N. 10th
Kingsville, TX 78363

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Bumper Damage Repair plus parts	001-1-21403		0.00	8,066.95
						7223.71
		Vehicle Maint	001-5-2200-41150			830.78
Authorized by: _____						SUBTOTAL: 8,066.95
						TOTAL TAX: 0.00
						SHIPPING: 0.00
						TOTAL 8,066.95

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001-5-4503-71309

Fiscal

10/1/2018 - 9/30/2019

Balance: 12,250.00

Parks-Dog Park

Pending: 0.00

General

Budget Summary

Segmentation

Original Budget 35,500.00

Report Groups

Adjustments 0.00

Notes

Budget

Current Budget 35,500.00

Summary

Activity 12,250.00

Detail

Encumbrances 0.00

Period Distributions

Reserves 0.00

Adjustments

Budget Notes

Budget Remaining 23,250.00

History

Pending 0.00

Detail

Budget Available 23,250.00

Period Activity

Fiscals

Journal Entries

Documents

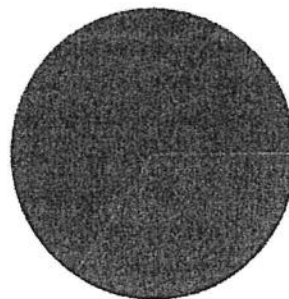
Encumbrances

Reserves

Legacy History

Account

Documents



Budget Used
 Budget Remaining

Budget Remaining 23,250.00 Percent Remaining 65.49%

Budget Used 12,250.00 Percent Used 34.51%

Budget Amendment



City of Kingsville, TX

Budget Report Account Summary

For Fiscal: 10/2018-09/2019 Period Ending: 06/30/2019

Fund: 001 - GENERAL FUND
Expense
001-5-6900-80095

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Transfer to Fund 095	0.00	0.00	0.00	0.00	0.00	0.00 %
Expense Total:	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 001 - GENERAL FUND Total:	0.00	0.00	0.00	0.00	0.00	0.00 %
Report Total:	0.00	0.00	0.00	0.00	0.00	0.00 %

Need Budget Amendment

Budget
Amendments

**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER**PO Number:** 192358*-R1***Date:**

09/30/2019

Requisition #: REQ16195**Vendor #:**

7919

ISSUED TO: CIVILCORP, LLC
4611 E AIRLINE ROAD
SUITE 300
VICTORIA, TX 77904-

SHIP TO:

Purchasing Dept.
Attn:Charlie Sosa
400 W King
Kingsville, TX 78363

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 Retracement Survey City Parks 2	001-5-1601-31400		4,000.00	4,000.00
<div><i>10/21/19</i> <i>- per Charlie</i></div> <div><i>Rollover PO</i> <i>Budget Amendment</i></div>					

Received by: _____ Date: _____

SUBTOTAL:	4,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	4,000.00

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AGENDA ITEM #12

AGENDA ITEM #13

RESOLUTION #2019-_____

A RESOLUTION AUTHORIZING THE SALE OF THE CITY'S 5.077 ACRES OF LAND LOCATED OFF WEST GENERAL CAVAZOS BLVD. (KT&I CO., BLOCK 19, LOT PT 24) IN KINGSVILLE, TEXAS.

WHEREAS, the City of Kingsville owns 5.077 acres of land off West General Cavazos Blvd. at KT&I Co., Block 19, Lot Pt 24, in Kingsville, Texas;

WHEREAS, the land is undeveloped and the City has no future plans for the land;

WHEREAS, the City Commission of the City of Kingsville previously found that it was in the best interest of the citizens of Kingsville that the 5.077 acres of city-owned land off West General Cavazos Blvd. at KT&I Co., Block 19, Lot Pt 24, in Kingsville, Texas be placed for sale as authorized by the Texas Local Government Code; and

WHEREAS, the City believes that placing the land for sale would place the property back on the tax roll and may allow for future development of the property; and

WHEREAS, pursuant to the Texas Local Government Code, real property owned by the City can be sold via public auction, sealed bids, or through a broker, unless an exception is met;

WHEREAS, the City finds the property does not meet any of the exceptions to the bidding requirement as set out in Texas Local Government Code Section 272.001, staff recommends the property be sold via a broker as allowed by Texas Local Government Code Section 253.014 with the best offer coming back before the Commission for approval of the sale;

WHEREAS, on March 25, 2019, 2019 the City Commission via Resolution #2019-28 found that the property does not meet any of the exceptions to the bidding requirement as set out in Texas Local Government Code Section 272.001, and authorized staff to proceed with placing the property for sale sold via a broker as allowed by Texas Local Government Code Section 253.014 with the best offer coming back before the Commission for approval of the sale;

WHEREAS, the City previously approved Resolution #2019-78 on September 9, 2019 to enter into a Commercial Real Estate Listing Agreement with the exclusive right to sell with a local broker Monica Mendez in order to list the property through a multiple-listing service pursuant to state law;

WHEREAS, the property was listed by the real estate broker on a multiple-listing service for at least 30 days;

WHEREAS, an offer has been received by the broker using the multiple-listing service from a ready, willing, and able buyer who submitted the highest cash offer;

WHEREAS, the Interim City Manager now needs authority from the City Commission to execute a contract for the purchase of this real property and to take actions necessary to sell the identified property; and

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

I.

THAT the City Commission of the City of Kingsville authorizes and directs the Interim City Manager as an act of the City of Kingsville, Texas to take actions necessary to complete the real property sale in compliance with the Texas Local Government Code for the City's real property located off West General Cavazos Blvd. at KT&I Co., Block 19, Lot Pt 24, (5.077 acres) in Kingsville, Texas.

II.

THAT any expense related to the sale and any outstanding liens or encumbrances should be paid for out of the sale proceeds.

III.

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

IV.

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

PASSED AND APPROVED by a majority vote of the City Commission the 28th day of October, 2019.

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Kingsville

Address: 400 W King Ave, Kingsville, TX 78363

Phone: (361)595-8002

E-mail: _____

Fax: _____

Other: _____

Buyer: Santiago Cantu

SC Construction LLC. SC

Address: _____

Phone: (956)778-7709

E-mail: sancan4@aol.com

Fax: _____

Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in Kleberg County, Texas at K T & I CO, BLOCK 19, LOT PT 24, ACRES 5.077 (address) and that is legally described on the attached Exhibit _____ or as follows: K T & I CO, BLOCK 19, LOT PT 24, ACRES 5.077

- B. Seller will sell and convey the Property together with:

- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
- (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

- | | |
|---|---------------------|
| (1) Cash portion payable by Buyer at closing | \$ <u>25,000.00</u> |
| (2) Sum of all financing described in Paragraph 4 | \$ _____ |
| (3) Sales price (sum of 3A(1) and 3A(2)) | \$ <u>25,000.00</u> |

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- ☒ (1) The sales price will not be adjusted based on a survey.
☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

- ☐ (i) square foot of ☐ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- ☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) _____.

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$ _____.
This contract:
☐ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- ☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ **\$500.00** _____ as earnest money with **Kleberg County Title Co** _____ (title company) at **216 E Kleberg Ave** _____ (address) **Stephanie Ramos** _____ (closer).
If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ **NA** _____ with the title company to be made part of the earnest money on or before:
☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____.
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
 - ☒ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☒ Seller.
- (3) Within 5 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 5 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☒ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party 100% 01.96 (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 5 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: NA

- B. Feasibility Period: Buyer may terminate this contract for any reason within NA days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☐ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ _____ that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional NA days by depositing additional earnest money in the amount of \$NA with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 5 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

- ☒ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☒ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☐ (e) plats of the Property;
- ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) _____

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☐ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: First Texas Realty

Cooperating Broker: _____

Agent: Monica Mendez

Agent: _____

Address: 224 W King Ave

Address: _____

Kingsville TX 78363

Phone & Fax: (361)228-3245 (361)355-4016

Phone & Fax: _____

E-mail: KingsvilleEliteRealtor@gmail.com

E-mail: _____

License No.: 0670418

License No.: _____

Principal Broker: (Check only one box)

Cooperating Broker represents Buyer.

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

B. **Fees:** (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☒ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☐ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
☐ _____ % of the sales price.

Cooperating Broker a total cash fee of:
☐ _____ % of the sales price.

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☐ _____ days after the expiration of the feasibility period.
 - ☒ October 31, 2019 (specific date).
 - (2) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a ☒ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

NA

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

(TXR-1802) 4-1-18

Initialed for Identification by Seller _____ and Buyer EL

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General Cavazos

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☒ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☐ B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
 - ☒ (3) Commercial Property Condition Statement (TXR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TXR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 - ☒ (8) Information About Brokerage Services (TXR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509); and
 - ☐ (10) _____

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: WJA
26. **CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

Commercial Contract - Unimproved Property concerning K T & I CO, BLOCK 19, LOT PT 24, ACRES 5.077

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: City of Kingsville

Buyer: ~~Santiago Cantu~~

SC Construction LLC

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): Santiago Cantu

Printed Name: Santiago Cantu

Title: Owner

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

☐ A. the contract on this day _____ (effective date);
☐ B. earnest money in the amount of \$ _____ in the form of _____
on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____



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 confidential 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.

First Texas Realty	0464140	firsttx@sbcglobal.net	(361)592-8226
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
First Texas Realty	0464140	firsttx@sbcglobal.net	(361)592-8226
Designated Broker of Firm	License No.	Email	Phone
Albert Garcia	0464140	firsttx@sbcglobal.net	(361)228-1342
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
Monica Mendez	0670408	KingsvilleEliteRealtor@gmail.com	(361)228-3245
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
IABS 1-0 Date

Ultima Real Estate, 308 Reidda Dr. Kingsville TX 78363
Monica Mendez

Phone: (361)228-3245 Fax:
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

GEN CAVAZOS



COMMERCIAL PROPERTY CONDITION STATEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT: K T & I CO. BLOCK 19, LOT PT 24, ACRES 5.077

THIS IS A DISCLOSURE OF THE SELLER'S OR LANDLORD'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, LANDLORD, LANDLORD'S AGENTS OR ANY OTHER AGENT.

PART I - Complete if Property is Improved or Unimproved

Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following environmental conditions on or affecting the Property:		
(a) radon gas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) asbestos components:		
(i) friable components?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(ii) non-friable components?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) urea-formaldehyde insulation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) endangered species or their habitat?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) wetlands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) underground storage tanks?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) leaks in any storage tanks (underground or above-ground)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) lead-based paint?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) hazardous materials or toxic waste?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j) open or closed landfills on or under the surface of the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l) any activity relating to drilling or excavation sites for oil, gas, or other minerals?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) any part of the Property lying in a special flood hazard area (A or V Zone)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) any improper drainage onto or away from the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) any fault line at or near the Property that materially and adversely affects the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) air space restrictions or easements on or affecting the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TXR-1408) 4-1-18 Initialed by Seller or Landlord: MB and Buyer or Tenant: SC

Page 1 of 4

- | | Aware | Not
Aware |
|--|--------------------------|-------------------------------------|
| (8) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (9) pending changes in zoning, restrictions, or in physical use of the Property?
The current zoning of the Property is: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (10) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (11) lawsuits affecting title to or use or enjoyment of the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (12) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (13) common areas or facilities affiliated with the Property co-owned with others? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (14) an owners' or tenants' association or maintenance fee or assessment affecting the Property?
If aware, name of association: _____
Name of manager: _____
Amount of fee or assessment: \$ _____ per _____
Are fees current through the date of this notice? [<input type="checkbox"/>] yes [<input type="checkbox"/>] no [<input type="checkbox"/>] unknown | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (15) subsurface structures, hydraulic lifts, or pits on the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (16) intermittent or weather springs that affect the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (17) any material defect in any irrigation system, fences, or signs on the Property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (18) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (19) any of the following rights vested in others: | | |
| (a) outstanding mineral rights? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) timber rights? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) water rights? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) other rights? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (20) any personal property or equipment or similar items subject to financing, liens, or lease(s)?
If aware, list items: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.) _____

PART 2 - Complete only if Property is Improved

A. Are you (Seller or Landlord) aware of any material defects in any of the following on the Property?

	<u>Aware</u>	<u>Not Aware</u>	<u>Not Appl.</u>
(1) <u>Structural Items:</u>			
(a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) exterior walls?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) fireplaces and chimneys?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)? . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) windows, doors, plate glass, or canopies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <u>Plumbing Systems:</u>			
(a) water heaters or water softeners?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) supply or drain lines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) faucets, fixtures, or commodes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) private sewage systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) pools or spas and equipments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) sprinkler systems (fire, landscape)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) water coolers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) private water wells?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) pumps or sump pumps?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <u>Other Systems or Items:</u>			
(a) security or fire detection systems?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) porches or decks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) gas lines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) garage doors and door operators?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) loading doors or docks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) rails or overhead cranes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) elevators or escalators?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) parking areas, drives, steps, walkways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) appliances or built-in kitchen equipment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are aware of material defects in any of the items listed under Paragraph A, explain. (Attach additional information if needed.) _____

B. Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following water or drainage conditions materially and adversely affecting the Property:		
(a) ground water?	<input type="checkbox"/>	<input type="checkbox"/>
(b) water penetration?	<input type="checkbox"/>	<input type="checkbox"/>
(c) previous flooding or water drainage?	<input type="checkbox"/>	<input type="checkbox"/>
(d) soil erosion or water ponding?	<input type="checkbox"/>	<input type="checkbox"/>
(2) previous structural repair to the foundation systems on the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(3) settling or soil movement materially and adversely affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(4) pest infestation from rodents, insects, or other organisms on the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(5) termite or wood rot damage on the Property needing repair?	<input type="checkbox"/>	<input type="checkbox"/>
(6) mold to the extent that it materially and adversely affects the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(7) mold remediation certificate issued for the Property in the previous 5 years? <i>if yes, attach a copy of the mold remediation certificate.</i>	<input type="checkbox"/>	<input type="checkbox"/>
(8) previous termite treatment on the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(9) previous fires that materially affected the Property?	<input type="checkbox"/>	<input type="checkbox"/>
(10) modifications made to the Property without necessary permits or not in compliance with building codes in effect at the time?	<input type="checkbox"/>	<input type="checkbox"/>
(11) any part, system, or component in or on the Property not in compliance with the Americans with Disabilities Act or the Texas Architectural Barrier Statute?	<input type="checkbox"/>	<input type="checkbox"/>

If you are aware of any conditions described under Paragraph B, explain. (Attach additional information, if needed.) _____

The undersigned acknowledges receipt of the foregoing statement.

Seller or Landlord: City of Kingsville, TX

Buyer or Tenant: SC Construction

By: _____
 By (signature): Deborah Balli
 Printed Name: Deborah Balli
 Title: Interim City Manager

By: _____
 By (signature): Santiago Cantu
 Printed Name: Santiago Cantu
 Title: 24 PER

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

By: _____
 By (signature): _____
 Printed Name: _____
 Title: _____

NOTICE TO BUYER OR TENANT: The broker representing Seller or Landlord, and the broker representing you advise you that this statement was completed by Seller or Landlord, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

AGENDA ITEM #14

AGENDA ITEM #15

RESOLUTION #2019-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND LIBERTAS REAL ESTATE GROUP, LLC; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville, Texas ("City") desires to implement economic development programs authorized by Texas law and approved by the Kingsville City Commission, including those authorized by Chapter 380 of the Texas Local Government Code, to promote State and local economic development and to stimulate business and commercial activity in the City of Kingsville, Texas; and

WHEREAS, the City finds that the sales tax rebates and other financial incentives to assist the developer with recouping some of the development costs for Libertas Real Estate Group, LLC ("Company") as stated in the attached Economic Development Agreement for the construction, development and opening of a Chick-fil-a store within the city limits of Kingsville, Texas would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose; and

WHEREAS, the City intends to provide the financial incentives as stated in the agreement in exchange for Company developing and constructing a commercial property for Chick-fil-a within the city limits of Kingsville, Texas; and

WHEREAS, if Company does not meet the requirements set out in the agreement, then Company shall not receive the economic benefits available; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into the agreement attached hereto.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Economic Development Agreement between the City of Kingsville, Texas and Libertas Real Estate Group, LLC 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
28th day of October, 2019.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**Agreement to be distributed at the
meeting.**

AGENDA ITEM #16

AGENDA ITEM #17