

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION**

**MONDAY, NOVEMBER 9, 2015  
REGULAR MEETING**

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

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


#### **OPEN MEETING**

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

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

Regular Meeting – October 26, 2015

APPROVED BY:

  
Jesus A. Garza  
City Manager

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

1. Public hearing to consider an ordinance granting a special use permit for 1055 South US HWY 77 (.088 acres, Lot 8, Jesse 2) for car storage for Enterprise Rent A Car. (Planning & Economic Development Director).
2. Public hearing to consider approval of the preliminary plat for the Estates at Wildwood Trail Phase II (25 lots) 6.751 acres located at KT&I Co., Block 17, Lot 2, 3, PT 7, also known as Wildwood Trails Subdivision. (Planning & Economic Development Director).
3. Public hearing to consider approval of the final plat for the Estates at Wildwood Trail Phase II (25 lots) 6.751 acres located at KT&I Co., Block 17, Lot 2, 3, PT 7, also known as Wildwood Trails Subdivision. (Planning & Economic Development Director).

### **III. Reports from Commission & Staff.<sup>2</sup> (City Manager's Staff Report Attached).**

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

*Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."*

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

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

#### **V.**

##### **Consent Agenda**

##### **Notice to the Public**

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

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

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

1. Motion to approve resolution authorizing the Mayor to enter into an agreement with the Texas Department of Transportation to contribute right of way funds (fixed price) for improvements to US 77 for right of way acquisition and the relocation and adjustment of utilities from General Cavazos Blvd. to the southern city limits along US 77. (Mayor Fugate).
2. Motion to approve the Historical Development Board decision on an application for a new garage at 402 E. Huisache Ave., which was unanimously approved by the board. (Downtown Manager).
3. Motion to approve the Historical Development Board decision on an application for windows replacement at 418 E. Fordyce Ave., which was unanimously approved by the board. (Downtown Manager).
4. Motion to approve the Historical Development Board decision on an application for a new front porch at 324 E. Lott Ave., which was unanimously approved by the board. (Downtown Manager).
5. Motion to approve the Historical Development Board decision on an application for a roof repair and siding replacement at 429 E. Fordyce Ave., which was approved by a 3-2 vote of the board. (Downtown Manager).
6. Motion to consider approval of out-of-state travel for Task Force agent Mike Tamez to the Operation Pipeline training in Phoenix, Arizona on November 18-20, 2015 with the DEA paying all travel expenses and per diem. (Task Force Commander).
7. Motion to approve final passage of an ordinance amending the fiscal year 2015-2016 budget to include Texas Department of Transportation agreement to contribute right-of-way funds for US-77 Hwy/I-69. (Finance Director).

8. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 General Fund Budget to accept and expend a donation for the Kingsville Fire Department. (Finance Director).
9. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 Utility Fund and CO Series-2011 Utility Budget for Water Well #23 repairs, completion of the 18" waterline transmission project, and completion of Water Well #25. (Finance Director).
10. Motion to approve final passage of an ordinance amending the Code of Ordinance of the City of Kingsville, Texas, Chapter XI, Article 7, Food Sales and Food Establishments, Sections 15 & 17, providing for adoption of new Texas Food Establishment Rules and clarification of permit provisions. (Health Director).
11. Motion to approve final passage of an ordinance amending the Code of Ordinances of the City of Kingsville, Texas, Chapter XV, Article 5, Historical Districts and Landmarks, Section 15-5-4, providing for an application and fee for Local Historic Landmark Designation. (Downtown Manager).
12. Motion to approve final passage of an ordinance amending the Code of Ordinances of Kingsville, Texas, Chapter XV-Land Usage, Article 1-Building Regulations, Section 15-1-56, providing for adoption of the 2014 edition of the National Electric Code. (Planning & Economic Development Director).
13. Motion to approve final passage of an ordinance amending the Code of Ordinances of the City of Kingsville, Texas, Chapter IX-General Regulations, Article 10-Streets and Sidewalks, to add Street Maintenance Fee Sections to establish monthly street maintenance fees for the purpose of funding the city streets system, establishing a street maintenance fund and an appeals process. (Public Works Director/City Engineer).

## **REGULAR AGENDA**

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

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

14. Consider introduction of an ordinance granting a special use permit for 1055 South US HWY 77 (.088 acres, Lot 8, Jesse 2) for car storage for Enterprise Rent A Car. (Planning & Economic Development Director).
15. Consider approval of the preliminary plat for the Estates at Wildwood Trail Phase II (25 lots) 6.751 acres located at KT&I Co., Block 17, Lot 2, 3, PT 7, also known as Wildwood Trails Subdivision. (Planning & Economic Development Director).
16. Consider approval of the final plat for the Estates at Wildwood Trail Phase II (25 lots) 6.751 acres located at KT&I Co., Block 17, Lot 2, 3, PT 7, also known as Wildwood Trails Subdivision. (Planning & Economic Development Director).
17. Consider request from County Judge for waiver of rental fee for J.K. Northway building for courthouse restoration concert. (Commissioner Pecos).
18. Consider a resolution casting the City of Kingsville's votes for candidate Al Garcia to the Board of Directors of the Kleberg County Appraisal District. (City Attorney).
19. Consider a resolution authorizing the release of Chapter 59 funds of the Kingsville Specialized Crimes and Narcotics Task Force for donation to the Boys & Girls Club of Kingsville for drug abuse prevention programs. (Task Force Commander).

20. Consider a resolution authorizing the release of Chapter 59 funds of the Kingsville Specialized Crimes and Narcotics Task Force for donation to Family Counseling Services for drug abuse prevention programs. (Task Force Commander).
21. Consider a resolution authorizing the release of Chapter 59 funds of the Kingsville Specialized Crimes and Narcotics Task Force for donation to the Parks Department for drug abuse prevention programs. (Task Force Commander).
22. Consider acceptance of approximately \$3,450.00 in donations for the Parks Department. (Finance Director).
23. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 General Fund Budget to accept and expend 5K and other donations for the Parks Department. (Finance Director).
24. Consider authorizing purchase of storage array, as per staff recommendation. (Purchasing & Technology Director).
25. Consider resolution authorizing the Mayor to enter into a Governmental Lease/Purchase Agreement by and between Capital City Leasing, Inc., and the City of Kingsville for a storage array, as per staff recommendation. (Purchasing & Technology Director).
26. Consider authorizing emergency replacement of the ground storage tank at water well #22. (Purchasing & Technology Director).
27. Consider authorizing the Mayor to execute a proposed settlement agreement with the TCEQ for wastewater case #51346. (City Engineer/Public Works Director).

## **VII. Adjournment.**

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

### **NOTICE**


This City of Kingsville and Commission Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail [mvalenzuela@cityofkingsville.com](mailto:mvalenzuela@cityofkingsville.com) for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board in the City Hall, 200 East Kleberg, of the City of Kingsville, Texas, a place



convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

November 6, 2015 at 3:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

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

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

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

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

OCTOBER 26, 2015

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, OCTOBER 26, 2015 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.**

**CITY COMMISSION PRESENT:**

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

**CITY STAFF PRESENT:**

Courtney Alvarez, Interim City Manager/City Attorney  
Mary Valenzuela, City Secretary  
Tom Ginter, Director of Planning & Development Services  
Deborah Balli, Finance Director  
Diana Gonzales, Human Resources Director  
Charlie Cardenas, Public Works Director/Engineer  
Tony Verdin, IT Specialist  
Susan Ivy, Parks Manager  
Leo Alarcon, Tourism Director  
Emilio Garcia, Health Director  
Robert Rodriguez, Library Director  
Melissa Perez, Risk Manager  
David Mason, Purchasing Director  
Cynthia Martin, Downtown & Volunteer Supervisor  
Ricardo Torres, Police Chief  
Willie Vera, Task Force Commander  
Jimmy Saenz, Golf Course Manager  
Bill Donnell, Assistant Public Works Director  
Joey Reed, Fire Chief  
Joe Casillas, Water Production Supervisor

**I. Preliminary Proceedings.**

**OPEN MEETING**

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

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

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

**MINUTES OF PREVIOUS MEETING(S) – Required by Law**

Regular Meeting – October 12, 2015

Mayor Fugate called for a motion to approve the minutes of October 12, 2015.

**Motion made by Commissioner Leubert to approve the minutes of October 12, 2015 as presented, seconded by Commissioner Pecos and Commissioner Garcia. The motion was passed and approved by the following vote Garcia, Leubert, Pecos voting “FOR”. Pena and Fugate “ABSTAINED”.**

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

1. NONE.

**III. Reports from Commission & Staff.<sup>2</sup> (City Manager's Staff Report Attached).**

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

Mrs. Courtney Alvarez, Interim City Manager/City Attorney, announced that the Risk Manager's Office will be hosting a safety training class on Tuesday, October 26<sup>th</sup> at 9:30 a.m. and 1:30 p.m. regarding Preventing Slips, Trips, and Falls. October 28<sup>th</sup>, the City of Kingsville will be sponsoring the 7<sup>th</sup> Annual Safe Trick or Treating Event from 4:00 p.m. to 6:00 p.m. in the downtown area. The Run for your Life Event scheduled for this past weekend was canceled due to weather conditions. Therefore, Park Staff has contacted some individuals that had made donations to the event and see if they wanted to either receive a refund or have those funds be used for other parks events later this year. For this reason, staff is asking for the City Commission to not take any action on agenda items 9 and item 10, until staff hears back from the sponsors. Alvarez further reported that the next regular City Commission is scheduled for November 9<sup>th</sup>, with agenda items and staff reports due Friday, October 30<sup>th</sup> before 5:00 p.m. Alvarez also notified the City Commission that staff has received notice today the City received a Certificate of Achievement for Excellence and Financial Reporting. The Downtown Manager provided some information to staff regarding a downtown online survey project that the Texas Historical Commission will be hosting with 73 certified local governments and 87 local Main Street Programs as their initial target users. She further commented that some of the information that was done recently on the inventory with the University would be helpful for this. There will be some additional information that would be needed if chose to participate. She stated that staff would need to apply and there is no cash match and no funding requirements and cost associated with this would be covered as it is a pilot program and applications are due November 4<sup>th</sup>. Mrs. Alvarez further commented that she would like to thank staff for their hard work in making sure the things drained well during the storm on Saturday. She further thanked the City Commission in allowing her to serve in the Interim City Manager position. She also thanked staff for help and support during this term.

Commissioner Leubert commented that the Kingsville Farmers Market was rained out last Saturday, therefore it has been moved to this Saturday, October 31<sup>st</sup>. Leubert also

asked if Mr. Jimmy Saenz, Golf Course Manager could update the City Commission on the Golf Course conditions.

Mr. Saenz reported that due to the rains this past weekend, tournaments were postponed to this upcoming weekend. He further stated that every Saturday for the rest of the year, the Golf Course is booked with upcoming tournaments. Membership has increased by 50% and awaiting approval of new carts. Saenz stated that the Golf Course has received some female golfers and seeing new individuals coming in to the golf course. The golf course also is seeing some visitors coming in from Corpus Christi. The Golf Course is doing very well, but there is still some cleanup work to do.

Commissioner Leubert thanked Mr. Saenz and his staff for all their hard work.

Mrs. Alvarez commented that staff has asked Mr. David Brown, Architect working on the new City Hall, to come in making a presentation to the City Commission on the color that will be used for the new City Hall.

Mr. David Brown, Architect, made a presentation to the Commission on the colors of walls, flooring, and ceiling tiles for the new City Hall. A presentation board was shown to the City Commission with samples of colors, flooring, ceiling tiles being used.

Mayor Fugate asked when our proposed move-in date is scheduled for. Mr. Brown responded that it is still scheduled for January, 2016. Mayor Fugate stated that once the City Manager starts, he would like for staff to take him on a tour of the new city hall.

Commissioner Leubert asked staff if the Caesar ditch will be trimmed up. Mr. Cardenas responded that it makes it difficult due to the fence and metal beam guard rail that is in place, to get equipment in there to maintain and clean the area. Cardenas further commented that this area would probably need to be cleaned by hand with a weedeater. He stated that during the storm this past weekend, this area flowed very well.

Commissioner Garcia thanked Mrs. Alvarez for filling in as Interim City Manager while the search for a new City Manager took place.

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

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

Ms. Lisa Hewitt, 414 E. Trant Rd, commented that she would like to speak about the Stride for Health 5K/10K Run and 3K Explore the history of Kingsville walking tour. These are new events put on by the First United Methodist Church. The purpose of these events is that it is part of the King Ranch Festival on the weekend of November 21<sup>st</sup> and 22<sup>nd</sup>. The event is also designed to improve the quality of life with the residence of Kleberg County by encouraging a healthy life style includes physical fitness. This event will take place on November 21<sup>st</sup> at 7:15 a.m. beginning at First United Methodist Church.

Mr. Jim Carrant, 1634 W. Santa Gertrudis, Pastor of First United Methodist Church, commented that he would like to make it clear that this is not a fundraiser for the Church. The church is putting up the money for this event. It is to benefit the community and the non-profits within this community. Each runner can choose a non-profit in our community,

and which ever non-profit signs up the most runners the Church is guarantying that the non-profit will receive at least \$500.00.

V.

### **Consent Agenda**

#### **Notice to the Public**

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#### **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.<sup>4</sup>**

##### **1. Consider a resolution authorizing the Mayor to enter into an Interlocal Agreement between Kleberg County and the City of Kingsville for Hazard Mitigation Plan; repealing all conflicting resolutions and providing for an effective date. (Mayor Fugate).**

Oralia Cardenas and Mary Mora of Grant Works made a presentation to the City Commission. Ms. Cardenas reported that during a meeting with Judge Madrid, Judge Turcotte, and Mayor Fugate, it was discussed the benefit of the three entities teaming up together to apply for grant funding for a Hazard Mitigation Plan. The reason Kenedy County has been included in this agreement is that if they go out on their own, the price will goes up. The State Emergency Management does not prohibit another county to join another county in this type of application. Cardenas further commented that in the Commission packet, there is a handout that states where each entity stands with their current mitigation plan. Kenedy County and Kingsville are both part of the Coastal Bend COG hazard mitigation plan, except that Kingsville has not adopted it as of yet and this is an opportunity that Kingsville can do if they chose to and is eligible to apply for funding that becomes available for hazard mitigation. She further stated that Kenedy County's plan has expired in 2013, therefore making it important for them that this plan gets started. The deadline to apply for this grant is November 29<sup>th</sup>. Kleberg County will take the lead in this grant application and will apply for the funds. In the resolution, it will identify who the three parties involved. Kleberg County will take the lead in the procurement process to hire the services for both an application preparer and to prepare the plan. Cardenas further stated that to participate in this Hazard Mitigation Plan, all three entities participate the match share total of \$20,000.00 for an \$80,000.00 plan which is \$6,667. If each entity chose to go on their own with a plan of \$66,667.00 the match would be \$16,667.00. The City of Kingsville will save \$10,000.00 by participating in this plan with the other two entities. Within the Hazard Mitigation Plan, the funding is available for such things as drainage improvements for warning signs which is part of the

City's emergency management plan. The must have this hazard mitigation plan in order to apply for these types of funds that become available periodically by the State. It will take a year to receive notification on whether the City will be funded or not.

Mrs. Mary Mora commented that each entity will have its own dedicated plan.

Ms. Cardenas stated that once this plan is approved, the City of Kingsville can independently apply for these funds individually. This is an equally benefit for each of the three entities to participate so that each can independently apply in the future.

Commissioner Pena asked if the City of Kingsville has ever had access to these monies before.

Ms. Cardenas responded that she is not sure, but she is aware that the City has participated in a plan that has not been approved which was prepared by the COG.

Commissioner Garcia asked if the City's plan will expire in 2017. Ms. Cardenas responded that the plan that was prepared by the COG will expire in 2017, but the City still has to adopt it. Commissioner Garcia asked if the COG plan will have to be redone in 2017 for the entities to continue. Ms. Cardenas responded no, this will be an update; it would be the City's independent and would not be a part of the COG plan.

Mayor Fugate asked Mrs. Alvarez is she had any issues with this agreement after reviewing it.

Mrs. Alvarez responded that after she met with Ms. Kirby of Grants Works, she was told that it was best if every so many years the City would update the plan as the City's needs change over the course of time. Also the City looks to save the tax payers \$10,000.00 by joining in with the other two entities.

Commissioner Garcia asked if the administrative fees for this grant will be proportioned out.

Ms. Cardenas responded no, it is part of the grant. The total package is \$80,000.00 to prepare the plan. A portion of this is the match, to which the federal share is \$60,000.00 and the local match, divided by three entities, is \$20,000.00.

**Motion made by Commissioner Pena to approve this resolution, seconded by Commissioner Garcia.**

Commissioner Pecos asked staff where this money will be expended from. Mrs. Alvarez stated that the \$6,677.00 it will be expended from funding source. Alvarez further stated that when talking to the ladies from Grant Works, it was not foreseeable that the funds would be coming out of this year's fiscal budget, due to the time period that it takes. Alvarez also stated that in the event that it does, staff had set aside during the budgetary process some funds for grants in the City Special accounts.

**Motion was passed and approved by the following vote: Leubert, Pecos, Pena, Garcia, Fugate voting "FOR".**

**2. Consider a resolution authorizing the Mayor to enter into an agreement with the Texas Department of Transportation to contribute right of way funds (fixed price) for improvements to US 77 for right of way acquisition and the relocation and adjustment of utilities from General Cavazos Blvd. to the southern city limits along US 77. (Interim City Manager).**

Mrs. Alvarez reported that the total project that TXDOT will be working on is from General Cavazos Boulevard to the southern city limits along US Hwy 77, however the portion that they are requesting from the City would just be for the portion of the project that falls within the City limits.

Oscar Solis, TXDOT representative stated that this project is part of the I-69 corridor on US Hwy 77. Work has already begun in the Robstown and Bishop areas. The next step will begin from General Cavazos south of the Y, connection with Business 77 and US 77. Solis further stated that with this project, they will require some additional right of ways.

At this time, Mr. Charlie Cardenas, Public Works Director/Engineer, presented the City Commission with a map of the area that is being worked on.

Mayor Fugate commented that the significance of these improvements are that it will make ready for any monies that may be available for the overpass at FM 1717.

Mr. Solis stated that currently, they do not have construction funding but with the work that is being done now, with the right of way acquisition and utility adjustments and putting in place these agreements puts them in a good position to capitalize when monies do become available. Mr. Solis stated that they have estimated \$3.5 million dollars for right of ways and utility adjustments with the local match normally being 10%. Solis continued to state that last week they were notified that Kleberg County has been classified for FY 2016, as economically disadvantaged county. What this means to the City is that it brings the contribution down to 5%, which is approximately \$176,000.00 contribution from the City.

Commissioner Leubert asked about the timeline to have all this in place.

Mr. Solis responded that the agreement needs to be in place as quick as possible. The reason for this is that the appraisals on the right of ways have already been conducted and have a shelf life. If we don't get this agreement in place within the next month or so, the project could be in jeopardy of putting the timeline back and having to reappraise some of these parcels. Solis further stated that he does not have a timeline as far as the construction goes.

Commissioner Garcia asked if the RV Park and South Creek Subdivision will have an access road to exit.

Mr. Cardenas stated that they will make a right out of both locations and go down to the Y, which will be closed off, and do a turn around to head north.

Commissioner Garcia asked that on page 3 of 10 section e of the agreement, it reads that if there is a drainage problem that was not anticipated by the State or the City, the city would handle that expense.

Mr. Solis stated that this is correct.

Commissioner Garcia then asked if staff has looked into this issue. Mr. Cardenas responded that staff has not looked into this, as they are still in the preliminary phases as far as design is concerned. However, to the City and State advantage, there is a creek in the middle of the project, so drainage should not be an issue. Commissioner Garcia asked if erosion could be a problem. Mr. Cardenas responded yes.

Mrs. Alvarez commented that it reads that if the County Commissioners Court had issued a rule or an order or policy, directive or if the local government had jurisdiction over that



area had issued a rule, policy, or directive that impacted the outdoor advertising or stormwater facility requirements and made them more restricted in the State or Federal requirements, then the City would be responsible.

Commissioner Garcia stated that he is concerned for any drainage or erosion that may occur within this area during the construction of this project.

Mr. Solis stated that this is something that can be looked into during the project development and design.

**Motion made by Commissioner Pena to approve this resolution.**

Mrs. Alvarez stated that she would like to include a modification to the resolution and have it included with Commissioner Pena's motion. The modification on the resolution would read; "WHEREAS, the City's 5% contribution equals \$176,348.32, which can be paid out over six (6) equal annual installment payments of \$29,391.39.

**Commissioner Pena stated that with his motion, he would like to include the modification just stated by Mrs. Alvarez, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Pecos, Pena, Garcia, Leubert, Fugate voting "FOR".**

**3. Consider introduction of an ordinance amending the fiscal year 2015-2016 budget to include Texas Department of Transportation agreement to contribute right-of-way funds for US-77 Hwy/I-69. (Finance Director).**

Mrs. Deborah Balli, Finance Director reported that this amendment is for the above item. Balli further reported that when staff brings back this item for adoption, it will have updated numbers.

Mrs. Alvarez stated with the lower amount of \$29,391.39.

Introduction item.

**4. Consider authorizing the purchase of one John Deere Tractor with loader bucket for the Ground Maintenance Department, via Buyboard as per staff recommendation. (Purchasing/Technology Director).**

Mr. Mason reported that this item is for the purchase of one John Deere Tractor with loader bucket for the new Ground Maintenance Department. The best value for the City is a John Deere 6105D from John Deere & Company, with Robstown Hardware as the delivering dealer. This item is being purchased under BuyBoard contract 447-14, satisfying state purchasing law regarding competitive bidding regulations. The price with discount is \$58,700.50 and is a budgeted capital improvement item.

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

**5. Consider authorizing the lease of forty-five (45) new 2016 Yamaha Golf Carts for the L.E. Ramey Golf Course, via Buyboard as per staff recommendation. (Purchasing/Technology Director).**

Mr. David Mason, Purchasing/Technology Director, reported that this item is for the purchase of forty-five (45) new golf carts. The current electric carts have come to the end of their useful life and this lease will provide new gasoline carts. The best value for the City is forty-five (45) new 2016 Yamaha Drive EFI gas golf carts at an operating cost of \$50.00 per month per cart or \$2,250.00 total monthly. This also includes a 2013 Adventurer One Utility Cart from the previous lease and a 2013 Adventurer One Range Picker free. The carts will be acquired under BuyBoard Contract #447-14, satisfying State purchasing law regarding competitive bidding regulations. The operating lease is being done by Yamaha Commercial Customer Finance.

**Motion made by Commissioner Pena to approve this lease, seconded by Commissioner Pecos.**

Commissioner Garcia asked what will happen with the old carts. Mr. Mason's response was that they will be picked up but will leave the utility cart.

**The motion was passed and approved by the following vote: Garcia, Leubert, Pecos, Pena, Fugate voting "FOR".**

**At this time, Mayor Fugate asked if there were no objections made by the City Commission, he would like to take agenda item #14 before taking action on agenda item #6. No objections were made from the City Commission.**

**6. Consider a resolution designating the authorized signatories for Financial, Health Trust Plan, and other items of City business from Interim City Manager to City Manager. (Interim City Manager).**

Mayor Fugate commented that this item is for the purpose of housekeeping. It's basically to remove the responsibilities from the Interim City Manager to the incoming new City Manager.

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

**7. Consider acceptance of a \$500 donation for the Kingsville Fire Department. (Director of Finance).**

Mayor Fugate commented that he would like to thank the Kingsville Fire Department for all the hard work they do for our community.

**Motion made by Commissioner Pena to approve the acceptance of a \$500.00 donation for the Kingsville Fire Department, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pecos, Pena, Garcia, Leubert, Fugate voting "FOR".**

**8. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 General Fund Budget to accept and expend a donation for the Kingsville Fire Department. (Director of Finance).**

Chief Reed reported that this money will be deposited into the Employee Recognition line item within the Fire Departments budget.

Introduction item.

**9. Consider acceptance of approximately \$1,500.00 in donations for the Parks Department for the 5K run event. (Finance Director).**

No discussion or action taken on this item.

**10. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 General Fund Budget to accept and expend donations and entry fees for the Parks Department. (Finance Director).**

No discussion or action taken on this item.

**11. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Utility Fund and CO Series-2011 Utility Budget for Water Well #23 repairs, completion of the 18" waterline transmission project, and completion of Water Well #25. (Finance Director).**

Mrs. Balli reported that this item is for projects that were not completed during last year's budget and carrying forward these projects to the new fiscal year. She further stated that during the budget process, staff was not aware if these projects were going to be completed last year or the following year, so therefore they were not budgeted into the new fiscal year budget.

Mr. Bill Donnell, Assistant Public Works Director, reported that staff believed these projects would have been completed during last year's budget. Water Well #25 the well drill had some problems during a 36 hour test which made a bit longer to complete the testing. Donnell further stated that the 5125 with the 18" waterline, there are still two connections that need to be done. Water Well #23 is requiring some additional repairs in order to get it back on line.

Mayor Fugate asked if these monies are available for these projects to be completed.

Mrs. Alvarez responded that monies is available in the Utility Fund-Fund Balance.

Introduction item.

**12. Consider introduction of an ordinance amending the Code of Ordinance of the City of Kingsville, Texas, Chapter XI, Article 7, Food Sales and Food Establishments, Sections 15 & 17, providing for adoption of new Texas Food Establishment Rules and clarification of permit provisions. (Health Director).**

Mr. Emilio Garcia, Health Director, reported that the Texas Department of State and Health Services recently updated their Texas Food Establishment Rules and was adopted and approved by the State of Texas. In order for the Health Department to be in compliance, the City Commission would need to adopt the updated rules.

Introduction Item.

**13. Consider introduction of an ordinance amending the Code of Ordinances of the City of Kingsville, Texas, Chapter XV, Article 5, Historical Districts and Landmarks, Section 15-5-4, providing for an application and fee for Local Historic Landmark Designation. (Downtown Manager).**

Mrs. Martin reported that the Historical Development Board recommends having a special application solely for local designation of these properties. The design of a plaque to mark local landmarks has previously been presented and approved by the City Commission. The Board now recommends instituting a fee to cover the cost of the plaque and associated administrative costs. The fee for each marker will be \$125.00. The cost to make these markers is around \$85.00. The additional fee being charged for these markers will be put aside and used for those that cannot pay the marker fee.

Introduction item only.

**14. Consider City participation in the 2015 Stride for Health 5K/10K Run to take place on November 21, 2015. (Downtown Manager).**

Mrs. Cynthia Martin, Downtown Manager reported that the First United Methodist Church of Kingsville has applied for sponsorship of the 2015 Stride for Health 5K/10K Run from the City of Kingsville in terms of waiver of fees and support costs from City departments for this event. Mrs. Martin further stated that during a meeting that took place last week with city staff and representatives for this event, a discussion of police protection came up. The intersections of Santa Gertrudis and Armstrong, and Santa Gertrudis and 3<sup>rd</sup> Street are of a concern as they are the busiest intersections. She stated that Mr. Charlie Cardenas suggested closing the shoulder on these roads. An additional request was made, that being one patrol car at each intersection to assist with directing traffic. This would cost the City an additional \$300.00.

Commissioner Leubert asked if the University Police Department has been contacted to assist with this event.

Mrs. Martin responded that they have been contacted and they will be assisting in the area that goes through the University.

Commissioner Pecos asked if the County Reserve Officers have been contacted to assist.

Mrs. Martin responded that they can contact them and see if they could assist with the event.

Mr. Cardenas responded that this is at the same time as the Ranchhand Breakfast and typically the County Reserve Officers are over at the King Ranch directing traffic.

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

**15. Consider approving revised letter agreement with Darrel Meadows as per staff recommendation. (Director of Planning & Development Services).**

Mayor Fugate asked Mrs. Alvarez, that after reading the attachments for this item, would it be considered legal sensitive and is it something that the Commission would need to discuss in closed session.

Mrs. Alvarez responded that the City Commission had previously approved the August 13, 2012 letter agreement and it was included in the packet at that time. Alvarez further stated that there were some items in there that the City had so that they were committed to do in exchange for some other things that Mr. Meadows was providing to the City. There were some items in the 2012 agreement that are still outstanding and with the new development, there was a little extra square footage above that was going to be built out above what was originally designated in the 2012 agreement. Since the City and Mr. Meadows had some outstanding items, it seemed like a good opportunity to renegotiate and staff worked with Mr. Meadows on that and it is her understanding from having talked to staff, that Mr. Meadows is agreement with what is listed.

Mayor Fugate stated that there was some language that concerned him and wasn't sure if that would need to be discussed during open session.

Mrs. Alvarez stated that some of the information attached to the packet is the same that was in the prior document that the Commission had approved and Mr. Meadows had signed off on.

Mr. Ginter reported that in 2012, the City Commission approved the agreement with the City doing the drainage at 1500 E. General Cavazos and building permits would be waived in the future. Ginter further stated that Mr. Meadows has approached the City now, requesting for the building permit fees to be waived for the building that was approved with the Special Use Permit at the last City Commission meeting for the location of 700 General Cavazos, which amount to \$4,830.00. Ginter also stated that in return, Mr. Meadows will pay for and construct the drainage improvement to the property 1500 E. General Cavazos.

Commissioner Garcia asked for the location of the drain pad. Mr. Ginter responded that it will be located on the East side of the building located at 1500 E. General Cavazos, running north and south.

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

**16. Consider introduction of an ordinance amending the Code of Ordinances of Kingsville, Texas, Chapter XV-Land Usage, Article 1-Building Regulations, Section 15-1-56, providing for adoption the 2014 edition of the National Electric Code. (Director of Planning & Development Services).**

Mr. Ginter reported that by recommendation of the Building Official, staff is requesting the adoption of this code.

Introduction item.

**17. Consider introduction of an ordinance amending the Code of Ordinances of the City of Kingsville, Texas, Chapter IX-General Regulations, Article 10-Streets and Sidewalks, to add Street Maintenance Fee Sections to establish monthly street maintenance fees for the purpose of funding the city streets system, establishing a street maintenance fund and an appeals process. (Public Works Director/City Engineer).**

Mr. Charlie Cardenas, Public Works Director/Engineer, made a PowerPoint presentation to the City Commission regarding the Street Maintenance Fee.

Mr. Cardenas reported that in this year (2015), 32 blocks of (2.50 miles) have been done and have about 18 blocks to go for this year. This is a 20 year program and doing 40 blocks per year. The residential fee will be kept at \$5.00 which is approximately 69% of total fees that is being collected. The residential cost is a total of \$620,979.00 which is broken down by Single Family (6,636) \$398,160.00; Apartments/MH(3,999) \$203,949.00; and Multi Family (170) \$18,870.00.

Commissioner Garcia questioned where the 85% occupancy comes from.

Mr. Cardenas responded that the 85% occupancy rate comes from a previous discussion when it was mentioned that some units are not occupied by a tenant. Through the City Commission, they decided that 85% would be a good occupancy rate for the City. These numbers can be changed; they can go up or lower. Cardenas continued to say that in this formula, we have the \$5.00 fee that every residential will be paying then you consider the Equivalent Residential Units (ERUs) which is the footprint of the house divided by standard that is 2425sqft which is the average square footage of a property in Kingsville. Then you have the Trip Generators as per the Institute of Transportation Engineers (ITE) Handbook and Manual has a certain Trip Factor of 170 different categories. The cost of \$5.00 times ERU times .10 of ITE trip generation (90% discount). Cardenas further stated that there are 11 Tiers capping system based on ERU & Trip Generations. The Tier capping system is based on calculated points which are; Tier 1: >40 = \$150 (54); Tier 2: 39.99 to 20 = \$125 (41); Tier 3: 19.99 to 14 = \$100 (28); Tier 4: 13.99 to 12 = \$75 (15); Tier 5: 11.99 to 10 = \$50 (11); Tier 6: 9.99 to 6 = \$40 (57); Tier 7: 6.99 to 5 = \$30 (11); Tier 8: 4.99 to 4 = \$25 (34); Tier 9: 3.99 to 3 = \$20 (23); Tier 10: 2.99 to 2 = \$15 (44); Tier 11: 1.99 to 0 = \$10 (155). Nonresidential yearly cost equals to \$285,960.00; total yearly cost equals \$903,879.00. Cardenas further stated that \$331,965.00 is in fiscal year 2015/2016 budget and will be used to these amounts. Once the 2015-2016 year is over, an evaluation of the increases in the taxes can be done to earmark future funds. Cardenas stated that there will be an Appeal Board in place. This Board will meet once a month and is comprised of the Director of Public Works, Finance Director, Director of Planning & Development Services and two Kingsville residents appointed by the City Manager. The Appeals Board can decide action on appeals include contacting the Utility Billing Office for rate correction or fee dismissal. Non-action decision from the appeals board will result on no changes to the fee.

Commissioner Garcia asked if this presentation will be shared with the community.

Mr. Cardenas stated that this is public information. Cardenas stated that this fee will not take effect until January 1, 2016, which will give our customers two months' notice of the upcoming street improvement maintenance fee. It will allow us to establish an online appeal process, establish the Appeals Board, and establish "Frequently Asked Questions" (FAQ) on the city's website. Cardenas also stated that web links will be added to the city's website linking to the GIS System where the customers can review their Trip Generation and classification.

Mayor Fugate stated that he would encourage the City Commission to spread the word around town of this upcoming fee.

Mrs. Alvarez stated that in order to make sure that there is clarification; the ordinance also sets up a street maintenance fund, so that all funds collected for this purpose will go only into that fund and will be used for those designated purposes.

## **VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 7:33 p.m.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, TRMC, City Secretary

# **PUBLIC HEARING(S)**



# **PUBLIC HEARING #1**

**ORDINANCE NO. 2015-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR 1055 SOUTH US HWY 77 (0.88 ACRES, LOT 8, JESSE 2) FOR CAR STORAGE FOR ENTERPRISE RENT A CAR; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.**

**WHEREAS**, the Planning Commission has forwarded to the City Commission it's reports and recommendations concerning the application of Steven Overgaard agent for owner, Jesse Irene M. Est., for amendment to the zoning map of the City of Kingsville;

**WHEREAS**, with proper notice to the public, public hearings were held on Wednesday, October 26, 2015, during a meeting of the Planning Commission, and on Monday, November 9, 2015, during a meeting of the City Commission, in the Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, a majority of the Planning Commission voted 6-0 to APPROVE the requested special use permit; and

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

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

**SECTION 1.** That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a car rental facility on the premises known as 1055 South US HWY 77 (0.88 acres at Lot 8, Jesse 2), as more specifically describe on site plan attached as Exhibit A.

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

1. ALLOWED USE: The only uses authorized by this Special Permit other than the permitted "C2" Retail Commercial District uses is as a car storage facility for Enterprise Rent A Car.

2. TIME LIMIT: This Special Permit is good for the duration of the business from the date of this ordinance **unless** (a) the property is not being used for the purpose outlined in Condition 1, or (b) any other conditions have not been complied with, or (c) there is a change in ownership of the business.

4. SPECIAL CONDITION: (4.1) The applicant shall obtain all required licenses for

operating the business and permits for building, fire and health thereby meeting all adopted codes to operate said business, and shall cooperate with all annual fire safety, health, and sanitation inspections, in order to maintain compliance with state and city regulations for a car storage (rental) facility. (4.2) All activity on site shall be in complete compliance of all City codes, especially the nuisance, fire, building and zoning codes.

**SECTION 3.** That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendment to the Zoning Ordinance made by Section 1 of this ordinance.

**SECTION 4.** That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

**SECTION 5.** That to the extent that this amendment to the Zoning Ordinance represents a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

**SECTION 6.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

**SECTION 7.** That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville. Codification is not required.

**INTRODUCED** on this the 9th day of November, 2015.

**PASSED AND APPROVED** on this the 23rd day of November, 2015.

**THE CITY OF KINGSVILLE**

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

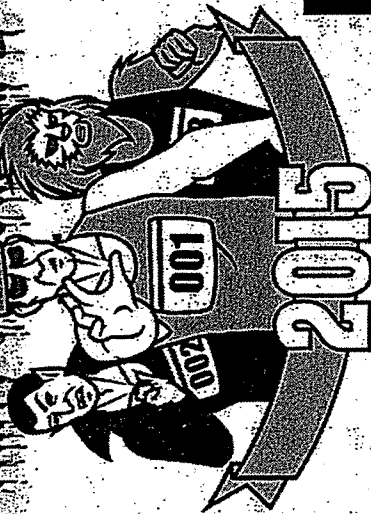
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# FIRST ANNUAL RUN FOR YOUR LIFE



## 5K RUN/WALK

A DRUG FREE, FAMILY EVENT

### AGES:

12+ ELIGIBLE FOR 5K

-12 CAN RUN THE KIDS RUN

### REGISTRATION:

\$25 FOR 5K RUN

\$5 FOR KIDS RUN

FREE T-SHIRT TO FIRST 50 PAID ENTRIES

### PRIZES:

1ST, 2ND, 3RD PLACE  
IN ALL AGE CATEGORIES

BEST COSTUME (ADULT &  
TEEN CHILD)

PIC HOUSE  
BURGERS



Kingsville

CAMPASS

# Run + Walk

WHEN:  
**SATURDAY, OCTOBER 24**

WHERE:  
**DICK KLEBERG PARK**

TIME:  
**KIDS RUN AT 5:00PM**  
**5K STARTS AT 5:15PM**  
**COSTUME CONTEST @ 4:45P.M**

★ IN CASE OF RAIN OUT ★

Date: October 31  
7:30am sign in  
Kids Race 8:00am, 5k 8:30am  
Rain Out will be announced  
October 24 on Parks FB Page

PLEASE JOIN US AFTER  
FOR A MOVIE AT THE PARK!

**HOTEL  
PENNSYLVANIA**

POPCORN BAR \$3  
CONCESSIONS WILL BE  
AVAILABLE

## PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 21, 2015 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:

Zarsky Development Company, owner Melden & Hunt, Inc., agent - Requesting the approval of preliminary and final plats of The Estates at Wildwood Trail Phase II (25 lots) 6.751 acres and The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision. Santos Benavidez, owner, Matthew Martinez, agent - Requesting a special use permit to operate a tattoo shop located at ORIG TOWN, BLOCK 23 LOT 14-16 (ECON-O-WASH) (ECON-O-WASH) also known as 429 N. 9th Street currently zoned as C1 (Neighborhood Services).

Jesse Irene M Est, owner, Steve Overgaard, agent - Requesting a special use permit to start construction for an Enterprise Rent A Car located at JESSE 2 LOT 8, ACRES 0.88 also known as HWY 77 currently zoned as C2 (Retail). The meeting will be held at City Hall, 200 East Kleberg, in the City Commissioner Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.


## PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, November 9, 2015 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:

Zarsky Development Company, owner Melden & Hunt, Inc., agent - Requesting the approval of preliminary and final plats of The Estates at Wildwood Trail Phase II (25 lots) 6.751 acres and The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision. Santos Benavidez, owner, Matthew Martinez, agent - Requesting a special use permit to operate a tattoo shop located at ORIG TOWN, BLOCK 23 LOT 14-16 (ECON-O-WASH) (ECON-O-WASH) also known as 429 N. 9th Street currently zoned as C1 (Neighborhood Services).

Jesse Irene M Est, owner, Steve Overgaard, agent - Requesting a special use permit to start construction for an Enterprise Rent A Car located at JESSE 2 LOT 8, ACRES 0.88 also known as HWY 77 currently zoned as C2 (Retail). The meeting will be held at City Hall, 200 East Kleberg, in the City Commissioner Chambers. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

To: Courtney Alvarez, Interim City Manager

From: Tom Ginter, Director of Planning and Development Services 

Date: October 30, 2015

Subject: Special Use Permit Request – Enterprise Rent A Car

The Planning and Zoning Commission reviewed this request at their October 21<sup>st</sup> meeting. The area is zoned for C2 but due to being storage of vehicles request a special use permit is required. The lot is north of Cesar and on the west side of Highway 77. As you know they are operating out of the Phil Neeseen dealership. This is a positive step since business is good and they desire to build a stand – alone office to rent vehicles to the public. We have not received any negative phone calls concerning this request. It is hoped that this project spurs future development along that side of 77.

**The Planning and Zoning Commission recommendation was to approve the request. All in favor, none opposed.**

# CITY OF KINGSVILLE

200 E. Kleberg Avenue  
Planning & Development Services Dept.  
Planning & Zoning Division

Kingsville, Texas 78363  
Phone: (361) 595-8055  
Fax: (361) 595-8065

## Master Land Use Application

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

Project Address 1055 South US Hwy 77 Located in the City Kingsville, TX

(Proposed) Subdivision Name Jesse Total number of Lots 1

Legal Description: Jesse 2, Lot 8

Existing Zoning Designation C-2 Future Land Use Designation SUP

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

Applicant/Authorized Agent Steven Overgaard Phone 901 238 7123 FAX \_\_\_\_\_

Email Address (for project correspondence only): Steven.a.Overgaard@ehi.com

Mailing Address 1505 Harry Wurzbach City San Antonio State Tx Zip 78209

Property Owner Enterprise Holdings Phone \_\_\_\_\_ FAX \_\_\_\_\_

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

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

Select appropriate request(s) for which approval is sought. Attach appropriate checklist(s) 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.....\$200.00
<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"/> Conceptual Development Plat.....\$100.00
<input type="checkbox"/> PUD Request.....\$250.00	<input type="checkbox"/> Subdivision Variance Request.....\$25.00 ea
<input type="checkbox"/> Lot Line Adjustment Plat.....\$100.00	<input type="checkbox"/> Amending Plat.....\$100.00

### Please provide a basic description of the proposed project:

construct 1100 sq ft building on current vacant land.

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: 7/16/15

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Application and Fee Accepted by: Adela Bannett Date: 9/16/15

To: Planning and Zoning Commission Members

From: Tom Ginter, Director of Planning and Development Services



Date: October 16, 2015

Subject: Agenda Item #4 and #5 – Special Use Permit Request Enterprise Rent A Car

The area is zoned for C2 but due to it being storage of vehicles a special use permit is required. The lot is north of Cesar and on the west side of Highway 77. Currently they are operating out of the Phil Neeseen dealership. This is a positive step since business is good they desire to build a stand-alone office to rent vehicles to the public. Enclosed are maps of the proposed layout of the developed site. There are vacant lots to the north and south with residential to the west of them. At this time we have not received any phone calls that are against this request.

Staff recommends approval of the Special Use Permit.

R1 R2 R3 R4 MH C1 C2 C3 C4 I1 I2 Ag

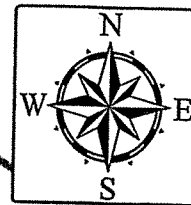
Drag strip, race track										S	S	
Gasoline service station							P	P	P	P		
Gasoline sales						S	P	P	P	P		
Commercial parking structure auto only							S	P	P	P		
Truck storage							S	S	P	P	P	
Used auto parts, sales, indoors							S	P	P	P	P	
New or reconditioned auto parts, indoors							S	P	P	P		
Seat cover or muffler installation shop							S	P	P	P		
Tire recapping and retreading shop									S	P	P	
Wrecking or salvage yards for auto or parts									S	S		
Storage of autos							<u>S</u>	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



### **Written Description of Use**

Enterprise Rent a Car is proposing the construction of a new +/- 1,100 sq ft building on the current vacant land located at 1055 S US HWY 77. The hours of operation for this business will be 7:30am until 6:00pm Monday through Friday and open from 9am-12pm on Saturday closed Sundays. Enterprise Rent a Car is in the business of renting and leasing motor vehicles which includes the preparation of vehicles such as washing and detailing. The wash area will be in compliance with all local and federal guidelines by using an oil water separator below grade and the wash process is by hand not a drive through car wash tunnel. Enterprise will employ 4 people in this new facility.

JESSE 2, LOT 8,



12828

21303

13657

23269

15702

24026

16440

24795

17203

25550

17961

16973

25303

**JESSE 2, LOT 8**

10013

15112

23647

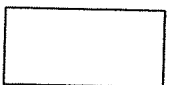
## Legend



City Limits



JESSE 2, LOT 8

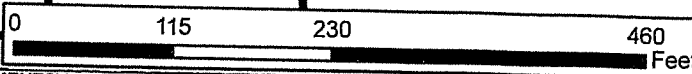


200ft Buffer

**Caesar**

**United States Highway**

**24th**



Document Path: \\SAM\Engineering and Public Works\Engineering\GIS Techs\MAPS\MAP\_DOCUMENTS\Arc\_City\_Address\_Assign\_Map\_8.5x11.mxd

Drawn By:  
Engineering Department

Last Update: 9/28/2015

Note:

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



**CITY OF KINGSVILLE  
ENGINEERING DEPARTMENT**

200 East Kleberg  
Kingsville, Texas 78363  
Office: 361-595-8005  
Fax: 361-595-8007

ROBERTO ISMAEL G  
810 S 24TH ST  
KINGSVILLE, TX 78363  
#23269

LEY CHRISTOPHER F  
816 S 24TH ST  
KINGSVILLE, TX 78363  
#15702

ALVAREZ ARTURO JR  
201 BILLY EVANS  
KINGSVILLE, TX 78363  
#24026

ALVAREZ ARTURO JR  
201 BILLY EVANS  
KINGSVILLE, TX 78363  
#24026

MOCTEZUMA VICTOR M JR  
830 S 24TH ST  
KINGSVILLE, TX 78363  
#16440

WILEY REVOC LIVING TRUST  
3901 MONTECITO DR #801  
DENTON, TX 76210  
#24795

JOSLIN JOHN N  
910 S 24TH ST  
KINGSVILLE, TX 78363  
#17203

YOUNGBLUT THOMAS A  
916 S 24TH ST  
KINGSVILLE, TX 78363  
#25550

REYNA TADEO  
1325 MICHAEL ST  
KINGSVILLE, TX 78363  
#17961

JESSE IRENE M EST  
1919 OKLAHOMA ST  
KINGSVILLE, TX 78363  
#16973

JESSE IRENE M EST  
1919 OKLAHOMA ST  
KINGSVILLE, TX 78363  
#25303

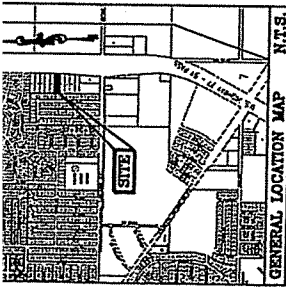
RUTKOSKI ULYSIA  
4899 OCEAN DR  
CORPUS CHRISTI, TX 78412  
#10013

GARCIA LEOPOLDO III  
2102 E CAESAR AVE  
KINGSVILLE, TX 78363  
#15112

WHITE LARRY L  
2305 CAPITAN DR APT A  
CORPUS CHRISTI, TX 78414  
#23647

### **Written Description of Use**

Enterprise Rent a Car is proposing the construction of a new +/- 1,100 sq ft building on the current vacant land located at 1055 S US HWY 77. The hours of operation for this business will be 7:30am until 6:00pm Monday through Friday and open from 9am-12pm on Saturday closed Sundays. Enterprise Rent a Car is in the business of renting and leasing motor vehicles which includes the preparation of vehicles such as washing and detailing. The wash area will be in compliance with all local and federal guidelines by using an oil water separator below grade and the wash process is by hand not a drive through car wash tunnel. Enterprise will employ 4 people in this new facility.



GENERAL LOCATION MAP N.T.S.

1055 S. U.S. HIGHWAY  
77-BYPASS  
KINGSVILLE, TEXAS

**VANGUARD ENGINEERING**  
4019 EAST EXPRESSWAY 83  
WESLACO, TX, 78596  
(956) 514-5086

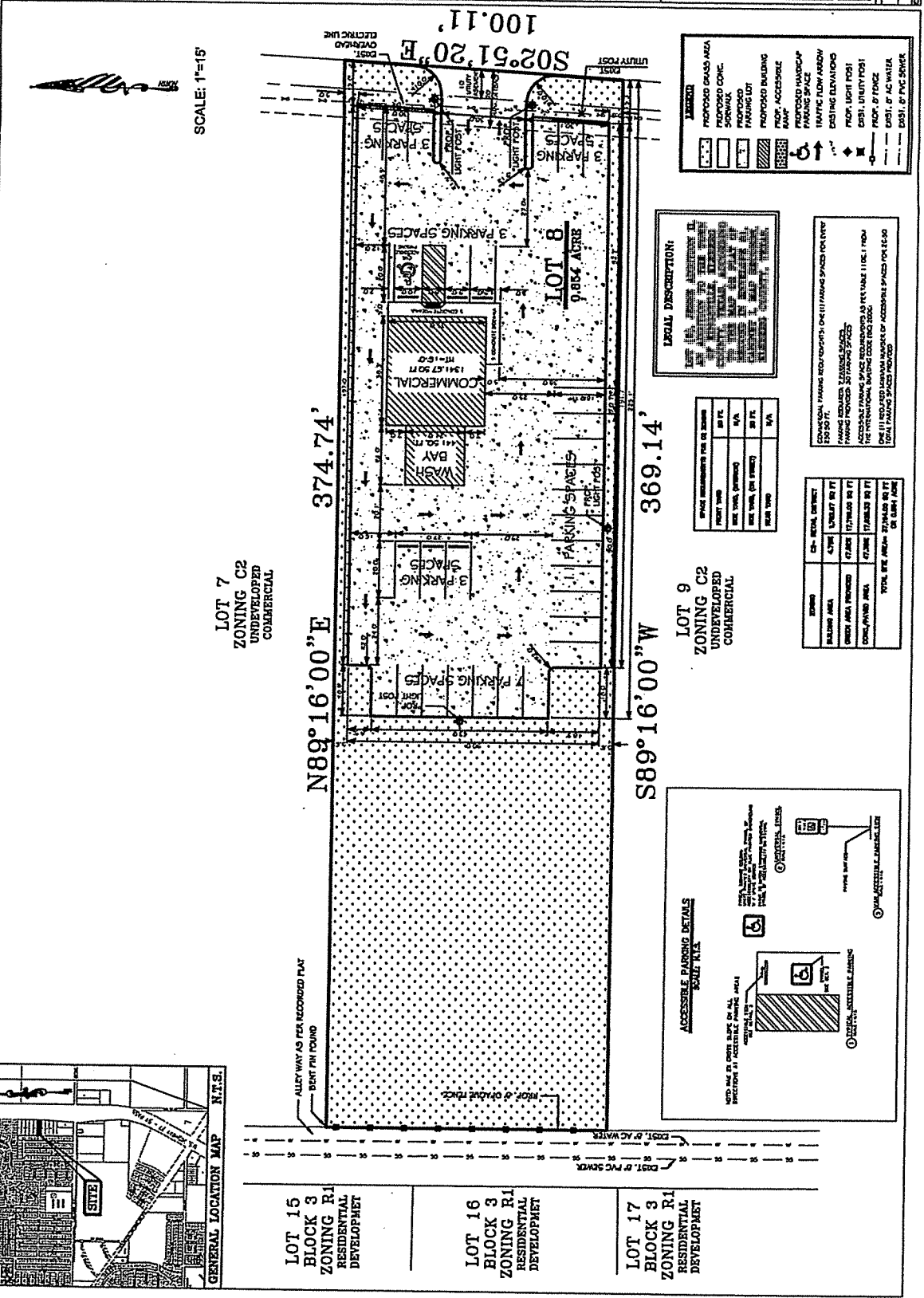
TYPE FIRM REGISTRATION NO. F-7481

THIS IS THE PROPERTY OF THE PROFESSIONAL ENGINEER WHOSE SEAL APPEARS ON THIS DRAWING AND IT IS UNLAWFUL TO REPRODUCE THIS DRAWING OR ANY PART THEREOF OR TO REPRODUCE ANY PART OF THIS DRAWING IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

**PRELIMINARY  
PLAN  
SUBJECT TO  
REVISIONS  
NOT INTENDED  
FOR BIDDING  
OR  
CONSTRUCTION**  
DATE: 10.11.20

**PROPOSED  
SITE PLAN**

PROJECT NUMBER: 210-2013-035  
SHEET NO. 1 OF 1



SCALE: 1"=15'

LOT 7  
ZONING C2  
UNDEVELOPED  
COMMERCIAL

LOT 9  
ZONING C2  
UNDEVELOPED  
COMMERCIAL

**LEGAL DESCRIPTION:**  
LOT 7, 8, 9, BEING ADDITIONS TO  
AN ADDITION TO THE TRACT  
OF 100.11 ACRES, MORE OR LESS,  
TO THE MAP OF PLAT 100.11,  
BEING A SUBDIVISION OF THE  
EAST 1/4 OF SECTION 1, T10N, R10E,  
S02E, COUNTY OF DALLAS, TEXAS.

SPACE REQUIREMENTS FOR 08 ZONING	IN FT.	IN YD.
FRONT YARD	10	3
REAR YARD	10	3
SIDE YARD	10	3
REAR YARD	10	3

COMMERCIAL PARKING REQUIREMENTS: ONE (1) PARKING SPACE FOR EVERY  
PARKING SPACES REQUIRED: 100.11 ACRES  
ACCURATE PARKING SPACES  
ACCURATE PARKING SPACES  
THE INTERNATIONAL BUILDING CODE (IBC) 2009  
ONE (1) REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES FOR 100.11  
TOTAL PARKING SPACES PROVIDED

SPACES	MIN. AREA	MIN. DIST.	MIN. DIST.	MIN. DIST.
FRONT YARD	10	10	10	10
REAR YARD	10	10	10	10
SIDE YARD	10	10	10	10
REAR YARD	10	10	10	10

**ACCESSIBLE PARKING DETAILS**  
BOAT KITE

NOTE: ALL ACCESSIBLE PARKING SPACES SHALL BE LOCATED WITHIN 25 FEET OF THE BUILDING ENTRANCE.

1. ACCESSIBLE PARKING SPACE

2. ACCESSIBLE PARKING SPACE

3. ACCESSIBLE PARKING SPACE

4. ACCESSIBLE PARKING SPACE

5. ACCESSIBLE PARKING SPACE

6. ACCESSIBLE PARKING SPACE

7. ACCESSIBLE PARKING SPACE

8. ACCESSIBLE PARKING SPACE

9. ACCESSIBLE PARKING SPACE

10. ACCESSIBLE PARKING SPACE

LOT 15  
BLOCK 3  
ZONING R1  
RESIDENTIAL  
DEVELOPMENT

LOT 16  
BLOCK 3  
ZONING R1  
RESIDENTIAL  
DEVELOPMENT

LOT 17  
BLOCK 3  
ZONING R1  
RESIDENTIAL  
DEVELOPMENT



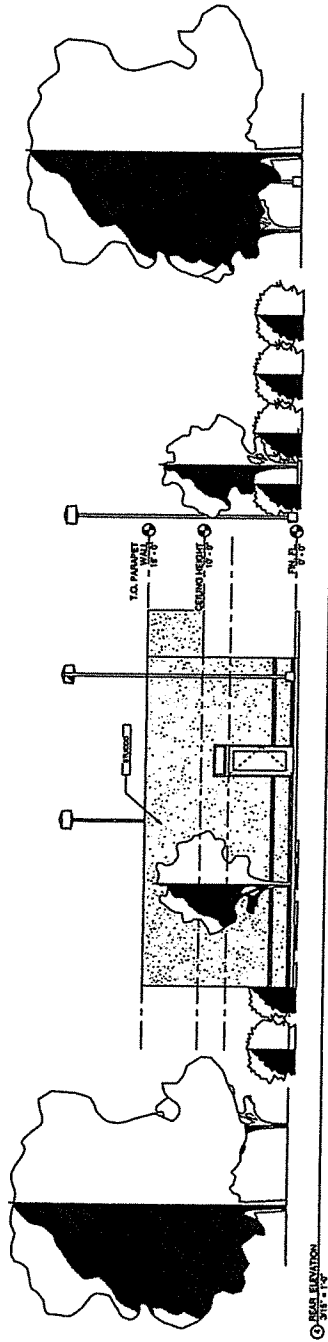
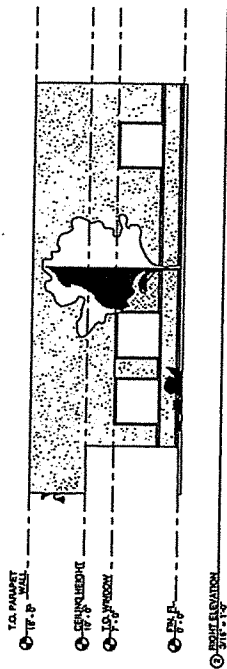
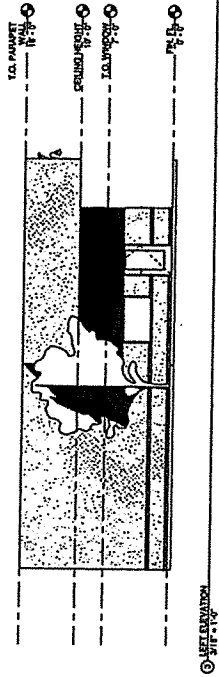
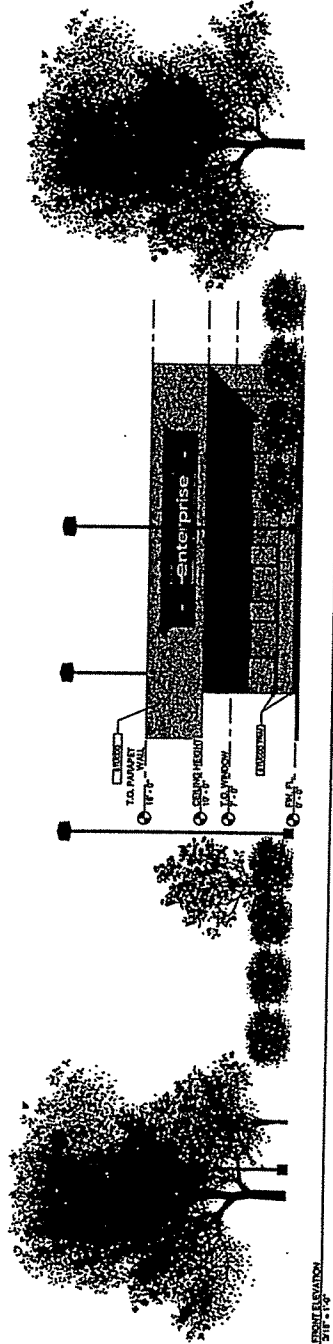
SHEET  
E-1

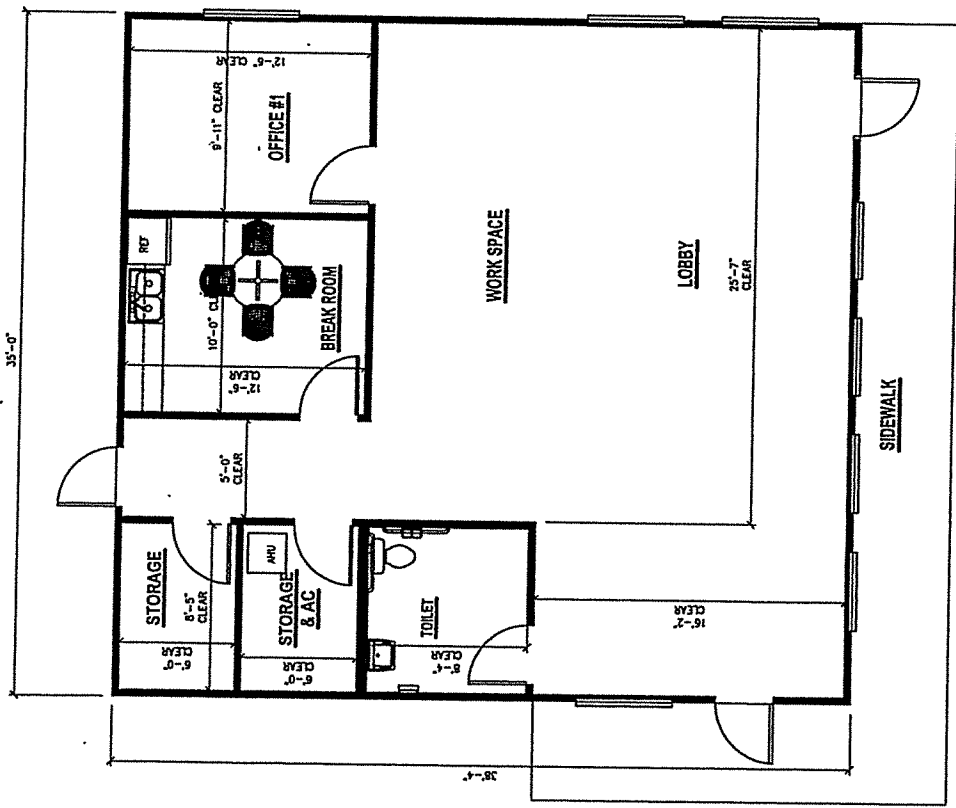
# IDEAL HOUSE PLANS

DESIGNER  
JUAN J. AVILA  
AT 2802 9108  
WESTLACO, TEXAS 75086  
OFFICE 959-434-0615

JESSE ADDITION II  
LOT 1  
KINGSVILLE, TEXAS

ELEVATIONS





LIVING AREA:	—
TOTAL AREA:	— 1,341'

FLOOR PLAN  
3/8" = 1' SCALE



# **PUBLIC HEARING #2**

To: Courtney Alvarez, Interim City Manager

From: Tom Ginter, Director of Planning and Development Services



Date: October 30, 2015

Subject: Preliminary and Final Plat for The Estates at Wildwood Trail Phase II (25) lots 6.751 acres located at KT & I Co. Block 17, Lot PT 2,3 PT 7, acres 19.786 also known as Wildwood Trail Subdivision.

As you know there are three developments within the Wildwood Trail Subdivision. The three are The Grand, The Estates and The Park. Presented to the Planning and Zoning Commission were Phase II for The Estate and The Park. This agenda item just covers the commission's action pertaining to The Park. The Development Review Team has reviewed the plans and have no problem with them. One question asked was if Lewis Street was going to open in this phase and the answer was yes. It was also mentioned that the ditch on Cesar Street has functioned properly when Kingsville has had heavy rains. **The motion was made and seconded to approve the preliminary plat and final plat of The Estates at Wildwood Trail Phase II. All were in favor.**

The City Commission should be aware that the next agenda item, the submittal of the Preliminary and Final Plat for The Park was tabled. It was tabled because the Planning and Zoning Commission did not have a plat titled Final Plat in front of them. While it would be the same plat the words Final Plat were not on it. The Estate plat was in the same position but the Planning and Zoning Commission did not go back to address that item. I have since called Melden and Hunt about this and they are sending me the appropriate documents. It is also likely that the Planning and Zoning Chairman Steve Zamora may be present for the commission meeting and request that the City Commission table the item pertaining to The Estates.

To: Planning and Zoning Commission Members

From: Tom Ginter, Director of Planning and Development Services T92

Date: October 16, 2015

Subject: Agenda Item #1 and Agenda Item #2

Item#1 and #2:

Enclosed is the preliminary and final plat for The Estates at Wildwood Trail Phase II and the preliminary and final plat of The Park at Wildwood Trail Phase II. These are separate agenda items but since they are a part of the same subdivision, I decided to write one memo.

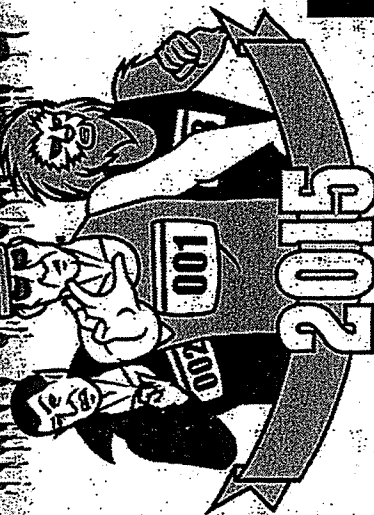
The development review team has reviewed the plans for both phases and have no problems with them.

As you know there are homes being built right now in this subdivision. Also enclosed is a drainage report that was revised in August of 2015.

Staff recommends approval of the preliminary and final plat for both phases submitted to the Planning and Zoning Commission.

Item # 1 - ~~Approved~~  
Approved

# FIRST ANNUAL RUN FOR YOUR LIFE



## 5K RUN/WALK

A DRUG FREE, FAMILY EVENT

### AGES:

12+ ELIGIBLE FOR 5K

-12 CAN RUN THE KIDS RUN

### REGISTRATION:

\$25 FOR 5K RUN

\$5 FOR KIDS RUN

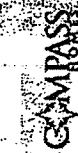
FREE T-SHIRT TO FIRST 50 PAID ENTRIES

### PRIZES:

1ST, 2ND, 3RD PLACE  
IN ALL AGE CATEGORIES

BEST COSTUME (ADULT &  
TEEN/CHILD)

BIG HOUSE  
BURGERS



Kingsville



# Run + Walk

**WHEN:**  
SATURDAY, OCTOBER 24

**WHERE:**  
DICK KLEBERG PARK

**TIME:**  
KIDS RUN AT 5:00PM  
5K STARTS AT 5:15PM  
COSTUME CONTEST: @ 4:45PM

★ IN CASE OF RAIN OUT ★

Date: October 31  
7:30am sign in  
Kids Race 8:00am, 5k 8:30am  
Rain Out will be announced  
October 24 on Parks FB Page

PLEASE JOIN US AFTER  
FOR A MOVIE AT THE PARK!

HOTEL  
TRANSYLVANIA

POPCORN BAR \$3  
CONCESSIONS STAND WILL BE  
AVAILABLE

## PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 21, 2015 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:

Zarsky Development Company, owner Melden & Hunt, Inc., agent - Requesting the approval of preliminary and final plats of The Estates at Wildwood Trail Phase II (25 lots) 6.751 acres and The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.

Santos Benavidez, owner, Matthew Martinez, agent - Requesting a special use permit to operate a tattoo shop located at ORIG TOWN, BLOCK 23, LOT 14-16, (ECON-O-WASH) (ECON-O-WASH) also known as 429 N. 9th Street currently zoned as C1 (Neighborhood Services).

Jesse Irene M Est, owner, Steve Overgaard, agent - Requesting a special use permit to start construction for an Enterprise Rent A Car located at JESSE 2, LOT 8, ACRES 0.88 also known as HWY 77 currently zoned as C2 (Retail). The meeting will be held at City Hall, 200 East Kleberg, in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

## PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, November 9, 2015 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:

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10-21-15

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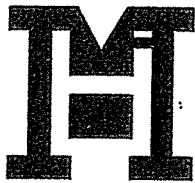
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TBPE Firm # F-1435  
TBPLS # 10096900

# MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS  
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERT TAMEZ

## Wildwood Trail Development

Formerly: Jalisco Ranch Development

### DRAINAGE STATEMENT

Job No. 12038 Date: June 27, 2012 rev: 8/12/15

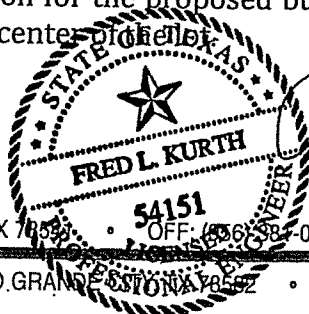
**Wildwood Trail DEVELOPMENT** is a 52.61-acre tract of land, out of Farm Lot 2, 3 and 7, Section 17, Kleberg Town and Improvement Subdivision, recorded in Cabinet 1, Envelope 18, Kleberg County Map Records. The property is located on the north side of Carlos Truan Boulevard (F.M. 425), approximately 1,600 feet northwest of U.S. Highway 77. Said property is currently open land, with a proposed future residential use. This subdivision is in zone "C" (no shading) on FEMA's Flood Insurance Rate Map Community Panel No. 480424 0005 C, map revised August 17, 1981. Zone "C" (no shading) is defined as areas of minimal flooding.

The soils are Clareville Clay Loam, Cranell Sandy Clay Loam and Gertrudis Fine Sandy Loam, which are in Hydrologic Groups "C", "D" and "B", respectively. Group "C" soils have a slow infiltration rate when thoroughly wet, Group "D" soils have a very slow infiltration rate (high runoff potential) when thoroughly wet, Group "B" soils have a moderate infiltration rate when thoroughly wet. (See excerpts from the USDA "Web Soil Survey of Kleberg County, Texas" -[www.websoilsurvey.nrcs.usda.gov](http://www.websoilsurvey.nrcs.usda.gov)).

Existing runoff is in an easterly direction, and is of 11.58 c.f.s. during the 10-year storm frequency as per attached calculations.

In accordance with the City of Kingsville Drainage District policies, the peak post construction rate of runoff will not be increased during the 25-year rainfall event due to the improvements in this subdivision. Therefore, as per attached calculations, 310,748 cubic feet of detention (7.13 Ac-Ft.) are required. Detention will be accomplished within a proposed detention ditch located at the east side of this development. Said detention ditch has a trapezoidal shape, with sides slope of 3:1, a depth of 7 feet and a storage capacity of 311,299 c.f. approximately (see map). Runoff from the streets and excess runoff from the lots is collected by curb inlets located at specific points, and is discharged into said detention ditch via pipes that range from 18 to 48 inches in diameter. The proposed detention ditch discharges into the existing drain ditch located at the north side of this development (south side of Carlos Truan Blvd. F.M. 425), via a 36-inch pipe. The northwest and northeast parts of this project discharge into said existing drain ditch via 24-inch pipes (see plan attached herewith).

The finished floor elevation for the proposed buildings shall be 18 inches above the top of curb, measured from the center of the curb.



*Fred L. Kurth* 8-12-15  
Fred L. Kurth, P.E. #54151

115 W. McINTYRE • EDINBURG, TX 78541 • OFF: (956) 381-0981 • FAX: (956) 381-1839 • [www.meldenandhunt.com](http://www.meldenandhunt.com)

227 N. FM 3167 • RIO GRANDE CITY, TX 78152 • OFF: (956) 487-8256 • FAX: (956) 488-8591

# DRAINAGE REPORT

PROJECT NAME: **Jalisco Ranch Development**

PROJECT NUMBER: 12038

DATE: April 18, 2012

6/27/2012 Revised

## I. Existing Condition-10 year

Ex. Area: 2,291,648.42 sf  
 52.61 ac  
 Imp. Area: 0.00 sf  
 % Imp. : 0.00  
 Slope : 0.19%  
 tc : 377.50 min  
 Rainfall Intensity (10yr) 0.855 in/hr  
 c factor (from Nomograph) 0.257  
 Q peak existing condition: 11.58 cfs

Int. Coeff. "k" 0.491 Table 3-2  
 K<sub>p</sub> 3.28  
 Length 1590 ft  
 Velocity 0.070199 ft/sec  
 SCS Curve Number: 80

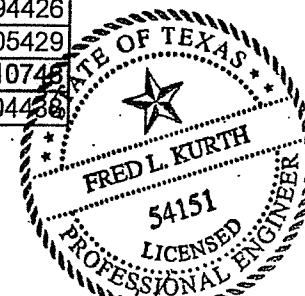
## II. Future Condition-25 year

Future area: 2,291,648.42 sf  
 52.61 ac  
 Estimated Imp. Area: 790,656 sf  
 % Imp. : 0.35  
 Slope : 0.19%  
 tc : 58.00 min  
 Rainfall Intensity (25yr) 3.272 in/hr  
 c factor (from Nomograph) 0.445  
 Q future cond. = Aci = i \* = 76.60 \* 0.44  
 23.4093687 i

SCS Curve Number: 86

time min.	time hour	i in/hr	Q <sub>in</sub> cfs	V <sub>in</sub> cf	Q <sub>out</sub> cfs	V <sub>out</sub> cf	REQ'D V cf
5	0.08	12.69	297.04	89112	11.58	3475	85637
10	0.17	10.01	234.42	140653	11.58	6951	133702
15	0.25	8.36	195.75	176174	11.58	10426	165748
20	0.33	7.23	169.20	203044	11.58	13902	189142
25	0.42	6.40	149.75	224625	11.58	17377	207247
30	0.50	5.76	134.79	242624	11.58	20853	221772
35	0.58	5.25	122.88	258039	11.58	24328	233711
40	0.67	4.83	113.16	271586	11.58	27803	243783
45	0.75	4.49	105.04	283602	11.58	31279	252323
50	0.83	4.19	98.16	294466	11.58	34754	259712
60	1.00	3.72	87.08	313498	11.58	41705	271793
90	1.50	2.82	66.11	356984	11.58	62558	294426
120	2.00	2.31	54.01	388839	11.58	83410	305429
180	3.00	1.72	40.36	435864	11.58	125115	310745
240	4.00	1.40	32.73	471259	11.58	166820	304458

Storage Required: 310,748 cf  
 Storage Required: 7.134 Ac.-Ft.  
 w/ release rate of: 11.58 cfs  
 Storage / Ac. Development: 0.136 Ac.Ft. per Ac.



*Fred L. Kurth*  
 6-27-12

**TABLE I**  
**TIME OF CONCENTRATION DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
Existing	Overland	0.257	1590		377.5						377.5
D.A.#1	Overland & Gutter	0.445									
D.A.#1-D.A.#2	Pipe Flow	0.445	300		33.3			400	0.4	16.7	50.0
								28	3.0	0.2	50.2
D.A.#2	Overland & Gutter	0.445									
D.A.#2-D.A.#3	Pipe Flow	0.445	15		1.7			400	0.4	16.7	18.3
								27	3.0	0.2	50.3
D.A.#3	Overland & Gutter	0.445									
D.A.#3-D.A.#4	Pipe Flow	0.445	15		1.7			400	0.4	16.7	18.3
								28	3.0	0.2	50.5
D.A.#4	Overland & Gutter	0.445									
D.A.#4-D.A.#9	Pipe Flow	0.445	160		17.8			400	0.4	16.7	34.4
								498	3.0	2.8	53.2
D.A.#5	Overland & Gutter	0.445									
D.A.#5-D.A.#6	Pipe Flow	0.445	191		21.2			494	0.4	20.6	41.8
								35	3.0	0.2	42.0
D.A.#6	Overland & Gutter	0.445									
D.A.#6-D.A.#8	Pipe Flow	0.445	191		21.2			402	0.4	16.8	38.0
								377	3.0	2.1	44.1
D.A.#7	Overland & Gutter	0.445									
D.A.#7-D.A.#8	Pipe Flow	0.445	160		17.8			202	0.4	8.4	26.2
								35	3.0	0.2	44.3
D.A.#8	Overland & Gutter	0.445									
D.A.#8-D.A.#9	Pipe Flow	0.445	205		22.8			210	0.4	8.8	31.5
								99	3.0	0.6	53.8

FORMULA FOR TIME OF CONCENTRATION  
USING THE RATIONAL METHOD, AS PER  
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$



**TABLE IA**  
**FLOWRATE DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
Existing	52.61	0.257	377.5	10	0.844	11.44		
D.A.#1								
D.A.#1-D.A.#2	3.61	0.445	50.0	10	3.636	5.84		
	3.61	0.445	50.2	10	3.629	5.83	24.00	0.067%
D.A.#2								
D.A.#2-D.A.#3	0.49	0.445	18.3	10	6.596	1.44		
	4.10	0.445	50.3	10	3.622	6.61	24.00	0.085%
D.A.#3								
D.A.#3-D.A.#4	0.48	0.445	18.3	10	6.596	1.41		
	4.58	0.445	50.5	10	3.614	7.37	24.00	0.106%
D.A.#4								
D.A.#4-D.A.#9	3.72	0.445	34.4	10	4.610	7.63		
	8.30	0.445	53.2	10	3.489	12.89	30.00	0.099%
D.A.#5								
D.A.#5-D.A.#6	3.69	0.445	41.8	10	4.083	6.70		
	3.69	0.445	42.0	10	4.071	6.68	24.00	0.087%
D.A.#6								
D.A.#6-D.A.#8	2.11	0.445	38.0	10	4.339	4.07		
	5.80	0.445	44.1	10	3.946	10.18	30.00	0.062%
D.A.#7								
D.A.#7-D.A.#8	1.04	0.445	26.2	10	5.426	2.51		
	1.04	0.445	44.3	10	3.935	1.82	18.00	0.030%
D.A.#8								
D.A.#8-D.A.#9	1.00	0.445	31.5	10	4.864	2.16		
	16.14	0.445	53.8	10	3.465	24.89	42.00	0.061%

FORMULA FOR INTENSITY  $I = \frac{b}{Tc + d} e$   
 USING THE RATIONAL METHOD, AS PER  
 "TXDOT BRIDGE HYDRAULIC MANUAL"

**TABLE IA**  
**FLOWRATE DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE I) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN SLOPE (FT./FT.)
D.A.#9	2.22	0.445	30.3	10	4.982	4.92		
D.A.#9-D.A.#12	18.36	0.445	55.6	10	3.388	27.68	42.00	0.076%
D.A.#10	1.69	0.445	28.0	10	5.218	3.92		
D.A.#10-D.A.#11	1.69	0.445	28.2	10	5.197	3.91	18.00	0.139%
D.A.#11	2.11	0.445	24.3	10	5.658	5.31		
D.A.#11-D.A.#12	3.80	0.445	29.8	10	5.034	8.51	24.00	0.142%
D.A.#12	1.23	0.445	22.8	10	5.875	3.22		
D.A.#12-D.A.#14	23.39	0.445	55.9	10	3.376	35.14	48.00	0.060%
D.A.#13	0.55	0.445	20.5	10	6.221	1.52		
D.A.#13-D.A.#14	0.55	0.445	20.7	10	6.190	1.51	18.00	0.021%
D.A.#14	0.65	0.445	23.0	10	5.840	1.69		
D.A.#14-D.A.#17	24.59	0.445	57.3	10	3.323	36.36	48.00	0.064%
D.A.#17	0.78	0.445	24.7	10	5.606	1.95		
D.A.#17-D.A.#18	29.24	0.445	57.6	10	3.310	43.06	48.00	0.048%
D.A.#15	1.77	0.445	30.5	10	4.961	3.91		
D.A.#15-D.A.#16	1.77	0.445	30.7	10	4.941	3.89	18.00	0.137%
D.A.#16	2.1	0.445	31.8	10	4.840	4.52		
D.A.#16-D.A.#18	3.87	0.445	59.1	10	3.252	5.60	24.00	0.061%
D.A.#18	1.86	0.445	27.3	10	5.297	4.38		
D.A.#18-OUTFALL	31.10	0.445	60.1	10	3.217	44.52	48.00	0.051%

FORMULA FOR INTENSITY

$$I = \frac{a}{b}$$

TABLE I  
TIME OF CONCENTRATION DETERMINATION  
Jalisco Ranch Development

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					TOTAL TIME (MIN)
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/ID. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	
D.A.#19	Overland & Gutter	0.445									
D.A.#19-D.A.#20	Pipe Flow	0.445	119		13.2				328	0.4	13.7
									36	3.0	0.2
D.A.#20	Overland & Gutter	0.445									
D.A.#20-D.A.#21	Pipe Flow	0.445	119		13.2				335	0.4	14.0
									419	3.0	2.3
D.A.#21	Overland & Gutter	0.445									
D.A.#21-D.A.#22	Pipe Flow	0.445	119		13.2				296	0.4	12.3
									65	3.0	0.4
D.A.#22	Overland & Gutter	0.445									
D.A.#22-D.A.#23	Pipe Flow	0.445	119		13.2				486	0.4	20.3
									135	3.0	0.8
D.A.#23	Overland & Gutter	0.445									
D.A.#23-D.A.#24	Pipe Flow	0.445	119		13.2				435	0.4	18.1
									35	3.0	0.2
D.A.#24	Overland & Gutter	0.445									
D.A.#24-D.A.#25	Pipe Flow	0.445	119		13.2				466	0.4	19.4
									139	3.0	0.8
D.A.#25	Overland & Gutter	0.445									
D.A.#25-D.A.#26	Pipe Flow	0.445	119		13.2				393	0.4	16.4
									39	3.0	0.2
D.A.#26	Overland & Gutter	0.445									
D.A.#26-D.A.#27	Pipe Flow	0.445	119		13.2				401	0.4	16.7
									235	3.0	1.3
D.A.#27	Overland & Gutter	0.445									
D.A.#27-D.A.#28	Pipe Flow	0.445	119		13.2				401	0.4	16.7
									38	3.0	0.2
D.A.#28	Overland & Gutter	0.445									
D.A.#28-D.A.#29	Pipe Flow	0.445	119		13.2				391	0.4	16.3
									138	3.0	0.8

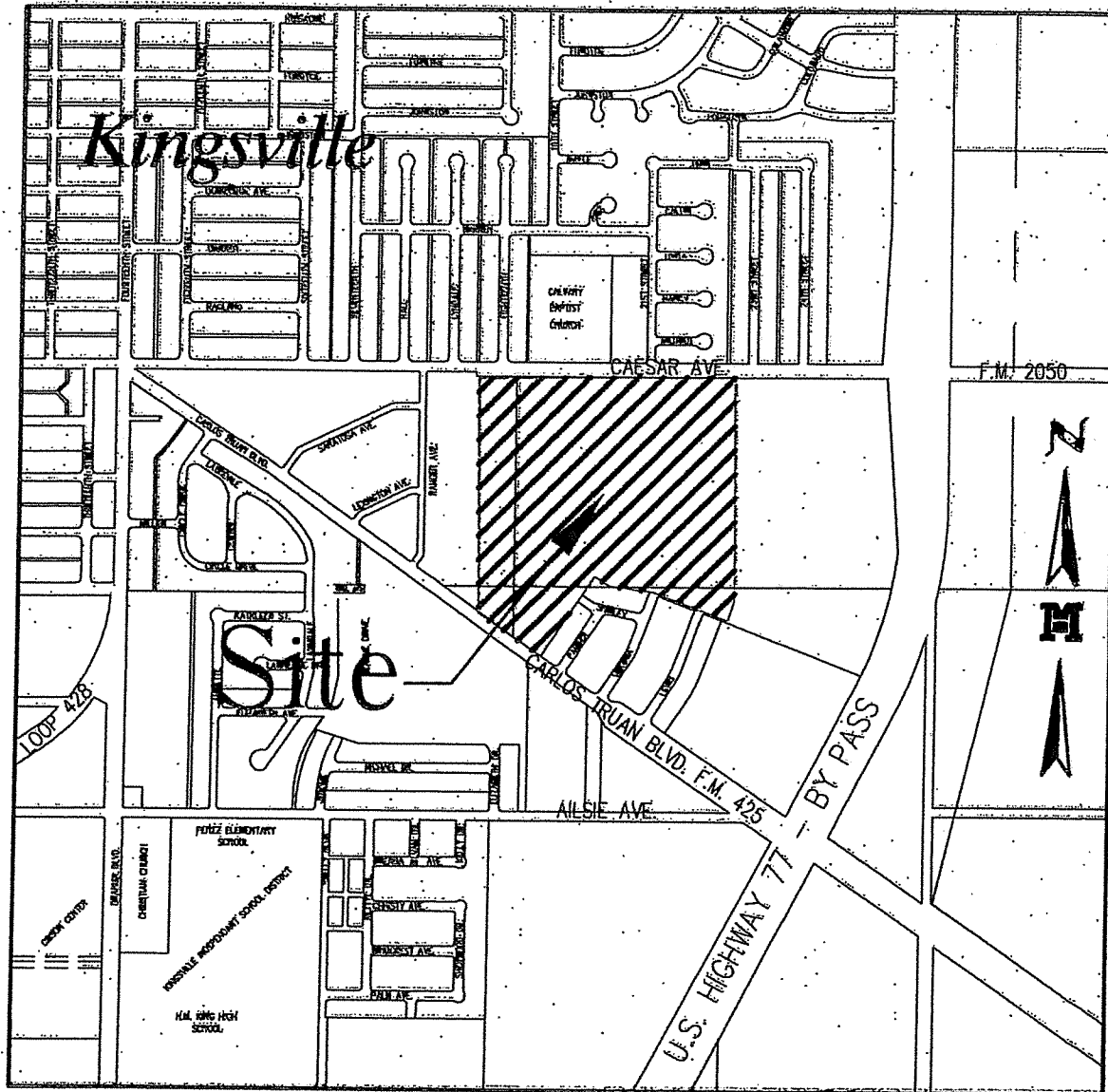
USING THE RATIONAL METHOD, AS PER  
"TXDOT BRIDGE HYDRAULIC MANUAL"  $(T_c + d)$   $e$

**TABLE A**  
**FLOWRATE DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
D.A.#19	1.19	0.445	26.9	10	5.344	2.83		
D.A.#19-D.A.#20	1.19	0.445	27.1	10	5.321	2.82	18.00	0.072%
D.A.#20	1.19	0.445	27.2	10	5.311	2.81		
D.A.#20-D.A.#21	2.38	0.445	29.5	10	5.061	5.36	24.00	0.056%
D.A.#21	1.07	0.445	25.6	10	5.503	2.62		
D.A.#21-D.A.#22	3.45	0.445	29.9	10	5.024	7.71	24.00	0.116%
D.A.#22	2.09	0.445	33.5	10	4.691	4.36		
D.A.#22-OUTFALL	5.54	0.445	34.2	10	4.628	11.41	30.00	0.077%
D.A.#23	2.17	0.445	31.3	10	4.881	4.71		
D.A.#23-D.A.#24	2.17	0.445	31.5	10	4.863	4.70	18.00	0.200%
D.A.#24	2.82	0.445	32.6	10	4.764	5.98		
D.A.#24-OUTFALL	4.99	0.445	33.4	10	4.696	10.43	30.00	0.065%
D.A.#25	2.43	0.445	29.6	10	5.052	5.46		
D.A.#25-D.A.#26	2.43	0.445	29.8	10	5.030	5.44	24.00	0.058%
D.A.#26	1.6	0.445	29.9	10	5.018	3.57		
D.A.#26-D.A.#27	4.03	0.445	31.2	10	4.892	8.77	24.00	0.151%
D.A.#27	1.6	0.445	29.9	10	5.018	3.57		
D.A.#27-D.A.#28	5.63	0.445	31.4	10	4.872	12.20	30.00	0.089%
D.A.#28	2.43	0.445	29.5	10	5.060	5.47		
D.A.#28-OUTFALL	8.06	0.445	32.2	10	4.802	17.22	36.00	0.067%

# Jalisco Ranch Development

VICINITY MAP scale: 1"=1000'

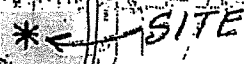


**MELDEN & HUNT INC.**

CONSULTANTS • ENGINEERS • SURVEYORS

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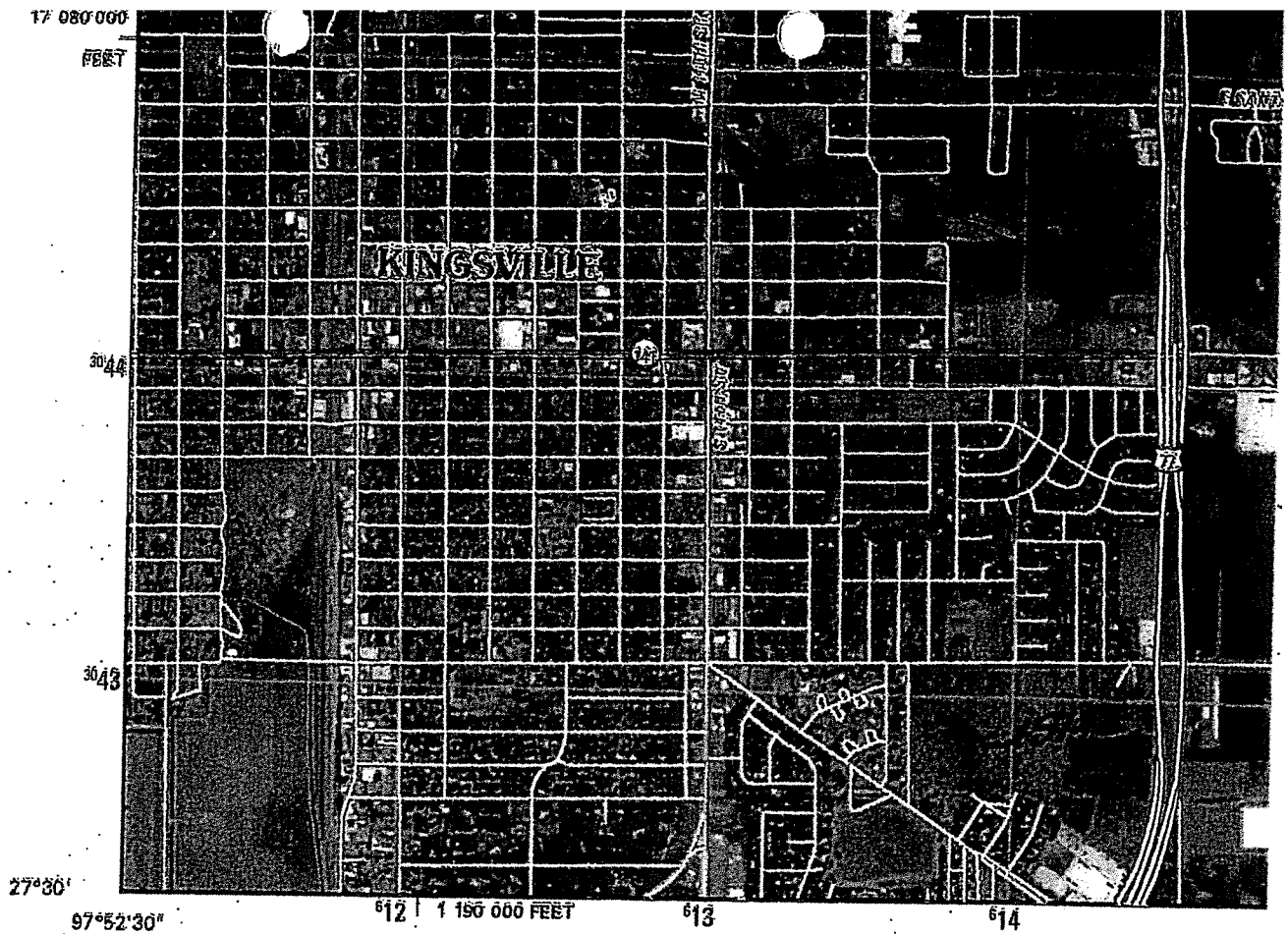
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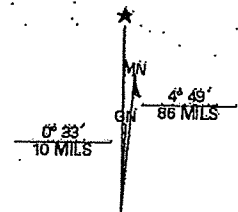
FOR THE RECORDS OF THE HOUSE OF REPRESENTATIVES  
BY THE CLERK OF THE HOUSE OF REPRESENTATIVES  
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Produced by the United States Geological Survey  
 North American Datum of 1983 (NAD83)  
 World Geodetic System of 1984 (WGS84). Projection and  
 1 000-meter grid: Universal Transverse Mercator, Zone 14R  
 10 000-foot ticks: Texas Coordinate System of 1983  
 (south zone)

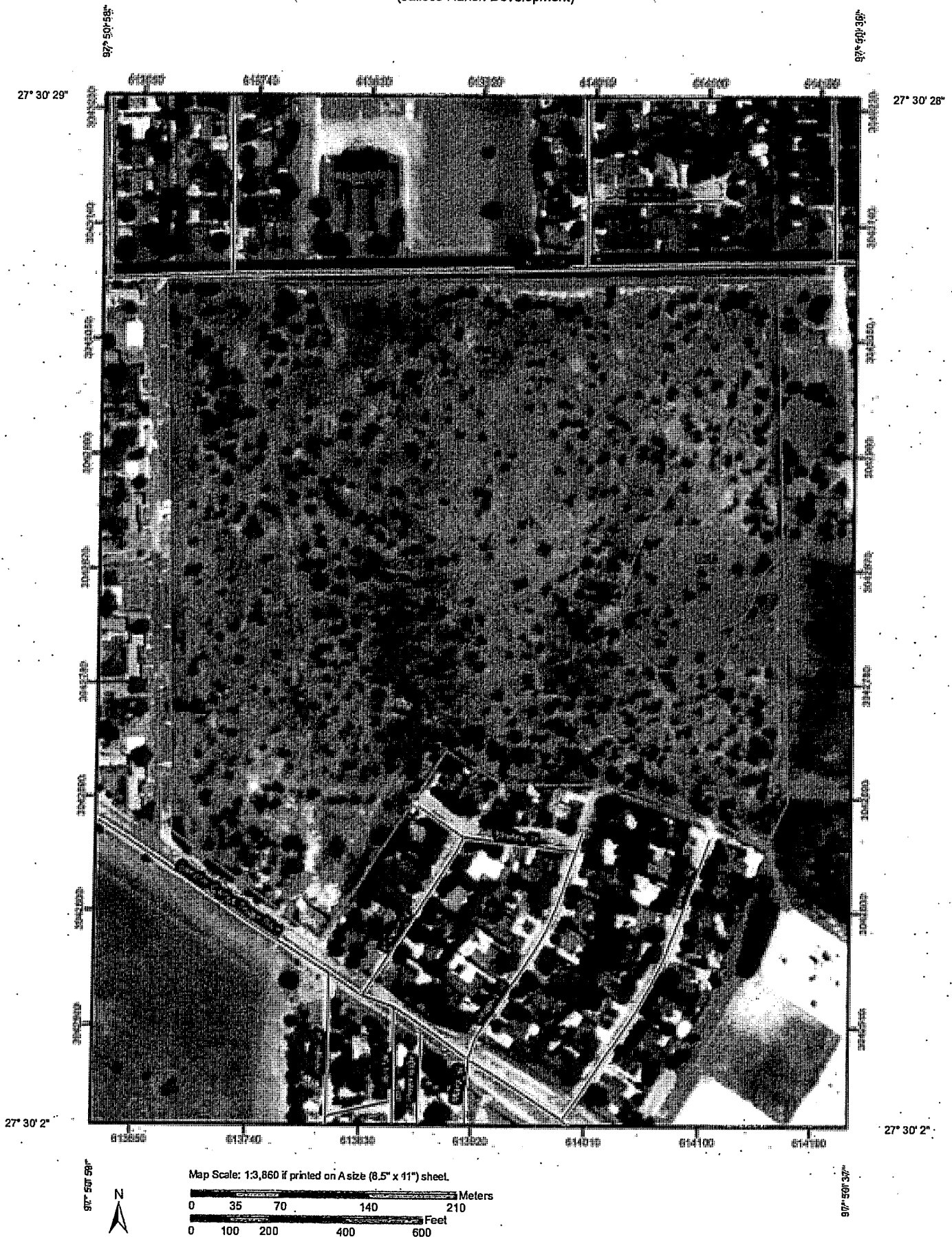
Imagery.....NAIP, April 2006  
 Roads.....US Census Bureau TIGER data  
                     with limited USGS updates, 2006  
 Names.....GNIS, 2006  
 Hydrography.....National Hydrography Dataset, 1995  
 Contours.....National Elevation Dataset, 2005



UTM GRID AND 2010 MAGNETIC NORTH  
 DECLINATION AT CENTER OF SHEET

U.S. National Grid
100,000-m Square ID
PR
Grid Zone Designation
14R





Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

4/18/2012  
Page 1 of 3



## Water Features

This table gives estimates of various soil water features. The estimates are used in land use planning that involves engineering considerations.

*Hydrologic soil groups* are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The four hydrologic soil groups are:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas.

*Surface runoff* refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based on slope, climate, and vegetative cover. The concept indicates relative runoff for very specific conditions. It is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal. The classes are negligible, very low, low, medium, high, and very high.

The *months* in the table indicate the portion of the year in which a water table, ponding, and/or flooding is most likely to be a concern.

*Water table* refers to a saturated zone in the soil. The water features table indicates, by month, depth to the top (*upper limit*) and base (*lower limit*) of the saturated zone in most years. Estimates of the upper and lower limits are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors or mottles (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

*Ponding* is standing water in a closed depression. Unless a drainage system is installed, the water is removed only by percolation, transpiration, or evaporation. The table indicates *surface water depth* and the *duration* and *frequency* of ponding. Duration is expressed as *very brief* if less than 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days, and *very long* if more than 30 days. Frequency is expressed as none, rare, occasional, and frequent. *None* means that ponding is not probable; *rare* that it is unlikely but possible under unusual weather conditions (the chance of ponding is nearly 0 percent to 5 percent in any year); *occasional* that it occurs, on the average, once or less in 2 years (the chance of ponding is 5 to 50 percent in any year); and *frequent* that it occurs, on the average, more than once in 2 years (the chance of ponding is more than 50 percent in any year).

*Flooding* is the temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding; and water standing in swamps and marshes is considered ponding rather than flooding.

*Duration* and *frequency* are estimated. Duration is expressed as *extremely brief* if 0.1 hour to 4 hours, *very brief* if 4 hours to 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days, and *very long* if more than 30 days. Frequency is expressed as none, very rare, rare, occasional, frequent, and very frequent. *None* means that flooding is not probable; *very rare* that it is very unlikely but possible under extremely unusual weather conditions (the chance of flooding is less than 1 percent in any year); *rare* that it is unlikely but possible under unusual weather conditions (the chance of flooding is 1 to 5 percent in any year); *occasional* that it occurs infrequently under normal weather conditions (the chance of flooding is 5 to 50 percent in any year); *frequent* that it is likely to occur often under normal weather conditions (the chance of flooding is more than 50 percent in any year but is less than 50 percent in all months in any year); and *very frequent* that it is likely to occur very often under normal weather conditions (the chance of flooding is more than 50 percent in all months of any year).

The information is based on evidence in the soil profile, namely thin strata of gravel, sand, silt, or clay deposited by floodwater; irregular decrease in organic matter content with increasing depth; and little or no horizon development.

Also considered are local information about the extent and levels of flooding and the relation of each soil on the landscape to historic floods. Information on the extent of flooding based on soil data is less specific than that provided by detailed engineering surveys that delineate flood-prone areas at specific flood frequency levels.

## Report--Water Features

Water Features-- Kenedy and Kleberg Counties, Texas									
Map unit symbol and soil name	Hydrologic group	Surface runoff	Month	Water table		Ponding		Flooding	
				Upper limit	Lower limit	Surface depth	Duration	Frequency	Duration
				Fl	Fl	Fl			
CkA--Clareville clay loam, 0 to 1 percent slopes									
Clareville	C	Low	Jan-Dec	—	—	—	—	None	—
CnA--Cranell sandy clay loam, 0 to 1 percent slopes									
Cranell	D	High	Jan-Dec	—	—	—	—	None	—
GeB--Gertrudis fine sandy loam, 0 to 3 percent slopes									
Gertrudis	B	Low	Jan-Dec	—	—	—	—	None	—

## Data Source Information

Soil Survey Area: Kenedy and Kleberg Counties, Texas  
 Survey Area Data: Version 11, Oct 27, 2009

## MAP LEGEND

	Area of Interest (AOI)		Very Stony Spot
	Soils		Wet Spot
	Soil Map Units		Other
	Special Point Features		Special Line Features
	Blowout		Gully
	Borrow Pit		Short Steep Slope
	Clay Spot		Other
	Closed Depression		Political Features
	Gravel Pit		Cities
	Gravelly Spot		Water Features
	Landfill		Streams and Canals
	Lava Flow		Transportation
	Marsh or swamp		Rails
	Mine or Quarry		Interstate Highways
	Miscellaneous Water		US Routes
	Perennial Water		Major Roads
	Rock Outcrop		Local Roads
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide of Slip		
	Sodic Spot		
	Spoil Area		
	Stony Spot		

## MAP INFORMATION

Map Scale: 1:3,860 if printed on A size (8.5" x 11") sheet.  
The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.  
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
Coordinate System: UTM Zone 14N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kenedy and Kleberg Counties, Texas  
Survey Area Date: Version 11, Oct 27, 2009

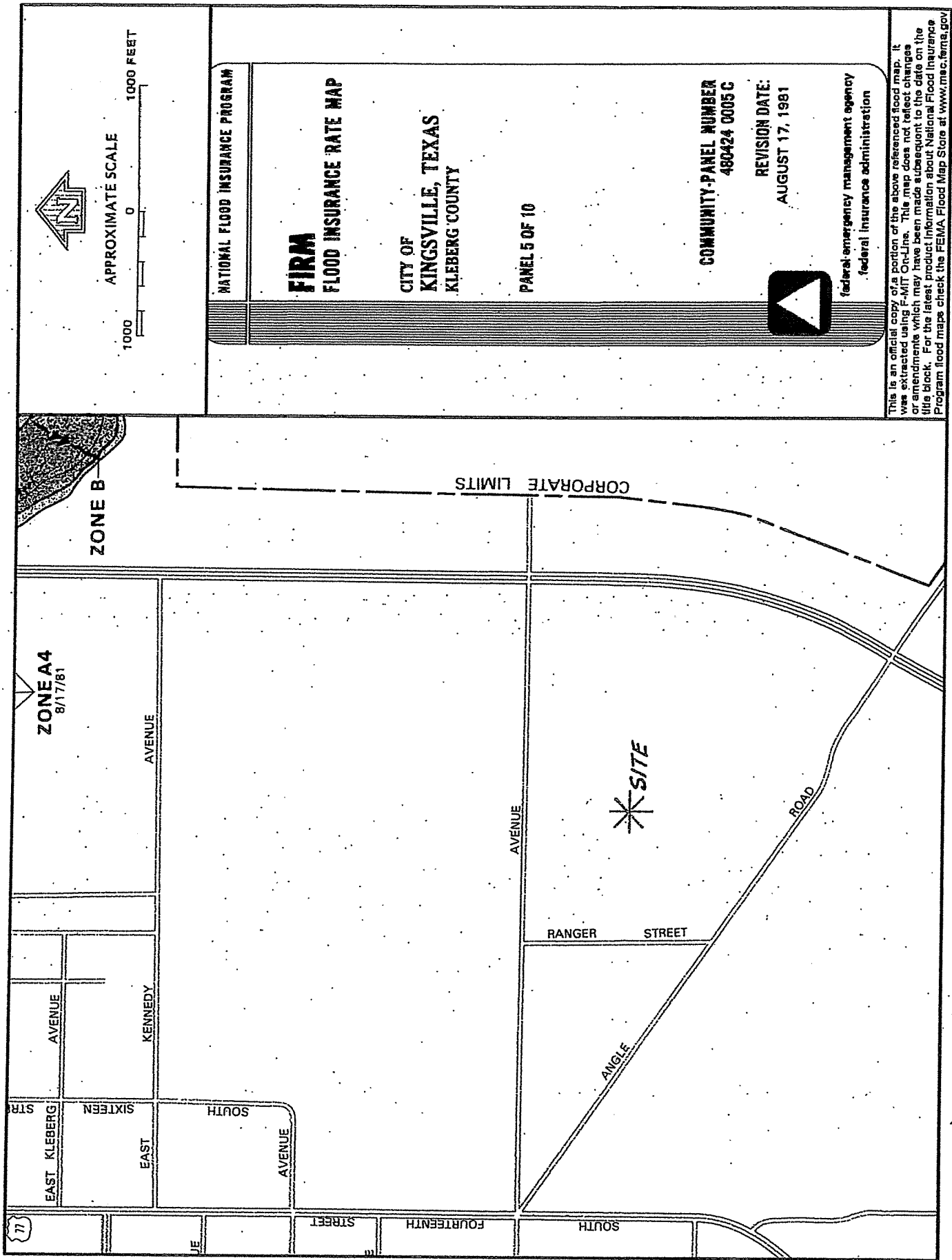
Date(s) aerial images were photographed: Data not available.

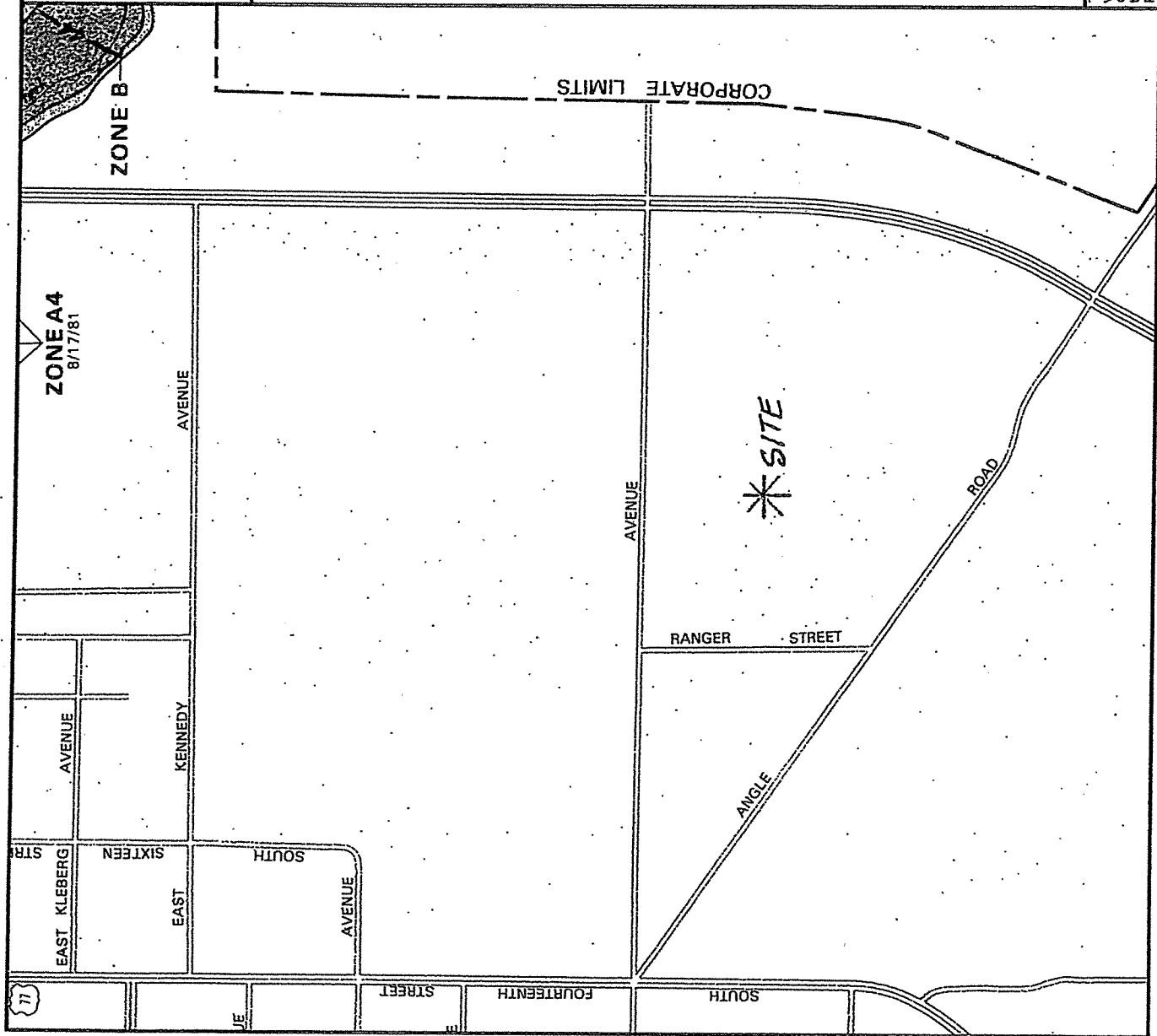
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Kenedy and Kleberg Counties, Texas (TX613)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CkA	Clareville clay loam, 0 to 1 percent slopes	0.3	0.6%
CnA	Cranell sandy clay loam, 0 to 1 percent slopes	46.6	89.2%
GeB	Gertrudis fine sandy loam, 0 to 3 percent slopes	5.3	10.2%
Totals for Area of Interest		52.3	100.0%







APPROXIMATE SCALE

1000 0 1000 FEET

# KEY TO MAP



500-Year Flood Boundary  
100-Year Flood Boundary  
Zone Designations\* With  
Date of Identification  
e.g., 12/2/74  
100-Year Flood Boundary  
500-Year Flood Boundary

Base Flood Elevation Line  
With Elevation in Feet\*\*  
Base Flood Elevation in Feet  
Where Uniform Within Zone\*\*  
Elevation Reference Mark  
River Mile  
e.g., M1.5

(EL 987)

RM7 X

e.g., M1.5

\*\*Referenced to the National Geodetic Vertical Datum of 1929

## \*EXPLANATION OF ZONE DESIGNATIONS

ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
A0	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet average depths of inundation are shown, but no flood hazard factors are determined.
AM	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet base flood elevations are shown, but no flood hazard factors are determined.
A1-A30	Areas of 100-year flood; base flood elevations and flood hazard factors determined.
A99	Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.
B	Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
C	Areas of minimal flooding. (No shading)
D	Areas of undetermined, but possible, flood hazards.
V	Areas of 100-year coastal flood with velocity (wave action) base flood elevations and flood hazard factors not determined.
V1-V30	Areas of 100-year coastal flood with velocity (wave action) base flood elevations and flood hazard factors determined.

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

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### GENERAL WARRANTY DEED

THE STATE OF TEXAS       §  
                                      §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF   HARRIS       §

THAT THE UNDERSIGNED, REDUS TX HOMES, LLC, a Delaware limited liability company, ("Grantor"), whose address is 301 South College Street, Mail Code: MACD1053-04B, Charlotte, NC 28288, for and in consideration of the sum of TEN DOLLARS (\$10.00) paid to Grantor by Zarsky Development Company, LLC, a Texas limited liability company ("Grantee"), whose address is 1409 N. Main Street, McAllen, TX 78501 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain land located in Kleberg County, Texas, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to those matters disclosed on Exhibit "B" attached hereto (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Encumbrances, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Except for the warranties of the title contained herein, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including, without limitation, any and all improvements located thereon and/or comprising a part thereof). GRANTEE, BY ACCEPTANCE OF THIS GENERAL WARRANTY DEED, ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS SUCH PROPERTY AS IS AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUTH LIMITATION, NO IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.



All real and personal property taxes and assessments on the Property for the year 2013 have been prorated as of the effective date hereof, and by acceptance of this General Warranty Deed, Grantee assumes payment of all such taxes and assessments for the year 2013 and subsequent years.

EXECUTED as of the 24 day of February 2013, to be effective the 27 day of February, 2013.

REDUS TX HOMES, LLC,  
a Delaware limited liability company

By: REDUS Properties, Inc.,  
a Delaware corporation,  
as Sole Member

By: [Signature]  
Name: ROSS PRINTER  
Title: AVP

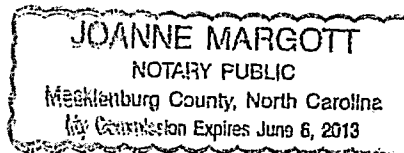
ACKNOWLEDGMENT

NC  
STATE OF ~~TEXAS~~

COUNTY OF Mecklenburg

This instrument was acknowledged before me on February 26<sup>th</sup>, 2013, by ROSS PRINTER acting as ASST. VICE PRES of REDUS Properties, Inc., a Delaware corporation, Sole Member of REDUS TX Homes, LLC, a Delaware limited liability company.

[Signature]  
Notary Name: Joanne Margott  
State of: NC  
County of: mecklenburg  
Expires: 6/8/13



**EXHIBIT A**

Field Notes for a 52.09± acre tract of land out of Farm Lot 2, Farm Lot 3 and Farm Lot 7, Section 17, The Kleberg Town & Improvement Co., Kleberg County, Texas.

...X...

Being all that certain tract or parcel of land situated in Kleberg County, Texas, and being a part of Farm Lot 2, Farm Lot 3 and Farm Lot 7, Section 17, The Kleberg Town & Improvement Co., a subdivision to the said Kleberg County described by map or plat recorded in Envelope 18, Plat Cabinet 1, Map and Plat Records, Kleberg County, Texas, and being a part of those tracts of land conveyed by deeds to Yancy Hudson recorded in Volume 54, Pages 220-221 and in Volume 95, Pages 77-78, Deed Records, Kleberg County, Texas, more particularly described by metes and bounds as follows to wit:

**BEGINNING** at the Northeast corner of the aforementioned Farm Lot 2, said corner being in the South line of the 60 foot Right-of-Way of East Caesar Avenue, said corner being **THE POINT OF BEGINNING** and the Northeast corner of the tract herein described;

**THENCE**, with the East line of the aforementioned Farm Lot 2, **SOUTH**, a distance of 1380.00 feet to an iron rod found in the ground for a corner, said corner being the Southeast corner of the aforementioned Farm Lot 2, said corner being the Southeast corner of the tract herein described;

**THENCE**, with the South line of the aforementioned Farm Lot 2, **WEST**, a distance of 363.30 feet to an iron rod found in the ground for a corner, said corner being in the North line of Anglewood, said Anglewood being a subdivision described by plat recorded in Envelope 129, Plat Cabinet 1, Map and Plat Records, Kleberg County, Texas, said corner being an outer corner in the South line of the tract herein described;

**THENCE**, with the aforementioned North line of Anglewood subdivision, **N. 68° 45' 18" W.**, a distance of 151.17 feet to an iron rod found in the ground for a corner, said corner being an inner corner in the South line of the tract herein described;

**THENCE**, continuing with the aforementioned North line of Anglewood subdivision, **N. 81° 50' 21" W.**, a distance of 275.49 feet to an iron sanitary sewer manhole cover for a corner, said corner being an outer corner in the South line of the tract herein described;

**THENCE**, continuing with the aforementioned North line of Anglewood subdivision, **N. 55° 52' 30" W.**, a distance of 110.00 feet to an iron sanitary sewer manhole cover for a corner, said corner being the Northwest corner of the aforementioned Anglewood subdivision, said corner being an inner corner in the South line of the tract herein described;

**THENCE**, with the West line of the aforementioned Anglewood subdivision, **S. 34° 07' 30" W.**, a distance of 595.00 feet to an iron pipe set in concrete, found in the ground for a corner, said corner being the Southwest corner of the aforementioned Anglewood subdivision, said corner being in the North line of the 80 foot Right-of-Way of Senator Carlos Truan Boulevard, said corner being an outer corner in the South line of the tract herein described;

THENCE, with the aforementioned North Right-of-Way line of Senator Carlos Truan Boulevard, N.  $55^{\circ} 22' 54''$  W., a distance of 471.75 feet to an iron rod, set in concrete, found in the ground for a corner, said corner being the Southeast corner of a tract of land conveyed by deed to The United States of America recorded in Volume 99, Pages 169-172, Deed Records, Kleberg County, Texas, said corner being the Southwest corner of the tract herein described;

THENCE, with the East line of the aforementioned The United States Of America tract of land, N.  $00^{\circ} 04' 31''$  W. (at 68.95 feet pass the South line of the aforementioned Farm Lot 3), for a total distance of 1448.95 feet to an iron rod found in the ground for a corner, said corner being the Northeast corner of the aforementioned The United States of America tract of land, said corner being in the aforementioned South Right-of-Way line of East Caesar Avenue, said corner being in the North line of the aforementioned Farm Lot 3, said corner being the Northwest corner of the tract herein described;

THENCE, with the aforementioned North line of Farm Lot 3 and with the aforementioned South Right-of-Way line of East Caesar Avenue, EAST, (at 329.38 pass the Northeast corner of the aforementioned Farm Lot 3 same being the Northwest corner of the aforementioned Farm Lot 2), for a total distance of 1591.88 feet to RETURN TO AND CLOSE AT THE POINT OF BEGINNING, containing within said bounds 52.00  $\pm$  acres of land.

Exhibit "B"

- a. Shortages in Area
- b. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
- c. The standard printed exception as to waters, tidelands, beaches, streams and related matters.
- d. Right of Way dated August 29, 1941, from Yancy Hudson, et ux, to Nueces Electric Coop, recorded in Volume 139, Page 62, Deed Records, Kleberg County, Texas.:
- e. Right of Way to city of Kingsville, dated October 3, 1975, recorded in Volume 327, page 107, Deed Records, Kleberg County, Texas.
- f. 7.5' Utility Easement as shown on survey dated February 24, 2012 by Rios Surveying, LLC.
- g. Drain ditch located on the north property line as shown on survey dated February 24, 2012 by Rios Surveying, LLC.
- h. Mineral reservation contained in Deed dated May 8, 2007, from Grace Partnership to Landmark Valley Homes, Inc. recorded in Volume 362, Page 787, Official Records, Kleberg County, Texas..

FILE# 294078

VOL. 486 PAGE 388

FILED FOR RECORD

2013 MAR -1 PM 3:21

Indexed

LEO ALARCON  
COUNTY CLERK KLEBERG COUNTY

BY [Signature]

Compared

**NORMA C. ISASSI**

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

VOL 486 PAGE 383

MAR 04 2013

DELIVERY DATE



[Signature]

**LEO ALARCON**  
COUNTY CLERK, KLEBERG COUNTY

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

RETURN TO:

**KLEBERG COUNTY TITLE**

**216 EAST KLEBERG**

**KINGSVILLE, TX78363**

**RECORDERS MEMORANDUM:**

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

270463

101-4

THE  
ENGINEER

388 126 PAGE 107

*For*  
NORMA C. AMMON

THE ENGINEER  
AND ARCHITECT  
OF THE  
UNITED STATES  
NAVY

388 126

THE  
ENGINEER  
OF THE  
UNITED STATES  
NAVY



THE ENGINEER  
AND ARCHITECT  
OF THE  
UNITED STATES  
NAVY

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OF THE  
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NAVY

THE ENGINEER  
AND ARCHITECT  
OF THE  
UNITED STATES  
NAVY

CITY OF KINGSVILLE PLANNING  
AND ZONING DIVISION MASTER  
APPLICATION

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

Project Address \_\_\_\_\_ Nearest Intersection Carlos Truan Blvd.  
(Proposed) Subdivision Name WILDWOOD TRAIL Lot \_\_\_\_\_ Block \_\_\_\_\_  
Legal Description: SEE ATTACHED  
Existing Zoning Designation R1-Single Family District Future Land Use Plan Designation R1-Single Family District

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

Applicant/Authorized Agent Melden & Hunt, Inc. (956) Phone 381-0981 FAX 381-1839  
Email Address (for project correspondence only): f.kurth@meldenandhunt.com  
Mailing Address 115 W. McIntyre St. City Edinburg State TX Zip 78541  
Zarsky Development Company (956) Phone 686-5403 FAX 686-3513  
Property Owner \_\_\_\_\_  
Email Address (for project correspondence only): psteffy@zarsky.com  
Mailing Address P.O. Box 248 City McAllen State TX Zip 78505

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

<input type="checkbox"/> Annexation Request	No Fee	<input checked="" type="checkbox"/> Preliminary Plat	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA)	\$250.00	<input checked="" 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 Vacating	\$250.00
<input type="checkbox"/> SUP Request/Renewal	\$250.00	<input type="checkbox"/> Plat Development	\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA)	\$250.00	<input type="checkbox"/> Plat	\$100.00
<input type="checkbox"/> PUD Request	\$250.00	<input type="checkbox"/> Subdivision Variance Request	\$25.00 ea

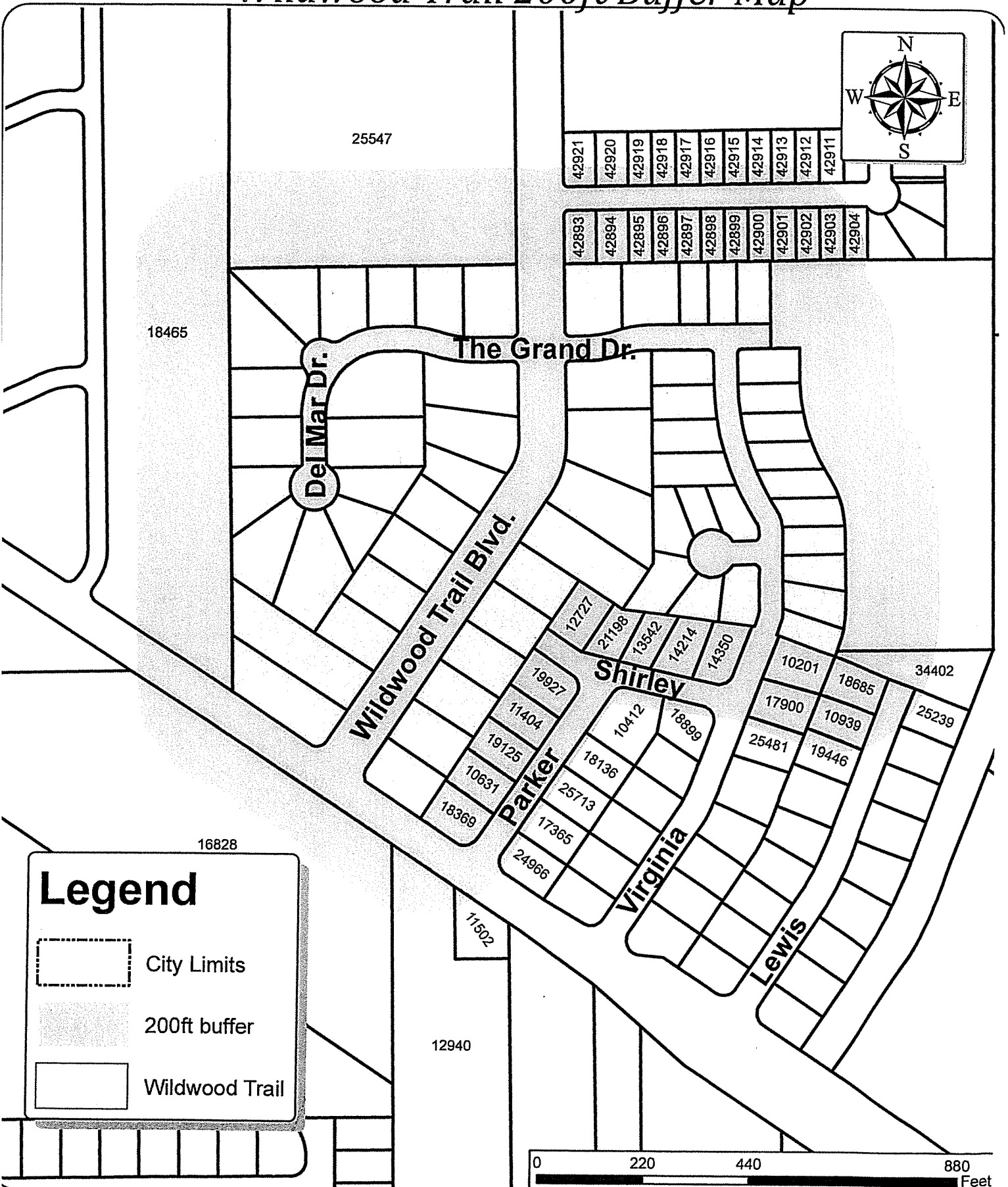
Please provide a basic description of the proposed project:

① The Estates at Wildwood Trail Phase II - 25 lots - 6.751 acres  
② The Park at Wildwood Trail Phase II - 63 lots - 13.423 acres  
plus 4 lots for common area

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: 8/24/15  
Property Owner's Signature [Signature] Date: 8/24/15  
Accepted by: Adrian Barrios Date: 8/31/15

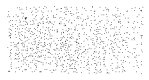
# Wildwood Trail 200ft Buffer Map



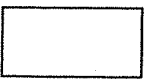
## Legend



City Limits



200ft buffer



Wildwood Trail

0 220 440 880 Feet

Document Path: \\SAM\Engineering and Public Works\Engineering\GIS Techs\MAPS\MAP\_DOCUMENTS\Arc\_City\_Address\_Assign\_Map\_8.5x11.mxd

Drawn By:  
Engineering Department

Last Update: 10/1/2015

Note:

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



**CITY OF KINGSVILLE**  
**ENGINEERING DEPARTMENT**  
200 East Kleberg  
Kingsville, Texas 78363.  
Office: 361-595-8005  
Fax: 361-595-8035



ROYVE BUILDERS LLC  
917 PEREGRINE DR  
EDINBURG, TX 78542  
#42920

HBC HOLDING LTD  
PO BOX 4900  
SCOTTSDALE, AZ 85261  
#18465

KINGSVILLE AREA INDUSTRIAL  
635 E KING  
KINGSVILLE, TX 78363  
#34402

STIEFER JASON CLAYTON  
1506 LEWIS ST  
KINGSVILLE, TX 78363  
#25239

RAUCH WILLIAM B  
1505 LEWIS ST  
KINGSVILLE, TX 78363  
#18685

MORALES BRAULIO JR  
1509 LEWIS ST  
KINGSVILLE, TX 78363  
#10939

BENAVIDES ROEL V  
1513 LEWIS ST  
KINGSVILLE, TX 78363  
#19446

TURPIN BENJAMIN F  
1506 VIRGINIA ST  
KINGSVILLE, TX 78363  
#10201

YANDELL KENNETH  
1510 VIRGINIA ST  
KINGSVILLE, TX 78363  
#17900

LEWIS LINDSEY N  
1514 VIRGINIA ST  
KINGSVILLE, TX 78363  
#25481

VENECIA FAMILY TRUST  
1513 VIRGINIA ST  
KINGSVILLE, TX 78363  
#18899

WHEELER JERI LYN ETAL  
P O BOX 165  
MOORE, TX 78057  
#10412

WOOD LOUIS H  
1506 PARKER ST  
KINGSVILLE, TX 78363  
#18136

LOPEZ HECTOR L  
1510 PARKER ST  
KINGSVILLE, TX 78363  
#25713

MEDRANO GENARO L  
1514 PARKER ST  
KINGSVILLE, TX 78363  
#17365

ESBERTO MARIA C S  
PO BOX 8249  
LA PUENTE, CA 91748  
#24966

WRIGHTS RV PARK LLC  
881 E COUNTY ROAD 2198  
KINGSVILLE, TX 78363  
#11502

WRIGHTS RV PARK LLC  
881 E COUNTY ROAD 2198  
KINGSVILLE, TX 78363  
#12940

GHRAOWI FAMILY INVESTMENTS  
204 SHORE DR  
PORTLAND, TX 78374  
#16828

KTIRI-IDRISSI NAGUIB  
10225 TWINLAKE LOOP  
DRIPPING SPRINGS, TX 78620  
#18369

NIELSEN BEVERLY ANNE EST  
7602 COLD SPRINGS DR  
CORPUS CHRISTI, TX 78413  
#10631

CANN EDWIN  
5042 AL THEIS ST  
BISHOP, TX 78343  
#19125

GARZA ROLANDO RENE  
1505 PARKER ST  
KINGSVILLE, TX 78363  
#11404

HINES SCOTT  
14706 CALAMITY DRIVE  
CORPUS CHRISTI, TX 78410  
#19927

REAGAN WILLIAM M  
1208 EBBTIDE CV  
COLLEGE STA, TX 77845  
#12727

SZTEITER ROBERT F  
1612 SHIRLEY ST  
KINGSVILLE, TX 78363  
#21198

PRECKWINKLE DARLA  
1616 SHIRLEY ST  
KINGSVILLE, TX 78363  
#13542

ZAVALA ROBERTO  
PO BOX 1069  
KINGSVILLE, TX 78364  
#14214

PEREZ JOSEPH L  
1624 SHIRLEY ST  
KINGSVILLE, TX 78363  
#14350

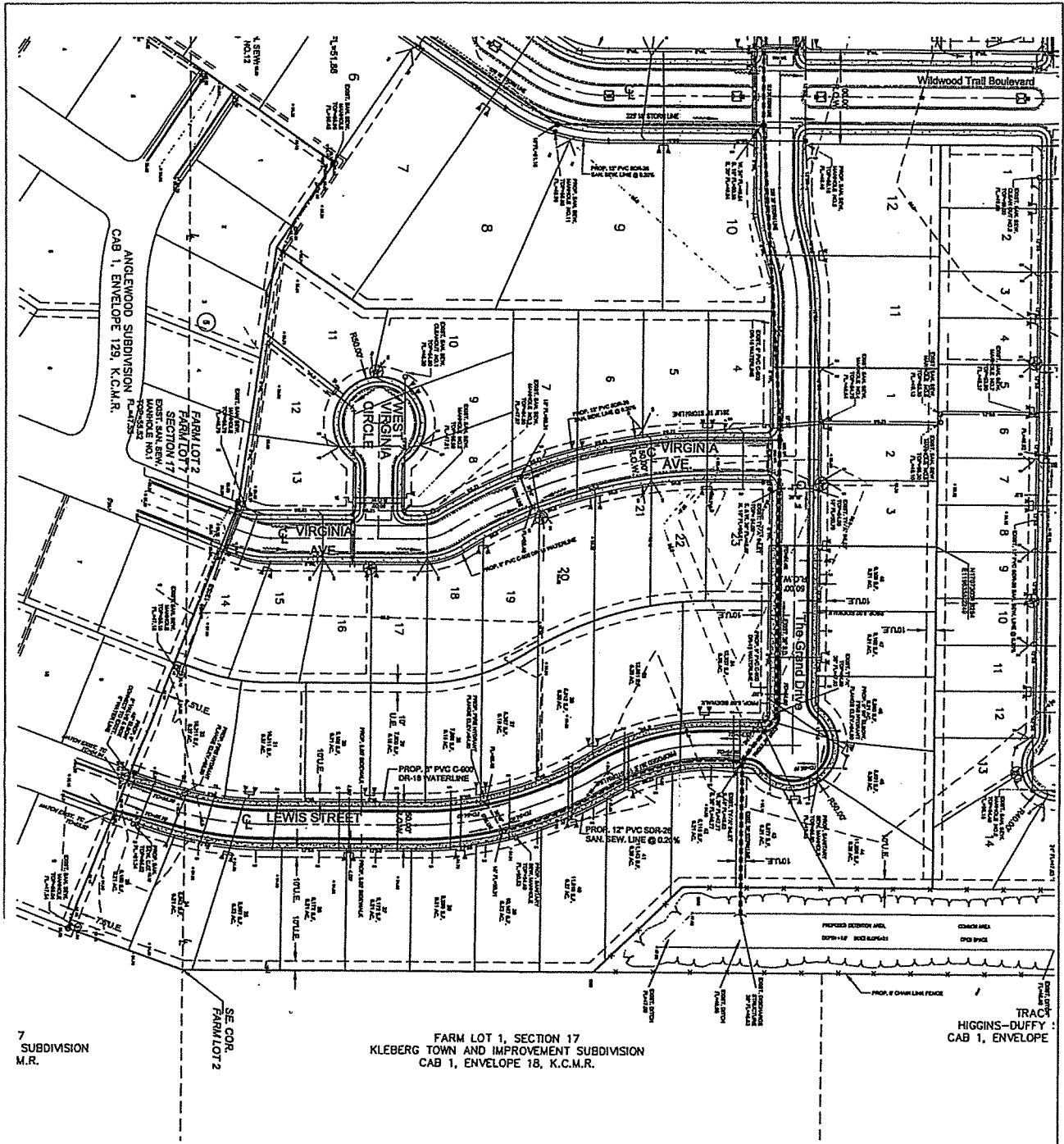
**TABLE I**  
**TIME OF CONCENTRATION DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/A. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#9	Overland & Gutter	0.445	189		21.0						
D.A.#9-D.A.#12	Pipe Flow	0.445						223	0.4	9.3	30.3
								333	3.0	1.9	55.6
D.A.#10	Overland & Gutter	0.445	143		15.9						
D.A.#10-D.A.#11	Pipe Flow	0.445						291	0.4	12.1	28.0
								35	3.0	0.2	28.2
D.A.#11	Overland & Gutter	0.445	84		9.3						
D.A.#11-D.A.#12	Pipe Flow	0.445						360	0.4	15.0	24.3
								282	3.0	1.6	29.8
D.A.#12	Overland & Gutter	0.445	141		15.7						
D.A.#12-D.A.#14	Pipe Flow	0.445						170	0.4	7.1	22.8
								52	3.0	0.3	55.9
D.A.#13	Overland & Gutter	0.445	139		15.4						
D.A.#13-D.A.#14	Pipe Flow	0.445						121	0.4	5.0	20.5
								35	3.0	0.2	20.7
D.A.#14	Overland & Gutter	0.445	141		15.7						
D.A.#14-D.A.#17	Pipe Flow	0.445						176	0.4	7.3	23.0
								242	3.0	1.3	57.3
D.A.#17	Overland & Gutter	0.445	142		15.8						
D.A.#17-D.A.#18	Pipe Flow	0.445						215	0.4	9.0	24.7
								63	3.0	0.4	57.6
D.A.#15	Overland & Gutter	0.445	140		15.6						
D.A.#15-D.A.#16	Pipe Flow	0.445						359	0.4	15.0	30.5
								36	3.0	0.2	30.7
D.A.#16	Overland & Gutter	0.445	141		15.7						
D.A.#16-D.A.#18	Pipe Flow	0.445						387	0.4	16.1	31.8
								273	3.0	1.5	59.1
D.A.#18	Overland & Gutter	0.445	140		15.6						
D.A.#18-OUTFALL	Pipe Flow	0.445						282	0.4	11.8	27.3
								172	3.0	1.0	60.1

FORMULA FOR TIME OF CONCENTRATION

T<sub>c</sub> = L





7  
SUBDIVISION  
M.R.

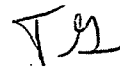
FARM LOT 1, SECTION 17  
KLEBERG TOWN AND IMPROVEMENT SUBDIVISION  
CAB 1, ENVELOPE 18, K.C.M.R.

TRACT  
HIGGINS-DUFFY  
CAB 1, ENVELOPE

# **PUBLIC HEARING #3**

To: Courtney Alvarez, Interim City Manager

From: Tom Ginter, Director of Planning and Development Services



Date: October 30, 2015

Subject: Preliminary and Final Plat for The Estates at Wildwood Trail Phase II (25) lots 6.751 acres located at KT & I Co. Block 17, Lot PT 2,3 PT 7, acres 19.786 also known as Wildwood Trail Subdivision.

As you know there are three developments within the Wildwood Trail Subdivision. The three are The Grand, The Estates and The Park. Presented to the Planning and Zoning Commission were Phase II for The Estate and The Park. This agenda item just covers the commission's action pertaining to The Park. The Development Review Team has reviewed the plans and have no problem with them. One question asked was if Lewis Street was going to open in this phase and the answer was yes. It was also mentioned that the ditch on Cesar Street has functioned properly when Kingsville has had heavy rains. **The motion was made and seconded to approve the preliminary plat and final plat of The Estates at Wildwood Trail Phase II. All were in favor.**

The City Commission should be aware that the next agenda item, the submittal of the Preliminary and Final Plat for The Park was tabled. It was tabled because the Planning and Zoning Commission did not have a plat titled Final Plat in front of them. While it would be the same plat the words Final Plat were not on it. The Estate plat was in the same position but the Planning and Zoning Commission did not go back to address that item. I have since called Melden and Hunt about this and they are sending me the appropriate documents. It is also likely that the Planning and Zoning Chairman Steve Zamora may be present for the commission meeting and request that the City Commission table the item pertaining to The Estates.

To: Planning and Zoning Commission Members

From: Tom Ginter, Director of Planning and Development Services

TG

Date: October 16, 2015

Subject: Agenda Item #1 and Agenda Item #2

Item#1 and #2:

Enclosed is the preliminary and final plat for The Estates at Wildwood Trail Phase II and the preliminary and final plat of The Park at Wildwood Trail Phase II. These are separate agenda items but since they are a part of the same subdivision, I decided to write one memo.

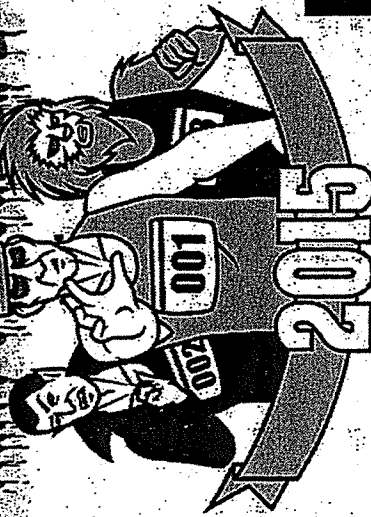
The development review team has reviewed the plans for both phases and have no problems with them.

As you know there are homes being built right now in this subdivision. Also enclosed is a drainage report that was revised in August of 2015.

Staff recommends approval of the preliminary and final plat for both phases submitted to the Planning and Zoning Commission.

Item # 1 - ~~Approved~~  
Approved

# FIRST ANNUAL RUN FOR YOUR LIFE



## 5K RUN/WALK

A DRUG FREE, FAMILY EVENT

### AGES:

12+ ELIGIBLE FOR 5K

-12 CAN RUN THE KIDS RUN

### REGISTRATION:

\$25 FOR 5K RUN

\$5 FOR KIDS RUN

FREE T-SHIRT TO FIRST 50 PAID ENTRIES

### PRIZES:

1ST, 2ND, 3RD PLACE  
IN ALL AGE CATEGORIES

BEST COSTUME (ADULT & TEEN CHILD)

DICK HOUSE  
BURGERS

WHEN:  
**SATURDAY, OCTOBER 24**  
WHERE:  
**DICK KLEBERG PARK**

TIME:  
**KIDS RUN AT 5:00PM**  
**5K STARTS AT 5:15PM**  
**COSTUME CONTEST: @ 4:45PM**

★ IN CASE OF RAIN OUT ★

Date: October 31  
7:30am sign in  
Kids Race 8:00am, 5k 8:30am  
Rain Out will be announced  
October 24 on Parks FB Page

PLEASE JOIN US AFTER  
FOR A MOVIE AT THE PARK!  
**HOTEL  
PENNSYLVANIA**  
POPCORN BAR \$3  
CONCESSION STAND WILL BE  
AVAILABLE



# Run + Walk

## PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 21, 2015 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:

Zarsky Development Company, owner Melden & Hunt, Inc, agent - Requesting the approval of preliminary and final plats of The Estates at Wildwood Trail Phase II (25 lots) 6.751 acres and The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.

Santos Benavidez, owner, Matthew Martinez, agent - Requesting a special use permit to operate a tattoo shop located at ORIG TOWN, BLOCK 23, LOT 14-16, (ECON-O-WASH) (ECON-O-WASH) also known as 429 N. 9th Street currently zoned as C1 (Neighborhood Services).

Jesse Irene M Est, owner, Steve Overgaard, agent - Requesting a special use permit to start construction for an Enterprise Rent A Car located at JESSE 2, LOT 8, ACRES 0.88 also known as HWY 77 currently zoned as C2 (Retail). The meeting will be held at City Hall, 200 East Kleberg, in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

## PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, November 9, 2015 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:

Zarsky Development Company, owner Melden & Hunt, Inc, agent - Requesting the approval of preliminary and final plats of The Estates at Wildwood Trail Phase II (25 lots) 6.751 acres and The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.

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10-21-15

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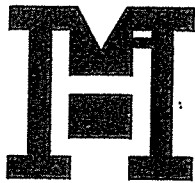
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**Jesse Irene M Est, owner, Steve Overgaard, agent – Requesting a special use permit to start construction for an Enterprise Rent A Car located at JESSE 2, LOT 8, ACRES 0.88 also known as HWY 77 currently zoned as C2 (Retail).**

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



TBPE Firm # F-1435  
TBPLS # 10096900

# MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS  
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERT TAMEZ

## Wildwood Trail Development

Formerly: Jalisco Ranch Development

### DRAINAGE STATEMENT

Job No. 12038 Date: June 27, 2012 rev: 8/12/15

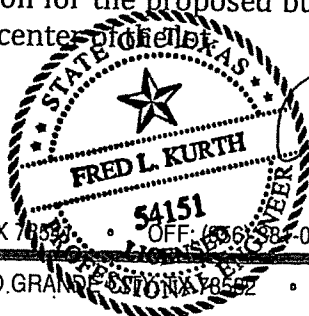
**Wildwood Trail DEVELOPMENT** is a 52.61-acre tract of land, out of Farm Lot 2, 3 and 7, Section 17, Kleberg Town and Improvement Subdivision, recorded in Cabinet 1, Envelope 18, Kleberg County Map Records. The property is located on the north side of Carlos Truan Boulevard (F.M. 425), approximately 1,600 feet northwest of U.S. Highway 77. Said property is currently open land, with a proposed future residential use. This subdivision is in zone "C" (no shading) on FEMA's Flood Insurance Rate Map Community Panel No. 480424 0005 C, map revised August 17, 1981. Zone "C" (no shading) is defined as areas of minimal flooding.

The soils are Clareville Clay Loam, Cranell Sandy Clay Loam and Gertrudis Fine Sandy Loam, which are in Hydrologic Groups "C", "D" and "B", respectively. Group "C" soils have a slow infiltration rate when thoroughly wet, Group "D" soils have a very slow infiltration rate (high runoff potential) when thoroughly wet, Group "B" soils have a moderate infiltration rate when thoroughly wet. (See excerpts from the USDA "Web Soil Survey of Kleberg County, Texas" -[www.websoilsurvey.nrcs.usda.gov](http://www.websoilsurvey.nrcs.usda.gov)).

Existing runoff is in an easterly direction, and is of 11.58 c.f.s. during the 10-year storm frequency as per attached calculations.

In accordance with the City of Kingsville Drainage District policies, the peak post construction rate of runoff will not be increased during the 25-year rainfall event due to the improvements in this subdivision. Therefore, as per attached calculations, 310,748 cubic feet of detention (7.13 Ac-Ft.) are required. Detention will be accomplished within a proposed detention ditch located at the east side of this development. Said detention ditch has a trapezoidal shape, with sides slope of 3:1, a depth of 7 feet and a storage capacity of 311,299 c.f. approximately (see map). Runoff from the streets and excess runoff from the lots is collected by curb inlets located at specific points, and is discharged into said detention ditch via pipes that range from 18 to 48 inches in diameter. The proposed detention ditch discharges into the existing drain ditch located at the north side of this development (south side of Carlos Truan Blvd. F.M. 425), via a 36-inch pipe. The northwest and northeast parts of this project discharge into said existing drain ditch via 24-inch pipes (see plan attached herewith).

The finished floor elevation for the proposed buildings shall be 18 inches above the top of curb, measured from the center of the curb.



Fred L. Kurth, P.E. #54151

115 W. McINTYRE • EDINBURG, TX 78542 • OFF: (956) 381-0981 • FAX: (956) 381-1839 • [www.meldenandhunt.com](http://www.meldenandhunt.com)

227 N. FM 3167 • RIO GRANDE, TX 78968 • OFF: (956) 487-8256 • FAX: (956) 488-8591

# DRAINAGE REPORT

PROJECT NAME: **Jalisco Ranch Development**

PROJECT NUMBER: 12038

DATE: April 18, 2012

6/27/2012 Revised

## I. Existing Condition-10 year

Ex. Area: 2,291,648.42 sf  
 52.61 ac  
 Imp. Area: 0.00 sf  
 % Imp. : 0.00  
 Slope : 0.19%  
 tc : 377.50 min  
 Rainfall Intensity (10yr) : 0.855 in/hr  
 c factor (from Nomograph) : 0.257  
 Q peak existing condition: 11.58 cfs

Int. Coeff. "k" 0.491 Table 3-2  
 Kp 3.28  
 Length 1590 ft  
 Velocity 0.070199 ft/sec  
 SCS Curve Number: 80

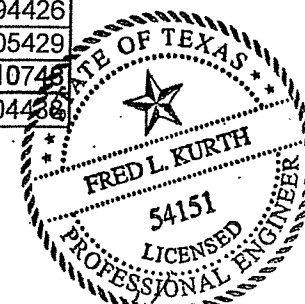
## II. Future Condition-25 year

Future area: 2,291,648.42 sf  
 52.61 ac  
 Estimated Imp. Area: 790,656 sf  
 % Imp. : 0.35  
 Slope : 0.19%  
 tc : 58.00 min  
 Rainfall Intensity (25yr) : 3.272 in/hr  
 c factor (from Nomograph) : 0.445  
 Q future cond. =  $Aci = i^*$  = 76.60 \* 0.44 = 23.4093687 i

SCS Curve Number: 86

time min.	time hour	i in/hr	Qin cfs	Vin cf	Qout cfs	Vout cf	REQ'D V cf
5	0.08	12.69	297.04	89112	11.58	3475	85637
10	0.17	10.01	234.42	140653	11.58	6951	133702
15	0.25	8.36	195.75	176174	11.58	10426	165748
20	0.33	7.23	169.20	203044	11.58	13902	189142
25	0.42	6.40	149.75	224625	11.58	17377	207247
30	0.50	5.76	134.79	242624	11.58	20853	221772
35	0.58	5.25	122.88	258039	11.58	24328	233711
40	0.67	4.83	113.16	271586	11.58	27803	243783
45	0.75	4.49	105.04	283602	11.58	31279	252323
50	0.83	4.19	98.16	294466	11.58	34754	259712
60	1.00	3.72	87.08	313498	11.58	41705	271793
90	1.50	2.82	66.11	356984	11.58	62558	294426
120	2.00	2.31	54.01	388839	11.58	83410	305429
180	3.00	1.72	40.36	435864	11.58	125115	310748
240	4.00	1.40	32.73	471259	11.58	166820	304486

Storage Required: 310,748 cf  
 Storage Required: 7.134 Ac.-Ft.  
 w/ release rate of: 11.58 cfs  
 Storage / Ac. Development: 0.136 Ac.Ft. per Ac.



*Fred L. Kurth*  
 6-27-12

**TABLE I**  
**TIME OF CONCENTRATION DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
Existing	Overland	0.257	1590		377.5						377.5
D.A.#1	Overland & Gutter	0.445									
D.A.#1-D.A.#2	Pipe Flow	0.445	300		33.3			400	0.4	16.7	50.0
								28	3.0	0.2	50.2
D.A.#2	Overland & Gutter	0.445									
D.A.#2-D.A.#3	Pipe Flow	0.445	15		1.7			400	0.4	16.7	18.3
								27	3.0	0.2	50.3
D.A.#3	Overland & Gutter	0.445									
D.A.#3-D.A.#4	Pipe Flow	0.445	15		1.7			400	0.4	16.7	18.3
								28	3.0	0.2	50.5
D.A.#4	Overland & Gutter	0.445									
D.A.#4-D.A.#9	Pipe Flow	0.445	160		17.8			400	0.4	16.7	34.4
								498	3.0	2.8	53.2
D.A.#5	Overland & Gutter	0.445									
D.A.#5-D.A.#6	Pipe Flow	0.445	191		21.2			494	0.4	20.6	41.8
								35	3.0	0.2	42.0
D.A.#6	Overland & Gutter	0.445									
D.A.#6-D.A.#8	Pipe Flow	0.445	191		21.2			402	0.4	16.8	38.0
								377	3.0	2.1	44.1
D.A.#7	Overland & Gutter	0.445									
D.A.#7-D.A.#8	Pipe Flow	0.445	160		17.8			202	0.4	8.4	26.2
								35	3.0	0.2	44.3
D.A.#8	Overland & Gutter	0.445									
D.A.#8-D.A.#9	Pipe Flow	0.445	205		22.8			210	0.4	8.8	31.5
								99	3.0	0.6	53.8

FORMULA FOR TIME OF CONCENTRATION  
USING THE RATIONAL METHOD, AS PER  
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

TABLE 1A  
FLOWRATE DETERMINATION  
Jalisco Ranch Development

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
Existing	52.61	0.257	377.5	10	0.844	11.44		
D.A.#1								
D.A.#1-D.A.#2	3.61	0.445	50.0	10	3.636	5.84		
	3.61	0.445	50.2	10	3.629	5.83	24.00	0.067%
D.A.#2								
D.A.#2-D.A.#3	0.49	0.445	18.3	10	6.596	1.44		
	4.10	0.445	50.3	10	3.622	6.61	24.00	0.085%
D.A.#3								
D.A.#3-D.A.#4	0.48	0.445	18.3	10	6.596	1.41		
	4.58	0.445	50.5	10	3.614	7.37	24.00	0.106%
D.A.#4								
D.A.#4-D.A.#9	3.72	0.445	34.4	10	4.610	7.63		
	8.30	0.445	53.2	10	3.489	12.89	30.00	0.099%
D.A.#5								
D.A.#5-D.A.#6	3.69	0.445	41.8	10	4.083	6.70		
	3.69	0.445	42.0	10	4.071	6.68	24.00	0.087%
D.A.#6								
D.A.#6-D.A.#8	2.11	0.445	38.0	10	4.339	4.07		
	5.80	0.445	44.1	10	3.946	10.18	30.00	0.062%
D.A.#7								
D.A.#7-D.A.#8	1.04	0.445	26.2	10	5.426	2.51		
	1.04	0.445	44.3	10	3.935	1.82	18.00	0.030%
D.A.#8								
D.A.#8-D.A.#9	1.00	0.445	31.5	10	4.864	2.16		
	16.14	0.445	53.8	10	3.465	24.89	42.00	0.061%

FORMULA FOR INTENSITY  
USING THE RATIONAL METHOD, AS PER  
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{(T_c + d)} e$$

**TABLE IA**  
**FLOWRATE DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
D.A.#9	2.22	0.445	30.3	10	4.982	4.92		
D.A.#9-D.A.#12	18.36	0.445	55.6	10	3.388	27.68	42.00	0.076%
D.A.#10	1.69	0.445	28.0	10	5.218	3.92		
D.A.#10-D.A.#11	1.69	0.445	28.2	10	5.197	3.91	18.00	0.139%
D.A.#11	2.11	0.445	24.3	10	5.658	5.31		
D.A.#11-D.A.#12	3.80	0.445	29.8	10	5.034	8.51	24.00	0.142%
D.A.#12	1.23	0.445	22.8	10	5.875	3.22		
D.A.#12-D.A.#14	23.39	0.445	55.9	10	3.376	35.14	48.00	0.060%
D.A.#13	0.55	0.445	20.5	10	6.221	1.52		
D.A.#13-D.A.#14	0.55	0.445	20.7	10	6.190	1.51	18.00	0.021%
D.A.#14	0.65	0.445	23.0	10	5.840	1.69		
D.A.#14-D.A.#17	24.59	0.445	57.3	10	3.323	36.36	48.00	0.064%
D.A.#17	0.78	0.445	24.7	10	5.606	1.95		
D.A.#17-D.A.#18	29.24	0.445	57.6	10	3.310	43.06	48.00	0.048%
D.A.#15	1.77	0.445	30.5	10	4.961	3.91		
D.A.#15-D.A.#16	1.77	0.445	30.7	10	4.941	3.89	18.00	0.137%
D.A.#16	2.1	0.445	31.8	10	4.840	4.52		
D.A.#16-D.A.#18	3.87	0.445	59.1	10	3.252	5.60	24.00	0.061%
D.A.#18	1.86	0.445	27.3	10	5.297	4.38		
D.A.#18-OUTFALL	31.10	0.445	60.1	10	3.217	44.52	48.00	0.051%

FORMULA FOR INTENSITY

$$I = \frac{a}{b}$$

TABLE I  
TIME OF CONCENTRATION DETERMINATION  
Jalisco Ranch Development

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/ID (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#19	Overland & Gutter										
D.A.#19-D.A.#20	Pipe Flow	0.445	119		13.2			328	0.4	13.7	26.9
		0.445						36	3.0	0.2	27.1
D.A.#20	Overland & Gutter										
D.A.#20-D.A.#21	Pipe Flow	0.445	119		13.2			335	0.4	14.0	27.2
		0.445						419	3.0	2.3	29.5
D.A.#21	Overland & Gutter										
D.A.#21-D.A.#22	Pipe Flow	0.445	119		13.2			296	0.4	12.3	25.6
		0.445						65	3.0	0.4	29.9
D.A.#22	Overland & Gutter										
D.A.#22-OUTFALL	Pipe Flow	0.445	119		13.2			486	0.4	20.3	33.5
		0.445						135	3.0	0.8	34.2
D.A.#23	Overland & Gutter										
D.A.#23-D.A.#24	Pipe Flow	0.445	119		13.2			435	0.4	18.1	31.3
		0.445						35	3.0	0.2	31.5
D.A.#24	Overland & Gutter										
D.A.#24-OUTFALL	Pipe Flow	0.445	119		13.2			466	0.4	19.4	32.6
		0.445						139	3.0	0.8	33.4
D.A.#25	Overland & Gutter										
D.A.#25-D.A.#26	Pipe Flow	0.445	119		13.2			393	0.4	16.4	29.6
		0.445						39	3.0	0.2	29.8
D.A.#26	Overland & Gutter										
D.A.#26-D.A.#27	Pipe Flow	0.445	119		13.2			401	0.4	16.7	29.9
		0.445						235	3.0	1.3	31.2
D.A.#27	Overland & Gutter										
D.A.#27-D.A.#28	Pipe Flow	0.445	119		13.2			401	0.4	16.7	29.9
		0.445						38	3.0	0.2	31.4
D.A.#28	Overland & Gutter										
D.A.#28-OUTFALL	Pipe Flow	0.445	119		13.2			391	0.4	16.3	29.5
		0.445						138	3.0	0.8	32.2

USING THE RATIONAL METHOD, AS PER  
"TXDOT BRIDGE HYDRAULIC MANUAL" (Tc + d)

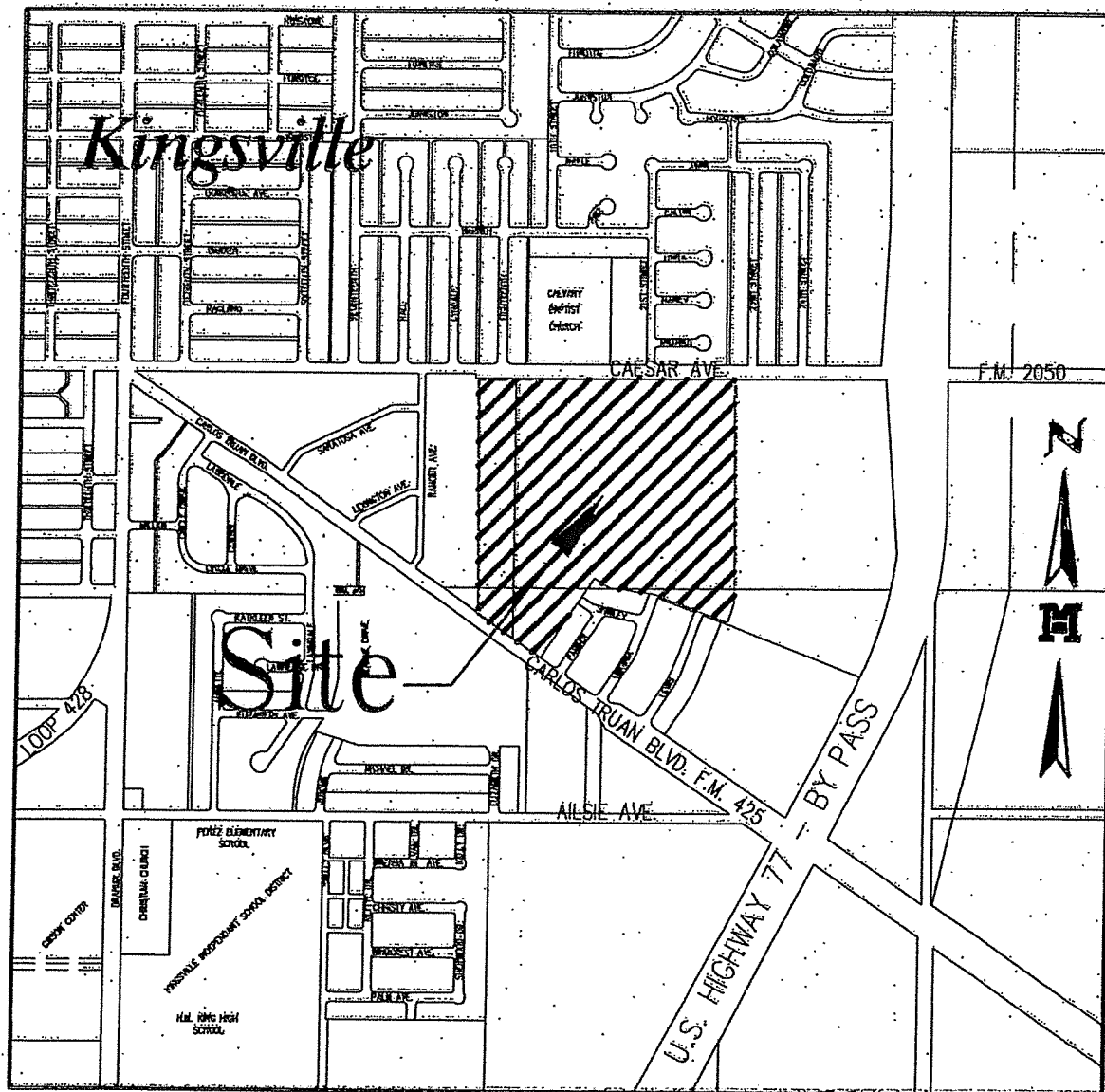
TABLE IA  
FLOWRATE DETERMINATION  
Jalisco Ranch Development

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
D.A.#19	1.19	0.445	26.9	10	5.344	2.83		
D.A.#19-D.A.#20	1.19	0.445	27.1	10	5.321	2.82	18.00	0.072%
D.A.#20	1.19	0.445	27.2	10	5.311	2.81		
D.A.#20-D.A.#21	2.38	0.445	29.5	10	5.061	5.36	24.00	0.056%
D.A.#21	1.07	0.445	25.6	10	5.503	2.62		
D.A.#21-D.A.#22	3.45	0.445	29.9	10	5.024	7.71	24.00	0.116%
D.A.#22	2.09	0.445	33.5	10	4.691	4.36		
D.A.#22-OUTFALL	5.54	0.445	34.2	10	4.628	11.41	30.00	0.077%
D.A.#23	2.17	0.445	31.3	10	4.881	4.71		
D.A.#23-D.A.#24	2.17	0.445	31.5	10	4.863	4.70	18.00	0.200%
D.A.#24	2.82	0.445	32.6	10	4.764	5.98		
D.A.#24-OUTFALL	4.99	0.445	33.4	10	4.696	10.43	30.00	0.065%
D.A.#25	2.43	0.445	29.6	10	5.052	5.46		
D.A.#25-D.A.#26	2.43	0.445	29.8	10	5.030	5.44	24.00	0.058%
D.A.#26	1.6	0.445	29.9	10	5.018	3.57		
D.A.#26-D.A.#27	4.03	0.445	31.2	10	4.892	8.77	24.00	0.151%
D.A.#27	1.6	0.445	29.9	10	5.018	3.57		
D.A.#27-D.A.#28	5.63	0.445	31.4	10	4.872	12.20	30.00	0.089%
D.A.#28	2.43	0.445	29.5	10	5.060	5.47		
D.A.#28-OUTFALL	8.06	0.445	32.2	10	4.802	17.22	36.00	0.067%



# Jalisco Ranch Development

VICINITY MAP scale: 1"=1000'

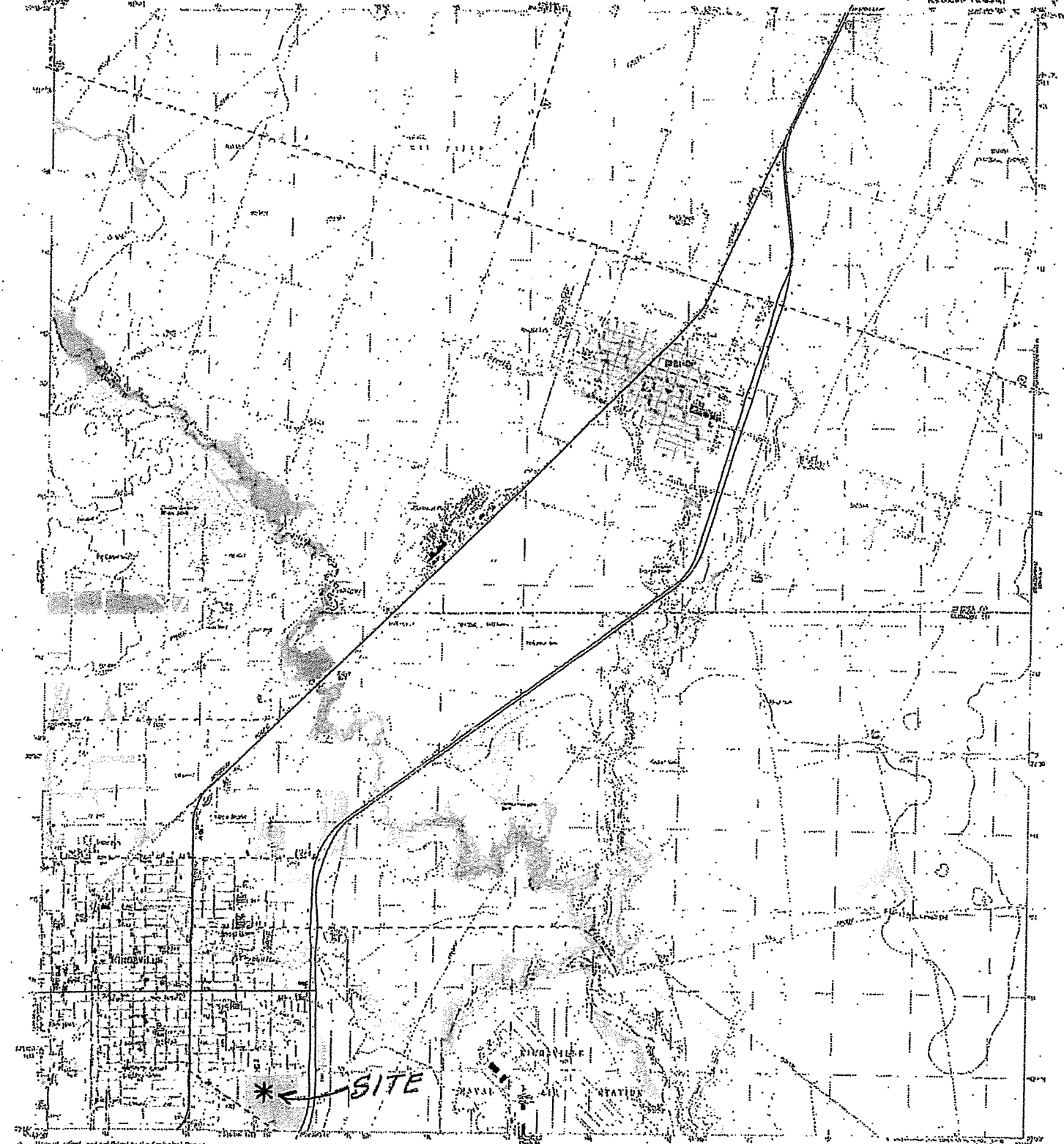
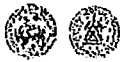


## MELDEN & HUNT INC.

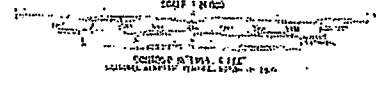
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Map, edited, and published by the Biological Service  
of the U.S. Department of the Interior.  
The map is a reproduction of the original map  
of the Kingsburg East Quadrant, Texas, and  
is not a new map. The map is a reproduction  
of the original map of the Kingsburg East  
Quadrant, Texas, and is not a new map.  
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of the Kingsburg East Quadrant, Texas, and  
is not a new map.



1:50,000 SCALE  
KINGSBURG EAST, TEX.  
1940-1941  
1940  
1940

FOR SALE BY U.S. GEOLOGICAL SURVEY, BIOLOGICAL SERVICE, DEPARTMENT OF THE INTERIOR  
WASHINGTON, D.C. 20508

17 080 080

FEET

27°30'

97°52'30"

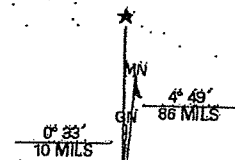
612 1 150 000 FEET

613

614

Produced by the United States Geological Survey  
 North American Datum of 1983 (NAD83)  
 World Geodetic System of 1984 (WGS84). Projection and  
 1 000-meter grid: Universal Transverse Mercator, Zone 14R  
 10 000-foot ticks: Texas Coordinate System of 1983  
 (south zone)

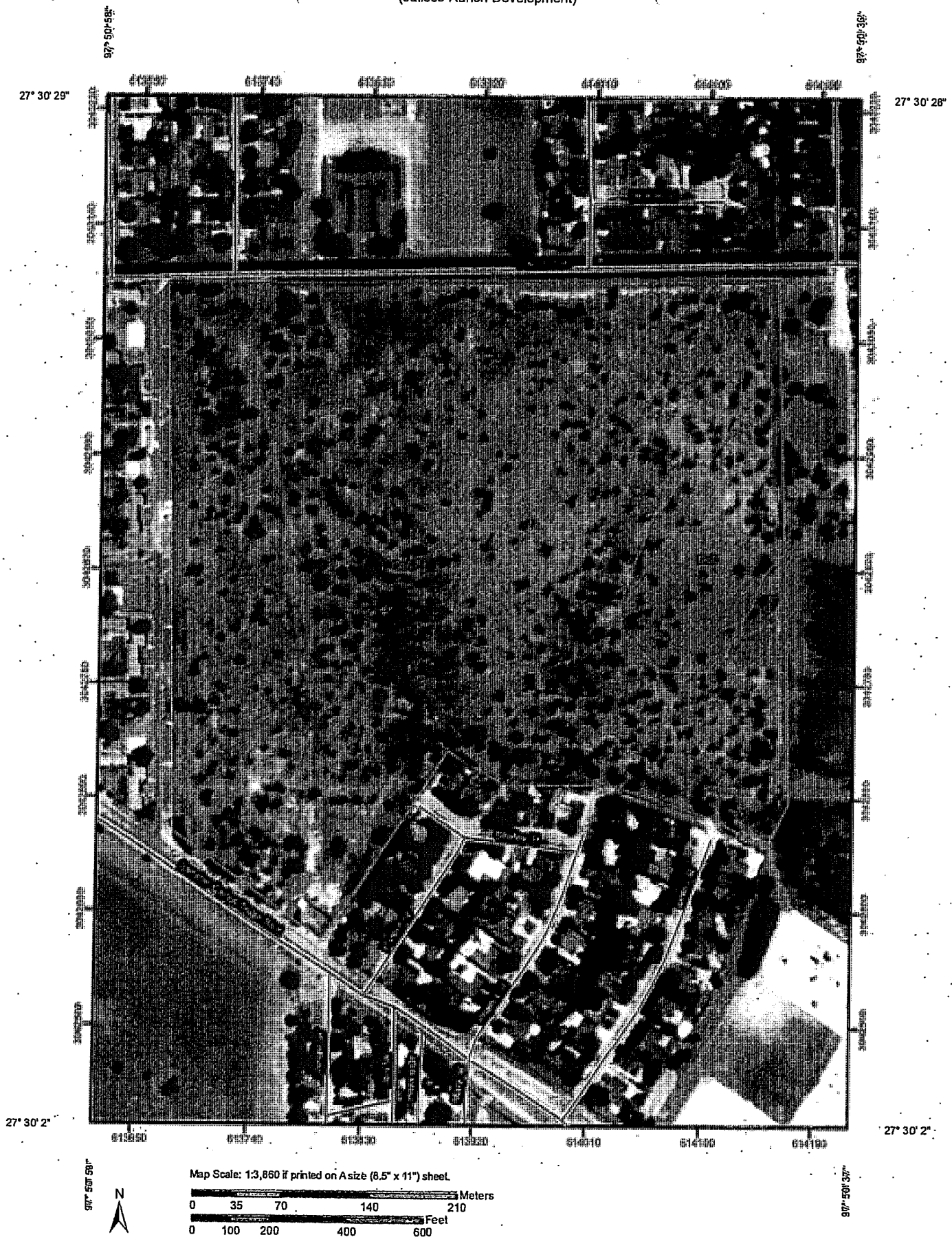
Imagery.....NAIP, April 2008  
 Roads.....US Census Bureau TIGER data  
                     with limited USGS updates, 2008  
 Names.....GNIS, 2008  
 Hydrography.....National Hydrography Dataset, 1995  
 Contours.....National Elevation Dataset, 2005



UTM GRID AND 2010 MAGNETIC NORTH  
 DECLINATION AT CENTER OF SHEET

U.S. National Grid
100,000-m Square ID
PR
Grid Zone Designation
14R

Soil Map—Kenedy and Kleberg Counties, Texas  
(Jalisco Ranch Development)



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

4/18/2012  
Page 1 of 3

## Water Features

This table gives estimates of various soil water features. The estimates are used in land use planning that involves engineering considerations.

*Hydrologic soil groups* are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The four hydrologic soil groups are:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas.

*Surface runoff* refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based on slope, climate, and vegetative cover. The concept indicates relative runoff for very specific conditions. It is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal. The classes are negligible, very low, low, medium, high, and very high.

The *months* in the table indicate the portion of the year in which a water table, ponding, and/or flooding is most likely to be a concern.

*Water table* refers to a saturated zone in the soil. The water features table indicates, by month, depth to the top (*upper limit*) and base (*lower limit*) of the saturated zone in most years. Estimates of the upper and lower limits are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors or mottles (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

*Ponding* is standing water in a closed depression. Unless a drainage system is installed, the water is removed only by percolation, transpiration, or evaporation. The table indicates *surface water depth* and the *duration* and *frequency* of ponding. Duration is expressed as *very brief* if less than 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days, and *very long* if more than 30 days. Frequency is expressed as none, rare, occasional, and frequent. *None* means that ponding is not probable; *rare* that it is unlikely but possible under unusual weather conditions (the chance of ponding is nearly 0 percent to 5 percent in any year); *occasional* that it occurs, on the average, once or less in 2 years (the chance of ponding is 5 to 50 percent in any year); and *frequent* that it occurs, on the average, more than once in 2 years (the chance of ponding is more than 50 percent in any year).

*Flooding* is the temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding; and water standing in swamps and marshes is considered ponding rather than flooding.

*Duration* and *frequency* are estimated. Duration is expressed as *extremely brief* if 0.1 hour to 4 hours, *very brief* if 4 hours to 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days, and *very long* if more than 30 days. Frequency is expressed as none, very rare, rare, occasional, frequent, and very frequent. *None* means that flooding is not probable; *very rare* that it is very unlikely but possible under extremely unusual weather conditions (the chance of flooding is less than 1 percent in any year); *rare* that it is unlikely but possible under unusual weather conditions (the chance of flooding is 1 to 5 percent in any year); *occasional* that it occurs infrequently under normal weather conditions (the chance of flooding is 5 to 50 percent in any year); *frequent* that it is likely to occur often under normal weather conditions (the chance of flooding is more than 50 percent in any year but is less than 50 percent in all months in any year); and *very frequent* that it is likely to occur very often under normal weather conditions (the chance of flooding is more than 50 percent in all months of any year).

The information is based on evidence in the soil profile, namely thin strata of gravel, sand, silt, or clay deposited by floodwater; irregular decrease in organic matter content with increasing depth; and little or no horizon development.

Also considered are local information about the extent and levels of flooding and the relation of each soil on the landscape to historic floods. Information on the extent of flooding based on soil data is less specific than that provided by detailed engineering surveys that delineate flood-prone areas at specific flood frequency levels.



## Report--Water Features

Water Features-- Kenedy and Kleberg Counties, Texas									
Map unit symbol and soil name	Hydrologic group	Surface runoff	Month	Water table		Ponding		Flooding	
				Upper limit	Lower limit	Surface depth	Duration	Frequency	Frequency
				Ft	Ft	Ft			
CkA--Clareville clay loam, 0 to 1 percent slopes									
Clareville	C	Low	Jan-Dec	—	—	—	—	—	—
CnA--Cranell sandy clay loam, 0 to 1 percent slopes									
Cranell	D	High	Jan-Dec	—	—	—	—	—	—
GeB--Gertrudis fine sandy loam, 0 to 3 percent slopes									
Gertrudis	B	Low	Jan-Dec	—	—	—	—	—	—

## Data Source Information

Soil Survey Area: Kenedy and Kleberg Counties, Texas  
 Survey Area Data: Version 11, Oct 27, 2009



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

4/18/2012  
Page 3 of 3

## MAP LEGEND

<b>Area of Interest (AOI)</b>			
	Area of Interest (AOI)		Very Stony Spot
	Soils		Wet Spot
	Soil Map Units		Other
<b>Special Point Features</b>		<b>Special Line Features</b>	
	Blowout		Gully
	Borrow Pit		Short Steep Slope
	Clay Spot		Other
	Closed Depression	<b>Political Features</b>	
	Gravel Pit		Cities
	Gravelly Spot	<b>Water Features</b>	
	Landfill		Streams and Canals
	Lava Flow	<b>Transportation</b>	
	Marsh or swamp		Rails
	Mine or Quarry		Interstate Highways
	Miscellaneous Water		US Routes
	Perennial Water		Major Roads
	Rock Outcrop		Local Roads
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Shrinkhole		
	Slide of Slip		
	Sodic Spot		
	Spoil Area		
	Stony Spot		

## MAP INFORMATION

Map Scale: 1:3,860 if printed on A size (8.5" x 11") sheet.  
The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
Coordinate System: UTM Zone 14N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kennedy and Kleberg Counties, Texas  
Survey Area Data: Version 11, Oct 27, 2009

Date(s) aerial images were photographed: Data not available.

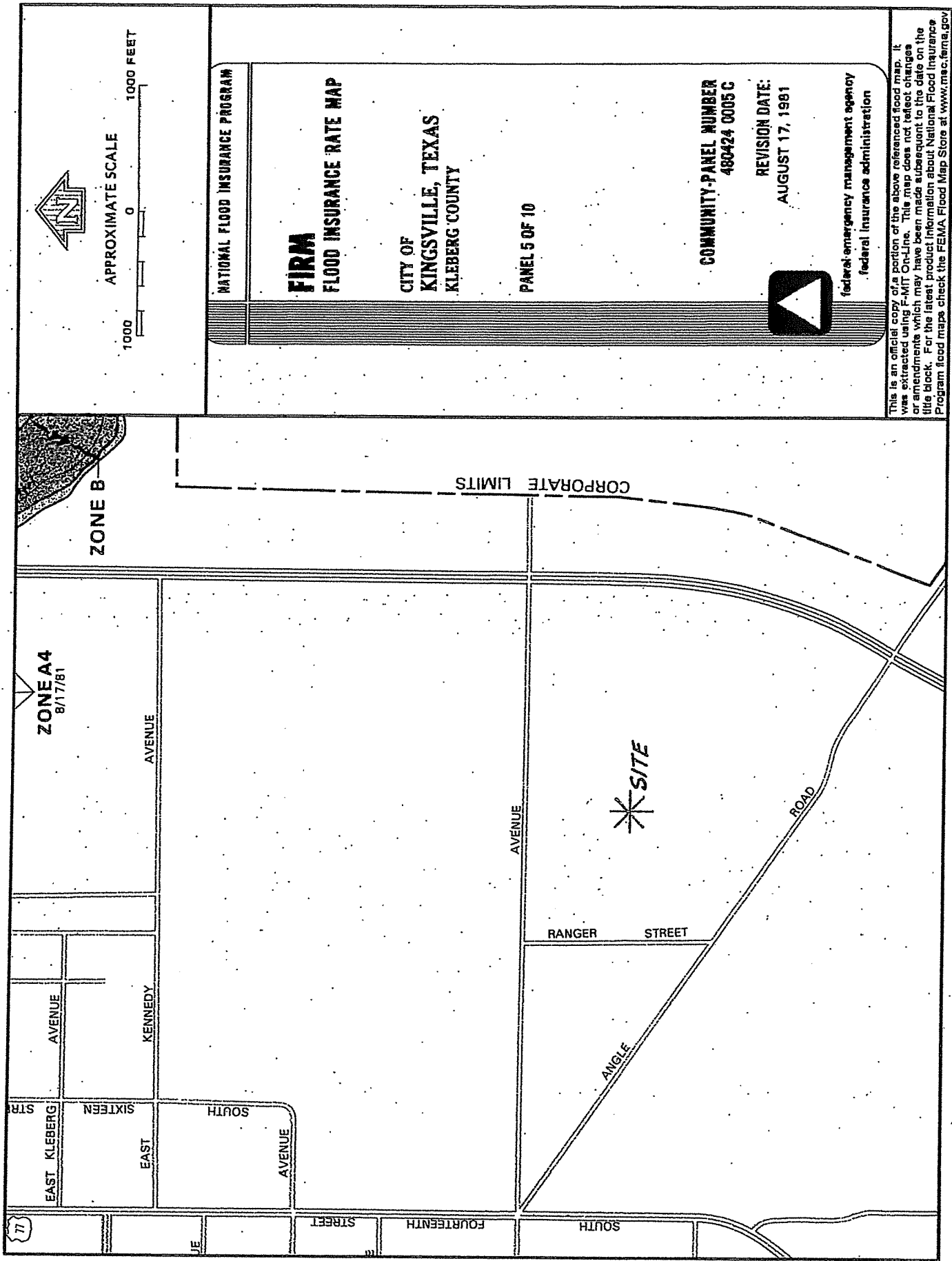
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



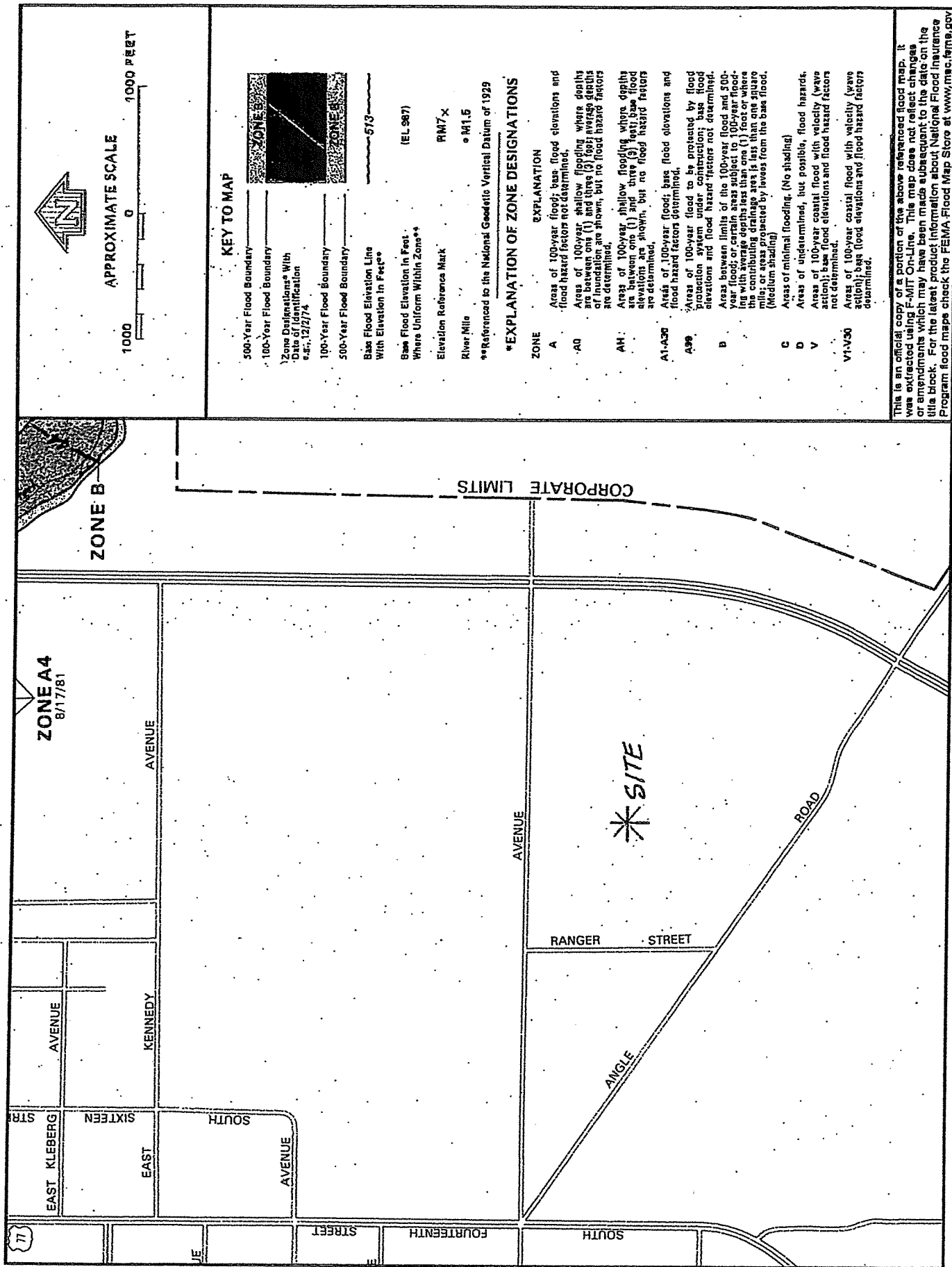
## Map Unit Legend

Kenedy and Kleberg Counties, Texas (TX613)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CkA	Clareville clay loam, 0 to 1 percent slopes	0.3	0.6%
CnA	Cranell sandy clay loam, 0 to 1 percent slopes	46.6	89.2%
GeB	Gertrudis fine sandy loam, 0 to 3 percent slopes	5.3	10.2%
Totals for Area of Interest		52.3	100.0%





This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT Cut-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. GF#1978007099

When Recorded Return to:  
Denise Bell  
Lawyers Title Company  
4131 N. Central Expressway, #450  
Dallas, TX 75204

### GENERAL WARRANTY DEED

THE STATE OF TEXAS       §  
                                     §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF   HARRIS       §

THAT THE UNDERSIGNED, REDUS TX HOMES, LLC, a Delaware limited liability company, ("Grantor"), whose address is 301 South College Street, Mail Code: MACD1053-04B, Charlotte, NC 28288, for and in consideration of the sum of TEN DOLLARS (\$10.00) paid to Grantor by Zarsky Development Company, LLC, a Texas limited liability company ("Grantee), whose address is 1409 N. Main Street, McAllen, TX 78501 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain land located in Kleberg County, Texas, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to those matters disclosed on Exhibit "B" attached hereto (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Encumbrances, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Except for the warranties of the title contained herein, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including, without limitation, any and all improvements located thereon and/or comprising a part thereof). GRANTEE, BY ACCEPTANCE OF THIS GENERAL WARRANTY DEED, ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS SUCH PROPERTY AS IS AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, NO IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

All real and personal property taxes and assessments on the Property for the year 2013 have been prorated as of the effective date hereof, and by acceptance of this General Warranty Deed, Grantee assumes payment of all such taxes and assessments for the year 2013 and subsequent years.

EXECUTED as of the 24 day of February 2013, to be effective the 27 day of February, 2013.

REDUS TX HOMES, LLC,  
a Delaware limited liability company

By: REDUS Properties, Inc.,  
a Delaware corporation,  
as Sole Member

By: [Signature]  
Name: ROSS PRINTER  
Title: AVP

ACKNOWLEDGMENT

NC  
STATE OF ~~TEXAS~~

COUNTY OF Mecklenburg

This instrument was acknowledged before me on February 27<sup>th</sup>, 2013, by ROSS PRINTER acting as ASST. VICE PRES of REDUS Properties, Inc., a Delaware corporation, Sole Member of REDUS TX Homes, LLC, a Delaware limited liability company.

[Signature]  
Notary Name: JOANNE MARGOTT  
State of: NC  
County of: mecklenburg  
Expires: 6/8/13

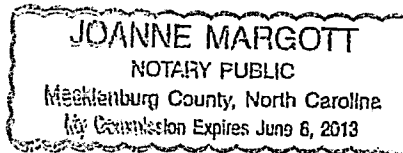


EXHIBIT A

Field Notes for a 52.09± acre tract of land out of Farm Lot 2, Farm Lot 3 and Farm Lot 7, Section 17, The Kleberg Town & Improvement Co., Kleberg County, Texas.

... X ...

Being all that certain tract or parcel of land situated in Kleberg County, Texas, and being a part of Farm Lot 2, Farm Lot 3 and Farm Lot 7, Section 17, The Kleberg Town & Improvement Co., a subdivision to the said Kleberg County described by map or plat recorded in Envelope 18, Plat Cabinet 1, Map and Plat Records, Kleberg County, Texas, and being a part of those tracts of land conveyed by deeds to Yancy Hudson recorded in Volume 54, Pages 220-221 and in Volume 95, Pages 77-78, Deed Records, Kleberg County, Texas, more particularly described by metes and bounds as follows to wit:

**BEGINNING** at the Northeast corner of the aforementioned Farm Lot 2, said corner being in the South line of the 60 foot Right-of-Way of East Caesar Avenue, said corner being THE POINT OF BEGINNING and the Northeast corner of the tract herein described;

**THENCE**, with the East line of the aforementioned Farm Lot 2, **SOUTH**, a distance of 1380.00 feet to an iron rod found in the ground for a corner, said corner being the Southeast corner of the aforementioned Farm Lot 2, said corner being the Southeast corner of the tract herein described;

**THENCE**, with the South line of the aforementioned Farm Lot 2, **WEST**, a distance of 363.30 feet to an iron rod found in the ground for a corner, said corner being in the North line of Anglewood, said Anglewood being a subdivision described by plat recorded in Envelope 129, Plat Cabinet 1, Map and Plat Records, Kleberg County, Texas, said corner being an outer corner in the South line of the tract herein described;

**THENCE**, with the aforementioned North line of Anglewood subdivision, **N. 68° 45' 18" W.**, a distance of 151.17 feet to an iron rod found in the ground for a corner, said corner being an inner corner in the South line of the tract herein described;

**THENCE**, continuing with the aforementioned North line of Anglewood subdivision, **N. 81° 50' 21" W.**, a distance of 275.49 feet to an iron sanitary sewer manhole cover for a corner, said corner being an outer corner in the South line of the tract herein described;

**THENCE**, continuing with the aforementioned North line of Anglewood subdivision, **N. 55° 52' 30" W.**, a distance of 110.00 feet to an iron sanitary sewer manhole cover for a corner, said corner being the Northwest corner of the aforementioned Anglewood subdivision, said corner being an inner corner in the South line of the tract herein described;

**THENCE**, with the West line of the aforementioned Anglewood subdivision, **S. 34° 07' 30" W.**, a distance of 595.00 feet to an iron pipe set in concrete, found in the ground for a corner, said corner being the Southwest corner of the aforementioned Anglewood subdivision, said corner being in the North line of the 80 foot Right-of-Way of Senator Carlos Truan Boulevard, said corner being an outer corner in the South line of the tract herein described;

THENCE, with the aforementioned North Right-of-Way line of Senator Carlos Truan Boulevard, N.  $55^{\circ} 22' 54''$  W., a distance of 471.75 feet to an iron rod, set in concrete, found in the ground for a corner, said corner being the Southeast corner of a tract of land conveyed by deed to The United States of America recorded in Volume 99, Pages 169-172, Deed Records, Kleberg County, Texas, said corner being the Southwest corner of the tract herein described;

THENCE, with the East line of the aforementioned The United States Of America tract of land, N.  $00^{\circ} 04' 31''$  W. (at 68.95 feet pass the South line of the aforementioned Farm Lot 3), for a total distance of 1448.95 feet to an iron rod found in the ground for a corner, said corner being the Northeast corner of the aforementioned The United States of America tract of land, said corner being in the aforementioned South Right-of-Way line of East Caesar Avenue, said corner being in the North line of the aforementioned Farm Lot 3, said corner being the Northwest corner of the tract herein described;

THENCE, with the aforementioned North line of Farm Lot 3 and with the aforementioned South Right-of-Way line of East Caesar Avenue, EAST, (at 329.38 pass the Northeast corner of the aforementioned Farm Lot 3 same being the Northwest corner of the aforementioned Farm Lot 2), for a total distance of 1591.88 feet to RETURN TO AND CLOSE AT THE POINT OF BEGINNING, containing within said bounds 52.00  $\pm$  acres of land.

Exhibit "B"

- a. Shortages in Area
- b. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
- c. The standard printed exception as to waters, tidelands, beaches, streams and related matters.
- d. Right of Way dated August 29, 1941, from Yancy Hudson, et ux, to Nueces Electric Coop, recorded in Volume 139, Page 62, Deed Records, Kleberg County, Texas.:
- e. Right of Way to city of Kingsville, dated October 3, 1975, recorded in Volume 327, page 107, Deed Records, Kleberg County, Texas.
- f. 7.5' Utility Easement as shown on survey dated February 24, 2012 by Rios Surveying, LLC.
- g. Drain ditch located on the north property line as shown on survey dated February 24, 2012 by Rios Surveying, LLC.
- h. Mineral reservation contained in Deed dated May 8, 2007, from Grace Partnership to Landmark Valley Homes, Inc. recorded in Volume 362, Page 787, Official Records, Kleberg County, Texas..



FILE# 294078

VOL. 486 PAGE 388

FILED FOR RECORD

2013 MAR -1 PM 3:21

Indexed

LEO ALARCON  
COUNTY CLERK KLEBERG COUNTY

BY [Signature]

Compared

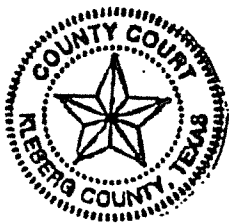
**NORMA C. ISASSI**

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

VOL. 486 PAGE 383

MAR 04 2013

DELIVERY DATE



[Signature]

**LEO ALARCON**  
COUNTY CLERK, KLEBERG COUNTY

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

**RETURN TO:**

**KLEBERG COUNTY TITLE**

**216 EAST KLEBERG**

**KINGSVILLE, TX 78363**

---

**RECORDERS MEMORANDUM:**

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

270002

288 120 PAGE 388

122021.0 AMHON

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CITY OF KINGSVILLE PLANNING  
AND ZONING DIVISION MASTER  
APPLICATION

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

Project Address \_\_\_\_\_ Nearest Intersection Carlos Truan Blvd.  
 (Proposed) Subdivision Name WILDWOOD TRAIL Lot \_\_\_\_\_ Block \_\_\_\_\_  
 Legal Description: SEE ATTACHED  
 Existing Zoning Designation R1-Single Family District Future Land Use Plan Designation R1-Single Family District

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

Applicant/Authorized Agent Melden & Hunt, Inc. Phone (956) 381-0981 FAX (956) 381-1839  
 Email Address (for project correspondence only): fkurth@meldenandhunt.com  
 Mailing Address 115 W. McIntyre St. City Edinburg State TX Zip 78541  
Zarsky Development  
 Property Owner Company Phone (956) 686-5403 FAX (956) 686-3513  
 Email Address (for project correspondence only): psteffy@zarsky.com  
 Mailing Address P.O. Box 248 City McAllen State TX Zip 78506

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

<input type="checkbox"/> Annexation Request _____	No Fee	<input checked="" type="checkbox"/> Preliminary Plat _____	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA) _____	\$250.00	<input checked="" 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 Vacating _____	\$250.00
<input type="checkbox"/> SUP Request/Renewal _____	\$250.00	<input type="checkbox"/> Plat Development _____	\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA) _____	\$250.00	<input type="checkbox"/> Plat _____	\$100.00
<input type="checkbox"/> PUD Request _____	\$250.00	<input type="checkbox"/> Subdivision Variance Request _____	\$25.00 ea

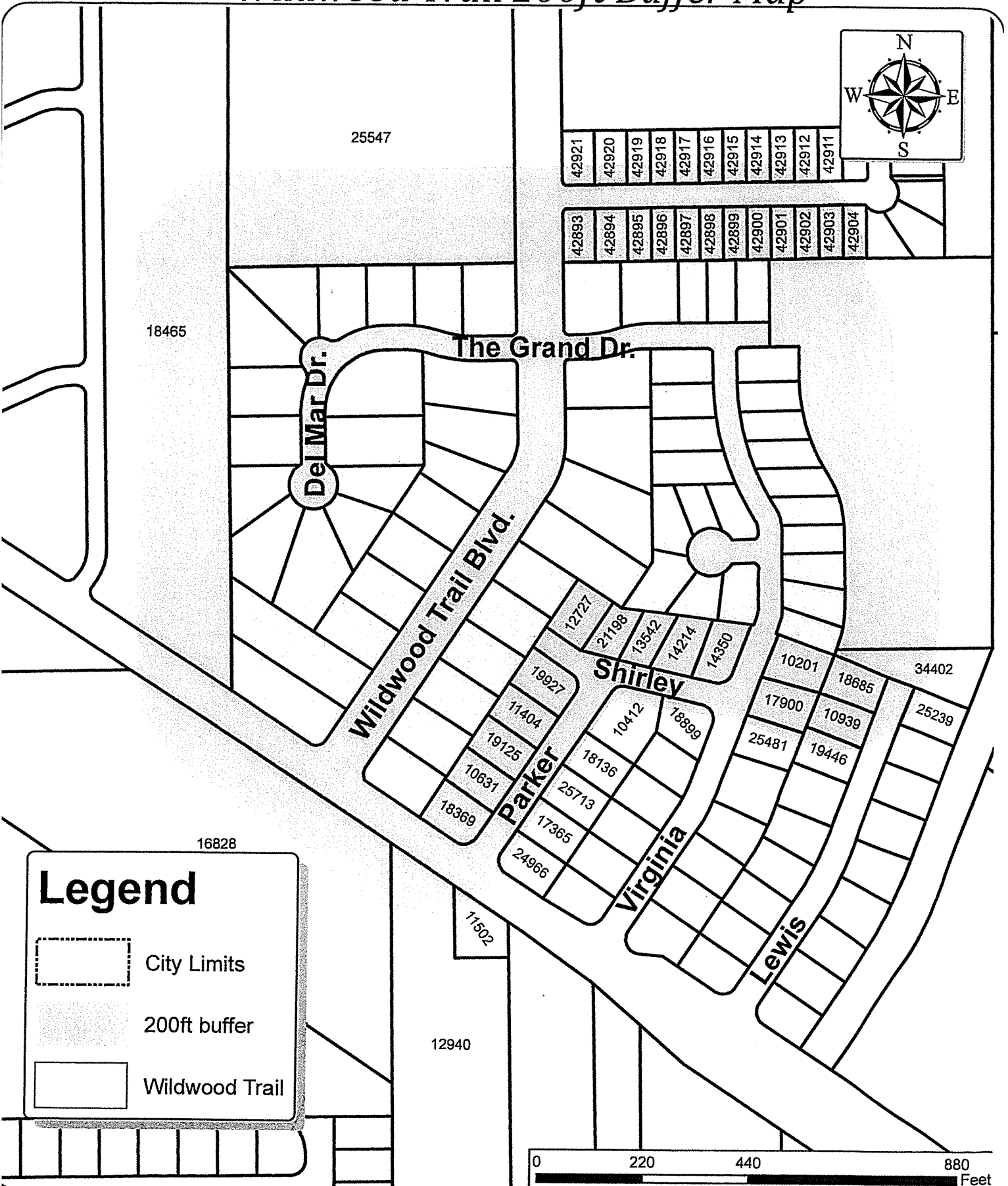
Please provide a basic description of the proposed project:

- ① The Estates at Wildwood Trail Phase II - 25 lots - 6.751 acres
- ② The Park at Wildwood Trail Phase II - 63 lots - 13.423 acres  
plus 4 lots  
for common area

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: 8/24/15  
 Property Owner's Signature [Signature] Date: 8/24/15  
 Accepted by: Aileen Barrientos Date: 8/31/15

# Wildwood Trail 200ft Buffer Map



Document Path: \\SAM\Engineering and Public Works\Engineering\GIS Techs\WAPSMAP\_DOCUMENTS\Arc\_City\_Address\_Assign\_Map\_8.5x11.mxd

ROYVE BUILDERS LLC  
917 PEREGRINE DR  
EDINBURG, TX 78542  
#42920

HBC HOLDING LTD  
PO BOX 4900  
SCOTTSDALE, AZ 85261  
#18465

KINGSVILLE AREA INDUSTRIAL  
635 E KING  
KINGSVILLE, TX 78363  
#34402

STIEFER JASON CLAYTON  
1506 LEWIS ST  
KINGSVILLE, TX 78363  
#25239

RAUCH WILLIAM B  
1505 LEWIS ST  
KINGSVILLE, TX 78363  
#18685

MORALES BRAULIO JR  
1509 LEWIS ST  
KINGSVILLE, TX 78363  
#10939

BENAVIDES ROEL V  
1513 LEWIS ST  
KINGSVILLE, TX 78363  
#19446

TURPIN BENJAMIN F  
1506 VIRGINIA ST  
KINGSVILLE, TX 78363  
#10201

YANDELL KENNETH  
1510 VIRGINIA ST  
KINGSVILLE, TX 78363  
#17900

LEWIS LINDSEY N  
1514 VIRGINIA ST  
KINGSVILLE, TX 78363  
#25481

VENECIA FAMILY TRUST  
1513 VIRGINIA ST  
KINGSVILLE, TX 78363  
#18899

WHEELER JERI LYN ETAL  
P O BOX 165  
MOORE, TX 78057  
#10412

WOOD LOUIS H  
1506 PARKER ST  
KINGSVILLE, TX 78363  
#18136

LOPEZ HECTOR L  
1510 PARKER ST  
KINGSVILLE, TX 78363  
#25713

MEDRANO GENARO L  
1514 PARKER ST  
KINGSVILLE, TX 78363  
#17365

ESBERTO MARIA C S  
PO BOX 8249  
LA PUENTE, CA 91748  
#24966

WRIGHTS RV PARK LLC  
881 E COUNTY ROAD 2198  
KINGSVILLE, TX 78363  
#11502

WRIGHTS RV PARK LLC  
881 E COUNTY ROAD 2198  
KINGSVILLE, TX 78363  
#12940

GHRAOWI FAMILY INVESTMENTS  
204 SHORE DR  
PORTLAND, TX 78374  
#16828

KTIRI-IDRISSI NAGUIB  
10225 TWINLAKE LOOP  
DRIPPING SPRINGS, TX 78620  
#18369

NIELSEN BEVERLY ANNE EST  
7602 COLD SPRINGS DR  
CORPUS CHRISTI, TX 78413  
#10631

CANN EDWIN  
5042 AL THEIS ST  
BISHOP, TX 78343  
#19125

GARZA ROLANDO RENE  
1505 PARKER ST  
KINGSVILLE, TX 78363  
#11404

HINES SCOTT  
14706 CALAMITY DRIVE  
CORPUS CHRISTI, TX 78410  
#19927

REAGAN WILLIAM M  
1208 EBBTIDE CV  
COLLEGE STA, TX 77845  
#12727

SZTEITER ROBERT F  
1612 SHIRLEY ST  
KINGSVILLE, TX 78363  
#21198

PRECKWINKLE DARLA  
1616 SHIRLEY ST  
KINGSVILLE, TX 78363  
#13542

ZAVALA ROBERTO  
PO BOX 1069  
KINGSVILLE, TX 78364  
#14214

PEREZ JOSEPH L  
1624 SHIRLEY ST  
KINGSVILLE, TX 78363  
#14350

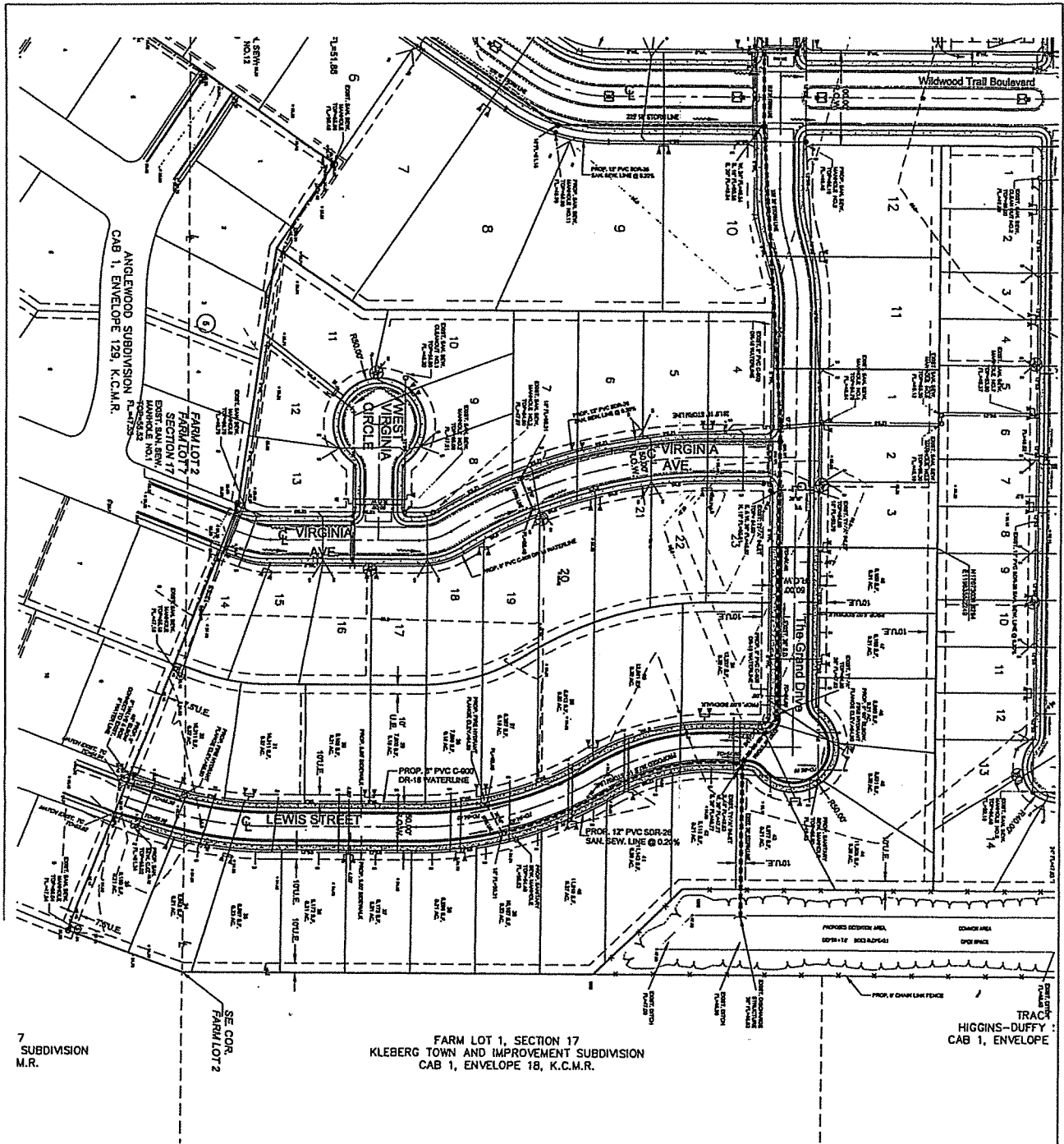
**TABLE I**  
**TIME OF CONCENTRATION DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#9	Overland & Gutter										
D.A.#9-D.A.#12	Pipe Flow	0.445	189		21.0			223	0.4	9.3	30.3
		0.445						333	3.0	1.9	55.6
D.A.#10	Overland & Gutter										
D.A.#10-D.A.#11	Pipe Flow	0.445	143		15.9			291	0.4	12.1	28.0
		0.445						35	3.0	0.2	28.2
D.A.#11	Overland & Gutter										
D.A.#11-D.A.#12	Pipe Flow	0.445	84		9.3			360	0.4	15.0	24.3
		0.445						282	3.0	1.6	29.8
D.A.#12	Overland & Gutter										
D.A.#12-D.A.#14	Pipe Flow	0.445	141		15.7			170	0.4	7.1	22.8
		0.445						52	3.0	0.3	55.9
D.A.#13	Overland & Gutter										
D.A.#13-D.A.#14	Pipe Flow	0.445	139		15.4			121	0.4	5.0	20.5
		0.445						35	3.0	0.2	20.7
D.A.#14	Overland & Gutter										
D.A.#14-D.A.#17	Pipe Flow	0.445	141		15.7			176	0.4	7.3	23.0
		0.445						242	3.0	1.3	57.3
D.A.#17	Overland & Gutter										
D.A.#17-D.A.#18	Pipe Flow	0.445	142		15.8			215	0.4	9.0	24.7
		0.445						63	3.0	0.4	57.6
D.A.#15	Overland & Gutter										
D.A.#15-D.A.#16	Pipe Flow	0.445	140		15.6			359	0.4	15.0	30.5
		0.445						36	3.0	0.2	30.7
D.A.#16	Overland & Gutter										
D.A.#16-D.A.#18	Pipe Flow	0.445	141		15.7			387	0.4	16.1	31.8
		0.445						273	3.0	1.5	59.1
D.A.#18	Overland & Gutter										
D.A.#18-OUTFALL	Pipe Flow	0.445	140		15.6			282	0.4	11.8	27.3
		0.445						172	3.0	1.0	60.1

FORMULA FOR TIME OF CONCENTRATION

$T_c = \frac{L}{V}$





7  
SUBDIVISION  
M.R.

FARM LOT 1, SECTION 17  
KLEBERG TOWN AND IMPROVEMENT SUBDIVISION  
CAB 1, ENVELOPE 18, K.C.M.R.

TRACT  
HIGGINS-DUFFY  
CAB 1, ENVELOPE



# **CONSENT AGENDA**

# **AGENDA ITEM #1**

**RESOLUTION NO. 2015-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE) FOR IMPROVEMENTS TO US 77 FOR RIGHT OF WAY ACQUISITION AND THE RELOCATION AND ADJUSTMENT OF UTILITIES FROM GENERAL CAVAZOS BLVD. TO THE SOUTHERN CITY LIMITS ALONG US 77.**

**WHEREAS**, the Texas Department of Transportation (TXDOT) is responsible for the design, construction, and operation of a system of highways in cooperation with local governments;

**WHEREAS**, the TXDOT has plans to make improvements to US77 from General Cavazos Blvd. to the South Y (CR2130), which is the future I-69, and has requested the City contribute right of way funds to assist with those improvement for the portion of improvements to be made from General Cavazos Blvd. to the southern city limits along US77; and

**WHEREAS**, the right of way funds will be used to acquire right of way and to relocate and make adjustments to utilities for the proposed improvements on US77 within the city as noted above; and

**WHEREAS**, the total estimated cost needed for the above-stated purposes is \$3,526,966.34, of which TXDOT has proposed the City contribute 5%; and

**WHEREAS**, the City's 5% contribution equals \$176,348.32, which can be paid out over six (6) annual installment, five (5) equal payments of \$29,391.39 and one (1) final payment of \$29,391.37; and

**WHEREAS**, the City of Kingsville must pass a resolution authorizing the City to enter into the Agreement with the Texas Department of Transportation to Contribute Right of Way Funds (Fixed Price); and

**WHEREAS**, the City will be responsible for paying the six annual right of way fund payments to TXDOT.

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

I.

**THAT** the City Commission authorizes the Mayor to execute the Agreement to Contribute Right of Way Funds (Fixed Price) with the Texas Department of Transportation for acquisition of certain right of way and the relocating and

adjusting of utilities due to certain highway improvements for General Cavazos Blvd. to the southern city limits on US77, as per the agreement attached hereto.

II.

**THAT** the Mayor, or his designee, is hereby authorized and directed to act on the City's behalf in all matters pertaining to this contract.

III.

**THAT** this Resolution shall become effective upon adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission on the 9th day of November, 2015.

---

Sam R. Fugate  
Mayor

**ATTEST:**

---

Mary Valenzuela  
City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez  
City Attorney

County Kleberg  
District Corpus Christi  
ROW CSJ # 0102-04-100  
CCSJ # 0102-04-099  
Federal Project #: N/A  
Federal Highway Administration  
CFDA # 20.205  
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

### AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

**THIS AGREEMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "**State**"), and the City of Kingsville, Texas, acting through its duly authorized officials (the "**Local Government**").

#### WITNESSETH

**WHEREAS**, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

**WHEREAS**, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

**WHEREAS**, the State has deemed it necessary to make certain highway improvements on Highway No. US 77 from FM 1356 to CR 2130, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

**WHEREAS**, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

**WHEREAS**, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**WHEREAS**, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated Date Here, 2015, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**NOW THEREFORE**, the State and the Local Government do agree as follows:

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District Corpus Christi  
ROW CSJ # 0102-04-100  
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## AGREEMENT

### 1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

### 3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
  1. site conditions change;
  2. work requested by the Local Government is ineligible for federal participation; or
  3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

#### 4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

## 5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

## 6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>Sam R. Fugate, Mayor</u>	Director of Right of Way Division
<u>City of Kingsville, Texas</u>	Texas Department of Transportation
<u>200 E. Kleberg Avenue</u>	125 E. 11 <sup>th</sup> Street
<u>Kingsville, Texas 78363</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.



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**7. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

**8. Legal Construction**

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**9. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**10. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**11. Sole Agreement**

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

**12. Ownership of Documents**

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**13. Inspection of Books and Records**

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration

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(FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **14. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **15. Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

#### **16. Civil Rights Compliance**

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

#### **17. Applicability of Federal Provisions**

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

#### **18. Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

#### **19. Disadvantaged Business Enterprise (DBE) Program Requirements**

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://txdot.gov/business/business\\_outreach/mou.htm](http://txdot.gov/business/business_outreach/mou.htm).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

## 21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

## 22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY 2015-2016."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

### 24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Signature

Sam R. Fugate  
Typed or Printed Name

Mayor, City of Kingsville  
Title

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

\_\_\_\_\_  
John P. Campbell, P.E.  
Director, Right of Way Division  
Texas Department of Transportation

\_\_\_\_\_  
Date

**ATTACHMENT A  
RESOLUTION OR ORDINANCE**

**ATTACHMENT B  
LOCATION MAP SHOWING PROJECT**

**STATE OF TEXAS  
DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION**

**PLANS OF PROPOSED  
RIGHT OF WAY PROJECT  
US 77**

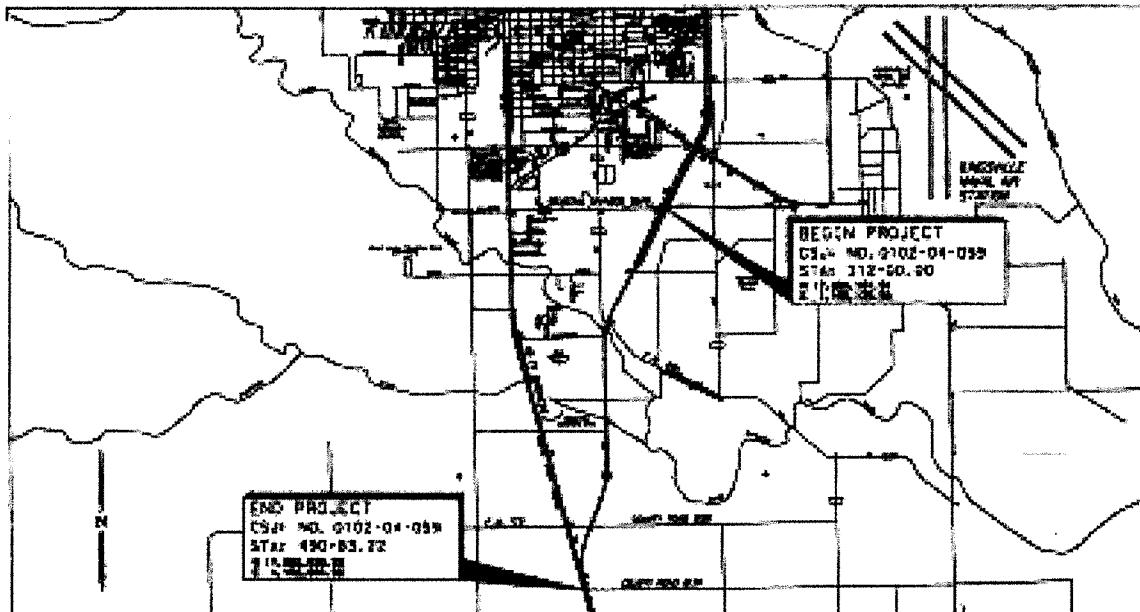
**EL PASO COUNTY**

CCSJ-0102-04-099

RCSJ-0102-04-100

LIMITS: F.M. 1356 TO COUNTY ROAD 2130

NET LENGTH OF PROJECT = 17,883ft. = 3.4 MILES



LOCATION MAP SCALE: 1" = 5000'



**Standard Agreement to Contribute  
State Performs Work  
Periodic Payments  
Attachment C  
City of Kingsville**

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$1,412,966.34	95%	\$1,342,318.02	5%	\$70,648.32
Reimbursable Utility Adjustments	\$2,114,000.00	95%	\$2,008,300.00	5%	\$105,700.00
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$3,526,966.34</b>	<b>95%</b>	<b>\$3,350,618.02</b>	<b>5%</b>	<b>\$176,348.32</b>

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Local Government requested approval for periodic payments of its funding obligation pursuant to 43 TAC §15.52 and the executive Director has approved the request. Attached is completed Special Approval Form – DED Approval.

Periodic payment schedule:

Initial payment by the Local Government to the State with execution of agreement. \$29,391.39.

Dollars \$29,391.39 on or before October 31, 2016,  
Dollars \$29,391.39 on or before October 31, 2017,  
Dollars \$29,391.39 on or before October 31, 2018,  
Dollars \$29,391.39 on or before October 31, 2019,  
Dollars \$29,391.37 on or before October 31, 2020.

## **AGENDA ITEM #2**

To: Mayor and City Commission

From: Cynthia Martin, Downtown Manager

Date: October 29, 2015

Subject: Historical Development Board review – 402 E Huisache Ave.

The Historical Development Board met at a special meeting on October 7, 2015 to evaluate an application for a building permit to construct a new garage at ORIG TOWN, BLOCK 73, LOT 29-32 also known as 402 E Huisache Ave. presented by Raymond and Anna Porter, owners. A copy of their application for review and related documentation are attached.

The applicants propose to construct a new 24' x 30' detached garage on their property with driveway access off of 8<sup>th</sup> Street. The garage will match the height of the existing house and match the house in coloring as close as possible. The new garage except for its face will be behind the existing privacy fence. City staff recommended approval of this request. This project must meet City building codes before a permit can be issued.

**The Historical Development Board voted five in favor with none opposed to recommend approval of this building permit application.**

---

# Historical Development Board Review Application

Date of Request: 9 Sept 2015 Property is zoned: R-1

Property Location and Description: 402 East Huisache Ave, Kingsville, Tx; Single family home on a corner lot.

Year Built: 1965 Style, Period, Condition, Context or other Comments: Ranch Style. Period Unknown. Condition Very Good.

Description of Work: Add additional structure (Garage) and driveway with access from 8th St. A section of the fence will be removed and replaced with the front of the garage. The Garage will be a metal sided garage, with the colors as close as possible to match the house.

Applicant: Raymond & Anna Porter

Address: 402 East Huisache Ave, Kingsville, Texas

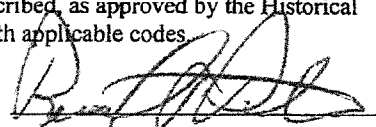
Contact: Cell: 3612281986 Office:  Home: 361595312 Email: 73porter@gmail.com

Contractor: TBD

Contact: Cell:  Office:  Home:  Email:

Documents Required:	Req'd	Have	
1. Building or Planning Department Application(s)	<input type="checkbox"/>	<input type="checkbox"/>	In Progress Verbal Ok'd
2. Sketch, Drawing, Plans, Site Plans, Mock-ups	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. Photographs (Historic, Current, Surrounding Structures)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	See Build Spec Sheet
4. Materials List or Samples	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5. Proof of Ownership	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

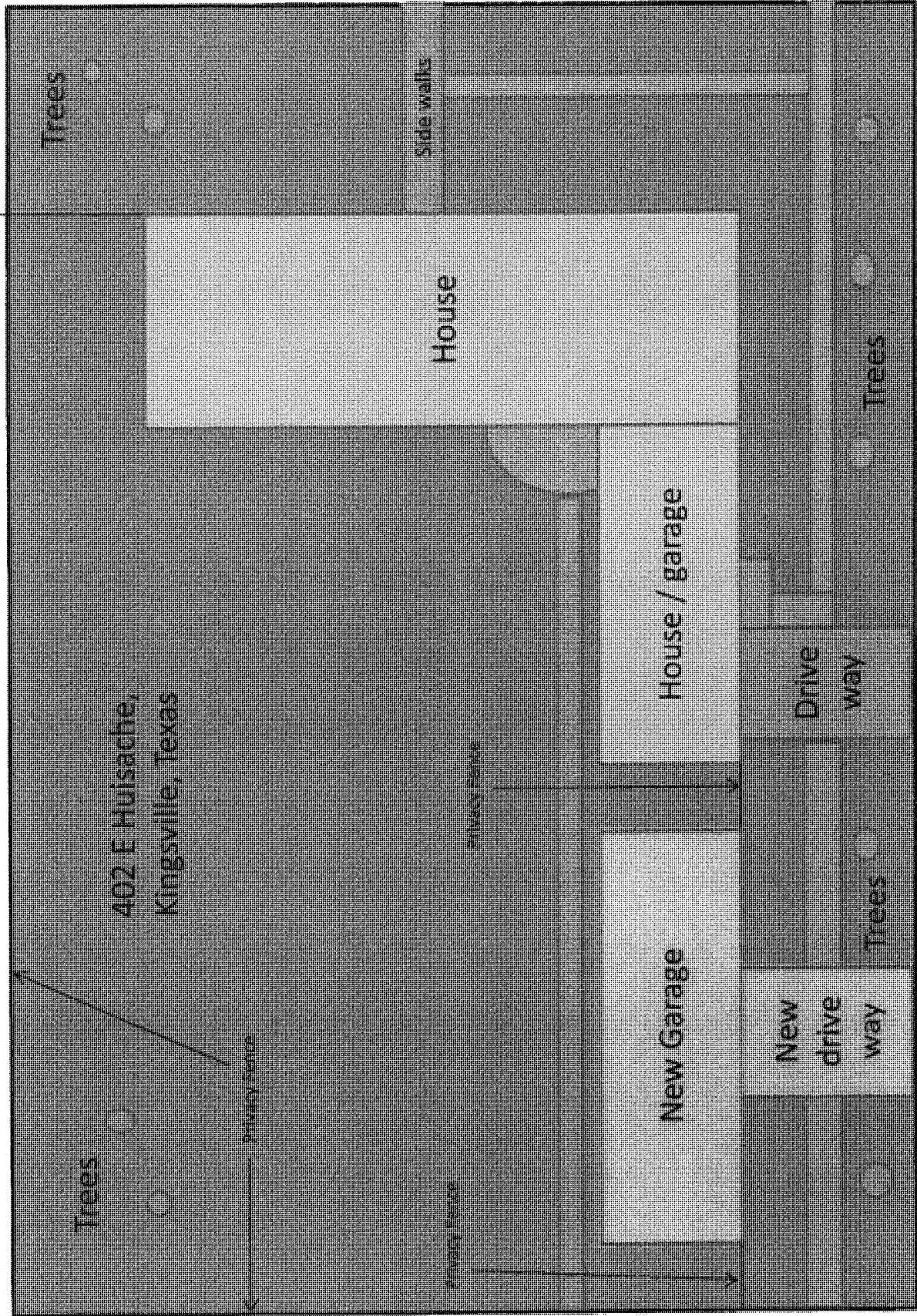
I certify that this information and the additional information submitted to the Department of Development Services is correct and that the work will be completed as described, as approved by the Historical Development Board and in accordance with applicable codes.

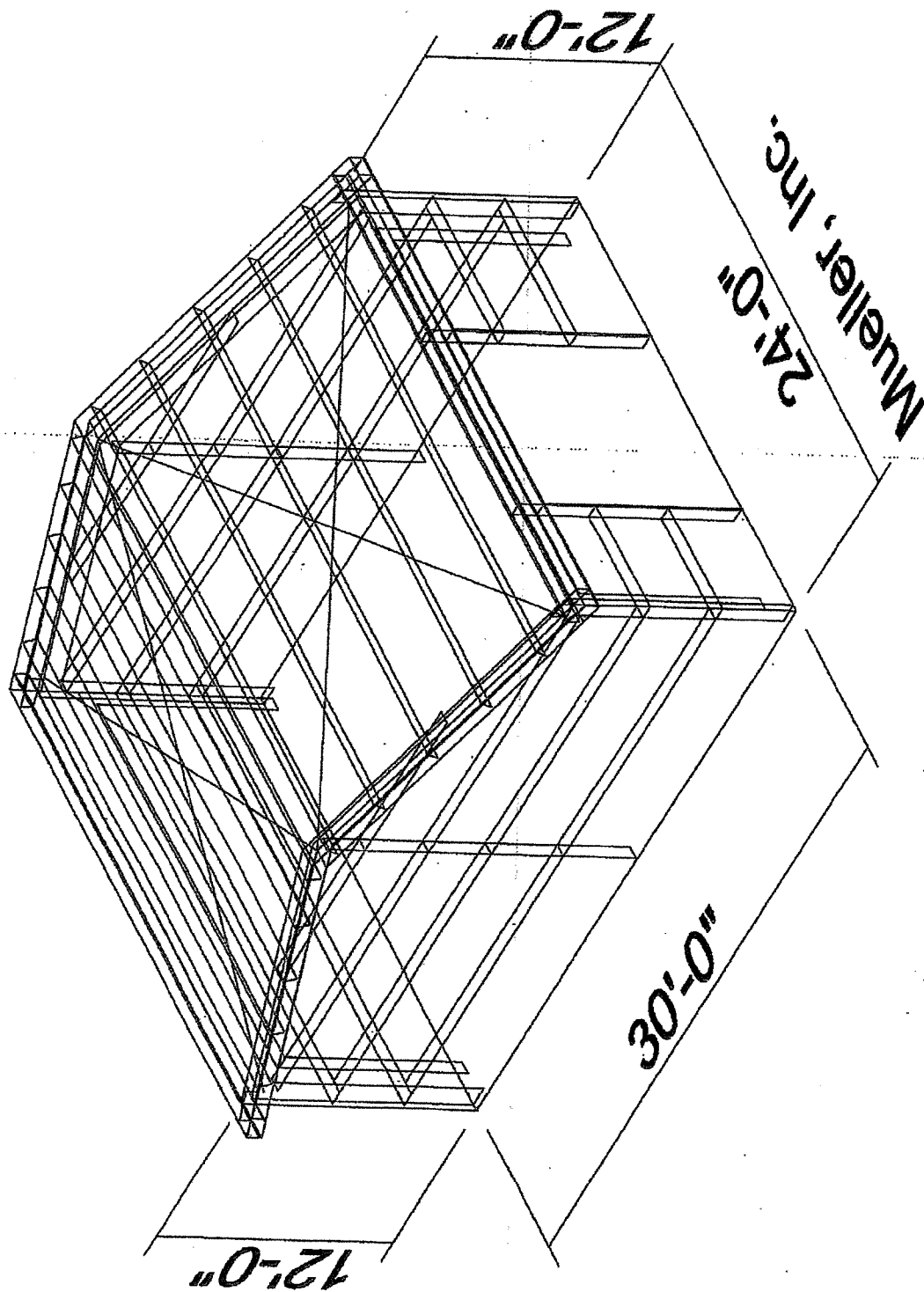
Print Name: Raymond Porter Signature: 

Hearing Date:  Approved ☐ Disapproved with Recommendations ☐ Disapproved ☐

- Meetings are held in the City Hall Commission Chambers, 200 East Kleberg Avenue.
- If the Board disapproves the application with recommended changes, the applicant has 5 days to inform the City if he/she accepts the changes.
- If the application is disapproved or if the applicant does not accept all recommendations, he/she may appeal the Board's decision by informing the City within the 5 day period.
- The Board only hears cases when the owner is present or represented.
- Call 361-592-8516 for information.







# **AGENDA ITEM #3**



To: Mayor and City Commission

From: Cynthia Martin, Downtown Manager

Date: October 29, 2015

Subject: Historical Development Board review – 418 E Fordyce Ave.

The Historical Development Board met at their regular meeting on October 21, 2015 to evaluate an application for window replacement at 1st, BLOCK 88, LOT 22-24 also known as 418 E Fordyce Ave. presented by Anna Garcia, owner. The contractor is Lowe's Home Improvement, Kingsville, Texas. A copy of the application for review and related documentation are attached.

The applicant proposes to replace current windows with custom fit, vinyl windows of the same size. The window trim style is to remain the same as is the color. This project must meet City building codes before a permit can be issued.

**The Historical Development Board voted five in favor with none opposed to recommend approval of this building permit application.**

## Historical Development Board Review Application

Date of Request: Sept 7, 2015

Property is zoned: \_\_\_\_\_

Property Location and Description: 418 E Fordyce

1<sup>st</sup> Bk 84 Lot 22-24

Year Built: 1945 Style, Period, Condition, Context or other Comments: 3 bdrm, 1 bath

frame, the condition is poor - lots of rotting wood from roof to floors

Description of Work: replace windows with like windows  
size and style and color that are energy  
efficient

Applicant: Anna Garcia

Address: 418 E. Fordyce &/or 2133 Shadowbrook Harlingen

Contact: Cell: 957-742-956 Office: 361-6523 Home: \_\_\_\_\_ Email: annagarcia@7@gmail.com

Contractor: Lowe's 40 Scott McGuire

Contact: Cell: 522-2432 Office: \_\_\_\_\_ Home: \_\_\_\_\_ Email: \_\_\_\_\_

### Documents Required:

1. Building or Planning Department Application(s)
2. Sketch, Drawing, Plans, Site Plans, Mock-ups
3. Photographs (Historic, Current, Surrounding Structures)
4. Materials List or Samples
5. Proof of Ownership

Req'd Have

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

I certify that this information and the additional information submitted to the Department of Development Services is correct and that the work will be completed as described, as approved by the Historical Development Board and in accordance with applicable codes.

Print Name: Anna O. Garcia Signature: Anna Garcia

Hearing Date: \_\_\_\_\_ Approved ☐ Disapproved with Recommendations ☐ Disapproved ☐

- Meetings are held in the City Hall Commission Chambers, 200 East Kleberg Avenue.
- If the Board disapproves the application with recommended changes, the applicant has 5 days to inform the City if he/she accepts the changes.
- If the application is disapproved or if the applicant does not accept all recommendations, he/she may appeal the Board's decision by informing the City within the 5 day period.
- The Board only hears cases when the owner is present or represented.
- Call 361-592-8516 for information.

Your Store:  
Corpus Christi, TX

Your Store: Corpus Christi, TX

**ThermaStar by Pella Vinyl Double Pane Annealed Replacement Double Hung Window (Rough Opening: 31.75-in x 45.75-in Actual: 31.5-in x 45.5-in)**

Item #: 124809 | Model #: 748171606125

**\$170.42**

**FREE Store Pickup**

Your order will be ready for pickup from Lowe's Of Corpus Christi, TX by 10/07/2015.

**Lowe's Truck Delivery**

Your order will be ready for delivery to you from Lowe's Of Corpus Christi, TX by 10/07/2015.

**Parcel Shipping**

Unavailable for This Order  
Sent by carriers like UPS, FedEx, USPS, etc.



Demo

Tweet 0 G+ 0 email

**Vinyl Double Pane Annealed Replacement Double Hung Window (Rough Opening: 31.75-in x 45.75-in Actual: 31.5-in x 45.5-in)**

**Description**

Vinyl Double Pane Annealed Replacement Double Hung Window (Rough Opening: 31.75-in x 45.75-in Actual: 31.5-in x 45.5-in)

- Advanced Low-E energy-saving glass
- Argon gas is inserted between the 2 panes of glass for added energy efficiency
- Maintenance-free vinyl frames
- Both sashes tilt for easy cleaning of exterior glass from inside your home
- Custom sizes and color-matched grilles are also available via special order
- For more product details refer to the specifications tab

**Specifications**

Actual Height (Inches)	45.5	Meets Egress Requirement	No
Actual Width (Inches)	31.5	Lock Type	Cam
Jamb Depth (Inches)	3.25	Nail Fin	N/A
Series	N/A	J Channel	N/A
Interior Color/Finish	White	Mulling	N/A
Exterior Color/Finish	White	Wood Jamb Extension	None
Hardware Color/Finish	White	Number of Locks	2
Paintable	No	Ventilation Latches	Double
Color/Finish Family	White	Tilt Mechanism	Flush
Frame Material	Vinyl	High Altitude Rated	No
Includes Grid	No	Hurricane Approved	No
Grid Type	N/A	Miami Dade Approved	No
Grid Width	N/A	Sound Transmission Control (STC) Rated	Yes
Grid Profile	N/A	Florida Product Approved	Yes
Grid Pattern	N/A	Design Pressure (DP) Rating	35
Argon Gas Insulated	Yes	Texas Department of Insurance Approved	Yes
Glass Strength	Annealed	U Value	0.3
Obscure Glass	No	Meets CA Forced Entry Requirements	Yes

Frame Profile	Beveled	Solar Heat Gain Coefficient (SHGC)	0.28
Screen Included	Full	ENERGY STAR Qualified Northern Zone	Yes
Screen Type	Fiberglass mesh	ENERGY STAR Qualified North/Central Zone	Yes
Screen Frame Type	Roll-form	ENERGY STAR Qualified South/Central Zone	No
Balance System	Block and tackle	ENERGY STAR Qualified Southern Zone	No
Tilting	Yes	Works with Iris	No
Warranty	Limited lifetime	Rough Opening Width (Inches)	31.75
Lowe's Exclusive	Yes	Rough Opening Height (Inches)	45.75
Project Type	Replacement	Glazing Type	Double pane

## Installation Services

© 2016 Lowe's. All rights reserved. Lowe's and the gable design are registered trademarks of LF, LLC



# **AGENDA ITEM #4**

To: Mayor and City Commission

From: Cynthia Martin, Downtown Manager

Date: October 29, 2015

Subject: Historical Development Board review – 324 E Lott Ave.

The Historical Development Board met at a special meeting on October 7, 2015 to evaluate an application for a building permit to construct a new front porch at ORIG TOWN, BLOCK 69, LOT 20,21 also known as 324 E Lott Ave. presented by Ramon Gonzalez Jr., owner. The contractor is Luis-Oliveras Construction. A copy of the application for review and related documentation are attached.

The applicant proposes to construct a new covered porch on the front of the house. The new porch would be wooden and extend the entire width of the house. The porch roof with match in type and color to that of the existing house. City staff recommended approval of this request. This project must meet City building codes before a permit can be issued.

**The Historical Development Board voted five in favor with none opposed to recommend approval of this building permit application.**

## Historical Development Board Review Application

Date of Request: 9-2-15 Property is zoned: \_\_\_\_\_

Property Location and Description: Orig Town Block 69  
Lot 20 21

Year Built: \_\_\_\_\_ Style, Period, Condition, Context or other Comments: \_\_\_\_\_

Description of Work: Front Porch Deck  
1 by 6 Deck Board With 2 by 6 Floor Rafters

Applicant: Ramon Gonzalez Jr

Address: 324 E. 10th

Contact: Cell: 522-5809 Office: \_\_\_\_\_ Home: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor: Luis - Olivarez Construction

Contact: Cell: 286-4450 Office: \_\_\_\_\_ Home: \_\_\_\_\_ Email: \_\_\_\_\_

### Documents Required:

	Req'd	Have
1. Building or Planning Department Application(s)	<input type="checkbox"/>	<input type="checkbox"/>
2. Sketch, Drawing, Plans, Site Plans, Mock-ups	<input type="checkbox"/>	<input type="checkbox"/>
3. Photographs (Historic, Current, Surrounding Structures)	<input type="checkbox"/>	<input type="checkbox"/>
4. Materials List or Samples	<input type="checkbox"/>	<input type="checkbox"/>
5. Proof of Ownership	<input type="checkbox"/>	<input type="checkbox"/>

I certify that this information and the additional information submitted to the Department of Development Services is correct and that the work will be completed as described, as approved by the Historical Development Board and in accordance with applicable codes.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Hearing Date: \_\_\_\_\_ Approved ☐ Disapproved with Recommendations ☐ Disapproved ☐

- Meetings are held in the City Hall Commission Chambers, 200 East Kleberg Avenue.
- If the Board disapproves the application with recommended changes, the applicant has 5 days to inform the City if he/she accepts the changes.
- If the application is disapproved or if the applicant does not accept all recommendations, he/she may appeal the Board's decision by informing the City within the 5 day period.
- The Board only hears cases when the owner is present or represented.
- Call 361-592-8516 for information.



✓  
Show NORTH arrow on (PLOT PLAN)

LOT SIZE:

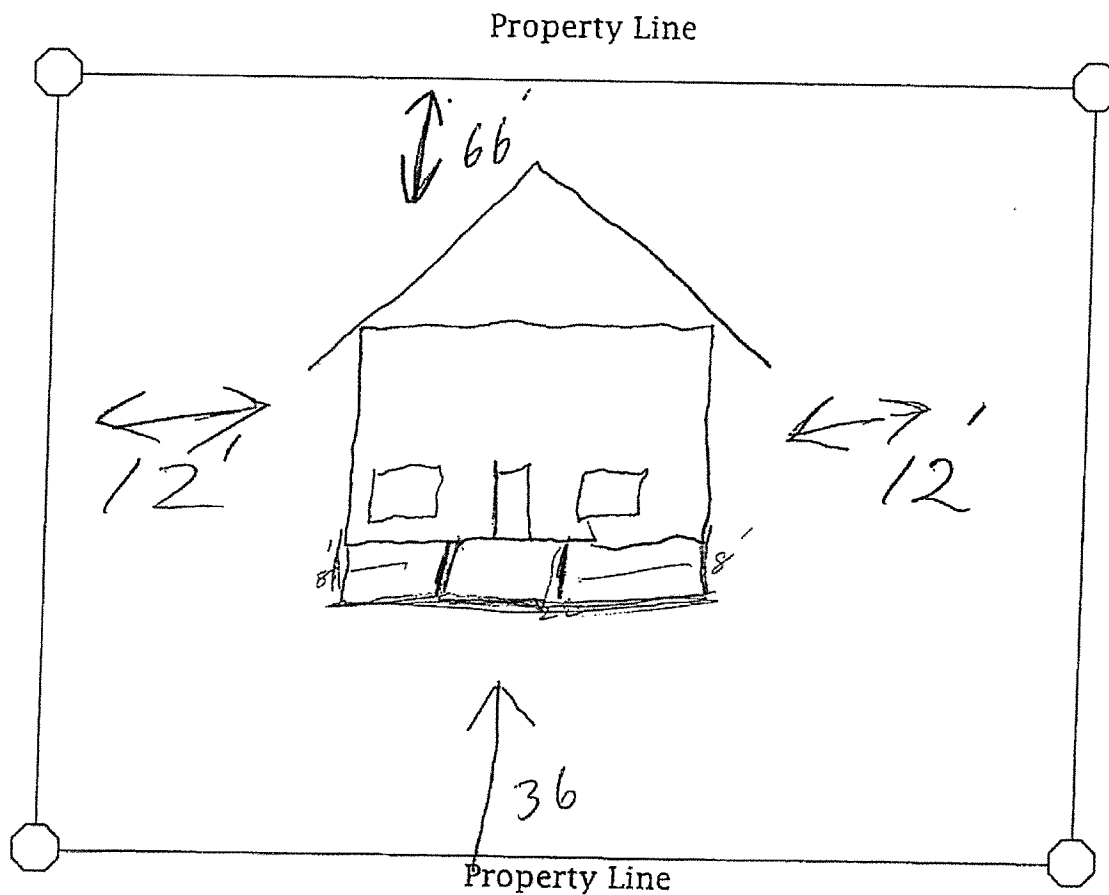
1. Width of lot 50' 2. Length of lot 140'

BUILDING SETBACKS

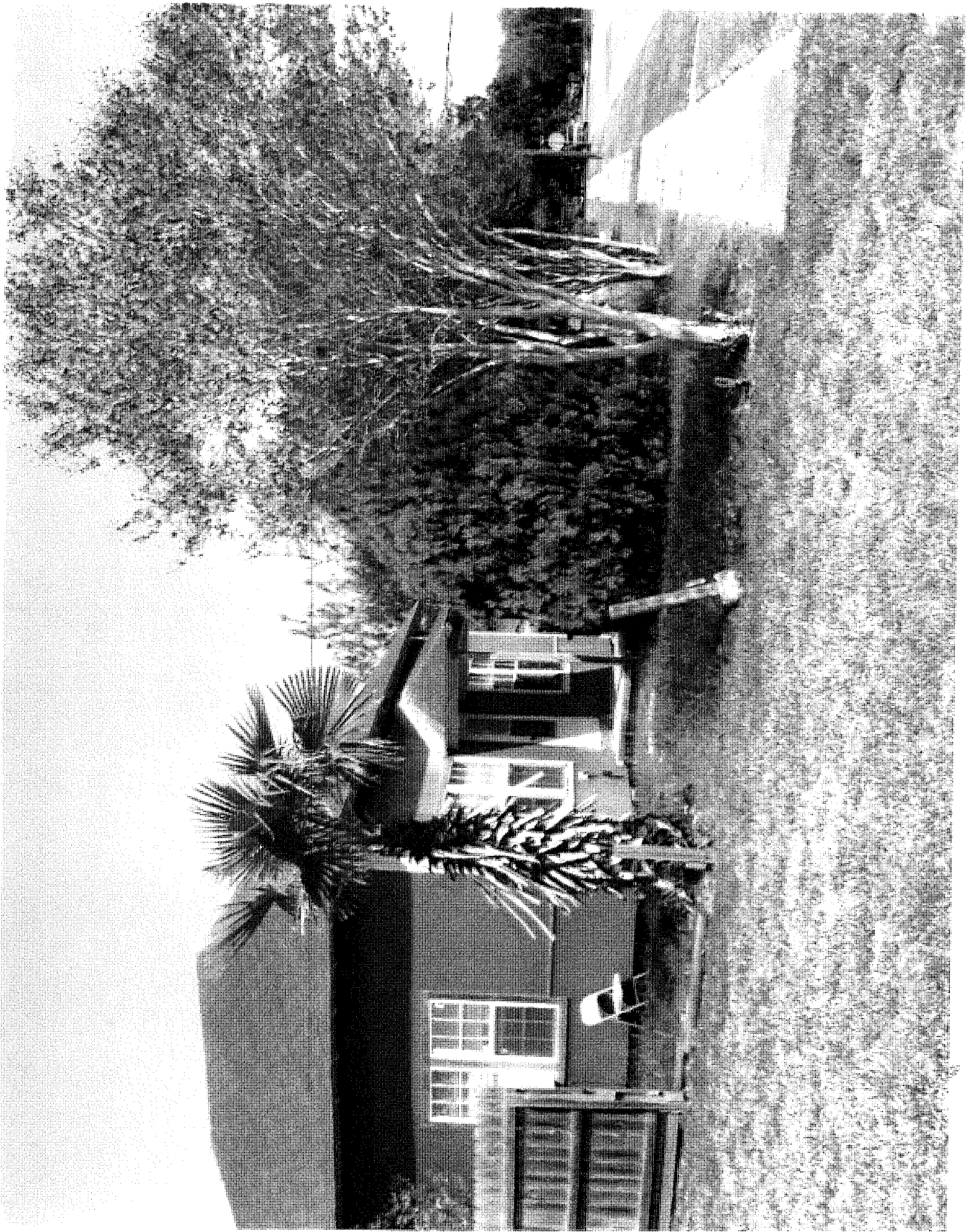
1. Front 36 2. Right Side 12

3. Left Side 12' 4. Back 140'

SHOW \_\_\_\_\_ FOR EXISTING SHOW \_\_\_\_\_ FOR ALTERATION



E - ~~LOT~~ 324 STREET



# **AGENDA ITEM #5**

To: Mayor and City Commission

From: Cynthia Martin, Downtown Manager

Date: October 29, 2015

Subject: Historical Development Board review – 429 E Fordyce Ave.

The Historical Development Board met at their regular meeting on October 21, 2015 to evaluate an application for a roof repair and siding replacement at 1st, BLOCK 87, LOT 13-16 also known as 429 E Fordyce Ave. presented by Jose and Mary Ann Colin, owners. The contractor is Jesse's Roofing out of Alice, Texas. A copy of the application for review and related documentation are attached.

The applicant proposes to replace the roof and replace the wooden shingles on the gable ends of the house with new hardiplank material. The shingles color and siding color will remain the same. City staff recommends approval of this request. This project must meet City building codes before a permit can be issued.

**The Historical Development Board voted three in favor with two opposed to recommend approval of this building permit application.**

## Historical Development Board Review Application

Date of Request: Oct. 5, 2015 Property is zoned: \_\_\_\_\_

Property Location and Description: 429 E. FORDYCE  
1st BLOCK 87, Lot 13-16 - Homestead 2 story Frame  
structure

Year Built: \_\_\_\_\_ Style, Period, Condition, Context or other Comments: \_\_\_\_\_

Description of Work: Roof Repair with 25 yr composition  
shingle roofing AND exterior repair with  
HARDI-Board 12" Boards used for sides of House

Applicant: Jose Tomas + Mary Ann COLIN

Address: 429 E. Fordyce

Contact: Cell: 361-522-8194 Office: N/A Home: 361-592-9494 Email: N/A

Contractor: Jesse's Roofing 5390 CR 440 Alice, TX 78333

Contact: Cell: 361-396-2481 Office: \_\_\_\_\_ Home: \_\_\_\_\_ Email: N/A

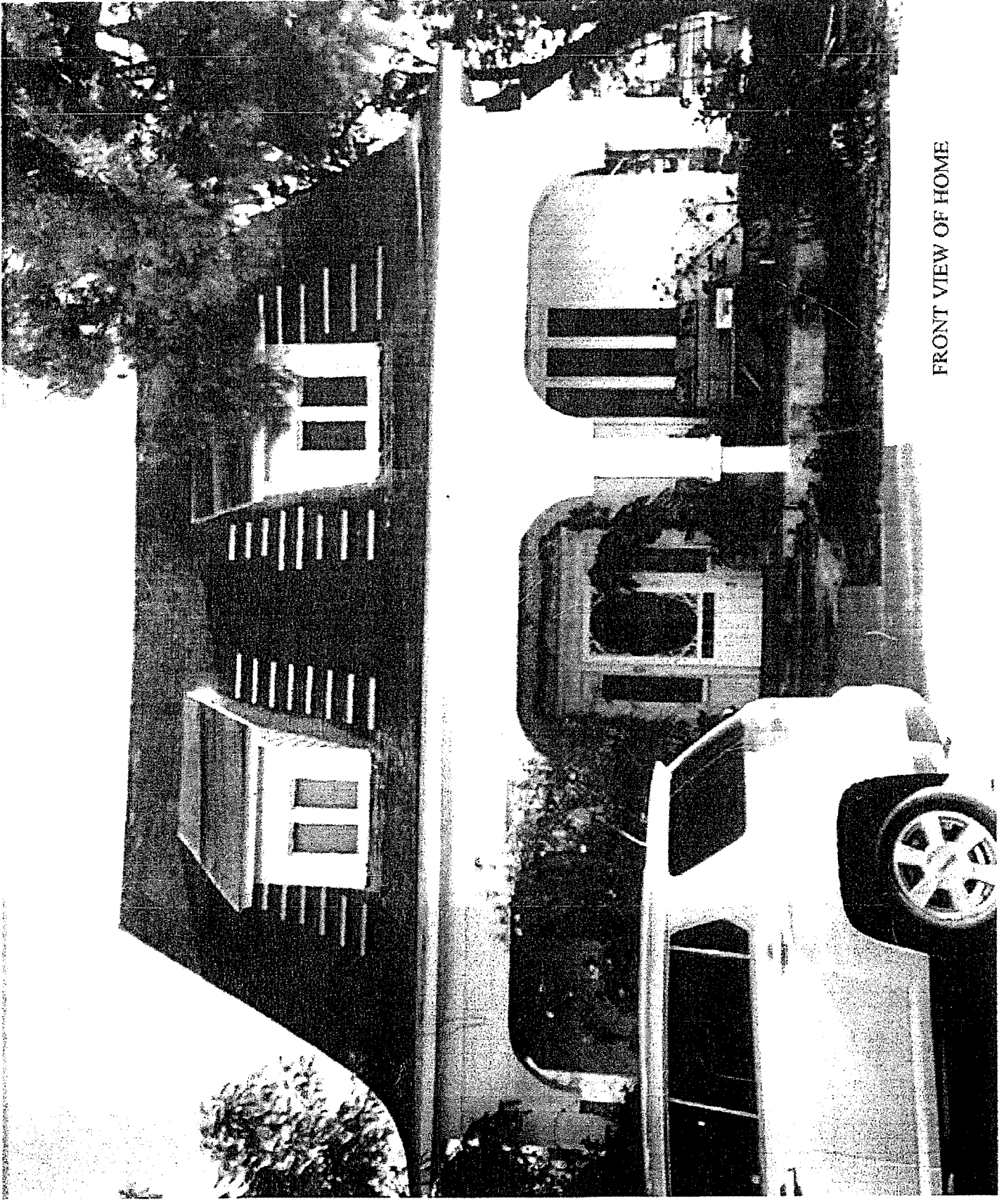
Documents Required:		Req'd	Have
1.	Building or Planning Department Application(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Sketch, Drawing, Plans, Site Plans, Mock-ups	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.	Photographs (Historic, Current, Surrounding Structures)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4.	Materials List or Samples	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Proof of Ownership	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I certify that this information and the additional information submitted to the Department of Development Services is correct and that the work will be completed as described, as approved by the Historical Development Board and in accordance with applicable codes.

10/5/15 Print Name: Jose T + Mary Ann COLIN Signature: Jose T. Colin + Mary Ann Colin

Hearing Date: \_\_\_\_\_ Approved ☐ Disapproved with Recommendations ☐ Disapproved ☐

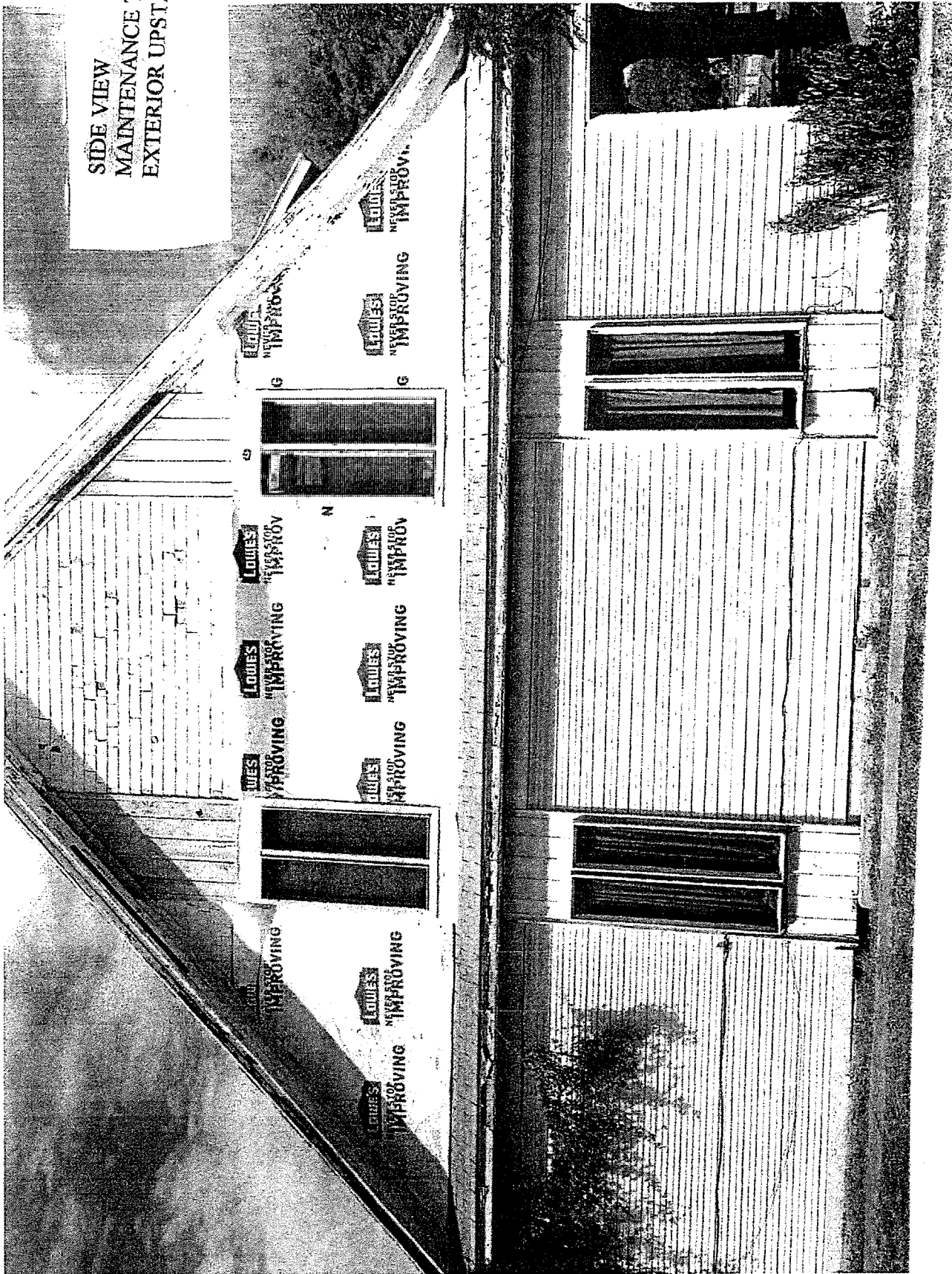
- Meetings are held in the City Hall Commission Chambers, 200 East Kleberg Avenue.
- If the Board disapproves the application with recommended changes, the applicant has 5 days to inform the City if he/she accepts the changes.
- If the application is disapproved or if the applicant does not accept all recommendations, he/she may appeal the Board's decision by informing the City within the 5 day period.
- The Board only hears cases when the owner is present or represented.
- Call 361-592-8516 for information.

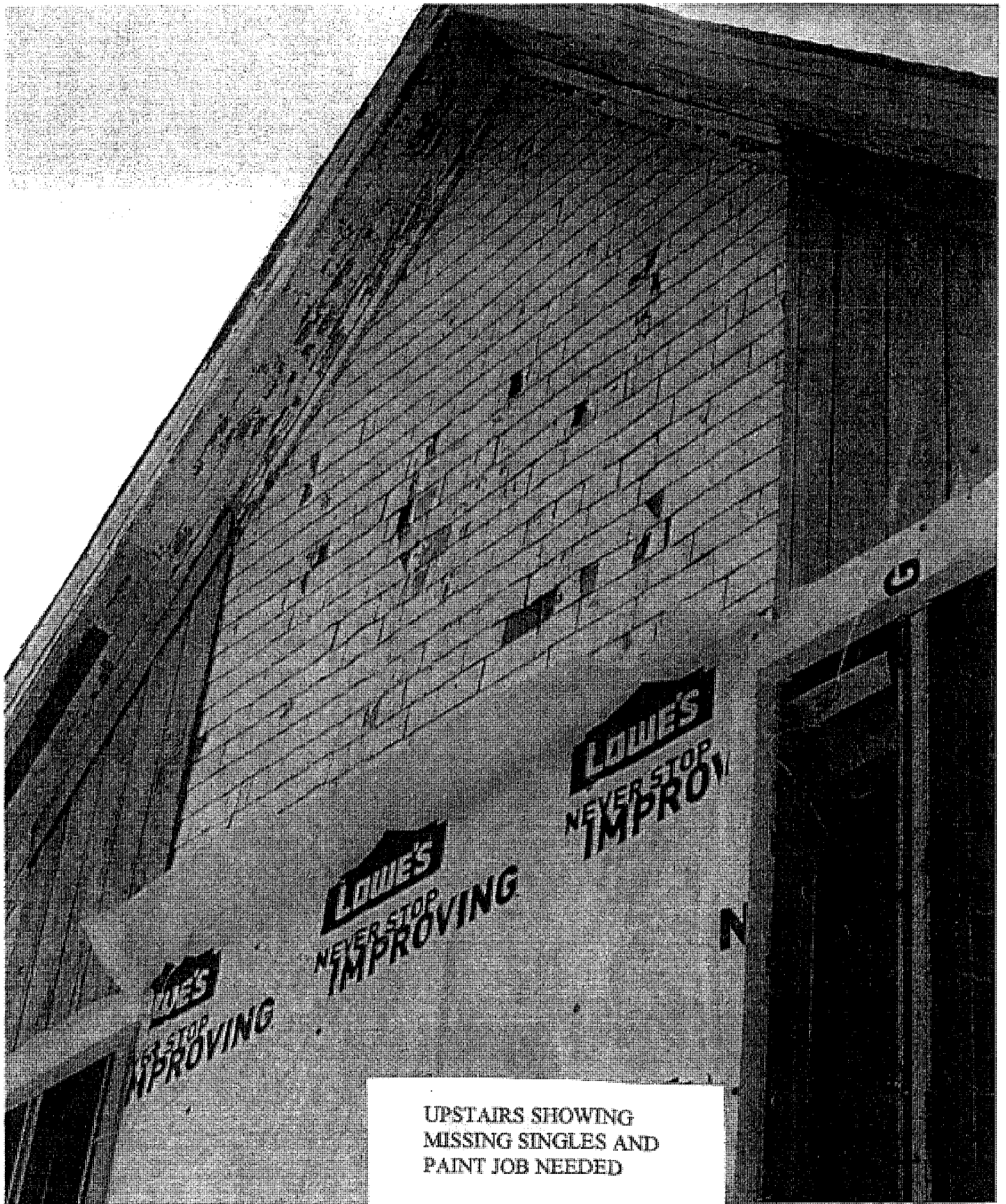


FRONT VIEW OF HOME



SIDE VIEW  
TO  
MAINTENANCE TO  
EXTERIOR UPSTAIRS





UPSTAIRS SHOWING  
MISSING SINGLES AND  
PAINT JOB NEEDED



# **AGENDA ITEM #6**



**KINGSVILLE SPECIALIZED CRIMES  
AND NARCOTICS TASK FORCE**

**P. O. BOX 213**

**KINGSVILLE, TEXAS 78364**

[tfadmin@kingsvilletaskforce.com](mailto:tfadmin@kingsvilletaskforce.com)

**(361) 595-5778**

**Fax (361) 595-5781**



To: Courtney Alvarez, Interim City Manager, City of Kingsville

*gvl* From: Guillermo Vera, Commander, Kingsville Task Force

Date: October 29, 2015

Subject: Out of State Travel Request

An out of state travel request for your consideration is being submitted. The travel request is for Task Force Agent Mike Tamez to serve as an Instructor and assist with teaching assignments during an Operation PIPELINE interdiction school in Phoenix, Arizona. The interdiction school is being conducted by the Drug Enforcement Administration (DEA) and the El Paso Intelligence Center (EPIC).

Operation PIPELINE training is an ongoing effort by DEA and EPIC to provide instruction on criminal interdiction techniques as well as officer safety issues for law enforcement officers. The interdiction school is scheduled for Wednesday November 18<sup>th</sup> to Friday November 20<sup>th</sup>, 2015. The DEA will fund all of Agent Tamez's authorized travel expenses and per diems. Agent Tamez will teach blocks of instruction regarding passenger and commercial motor vehicle interdiction techniques.

If this request is approved, can it be placed on the Regular City's Commissioners Court Agenda for Monday November 9, 2015? Your kind consideration to this request is greatly appreciated.

Cc: Ken Starrs, Assistant Commander  
Mike Tamez, Task Force Agent  
File

Attachments



**U.S. Department of Justice  
Drug Enforcement Administration**

El Paso Intelligence Center  
11339 SSG Sims Street  
El Paso, Texas 79918-8033

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October 27, 2015

Commander Guillermo Vera  
Kingsville Specialized Crimes and Narcotics Task Force  
350 West CR 2140  
Kingsville, Texas 78363

Dear Commander Vera:

The Drug Enforcement Administration (DEA) and the El Paso Intelligence Center (EPIC) are scheduled to conduct an Operation PIPELINE interdiction school in Phoenix, Arizona, from November 18-20, 2015. This letter is a request for Criminal Interdiction Agent (CIA) Mike Tamez to teach blocks of instruction regarding passenger and commercial motor vehicle interdiction techniques.

Operation PIPELINE training is an ongoing effort by DEA and EPIC to provide instruction on criminal interdiction techniques as well as officer safety issues for law enforcement officers. Assistance from agencies such as the Kingsville Specialized Crimes and Narcotics Task Force and experienced instructors such as CIA Tamez are the foundation for the continued success of the program. I would like to thank you for your support of Operation PIPELINE.

DEA will fund all travel expenses. If there are any questions regarding this request or Operation PIPELINE, please contact Special Agent/Training Coordinator F. Xavier Bedoya at 915-760-2157 or Unit Chief Silvia G. Cabrera at 915-760-2398.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy A. Jennings". The signature is fluid and cursive, with a large, sweeping "J" and "G".

Timothy A. Jennings  
Director/Special Agent in Charge

# **AGENDA ITEM #7**

**ORDINANCE NO. 2015-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO INCLUDE  
TXDOT AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS FOR US-77/I-69.**

**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 2015-2016 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
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**Fund 001 General Fund**

Capital

2		Unreserved Fund Balance	61002		<u>\$29,392</u>
					<u>\$29,392</u>

Expenses

5-1030 City Special	Prof Srv-Tx DOT Agreement	31464	<u>\$29,392</u>		
			<u>\$29,392</u>		

[To amend the City of Kingsville FY 15-16 General Fund Budget for the first of six annual payments to TxDOT as per an agreement with them to contribute Right of Way funds for right of way acquisition and the relocation and adjustment of utilities along US-77/I-69 from General Cavazos Blvd. to the southern city limits as per the attached memo from the Finance Director.]

II.

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

III.

**THAT** if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

**INTRODUCED** on this the 26<sup>th</sup> day of October, 2015.

**PASSED AND APPROVED** on this the \_\_ day of \_\_\_\_\_, 2015.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



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## MEMORANDUM

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To: COURTNEY ALVAREZ, INTERIM CITY MANAGER

From: DEBORAH BALLI, FINANCE DEPARTMENT DIRECTOR

Date: 10/06/2015

Subject: TxDot Agreement

Attached is the Ordinance to include the City's agreement with TxDOT to contribute right of way funds for US-77/I-69 in the General Fund Budget.

The City will contribute right of way funds totaling \$176,349 over the next 6 years. This budget amendment is for payment 1 of 6 in the amount of \$29,392.

This budget amendment, given your approval, would be on the Commission Meeting agenda October 26, 2015 for first reading.

Sincerely,  
Deborah Balli

# **AGENDA ITEM #8**



**ORDINANCE NO. 2015-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO ACCEPT AND EXPEND A DONATION TO THE KINGSVILLE FIRE DEPARTMENT.**

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

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2015-2016 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
-----------	------------------	---------------	-----------------	-----------------	-----------------

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**Fund 001 General Fund**

Revenues

4-2200 Fire	Donations	72030	\$500	
			<u>\$500</u>	

Expenses

5-2200 Fire	Employee Recognition	21110	\$500	
	Supplies		<u>\$500</u>	

[To amend the City of Kingsville FY 15-16 General Fund Budget to accept and expend a donation from Ms. Josefa L. Garcia to the Kingsville Fire Department as per the attached memo from the Fire Chief.]

II.

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

III.

**THAT** if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

**INTRODUCED** on this the 26<sup>th</sup> day of October, 2015.

**PASSED AND APPROVED** on this the \_\_ day of \_\_\_\_\_, 2015.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



---

## **MEMORANDUM**

---

To: COURTNEY ALVAREZ, INTERIM CITY MANAGER

From: JOEY REED, FIRE CHIEF

Date: OCTOBER 14, 2015

Subject: FIRE DEPARTMENT BUDGET AMENDMENT REQUEST-DONATION

The Fire Department has received a cash donation in the amount of \$500 from Ms. Josefa L. Garcia. She sent the cash donation and a nice letter to thank the five firefighters that rendered aid to her in her home on September 7<sup>th</sup>, 2015.

In keeping with Ms. Garcia's wishes to thank firefighters for their service, I would like to request that a budget amendment be requested to allow this money to be allocated to the Fire Department budget account # 001-5-2200-21110 for Employee Recognition Supplies. There are currently no funds allocated to this account for the 2015-16 fiscal year.

Thank you for your consideration.

# **AGENDA ITEM #9**

**ORDINANCE NO. 2015-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 UTILITY FUND AND CO SERIES-2011 UTILITY BUDGET FOR WATER WELL #23 REPAIRS, COMPLETION OF THE 18" WATERLINE TRANSMISSION PROJECT, AND COMPLETION OF WATER WELL #25.**

**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 2015-2016 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<b>Fund 051 Utility Fund</b>					
<u>Capital</u>					
2		Unrestricted Fund Balance	61004		<u>\$191,319</u>
<u>Expenses</u>					
5-6002	Water Prod.	Utility Plant	54300	\$83,995	
5-6001	Water Const.	18" Transmission Line	54105	<u>\$107,324</u>	
				<u>\$191,319</u>	
<b>Fund 066 CO Series-2011 Utility</b>					
<u>Capital</u>					
2		Unreserved Fund Balance	61002		<u>\$80,200</u>
<u>Expenses</u>					
5-6002	Water Prod.	Water Well #25	72025	<u>\$80,200</u>	

[To amend the City of Kingsville FY 15-16 Utility Fund Budget for unexpected Water Well #23 repairs, completion of the 18" Waterline Transmission project, and completion of Water Well #25 as per the attached memo from the Director of Public Works/City Engineer.]

II.

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

III.

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

IV.

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

**INTRODUCED** on this the 26<sup>th</sup> day of October, 2015.

**PASSED AND APPROVED** on this the \_\_ day of \_\_\_\_\_, 2015.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## ***Public Works Department***

361-595-8007  
361-595-8035 Fax

DATE: October 16, 2015  
TO: City Commission through City Manager  
FROM: Juan Carlos Cardenas, Director of Public Works/City Engineer  
SUBJECT: Utility Fund Budget Amendment

This item authorizes a budget amendment to the FY16 Utility Fund for three ongoing projects:

First, we are requesting a budget amendment from Unrestricted Utility Fund Balance in the amount of \$83,994.65 (Fund 051-5-6002-54300) for cleaning and repairs to include: sonar jetting of screens, acidizing, jetting, 480 lf of column pipe, 125hp submersible motor, 800 gpm pump, pump cable, fittings and labor. These are unexpected repairs this fiscal year for Water Well #23 located at South 6<sup>th</sup> Street and General Cavazos Blvd. During last fiscal year, the well was being worked on due to loss of production. Upon inspection, the well required more work than was expected. This well usually produces 820gpm but reduced down to 650 gpm, currently the well is offline. If approved, the well should be able to produce 800-850 gpm and back in service within thirty days.

Second, we are requesting a budget amendment from Unrestricted Utility Fund Balance in the amount of \$107,323.16 (Fund 051-5-6001-54105) for the completion of the 18" waterline transmission main and all connections of adjacent lines to complete the contract with 5125 Company. The main line is in service but a couple of connections to adjacent lines are still needed. If approved, this project should be completed within 45 days.

Third, we are requesting a budget amendment from Unreserved CO Series 2011 Fund Balance in the amount of \$80,200 (Fund 066-5-6002-72025) for the completion of new Water Well #25. Contractor had delays with equipment malfunctions during the 36 hour well testing. Well contractor still needs to install the permanent pump, electrical panel, discharge piping and complete the video log. If approved, the well drilling portion of this project should be completed within 30 days.

# **AGENDA ITEM #10**



**ORDINANCE # 2015-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XI, ARTICLE 7, FOOD SALES AND FOOD ESTABLISHMENTS, SECTIONS 15 & 17, PROVIDING FOR ADOPTION OF NEW TEXAS FOOD ESTABLISHMENT RULES AND CLARIFICATION OF PERMIT PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the State of Texas has adopted new Food Service Establishment Rules and clarification can be made on permit provisions;

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

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

I.

**THAT** Section 11-7-15 and Section 11-7-17 of Article 7: Food Sales and Food Establishments of Chapter XI, Business Regulations, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

**ARTICLE 7: FOOD SALES AND FOOD ESTABLISHMENTS**

**Sec. 11-7-15. - ADOPTION BY REFERENCE.**

The City of Kingsville adopts by reference the provisions of the current rules or rules as amended by the Executive Commissioner of the Health and Humans Services Commission found in 25 Texas Administrative Code, Chapter 229, Sections 161 through 171 and 173 through 175 regarding the regulation of food establishments in this jurisdiction.

~~"Texas Food Establishment Rules," adopted by the Texas Board of Health, a copy of which is on file in the Health Department Office, and any amendments thereto are hereby adopted and incorporated into the code of ordinances as fully as if copied verbatim herein as found in Tex. Administrative Code Chapter 25.~~

(Ord. 94001, passed 1-10-94; Ord. 2002-18, passed 7-22-02)

**Sec. 11-7-16. - CONFLICTING PROVISIONS; MORE STRINGENT TO PREVAIL.**

In the case of any conflict between this code of ordinances, and the "Texas Food Establishment Rules" and any amendments thereto which are hereby adopted and incorporated into the code of ordinances as fully as if copied verbatim herein as found in Tex. Administrative Code Chapter 25 the more stringent provisions shall govern.

(Ord. 94001, passed 1-10-94; Ord. 2002-18, passed 7-22-02)

#### **§ 11-7-17 PERMIT PROVISIONS.**

(A) It shall be unlawful for any person to operate a food service establishment, temporary food service, food processing establishment, mobile food unit, roadside food vendor, seafood peddler, and retail food store in the city who does not possess a current, valid permit from the city. Such permit shall be posted in a conspicuous place, and only persons who comply with the requirements of this subarticle shall be entitled to receive and retain such a permit. Permits are not transferrable from one person to another or from one location to another location, except as otherwise permitted by this ordinance.

(B) Such permit may be temporarily suspended or revoked by the Health Director or Inspector upon the violation by the holder of any of the terms of this subarticle.

(1) *Fees.* Each person required to secure a permit under this subarticle shall, before issuance of any permit, pay to the city the sum herein provided as an inspection and permit fee according to the following schedule:

	Permits expiring prior to 12/31/15	Permits expiring on or after 12/31/15
Food service establishments	\$100	\$150
Mobile & Roadside units	\$100	\$125
Retail food stores	\$100	\$150
Temporary food establishments	\$25	\$30
Temporary food event (non-profit)		\$20
Late fee	\$25	\$50
Seafood peddler	\$100	\$125
Produce peddler		\$125

(2) *Expiration and renewal.*

(a) Permits issued for food establishments, mobile units, retail food stores, shall automatically expire on the 31st day of December next following its issuance, except as otherwise stated herein. Such permit shall also automatically expire if the holder thereof changes the location of his place of business, sells, transfer equity, or otherwise disposed of such business or materially changes the character of such business.

(b) Upon the expiration of a permit, and within 30 days thereafter, the person conducting the business shall obtain a renewal thereof in the same manner as an original permit, if he wishes to continue operating the business. Failure by an establishment to pay this fee within 30 days will require such establishment to pay an additional \$25 late fee.

(c) Temporary food establishment permits shall be issued only for 14 days or less in conjunction with a single event or celebration.

(3) *Re-inspection Fee.* If a food establishment, mobile unit, or retail food store fails an inspection by the Health Department, then a \$50 re-inspection fee shall be paid for each re-inspection by Health Department personnel.

Penalty, see § 11-7-99

...

## II.

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

## III.

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

## IV.

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

**INTRODUCED** on this the 26 th day of October, 2015.

**PASSED AND APPROVED** on this the   9  th day of   November  , 2015.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #11**

ORDINANCE NO.2015-\_\_\_\_\_

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER XV, ARTICLE 5, HISTORICAL DISTRICTS AND LANDMARKS, SECTION 15-5-4, PROVIDING FOR AN APPLICATION AND FEE FOR LOCAL HISTORIC LANDMARK DESIGNATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

**THAT** Section 15-5-4 of Article 5: Historical Districts and Landmarks of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...

**§ 15-5-4 DESIGNATING HISTORIC LANDMARKS.**

- (A) The City Commission may, from time to time, designate certain places in the city as historic landmarks. Such places bear the word "historic" in their zoning designation and shall continue to bear their use designations by letter as provided in the general zoning ordinance of the city.
- (B) In designating historic landmarks, the Historical Development Board and the City Commission shall follow the procedures set forth for creating historic districts.
- (C) The City shall create an application for Local Historic Landmark Designation and shall establish a fee to cover the cost of administration and the plaque.

...

II.

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

III.

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

subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

**INTRODUCED** on this the 26<sup>th</sup> day of October, 2015.

**PASSED AND APPROVED** on this the 9<sup>th</sup> day of November, 2015.

---

Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney



**DATE: October 15, 2015**

**TO: City Commission**

**VIA: Courtney Alvarez, Interim City Manager**

**FROM: Cynthia Martin, Downtown Manager**

**SUBJECT: Local Historic Landmark Designation Application & Fee**

The City of Kingsville has established by ordinance a Local Historic Landmark Designation for properties. The City Commission may, from time to time, designate certain places in the city as historic landmarks. Such places bear the word 'historic' in their zoning designation. Designation of property as being a historic landmark shall not affect the legal use of the property.

To encourage the designation of local properties that have exceptional value as part of Kingsville's history and culture or are important for their architecture or the architect who designed them, the Historical Development Board recommends having a special application solely for local designation of these properties.

The design of a plaque to mark local landmarks has previously been presented to and approved by City Commission. The Board now recommends instituting a fee to cover the cost of the plaque and associated administrative costs. The Historical Development Board strongly feels it important to mark these local landmarks for their preservation and for education of the community as to their significance.

The Board therefore asks the City Commission to consider adding a provision for the creation of an application for Local Historic Landmark Designation and the establishment of a fee to cover the cost of the plaque and administrative costs to Section 15-5-4 *Designating historic landmarks* of the city's code of ordinances.



**City of Kingsville**  
**Historical Development Board**  
**Application for Local Historic Landmark Designation**

**Type of Historical Designation (circle one)**

Event          Church Congregation          Houses & Buildings          Cemeteries

**Name of application** (ex) J.R. Chandler House

**Location** - Property must be located with the Kingsville City limits or ETJ (extra territorial jurisdiction)

Street address and/or specific directions

County

City

State

Zip

**Owner of historic site**

Name \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Sponsor of historical marker application**

Name \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Brief description of proposed landmark (attach pages if necessary)**

**MARKER INFORMATION**

If accepted into the program, applicant is required to purchase a Kingsville Landmark historical marker for the property or event at a cost of \$125. Financial assistance is available for those who cannot afford a marker. Call for details.

**I the undersigned understand that an oval marker must be purchased if application is approved.**

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Received: Signature of Staff \_\_\_\_\_ Date \_\_\_\_\_

## ARTICLE 5. - HISTORIC DISTRICTS AND LANDMARKS

### GENERAL PROVISIONS

#### Sec. 15-5-1. - Findings.

- (A) The City Commission finds that many improvements and landscape features having a special character or a special historical or aesthetic interest or value and many improvements representing the finest architectural products of distinct periods in the history of the city, state or nation require special consideration for their preservation.
- (B) It is the opinion of the City Commission that the standing of the city as a tourist center for South Texas cannot be maintained or enhanced by disregarding the historical and architectural heritage of the city.

(1962 Code, § 2-10-1; Ord. 91034, passed 10-28-91)

#### Sec. 15-5-2. - Definitions.

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

Historic district. An area which has outstanding historical and cultural significance in the nation, state, region or community, within which the buildings, structures, accessory buildings, fences, or other appurtenances are of basic and vital importance for the development of cultural sites and tourism because of their association with history, including:

- (1) Historic buildings, structures, subjects, sites or areas within which the buildings, structures, appurtenances, and places exemplify the culture, political, economic or social history of the nation, state, region or community, and have a special character or special historic or aesthetic interest or value, and represent one or more periods or styles of architecture typical of one or more eras in the history of the city and have been designated as such by the provisions of this article.
- (2) Historic buildings, structures, subjects, sites or areas that are identified with the lives of historic personages or with important events in national, state, regional or local history.
- (3) Buildings, structures or areas that embody the distinguishing characteristics of an architectural type specimen as to color, proportion, form and architectural details.

Historic landmark. A place which has outstanding historical and cultural significance in the nation, state, region or community. The designation historic landmark recognizes that the historic place, site, subject, area or the building(s), structure(s), accessory building(s), fences or other appurtenances at the place, are of basic and vital importance for the preservation of cultural sites and the development of tourism.

(1962 Code, § 2-10-2; Ord. 91034, passed 10-28-91; Ord. 97044, passed 12-8-97)

#### Sec. 15-5-3. - Creating historic districts.

- (A) The City Commission may, from time to time, designate certain areas in the city as historic districts, and define, amend or eliminate the boundaries of same. Such districts shall bear the word "historic" in their zoning designation and property therein shall continue to bear its use designation by letter as provided in the general zoning ordinance of the city.

- (B) Before taking any such action, the City Commission shall submit the same to the Historical Development Board for their recommendations and reports. The Historical Development Board shall give notices, conduct its hearing and make recommendations to the City Commission in the same manner and according to the same procedures as specifically provided by statute and the general zoning ordinance of the city.

(1962 Code, § 2-10-3; Ord. 91034, passed 10-28-91)

Sec. 15-5-4. - Designating historic landmarks.

- (A) The City Commission may, from time to time, designate certain places in the city as historic landmarks. Such places bear the word "historic" in their zoning designation and shall continue to bear their use designations by letter as provided in the general zoning ordinance of the city.
- (B) In designating historic landmarks, the Historical Development Board and the City Commission shall follow the procedures set forth for creating historic districts.
- (C) The City shall create an application for Local Historic Designation and shall establish a fee to cover the cost of the administration and plaque.

(1962 Code, § 2-10-4; Ord. 91034, passed 10-28-91)

Sec. 15-5-5. - Uses.

- (A) Nothing contained in this article or in the designation of property as being in an historic district or historic landmark shall affect the present legal use of property. Use classifications as to all property which may be included in an historic district or historic landmark shall continue to be governed by the general zoning ordinance of the city and the procedures therein established. In no case, however, shall any use be permitted which requires the demolition, razing, remodeling or alteration of any buildings, structures or appurtenances in such an historic district or historic landmark so as to adversely affect the character of the district or historic landmark, except upon compliance with the terms of this article. For purposes of clarity in the zoning designation of property, all zoning maps shall reflect property in historic districts or historic landmarks by the inclusion of the word "historic" as a prefix to its use designation as specified in accordance with the general zoning ordinance of the city.
- (B) No provisions herein shall be constructed as prohibiting a property owner(s) from continuing to use property for a nonconforming use.

(1962 Code, § 2-10-5; Ord. 91034, passed 10-28-91; Ord. 97044, passed 12-8-97)

Secs. 15-5-6—15-5-14. - Reserved.

## Courtney Alvarez

---

**From:** Diana Gonzales  
**Sent:** Tuesday, October 20, 2015 10:11 AM  
**To:** Courtney Alvarez  
**Cc:** Jessica Storck  
**Subject:** Health Fair Schedule - October 30, 2015

Health Fair 2015 ---- See schedule for your Division/Department below:

Time	Dept.	Name-Last	Name-First	Primary Title	A1C	Cholesterol	Flu Vaccine	PSA
12:00	001-140	Alvarez	Courtney	City Attorney	X	X	X	
2:30	001-140	Storck	Jessica	Legal Assistant	X	X	X	

The City currently have approximately 198 individuals scheduled to attend. Make sure your staff is aware of their appointment times. Employees will be required to check in at the Health Fair upon arrival. Have your staff double check the screenings for which they signed up for and if any corrections are required, contact the HR office immediately.

This City/County Employee Health Fair is geared for employees and their eligible dependents currently covered under the respective health plans of the City or County.

The City received information yesterday that the Texas Department of State Health Services will have flu vaccines available for employees not currently covered by the City's health plan administered by ENTRUST. What does this mean? --- Flu vaccines will be available for all full time and part-time employees even if not covered under the City's Plan at no cost. Please make your employees aware of this and contact the HR office should anyone need to be added to the flu vaccine list. Appreciate your attention to this.

Thank you for all your assistance.



Diana Gonzales, SPHR  
Human Resource Director  
200 E. Kleberg Avenue  
P.O. Box 1458  
Kingsville, Texas 78363  
Phone: 361-595-8017  
Fax: 361-595-8064  
[dgonzales@cityofkingsville.com](mailto:dgonzales@cityofkingsville.com)

# **AGENDA ITEM #12**

ORDINANCE NO.2015-\_\_\_\_\_

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XV-LAND USAGE, ARTICLE 1-BUILDING REGULATIONS, SECTION 15-1-56, ADOPTING THE 2014 EDITION OF THE NATIONAL ELECTRIC CODE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the City is updating its building codes and desires to adopt the 2014 version of the National Electric Code to enhance public safety;

**WHEREAS**, staff already has a copy of the 2014 version of the National Electric Code;

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

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

I.

**THAT** Section 15-1-56 of Article I: Building Regulations of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...  
**§ 15-1-56 DEFINITIONS.**

For the purpose of this subarticle, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words not defined in this section shall have the meaning given to them in the 2014 ~~2014~~ Edition of NFPA 70, National Electric Code.

**APPROVED** or **APPROVAL**. Approved by the Planning Department. Nationally recognized standards shall be the basis of such approval.

**AUTHORIZED PERSON**. An individual or authorized representative of a firm or corporation who is licensed under the provisions of this subarticle to do the work provided by this subarticle.

**BOARD**. The Electrical Examining Board as created in this subarticle.

**CITY**. The territory within the corporate limits of the City of Kingsville, Texas.

**CONDUCTOR.** A wire or cable or other form of metal suitable for carrying electrical current or potential.

**ELECTRICAL CONSTRUCTION.** All work and material used in installing, maintaining and extending a system of electrical wiring and all appurtenances, apparatus and equipment used in connection therewith, inside of or attached to any building or structure.

**ELECTRICAL CONTRACTOR.** Any person engaged in the business of installing, maintaining or altering, by contract, electrical conductors or equipment, and who is qualified under terms and provisions of this subarticle.

**ELECTRICIAN.** A person engaged in the business of electrical construction, maintenance and repair, and who is qualified under the provisions of this subarticle.

**EQUIPMENT.** Materials, fittings, motors and the like, used as a part of or in connection with electrical installations.

**INSPECTOR.** An individual who has been designated by the city as an Electrical Inspector.

**MAINTENANCE WORK.** The act of keeping in safe operating condition any conductor or piece of equipment in any and all existing electrical installations, but does not include the installation of additional electrical work, electrical equipment or apparatus.

**OWNER.** Any person holding legal title to any real property within the city.

**REGISTERING.** That person who has satisfied the Examining Board of Electricians and has satisfied the Board that he is qualified to do the work stated in the application, that he has paid the necessary registration fees to date, and that his name is carried in the records of the Electrical Inspector as qualified under the provisions of this code.

**SPECIAL RULING.** A written ruling or decision passed by the Board and filed in the office of the Electrical Inspector.

...

## II.

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

## III.

**THAT** if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other

section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

V.

**THAT** nothing in this ordinance or in the National Electric Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**INTRODUCED** on this day on the 26<sup>th</sup> day of October, 2015.

**PASSED AND APPROVED** on this the 9th day of November, 2015.

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

ATTEST:

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

APPROVED AS TO FORM:

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

EFFECTIVE: \_\_\_\_\_



To: Courtney Alvarez, Interim City Manager

From: Tom Ginter, Director of Planning and Development Services

TJ

Date: October 21, 2015

Subject: Update of the National Electrical Code

We would like to recommend to the City Commission to adopt the 2014 National Electric Code. We have a copy and are ready to implement for the building community. If you have any questions, please feel free to ask.

## **AGENDA ITEM #13**

**ORDINANCE NO.2015-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, AMENDING CHAPTER IX-GENERAL REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KINGSVILLE, TEXAS BY AMENDING ARTICLE 10-STREETS AND SIDEWALKS, TO ADD STREET MAINTENANCE FEES SECTIONS, TO ESTABLISH MONTHLY STREET MAINTENANCE FEES FOR THE PURPOSE OF FUNDING THE CITY STREETS SYSTEM, ESTABLISHING A STREET MAINTENANCE FUND AND AN APPEALS PROCESS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Kingsville, Texas ("City Commission") has determined that in order to protect the citizenry from the deterioration of the quality and safety of the street system that they rely upon and use on a regular basis, it is necessary and in the best interest of the public health and safety to establish a street maintenance fee in order to provide a properly maintained road system; and

**WHEREAS**, the City staff has prepared a comprehensive twenty year street maintenance and improvement plan and held several informational sessions before the City Commission regarding the plan and street maintenance fees necessary to support the plan, which were all open to the public, and the Commission finds the proposed fees are non-discriminatory, reasonable, and equitable; and

**WHEREAS**, in setting the schedule of Street Maintenance Fees, the fees are based on an inventory of parcels within the city limits.

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

**SECTION 1:** The City Commission hereby establishes Street Maintenance Fees as set forth herein. Street Maintenance Fees shall be levied against all benefited properties within the city limits unless exempt under Chapter IX, Article 10, Section 64. These fees shall be imposed and issued with utility billing statements issued on and after January 1, 2016.

**SECTION 2:** The Code of Ordinances of the City of Kingsville, Texas is hereby amended by adding 9-10-50 through 9-10-66 Chapter IX, Article 10 "Street Maintenance Fee" to read as follows:

---

***STREET MAINTENANCE FEES***

**Sec. 9-10-50 FEE ESTABLISHED.**

A street maintenance fee is established. It is to be implemented by policies, rates, and methodologies established by separate ordinance.

The City Commission finds, determines and declares that in order to protect the citizenry from the deterioration of the quality and safety of the street system that they rely upon and use on a regular basis, it is necessary and in the best interest of the public health and safety to establish a street maintenance fee in order to provide a properly maintained road system.

For this purpose, the City Commission will establish a schedule of street maintenance fees subject to the limitations of the state law to cover the costs to the city to provide maintenance of the street system. The city will offer this maintenance service in a nondiscriminatory, reasonable and equitable manner.

The City Commission hereby establishes a street maintenance fee, imposed against, and to be paid by, each utility customer and owner of benefitted property within the city limits, set in amounts that will provide sufficient funds to properly maintain the street system.

Collection of the fee against each benefitted property shall be made by a monthly charge to be added to the utility bill for such property.

The City Commission by separate ordinance will establish the rate based upon the cost to the city for maintaining the street system.

#### **Sec. 9-10-51 DEFINITIONS.**

“Benefitted property” means a residence; a business; or lot, parcel or property within the city limits that generates motor vehicle trips.

“Director” means the city manager or designee.

“Equivalent residential unit” (“ERU”) means a unit of measurement for the median size of a residence equal to two thousand four hundred and twenty-five (2,425) square feet. For residential benefitted property, an ERU equals one (1). For nonresidential benefitted property, an ERU equals SF/ two thousand four hundred and twenty-five (2,425) SF.

“Land use” means one (1) of the land use categories recognized in the Trip Factor Index.

“Motor vehicle trip” means each departure from and each arrival to a property by a motor vehicle.

“Nonresidential benefitted property” means benefitted property not defined as residential benefitted property under this article.

“Residential benefitted property” means a detached single-family residence, attached multifamily housing, or a detached dwelling unit of a mobile home park, recreation vehicle (RV) park, or manufactured home community.

“Square footage” (“SF”) means the square footage of improvements designated as “living area” as identified in the records of the Kleberg County Appraisal District (“KCAD”).

“Street maintenance fee” (“fee”) means the fee established by this article imposed against, and collected from, owners or occupants of benefitted property of the purpose of maintaining the street system of the city.

“Street preventative maintenance program” (“SPMP”) means the street preventative maintenance program, as amended from time to time, funded by the street maintenance fee.

“Street system” means the structures, streets, rights-of-way, bridges, alleys, and other facilities within the city limits that are dedicated to the use of vehicular traffic; the maintenance and repair of those facilities; and the operation and administration of such maintenance and repair under the street preventative maintenance program.

“Trip factor” means a principle basis of service measurement, principally derived from the trip generation rates published by the Institute of Transportation Engineers.

“Trip Factor Index” means the table of applied land uses recognized by the City of Kingsville for purposes of implementing the street maintenance fee.

“Utility customer” (“customer”) means the holder of a city utility account or the person who is responsible for the payment of charges for a benefitted property.

#### **Sec. 9-10-52 FINDINGS.**

The City Commission finds and determines the following:

- (1) It is appropriate that a benefitted property pay the prorated annual cost of the street system that can reasonably be attributed to the benefitted property.
- (2) The number of motor vehicle trips generated by a benefitted property may reasonably be used to estimate the prorated cost of the street system attributable to a benefitted property.
- (3) The size and use of a property may reasonably be used to estimate the number of motor vehicle trips generated by the property.
- (4) Based on the best available data, the method of imposing the street maintenance fee reasonably prorates the cost of the street system among benefitted properties.
- (5) It is reasonable and equitable to impose a set monthly fee for each residential and nonresidential benefitted property in order to avoid a disproportionate burden on any residential or nonresidential benefitted property.
- (6) It is reasonable and equitable to cap the square footage for a nonresidential benefitted property in order to avoid a disproportionate burden on a nonresidential benefitted property.
- (7) It is reasonable and equitable to cap the trip factor for nonresidential benefitted property in order to avoid a disproportionate burden on a nonresidential benefitted property.

- (8) If available, appraisal district property tax records may be relied on to determine the size of nonresidential benefitted property.
- (9) It is reasonable and equitable to derive trip generation rates for residential and nonresidential benefitted property as determined and published by the Institute of Transportation Engineers.
- (10) It is reasonable and equitable to assume that each utility meter in the service area serves a benefitted property.

#### **Sec. 9-10-53 TRIP FACTORS.**

The director shall assign to each benefitted property a trip factor according to the property's use. The director shall assume for each nonresidential benefitted property the number of trips per day as set by the Institute of Transportation Engineers.

The director conducted a survey of nonresidential benefitted property to more specifically identify land use, in order to assign a more appropriate trip factor to the land use categories shown in the Trip Factor Index (Exhibit "A"), kept on file with the city.

The Trip Factor Index will be maintained by the director or his designee and may be revised from time to time in accordance with this article.

For purposes of this article, a property's use does not depend on the property's zoning. If a property fits more than one (1) category of use, the director shall assign a land use.

#### **Sec. 9-10-54 STREET FEE-ONLY ACCOUNT.**

The director shall create an account in the city's utility account billing system for any benefitted property for which no utility account exists.

#### **Sec. 9-10-55 FEE CALCULATION.**

(a) The street maintenance fee shall be calculated based on the following factors:

ERU = Equivalent Residential Unit = 2,425 SF.

For each dwelling unit of a residential benefitted property, ERU=1.

For each nonresidential benefitted property, ERU = SF/2,425 SF on a per meter basis.

TF= Trip Factor adjusted for 90% discount.

(b) Collection of the fee for residential property shall be charged on the basis of a set fee per lot, unit, tract or parcel that is a Kingsville water and/or wastewater utilities customer within the city limits of the City of Kingsville.

(c) Collection of the fee for nonresidential property that is a Kingsville water and/or wastewater utilities customer within the city limits of the City of Kingsville shall be charged on the basis of using the trip generation rate published by the Institute of Transportation Engineers and based on land uses allowed. The trip generation is the number of trips anticipated to and from property per 1,000 square foot of building. For each nonresidential customer, the ERU for the building area on the property will be

multiplied by the appropriate discounted trip factor to arrive at a point value. This value will be compared to a tier of point ranges which will determine what the nonresidential benefitted property customer will pay each month.

#### **Sec. 9-10-56 RESIDENTIAL BENEFITTED PROPERTY.**

The director shall determine the fee for residential benefitted property on the basis of factors that include the trip generation rate published by the Institute of Transportation Engineers for residential use of the property.

The fee for residential benefitted property shall be on the basis of a set fee per dwelling unit.

For a residential benefitted property, each month a customer shall pay an amount equal to the following:

(Single-family) Monthly Bill = \$5.00

(Multi-family of 2-4 living units) Monthly Bill = (\$5.00 for the first living unit) + (.85 x \$5 x number of each living units after 1<sup>st</sup>)

(Multi-family of more than 4 living units or mobile home lots) Monthly Bill = \$5.00 x (total number of living units or mobile home lots) x (0.85 which is estimated occupancy)

#### **Sec. 9-10-57 NONRESIDENTIAL BENEFITTED PROPERTY.**

The director shall determine the fee for nonresidential benefitted property on the basis of factors that include the trip generation rate published by the Institute of Transportation Engineers for the land uses allowed.

For each nonresidential customer, the ERU for the building area on the property will be multiplied by the appropriate discounted trip factor to arrive at a point value. This value will be compared to a tier of point ranges which will determine what the nonresidential benefitted property customer will pay each month.

For a nonresidential benefitted property, a point value shall be determined as follows:

$\$5.00 \times (\text{SF}/2,425 \text{ SF}) \times (\text{TF}) = \text{Point Value}$

The director shall determine the square footage for a nonresidential benefitted property based upon building square footage of property as recorded by the Kleberg County Appraisal District. If appraisal district records are unavailable, the director may determine the size of a nonresidential benefitted property from the best available information.

The point tier system is as follows:

<b>Total Point Value</b>	<b>=</b>	<b>Price Per Month</b>
40 and over		\$150
20 to 39.99		\$125

14 to 19.99		\$100
12 to 13.99		\$ 70
10 to 11.99		\$ 50
6 to 9.99		\$ 40
5 to 5.99		\$ 30
4 to 4.99		\$ 25
3 to 3.99		\$ 20
2 to 2.99		\$ 15
Under 2		\$ 10

#### **Sec. 9-10-58 BILLING AND COLLECTION OF FEE.**

The street maintenance fee shall take effect and be applied against all benefitted property for services provided on or after January 1, 2016. Fees will be billed and collected each month on the utility bill for each benefitted property. Payment is due upon receipt of the bill. The utility customer is responsible for apportionment of fees to any person or persons leasing units of the benefitted property.

#### **Sec. 9-10-59 RECOVERY OF UNPAID FEE.**

The city may recover a street maintenance fee that is not paid when due in an action at law.

#### **Sec. 9-10-60 STREET MAINTENANCE FUND.**

The city has created a special revenue fund known as the street fund. All fees collected for the purpose of maintenance of the street system shall be deposited in the street fund. It will not be necessary for the expenditures from the fund to specifically relate to any particular property from which the fees were collected.

The director shall provide to the City Commission an annual report of the street fund.

Every year the director shall provide the City Commission a report on the progress of the street preventative maintenance program (SPMP) and publish an updated yearly map of street candidates to be considered for the maintenance program.

#### **Sec. 9-10-61 RULES.**

The director may adopt rules necessary for the administration of this article and the street maintenance fee. The director shall be responsible for administration of this article; developing all rules and procedures necessary to administer all provisions of this article; developing maintenance programs; and establishing street system criteria and standards for operation and maintenance of the street system.

#### **Sec. 9-10-62 APPEALS.**

- (a) The street maintenance fee board of appeals ("board") is established for the purpose of hearing and deciding appeals and matter related to the street



maintenance fee under article 10 of chapter IX of the Code ("Street Maintenance Fee") consistent with the appeals process for the street maintenance fee adopted by the City Commission ("appeals process").

- (b) The board shall be composed of five (5) members:
  - a. The Finance Director;
  - b. The Public Works Director/City Engineer;
  - c. The Planning Director;
  - d. A citizen appointed by the city manager; and
  - e. A citizen appointed by the city manager.
- (c) Each citizen board member shall be appointed to serve a two-year term.
- (d) A citizen board member may be removed by the city manager with or without cause.
- (e) The board shall:
  - a. Review any appeal filed in accordance with Article 10 of Chapter IX-Street Maintenance Fees Section of the Code and the adopted appeals process for the street maintenance fee;
  - b. Hear and decide appeals of orders, decisions, or determinations made by the Collections Manager for the utility business office relating to the application and interpretations of the street maintenance fee;
  - c. Hear and decide any matter referred to the board by the city manager related to the street maintenance fee;
  - d. Perform other duties prescribed by ordinance.
- (f) The board may not waive a code requirement.
- (g) The board shall hold meetings at the call of the chairperson and at other times as requested by the board.
- (h) The chairperson, or the acting chairperson in the absence of the chairperson, may administer oaths and compel the attendance of witnesses.
- (i) Each case before the board must be heard by at least seventy-five (75) percent of the board members.
- (j) The concurring vote of seventy-five (75) percent of the board members is necessary to:
  - a. Reverse an order, requirement, decision, or determination of an administrative officer or other staff member; or
  - b. Decide in favor of an applicant on a matter on which the board may hear under this section.
- (k) The board shall render all decisions and findings in writing, file them with the utility business office, and send copies to the appellant.
- (l) The board shall prepare minutes of its proceedings. The minutes shall include the vote of each member on each item before the board and shall state if a member is absent or fails to vote on an item.
- (m) The board may establish rules and procedures consistent with this Code of Ordinances.

#### **Sec. 9-10-63 DISPOSITION OF FEES AND CHARGES.**

The fee paid and collected by virtue of this article shall not be used for the general or governmental proprietary purposes of the city, except to pay for the equitable share of the cost of accounting, management and government thereof of the SPMP.

Other than as described above, the fees and charges shall be used solely to pay for the cost of operation, administration, planning, engineering, development of guidelines and controls, inspection, maintenance, repair, improvement, and renewal of the street system under the SPMP and the costs incidental thereto.

#### **Sec. 9-10-64 EXEMPTIONS.**

This article does not apply to a city, county, state, federal agency or department, hospital district, publicly funded independent school district or charter school, public institution of higher education, church, registered 501(c)3, or regional transit authority.

This article does not apply to vacant property that generates no motor vehicle trips. The director may adopt any reasonable method to determine whether a property is vacant and generates no motor vehicle trips.

In order for an exemption under this section to apply, a person entitled to an exemption under this section must notify the director of the utility business office of the applicable exemption.

#### **Sec. 9-10-65 LIABILITY.**

This article does not create additional duties on the part of the city. This article does not waive the city's immunity under any law.

#### **Sec. 9-10-66 PERIODIC REVIEW OF RATES.**

The City Commission will periodically review the street maintenance fees and rates.

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**SECTION 3:** It is found and determined by the City Commission that the fees established by this Ordinance are non-discriminatory, reasonable, and equitable, and that the fees are based upon an inventory of improved parcels within the city limits.

**SECTION 4:** It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

**SECTION 5:** All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

**SECTION 6:** This Ordinance shall be in full force and effect from and after its passage and approval.

**INTROUCED** on this the 26<sup>th</sup> day of October, 2015.

**PASSED AND APPROVED** by the City Commission on this the 9th day of November, 2015.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **REGULAR AGENDA**

# **AGENDA ITEM #14**

**ORDINANCE NO. 2015-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT FOR 1055 SOUTH US HWY 77 (0.88 ACRES, LOT 8, JESSE 2) FOR CAR STORAGE FOR ENTERPRISE RENT A CAR; AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; PROVIDING FOR PUBLICATION.**

**WHEREAS**, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Steven Overgaard agent for owner, Jesse Irene M. Est., for amendment to the zoning map of the City of Kingsville;

**WHEREAS**, with proper notice to the public, public hearings were held on Wednesday, October 26, 2015, during a meeting of the Planning Commission, and on Monday, November 9, 2015, during a meeting of the City Commission, in the Commission Chambers, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, a majority of the Planning Commission voted 6-0 to APPROVE the requested special use permit; and

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

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

**SECTION 1.** That the Zoning Ordinance of the City of Kingsville, Texas, is amended and a Special Use Permit is granted for a car rental facility on the premises known as 1055 South US HWY 77 (0.88 acres at Lot 8, Jesse 2), as more specifically describe on site plan attached as Exhibit A.

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

1. ALLOWED USE: The only uses authorized by this Special Permit other than the permitted "C2" Retail Commercial District uses is as a car storage facility for Enterprise Rent A Car.

2. TIME LIMIT: This Special Permit is good for the duration of the business from the date of this ordinance **unless** (a) the property is not being used for the purpose outlined in Condition 1, or (b) any other conditions have not been complied with, or (c) there is a change in ownership of the business.

4. SPECIAL CONDITION: (4.1) The applicant shall obtain all required licenses for

operating the business and permits for building, fire and health thereby meeting all adopted codes to operate said business, and shall cooperate with all annual fire safety, health, and sanitation inspections, in order to maintain compliance with state and city regulations for a car storage (rental) facility. (4.2) All activity on site shall be in complete compliance of all City codes, especially the nuisance, fire, building and zoning codes.

**SECTION 3.** That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendment to the Zoning Ordinance made by Section 1 of this ordinance.

**SECTION 4.** That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

**SECTION 5.** That to the extent that this amendment to the Zoning Ordinance represents a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

**SECTION 6.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

**SECTION 7.** That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville. Codification is not required.

**INTRODUCED** on this the 9th day of November, 2015.

**PASSED AND APPROVED** on this the 23rd day of November, 2015.

**THE CITY OF KINGSVILLE**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# FIRST ANNUAL RUN FOR YOUR LIFE



## 2015 5K RUN/WALK

A DRUG FREE, FAMILY EVENT

### AGES:

12+ ELIGIBLE FOR 5K

-12 CAN RUN THE KIDS RUN

### REGISTRATION:

\$25 FOR 5K RUN

\$5 FOR KIDS RUN

FREE T-SHIRT TO FIRST 50 PAID ENTRIES

### PRIZES:

1ST, 2ND, 3RD PLACE  
IN ALL AGE CATEGORIES

BEST COSTUME (ADULT, YOUNG CHILD)

BIG HOUSE  
BURGERS



WHEN:  
SATURDAY, OCTOBER 24

WHERE:  
DICK KLEBERG PARK

TIME:  
KIDS RUN AT 5:00PM  
5K STARTS AT 5:15PM  
COSTUME CONTEST: @ 4:45P.M

★ IN CASE OF RAIN OUT ★

Date: October 31  
7:30am sign in  
Kids Race 8:00am, 5k 8:30am  
Rain Out will be announced  
October 24 on Parks FB Page

PLEASE JOIN US AFTER  
FOR A MOVIE AT THE PARK!  
**HOTEL  
PENNSYLVANIA**  
POPCORN BAR \$3  
CONCESSION STAND WILL BE  
AVAILABLE

## PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 21, 2015 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:

Zarsky Development Company, owner Melden & Hunt, Inc., agent - Requesting the approval of preliminary and final plats of The Estates at Wildwood Trail Phase II (25 lots) 6.751 acres and The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision. Santos Benavidez, owner, Matthew Martinez, agent - Requesting a special use permit to operate a tattoo shop located at ORIG TOWN, BLOCK 23, LOT 14-16, (ECON-O-WASH) (ECON-O-WASH) also known as 429 N. 9th Street currently zoned as C1 (Neighborhood Services).

Jesse Irene M Est, owner, Steve Overgaard, agent - Requesting a special use permit to start construction for an Enterprise Rent A Car located at JESSE 2, LOT 8, ACRES 0.88 also known as HWY 77 currently zoned as C2 (Retail). The meeting will be held at City Hall, 200 East Kleberg, in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

## PUBLIC HEARING NOTICE


The City Commission of the City of Kingsville will hold a Public Hearing Monday, November 9, 2015 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:

Zarsky Development Company, owner Melden & Hunt, Inc., agent - Requesting the approval of preliminary and final plats of The Estates at Wildwood Trail Phase II (25 lots) 6.751 acres and The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision. Santos Benavidez, owner, Matthew Martinez, agent - Requesting a special use permit to operate a tattoo shop located at ORIG TOWN, BLOCK 23, LOT 14-16, (ECON-O-WASH) (ECON-O-WASH) also known as 429 N. 9th Street currently zoned as C1 (Neighborhood Services).

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To: Courtney Alvarez, Interim City Manager

From: Tom Ginter, Director of Planning and Development Services 

Date: October 30, 2015

Subject: Special Use Permit Request – Enterprise Rent A Car

The Planning and Zoning Commission reviewed this request at their October 21<sup>st</sup> meeting. The area is zoned for C2 but due to being storage of vehicles request a special use permit is required. The lot is north of Cesar and on the west side of Highway 77. As you know they are operating out of the Phil Neeseen dealership. This is a positive step since business is good and they desire to build a stand – alone office to rent vehicles to the public. We have not received any negative phone calls concerning this request. It is hoped that this project spurs future development along that side of 77.

**The Planning and Zoning Commission recommendation was to approve the request. All in favor, none opposed.**

# CITY OF KINGSVILLE

200 E. Kleberg Avenue  
Planning & Development Services Dept.  
Planning & Zoning Division

Kingsville, Texas 78363  
Phone: (361) 595-8055  
Fax: (361) 595-8065

## Master Land Use Application

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

Project Address 1055 South US Hwy 77 Located in the City Kingsville ETJ

(Proposed) Subdivision Name Jesse Total number of Lots 1

Legal Description: Jesse 2, Lot # 8

Existing Zoning Designation C-2 Future Land Use Designation SUP

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

Applicant/Authorized Agent Steven Overgaard Phone 904 238 7123 FAX \_\_\_\_\_

Email Address (for project correspondence only): Steven.a.Overgaard@ehi.com

Mailing Address 1505 Harry Wurzback City San Antonio State TX Zip 78209

Property Owner Enterprise Holdings Phone \_\_\_\_\_ FAX \_\_\_\_\_

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

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

Select appropriate request(s) for which approval is sought. Attach appropriate checklist(s) 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.....\$200.00
<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"/> Conceptual Development Plat.....\$100.00
<input type="checkbox"/> PUD Request.....\$250.00	<input type="checkbox"/> Subdivision Variance Request.....\$25.00 ea
<input type="checkbox"/> Lot Line Adjustment Plat.....\$100.00	<input type="checkbox"/> Amending Plat.....\$100.00

### **Please provide a basic description of the proposed project:**

construct 1100 sq ft building on current vacant land.

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: 9/16/15

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Application and Fee Accepted by: Adela Bamer Date: 9/16/15

To: Planning and Zoning Commission Members

From: Tom Ginter, Director of Planning and Development Services

TJL

Date: October 16, 2015

Subject: Agenda Item #4 and #5 – Special Use Permit Request Enterprise Rent A Car

The area is zoned for C2 but due to it being storage of vehicles a special use permit is required. The lot is north of Cesar and on the west side of Highway 77. Currently they are operating out of the Phil Neeseen dealership. This is a positive step since business is good they desire to build a stand-alone office to rent vehicles to the public. Enclosed are maps of the proposed layout of the developed site. There are vacant lots to the north and south with residential to the west of them. At this time we have not received any phone calls that are against this request.

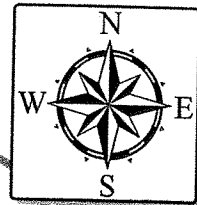
Staff recommends approval of the Special Use Permit.

	R1	R2	R3	R4	MH	C1	C2	C3	C4	I1	I2	Ag
Drag strip, race track										S	S	
Gasoline service station							P	P	P	P		
Gasoline sales						S	P	P	P	P		
Commercial parking structure auto only							S	P	P	P		
Truck storage							S	S	P	P	P	
Used auto parts, sales, indoors							S	P	P	P	P	
New or reconditioned auto parts, indoors							S	P	P	P		
Seat cover or muffler installation shop							S	P	P	P		
Tire recapping and retreading shop									S	P	P	
Wrecking or salvage yards for auto or parts									S	S		
Storage of autos							<u>S</u>	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

### **Written Description of Use**

Enterprise Rent a Car is proposing the construction of a new +/- 1,100 sq ft building on the current vacant land located at 1055 S US HWY 77. The hours of operation for this business will be 7:30am until 6:00pm Monday through Friday and open from 9am-12pm on Saturday closed Sundays. Enterprise Rent a Car is in the business of renting and leasing motor vehicles which includes the preparation of vehicles such as washing and detailing. The wash area will be in compliance with all local and federal guidelines by using an oil water separator below grade and the wash process is by hand not a drive through car wash tunnel. Enterprise will employ 4 people in this new facility.

# JESSE 2, LOT 8,



23269

15702

24026

12828

16440

21303

24795

13657

17203

25550

17961

16973

25303

**JESSE 2, LOT 8**

10013

15112

23647

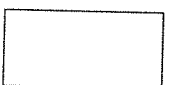
## Legend



City Limits



JESSE 2, LOT 8

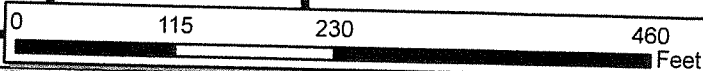


200ft Buffer

**Caesar**

**United States Highway**

**24th**



Document Path: \\SAM\Engineering and Public Works\Engineering\GIS Techs\MAPS\MAP\_DOCUMENTS\Arc\_City\_Address\_Assign\_Map\_8.5x11.mxd

Page  
1 / 1

Drawn By:  
Engineering Department

Last Update: 9/28/2015

Note:

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



**CITY OF KINGSVILLE  
ENGINEERING DEPARTMENT**

200 East Kleberg  
Kingsville, Texas 78363  
Office: 361-595-8005  
Fax: 361-595-8005

ROBERTO ISMAEL G  
810 S 24TH ST  
KINGSVILLE, TX 78363  
#23269

LEY CHRISTOPHER F  
816 S 24TH ST  
KINGSVILLE, TX 78363  
#15702

ALVAREZ ARTURO JR  
201 BILLY EVANS  
KINGSVILLE, TX 78363  
#24026

ALVAREZ ARTURO JR  
201 BILLY EVANS  
KINGSVILLE, TX 78363  
#24026

MOCTEZUMA VICTOR M JR  
830 S 24TH ST  
KINGSVILLE, TX 78363  
#16440

WILEY REVOC LIVING TRUST  
3901 MONTECITO DR #801  
DENTON, TX 76210  
#24795

JOSLIN JOHN N  
910 S 24TH ST  
KINGSVILLE, TX 78363  
#17203

YOUNGBLUT THOMAS A  
916 S 24TH ST  
KINGSVILLE, TX 78363  
#25550

REYNA TADEO  
1325 MICHAEL ST  
KINGSVILLE, TX 78363  
#17961

JESSE IRENE M EST  
1919 OKLAHOMA ST  
KINGSVILLE, TX 78363  
#16973

JESSE IRENE M EST  
1919 OKLAHOMA ST  
KINGSVILLE, TX 78363  
#25303

RUTKOSKI ULYSIA  
4899 OCEAN DR  
CORPUS CHRISTI, TX 78412  
#10013

GARCIA LEOPOLDO III  
2102 E CAESAR AVE  
KINGSVILLE, TX 78363  
#15112

WHITE LARRY L  
2305 CAPITAN DR APT A  
CORPUS CHRISTI, TX 78414  
#23647

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LOT 17  
BLOCK 3  
ZONING R1  
RESIDENTIAL  
DEVELOPMENT


**LOT 9  
ZONING C2  
UNDEVELOPED  
COMMERCIAL**

SPACE REQUIREMENTS FOR C2 ZONING	
FRONT YARD	20 FT.
SIDE YARD, (INTERIOR)	N/A
SIDE YARD, (ON STREET)	20 FT.
REAR YARD	N/A

NO.	EXERCISE NAME	DOMINO NAME	SYMBOL	Q. CHARACTERISTICS
1	1. BASIC	1. BASIC	1. BASIC	1. BASIC
2	2. ADVANCED	2. ADVANCED	2. ADVANCED	2. ADVANCED
3	3. INTERMEDIATE	3. INTERMEDIATE	3. INTERMEDIATE	3. INTERMEDIATE
4	4. BEGINNER	4. BEGINNER	4. BEGINNER	4. BEGINNER
5	5. EXPERT	5. EXPERT	5. EXPERT	5. EXPERT
6	6. CHALLENGING	6. CHALLENGING	6. CHALLENGING	6. CHALLENGING
7	7. DIFFICULT	7. DIFFICULT	7. DIFFICULT	7. DIFFICULT
8	8. COMPLEX	8. COMPLEX	8. COMPLEX	8. COMPLEX
9	9. EXTREME	9. EXTREME	9. EXTREME	9. EXTREME
10	10. ULTIMATE	10. ULTIMATE	10. ULTIMATE	10. ULTIMATE

BUILDING AREA	1,782.87 SQ FT
GREEN AREA PROVIDED	17,786.00 SQ FT
CONC./PAVED AREA	17,825.33 SQ FT
TOTAL SITE AREA= 37,194.00 SQ FT	
LSR = 67.87% > 10% O.K.	

(A) ISLANDS SHOULD BE MULCHED, DRIP IRRIGATED, AND GROUND COVERED WITH WEDGEIA PLANTS.  
 (B) F.O.W. SHALL HAVE AN AUTOMATIC DRIP IRRIGATION SYSTEM FOR GREEN AREAS  
 SPRINKLER HEAD



PRELIMINARY  
PLAN  
SUBJECT TO  
REVIEW  
NOT INTENDED  
FOR BIDDING  
OR  
CONSTRUCTION  
DATE: SEP. 10, 2013

PROPOSED  
LANDSCAPING  
PLAN

PROJECT  
NUMBER  
ENG.2015.025

THIS IS THE PROPERTY OF THE PROFESSIONAL ENGINEER WHOSE NAME APPEARS ON THIS DRAWING AND IT IS UNLAWFUL TO REPRODUCE OR TRANSMIT THIS DRAWING OR ANY PART THEREOF IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

7

VANGUARD ENGINEERING  
4019 EAST EXPRESSWAY 83  
WESLAKO, TX, 78656  
(956) 514-5086

TYPE FIRM REGISTRATION NO. F-7481

1055 S. U.S. HIGHWAY  
77-BYPASS  
KINGSVILLE, TEXAS

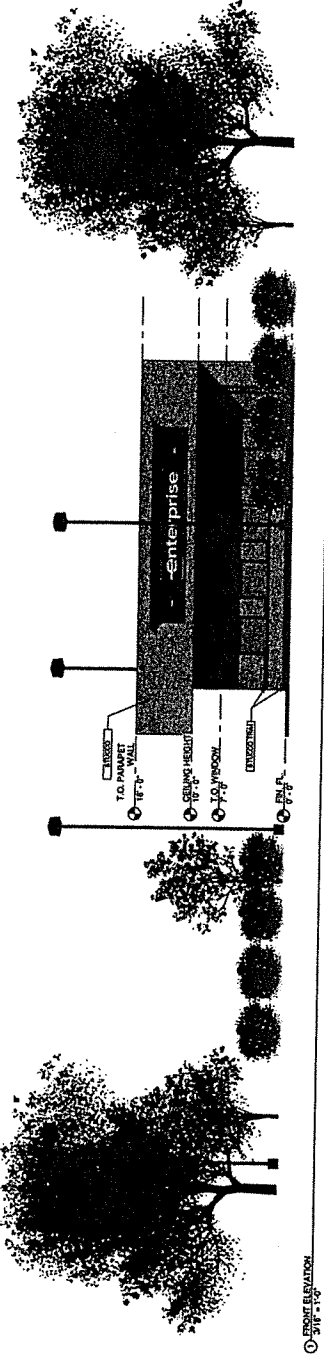
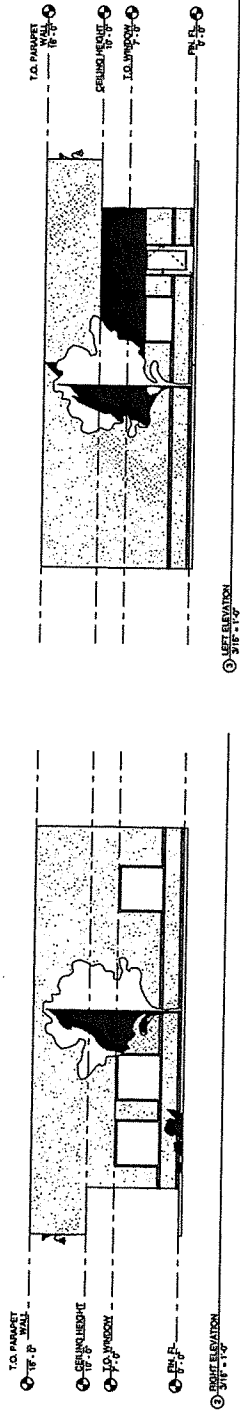
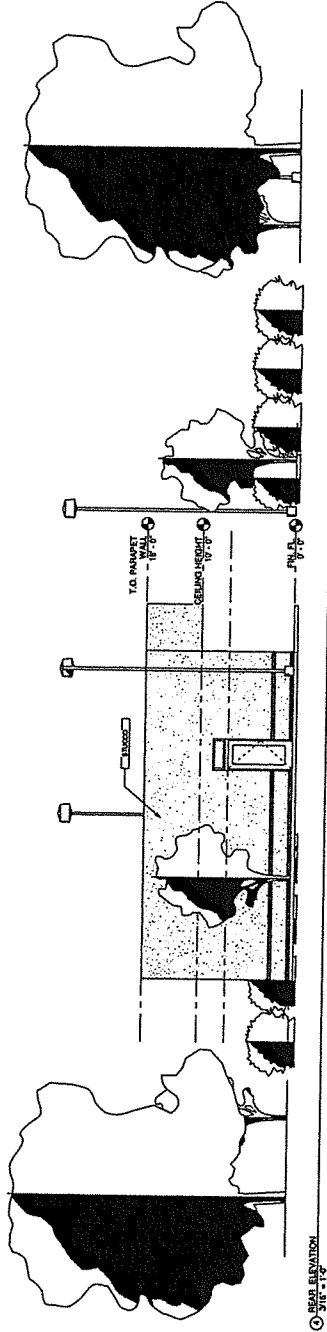
# IDEAL HOUSE PLANS

DESIGNER  
JUAN I. AVALOS  
RT. 2 BOX 9108  
WEELAND TX 78396  
OFFICE (956) 456-0813

ELEVATIONS  
JESSE ADDITION II  
LOT 8  
KINGSVILLE, TEXAS

SHEET

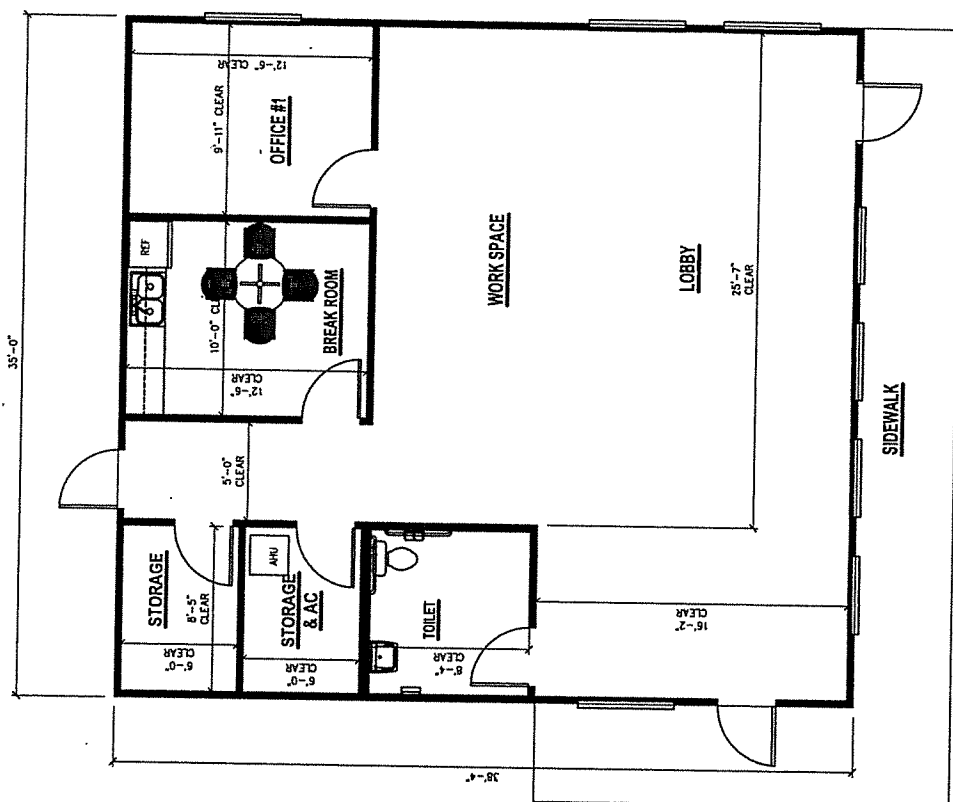
E-1



LIVING AREA: —

TOTAL AREA: — 1,341'

FLOOR PLAN  
3/8" = 1' SCALE



# **AGENDA ITEM #15**

To: Courtney Alvarez, Interim City Manager

From: Tom Ginter, Director of Planning and Development Services

TG

Date: October 30, 2015

Subject: Preliminary and Final Plat for The Estates at Wildwood Trail Phase II (25) lots 6.751 acres located at KT & I Co. Block 17, Lot PT 2,3 PT 7, acres 19.786 also known as Wildwood Trail Subdivision.

As you know there are three developments within the Wildwood Trail Subdivision. The three are The Grand, The Estates and The Park. Presented to the Planning and Zoning Commission were Phase II for The Estate and The Park. This agenda item just covers the commission's action pertaining to The Park. The Development Review Team has reviewed the plans and have no problem with them. One question asked was if Lewis Street was going to open in this phase and the answer was yes. It was also mentioned that the ditch on Cesar Street has functioned properly when Kingsville has had heavy rains. **The motion was made and seconded to approve the preliminary plat and final plat of The Estates at Wildwood Trail Phase II. All were in favor.**

The City Commission should be aware that the next agenda item, the submittal of the Preliminary and Final Plat for The Park was tabled. It was tabled because the Planning and Zoning Commission did not have a plat titled Final Plat in front of them. While it would be the same plat the words Final Plat were not on it. The Estate plat was in the same position but the Planning and Zoning Commission did not go back to address that item. I have since called Melden and Hunt about this and they are sending me the appropriate documents. It is also likely that the Planning and Zoning Chairman Steve Zamora may be present for the commission meeting and request that the City Commission table the item pertaining to The Estates.

To: Planning and Zoning Commission Members

From: Tom Ginter, Director of Planning and Development Services

592

Date: October 16, 2015

Subject: Agenda Item #1 and Agenda Item #2

Item#1 and #2:

Enclosed is the preliminary and final plat for The Estates at Wildwood Trail Phase II and the preliminary and final plat of The Park at Wildwood Trail Phase II. These are separate agenda items but since they are a part of the same subdivision, I decided to write one memo.

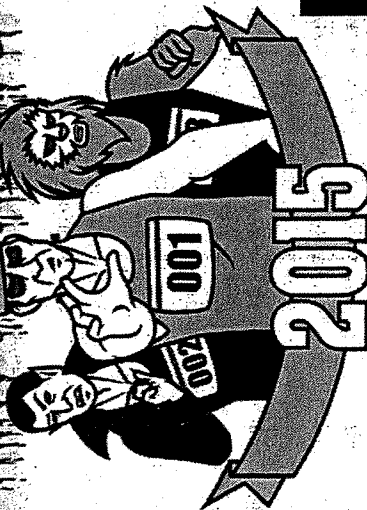
The development review team has reviewed the plans for both phases and have no problems with them.

As you know there are homes being built right now in this subdivision. Also enclosed is a drainage report that was revised in August of 2015.

Staff recommends approval of the preliminary and final plat for both phases submitted to the Planning and Zoning Commission.

Item # 1 - ~~Approved~~  
Approved

# FIRST ANNUAL RUN FOR YOUR LIFE



## 5K RUN/WALK

A DRUG FREE, FAMILY EVENT

### AGES:

12+ ELIGIBLE FOR 5K

-12 CAN RUN THE KIDS RUN

### REGISTRATION:

\$25 FOR 5K RUN

\$5 FOR KIDS RUN

FREE T-SHIRT TO FIRST 50 PAID ENTRIES

### PRIZES:

1ST, 2ND, 3RD PLACE  
IN ALL AGE CATEGORIES

BEST COSTUME (ADULT & YOUNG CHILD)

BIG HOUSE  
BURGERS



CAMPASS

Kingsville

# Run for Your Life

**WHEN:**  
**SATURDAY, OCTOBER 24**

**WHERE:**  
**DICK KLEBERG PARK**

**TIME:**  
**KIDS RUN AT 5:00PM**  
**5K STARTS AT 5:15PM**  
**COSTUME CONTEST: @ 4:45PM**

★ IN CASE OF RAIN OUT ★

Date: October 31  
7:30am sign in  
Kids Race 8:00am, 5k 8:30am  
Rain Out will be announced  
October 24 on Parks FB Page

PLEASE JOIN US AFTER  
FOR A MOVIE AT THE PARK!  
**HOTEL  
PENNSYLVANIA**  
POPCORN BAR \$3  
CONCESSION STAND WILL BE  
AVAILABLE

## PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 21, 2015 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:

Zarsky Development Company, owner Melden & Hunt, Inc., agent - Requesting the approval of preliminary and final plats of The Estates at Wildwood Trail Phase II (25 lots) 6.751 acres and The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision. Santos Benavidez, owner, Matthew Martinez, agent - Requesting a special use permit to operate a tattoo shop located at ORIG TOWN, BLOCK 23, LOT 14-16, (ECON-O-WASH) (ECON-O-WASH) also known as 429 N. 9th Street currently zoned as C1 (Neighborhood Services).

Jesse Irene M Est, owner, Steve Overgaard, agent - Requesting a special use permit to start construction for an Enterprise Rent A Car located at JESSE 2, LOT 8, ACRES 0.88 also known as HWY 77 currently zoned as C2 (Retail). The meeting will be held at City Hall, 200 East Kleberg, in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

## PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, November 9, 2015 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:

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10-21-15

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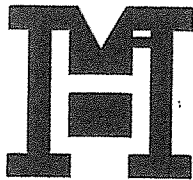
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TBPE Firm # F-1435  
TBPLS # 10096900

# MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS  
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERT TAMEZ

## Wildwood Trail Development

Formerly: Jalisco Ranch Development

### DRAINAGE STATEMENT

Job No. 12038 Date: June 27, 2012 rev: 8/12/15

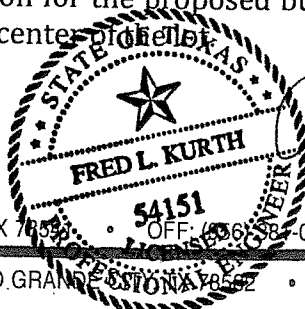
**Wildwood Trail DEVELOPMENT** is a 52.61-acre tract of land, out of Farm Lot 2, 3 and 7, Section 17, Kleberg Town and Improvement Subdivision, recorded in Cabinet 1, Envelope 18, Kleberg County Map Records. The property is located on the north side of Carlos Truan Boulevard (F.M. 425), approximately 1,600 feet northwest of U.S. Highway 77. Said property is currently open land, with a proposed future residential use. This subdivision is in zone "C" (no shading) on FEMA's Flood Insurance Rate Map Community Panel No. 480424 0005 C, map revised August 17, 1981. Zone "C" (no shading) is defined as areas of minimal flooding.

The soils are Clareville Clay Loam, Cranell Sandy Clay Loam and Gertrudis Fine Sandy Loam, which are in Hydrologic Groups "C", "D" and "B", respectively. Group "C" soils have a slow infiltration rate when thoroughly wet, Group "D" soils have a very slow infiltration rate (high runoff potential) when thoroughly wet, Group "B" soils have a moderate infiltration rate when thoroughly wet. (See excerpts from the USDA "Web Soil Survey of Kleberg County, Texas" -[www.websoilsurvey.nrcs.usda.gov](http://www.websoilsurvey.nrcs.usda.gov)).

Existing runoff is in an easterly direction, and is of 11.58 c.f.s. during the 10-year storm frequency as per attached calculations.

In accordance with the City of Kingsville Drainage District policies, the peak post construction rate of runoff will not be increased during the 25-year rainfall event due to the improvements in this subdivision. Therefore, as per attached calculations, 310,748 cubic feet of detention (7.13 Ac-Ft.) are required. Detention will be accomplished within a proposed detention ditch located at the east side of this development. Said detention ditch has a trapezoidal shape, with sides slope of 3:1, a depth of 7 feet and a storage capacity of 311,299 c.f. approximately (see map). Runoff from the streets and excess runoff from the lots is collected by curb inlets located at specific points, and is discharged into said detention ditch via pipes that range from 18 to 48 inches in diameter. The proposed detention ditch discharges into the existing drain ditch located at the north side of this development (south side of Carlos Truan Blvd. F.M. 425), via a 36-inch pipe. The northwest and northeast parts of this project discharge into said existing drain ditch via 24-inch pipes (see plan attached herewith).

The finished floor elevation for the proposed buildings shall be 18 inches above the top of curb, measured from the center of the curb.



*Fred L. Kurth* 8-12-15  
Fred L. Kurth, P.E. #54151

# DRAINAGE REPORT

PROJECT NAME: **Jalisco Ranch Development**  
 PROJECT NUMBER: 12038  
 DATE: April 18, 2012 6/27/2012 Revised

## I. Existing Condition-10 year

Ex. Area: 2,291,648.42 sf  
 52.61 ac  
 Imp. Area: 0.00 sf  
 % Imp.: 0.00  
 Slope: 0.19%  
 tc: 377.50 min  
 Rainfall Intensity (10yr) 0.855 in/hr  
 c factor (from Nomograph) 0.257  
 Q peak existing condition: 11.58 cfs

Int. Coeff. "k" 0.491 Table 3-2  
 Kp 3.28  
 Length 1590 ft  
 Velocity 0.070199 ft/sec  
 SCS Curve Number: 80

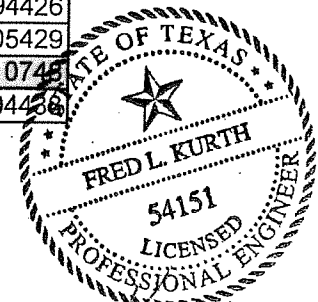
## II. Future Condition-25 year

Future area: 2,291,648.42 sf  
 52.61 ac  
 Estimated Imp. Area: 790,656 sf  
 % Imp.: 0.35  
 Slope: 0.19%  
 tc: 58.00 min  
 Rainfall Intensity (25yr) 3.272 in/hr  
 c factor (from Nomograph) 0.445  
 Q future cond. =  $Aci = i^*$  = 76.60 \* 0.44 = 23.4093687 i

SCS Curve Number: 86

time min.	time hour	i in/hr	Q <sub>in</sub> cfs	V <sub>in</sub> cf	Q <sub>out</sub> cfs	V <sub>out</sub> cf	REQ'D V cf
5	0.08	12.69	297.04	89112	11.58	3475	85637
10	0.17	10.01	234.42	140653	11.58	6951	133702
15	0.25	8.36	195.75	176174	11.58	10426	165748
20	0.33	7.23	169.20	203044	11.58	13902	189142
25	0.42	6.40	149.75	224625	11.58	17377	207247
30	0.50	5.76	134.79	242624	11.58	20853	221772
35	0.58	5.25	122.88	258039	11.58	24328	233711
40	0.67	4.83	113.16	271586	11.58	27803	243783
45	0.75	4.49	105.04	283602	11.58	31279	252323
50	0.83	4.19	98.16	294466	11.58	34754	259712
60	1.00	3.72	87.08	313498	11.58	41705	271793
90	1.50	2.82	66.11	356984	11.58	62558	294426
120	2.00	2.31	54.01	388839	11.58	83410	305429
180	3.00	1.72	40.36	435864	11.58	125115	310748
240	4.00	1.40	32.73	471259	11.58	166820	304436

Storage Required: 310,748 cf  
 Storage Required: 7.134 Ac.-Ft.  
 w/ release rate of: 11.58 cfs  
 Storage / Ac. Development: 0.136 Ac.Ft. per Ac.



*Fred L. Kurth*  
 6-27-12

**TABLE I**  
**TIME OF CONCENTRATION DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
Existing	Overland	0.257	1590		377.5						377.5
D.A.#1	Overland & Gutter										
D.A.#1-D.A.#2	Pipe Flow	0.445	300		33.3			400	0.4	16.7	50.0
		0.445						28	3.0	0.2	50.2
D.A.#2	Overland & Gutter										
D.A.#2-D.A.#3	Pipe Flow	0.445	15		1.7			400	0.4	16.7	18.3
		0.445						27	3.0	0.2	50.3
D.A.#3	Overland & Gutter										
D.A.#3-D.A.#4	Pipe Flow	0.445	15		1.7			400	0.4	16.7	18.3
		0.445						28	3.0	0.2	50.5
D.A.#4	Overland & Gutter										
D.A.#4-D.A.#9	Pipe Flow	0.445	160		17.8			400	0.4	16.7	34.4
		0.445						498	3.0	2.8	53.2
D.A.#5	Overland & Gutter										
D.A.#5-D.A.#6	Pipe Flow	0.445	191		21.2			494	0.4	20.6	41.8
		0.445						35	3.0	0.2	42.0
D.A.#6	Overland & Gutter										
D.A.#6-D.A.#8	Pipe Flow	0.445	191		21.2			402	0.4	16.8	38.0
		0.445						377	3.0	2.1	44.1
D.A.#7	Overland & Gutter										
D.A.#7-D.A.#8	Pipe Flow	0.445	160		17.8			202	0.4	8.4	26.2
		0.445						35	3.0	0.2	44.3
D.A.#8	Overland & Gutter										
D.A.#8-D.A.#9	Pipe Flow	0.445	205		22.8			210	0.4	8.8	31.5
		0.445						99	3.0	0.6	53.8

FORMULA FOR TIME OF CONCENTRATION  
USING THE RATIONAL METHOD, AS PER  
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$

**TABLE IA**  
**FLOWRATE DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
Existing	52.61	0.257	377.5	10	0.844	11.44		
D.A.#1								
D.A.#1-D.A.#2	3.61	0.445	50.0	10	3.636	5.84		
	3.61	0.445	50.2	10	3.629	5.83	24.00	0.067%
D.A.#2								
D.A.#2-D.A.#3	0.49	0.445	18.3	10	6.596	1.44		
	4.10	0.445	50.3	10	3.622	6.61	24.00	0.085%
D.A.#3								
D.A.#3-D.A.#4	0.48	0.445	18.3	10	6.596	1.41		
	4.58	0.445	50.5	10	3.614	7.37	24.00	0.106%
D.A.#4								
D.A.#4-D.A.#9	3.72	0.445	34.4	10	4.610	7.63		
	8.30	0.445	53.2	10	3.489	12.89	30.00	0.099%
D.A.#5								
D.A.#5-D.A.#6	3.69	0.445	41.8	10	4.083	6.70		
	3.69	0.445	42.0	10	4.071	6.68	24.00	0.087%
D.A.#6								
D.A.#6-D.A.#8	2.11	0.445	38.0	10	4.339	4.07		
	5.80	0.445	44.1	10	3.946	10.18	30.00	0.062%
D.A.#7								
D.A.#7-D.A.#8	1.04	0.445	26.2	10	5.426	2.51		
	1.04	0.445	44.3	10	3.935	1.82	18.00	0.030%
D.A.#8								
D.A.#8-D.A.#9	1.00	0.445	31.5	10	4.864	2.16		
	16.14	0.445	53.8	10	3.465	24.89	42.00	0.061%

FORMULA FOR INTENSITY  $I = \frac{b}{e} (T_c + d)$   
 USING THE RATIONAL METHOD, AS PER  
 "TXDOT BRIDGE HYDRAULIC MANUAL"

**TABLE IA**  
**FLOWRATE DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
D.A.#9								
D.A.#9-D.A.#12	2.22	0.445	30.3	10	4.982	4.92		
	18.36	0.445	55.6	10	3.388	27.68	42.00	0.076%
D.A.#10								
D.A.#10-D.A.#11	1.69	0.445	28.0	10	5.218	3.92		
	1.69	0.445	28.2	10	5.197	3.91	18.00	0.139%
D.A.#11								
D.A.#11-D.A.#12	2.11	0.445	24.3	10	5.658	5.31		
	3.80	0.445	29.8	10	5.034	8.51	24.00	0.142%
D.A.#12								
D.A.#12-D.A.#14	1.23	0.445	22.8	10	5.875	3.22		
	23.39	0.445	55.9	10	3.376	35.14	48.00	0.060%
D.A.#13								
D.A.#13-D.A.#14	0.55	0.445	20.5	10	6.221	1.52		
	0.55	0.445	20.7	10	6.190	1.51	18.00	0.021%
D.A.#14								
D.A.#14-D.A.#17	0.65	0.445	23.0	10	5.840	1.69		
	24.59	0.445	57.3	10	3.323	36.36	48.00	0.064%
D.A.#17								
D.A.#17-D.A.#18	0.78	0.445	24.7	10	5.606	1.95		
	29.24	0.445	57.6	10	3.310	43.06	48.00	0.048%
D.A.#15								
D.A.#15-D.A.#16	1.77	0.445	30.5	10	4.961	3.91		
	1.77	0.445	30.7	10	4.941	3.89	18.00	0.137%
D.A.#16								
D.A.#16-D.A.#18	2.1	0.445	31.8	10	4.840	4.52		
	3.87	0.445	59.1	10	3.252	5.60	24.00	0.061%
D.A.#18								
D.A.#18-OUTFALL	1.86	0.445	27.3	10	5.297	4.38		
	31.10	0.445	60.1	10	3.217	44.52	48.00	0.051%

FORMULA FOR INTENSITY

$I = \frac{a}{b}$

**TABLE I**  
**TIME OF CONCENTRATION DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#19	Overland & Gutter	0.445	119		13.2			328	0.4	13.7	26.9
D.A.#19-D.A.#20	Pipe Flow	0.445						36	3.0	0.2	27.1
D.A.#20	Overland & Gutter	0.445	119		13.2			335	0.4	14.0	27.2
D.A.#20-D.A.#21	Pipe Flow	0.445						419	3.0	2.3	29.5
D.A.#21	Overland & Gutter	0.445	119		13.2			296	0.4	12.3	25.6
D.A.#21-D.A.#22	Pipe Flow	0.445						65	3.0	0.4	29.9
D.A.#22	Overland & Gutter	0.445	119		13.2			486	0.4	20.3	33.5
D.A.#22-OUTFALL	Pipe Flow	0.445						135	3.0	0.8	34.2
D.A.#23	Overland & Gutter	0.445	119		13.2			435	0.4	18.1	31.3
D.A.#23-D.A.#24	Pipe Flow	0.445						35	3.0	0.2	31.5
D.A.#24	Overland & Gutter	0.445	119		13.2			466	0.4	19.4	32.6
D.A.#24-OUTFALL	Pipe Flow	0.445						139	3.0	0.8	33.4
D.A.#25	Overland & Gutter	0.445	119		13.2			393	0.4	16.4	29.6
D.A.#25-D.A.#26	Pipe Flow	0.445						39	3.0	0.2	29.8
D.A.#26	Overland & Gutter	0.445	119		13.2			401	0.4	16.7	29.9
D.A.#26-D.A.#27	Pipe Flow	0.445						235	3.0	1.3	31.2
D.A.#27	Overland & Gutter	0.445	119		13.2			401	0.4	16.7	29.9
D.A.#27-D.A.#28	Pipe Flow	0.445						38	3.0	0.2	31.4
D.A.#28	Overland & Gutter	0.445	119		13.2			391	0.4	16.3	29.5
D.A.#28-OUTFALL	Pipe Flow	0.445						138	3.0	0.8	32.2

USING THE RATIONAL METHOD, AS PER  
"TXDOT BRIDGE HYDRAULIC MANUAL" (Tc + d) e

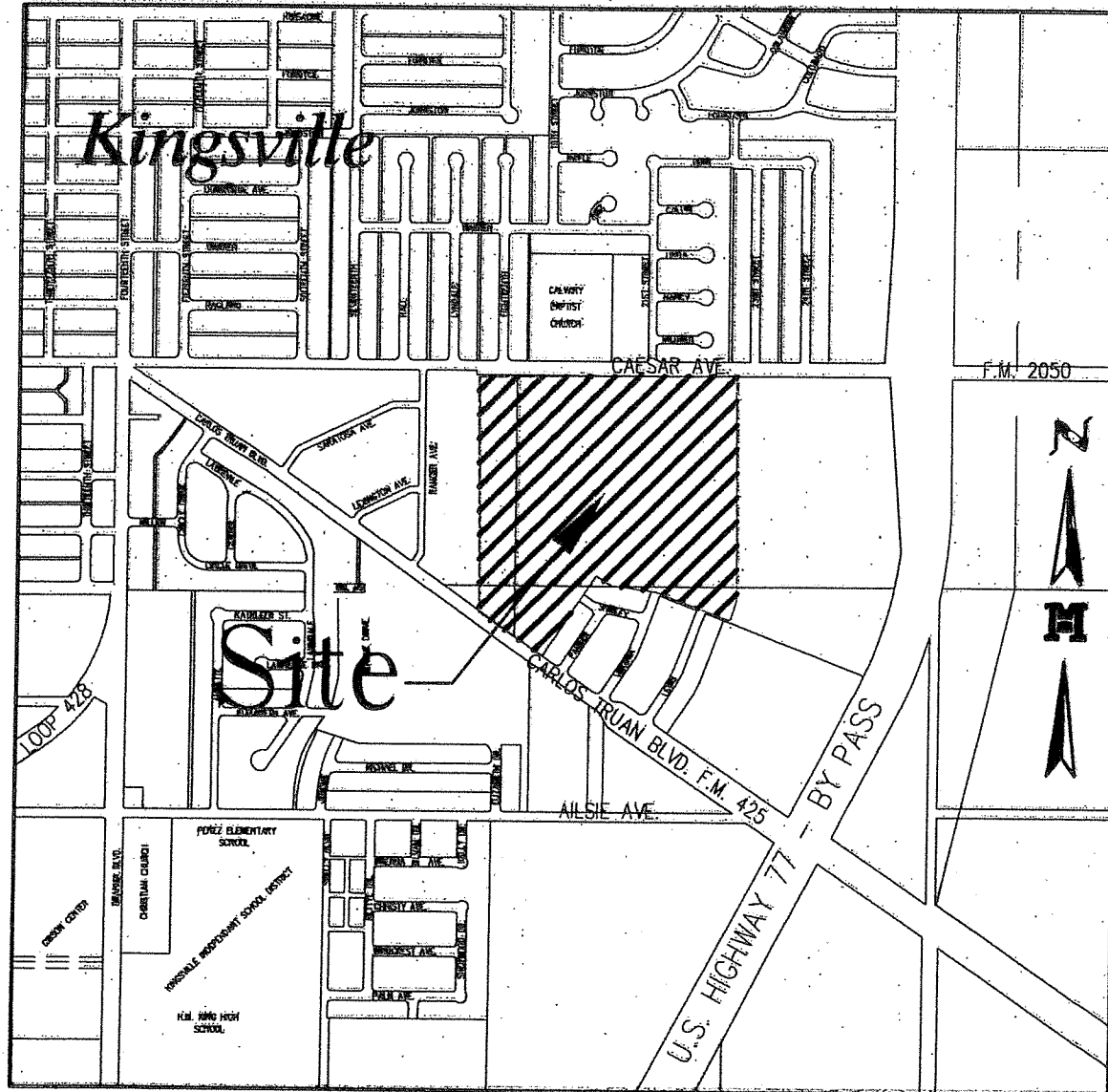
**TABLE IA**  
**FLOWRATE DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
D.A.#19	1.19	0.445	26.9	10	5.344	2.83		
D.A.#19-D.A.#20	1.19	0.445	27.1	10	5.321	2.82	18.00	0.072%
D.A.#20	1.19	0.445	27.2	10	5.311	2.81		
D.A.#20-D.A.#21	2.38	0.445	29.5	10	5.061	5.36	24.00	0.056%
D.A.#21	1.07	0.445	25.6	10	5.503	2.62		
D.A.#21-D.A.#22	3.45	0.445	29.9	10	5.024	7.71	24.00	0.116%
D.A.#22	2.09	0.445	33.5	10	4.691	4.36		
D.A.#22-OUTFALL	5.54	0.445	34.2	10	4.628	11.41	30.00	0.077%
D.A.#23	2.17	0.445	31.3	10	4.881	4.71		
D.A.#23-D.A.#24	2.17	0.445	31.5	10	4.863	4.70	18.00	0.200%
D.A.#24	2.82	0.445	32.6	10	4.764	5.98		
D.A.#24-OUTFALL	4.99	0.445	33.4	10	4.696	10.43	30.00	0.065%
D.A.#25	2.43	0.445	29.6	10	5.052	5.46		
D.A.#25-D.A.#26	2.43	0.445	29.8	10	5.030	5.44	24.00	0.058%
D.A.#26	1.6	0.445	29.9	10	5.018	3.57		
D.A.#26-D.A.#27	4.03	0.445	31.2	10	4.892	8.77	24.00	0.151%
D.A.#27	1.6	0.445	29.9	10	5.018	3.57		
D.A.#27-D.A.#28	5.63	0.445	31.4	10	4.872	12.20	30.00	0.089%
D.A.#28	2.43	0.445	29.5	10	5.060	5.47		
D.A.#28-OUTFALL	8.06	0.445	32.2	10	4.802	17.22	36.00	0.067%



# Jalisco Ranch Development

VICINITY MAP scale: 1"=1000'



## MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

115 W. McINTYRE  
EDINBURG, TX 78541  
PH: (956) 381-0981  
FAX: (956) 381-1839  
ESTABLISHED 1947

227 N. F.M. 3167  
RIO GRANDE CITY, TX 78162  
PH: (956) 467-8256  
FAX: (956) 466-8581  
[www.meldenandhunt.com](http://www.meldenandhunt.com)



12-00000  
Mineral File  
Topographic Chart

KINGVILLE EAST, TEX.  
 THE LARGEST & BEST  
 452-4641/15

400 1134 0 25-5075 WAS

17 080 000

FEET

27°30'

97°52'30"

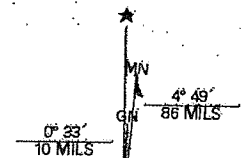
12 1 190 000 FEET

13

14

Produced by the United States Geological Survey  
 North American Datum of 1983 (NAD83)  
 World Geodetic System of 1984 (WGS84). Projection and  
 1 000-meter grid: Universal Transverse Mercator, Zone 14R  
 10 000-foot ticks: Texas Coordinate System of 1983  
 (south zone)

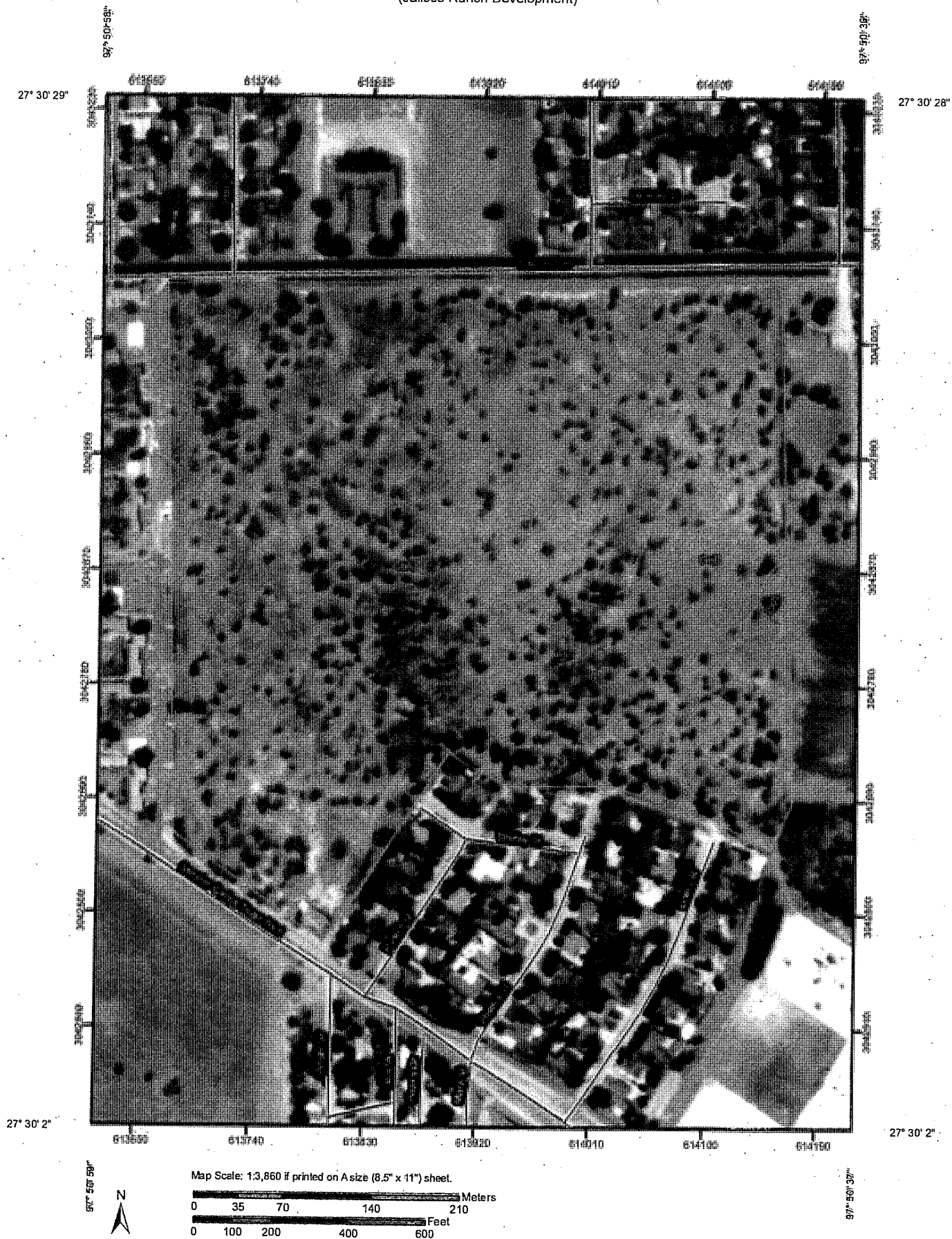
Imagery.....NAIP, April 2008  
 Roads.....US Census Bureau TIGER data  
 with limited USGS updates, 2008  
 Names.....GNIS, 2008  
 Hydrography.....National Hydrography Dataset, 1995  
 Contours.....National Elevation Dataset, 2005



UTM GRID AND 2010 MAGNETIC NORTH  
 DECLINATION AT CENTER OF SHEET

U.S. National Grid
100,000-m Square ID
PR
Grid Zone Designation
14R

Soil Map—Kenedy and Kleberg Counties, Texas  
(Jalisco Ranch Development)



## Water Features

This table gives estimates of various soil water features. The estimates are used in land use planning that involves engineering considerations.

*Hydrologic soil groups* are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The four hydrologic soil groups are:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas.

*Surface runoff* refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based on slope, climate, and vegetative cover. The concept indicates relative runoff for very specific conditions. It is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal. The classes are negligible, very low, low, medium, high, and very high.

The *months* in the table indicate the portion of the year in which a water table, ponding, and/or flooding is most likely to be a concern.

*Water table* refers to a saturated zone in the soil. The water features table indicates, by month, depth to the top (*upper limit*) and base (*lower limit*) of the saturated zone in most years. Estimates of the upper and lower limits are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors or mottles (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

*Ponding* is standing water in a closed depression. Unless a drainage system is installed, the water is removed only by percolation, transpiration, or evaporation. The table indicates *surface water depth* and the *duration* and *frequency* of ponding. Duration is expressed as *very brief* if less than 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days, and *very long* if more than 30 days. Frequency is expressed as none, rare, occasional, and frequent. *None* means that ponding is not probable; *rare* that it is unlikely but possible under unusual weather conditions (the chance of ponding is nearly 0 percent to 5 percent in any year); *occasional* that it occurs, on the average, once or less in 2 years (the chance of ponding is 5 to 50 percent in any year); and *frequent* that it occurs, on the average, more than once in 2 years (the chance of ponding is more than 50 percent in any year).

*Flooding* is the temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding; and water standing in swamps and marshes is considered ponding rather than flooding.

*Duration* and *frequency* are estimated. Duration is expressed as *extremely brief* if 0.1 hour to 4 hours, *very brief* if 4 hours to 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days, and *very long* if more than 30 days. Frequency is expressed as none, very rare, rare, occasional, frequent, and very frequent. *None* means that flooding is not probable; *very rare* that it is very unlikely but possible under extremely unusual weather conditions (the chance of flooding is less than 1 percent in any year); *rare* that it is unlikely but possible under unusual weather conditions (the chance of flooding is 1 to 5 percent in any year); *occasional* that it occurs infrequently under normal weather conditions (the chance of flooding is 5 to 50 percent in any year); *frequent* that it is likely to occur often under normal weather conditions (the chance of flooding is more than 50 percent in any year but is less than 50 percent in all months in any year); and *very frequent* that it is likely to occur very often under normal weather conditions (the chance of flooding is more than 50 percent in all months of any year).

The information is based on evidence in the soil profile, namely thin strata of gravel, sand, silt, or clay deposited by floodwater; irregular decrease in organic matter content with increasing depth; and little or no horizon development.

Also considered are local information about the extent and levels of flooding and the relation of each soil on the landscape to historic floods. Information on the extent of flooding based on soil data is less specific than that provided by detailed engineering surveys that delineate flood-prone areas at specific flood frequency levels.

## Report--Water Features

Water Features-- Kenedy and Kleberg Counties, Texas										
Map unit symbol and soil name	Hydrologic group	Surface runoff	Month	Water table		Ponding		Flooding		Frequency
				Upper limit	Lower limit	Surface depth	Duration	Frequency	Duration	
CKA--Clareville clay loam, 0 to 1 percent slopes				Fl	Fl	Fl				
Clareville	C	Low	Jan-Dec	—	—	—	—	None	—	—
CnA--Cranell sandy clay loam, 0 to 1 percent slopes										
Cranell	D	High	Jan-Dec	—	—	—	—	None	—	—
GeB--Gertrudis fine sandy loam, 0 to 3 percent slopes										
Gertrudis	B	Low	Jan-Dec	—	—	—	—	None	—	—

## Data Source Information

Soil Survey Area: Kenedy and Kleberg Counties, Texas  
 Survey Area Data: Version 11, Oct 27, 2009



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

4/18/2012  
Page 3 of 3

## MAP LEGEND

	Area of Interest (AOI)		Very Stony Spot
	Soils		Wet Spot
	Soil Map Units		Other
	Special Point Features		Special Line Features
	Blowout		Gully
	Borrow Pit		Short Steep Slope
	Clay Spot		Other
	Closed Depression		Political Features
	Gravel Pit		Cities
	Gravelly Spot		Water Features
	Landfill		Streams and Canals
	Lava Flow		Transportation
	Marsh or swamp		Rails
	Mine or Quarry		Interstate Highways
	Miscellaneous Water		US Routes
	Perennial Water		Major Roads
	Rock Outcrop		Local Roads
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		
	Spoil Area		
	Stony Spot		

## MAP INFORMATION

Map Scale: 1:3,860 if printed on A size (8.5" x 11") sheet.  
The soil surveys that comprise your AOI were mapped at 1:24,000.

**Warning:** Soil Map may not be valid at this scale.  
Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
Coordinate System: UTM Zone 14N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kenedy and Kleberg Counties, Texas  
Survey Area Data: Version 11, Oct 27, 2009

Date(s) aerial images were photographed: Data not available.

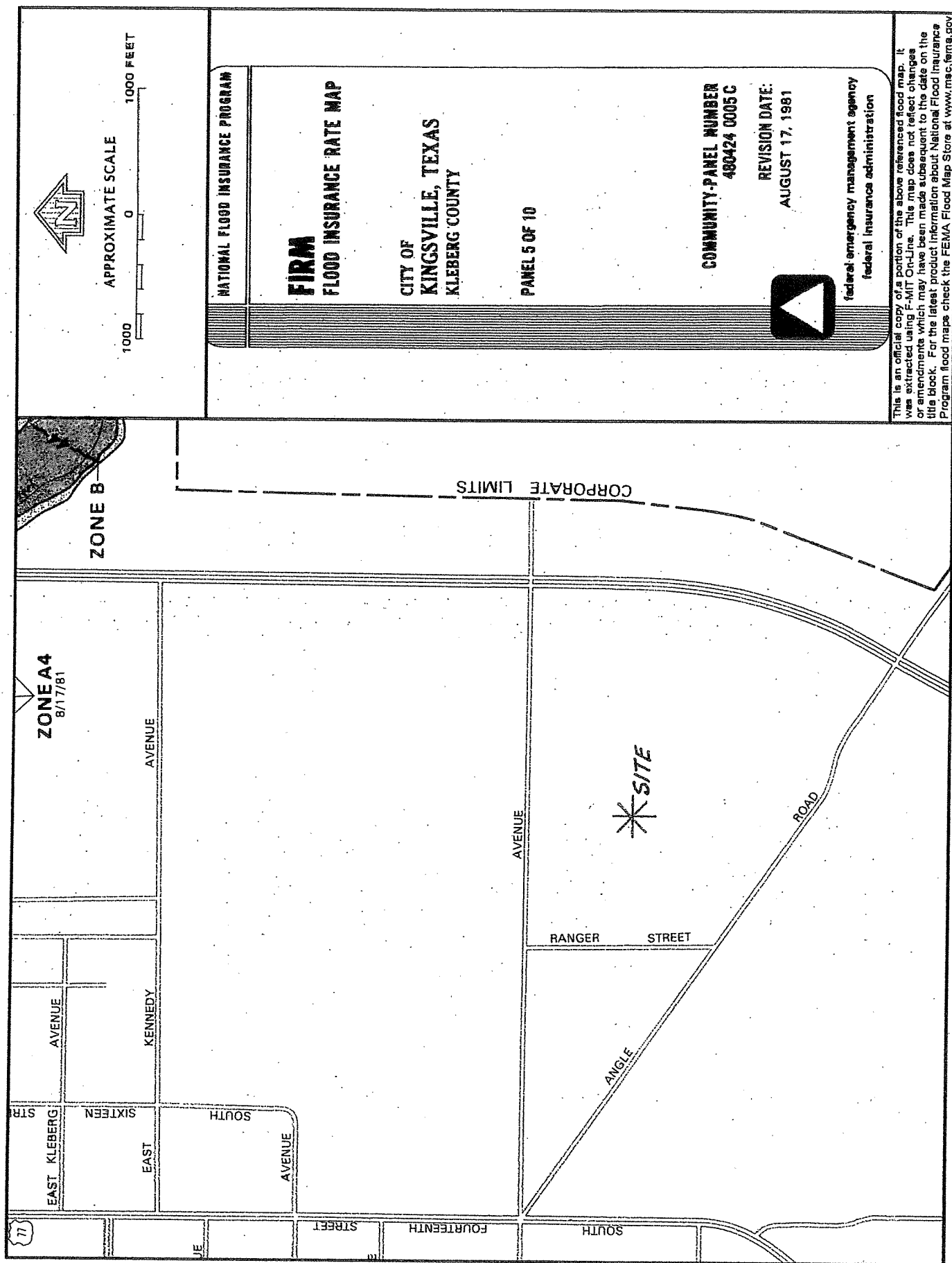
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

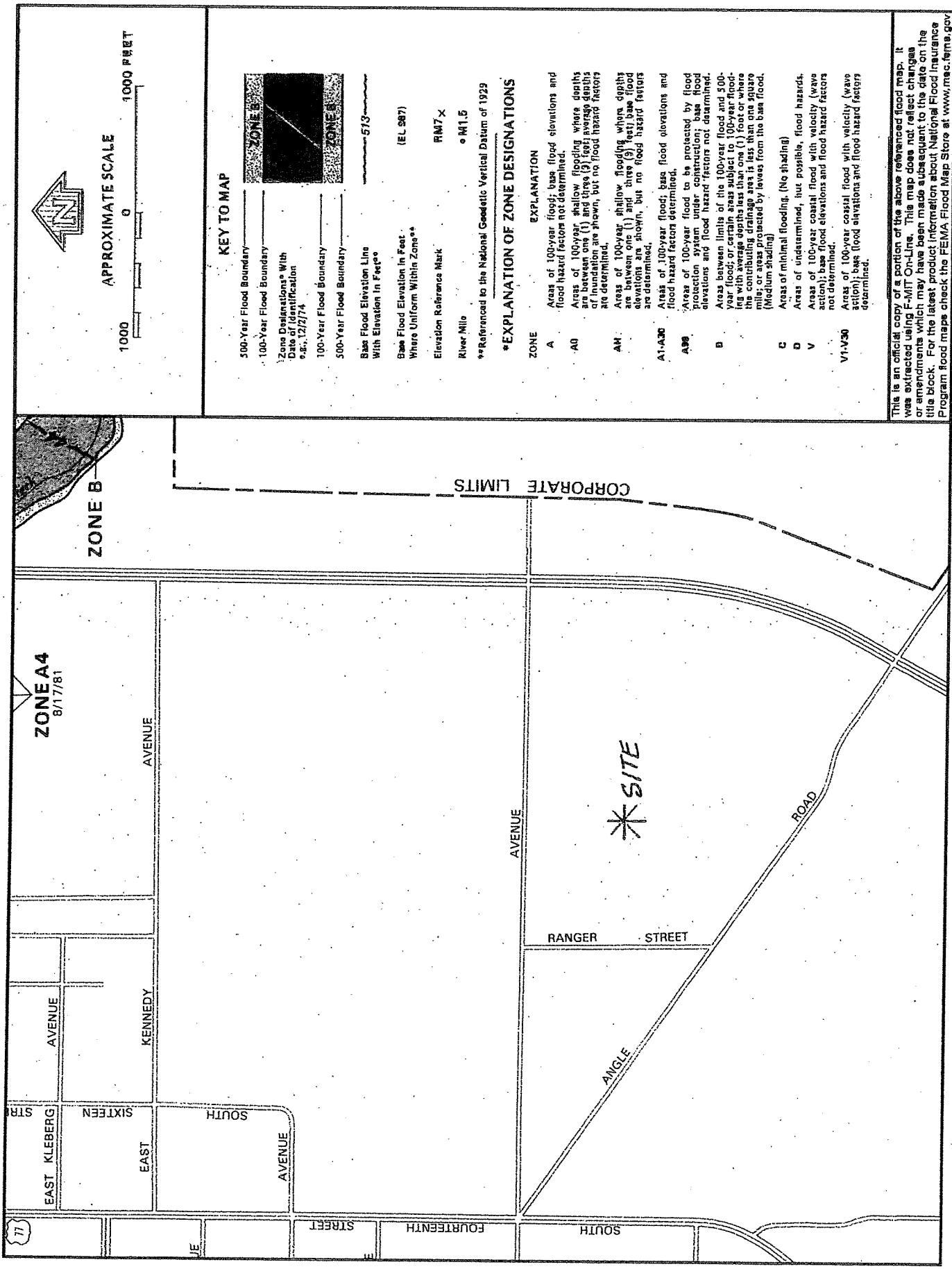


## Map Unit Legend

Kenedy and Kleberg Counties, Texas (TX613)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CkA	Clareville clay loam, 0 to 1 percent slopes	0.3	0.6%
CnA	Cranell sandy clay loam, 0 to 1 percent slopes	46.6	89.2%
GeB	Gertrudis fine sandy loam, 0 to 3 percent slopes	5.3	10.2%
Totals for Area of Interest		52.3	100.0%







This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. GF#1978007099

When Recorded Return to:  
Denise Bell  
Lawyers Title Company  
4131 N. Central Expressway, #450  
Dallas, TX 75204

### GENERAL WARRANTY DEED

THE STATE OF TEXAS       §  
                                     §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF   HARRIS       §

THAT THE UNDERSIGNED, **REDUS TX HOMES, LLC, a Delaware limited liability company**, ("Grantor"), whose address is 301 South College Street, Mail Code: MACD1053-04B, Charlotte, NC 28288, for and in consideration of the sum of TEN DOLLARS (\$10.00) paid to Grantor by **Zarsky Development Company, LLC, a Texas limited liability company** ("Grantee"), whose address is 1409 N. Main Street, McAllen, TX 78501 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain land located in Kleberg County, Texas, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to those matters disclosed on Exhibit "B" attached hereto (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Encumbrances, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Except for the warranties of the title contained herein, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including, without limitation, any and all improvements located thereon and/or comprising a part thereof). GRANTEE, BY ACCEPTANCE OF THIS GENERAL WARRANTY DEED, ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS SUCH PROPERTY AS IS AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, NO IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

All real and personal property taxes and assessments on the Property for the year 2013 have been prorated as of the effective date hereof, and by acceptance of this General Warranty Deed, Grantee assumes payment of all such taxes and assessments for the year 2013 and subsequent years.

EXECUTED as of the 24 day of February 2013, to be effective the 27 day of February, 2013.

REDUS TX HOMES, LLC,  
a Delaware limited liability company

By: REDUS Properties, Inc.,  
a Delaware corporation,  
as Sole Member

By: [Signature]  
Name: ROSS PRINTER  
Title: AVP

ACKNOWLEDGMENT

NC  
STATE OF ~~TEXAS~~

COUNTY OF Mecklenburg

This instrument was acknowledged before me on February 24<sup>th</sup>, 2013, by ROSS PRINTER acting as ASST. Vice Pres of REDUS Properties, Inc., a Delaware corporation, Sole Member of REDUS TX Homes, LLC, a Delaware limited liability company.

[Signature]  
Notary Name: JOANNE MARGOTT  
State of: NC  
County of: mecklenburg  
Expires: 6/8/13

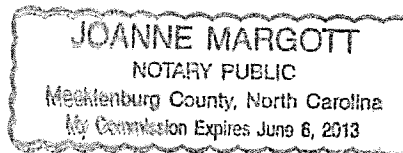


EXHIBIT A

Field Notes for a 52.09 ± acre tract of land out of Farm Lot 2, Farm Lot 3 and Farm Lot 7, Section 17, The Kleberg Town & Improvement Co., Kleberg County, Texas.

...X...

Being all that certain tract or parcel of land situated in Kleberg County, Texas, and being a part of Farm Lot 2, Farm Lot 3 and Farm Lot 7, Section 17, The Kleberg Town & Improvement Co., a subdivision to the said Kleberg County described by map or plat recorded in Envelope 18, Plat Cabinet 1, Map and Plat Records, Kleberg County, Texas, and being a part of those tracts of land conveyed by deeds to Yancy Hudson recorded in Volume 54, Pages 220-221 and in Volume 95, Pages 77-78, Deed Records, Kleberg County, Texas, more particularly described by metes and bounds as follows to wit:

BEGINNING at the Northeast corner of the aforementioned Farm Lot 2, said corner being in the South line of the 60 foot Right-of-Way of East Caesar Avenue, said corner being THE POINT OF BEGINNING and the Northeast corner of the tract herein described;

THENCE, with the East line of the aforementioned Farm Lot 2, SOUTH, a distance of 1380.00 feet to an iron rod found in the ground for a corner, said corner being the Southeast corner of the aforementioned Farm Lot 2, said corner being the Southeast corner of the tract herein described;

THENCE, with the South line of the aforementioned Farm Lot 2, WEST, a distance of 363.30 feet to an iron rod found in the ground for a corner, said corner being in the North line of Anglewood, said Anglewood being a subdivision described by plat recorded in Envelope 129, Plat Cabinet 1, Map and Plat Records, Kleberg County, Texas, said corner being an outer corner in the South line of the tract herein described;

THENCE, with the aforementioned North line of Anglewood subdivision, N. 68° 45' 18" W., a distance of 151.17 feet to an iron rod found in the ground for a corner, said corner being an inner corner in the South line of the tract herein described;

THENCE, continuing with the aforementioned North line of Anglewood subdivision, N. 81° 50' 21" W., a distance of 275.49 feet to an iron sanitary sewer manhole cover for a corner, said corner being an outer corner in the South line of the tract herein described;

THENCE, continuing with the aforementioned North line of Anglewood subdivision, N. 55° 52' 30" W., a distance of 110.00 feet to an iron sanitary sewer manhole cover for a corner, said corner being the Northwest corner of the aforementioned Anglewood subdivision, said corner being an inner corner in the South line of the tract herein described;

THENCE, with the West line of the aforementioned Anglewood subdivision, S. 34° 07' 30" W., a distance of 595.00 feet to an iron pipe set in concrete, found in the ground for a corner, said corner being the Southwest corner of the aforementioned Anglewood subdivision, said corner being in the North line of the 80 foot Right-of-Way of Senator Carlos Truan Boulevard, said corner being an outer corner in the South line of the tract herein described;

THENCE, with the aforementioned North Right-of-Way line of Senator Carlos Truan Boulevard, N. 55° 22' 54" W., a distance of 471.75 feet to an iron rod, set in concrete, found in the ground for a corner, said corner being the Southeast corner of a tract of land conveyed by deed to The United States of America recorded in Volume 99, Pages 169-172, Deed Records, Kleberg County, Texas, said corner being the Southwest corner of the tract herein described;

THENCE, with the East line of the aforementioned The United States Of America tract of land, N. 00° 04' 31" W. (at 68.95 feet pass the South line of the aforementioned Farm Lot 3), for a total distance of 1448.95 feet to an iron rod found in the ground for a corner, said corner being the Northeast corner of the aforementioned The United States of America tract of land, said corner being in the aforementioned South Right-of-Way line of East Caesar Avenue, said corner being in the North line of the aforementioned Farm Lot 3, said corner being the Northwest corner of the tract herein described;

THENCE, with the aforementioned North line of Farm Lot 3 and with the aforementioned South Right-of-Way line of East Caesar Avenue, EAST, (at 329.38 pass the Northeast corner of the aforementioned Farm Lot 3 same being the Northwest corner of the aforementioned Farm Lot 2), for a total distance of 1591.88 feet to RETURN TO AND CLOSE AT THE POINT OF BEGINNING, containing within said bounds 52.00 ± acres of land.

Exhibit "B"

- a. Shortages in Area
- b. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
- c. The standard printed exception as to waters, tidelands, beaches, streams and related matters.
- d. Right of Way dated August 29, 1941, from Yancy Hudson, et ux, to Nueces Electric Coop, recorded in Volume 139, Page 62, Deed Records, Kleberg County, Texas.:
- e. Right of Way to city of Kingsville, dated October 3, 1975, recorded in Volume 327, page 107, Deed Records, Kleberg County, Texas.
- f. 7.5' Utility Easement as shown on survey dated February 24, 2012 by Rios Surveying, LLC.
- g. Drain ditch located on the north property line as shown on survey dated February 24, 2012 by Rios Surveying, LLC.
- h. Mineral reservation contained in Deed dated May 8, 2007, from Grace Partnership to Landmark Valley Homes, Inc. recorded in Volume 362, Page 787, Official Records, Kleberg County, Texas..



FILE# 294078

VOL. 486 PAGE 388

FILED FOR RECORD

2013 MAR -1 PM 3:21

LEO ALARCON  
COUNTY CLERK KLEBERG COUNTY

BY [Signature]

**NORMA C. ISASSI**

Indexed

Compared

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

VOL. 486 PAGE 383

MAR 04 2013

DELIVERY DATE



[Signature]

**LEO ALARCON**  
COUNTY CLERK, KLEBERG COUNTY

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

**RETURN TO:**

**KLEBERG COUNTY TITLE**

**216 EAST KLEBERG**

**KINGSVILLE, TX78363**

---

**RECORDERS MEMORANDUM:**

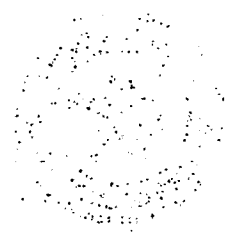
ALL OR PART OF A SOCIAL SECURITY NUMBER, IF CONTAINED IN THIS DOCUMENT, MAY HAVE BEEN REDACTED. TEX. GOV'T CODE SEC. 552.147(b) THE COUNTY CLERK MAY REACT A LIVING PERSON'S SOCIAL SECURITY NUMBER FROM ANY OR ALL DOCUMENTS CONTAINED FOR DISCLORE KLEBERG COUNTY.

870A62

288 126 PAGE 388

NOHMA C. 12221

288 126



THE UNIVERSITY OF CHICAGO PRESS  
545 EAST 57TH STREET  
CHICAGO, ILL. 60637

CITY OF KINGSVILLE PLANNING  
AND ZONING DIVISION MASTER  
APPLICATION

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

Project Address \_\_\_\_\_ Nearest Intersection Carlos Truan Blvd.  
(Proposed) Subdivision Name WILDWOOD TRAIL Lot \_\_\_\_\_ Block \_\_\_\_\_  
Legal Description: SEE ATTACHED  
Existing Zoning Designation R1-Single Family District Future Land Use Plan Designation R1-Single Family District

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

Applicant/Authorized Agent Melden & Hunt, Inc. Phone (956) 381-0981 FAX (956) 381-1839  
Email Address (for project correspondence only): f.kurth@meldenandhunt.com  
Mailing Address 115 W. McIntyre St. City Edinburg State TX Zip 78541  
Zarsky Development Company Phone (956) 686-5403 FAX (956) 686-3513  
Email Address (for project correspondence only): psteffy@zarsky.com  
Mailing Address P.O. Box 248 City McAllen State TX Zip 78505

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

<input type="checkbox"/> Annexation Request	No Fee	<input checked="" type="checkbox"/> Preliminary Plat	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA)	\$250.00	<input checked="" 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 Vacating	\$250.00
<input type="checkbox"/> SUP Request/Renewal	\$250.00	<input type="checkbox"/> Plat Development	\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA)	\$250.00	<input type="checkbox"/> Plat	\$100.00
<input type="checkbox"/> PUD Request	\$250.00	<input type="checkbox"/> Subdivision Variance Request	\$25.00 ea

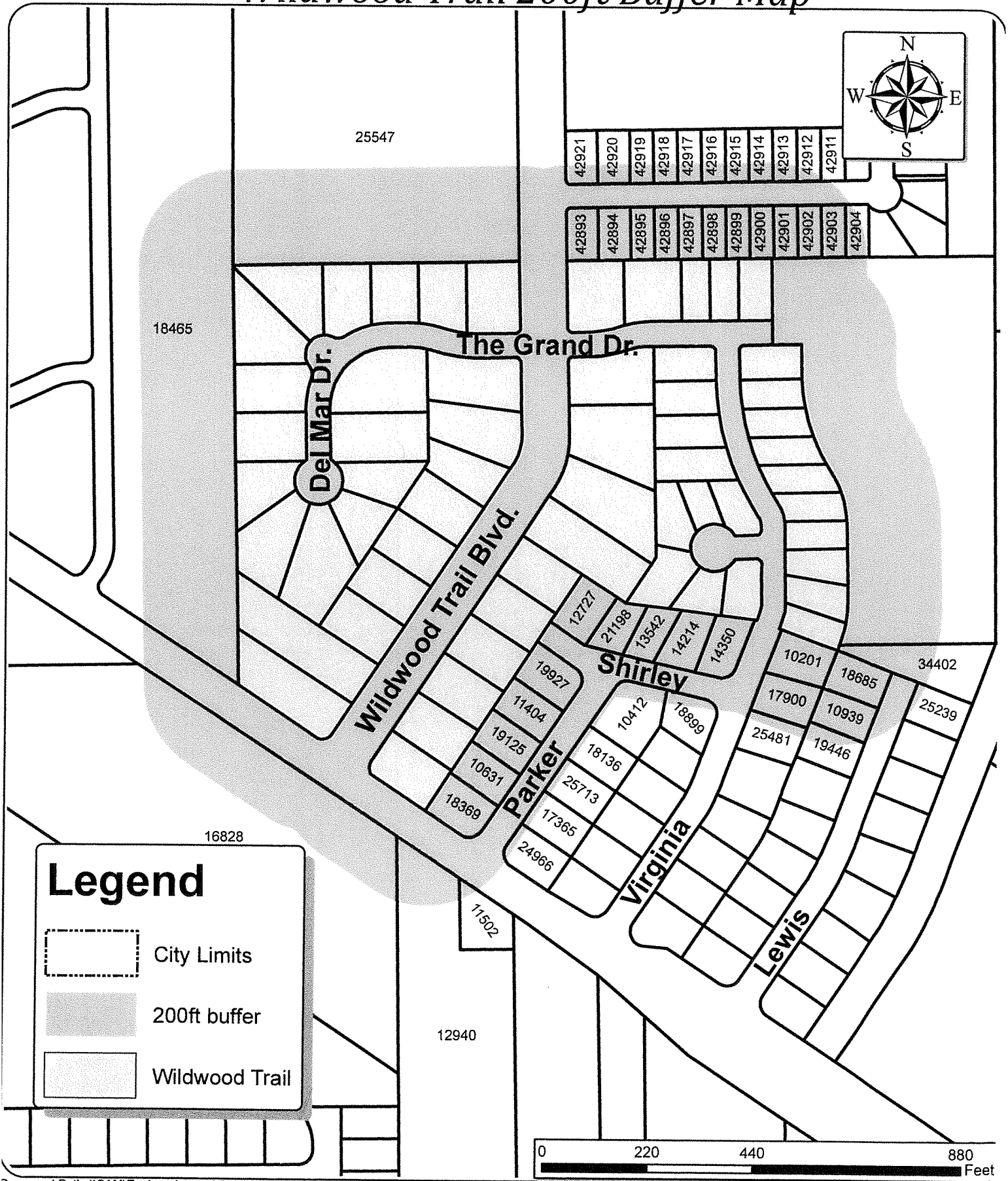
Please provide a basic description of the proposed project:

- ① The Estates at Wildwood Trail Phase II - 25 lots - 6.751 acres
- ② The Park at Wildwood Trail Phase II - 63 lots - 13.423 acres  
plus 4 lots  
for common area

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: 8/24/15  
Property Owner's Signature [Signature] Date: 8/24/15  
Accepted by: Aileen Barkner Date: 8/31/15

# Wildwood Trail 200ft Buffer Map



Document Path: \\SAM\Engineering and Public Works\Engineering\GIS Techs\MAPS\MAP\_DOCUMENTS\Arc\_City\_Address\_Assign\_Map\_8.5x11.mxd

Page  
1 / 1

Drawn By:  
Engineering Department

Last Update: 10/1/2015

Note:

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



**CITY OF KINGSVILLE**  
**ENGINEERING DEPARTMENT**  
200 East Kleberg  
Kingsville, Texas 78363  
Office: 361-595-8005  
Fax: 361-595-8035

ROYVE BUILDERS LLC  
917 PEREGRINE DR  
EDINBURG, TX 78542  
#42920

HBC HOLDING LTD  
PO BOX 4900  
SCOTTSDALE, AZ 85261  
#18465

KINGSVILLE AREA INDUSTRIAL  
635 E KING  
KINGSVILLE, TX 78363  
#34402

STIEFER JASON CLAYTON  
1506 LEWIS ST  
KINGSVILLE, TX 78363  
#25239

RAUCH WILLIAM B  
1505 LEWIS ST  
KINGSVILLE, TX 78363  
#18685

MORALES BRAULIO JR  
1509 LEWIS ST  
KINGSVILLE, TX 78363  
#10939

BENAVIDES ROEL V  
1513 LEWIS ST  
KINGSVILLE, TX 78363  
#19446

TURPIN BENJAMIN F  
1506 VIRGINIA ST  
KINGSVILLE, TX 78363  
#10201

YANDELL KENNETH  
1510 VIRGINIA ST  
KINGSVILLE, TX 78363  
#17900

LEWIS LINDSEY N  
1514 VIRGINIA ST  
KINGSVILLE, TX 78363  
#25481

VENECIA FAMILY TRUST  
1513 VIRGINIA ST  
KINGSVILLE, TX 78363  
#18899

WHEELER JERI LYN ETAL  
P O BOX 165  
MOORE, TX 78057  
#10412

WOOD LOUIS H  
1506 PARKER ST  
KINGSVILLE, TX 78363  
#18136

LOPEZ HECTOR L  
1510 PARKER ST  
KINGSVILLE, TX 78363  
#25713

MEDRANO GENARO L  
1514 PARKER ST  
KINGSVILLE, TX 78363  
#17365

ESBERTO MARIA C S  
PO BOX 8249  
LA PUENTE, CA 91748  
#24966

WRIGHTS RV PARK LLC  
881 E COUNTY ROAD 2198  
KINGSVILLE, TX 78363  
#11502

WRIGHTS RV PARK LLC  
881 E COUNTY ROAD 2198  
KINGSVILLE, TX 78363  
#12940

GHRAOWI FAMILY INVESTMENTS  
204 SHORE DR  
PORTLAND, TX 78374  
#16828

KTIRI-IDRISSI NAGUIB  
10225 TWINLAKE LOOP  
DRIPPING SPRINGS, TX 78620  
#18369

NIELSEN BEVERLY ANNE EST  
7602 COLD SPRINGS DR  
CORPUS CHRISTI, TX 78413  
#10631

CANN EDWIN  
5042 AL THEIS ST  
BISHOP, TX 78343  
#19125

GARZA ROLANDO RENE  
1505 PARKER ST  
KINGSVILLE, TX 78363  
#11404

HINES SCOTT  
14706 CALAMITY DRIVE  
CORPUS CHRISTI, TX 78410  
#19927

REAGAN WILLIAM M  
1208 EBBTIDE CV  
COLLEGE STA, TX 77845  
#12727

SZTEITER ROBERT F  
1612 SHIRLEY ST  
KINGSVILLE, TX 78363  
#21198

PRECKWINKLE DARLA  
1616 SHIRLEY ST  
KINGSVILLE, TX 78363  
#13542

ZAVALA ROBERTO  
PO BOX 1069  
KINGSVILLE, TX 78364  
#14214

PEREZ JOSEPH L  
1624 SHIRLEY ST  
KINGSVILLE, TX 78363  
#14350

**TABLE I**  
**TIME OF CONCENTRATION DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH (FT.)	GRADE (%)	LENGTH (FT.)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#9	Overland & Gutter	0.445	189		21.0			223	0.4	9.3	30.3
D.A.#9-D.A.#12	Pipe Flow	0.445						333	3.0	1.9	55.6
D.A.#10	Overland & Gutter	0.445	143		15.9			291	0.4	12.1	28.0
D.A.#10-D.A.#11	Pipe Flow	0.445						35	3.0	0.2	28.2
D.A.#11	Overland & Gutter	0.445	84		9.3			360	0.4	15.0	24.3
D.A.#11-D.A.#12	Pipe Flow	0.445						282	3.0	1.6	29.8
D.A.#12	Overland & Gutter	0.445	141		15.7			170	0.4	7.1	22.8
D.A.#12-D.A.#14	Pipe Flow	0.445						52	3.0	0.3	55.9
D.A.#13	Overland & Gutter	0.445	139		15.4			121	0.4	5.0	20.5
D.A.#13-D.A.#14	Pipe Flow	0.445						35	3.0	0.2	20.7
D.A.#14	Overland & Gutter	0.445	141		15.7			176	0.4	7.3	23.0
D.A.#14-D.A.#17	Pipe Flow	0.445						242	3.0	1.3	57.3
D.A.#17	Overland & Gutter	0.445	142		15.8			215	0.4	9.0	24.7
D.A.#17-D.A.#18	Pipe Flow	0.445						63	3.0	0.4	57.6
D.A.#15	Overland & Gutter	0.445	140		15.6			359	0.4	15.0	30.5
D.A.#15-D.A.#16	Pipe Flow	0.445						36	3.0	0.2	30.7
D.A.#16	Overland & Gutter	0.445	141		15.7			387	0.4	16.1	31.8
D.A.#16-D.A.#18	Pipe Flow	0.445						273	3.0	1.5	59.1
D.A.#18	Overland & Gutter	0.445	140		15.6			282	0.4	11.8	27.3
D.A.#18-OUTFALL	Pipe Flow	0.445						172	3.0	1.0	60.1

FORMULA FOR TIME OF CONCENTRATION

$T_c = \frac{L}{V}$

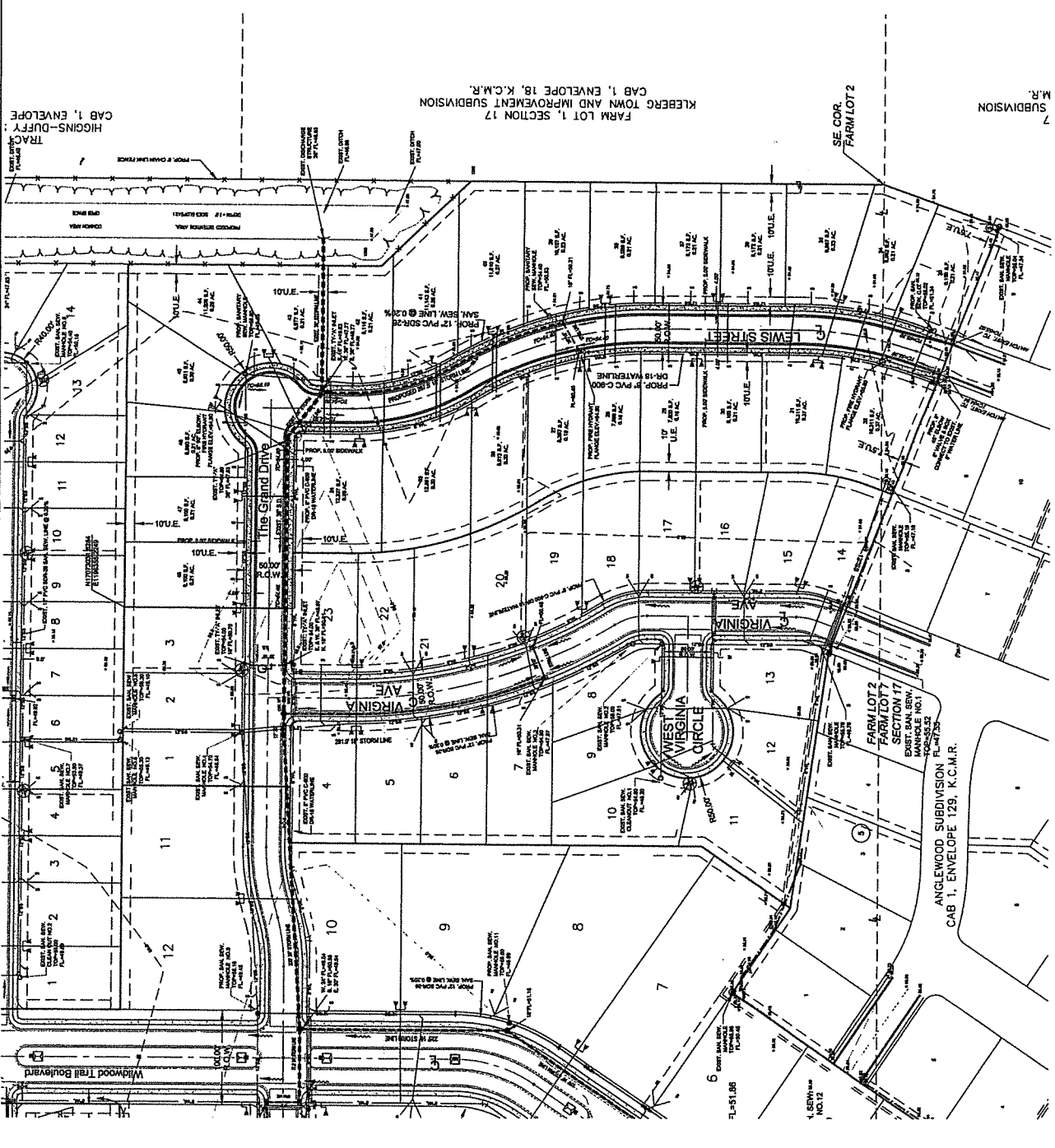


THE ESTATES PHASE 2  
UTILITY LAYOUT

Wildwood Trail  
DEVELOPMENT  
KINGSVILLE, TEXAS



RECEIVED DATE 2-15-11	1. PM	SCALE:	1 x 100
DESIGNED BY: J. F. Z.	DESIGNED BY: J. F. Z.	DESIGNED BY: J. F. Z.	DESIGNED BY: J. F. Z.

[illegible]



# **AGENDA ITEM #16**

To: Courtney Alvarez, Interim City Manager

From: Tom Ginter, Director of Planning and Development Services

TG

Date: October 30, 2015

Subject: Preliminary and Final Plat for The Estates at Wildwood Trail Phase II (25) lots 6.751 acres located at KT & I Co. Block 17, Lot PT 2,3 PT 7, acres 19.786 also known as Wildwood Trail Subdivision.

As you know there are three developments within the Wildwood Trail Subdivision. The three are The Grand, The Estates and The Park. Presented to the Planning and Zoning Commission were Phase II for The Estate and The Park. This agenda item just covers the commission's action pertaining to The Park. The Development Review Team has reviewed the plans and have no problem with them. One question asked was if Lewis Street was going to open in this phase and the answer was yes. It was also mentioned that the ditch on Cesar Street has functioned properly when Kingsville has had heavy rains. **The motion was made and seconded to approve the preliminary plat and final plat of The Estates at Wildwood Trail Phase II. All were in favor.**

The City Commission should be aware that the next agenda item, the submittal of the Preliminary and Final Plat for The Park was tabled. It was tabled because the Planning and Zoning Commission did not have a plat titled Final Plat in front of them. While it would be the same plat the words Final Plat were not on it. The Estate plat was in the same position but the Planning and Zoning Commission did not go back to address that item. I have since called Melden and Hunt about this and they are sending me the appropriate documents. It is also likely that the Planning and Zoning Chairman Steve Zamora may be present for the commission meeting and request that the City Commission table the item pertaining to The Estates.

To: Planning and Zoning Commission Members

From: Tom Ginter, Director of Planning and Development Services

TG

Date: October 16, 2015

Subject: Agenda Item #1 and Agenda Item #2

Item#1 and #2:

Enclosed is the preliminary and final plat for The Estates at Wildwood Trail Phase II and the preliminary and final plat of The Park at Wildwood Trail Phase II. These are separate agenda items but since they are a part of the same subdivision, I decided to write one memo.

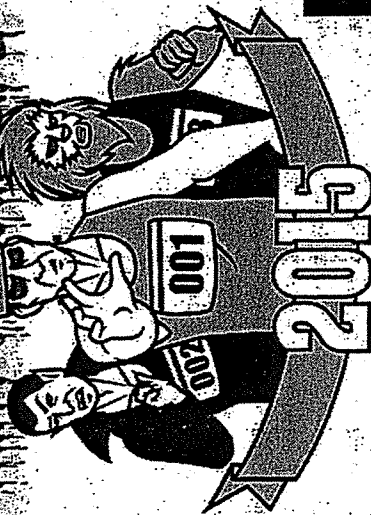
The development review team has reviewed the plans for both phases and have no problems with them.

As you know there are homes being built right now in this subdivision. Also enclosed is a drainage report that was revised in August of 2015.

Staff recommends approval of the preliminary and final plat for both phases submitted to the Planning and Zoning Commission.

Item # 1 - ~~Approved~~  
Approved

# FIRST ANNUAL RUN FOR YOUR LIFE



## 5K RUN/WALK

A DRUG FREE, FAMILY EVENT

### AGES:

12+ ELIGIBLE FOR 5K

-12 CAN RUN THE KIDS RUN

### REGISTRATION:

\$25 FOR 5K RUN

\$5 FOR KIDS RUN

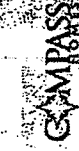
FREE T-SHIRT TO FIRST 50 PAID ENTRIES

### PRIZES:

1ST, 2ND, 3RD PLACE  
IN ALL AGE CATEGORIES

BEST COSTUME (ADULT &  
TEEN CHILD)

DICK HOUSE  
BURGERS



WHEN:  
**SATURDAY, OCTOBER 24**  
WHERE:  
**DICK KLEBERG PARK**

TIME:  
**KIDS RUN AT 5:00PM**  
**5K STARTS AT 5:15PM**  
**COSTUME CONTEST: @ 4:45PM**

★ IN CASE OF RAIN OUT ★

Date: October 31  
7:30am sign in  
Kids Race 8:00am, 5k 8:30am  
Rain Out will be announced  
October 24 on Parks FB Page

PLEASE JOIN US AFTER  
FOR A MOVIE AT THE PARK!

**HOTEL  
PENNSYLVANIA**

POPCORN BAR \$3  
CONCESSION STAND WILL BE  
AVAILABLE

## PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, October 21, 2015 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:

Zarsky Development Company, owner Melden & Hunt, Inc., agent - Requesting the approval of preliminary and final plats of The Estates at Wildwood Trail Phase II (25 lots) 6.751 acres and The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.

Santos Benavidez, owner, Matthew Martinez, agent - Requesting a special use permit to operate a tattoo shop located at ORIG TOWN, BLOCK 23, LOT 14-16, (ECON-O-WASH) (ECON-O-WASH) also known as 429 N. 9th Street currently zoned as C1 (Neighborhood Services).

Jesse Irene M Est, owner, Steve Overgaard, agent - Requesting a special use permit to start construction for an Enterprise Rent A Car located at JESSE 2, LOT 8, ACRES 0.88 also known as HWY 77 currently zoned as C2 (Retail). The meeting will be held at City Hall, 200 East Kleberg, in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

## PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, November 9, 2015 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:

Zarsky Development Company, owner Melden & Hunt, Inc., agent - Requesting the approval of preliminary and final plats of The Estates at Wildwood Trail Phase II (25 lots) 6.751 acres and The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.

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10-21-15

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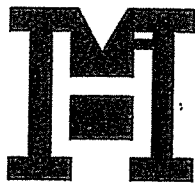
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TBPE Firm # F-1435  
TBPLS # 10096900

# MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS  
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERT TAMEZ

## Wildwood Trail Development

Formerly: Jalisco Ranch Development

### DRAINAGE STATEMENT

Job No. 12038 Date: June 27, 2012 rev: 8/12/15

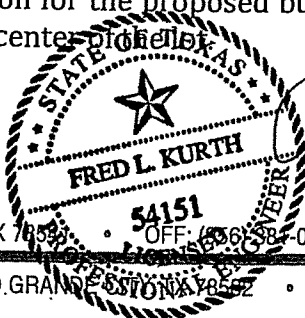
**Wildwood Trail DEVELOPMENT** is a 52.61-acre tract of land, out of Farm Lot 2, 3 and 7, Section 17, Kleberg Town and Improvement Subdivision, recorded in Cabinet 1, Envelope 18, Kleberg County Map Records. The property is located on the north side of Carlos Truan Boulevard (F.M. 425), approximately 1,600 feet northwest of U.S. Highway 77. Said property is currently open land, with a proposed future residential use. This subdivision is in zone "C" (no shading) on FEMA's Flood Insurance Rate Map Community Panel No. 480424 0005 C, map revised August 17, 1981. Zone "C" (no shading) is defined as areas of minimal flooding.

The soils are Clareville Clay Loam, Cranell Sandy Clay Loam and Gertrudis Fine Sandy Loam, which are in Hydrologic Groups "C", "D" and "B", respectively. Group "C" soils have a slow infiltration rate when thoroughly wet, Group "D" soils have a very slow infiltration rate (high runoff potential) when thoroughly wet, Group "B" soils have a moderate infiltration rate when thoroughly wet. (See excerpts from the USDA "Web Soil Survey of Kleberg County, Texas" -[www.websoilsurvey.nrcs.usda.gov](http://www.websoilsurvey.nrcs.usda.gov)).

Existing runoff is in an easterly direction, and is of 11.58 c.f.s. during the 10-year storm frequency as per attached calculations.

In accordance with the City of Kingsville Drainage District policies, the peak post construction rate of runoff will not be increased during the 25-year rainfall event due to the improvements in this subdivision. Therefore, as per attached calculations, 310,748 cubic feet of detention (7.13 Ac-Ft.) are required. Detention will be accomplished within a proposed detention ditch located at the east side of this development. Said detention ditch has a trapezoidal shape, with sides slope of 3:1, a depth of 7 feet and a storage capacity of 311,299 c.f. approximately (see map). Runoff from the streets and excess runoff from the lots is collected by curb inlets located at specific points, and is discharged into said detention ditch via pipes that range from 18 to 48 inches in diameter. The proposed detention ditch discharges into the existing drain ditch located at the north side of this development (south side of Carlos Truan Blvd. F.M. 425), via a 36-inch pipe. The northwest and northeast parts of this project discharge into said existing drain ditch via 24-inch pipes (see plan attached herewith).

The finished floor elevation for the proposed buildings shall be 18 inches above the top of curb, measured from the center of the lot.



*Fred L. Kurth* B-12-15  
Fred L. Kurth, P.E. #54151

115 W. MCINTYRE • EDINBURG, TX 78541 • OFF: (956) 381-0981 • FAX: (956) 381-1839 • [www.meldenandhunt.com](http://www.meldenandhunt.com)

227 N. FM 3167 • RIO GRANDE, TEXAS 78252 • OFF: (956) 487-8256 • FAX: (956) 488-8591

# DRAINAGE REPORT

PROJECT NAME: **Jalisco Ranch Development**

PROJECT NUMBER: 12038

DATE: April 18, 2012

6/27/2012 Revised

## I. Existing Condition-10 year

Ex. Area: 2,291,648.42 sf  
 52.61 ac  
 Imp. Area: 0.00 sf  
 % Imp.: 0.00  
 Slope: 0.19%  
 tc: 377.50 min  
 Rainfall Intensity (10yr): 0.855 in/hr  
 c factor (from Nomograph): 0.257  
 Q peak existing condition: 11.58 cfs

Int. Coeff. "k": 0.491 Table 3-2  
 Kp: 3.28  
 Length: 1590 ft  
 Velocity: 0.070199 ft/sec  
 SCS Curve Number: 80

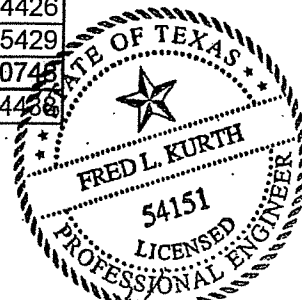
## II. Future Condition-25 year

Future area: 2,291,648.42 sf  
 52.61 ac  
 Estimated Imp. Area: 790,656 sf  
 % Imp.: 0.35  
 Slope: 0.19%  
 tc: 58.00 min  
 Rainfall Intensity (25yr): 3.272 in/hr  
 c factor (from Nomograph): 0.445  
 Q future cond. =  $Aci = i^* = 23.4093687$  i

SCS Curve Number: 86  
 0.44

time min.	time hour	I in/hr	Qin cfs	Vin cf	Qout cfs	Vout cf	REQ'D V cf
5	0.08	12.69	297.04	89112	11.58	3475	85637
10	0.17	10.01	234.42	140653	11.58	6951	133702
15	0.25	8.36	195.75	176174	11.58	10426	165748
20	0.33	7.23	169.20	203044	11.58	13902	189142
25	0.42	6.40	149.75	224625	11.58	17377	207247
30	0.50	5.76	134.79	242624	11.58	20853	221772
35	0.58	5.25	122.88	258039	11.58	24328	233711
40	0.67	4.83	113.16	271586	11.58	27803	243783
45	0.75	4.49	105.04	283602	11.58	31279	252323
50	0.83	4.19	98.16	294466	11.58	34754	259712
60	1.00	3.72	87.08	313498	11.58	41705	271793
90	1.50	2.82	66.11	356984	11.58	62558	294426
120	2.00	2.31	54.01	388839	11.58	83410	305429
180	3.00	1.72	40.36	435864	11.58	125115	310745
240	4.00	1.40	32.73	471259	11.58	166820	304488

Storage Required: 310,748 cf  
 Storage Required: 7.134 Ac.-Ft.  
 w/ release rate of: 11.58 cfs  
 Storage / Ac. Development: 0.136 Ac.Ft. per Ac.



*Fred L. Kurth*  
 6-27-12

**TABLE I**  
**TIME OF CONCENTRATION DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
Existing	Overland	0.257	1590		377.5						377.5
D.A.#1	Overland & Gutter	0.445									
D.A.#1-D.A.#2	Pipe Flow	0.445	300		33.3			400	0.4	16.7	50.0
								28	3.0	0.2	50.2
D.A.#2	Overland & Gutter	0.445									
D.A.#2-D.A.#3	Pipe Flow	0.445	15		1.7			400	0.4	16.7	18.3
								27	3.0	0.2	50.3
D.A.#3	Overland & Gutter	0.445									
D.A.#3-D.A.#4	Pipe Flow	0.445	15		1.7			400	0.4	16.7	18.3
								28	3.0	0.2	50.5
D.A.#4	Overland & Gutter	0.445									
D.A.#4-D.A.#9	Pipe Flow	0.445	160		17.8			400	0.4	16.7	34.4
								498	3.0	2.8	53.2
D.A.#5	Overland & Gutter	0.445									
D.A.#5-D.A.#6	Pipe Flow	0.445	191		21.2			494	0.4	20.6	41.8
								35	3.0	0.2	42.0
D.A.#6	Overland & Gutter	0.445									
D.A.#6-D.A.#8	Pipe Flow	0.445	191		21.2			402	0.4	16.8	38.0
								377	3.0	2.1	44.1
D.A.#7	Overland & Gutter	0.445									
D.A.#7-D.A.#8	Pipe Flow	0.445	160		17.8			202	0.4	8.4	26.2
								35	3.0	0.2	44.3
D.A.#8	Overland & Gutter	0.445									
D.A.#8-D.A.#9	Pipe Flow	0.445	205		22.8			210	0.4	8.8	31.5
								99	3.0	0.6	53.8

FORMULA FOR TIME OF CONCENTRATION  
USING THE RATIONAL METHOD, AS PER  
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$T_c = \frac{L}{(V \times 60)}$$



**TABLE IA**  
**FLOWRATE DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
Existing	52.61	0.257	377.5	10	0.844	11.44		
D.A.#1								
D.A.#1-D.A.#2	3.61	0.445	50.0	10	3.636	5.84		
	3.61	0.445	50.2	10	3.629	5.83	24.00	0.067%
D.A.#2								
D.A.#2-D.A.#3	0.49	0.445	18.3	10	6.596	1.44		
	4.10	0.445	50.3	10	3.622	6.61	24.00	0.085%
D.A.#3								
D.A.#3-D.A.#4	0.48	0.445	18.3	10	6.596	1.41		
	4.58	0.445	50.5	10	3.614	7.37	24.00	0.106%
D.A.#4								
D.A.#4-D.A.#9	3.72	0.445	34.4	10	4.610	7.63		
	8.30	0.445	53.2	10	3.489	12.89	30.00	0.099%
D.A.#5								
D.A.#5-D.A.#6	3.69	0.445	41.8	10	4.083	6.70		
	3.69	0.445	42.0	10	4.071	6.68	24.00	0.087%
D.A.#6								
D.A.#6-D.A.#8	2.11	0.445	38.0	10	4.339	4.07		
	5.80	0.445	44.1	10	3.946	10.18	30.00	0.062%
D.A.#7								
D.A.#7-D.A.#8	1.04	0.445	26.2	10	5.426	2.51		
	1.04	0.445	44.3	10	3.935	1.82	18.00	0.030%
D.A.#8								
D.A.#8-D.A.#9	1.00	0.445	31.5	10	4.864	2.16		
	16.14	0.445	53.8	10	3.465	24.89	42.00	0.061%

FORMULA FOR INTENSITY  
USING THE RATIONAL METHOD, AS PER  
"TXDOT BRIDGE HYDRAULIC MANUAL"

$$I = \frac{b}{T_c + d} e$$

**TABLE IA**  
**FLOWRATE DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
D.A.#9	2.22	0.445	30.3	10	4.982	4.92		
D.A.#9-D.A.#12	18.36	0.445	55.6	10	3.388	27.68	42.00	0.076%
D.A.#10	1.69	0.445	28.0	10	5.218	3.92		
D.A.#10-D.A.#11	1.69	0.445	28.2	10	5.197	3.91	18.00	0.139%
D.A.#11	2.11	0.445	24.3	10	5.658	5.31		
D.A.#11-D.A.#12	3.80	0.445	29.8	10	5.034	8.51	24.00	0.142%
D.A.#12	1.23	0.445	22.8	10	5.875	3.22		
D.A.#12-D.A.#14	23.39	0.445	55.9	10	3.376	35.14	48.00	0.060%
D.A.#13	0.55	0.445	20.5	10	6.221	1.52		
D.A.#13-D.A.#14	0.55	0.445	20.7	10	6.190	1.51	18.00	0.021%
D.A.#14	0.65	0.445	23.0	10	5.840	1.69		
D.A.#14-D.A.#17	24.59	0.445	57.3	10	3.323	36.36	48.00	0.064%
D.A.#17	0.78	0.445	24.7	10	5.606	1.95		
D.A.#17-D.A.#18	29.24	0.445	57.6	10	3.310	43.06	48.00	0.048%
D.A.#15	1.77	0.445	30.5	10	4.961	3.91		
D.A.#15-D.A.#16	1.77	0.445	30.7	10	4.941	3.89	18.00	0.137%
D.A.#16	2.1	0.445	31.8	10	4.840	4.52		
D.A.#16-D.A.#18	3.87	0.445	59.1	10	3.252	5.60	24.00	0.061%
D.A.#18	1.86	0.445	27.3	10	5.297	4.38		
D.A.#18-OUTFALL	31.10	0.445	60.1	10	3.217	44.52	48.00	0.051%

FORMULA FOR INTENSITY

$$I = \frac{a}{b}$$

TABLE I  
TIME OF CONCENTRATION DETERMINATION  
Jalisco Ranch Development

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/ID. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#19	Overland & Gutter	0.445	119		13.2			328	0.4	13.7	26.9
D.A.#19-D.A.#20	Pipe Flow	0.445						36	3.0	0.2	27.1
D.A.#20	Overland & Gutter	0.445	119		13.2			335	0.4	14.0	27.2
D.A.#20-D.A.#21	Pipe Flow	0.445						419	3.0	2.3	29.5
D.A.#21	Overland & Gutter	0.445	119		13.2			296	0.4	12.3	25.6
D.A.#21-D.A.#22	Pipe Flow	0.445						65	3.0	0.4	29.9
D.A.#22	Overland & Gutter	0.445	119		13.2			486	0.4	20.3	33.5
D.A.#22-OUTFALL	Pipe Flow	0.445						135	3.0	0.8	34.2
D.A.#23	Overland & Gutter	0.445	119		13.2			435	0.4	18.1	31.3
D.A.#23-D.A.#24	Pipe Flow	0.445						35	3.0	0.2	31.5
D.A.#24	Overland & Gutter	0.445	119		13.2			466	0.4	19.4	32.6
D.A.#24-OUTFALL	Pipe Flow	0.445						139	3.0	0.8	33.4
D.A.#25	Overland & Gutter	0.445	119		13.2			393	0.4	16.4	29.6
D.A.#25-D.A.#26	Pipe Flow	0.445						39	3.0	0.2	29.8
D.A.#26	Overland & Gutter	0.445	119		13.2			401	0.4	16.7	29.9
D.A.#26-D.A.#27	Pipe Flow	0.445						235	3.0	1.3	31.2
D.A.#27	Overland & Gutter	0.445	119		13.2			401	0.4	16.7	29.9
D.A.#27-D.A.#28	Pipe Flow	0.445						38	3.0	0.2	31.4
D.A.#28	Overland & Gutter	0.445	119		13.2			391	0.4	16.3	29.5
D.A.#28-OUTFALL	Pipe Flow	0.445						138	3.0	0.8	32.2

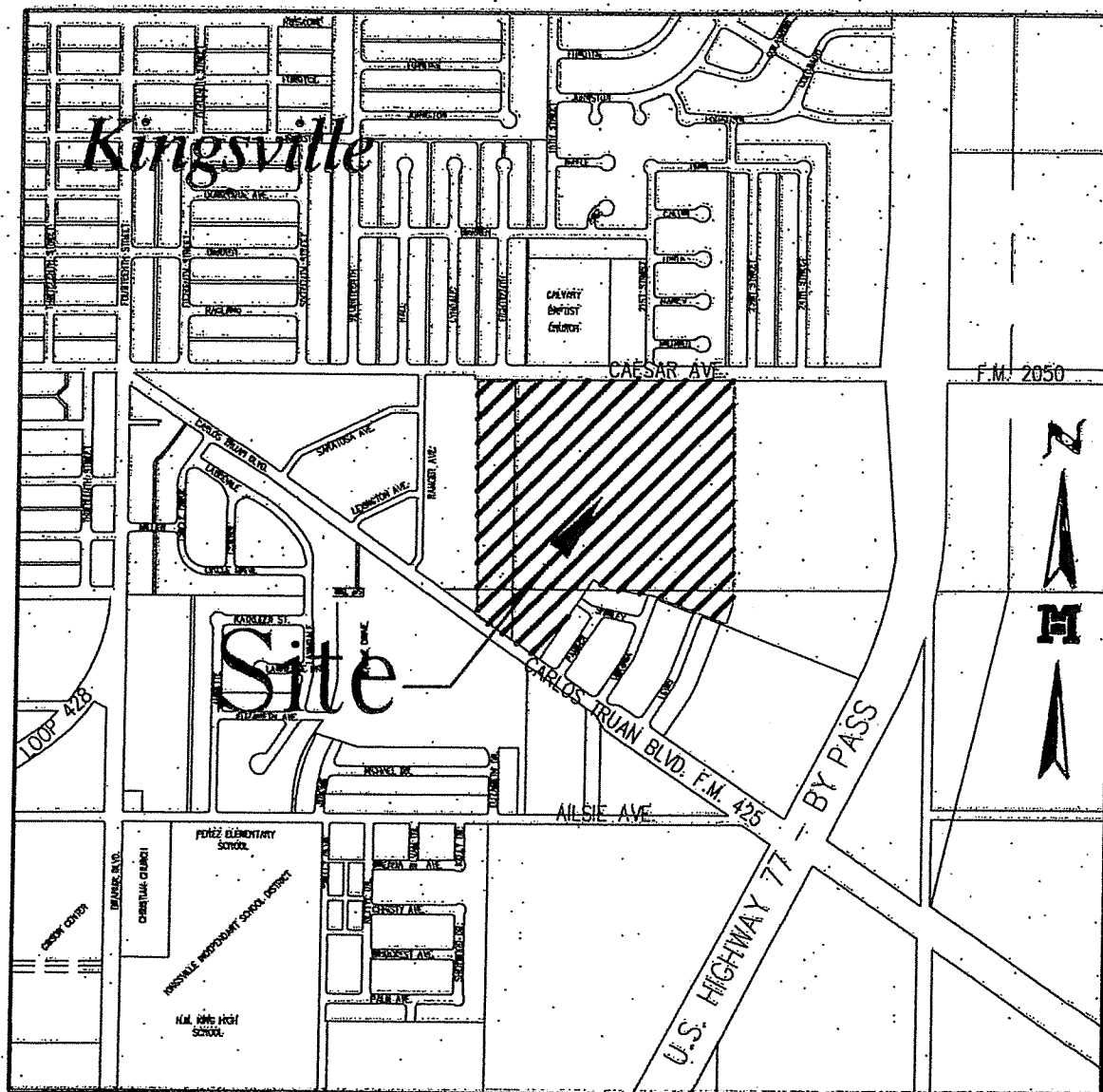
USING THE RATIONAL METHOD, AS PER  
"TXDOT BRIDGE HYDRAULIC MANUAL"  $(T_c + d)$  e

TABLE I A  
FLOWRATE DETERMINATION  
Jalisco Ranch Development

COMPUTATION POINT	TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres)	C	TIME (SEE TABLE 1) (minutes)	RETURN FREQUENCY (years)	INTENSITY (in./hr.)	FLOWRATE (c.f.s.)	PIPE SIZE (inches)	MIN. SLOPE (FT./FT.)
D.A.#19	1.19	0.445	26.9	10	5.344	2.83		
D.A.#19-D.A.#20	1.19	0.445	27.1	10	5.321	2.82	18.00	0.072%
D.A.#20	1.19	0.445	27.2	10	5.311	2.81		
D.A.#20-D.A.#21	2.38	0.445	29.5	10	5.061	5.36	24.00	0.056%
D.A.#21	1.07	0.445	25.6	10	5.503	2.62		
D.A.#21-D.A.#22	3.45	0.445	29.9	10	5.024	7.71	24.00	0.116%
D.A.#22	2.09	0.445	33.5	10	4.691	4.36		
D.A.#22-OUTFALL	5.54	0.445	34.2	10	4.628	11.41	30.00	0.077%
D.A.#23	2.17	0.445	31.3	10	4.881	4.71		
D.A.#23-D.A.#24	2.17	0.445	31.5	10	4.863	4.70	18.00	0.200%
D.A.#24	2.82	0.445	32.6	10	4.764	5.98		
D.A.#24-OUTFALL	4.99	0.445	33.4	10	4.696	10.43	30.00	0.065%
D.A.#25	2.43	0.445	29.6	10	5.052	5.46		
D.A.#25-D.A.#26	2.43	0.445	29.8	10	5.030	5.44	24.00	0.058%
D.A.#26	1.6	0.445	29.9	10	5.018	3.57		
D.A.#26-D.A.#27	4.03	0.445	31.2	10	4.892	8.77	24.00	0.151%
D.A.#27	1.6	0.445	29.9	10	5.018	3.57		
D.A.#27-D.A.#28	5.63	0.445	31.4	10	4.872	12.20	30.00	0.089%
D.A.#28	2.43	0.445	29.5	10	5.060	5.47		
D.A.#28-OUTFALL	8.06	0.445	32.2	10	4.802	17.22	36.00	0.067%

# Jalisco Ranch Development

VICINITY MAP scale: 1"=1000'

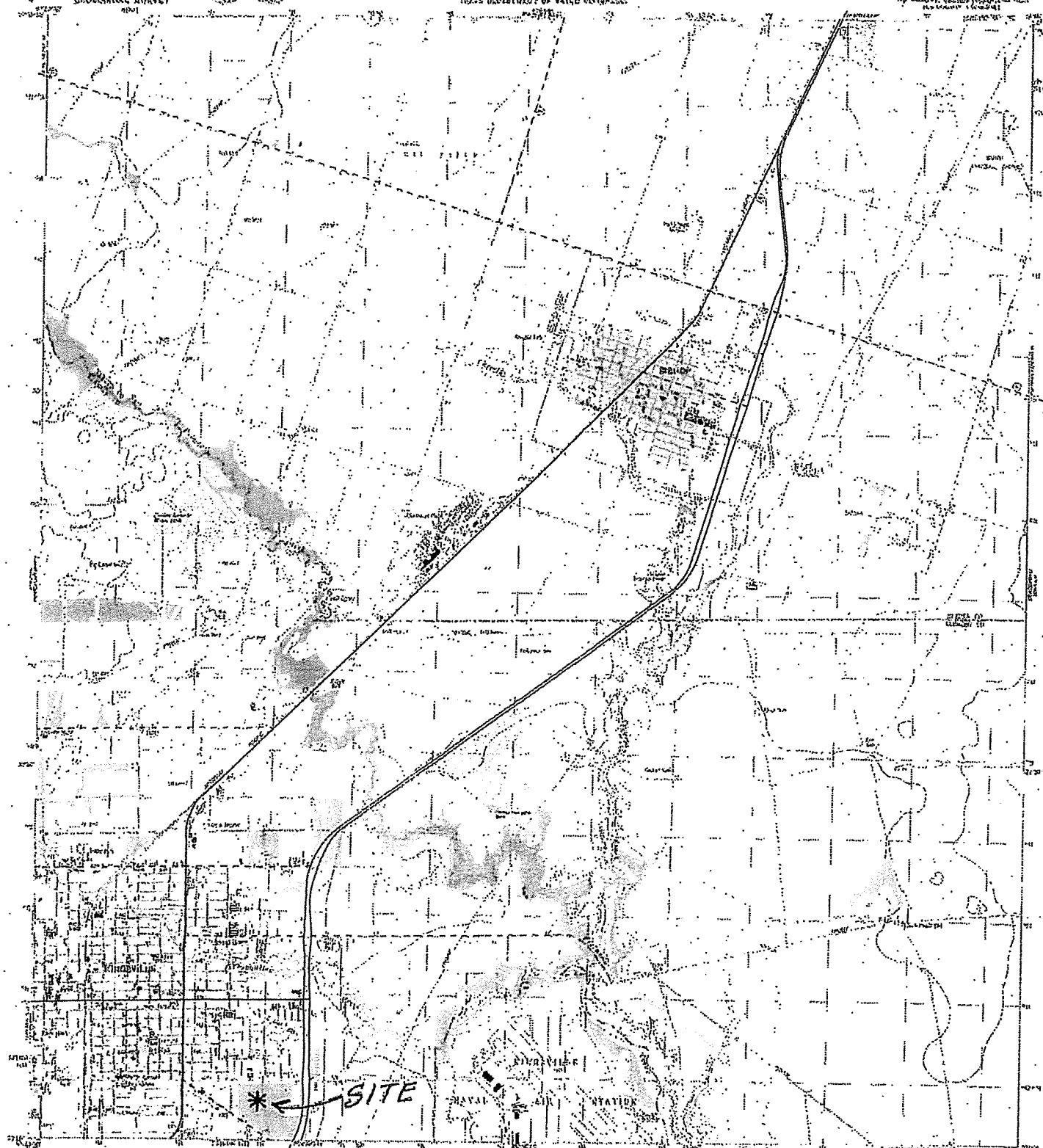
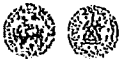


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1:25,000 SCALE (1954)  
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FEET

27°30'

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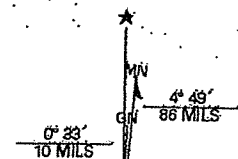
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614

Produced by the United States Geological Survey  
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 World Geodetic System of 1984 (WGS84). Projection and  
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 10 000-foot ticks: Texas Coordinate System of 1983  
 (south zone)

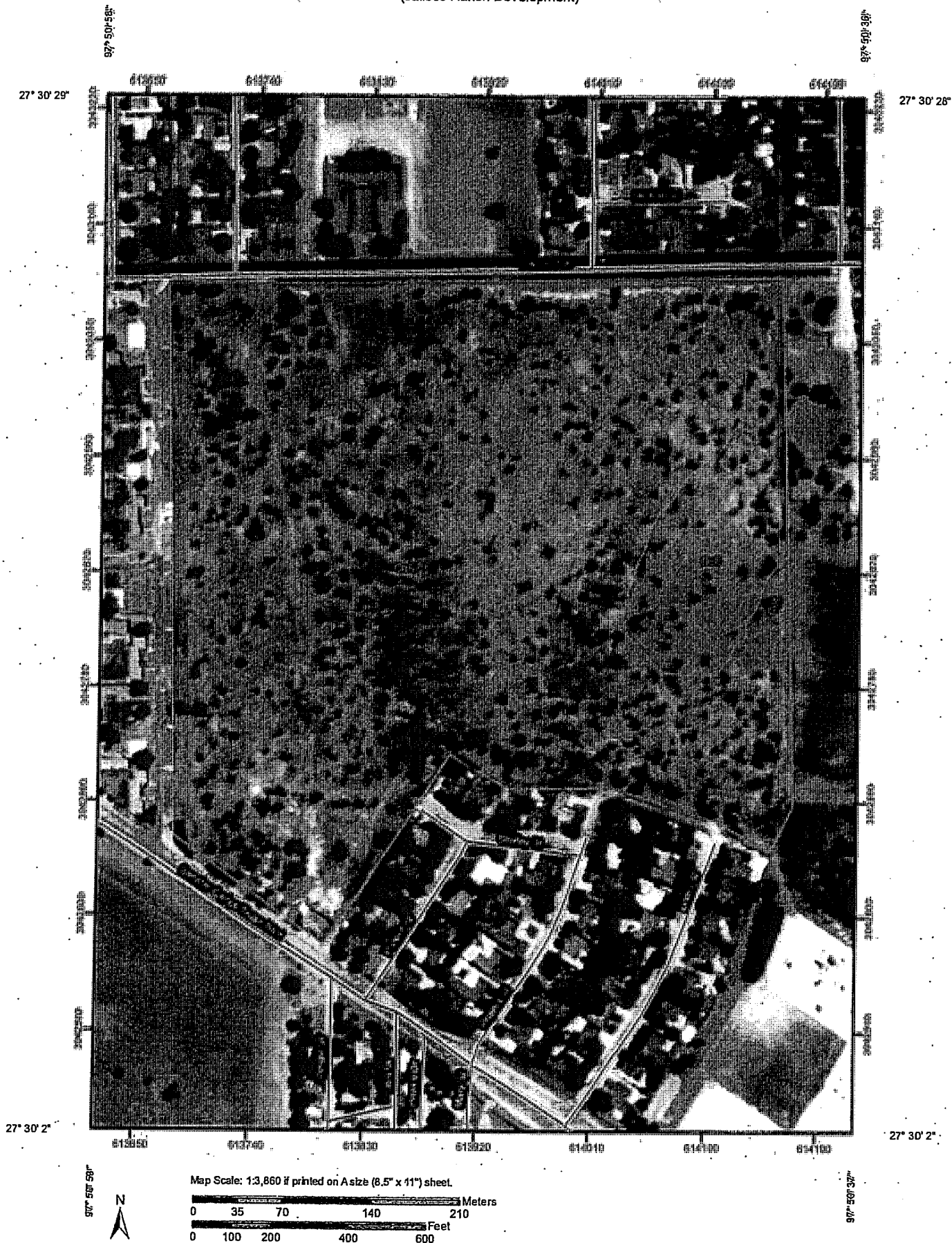
Imagery.....NAIP, April 2008  
 Roads.....US Census Bureau TIGER data  
                     with limited USGS updates, 2008  
 Names.....GNIS, 2008  
 Hydrography.....National Hydrography Dataset, 1995  
 Contours.....National Elevation Dataset, 2005



UTM GRID AND 2010 MAGNETIC NORTH  
 DECLINATION AT CENTER OF SHEET

U.S. National Grid
100,000-m Square ID
PR
Grid Zone Designation
14R





Natural Resources  
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Web Soil Survey  
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4/18/2012  
Page 1 of 3



## Water Features

This table gives estimates of various soil water features. The estimates are used in land use planning that involves engineering considerations.

*Hydrologic soil groups* are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The four hydrologic soil groups are:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas.

*Surface runoff* refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based on slope, climate, and vegetative cover. The concept indicates relative runoff for very specific conditions. It is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal. The classes are negligible, very low, low, medium, high, and very high.

The *months* in the table indicate the portion of the year in which a water table, ponding, and/or flooding is most likely to be a concern.

*Water table* refers to a saturated zone in the soil. The water features table indicates, by month, depth to the top (*upper limit*) and base (*lower limit*) of the saturated zone in most years. Estimates of the upper and lower limits are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors or mottles (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

*Ponding* is standing water in a closed depression. Unless a drainage system is installed, the water is removed only by percolation, transpiration, or evaporation. The table indicates *surface water depth* and the *duration* and *frequency* of ponding. Duration is expressed as *very brief* if less than 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days, and *very long* if more than 30 days. Frequency is expressed as none, rare, occasional, and frequent. *None* means that ponding is not probable; *rare* that it is unlikely but possible under unusual weather conditions (the chance of ponding is nearly 0 percent to 5 percent in any year); *occasional* that it occurs, on the average, once or less in 2 years (the chance of ponding is 5 to 50 percent in any year); and *frequent* that it occurs, on the average, more than once in 2 years (the chance of ponding is more than 50 percent in any year).

*Flooding* is the temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding; and water standing in swamps and marshes is considered ponding rather than flooding.

*Duration* and *frequency* are estimated. Duration is expressed as *extremely brief* if 0.1 hour to 4 hours, *very brief* if 4 hours to 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days, and *very long* if more than 30 days. Frequency is expressed as none, very rare, rare, occasional, frequent, and very frequent. *None* means that flooding is not probable; *very rare* that it is very unlikely but possible under extremely unusual weather conditions (the chance of flooding is less than 1 percent in any year); *rare* that it is unlikely but possible under unusual weather conditions (the chance of flooding is 1 to 5 percent in any year); *occasional* that it occurs infrequently under normal weather conditions (the chance of flooding is 5 to 50 percent in any year); *frequent* that it is likely to occur often under normal weather conditions (the chance of flooding is more than 50 percent in any year but is less than 50 percent in all months in any year); and *very frequent* that it is likely to occur very often under normal weather conditions (the chance of flooding is more than 50 percent in all months of any year).

The information is based on evidence in the soil profile, namely thin strata of gravel, sand, silt, or clay deposited by floodwater; irregular decrease in organic matter content with increasing depth; and little or no horizon development.

Also considered are local information about the extent and levels of flooding and the relation of each soil on the landscape to historic floods. Information on the extent of flooding based on soil data is less specific than that provided by detailed engineering surveys that delineate flood-prone areas at specific flood frequency levels.

## Report—Water Features

Water Features—Kenedy and Kleberg Counties, Texas									
Map unit symbol and soil name	Hydrologic group	Surface runoff	Month	Water table		Ponding		Flooding	
				Upper limit	Lower limit	Surface depth	Duration	Frequency	Frequency
CkA—Clareville clay loam, 0 to 1 percent slopes				Fl	Fl	Fl			
Clareville	C	Low	Jan-Dec	—	—	—	—	—	—
CnA—Cranell sandy clay loam, 0 to 1 percent slopes									
Cranell	D	High	Jan-Dec	—	—	—	—	—	—
GeB—Gertrudis fine sandy loam, 0 to 3 percent slopes									
Gertrudis	B	Low	Jan-Dec	—	—	—	—	—	—

## Data Source Information

Soil Survey Area: Kenedy and Kleberg Counties, Texas  
 Survey Area Data: Version 11, Oct 27, 2009



Natural Resources  
 Conservation Service

Web Soil Survey  
 National Cooperative Soil Survey

4/18/2012  
 Page 3 of 3

## MAP LEGEND

	Area of Interest (AOI)		Very Stony Spot
	Soils		Wet Spot
	Soil Map Units		Other
	Special Point Features		Special Line Features
	Blowout		Gully
	Borrow Pit		Short Steep Slope
	Clay Spot		Other
	Closed Depression		Political Features
	Gravel Pit		Cities
	Gravelly Spot		Water Features
	Landfill		Streams and Canals
	Lava Flow		Transportation
	Marsh or swamp		Rails
	Mine or Quarry		Interstate Highways
	Miscellaneous Water		US Routes
	Perennial Water		Major Roads
	Rock Outcrop		Local Roads
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide of Slip		
	Sodic Spot		
	Spoil Area		
	Stony Spot		

## MAP INFORMATION

Map Scale: 1:3,860 if printed on A size (8.5" x 11") sheet.  
The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
Coordinate System: UTM Zone 14N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

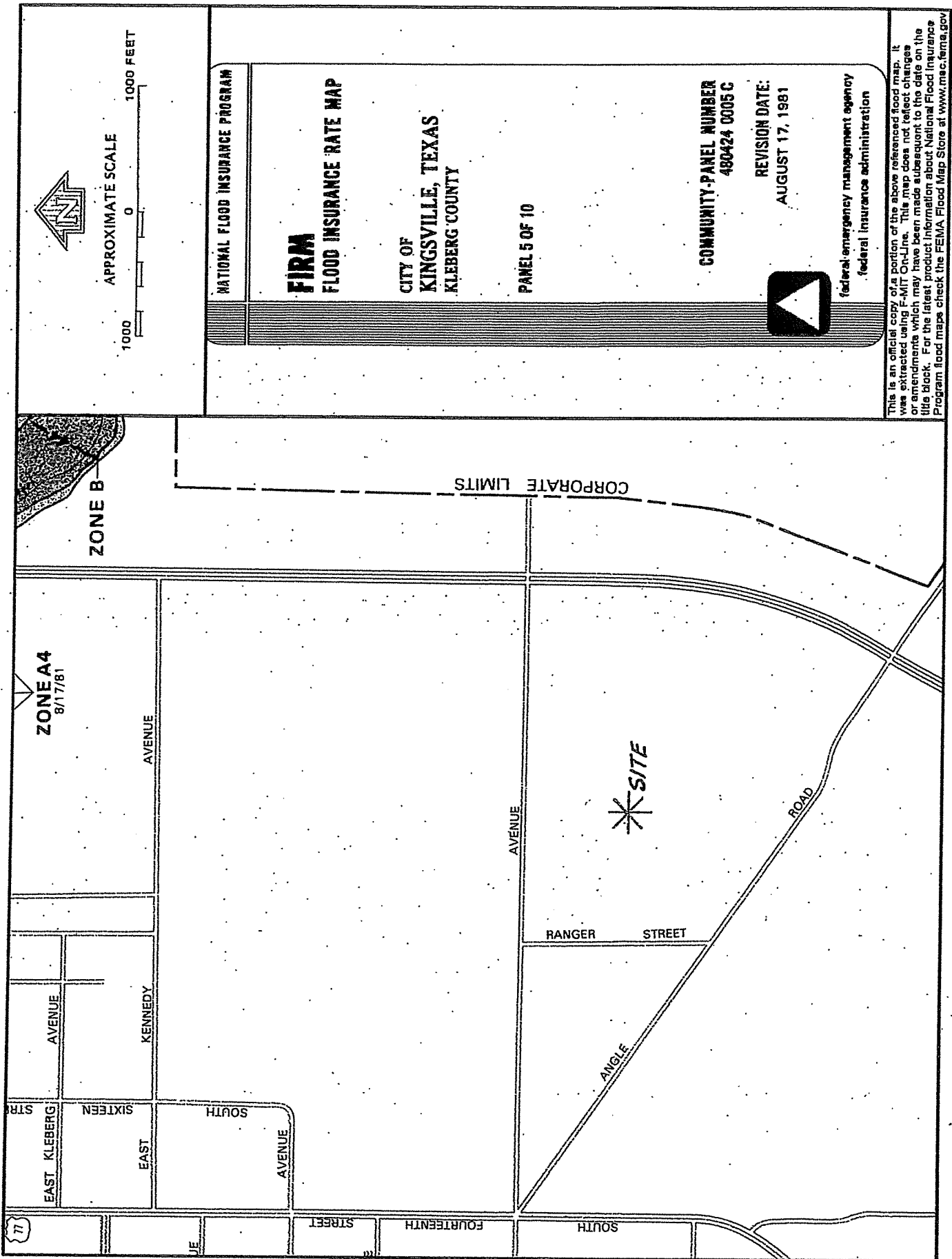
Soil Survey Area: Kenedy and Kleberg Counties, Texas  
Survey Area Data: Version 11, Oct 27, 2009

Date(s) aerial images were photographed: Data not available.  
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Kenedy and Kleberg Counties, Texas (TX612)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CkA	Clareville clay loam, 0 to 1 percent slopes	0.3	0.6%
CnA	Cranell sandy clay loam, 0 to 1 percent slopes	46.6	89.2%
GeB	Gertrudis fine sandy loam, 0 to 3 percent slopes	5.3	10.2%
Totals for Area of Interest		52.3	100.0%





NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
FLOOD INSURANCE RATE MAP

CITY OF  
KINGSVILLE, TEXAS  
KLEBERG COUNTY

PANEL 5 OF 10

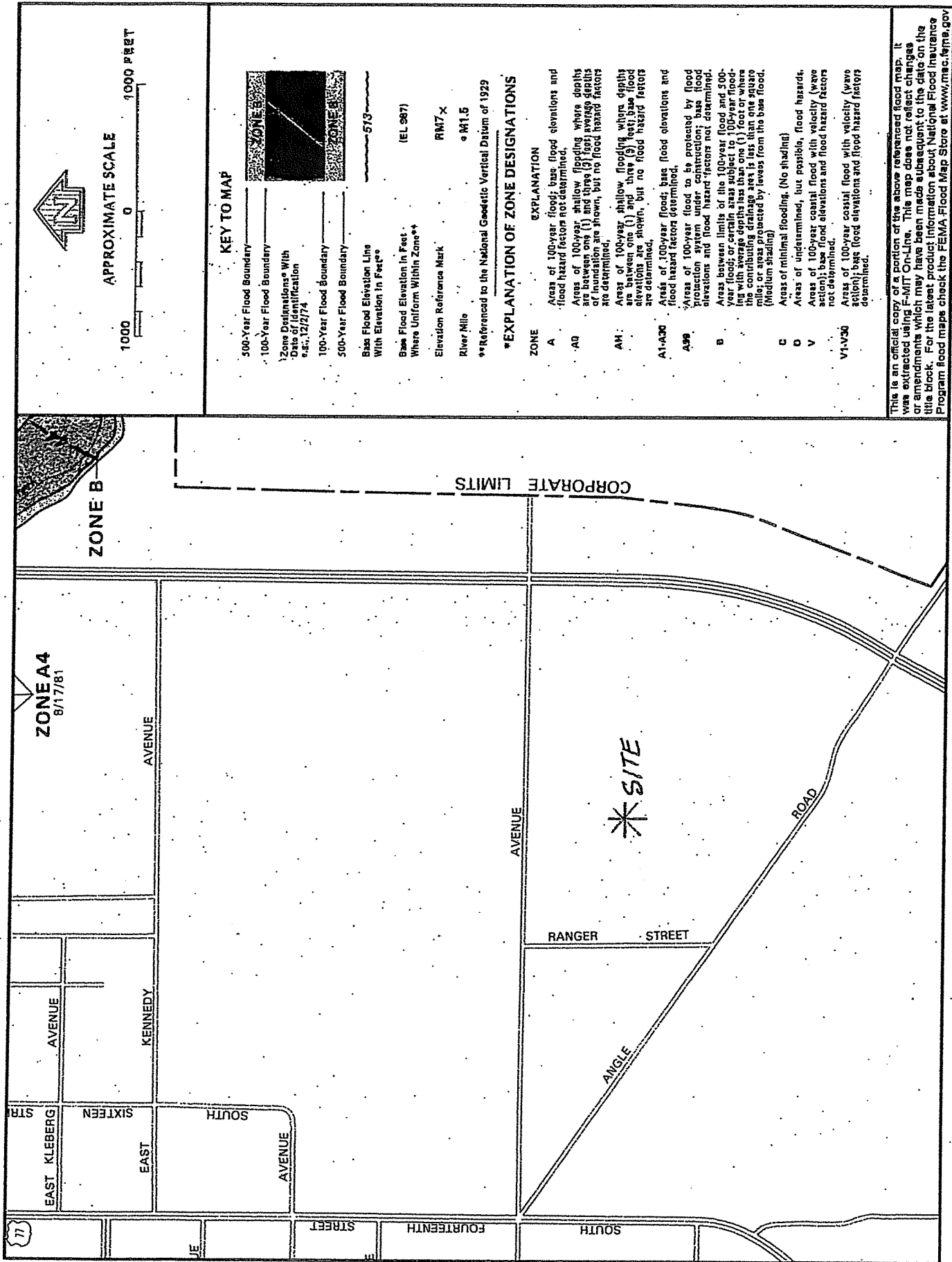
COMMUNITY-PANEL NUMBER  
480424 0005 C

REVISION DATE:  
AUGUST 17, 1981



Federal Emergency Management Agency  
Federal Insurance Administration

This is an official copy of a portion of the above referenced flood map. It was extracted using FEMA's COT-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.nac.fema.gov](http://www.nac.fema.gov)



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                                     §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF   HARRIS       §

THAT THE UNDERSIGNED, REDUS TX HOMES, LLC, a Delaware limited liability company, ("Grantor"), whose address is 301 South College Street, Mail Code: MACD1053-04B, Charlotte, NC 28288, for and in consideration of the sum of TEN DOLLARS (\$10.00) paid to Grantor by Zarsky Development Company, LLC, a Texas limited liability company ("Grantee"), whose address is 1409 N. Main Street, McAllen, TX 78501 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain land located in Kleberg County, Texas, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements located on such land (such land and improvements being collectively referred to as the "Property").

This conveyance is made and accepted subject to those matters disclosed on Exhibit "B" attached hereto (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys and rights-of-way, subject to the Permitted Encumbrances, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Except for the warranties of the title contained herein, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including, without limitation, any and all improvements located thereon and/or comprising a part thereof). GRANTEE, BY ACCEPTANCE OF THIS GENERAL WARRANTY DEED, ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS SUCH PROPERTY AS IS AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, NO IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.



All real and personal property taxes and assessments on the Property for the year 2013 have been prorated as of the effective date hereof, and by acceptance of this General Warranty Deed, Grantee assumes payment of all such taxes and assessments for the year 2013 and subsequent years.

EXECUTED as of the 24 day of February 2013, to be effective the 27 day of February, 2013.

REDUS TX HOMES, LLC,  
a Delaware limited liability company

By: REDUS Properties, Inc.,  
a Delaware corporation,  
as Sole Member

By: [Signature]  
Name: ROSS PRINTER  
Title: AVP

ACKNOWLEDGMENT

NC  
STATE OF ~~TEXAS~~

COUNTY OF Mecklenburg

This instrument was acknowledged before me on February 27<sup>th</sup>, 2013, by ROSS PRINTER acting as ASST. VICE PRES of REDUS Properties, Inc., a Delaware corporation, Sole Member of REDUS TX Homes, LLC, a Delaware limited liability company.

[Signature]  
Notary Name: JOANNE MARGOTT  
State of: NC  
County of: mecklenburg  
Expires: 6/8/13

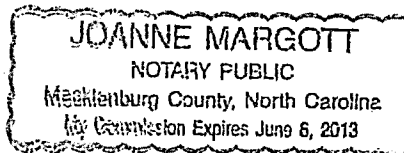


EXHIBIT A

Field Notes for a 52.09± acre tract of land out of Farm Lot 2, Farm Lot 3 and Farm Lot 7, Section 17, The Kleberg Town & Improvement Co., Kleberg County, Texas.

... X ...

Being all that certain tract or parcel of land situated in Kleberg County, Texas, and being a part of Farm Lot 2, Farm Lot 3 and Farm Lot 7, Section 17, The Kleberg Town & Improvement Co., a subdivision to the said Kleberg County described by map or plat recorded in Envelope 18, Plat Cabinet 1, Map and Plat Records, Kleberg County, Texas, and being a part of those tracts of land conveyed by deeds to Yancy Hudson recorded in Volume 54, Pages 220-221 and in Volume 95, Pages 77-78, Deed Records, Kleberg County, Texas, more particularly described by metes and bounds as follows to wit:

**BEGINNING** at the Northeast corner of the aforementioned Farm Lot 2, said corner being in the South line of the 60 foot Right-of-Way of East Caesar Avenue, said corner being THE POINT OF BEGINNING and the Northeast corner of the tract herein described;

**THENCE**, with the East line of the aforementioned Farm Lot 2, **SOUTH**, a distance of 1380.00 feet to an iron rod found in the ground for a corner, said corner being the Southeast corner of the aforementioned Farm Lot 2, said corner being the Southeast corner of the tract herein described;

**THENCE**, with the South line of the aforementioned Farm Lot 2, **WEST**, a distance of 363.30 feet to an iron rod found in the ground for a corner, said corner being in the North line of Anglewood, said Anglewood being a subdivision described by plat recorded in Envelope 129, Plat Cabinet 1, Map and Plat Records, Kleberg County, Texas, said corner being an outer corner in the South line of the tract herein described;

**THENCE**, with the aforementioned North line of Anglewood subdivision, N. 68° 45' 18" W., a distance of 151.17 feet to an iron rod found in the ground for a corner, said corner being an inner corner in the South line of the tract herein described;

**THENCE**, continuing with the aforementioned North line of Anglewood subdivision, N. 81° 50' 21" W., a distance of 275.49 feet to an iron sanitary sewer manhole cover for a corner, said corner being an outer corner in the South line of the tract herein described;

**THENCE**, continuing with the aforementioned North line of Anglewood subdivision, N. 55° 52' 30" W., a distance of 110.00 feet to an iron sanitary sewer manhole cover for a corner, said corner being the Northwest corner of the aforementioned Anglewood subdivision, said corner being an inner corner in the South line of the tract herein described;

**THENCE**, with the West line of the aforementioned Anglewood subdivision, S. 34° 07' 30" W., a distance of 595.00 feet to an iron pipe set in concrete, found in the ground for a corner, said corner being the Southwest corner of the aforementioned Anglewood subdivision, said corner being in the North line of the 80 foot Right-of-Way of Senator Carlos Truan Boulevard, said corner being an outer corner in the South line of the tract herein described;

THENCE, with the aforementioned North Right-of-Way line of Senator Carlos Truan Boulevard, N.  $55^{\circ} 22' 54''$  W., a distance of 471.75 feet to an iron rod, set in concrete, found in the ground for a corner, said corner being the Southeast corner of a tract of land conveyed by deed to The United States of America recorded in Volume 99, Pages 169-172, Deed Records, Kleberg County, Texas, said corner being the Southwest corner of the tract herein described;

THENCE, with the East line of the aforementioned The United States Of America tract of land, N.  $00^{\circ} 04' 31''$  W. (at 68.95 feet pass the South line of the aforementioned Farm Lot 3), for a total distance of 1448.95 feet to an iron rod found in the ground for a corner, said corner being the Northeast corner of the aforementioned The United States of America tract of land, said corner being in the aforementioned South Right-of-Way line of East Caesar Avenue, said corner being in the North line of the aforementioned Farm Lot 3, said corner being the Northwest corner of the tract herein described;

THENCE, with the aforementioned North line of Farm Lot 3 and with the aforementioned South Right-of-Way line of East Caesar Avenue, EAST, (at 329.38 pass the Northeast corner of the aforementioned Farm Lot 3 same being the Northwest corner of the aforementioned Farm Lot 2), for a total distance of 1591.88 feet to RETURN TO AND CLOSE AT THE POINT OF BEGINNING, containing within said bounds 52.00  $\pm$  acres of land.

Exhibit "B"

- a. Shortages in Area
- b. Homestead or community property or survivorship rights, if any, of any spouse of any insured.
- c. The standard printed exception as to waters, tidelands, beaches, streams and related matters.
- d. Right of Way dated August 29, 1941, from Yancy Hudson, et ux, to Nueces Electric Coop, recorded in Volume 139, Page 62, Deed Records, Kleberg County, Texas.:
- e. Right of Way to city of Kingsville, dated October 3, 1975, recorded in Volume 327, page 107, Deed Records, Kleberg County, Texas.
- f. 7.5' Utility Easement as shown on survey dated February 24, 2012 by Rios Surveying, LLC.
- g. Drain ditch located on the north property line as shown on survey dated February 24, 2012 by Rios Surveying, LLC.
- h. Mineral reservation contained in Deed dated May 8, 2007, from Grace Partnership to Landmark Valley Homes, Inc. recorded in Volume 362, Page 787, Official Records, Kleberg County, Texas..

FILE# 294078

VOL. 486 PAGE 388

FILED FOR RECORD

2013 MAR -1 PM 3:21

Indexed

LEO ALARCON  
COUNTY CLERK KLEBERG COUNTY

BY [Signature]

Compared

**NORMA C. ISASSI**

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

VOL 486 PAGE 383

MAR 04 2013

DELIVERY DATE



[Signature]

**LEO ALARCON**  
COUNTY CLERK, KLEBERG COUNTY

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

**RETURN TO:**

**KLEBERG COUNTY TITLE**

**216 EAST KLEBERG**

**KINGSVILLE, TX 78363**

---

**RECORDERS MEMORANDUM:**

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

270002

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282 184



THE UNIVERSITY OF CHICAGO PRESS  
545 EAST 58TH STREET  
CHICAGO, ILL. 60637

UNIVERSITY OF CHICAGO PRESS

CHICAGO, ILL. 60637

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THE UNIVERSITY OF CHICAGO PRESS  
545 EAST 58TH STREET  
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CHICAGO, ILL. 60637

CITY OF KINGSVILLE PLANNING  
AND ZONING DIVISION MASTER  
APPLICATION

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

Project Address \_\_\_\_\_ Nearest Intersection Carlos Truan Blvd.  
(Proposed) Subdivision Name WILDWOOD TRAIL Lot \_\_\_\_\_ Block \_\_\_\_\_  
Legal Description: SEE ATTACHED  
Existing Zoning Designation R1-Single Family District Future Land Use Plan Designation R1-Single Family District

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

Applicant/Authorized Agent Melden & Hunt, Inc. (956) Phone 381-0981 FAX 381-1839  
Email Address (for project correspondence only): f.kurth@meldenandhunt.com  
Mailing Address 115 W. McIntyre St. City Edinburg State TX Zip 78541  
Zarsky Development Company (956) Phone 686-5403 FAX 686-3513  
Property Owner \_\_\_\_\_  
Email Address (for project correspondence only): psteffy@zarsky.com  
Mailing Address P.O. Box 248 City McAllen State TX Zip 78505

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

<input type="checkbox"/> Annexation Request	No Fee	<input checked="" type="checkbox"/> Preliminary Plat	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA)	\$250.00	<input checked="" 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 Vacating	\$250.00
<input type="checkbox"/> SUP Request/Renewal	\$250.00	<input type="checkbox"/> Plat Development	\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA)	\$250.00	<input type="checkbox"/> Plat	\$100.00
<input type="checkbox"/> PUD Request	\$250.00	<input type="checkbox"/> Subdivision Variance Request	\$25.00 ea

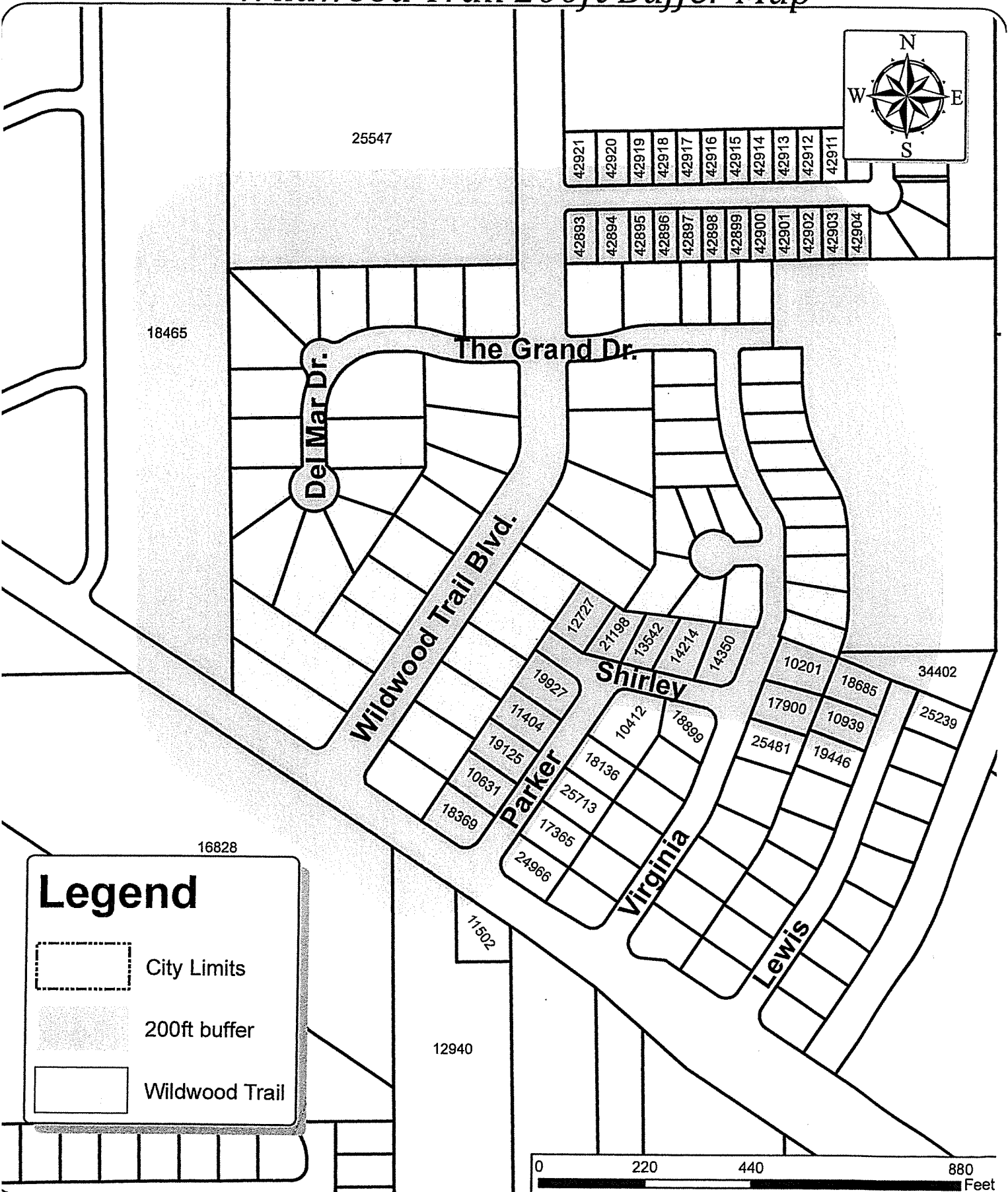
Please provide a basic description of the proposed project:

- ① The Estates at Wildwood Trail Phase II - 25 lots - 6.751 acres
- ② The Park at Wildwood Trail Phase II - 63 lots - 13.423 acres  
plus 4 lots  
for common area

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: 8/24/15  
Property Owner's Signature [Signature] Date: 8/24/15  
Accepted by: Aileen Barrientos Date: 8/31/15

# Wildwood Trail 200ft Buffer Map



Document Path: \\SAM\Engineering and Public Works\Engineering\GIS Techs\MAPS\MAP\_DOCUMENTS\VArc\_City\_Address\_Assign\_Map\_8.5x11.mxd





ROYVE BUILDERS LLC  
917 PEREGRINE DR  
EDINBURG, TX 78542  
#42920

HBC HOLDING LTD  
PO BOX 4900  
SCOTTSDALE, AZ 85261  
#18465

KINGSVILLE AREA INDUSTRIAL  
635 E KING  
KINGSVILLE, TX 78363  
#34402

STIEFER JASON CLAYTON  
1506 LEWIS ST  
KINGSVILLE, TX 78363  
#25239

RAUCH WILLIAM B  
1505 LEWIS ST  
KINGSVILLE, TX 78363  
#18685

MORALES BRAULIO JR  
1509 LEWIS ST  
KINGSVILLE, TX 78363  
#10939

BENAVIDES ROEL V  
1513 LEWIS ST  
KINGSVILLE, TX 78363  
#19446

TURPIN BENJAMIN F  
1506 VIRGINIA ST  
KINGSVILLE, TX 78363  
#10201

YANDELL KENNETH  
1510 VIRGINIA ST  
KINGSVILLE, TX 78363  
#17900

LEWIS LINDSEY N  
1514 VIRGINIA ST  
KINGSVILLE, TX 78363  
#25481

VENECIA FAMILY TRUST  
1513 VIRGINIA ST  
KINGSVILLE, TX 78363  
#18899

WHEELER JERI LYN ETAL  
P O BOX 165  
MOORE, TX 78057  
#10412

WOOD LOUIS H  
1506 PARKER ST  
KINGSVILLE, TX 78363  
#18136

LOPEZ HECTOR L  
1510 PARKER ST  
KINGSVILLE, TX 78363  
#25713

MEDRANO GENARO L  
1514 PARKER ST  
KINGSVILLE, TX 78363  
#17365

ESBERTO MARIA C S  
PO BOX 8249  
LA PUENTE, CA 91748  
#24966

WRIGHTS RV PARK LLC  
881 E COUNTY ROAD 2198  
KINGSVILLE, TX 78363  
#11502

WRIGHTS RV PARK LLC  
881 E COUNTY ROAD 2198  
KINGSVILLE, TX 78363  
#12940

GHRAOWI FAMILY INVESTMENTS  
204 SHORE DR  
PORTLAND, TX 78374  
#16828

KTIRI-IDRISSI NAGUIB  
10225 TWINLAKE LOOP  
DRIPPING SPRINGS, TX 78620  
#18369

NIELSEN BEVERLY ANNE EST  
7602 COLD SPRINGS DR  
CORPUS CHRISTI, TX 78413  
#10631

CANN EDWIN  
5042 AL THEIS ST  
BISHOP, TX 78343  
#19125

GARZA ROLANDO RENE  
1505 PARKER ST  
KINGSVILLE, TX 78363  
#11404

HINES SCOTT  
14706 CALAMITY DRIVE  
CORPUS CHRISTI, TX 78410  
#19927

REAGAN WILLIAM M  
1208 EBBTIDE CV  
COLLEGE STA, TX 77845  
#12727

SZTEITER ROBERT F  
1612 SHIRLEY ST  
KINGSVILLE, TX 78363  
#21198

PRECKWINKLE DARLA  
1616 SHIRLEY ST  
KINGSVILLE, TX 78363  
#13542

ZAVALA ROBERTO  
PO BOX 1069  
KINGSVILLE, TX 78364  
#14214

PEREZ JOSEPH L  
1624 SHIRLEY ST  
KINGSVILLE, TX 78363  
#14350

**TABLE I**  
**TIME OF CONCENTRATION DETERMINATION**  
**Jalisco Ranch Development**

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
D.A.#9	Overland & Gutter	0.445									
D.A.#9-D.A.#12	Pipe Flow	0.445	189		21.0			223	0.4	9.3	30.3
								333	3.0	1.9	55.6
D.A.#10	Overland & Gutter	0.445	143		15.9			291	0.4	12.1	28.0
D.A.#10-D.A.#11	Pipe Flow	0.445						35	3.0	0.2	28.2
D.A.#11	Overland & Gutter	0.445	84		9.3			360	0.4	15.0	24.3
D.A.#11-D.A.#12	Pipe Flow	0.445						282	3.0	1.6	29.8
D.A.#12	Overland & Gutter	0.445	141		15.7			170	0.4	7.1	22.8
D.A.#12-D.A.#14	Pipe Flow	0.445						52	3.0	0.3	55.9
D.A.#13	Overland & Gutter	0.445	139		15.4			121	0.4	5.0	20.5
D.A.#13-D.A.#14	Pipe Flow	0.445						35	3.0	0.2	20.7
D.A.#14	Overland & Gutter	0.445	141		15.7			176	0.4	7.3	23.0
D.A.#14-D.A.#17	Pipe Flow	0.445						242	3.0	1.3	57.3
D.A.#17	Overland & Gutter	0.445	142		15.8			215	0.4	9.0	24.7
D.A.#17-D.A.#18	Pipe Flow	0.445						63	3.0	0.4	57.6
D.A.#15	Overland & Gutter	0.445	140		15.6			359	0.4	15.0	30.5
D.A.#15-D.A.#16	Pipe Flow	0.445						36	3.0	0.2	30.7
D.A.#16	Overland & Gutter	0.445	141		15.7			387	0.4	16.1	31.8
D.A.#16-D.A.#18	Pipe Flow	0.445						273	3.0	1.5	59.1
D.A.#18	Overland & Gutter	0.445	140		15.6			282	0.4	11.8	27.3
D.A.#18-OUTFALL	Pipe Flow	0.445						172	3.0	1.0	60.1

FORMULA FOR TIME OF CONCENTRATION

$T_c = \frac{L}{V}$

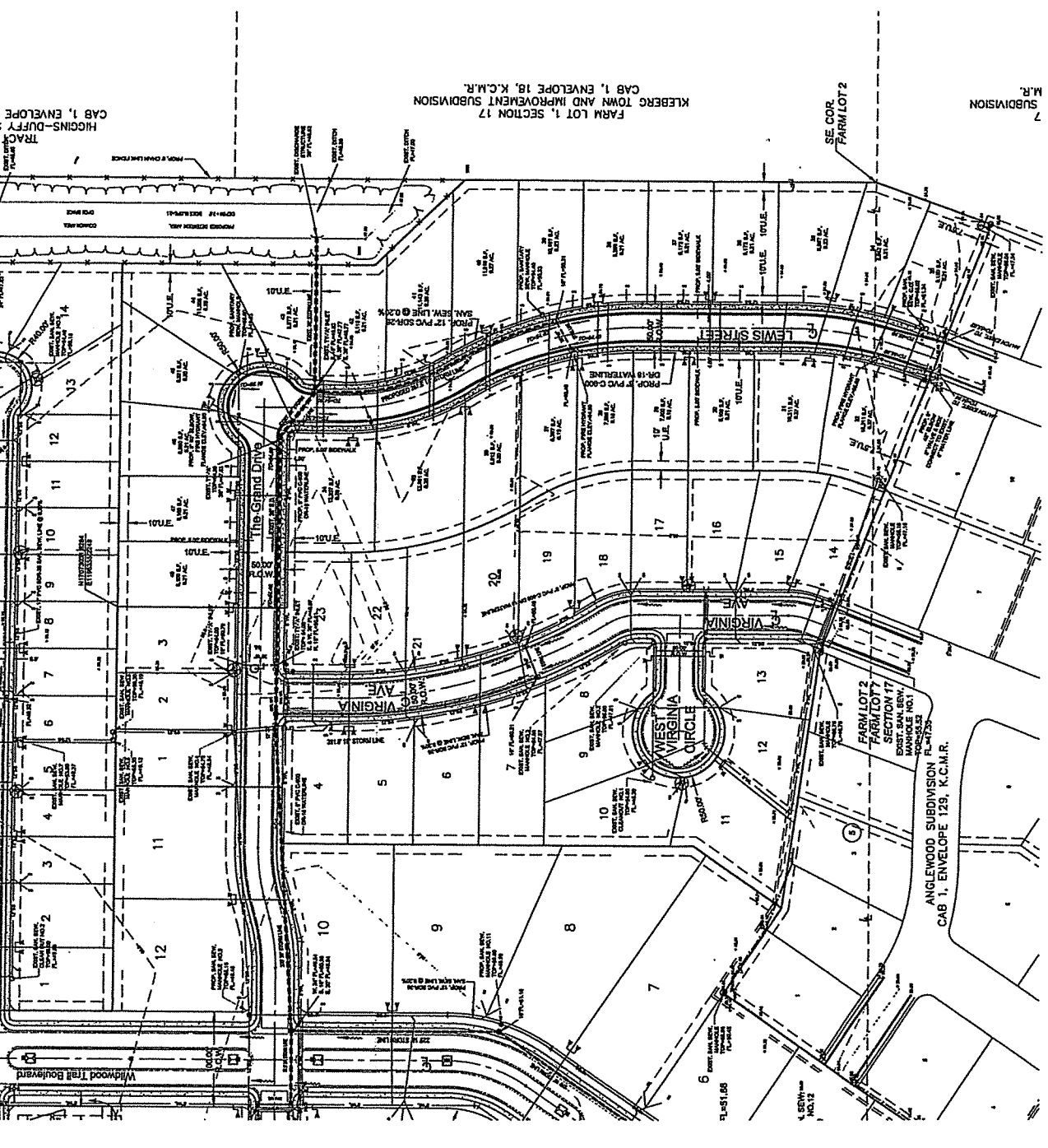




DATE	12/15/10
PROJECT	WILWOOD TRAIL
OWNER	WILWOOD TRAIL
DESIGNED BY	D.L. SMITH
CHECKED BY	D.L. SMITH
APPROVED BY	D.L. SMITH
SCALE	AS SHOWN
PROJECT NO.	12038.04
DATE	12/15/10
BY	D.L. SMITH
FOR	WILWOOD TRAIL



DATE	12/15/10
PROJECT	WILWOOD TRAIL
OWNER	WILWOOD TRAIL
DESIGNED BY	D.L. SMITH
CHECKED BY	D.L. SMITH
APPROVED BY	D.L. SMITH
SCALE	AS SHOWN
PROJECT NO.	12038.04
DATE	12/15/10
BY	D.L. SMITH
FOR	WILWOOD TRAIL



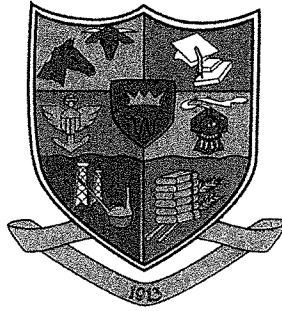
7  
SUBDIVISION  
M.R.

FARM LOT 1, SECTION 17  
KLEBERG TOWN AND IMPROVEMENT SUBDIVISION  
CAB 1, ENVELOPE 18, K.C.M.R.

TRAC  
HIGGINS-DUFFY  
CAB 1, ENVELOPE

# **AGENDA ITEM #17**

**RUDY MADRID**  
*County Judge*



Kleberg County  
P.O. Box 752  
Kingsville, Texas 78364-0752  
Phone: (361) 595-8585  
Fax: (361) 592-0838  
E-mail: rmadrid@co.kleberg.tx.us

**COUNTY of KLEBERG**  
KINGSVILLE, TEXAS

To: City Manager and Commission  
FROM: County Judge Rudy Madrid  
DATE: November 4, 2015  
RE: Kevin Fowler Concert

I would like to be placed on the agenda for your next City Council Meeting:

Discuss and act on waiving the \$1,500.00 fee for use of the J.K. Northway Coliseum, on November 21, 2015, for the Kevin Fowler Concert. The proceeds for this event will be used for our Courthouse Restoration Project.

If you have any questions, please feel free to call me at (361) 595-8585

Rudy Madrid,  
Kleberg County Judge

A large, stylized handwritten signature in black ink, appearing to be "R. Madrid", is written over the typed name and title.

**J.K. Northway Expo Center  
Rental Contract**

**Date of Contract:**

This lease is made by and between City of Kingsville Parks & Recreation Department as agent for the City of Kingsville, Texas (Lessor) and   Kleberg County   Lessee upon these terms:

**1. FACILITY TO BE USED:**

J.K. Northway Expo Center	<u>  X  </u>	
Expo Center Grounds	<u>      </u>	Map <u>      </u>
Horse Stalls	<u>      </u>	
Pens	<u>      </u>	
Outdoor Arena	<u>      </u>	
Extended Grounds Usage	<u>      </u>	

**2. PURPOSE:** Lessee shall use the facility for the stated purpose and no other without the written consent of Lessor. Lessee's stated purpose for use of the facility is:

                    Kevin Fowler Fundraiser for Courthouse Renovations                    

---

**3. RENTAL PERIOD:** Lessee shall move in, use and occupy the Facility on these dates and times: Starting: November 21, 2015 immediately following the Chamber of Commerce Heritage Rodeo  
Ending: November 22, 2015 1:00am

**4. RENTAL FEE:** For the rental of the Facility, Lessee will pay Lessor the sum of:  
**\$1500.00**

**5. INSURANCE:** Lessee shall provide three (3) days prior to event a public liability insurance policy in which both Lessor and Lessee are named as insureds, in the form of an acceptable certificate of insurance. Lessee shall also provide a certification of insurance coverage (naming Lessee and Lessor as insureds) for any and all concessionaires or other involved groups. The "City of Kingsville" and "Kleberg County" shall be named as an additional insured on a \$500,000.00 General Liability policy. Events selling alcohol must provide a Liquor Liability Policy also naming the "City of Kingsville" and "Kleberg County" as an additional insured. Individuals providing free samples of alcohol must also provide a Host Liquor Liability Insurance Policy.

**6. REQUIRED DEPOSIT:** Lessee will post a minimum \$500.00 Refundable Deposit in cash, cashier's check or money order payable to the City of Kingsville, or credit card. The deposit is due at the time a completed rental agreement is submitted, in order to hold the requested reservation date. The deposit and completed rental agreement should be submitted twenty (20) days prior to the reserved rental date. Deposit will be returned by mail after a determination that all tables, chairs and equipment has maintained it's quality and no other damages have occurred or cleanup is required.

You will be billed for any loss or damages resulting from this event.

**7. SERVICES DELIVERED:**

**a. A/C & Lights:** At its expense Lessor will deliver reasonable cooling and overhead lighting for ordinary use of the Facility. Lessor's Agent will determine what is reasonable. Lessee must not hold Lessor liable for any delays, failures, or accidents that may affect cooling, sound or overhead lighting.

**b. Cleaning:** Lessor will perform one daily cleaning of all public spaces in the Facility, excluding floor areas covered by: temporary aisles carpets or exhibit booths. Lessor will provide normal janitorial service for each of Lessee's events.

**c. PA System:** Lessor will provide Lessee use of the public address system, if available, at no charge.

**d. Other:** All other services or conditions requested by Lessee will be at Lessee's expense, unless specifically included in writing in the Lease or attachment there to by Lessor's Agent.

**8. ADDITIONAL SERVICES:** If Lessee desires additional available services, Lessee shall file with Lessor's Agent a full written description of the requested services. Lessor's Agent will then prepare an addendum to this Lease outlining these services and the necessary fees to cover the additional services. Within seven (7) days of the event, Lessee will make an additional deposit sufficient to cover the cost of the additional services requested by Lessee. Any unused portion of this deposit will be returned to Lessee after applying all rental fees, damages, cleanup, or other expenses due to Lessor from Lessee.

**9. RIGHT TO CANCEL:** If Lessee misrepresents in any way the kind of Event to be held at the Facility and thereby induced Lessor into entering into this lease, then Lessor shall have the right to cancel this lease without refunding and monies paid hereunder and without liability for any loss or damage to Lessee. Lessor's Agent shall be the sole judge of whether Lessee has made such misrepresentation and, if so, whether Lessee induced Lessor into executing this Lease. Should such cancellation occur, Lessee hereby waives any claim for damages against Lessor and any rights granted under this Lease.

**10. PAYMENT OF TAXES:** Lessee must pay all municipal, county, state and federal taxes upon the receipts taken in for each Event, which are required to be paid, whether in the nature of a sales tax or other tax. The only exception to this is if Lessee obtains from the proper governmental entity a written exemption and present such exemption to



the Lessor's Agent prior to the particular Event(s) to which the exemption relates.

**11. LIEN:** Lessee grants Lessor the first lien against box office receipts on all of Lessee's property at the Facility, to pay Lessor for all unpaid rental fees, reimbursable expenses, and taxes due for Lessee's Event(s) at the Facility. Further, Lessee grants Lessor the right to escrow any remaining box office receipts with an arbitrator who will determine how much money, if any, is owed to each stagehand, musician, usher, ticket taker, security personnel, spotlight operator, sound technician, box office personnel, and any other employee or subcontractor of Lessee for any event at the Facility. Lessor will choose the name of the arbitrator, who will determine how to dispense the proceeds Lessor escrows with the arbitrator. The arbitrator must dispense the proceeds within ten (10) workdays after Lessor escrows the box office receipts with the arbitrator.

**12. INDEMNITY:** Lessee must indemnify and hold harmless Lessor and Kleberg County, their officers, agents, elected officials, and employees from and against all claims, demands, causes of action, costs and liabilities, in law or in equity, of every kind and nature whatsoever, directly or indirectly resulting from or caused by the Lessee's use and occupation of the Facilities for the Event(s) whether such use is authorized or not, or from any act or omission of Lessee and Kleberg County, or of their officers, agents, elected officials, employees, guests, patrons, or invitees. Lessee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against Lessor and Kleberg County, their officers, agents, elected officials, and employees, or any such claim, demand or cause of action, and Lessee shall pay and satisfy any judgment or decree which may be rendered against Lessor and Kleberg County, their officers, agents, elected officials, and employees, in any such suit or legal proceedings.

**13. CANCELLATION BY LESSEE :** If Lessee cancels the Event or fails to occupy the Premises at the time specified, all deposits required by this Lease are forfeited to Lessor as liquidated damages. Lessee will pay any reimbursable expenses incurred by Lessor in connection with the Event. Lessee will pay any reimbursable expenses incurred by Lessor in connection with the Event.

**14. DEFAULT:** If Lessee defaults in the payment of the rent at the time specified or if Lessee defaults in any other Lease covenant, this Lease, at the option of the Lessor, will terminate and the relation of the parties will be the same in all respects as if said term had fully expired; and Lessor may reenter the Facility and hold the same, remove all persons therefrom, and resort to any legal proceeding to obtain such possession, and Lessee shall pay the full amount of said rental as herein agreed to be paid.

**15. COMPLIANCE WITH LAWS AND REGULATIONS:** Lessee must comply with all applicable laws, ordinances, and regulations adopted or established by federal, state, or local governmental agencies, as well as all Facility rules and regulations provided by Lessor, and Lessee will require its agents and employees to do so. Lessee also is

responsible for seeing that no activities in violation of federal, state or local laws are permitted in or on the Facilities. Lessee will obtain and pay for all necessary permits and/or licenses. Nothing may be presented, used, or sold that is contrary to law or prohibited by ordinances of the City of Kingsville.

**16. PUBLIC SAFETY:** Lessee must conduct its activities with regard to public safety, and will heed applicable regulations and requests by governmental agencies responsible for public safety. Lessee must keep unobstructed all portions of the sidewalks, entries doors, corridors, stairways, passageways, and all ways of access to public utilities at the Facility. Lessee will not bring onto the Premises anything likely to endanger any person on the Premises, or to constitute a hazard to property thereon without prior approval of Lessor.

**17. DEFACEMENT OF FACILITY:** Lessee will, upon termination of this lease, surrender the Facility in as good an order and condition as existed at the start, acts of God and ordinary wear and tear, excepted. Lessee shall not injure, mar, or in any manner deface said Facility, and shall not cause or permit anything to be done whereby said Facility or equipment therein is in any manner injured, marred or defaced. Lessee will not drive or permit to be driven, nails, hooks, tacks, or alternations of any kind therein. No bills, signs or other articles shall be taped, pasted, nailed or otherwise attached to the interior walls, exterior walls or any other portion of said Facility without the prior written approval of Lessor's Agent.

**18. PAYMENT FOR DAMAGES:** Lessee will pay costs of repair or replacement for any and all damages of whatever origin occurring during the term of these Lease in order to restore the Facility to a condition equal to that which existed when the Lease began. If requested by Lessor's Agent, Lessee must post from ticket sales receipts, before settlement, an amount equal to Lessor's Agent's estimate of the cost of such restoration. Lessor's Agent will give a detailed accounting to Lessee at the end of such restoration.

**19. ADVERTISING:** Lessee may advertise any Event if the means and manner of such advertising meets with the approval of Lessor's Agent. All advertising of the Event will be honest and true and will include accurate information on show times and ticket prices.

**20. TICKETS:** For ticketed events, Lessee will control and direct the ticket office, ticket personnel and ticket sales revenue until settlement. Lessee must purchase tickets with manifest attached from bonded ticket printing company only.

**21. BOX OFFICE SERVICES:** Lessee may enter into a separate agreement with Lessor for box office services, which shall be attached to the lease. Lessor shall account for funds that it handles, controls, keeps or has custody of and which are due the Lessee.

**22. SEATING CAPACITY:** Lessee shall neither sell nor distribute tickets or passes in excess of the seating capacity of the Facility, as determined by Lessor. Lessor will have the right to retain a certain number of seats as backup for problem seat locations and to determine the maximum number of persons which will be admitted at any one time to an exhibit, show, or event. Any seats with limited or impaired view or any backstage seats will be so clearly marked.

**23. REFUND OF TICKET REVENUE:** Lessor's Agent has the right to decide whether Lessee must issue tickets refunds for cause, in keeping with Lessor's policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment when exchange for a comparable location is not possible, failure of projection equipment, or failure of the Event to show or to go on stage within a reasonable time after the performance time advertised by Lessee.

**24. CONCESSIONS:** Lessor, through its concession(s), reserves the sole right to sell or serve refreshments, including food, confectionery, cigars and cigarettes; the sole right to sell or serve alcoholic beverages; the sole right to parking concessions; and the right to conduct stand checks. Lessee shall not engage in any such business in the facility.

**25. PROGRAMS, SOUVENIRS, NOVELTIES, RECORDS AND TAPES:** These items must be approved in advance by Lessor's concessionaire. The concessionaire will collect a fee on all items sold and will withhold from gross sales the amounts due the vendors, concessionaire, and Lessor.

**26. FREE SAMPLES:** No free samples of food, beverage, or any other product may be given away or otherwise distributed without prior written approval of Lessor's Agent, and compliance with any applicable additional insurance requirements.

**27. CATERING:** Any reputable caterer, if approved in advance by Lessor's Agent, may perform catering. The caterer must comply with all alcoholic beverage laws as they apply to this facility. Lessee must tell Lessor's Agent the name of the caterer no less than ten days prior to the date of the Event.

All bartenders must be TABC certified. Food sales require a permit from the City of Kingsville and all servers must have a food handlers permit. No open flames inside the coliseum. No fires in the ground outdoors.

**28. STAFFING:** Lessor's Agent will tell Lessee the minimum number of security personnel and other types of support personnel needed to properly conduct an Event of the type proposed by Lessee. Lessee must employ or contract for at least the minimum number and type of employees suggested by Lessor's Agent. Lessee must have a person with authority in charge at each Event. If Lessor's Agent brings a staffing problem to the authorized person, he/she must resolve the staffing problem within 30

minutes of notification or Lessor's Agent may shutdown the Event. Security services must be coordinated through Licensed Peace Officers.

**Special Services and Charges**

1. Security Officers and the operation of metal detectors will be required at all events in which alcohol will be sold or at events which are deemed necessary by the Parks & Recreation Manager. Licensed Peace Officers hired by Lessee must be approved by the Parks & Recreation Manager. Metal detectors will be required to scan ALL who enter the building, with no exceptions. All security expenses are the responsibility of the Lessee.

Licensed Peace officers required by Lessor are strictly hired for crowd control, building security and exit doors. Lessee will need to hire additional security to cover headlining artist escorts, ticket booths, money boxes, parking areas, etc. T-shirt security may be hired to assist with watching doors as long as enough licensed peace officers remain in close proximity to assist with any situations at the door.

A complete plan for security must be provided to the Parks & Recreation Manager no less than one (1) week before event.

Security will be hired based on the following numbers:

<u>Attendance</u>	<u># of Officers required</u>
0-500	4
501-1000	6
1001-1500	8
1501-2000	10
2001-2500	12
2501-3000	14
3001-3500	16
3500-4000	18
4001-4500	20
4501-5000	22

**29. NOTICE OF EVENT REQUIREMENTS:** Lessee shall submit to Lessor's Agent at least thirty days prior to the first day of the Event for Lessee's Agent's approval prior to set up: a complete outline of all Events with three full and complete copies of the floor outline of all Event requirements and for all exhibit Events.

**30. CONTROL OF FACILITY/RIGHT OF ENTRY:** In leasing space to the Lessee, Lessor does not give up control or the right to enforce all necessary laws, rules and regulations. Duly authorized agents of Lessor may enter the Facility at any time and on

any occasion without any restrictions whatsoever.

**31. INTERMISSION:** Lessee will allow an intermission of not less than fifteen minutes for each Event in the Facility lasting over an hour and a half.

**32. ANNOUNCEMENTS:** Lessor is entitled to make announcements as Lessor's Agent may deem necessary in the interest of public safety. Lessee will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements.

**33. PERSONS VIOLATING THE LAW:** If Lessor has good cause to believe that any person at the Facility is in violation of Federal, State or local law, ordinance or regulation, Lessor's Agent may object, or cause to be ejected any such person or persons.

**34. BROADCAST RIGHTS:** Lessor reserves all rights and privileges for outgoing television broadcasts originating from this Facility during the term of this lease. Should Lessor grant Lessee such privilege, Lessor's Agent has the right to require advance payment of any estimated related costs to Lessor and may also require payment for said privilege in addition to the rental fee. Lessor's Agent's permission must be obtained in writing in advance of the broadcast date.

**35. ACT CONTRACT:** Lessee assures Lessor that is has a valid contract with the performers who will put on the Event and upon request shall submit a copy of the contract to Lessor's Agent.

**36. COPYRIGHTS:** Lessee must assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the Event. Lessee must indemnify, defend and hold harmless Lessor from any claims or costs, including legal fees, which might arise from question of use of any such material described above.

**37. LESSEE'S PROPERTY:** Lessor will accept delivery of property addressed to Lessee only as a service to Lessee, and Lessee must indemnify and hold harmless Lessor and Kleberg County for any loss or damage to such property in the receipt, handling, care or custody of such property at any time and from any claim or costs related to claims from any third party for loss or damage to property at the Facility during the time covered by this Lease.

**38. EXHIBIT ENTRANCE:** All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or out of the Facility only at such entrances and during such hours as designated by Lessor's Agent.

**39. LOST ARTICLES:** Lessor shall have the sole right to collect and have custody of articles left at the Facility by persons attending any Event. Lessee or any person in

Lessee's employ shall not collect or interfere with the collection or custody of such articles.

**40. CIVIL RIGHTS:** Lessee must not discriminate against any employee or any applicant for employment because of race, religion or national origin, and will not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

**41. NON-ASSIGNMENT:** Lessee shall not assign this lease or allow any use of the Facility other than that herein specified, or let or sublet the same, or allow any article to be brought into or act done at the Facility that increases the premiums on the policy or policies of insurance held by Lessor on its Facility or violates the terms on any such policy.

**42. UNAVOIDABLE HAPPENINGS:** Should the Facility or any part thereof be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence by or the United States Government or the State of Texas, or any arm or instrumentality thereof, renders the fulfillment of this Lease impossible, then this Lease terminates. Lessee shall pay rental for the Facility only up to the time of such termination at the rate herein specified, and Lessee hereby waives any claims for damages or compensation should this Lease be so terminated.

**43. EVACUATION OF FACILITY:** If it becomes necessary, in the Lessor's Agent's judgment, to evacuate the Premises because of the bomb threat or for other reasons of public safety, Lessee will retain possession of the Facility for sufficient time to complete presentation of the Event without additional rental charge providing such time does not interfere with another lease. If it is not possible to complete the presentation of the Event, the rental shall be forfeited, prorated or adjusted at the discretion of the Lessor's Agent, based on the situation, and the Lessee hereby waives any claim for damages or compensation from the Lessor.

**44. INTERRUPTION OR TERMINATION OF EVENT:** Lessor retains the right to interrupt or terminate any Event when, in the sole judgment of Lessor's Agent, such act is necessary in the interest of public safety.

**45. SCHEDULING:** Unless otherwise specified in writing, Lessor may schedule other similar events both before and after the dates of this lease without notice to Lessee.

**46. RELOCATION AND EVENT:** If Lessor's Agent determines that suitable space for the Event is not available at the J.K. Northway Expo Center, and gives Lessee thirty (30) days prior written notice, Lessor's Agent may relocate any Event scheduled at the Facility. In compensation for this relocation, Lessee will be charged only 50% of the normal Facility rental fee. Special services and equipment rental fees will be the same as the normal fees that would be charged if the Event was being held in the Facility.

**47. OTHER CONDITIONS:** Any matters not expressly provided for in this Lease will be at the sole discretion of Lessor. Lessee and Lessor stipulate that in entering this Lease they are not in any way partners or joint ventures but are to each other Lessor and Lessee, respectively, and occupy that status only.

**All Lessees Must:**

**All Lessees need to meet with Parks & Recreation Department Staff to coordinate the schedule and needs of the event in advance.**

**All Lessees are responsible for providing a General Liability Insurance Policy naming the City of Kingsville and Kleberg as Additional Insureds.**

**All Lessees having alcohol at their event are responsible for providing Liquor Liability Insurance naming the City of Kingsville and Kleberg County as Additional Insureds.**

**All Lessees having alcohol at their event are REQUIRED to hire licensed security officers thru a Local Law Enforcement Organization to handle crowd control. They are also required to have metal detectors of some kind at each entrance.**

**All food vendors are required to have proper licenses and permits from City-County Health Department.**

**All alcohol vendors are required to provide copies of licensing and permits from TABC and are required to follow ALL TABC guidelines regarding purchase, sale and handling of alcoholic beverages.**

**All vendors are required to collect and pay the proper Sales taxes to the State, City and County.**

**No open flames are allowed inside the coliseum – this includes butane cookers and open candles.**

**Pets are not allowed in the coliseum unless in show.**

**Lessees are responsible for insuring safe loading and unloading of equipment and vendors equipment into and out of the building. Lessees are responsible for insuring that all persons or groups associated with this event use proper**

equipment needed for any task or set up they undertake. For instance – chairs are NOT to be used as ladders.

Lessees are responsible for making sure that electrical cords are used in a safe manner free from overloading power outlets and causing trip hazards.

Lessees are responsible for making sure that NO ONE SITS ON TABLES.

Lessees are responsible for making sure that while air conditioners are in use that ALL DOORS REMAIN CLOSED AT ALL TIMES. OVERHEAD DOORS MAY NOT BE LEFT OPEN FOR EXTENDED PERIODS WHILE A/C UNITS ARE ON.

By signature below Lessee understand and agrees to all requirements and rules detailed herein.

This Lease shall bind the parties and their respective heirs, executors, successors, administrators and assigns.

This lease must be signed in duplicate and returned to Lessor within ten (10) days, along with all rental fees and deposits, or it may be considered null and void.

SIGNED IN DUPLICATE ORIGINALS on the date shown on page one of this Lease.

City of Kingsville, Texas,

  
Susan Ivy

Parks & Recreation Manager, as agent for City of Kingsville  
**LESSOR**

BY \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
On behalf of \_\_\_\_\_  
**LESSEE**

Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_



# **AGENDA ITEM #18**

**RESOLUTION NO. 2015-\_\_\_\_\_**

**A RESOLUTION CASTING THE CITY OF KINGSVILLE'S VOTES FOR CANDIDATE AL GARCIA TO THE BOARD OF DIRECTORS FOR THE KLEBERG COUNTY APPRAISAL DISTRICT; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Property Tax Code states that the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it the Chief Appraiser before December 15<sup>th</sup>; and

**WHEREAS**, the governing body may cast all its votes for one candidate or distribute the votes among any number of candidates for persons named on the ballot; and

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

**I.**

**THAT** pursuant to Texas Property Tax Code Section 6.03, the City of Kingsville is entitled to cast votes for candidates to the local appraisal district board of directors.

**II.**

**THAT** the City of Kingsville hereby casts all of its votes for candidate Al Garcia for election to the Board of Directors for the Kleberg County Appraisal District for the 2016-2016 term.

**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.

**PASSES AND APPROVED** by a majority vote of the City Commission on the 9 th day of November, 2015.

---

Sam R. Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**KLEBERG COUNTY APPRAISAL DISTRICT**  
**502 E. KLEBERG \* P.O. BOX 1027 \* KINGSVILLE, TX 78364**  
**BUS. (361) 595-5775 \* FAX (361) 595- 7984**

**received**  
**10-20-15**

DATE: October 20, 2015

TO: SAM FUGATE, CITY OF KINGSVILLE MAYOR

FROM: ERNESTINA (TINA) FLORES, R.P.A.  
CHIEF APPRAISER OF KLEBERG COUNTY

Enclosed is the ballot listing the nominees for the Board of Directors of the Kleberg County Appraisal District in alphabetical order by candidate's last name. According to the Property Tax Code, I should deliver this ballot before October 30<sup>th</sup>.

I have also enclosed another copy of the 2016 Board of Directors Votes Per Voting Unit spreadsheet and another copy of the Calculation of Voting Entitlement For Each Voting Unit spreadsheet that were included in the Board of Directors election letter that was dated August 11, 2015.

The Texas Property Tax Code states that the governing body of each taxing unit entitled to vote shall determine its vote **by resolution** and submit it the chief appraiser **before December 15<sup>th</sup>**. You may cast all your votes for one candidate or you may distribute the votes among any number of candidates, but the casting of votes must be in the form of a motion in order to be a resolution.

According to the Property Tax Code, a voting entity must cast its votes for a person named on the ballot. The Chief Appraiser may not count any votes for someone not listed on the official ballot. The Chief Appraiser will count the votes and notify the taxing units and the candidates of the results before December 31, 2015.

Thank you for your cooperation in this matter. Please feel free to call me if you have any questions.

Sincerely,



Ernestina "Tina" Flores, R.P.A.  
Chief Appraiser

Enclosures

Cc: Courtney Alvarez, Interim City Manager  
Mary Valenzuela, City Secretary

ELECTION OF BOARD OF DIRECTORS  
FOR THE  
KLEBERG COUNTY APPRAISAL DISTRICT  
FOR THE 2016 – 2017 TERM

**BALLOT**

INSTRUCTION NOTE: All votes may be cast for one candidate or may  
be distributed among any number of candidates.

<i>CANDIDATES</i>	<i>VOTES</i>
<u>Crocker, Vern</u> _____→	_____
<u>Garcia, Al</u> _____→	_____
<u>Garcia, Filiberto</u> _____→	_____
<u>Morales, Daniel</u> _____→	_____
<u>Yaklin, Lynn</u> _____→	_____

TOTAL \_\_\_\_\_

KLEBERG COUNTY APPRAISAL DISTRICT  
2015 BOARD OF DIRECTORS VOTE DISBURSEMENT

TAXING JURISDICTIONS	2014 LEVIES	PERCENT	TOTAL VOTES	DISTRICT VOTES
KLEBERG COUNTY	\$10,284,455.67	29.98%	5000	1500
CITY OF KINGSVILLE	\$6,146,920.48	17.92%	5000	895
KINGSVILLE I.S.D.	\$11,357,889.25	33.11%	5000	1655
RICARDO I.S.D.	\$1,599,774.92	4.66%	5000	235
RIVIERA I.S.D.	\$2,250,036.31	6.56%	5000	325
SANTA GERTRUDIS I.S.D.	<u>\$2,663,609.72</u>	<u>7.77%</u>	5000	<u>390</u>
TOTAL	\$34,302,686.35	100.00%		5000

KLEBERG COUNTY APPRAISAL DISTRICT  
2015 BOARD OF DIRECTORS  
VOTE CALCULATIONS

**KLEBERG COUNTY**

10,284,455.67 / 34,302,686.35  
.299815 X 1000 = 299.81  
300 X 5 = 1500

**CITY OF KINGSVILLE**

6,146,920.48 / 34,302,686.35  
.179196 X 1000 = 179.20  
179 X 5 = 895

**KINGSVILLE I.S.D.**

11,357,889.25 / 34,302,686.35  
.331108 X 1000 = 331.11  
331 X 5 = 1655

**RICARDO I.S.D.**

1,599,774.92 / 34,302,686.35  
.046637 X 1000 = 46.64  
47 X 5 = 235

**RIVIERA I.S.D.**

2,250,036.31 / 34,302,686.35  
.065594 X 1000 = 65.59  
65 X 5 = 325

**SANTA GERTRUDIS I.S.D.**

2,663,609.72 / 34,302,686.35  
.07765 X 1000 = 77.65  
78 X 5 = 390

# **AGENDA ITEM #19**



**RESOLUTION 20154- \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING THE RELEASE OF CHAPTER 59 FUNDS OF THE KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE FOR DONATION TO THE BOYS & GIRLS CLUB OF KINGSVILLE.**

**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 Boys & Girls 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 study opportunities, athletic programs, field trips and other activities with a drug-free message that have a positive impact on the children of Kingsville, as well as their new SMARTMoves program;

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

I.

**THAT** the City Commission authorizes the Kingsville Specialized Crimes and Narcotics Task Force to assist with a \$5,000 donation to the Boys & Girls Club of Kingsville, to help educate young people about living a drug-free and alcohol-free lifestyle and comply with any reporting requirement the Task Force may designate.

II.

**THAT** local elected representatives shall be encouraged to promote, endorse, and support the Boys & Girls Club of Kingsville 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 9th day of November, 2015.

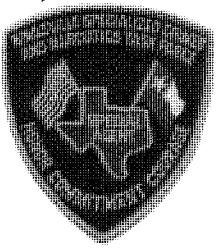
\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**KINGSVILLE SPECIALIZED CRIMES  
AND NARCOTICS TASK FORCE**

**P. O. BOX 213**

**KINGSVILLE, TEXAS 78364**

[tfadmin@kingsvilletaskforce.com](mailto:tfadmin@kingsvilletaskforce.com)

**(361) 595-5778**

**Fax (361) 595-5781**



October 30, 2015

Ms. Courtney Alvarez  
Interim City Manager  
City of Kingsville, Texas

Ms. Alvarez,

The Kingsville Specialized Crimes & Narcotics Task Force has received a Chapter 59 donation request from the Boys & Girls Club of Kingsville, Texas. This organization has submitted an application to the Kingsville Task Force and their request has been approved by me.

The Kingsville Task Force's 2015/2016 Annual Budget was approved with a total of \$38,000.00 allocated in the Donation's line item (008-5-2330-31444). This donation request of \$5,000.00 if approved, will be distributed by the Kingsville Task Force. The above organization will receive a \$5,000.00 donation resulting in an account balance of \$25,500.00 remaining in the Kingsville Task Force's Donations line item.

If you approve this request, can it be placed on the Regular City's Commissioners Court Agenda for Monday November 9, 2015? Your kind consideration to this request will be greatly appreciated.

Sincerely,

Guillermo "Willie" Vera, Commander  
Kingsville Specialized Crimes & Narcotics Task Force

Attachments

# APPLICATION FOR CHAPTER 59 DONATION 2015

Task Force – Willie Vera

1. APPLICANT'S

NAME John Perez

ADDRESS 1238 E. Kenedy, Kingsville, TX PHONE 361-592-2100

2. ORGANIZATION'S

NAME Boys & Girls Club of Kingsville

ADDRESS 1238 E. Kenedy, Kingsville, TX PHONE 361-592-2100

3. NARRATIVE: Explain what will be done with the contribution to insure compliance with the disposition of forfeited property under Chapter 59 of the Texas Code of Criminal Procedure and the number of citizens it will affect in our community.

First off, we would like to thank you for your continued support to The Boys & Girls Club of Kingsville. We are proud to say that with your help, we have been able to continue to assist the children of Kingsville and the surrounding areas. We hope that we can continue to provide such quality to the children and assist them in creating brighter futures. We truly are making a difference in lives.

We are currently asking for a donation that would assist us in our evidenced based program SMARTMoves. The funds would go directly towards the needed supplies to enhance and improve our ongoing program. Our SMARTMoves program is a Skills Mastery and Resistance training program that focuses on the prevention of ATOD-Alcohol, tobacco and other drugs. The curriculum breaks down into sessions and provides daily activities that surround drug prevention and awareness. It also goes into detail and explains how to avoid alcohol, tobacco and other drugs as well as avoiding drug related activities. Another area that would be targeted this year would be our STEM Program. This program allows our children to learn the importance of Science, Technology and Math while having fun with hands on learning styles and exercises.

During the school year we average 80 to 100 youth on a daily basis. At our others sites, we average 75 students. Our largest membership ranges from the age of 6 to 17. We are in need of assistance to put a stop to our youth being unaware of the dangers of drugs and alcohol. It is time we do something about it. With your support, we can continue these services and play an impact on our youth making them aware of the dangers in society today.

Please consider making this investment in our youth of tomorrow.

APPROVED:

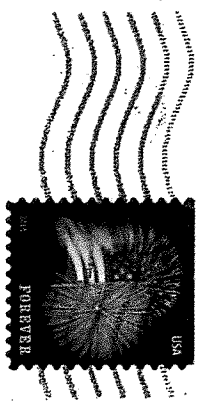
Guillermo Vera, KTF Cmdr.

Date:

10/30/15 9:40 AM

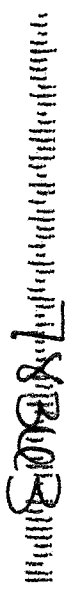
Boys & Girls Club of Kingsville  
1238 E. Kennedy  
Kingsville, Texas  
78363

CORPUS CHRISTI  
TX 78411  
05 OCT 2015 PM



Kingsville Task Force  
C/O Willie Vera  
PO Box 213  
Kingsville, Texas

7836480213



# **KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE**

## **Chapter 59 Donation Policy**

1. A person/entity seeking a donation (financial assistance) through the Kingsville Specialized Crimes and Narcotics Task Force and with particularity Chapter 59 Forfeiture Funds shall file an application with the Commander on forms provided through his office.
2. The filing procedures shall be as follows:
  - a. Filing period. An application for financial assistance shall be filed with the Commander not less than 30 days or more than 60 days prior to the proposed donation.
  - b. The name, address and telephone number of the entity seeking a donation.
  - c. No more than one donation will be made per calendar year.
  - d. Applicant shall provide documentation relating to any other financial assistance that they receive for review by the Commander.
3. Applicant must meet one of the following criteria:
  - a. Nonprofit program for the prevention of drug abuse, applicant must provide a copy of the organization's charter.
  - b. Nonprofit chemical dependency treatment facilities licensed under Chapter 464, Health and Safety Code;
  - c. Nonprofit drug and alcohol rehabilitation or prevention programs administered or staffed by professionals designated as qualified and credentialed by the Texas Commission on Alcohol and Drug Abuse; or
  - d. Must be an organization that has the same beliefs and value system as the Kingsville Specialized Crimes and Narcotics Task Force and the law enforcement code of ethics.
  - e. Short written statement explaining what will be done with the contribution to insure compliance with the disposition of forfeited property under Chapter 59 of

the Texas Code of Criminal Procedure and the number of citizens it will affect in our community.

4. The Commander shall grant or deny a permit solely on the basis of the requirements stated in the aforementioned sections above. The Commander shall advise the organization's point of contact of the decision to grant or deny the request for contribution no later than the sixtieth day after date of receiving the completed application and all required attachments.

## **AGENDA ITEM #20**

**RESOLUTION #2015-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING THE RELEASE OF CHAPTER 59 FUNDS OF THE KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE FOR DONATION TO FAMILY COUNSELING SERVICES 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**, Family Counseling Services is a non-profit organization that is a nationally accredited program through the Council on Accreditation and has provided services to Coastal Bend communities for more than six decades, especially families that are at risk for drug and alcohol issues;

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

I.

**THAT** the City Commission authorizes the Kingsville Specialized Crimes and Narcotics Task Force to assist with a \$5,000 donation to Family Counseling Services to help educate people about living a drug-free and alcohol-free lifestyle. Family Counseling Services will submit quarterly charitable contribution reporting forms to the Kingsville Specialized Crimes and Narcotics Task Force and comply with any reporting requirement the Task Force may designate.

II.

**THAT** local elected representatives shall be encouraged to promote, endorse, and support Family Counseling Services 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 9th day of November, 2015.

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

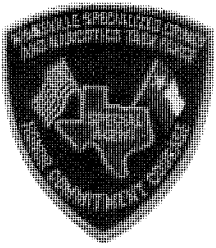
**ATTEST:**

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

**APPROVED AS TO FORM:**

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





**KINGSVILLE SPECIALIZED CRIMES  
AND NARCOTICS TASK FORCE**

**P. O. BOX 213**

**KINGSVILLE, TEXAS 78364**

**[tfadmin@kingsvilletaskforce.com](mailto:tfadmin@kingsvilletaskforce.com)**

**(361) 595-5778**

**Fax (361) 595-5781**



October 30, 2015

Ms. Courtney Alvarez  
Interim City Manager  
City of Kingsville, Texas

Ms. Alvarez,

The Kingsville Specialized Crimes & Narcotics Task Force has received a Chapter 59 donation request from the Family Counseling Service in Corpus Christi, Texas. This organization has submitted an application to the Kingsville Task Force and their request has been approved by me since they also provide the same services to our residents in Kingsville, Texas.

The Kingsville Task Force's 2015/2016 Annual Budget was approved with a total of \$38,000.00 allocated in the Donation's line item (008-5-2330-31444). This donation request of \$5,000.00 if approved, will be distributed by the Kingsville Task Force. The above organization will receive a \$5,000.00 donation resulting in an account balance of \$30,500.00 remaining in the Kingsville Task Force's Donations line item.

If you approve this request, can it be placed on the Regular City's Commissioners Court Agenda for Monday November 9, 2015? Your kind consideration to this request will be greatly appreciated.

Sincerely,

Guillermo "Willie" Vera, Commander  
Kingsville Specialized Crimes & Narcotics Task Force

Attachments

**KINGSVILLE SPECIALIZED CRIMES  
AND NARCOTICS TASK FORCE  
APPLICATION FOR CHAPTER 59 DONATION**

1. **APPLICANT'S**  
NAME DAVID SCHROLL ADDRESS 3833 S STAPLES #5203 PHONE 361-852-9665  
CORPUS CHRISTI, TX 78411
2. **ORGANIZATION'S**  
NAME FAMILY COUNSELING ADDRESS 3833 S. STAPLES #5203 PHONE 361-852-9665  
SERVICE CORPUS CHRISTI, TX 78411
3. **NARRATIVE:** Explain what will be done with the contribution to insure compliance with the disposition of forfeited property under Chapter 59 of the Texas Code of Criminal Procedure and the number of citizens it will affect in our community.

Family Counseling Service would like to request the use of funds under Chapter 59 of the Texas Code of Criminal Procedure to be used for its counseling programs which include: providing drug and alcohol intervention, counseling, mental health, and marriage preservation services to families that are at risk of experiencing drug and alcohol issues, family violence, or the abuse or neglect of a child.

APPROVED: \_\_\_\_\_

Guillermo Vera, Cmdr.  
Guillermo Vera, Commander

DATE: \_\_\_\_\_

10/30/15 TIME: 9:15 Am

# Family Counseling Service

July 23, 2015

3833 S Staples, S203  
Corpus Christi, TX 78411  
361-852-9665  
361-852-2794 (fax)

Commander Guillermo Vera  
1700 East King Avenue  
Kingsville, TX 78363

603 E Kleberg  
Kingsville, TX 78363  
361-592-6058  
361-592-7843 (fax)

Dear Commander Vera,

I am writing as I am aware of the Family Preservation Fee that counties are able to use to provide funding to non-profit organizations that provide services as identified in subsection (e) of Section 51.961 of the Texas Government Code.

[www.ccfamilyservices.org](http://www.ccfamilyservices.org)



CREDIBILITY • INTEGRITY • ACHIEVEMENT

I would like to ask that Kleberg County consider Family Counseling Service (FCS) and the services we provide to families as a potential recipient of these funds. Our services which include: providing drug and alcohol intervention, counseling, mental health, and marriage preservation services to families that are risk of experiencing drug and alcohol issues, family violence, or the abuse or neglect of a child.

I would like to ask that Kleberg County consider Family Counseling Service, (FCS) a nationally accredited program through the Council on Accreditation, for the services we provide to families as a potential recipient of these funds. FCS has served our Coastal Bend communities for more than six decades. Our mission is to "strengthen children, individuals and families".

Subsection (e) of Section 51.961 of the Texas Government Code states: "a service provider who receives funds under section (d) may provide family violence and child abuse prevention, intervention, family strengthening, mental health, counseling, legal and marriage preservation services to families that are at risk of experiencing or that have experienced family violence or the abuse or neglect of a child."

Our name, Family Counseling Service, represents what it is that we do and I believe we fit the service criteria that these funds were intended for.

I can be reached at (361) 852-9665, extension 1211.

Please consider Family Counseling Service in your planning when dispensing these funds.

Respectfully,

David Schroll, MS, LPC-S, LSOTP  
Executive Director

**Executive Director**  
David Schroll  
MS, LPC-S, LSOTP

**Board of Directors**  
Angie Garcia  
Missy Garcia  
John Lusins  
Albert Martinez  
Rey Rangel  
Emilia C Richard  
Lia Rosales  
Gina Weir  
Kay West

**Kingsville  
Advisory Board**  
Al Garcia  
Randy Hughes  
Mary Ann Oldham  
Crispin Trevino

3833 S Staples, S203  
Corpus Christi, TX 78411  
361-852-9665  
361-852-2794 (fax)

Judge Rudy Madrid  
Kleberg County  
P.O. Box 752  
Kingsville, TX 78364

603 E Kleberg  
Kingsville, TX 78363  
361-592-6058  
361-592-7843 (fax)

RE: CHAPTER 59. FORFEITURE OF CONTRABAND

Dear Judge Madrid,

I am writing as I am aware of the CODE OF CRIMINAL PROCEDURE TITLE 1. CODE OF CRIMINAL PROCEDURE CHAPTER 59. FORFEITURE OF CONTRABAND which states in Art. 59.06. DISPOSITION OF FORFEITED PROPERTY (d-2) The head of a law enforcement agency or an attorney representing the state may use as an official purpose of the agency or attorney proceeds or property received under this chapter to make a donation to an entity that assist in: (2) the provision of: (A) mental health, drug, or rehabilitation services; or (B) services for victims or witnesses of criminal offenses or instances of abuse described by Subdivision (1).

Family Counseling Service (FCS) has served our Coastal Bend communities for over 72 years providing professional therapy, education, advocacy and other supportive services to children and families. Individuals and families seek assistance from FCS for many reasons including: drug and alcohol abuse, marital and relationship issues, parenting support, child behavioral problems, trauma from victimization, sexual/physical/emotional abuse, anger management, etc.

Many of our clients have household incomes of \$30,000 or less annually and are unable to pay the full cost of therapy services. Many are uninsured or underinsured. No one is turned away because of their inability to pay.

The hard cost of providing one hour of therapy was \$115 in 2014 and the average reimbursement we received was \$56.00 per hour. This resulted in a loss of approximately \$59.00 for every hour of therapy we provided.

During 2014 we provided Kingsville Residents 1,013 billable hours out of the Family Counseling Services office in Kingsville. Providing these services resulted in a loss to Family Counseling Service of approximately \$59,767 for 2013.

www.ccfamilyservices.org



Credibility • Integrity • Achievement

Executive Director  
David Schroll  
MS, LPC-S, LSOTP

Board of Directors  
Angie Garcia  
Missy Garcia  
John Lusins  
Albert Martinez  
Rey Rangel  
Emilia C Richard  
Lia Rosales  
Gina Weir  
Kay West

Kingsville  
Advisory Board  
Al Garcia  
Randy Hughes  
Mary Ann Oldham  
Crispin Trevino



United Way of the Coastal Bend

# Family Counseling Service



I would like to ask that Kleberg County and the City of Kingsville consider Family Counseling Service as a potential recipient of some of these donated funds.

3833 S Staples, S203  
Corpus Christi, TX 78411  
361-852-9665  
361-852-2794 (fax)

603 E Kleberg  
Kingsville, TX 78363  
361-592-6058  
361-592-7843 (fax)

[www.ccfamilyservices.org](http://www.ccfamilyservices.org)

If you have any questions or I can be of further assistance when considering this request, please feel free to contact me at (361) 852-9665, extension 1211. Thank you for your consideration.

Celebrating Families,

**David Schroll, MS, LPC-S, LSOTP**  
**Executive Director**



CREDIBILITY • INTEGRITY • ACHIEVEMENT

cc: County Attorney Kira Talip  
District Attorney John T. Hubert  
Commissioner David Rosse  
Commissioner Joe Hinojosa  
Commissioner Roy Cantu  
Commissioner Romeo Lomas  
City Commissioner Al Garcia

**Executive Director**  
David Schroll  
MS, LPC-S, LSOTP

## **Board of Directors**

Angie Garcia  
Missy Garcia  
John Lusins  
Albert Martinez  
Rey Rangel  
Emilia C Richard  
Lia Rosales  
Gina Weir  
Kay West

## **Kingsville**

### **Advisory Board**

Al Garcia  
Randy Hughes  
Mary Ann Oldham  
Crispin Trevino



United Way of the Coastal Bend

Family  
Counseling  
Service



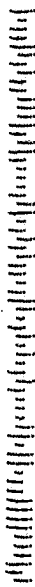
3833 S. Staples, S203  
Corpus Christi, TX 78411  
603 E. Kleberg  
Kingsville, TX 78363

Commander Guillermo Vega  
1700 East King Avenue  
Kingsville, TX 78363



UNITED STATES POSTAGE  
PITNEY BOWES  
\$ 000.480  
02 1P  
0001718477 JUL 23 2015  
MAILED FROM ZIP CODE 78401

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**KINGSVILLE SPECIALIZED CRIMES  
AND NARCOTICS TASK FORCE  
Chapter 59 Donation Policy**

1. A person/entity seeking a donation (financial assistance) through the Kingsville Specialized Crimes and Narcotics Task Force and with particularity Chapter 59 Forfeiture Funds shall file an application with the Commander on forms provided through his office.
2. The filing procedures shall be as follows:
  - a. Filing period. An application for financial assistance shall be filed with the Commander not less than 30 days or more than 60 days prior to the proposed donation.
  - b. The name, address and telephone number of the entity seeking a donation.
  - c. No more than one donation will be made per calendar year.
  - d. Applicant shall provide documentation relating to any other financial assistance that they receive for review by the Commander.
3. Applicant must meet one of the following criteria:
  - a. Nonprofit program for the prevention of drug abuse, applicant must provide a copy of the organization's charter.
  - b. Nonprofit chemical dependency treatment facilities licensed under Chapter 464, Health and Safety Code;
  - c. Nonprofit drug and alcohol rehabilitation or prevention programs administered or staffed by professionals designated as qualified and credentialed by the Texas Commission on Alcohol and Drug Abuse; or
  - d. Must be an organization that has the same beliefs and value system as the Kingsville Specialized Crimes and Narcotics Task Force and the law enforcement code of ethics.
  - e. Short written statement explaining what will be done with the contribution to insure compliance with the disposition of forfeited property under Chapter 59 of

the Texas Code of Criminal Procedure and the number of citizens it will affect in our community.

4. The Commander shall grant or deny a permit solely on the basis of the requirements stated in the aforementioned sections above. The Commander shall advise the organization's point of contact of the decision to grant or deny the request for contribution no later than the sixtieth day after date of receiving the completed application and all required attachments.



# **AGENDA ITEM #21**

**RESOLUTION #2015-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING THE RELEASE OF CHAPTER 59 FUNDS OF THE KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE FOR DONATION TO PARKS DEPARTMENT 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 Parks Department is part of a non-profit organization that provides events for the youth of this community and desires to incorporate a drug free program with these events;

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

I.

**THAT** the City Commission authorizes the Kingsville Specialized Crimes and Narcotics Task Force to assist with a \$2,500 donation to the Parks Department to help educate people about living a drug-free and alcohol-free lifestyle. the Parks Department will submit quarterly charitable contribution reporting forms to the Kingsville Specialized Crimes and Narcotics Task Force and comply with any reporting requirement the Task Force may designate.

II.

**THAT** local elected representatives shall be encouraged to promote, endorse, and support the Parks Department 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 9th day of November, 2015.

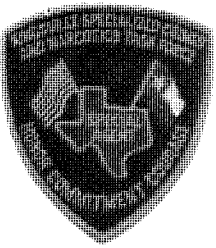
\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**KINGSVILLE SPECIALIZED CRIMES  
AND NARCOTICS TASK FORCE**  
P. O. BOX 213  
KINGSVILLE, TEXAS 78364  
[tfadmin@kingsvilletaskforce.com](mailto:tfadmin@kingsvilletaskforce.com)  
(361) 595-5778  
Fax (361) 595-5781



October 30, 2015

Ms. Courtney Alvarez  
Interim City Manager  
City of Kingsville, Texas

Ms. Alvarez,

The Kingsville Specialized Crimes & Narcotics Task Force has received a Chapter 59 donation request from the City of Kingsville's Parks & Recreation Department. This organization has submitted an application to the Kingsville Task Force and their request has been approved by me.

The Kingsville Task Force's 2015/2016 Annual Budget was approved with a total of \$38,000.00 allocated in the Donation's line item (008-5-2330-31444). This donation request of \$2,500.00 if approved, will be distributed by the Kingsville Task Force. The above organization will receive a \$2,500.00 donation resulting in an account balance of \$35,500.00 remaining in the Kingsville Task Force's Donations line item.

If you approve this request, can it be placed on the Regular City's Commissioners Court Agenda for Monday November 9, 2015? Your kind consideration to this request will be greatly appreciated.

Sincerely,

Guillermo "Willie" Vera, Commander  
Kingsville Specialized Crimes & Narcotics Task Force

Attachments

**KINGSVILLE SPECIALIZED CRIMES  
AND NARCOTICS TASK FORCE  
APPLICATION FOR CHAPTER 59 DONATION**

1. APPLICANT'S  
NAME SUSAN Ivy ADDRESS PO Box 1458 PHONE 361-595-8591
2. ORGANIZATION'S  
NAME KINGSVILLE PKRS ADDRESS Box 1458 PHONE 361-595-8591
3. NARRATIVE: Explain what will be done with the contribution to insure compliance with the disposition of forfeited property under Chapter 59 of the Texas Code of Criminal Procedure and the number of citizens it will affect in our community.

Please See Attached.

APPROVED: Guillermo Vera  
KTF Commander

DATE: 10/30/15 TIME: 10:00 AM



**Parks & Recreation**

P. O. Box 1458  
Kingsville, Texas 78364  
361-595-8591  
361-595-8596 (fax)  
sivy@cityofkingsville.com

October 30, 2015

Kingsville Task Force  
Commander Willie Vera

Dear Sir,

The Kingsville Parks & Recreation Department is requesting funding assistance in the amount of \$2500.00 to assist with several of our Youth and Family Healthy Recreation Activities during the 2015/2016 Fiscal Year. Helping to relay the Drug Free message moves hand in hand with encouraging healthy lifestyles and enjoying more "Outdoor" Activities.

Our partnership with Kingsville Task Force will begin with a banner that will stretch at the entrance of all of our activities that will introduce all of our partners and the Drug Free Zone message.

Activities will include:

Children's Zone at the Ranching Heritage on November 21<sup>st</sup>

Family Health Revolution 5k and Kids Run and 5k Kids and Adults Boot Camp

Spring Break Activities

Summer Youth Programming

All of these activities will be introducing and encouraging kids and families to spend more time enjoying outdoor activities in our Parks, Community and surrounding areas. We will provide any materials you might also assist with and that we might include in our budget to assist with relaying the dangers of the use of drugs and other unhealthy options. We include daily conversations with kids in our summer programming regarding their experiences with drug use in their homes, schools and neighborhoods as well as topics like bullying, career choices, etc.

We will send ongoing information and wrap up info and photos as our programming progresses and welcome participation by your staff in any and all of our programming.

Your kind consideration of our request is appreciated. Your support of community programming and protection of our families is greatly appreciated.

Sincerely,

Susan Ivy,



**Parks & Recreation**

P. O. Box 1458  
Kingsville, Texas 78364  
361-595-8591  
361-595-8596 (fax)  
sivy@cityofkingsville.com

**October 30, 2015**

**Kingsville Task Force  
Commander Willie Vera**

**Dear Sir,**

**The Kingsville Parks & Recreation Department is requesting funding assistance to assist with several of our Youth and Family Healthy Recreation Activities during the 2015/2016 Fiscal Year. Helping to relay the Drug Free message moves hand in hand with encouraging healthy lifestyles and enjoying more "Outdoor" Activities.**

**Our partnership with Kingsville Task Force will begin with a banner that will stretch at the entrance of all of our activities that will introduce all of our partners and the Drug Free Zone message.**

**Activities will include:**

**Children's Zone at the Ranching Heritage on November 21<sup>st</sup>**

**Family Health Revolution 5k and Kids Run and 5k Kids and Adults Boot Camp**

**Spring Break Activities**

**Summer Youth Programming**

**All of these activities will be introducing and encouraging kids and families to spend more time enjoying outdoor activities in our Parks, Community and surrounding areas. We will provide any materials you might also assist with and that we might include in our budget to assist with relaying the dangers of the use of drugs and other unhealthy options. We include daily conversations with kids in our summer programming regarding their experiences with drug use in their homes, schools and neighborhoods as well as topics like bullying, career choices, etc.**

**We will send ongoing information and wrap up info and photos as our programming progresses and welcome participation by your staff in any and all of our programming.**

**Your kind consideration of our request is appreciated. Your support of community programming and protection of our families is greatly appreciated.**

**Sincerely,**

  
**Susan Ivy,  
Kingsville Parks & Recreation Manager**

# **KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE**

## **Chapter 59 Donation Policy**

1. A person/entity seeking a donation (financial assistance) through the Kingsville Specialized Crimes and Narcotics Task Force and with particularity Chapter 59 Forfeiture Funds shall file an application with the Commander on forms provided through his office.
2. The filing procedures shall be as follows:
  - a. Filing period. An application for financial assistance shall be filed with the Commander not less than 30 days or more than 60 days prior to the proposed donation.
  - b. The name, address and telephone number of the entity seeking a donation.
  - c. No more than one donation will be made per calendar year.
  - d. Applicant shall provide documentation relating to any other financial assistance that they receive for review by the Commander.
3. Applicant must meet one of the following criteria:
  - a. Nonprofit program for the prevention of drug abuse, applicant must provide a copy of the organization's charter.
  - b. Nonprofit chemical dependency treatment facilities licensed under Chapter 464, Health and Safety Code;
  - c. Nonprofit drug and alcohol rehabilitation or prevention programs administered or staffed by professionals designated as qualified and credentialed by the Texas Commission on Alcohol and Drug Abuse; or
  - d. Must be an organization that has the same beliefs and value system as the Kingsville Specialized Crimes and Narcotics Task Force and the law enforcement code of ethics.
  - e. Short written statement explaining what will be done with the contribution to insure compliance with the disposition of forfeited property under Chapter 59 of

the Texas Code of Criminal Procedure and the number of citizens it will affect in our community.

4. The Commander shall grant or deny a permit solely on the basis of the requirements stated in the aforementioned sections above. The Commander shall advise the organization's point of contact of the decision to grant or deny the request for contribution no later than the sixtieth day after date of receiving the completed application and all required attachments.





P. O. Box 1458  
Kingsville, Texas 78364  
361-595-8591  
361-595-8596 (fax)  
sivy@cityofkingsville.com

**To: Courtney Alvarez, Interim City Manager,  
Mayor and City Commissioners**

**From: Susan Ivy, Parks Manager**

**Re: Item for Consideration – Acceptance of Donations**

**Date: October 30, 2015**

The City of Kingsville Parks Department began the planning for a “Run for Your Life” Halloween themed 5k run and outdoor movie event in September. This event was pre-approved by City Commission and we began soliciting sponsorships and participation. We have received some donations and a few registrations for participation. The event was scheduled for October 24<sup>th</sup> and had to be cancelled due to bad weather. We looked around at dates to reschedule and found many other fundraising races, runs and events with Halloween themes already scheduled so we cut our losses and cancelled the event. Our sponsors and the few participants we have talked to have agreed to allow us to use their funds and apply them to another race we are planning to kick off our Fitness campaign in January for the new year. We ask that you authorize the receipt of the following donations to the Parks Budget to be used for that cause.

Coldwell Banker \$100.00  
D’yan Lopez Insurance \$50.00  
Safety Storage \$100.00  
El Tapatio \$100.00  
El Dorado \$50.00  
Clydesman Fitness \$50.00  
Big House Burgers \$250.00  
New York Life Ins \$100.00  
First Compass Homes \$200.00  
Total \$950.00

We have also applied for a donation in the amount of \$2,500.00 from the Kingsville Task Force and Commander Vera has advised us that it will be approved for presentation to the City Commission. We will be using these funds to assist with Drug Free, Children and Family Events throughout the 2016 fiscal year. Some include the Children’s Zone at the Ranch Hand Festival, Spring Break in the Park, and Summer Programming. **I ask your support for this new partnership we have formed and authorize the receipt of the \$2500.00 donation to the Parks Budget from the Kingsville Task Force, as well as the donations of \$950.00 for the fitness campaign mentioned above.**

Walking Jogging Biking Baseball Softball Soccer Picnicking Birding Rodeo Festivals

# **AGENDA ITEM #22**



P. O. Box 1458  
Kingsville, Texas 78364  
361-595-8591  
361-595-8596 (fax)  
sivy@cityofkingsville.com

**To: Courtney Alvarez, Interim City Manager,  
Mayor and City Commissioners**

**From: Susan Ivy, Parks Manager**

**Re: Item for Consideration – Acceptance of Donations**

**Date: October 30, 2015**

The City of Kingsville Parks Department began the planning for a “Run for Your Life” Halloween themed 5k run and outdoor movie event in September. This event was pre-approved by City Commission and we began soliciting sponsorships and participation. We have received some donations and a few registrations for participation. The event was scheduled for October 24<sup>th</sup> and had to be cancelled due to bad weather. We looked around at dates to reschedule and found many other fundraising races, runs and events with Halloween themes already scheduled so we cut our losses and cancelled the event. Our sponsors and the few participants we have talked to have agreed to allow us to use their funds and apply them to another race we are planning to kick off our Fitness campaign in January for the new year. We ask that you authorize the receipt of the following donations to the Parks Budget to be used for that cause.

Coldwell Banker \$100.00  
D’yan Lopez Insurance \$50.00  
Safety Storage \$100.00  
El Tapatio \$100.00  
El Dorado \$50.00  
Clydesman Fitness \$50.00  
Big House Burgers \$250.00  
New York Life Ins \$100.00  
First Compass Homes \$200.00  
Total \$950.00

We have also applied for a donation in the amount of \$2,500.00 from the Kingsville Task Force and Commander Vera has advised us that it will be approved for presentation to the City Commission. We will be using these funds to assist with Drug Free, Children and Family Events throughout the 2016 fiscal year. Some include the Children’s Zone at the Ranch Hand Festival, Spring Break in the Park, and Summer Programming. **I ask your support for this new partnership we have formed and authorize the receipt of the \$2500.00 donation to the Parks Budget from the Kingsville Task Force, as well as the donations of \$950.00 for the fitness campaign mentioned above.**

Walking Jogging Biking Baseball Softball Soccer Picnicking Birding Rodeo Festivals

# **AGENDA ITEM #23**

**ORDINANCE NO. 2015-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 GENERAL FUND BUDGET TO ACCEPT AND EXPEND 5K AND OTHER DONATIONS FOR THE PARKS DEPARTMENT.**

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

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2015-2016 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
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**Fund 001 General Fund**

Revenues

4-4503 Parks	Park Donations	58003	\$3450	
			<u>\$3450</u>	

Expenses

5-4503 Parks	Recreation Programs	31499	\$3450	
			<u>\$3450</u>	

[To amend the City of Kingsville FY 15-16 General Fund Budget to accept and expend donations to the Parks and Recreation fitness campaign and a donation from the Kingsville Task Force and as per the attached memo from the Parks Manager.]

II.

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

III.

**THAT** if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

**INTRODUCED** on this the 9<sup>th</sup> day of November, 2015.

**PASSED AND APPROVED** on this the 23<sup>rd</sup> day of November, 2015.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



P. O. Box 1458  
Kingsville, Texas 78364  
361-595-8591  
361-595-8596 (fax)  
sivy@cityofkingsville.com

**To: Courtney Alvarez, Interim City Manager,  
Mayor and City Commissioners**

**From: Susan Ivy, Parks Manager**

**Re: Item for Consideration – Acceptance of Donations**

**Date: October 30, 2015**

The City of Kingsville Parks Department began the planning for a “Run for Your Life” Halloween themed 5k run and outdoor movie event in September. This event was pre-approved by City Commission and we began soliciting sponsorships and participation. We have received some donations and a few registrations for participation. The event was scheduled for October 24<sup>th</sup> and had to be cancelled due to bad weather. We looked around at dates to reschedule and found many other fundraising races, runs and events with Halloween themes already scheduled so we cut our losses and cancelled the event. Our sponsors and the few participants we have talked to have agreed to allow us to use their funds and apply them to another race we are planning to kick off our Fitness campaign in January for the new year. We ask that you authorize the receipt of the following donations to the Parks Budget to be used for that cause.

Coldwell Banker \$100.00  
D’yan Lopez Insurance \$50.00  
Safety Storage \$100.00  
El Tapatio \$100.00  
El Dorado \$50.00  
Clydesman Fitness \$50.00  
Big House Burgers \$250.00  
New York Life Ins \$100.00  
First Compass Homes \$200.00  
Total \$950.00

We have also applied for a donation in the amount of \$2,500.00 from the Kingsville Task Force and Commander Vera has advised us that it will be approved for presentation to the City Commission. We will be using these funds to assist with Drug Free, Children and Family Events throughout the 2016 fiscal year. Some include the Children’s Zone at the Ranch Hand Festival, Spring Break in the Park, and Summer Programming. **I ask your support for this new partnership we have formed and authorize the receipt of the \$2500.00 donation to the Parks Budget from the Kingsville Task Force, as well as the donations of \$950.00 for the fitness campaign mentioned above.**

Walking Jogging Biking Baseball Softball Soccer Picnicking Birding Rodeo Festivals

# **AGENDA ITEM #24**





# Purchasing/IT Department

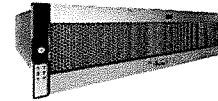
361-595-8025  
361-595-8035 Fax

DATE: October 30, 2015  
TO: City Commission through City Manager  
FROM: David Mason, Purchasing/IT Director  
SUBJECT: Storage Array

## SUMMARY

In order to meet current and future expansion needs of document storage from Laserfiche and backup of important data, it is necessary to expand our storage capabilities.

Staff is recommending a Nimble CS 300 per attached quote (\$77,966.63) from CDWG under the National Joint Powers Alliance (NJPA) coop pricing, therefore satisfying competitive bidding regulations for the initial acquisition of the product. A four year lease will be executed with Capital City Leasing of Austin, TX in order to lessen the single year budgetary impact of the purchase to \$20,940.03 each year for four years.



## RECOMMENDATION

It is recommended that the lease agreement with Capital City Leasing and acquisition of the Nimble storage array be approved to enhance the City's storage capabilities.

## FINANCIAL IMPACT

This item is budgeted under 001-5-190.2-641.00 Lease Agreement in the Technology budget and there are sufficient funds to cover the initial annual payment.



CDWG.com | 800.594.4239

OE400SPS

## SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GNRS699	2667831	10/20/2015

**BILL TO:**  
CITY OF KINGSVILLE  
PO BOX 1458

**SHIP TO:**  
CITY OF KINGSVILLE  
Attention To: SALLLY SAENZ  
1700 E KING AVE

Accounts Payable  
KINGSVILLE , TX 78364-1458

KINGSVILLE , TX 78363  
Contact: KYLE BENSON 361.595.8014

Customer Phone #

Customer P.O. # FINAL IF PO IS IN  
OCTOBER

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ADAM PRATHER 877.590.6793		DROP SHIP-GROUND	MasterCard/Visa Govt	GOVT-EXEMPT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3542080	NIMBLE CS300 2X1 GIGE DUAL 10GBE OP Mfg#: CS300-2P-48T-3200F Contract: MARKET	62,687.54	62,687.54
1	3453563	NIMBLE 4HR PARTS DEL SW SUP NEXTGEN Mfg#: SLA-4HR Contract: MARKET Electronic distribution - NO MEDIA	15,279.09	15,279.09
SUBTOTAL				77,966.63
FREIGHT				509.18
TAX				0.00
				US Currency
TOTAL ➔				78,475.81

CDW Government  
230 North Milwaukee Ave.  
Vernon Hills, IL 60061

Fax: 312.705.7772

**Please remit payment to:**  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

# **AGENDA ITEM #25**

**RESOLUTION #2015-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A GOVERNMENTAL LEASE/PURCHASE AGREEMENT BY AND BETWEEN CAPITAL CITY LEASING, INC. AND THE CITY OF KINGSVILLE FOR A STORAGE ARRAY; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville has need for additional document storage for Laserfische and computer back-ups and has approved the acquisition of a storage array from CDWG under the National Joint Powers Alliance (NJPA) coop but desires to reduce the single year budgetary impact of such a purchase; and,

**WHEREAS**, the City of Kingsville (as "Lessee") is entering a Governmental Lease/Purchase Agreement ("Lease"), with Capital City Leasing, Inc.; and,

**WHEREAS**, the City/Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year; and,

**WHEREAS**, the source of funds in the current fiscal year's budget is \$20,940.03 for lease/purchase payments due under the Agreement; we expect and anticipate adequate funds to be available for all future lease/purchase payments after the current fiscal year for the following reasons: prudent fiscal budgeting and consistent steady growth within the city.

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

I.

**THAT** the Mayor is authorized, empowered, and directed as an act of the City of Kingsville, Texas to sign the Governmental Lease/Purchase Agreement ("Lease") with Capital City Leasing, Inc., for a period of 4 years, and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provision of the Lease.

II.

**THAT** pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

III.

**THAT** the City/Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and the City/Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

IV.

**THAT** the equipment as described in Exhibit "A" of such agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all of the equipment, which need is not temporary or expected to diminish in the foreseeable future. The equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the equipment was selected by us to be used as follows: communication/technology equipment and storage.

V.

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

VI.

**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 9<sup>th</sup> day of November, 2015.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# Purchasing/IT Department

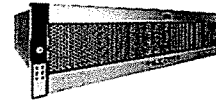
361-595-8025  
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## RECOMMENDATION

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KINGSVILLE , TX 78363  
Contact: KYLE BENSON 361.595.8014

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ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
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		FREIGHT		509.18
		TAX		0.00
				US Currency
<b>TOTAL</b>				<b>78,475.81</b>

CDW Government  
230 North Milwaukee Ave.  
Vernon Hills, IL 60061

Fax: 312.705.7772

**Please remit payment to:**  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515



Capital City Leasing, Inc.

Lease # M 15-11A



## Document Checklist

Please complete and return the following items to Capital City Leasing as soon as possible:

☐ Lease-Purchase Agreement

☐ Exhibit A - Equipment Description  
(Note: Please provide the address of the location where the equipment will be kept.)

**Exhibit B - Delivery and Acceptance Certificate (Hold this document until the equipment is received in satisfactory condition. The date on this document determines the start date of the Amortization Schedule or the funding date if an Escrow account is used.)**

☐ Exhibit C - Payment Schedule The dates on the attached Amortization will change to reflect Exhibit B (above)

☐ Exhibit D - Certificate of Resolutions

☐ ~~Exhibit E - Legal Opinion~~ **Not required**  
(Note: ~~This document must be prepared on the letterhead of lessee or outside counsel and include an original signature.~~)

☐ Insurance Information Form

☐ IRS 8038-Gc Form. Please Check the tax ID number in block 2 and sign . We will file the form for you.

☐ Copy of Equipment Invoices

*If you have any questions, please don't hesitate to call Capital City Leasing at 512/346-9393.*





CAPITAL CITY LEASING, INC.  
13170G

Pond

LEASE 15-11A

Springs

Road

Austin, Texas 78729

GOVERNMENTAL  
LEASE/PURCHASE AGREEMENT (INSTALLMENT SALE AGREEMENT)

DEFINITIONS:

- (a) Lease purchase agreement means installment sales agreement. (b) Lessor means secured party.  
(c) Lessee means debtor. (d) Lease means installment sales agreement.

This Governmental Lease/Purchase Agreement (the "Lease") is made and entered into on this date, by and between Capital City Leasing, Inc., with offices at 13170G Pond Springs Road, Austin, Texas 78729 (herein called the "Lessor"), and the City of Kingsville with its principal address at 200 E. Kleberg Avenue, Kingsville, Texas 78363 (herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Exhibit A, a copy of which is attached hereto and incorporated herein, together with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").

2. **DELIVERY AND ACCEPTANCE.** At the request of Lessee, Lessor agrees to order the Equipment from the supplier of such Equipment, but shall not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to supply the Equipment. The Equipment to be delivered at the location specified in Exhibit A ("Equipment Location"). Lessee shall pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery shall not affect the validity of this Lease. Lessee shall accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. Unless Lessee notifies Lessor of a problem with the Equipment, Lessee's acceptance shall be deemed effective no later than thirty (30) days following delivery of the Equipment. Lessee shall evidence its acceptance of the Equipment by executing and returning to Lessor a delivery and acceptance certificate in the form of Exhibit B attached hereto and made a part hereof (the "Acceptance Certificate"); notwithstanding the foregoing, in no event shall Lessee's failure to evidence its acceptance affect the validity of this Lease. Lessee hereby authorizes Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.

3. **TERM.** This Lease shall become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease shall commence on the date Lessee executes the Acceptance Certificate (the "Start Date") through the end of Lessee's fiscal year containing the Start Date and, unless earlier terminated as expressly provided for in this Lease, shall be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Exhibit C attached hereto and made a part hereof (the "Lease Term").

4. **PAYMENTS.** Lessee agrees to pay to Lessor or any Assignee (as defined in Section 22 below) the payments for the Equipment as set forth in Exhibit C (the "Payments"). A portion of each Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Payments shall be payable, without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and shall commence on the Start Date or as otherwise set forth in Exhibit C, and the remaining Payments shall be payable on the same date of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Exhibit C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or forms or procedures required by Lessee as a condition precedent to payment shall be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date. To the extent permitted by applicable law, whenever any portion of a Payment is received by Lessor or its Assignee more than ten (10) days from the due date, Lessee shall pay to Lessor or its Assignee, on demand, the greater of twenty-five dollars (\$25.00) or five percent (5%) of such overdue amount (as a service and handling fee). EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. **AUTHORITY AND AUTHORIZATION.** Lessee represents, warrants and covenants that, subject to the good faith and fair dealing provisions of Paragraph 27, (a) it shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. **LESSEE CERTIFICATION.** Lessee warrants and covenants that (i) it is a governmental entity, agency, or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder, (ii) Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a governmental entity, agency, or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its Assignee, including, but not limited to, those amounts designated as interest in Exhibit C, shall not be includable in the gross income of Lessor, its Assignee or any participants with such for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment shall not be used in a trade or business of any other person or entity; and (vi) Lessee shall complete and file on a timely basis, Internal Revenue Service form 8038g or 8038gc, as appropriate, in the manner set forth in Section 149(e) of the Code.

7. **APPROPRIATIONS AND ESSENTIAL USE.** Lessee reasonably believes that sufficient funds will be available to make all Payments during the Lease Term. Lessee intends to make the Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that: (a) the use of the Equipment is essential to its proper, efficient and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment shall be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee has considered that this agreement contemplates a term of several fiscal periods and that newer improved equipment for Lessee's purpose may become available for purchase, lease, or use.

Lease

#M

15-11A

8. NON APPROPRIATION OF FUNDS. In the event sufficient funds are not appropriated, budgeted or otherwise available for the lease of the Equipment for any subsequent fiscal period in which the Payments for the Equipment are due under this Lease, then Lessee shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence. This Lease shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the Lessee of any kind, except as to (i) the portions of the payments therein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor or its Assignee may exercise all available legal and equitable rights and remedies in taking possession of the Equipment. Lessee understands and agrees that Lessee's termination of this Lease shall not release Lessee of any obligation, representation or covenant arising or made prior to the termination date. In the event it is determined that the provisions of this paragraph conflict or contradict any other provision of the Lease such that the meaning or intent is unclear or ambiguous, then, in that event, the provisions of this paragraph will control over the provisions of any other paragraph herein.

9. LIMITATION ON WARRANTIES. LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR OF SUCH EQUIPMENT, AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS OR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have, express or implied, with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against the manufacturer. Lessor at its option, may provide in its purchase order that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to the equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

10. TITLE; SECURITY AGREEMENT. Title to the Equipment is deemed to be with the Lessee so long as no Event of Default pursuant to Section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title shall revert immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of its obligations hereunder, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all rights, title and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or thereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (c) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code shall apply as between the parties hereto and any Assignee of Lessor.

11. PERSONAL PROPERTY. The Equipment is and shall remain, personal property and shall not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee shall, at its expense, furnish to Lessor a landlord or mortgagee waiver with respect to the Equipment.

12. USE; REPAIRS. Lessee shall use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its sole cost and expense, shall maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and shall furnish proof of such maintenance, if requested by Lessor and shall furnish all needed servicing and parts, which parts shall become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee shall furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.

13. ALTERATIONS. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value shall become part of the Equipment.

14. LOCATION; INSPECTION. The Equipment shall not be removed from, or if the equipment consists of rolling stock, its permanent base shall not be changed from the Equipment Location without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

15. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but not the obligation, to pay said charges and taxes and seek reimbursement from Lessee, on demand therefor.

16. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment shall relieve Lessee of the obligation to make the Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery shall be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall: (a) replace the same with like equipment in good repair; or (b) include with the next Payment (i) all amounts owed by Lessee under this Lease, and (ii) an amount not less than the balance of the Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor shall provide Lessee with the pro rata amount of the Payment and the balance of the Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

17. INSURANCE. Lessee shall, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. In no event shall the insurance limits be less than an amount equal to the balance of the Payments then remaining for the Lease Term. Each insurance policy shall name Lessee as an insured and Lessor or its assigns as additional insured and loss payee, as appropriate, and shall contain a clause requiring the insurer to give Lessor or its assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy of the cancellation thereof. The proceeds of any such policies shall be payable to Lessee and Lessor or its assigns, as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor a certificate of evidence of such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

18. INDEMNIFICATION. In the event that Lessee is not a state or political subdivision thereof, within the meaning of Section 103 of the Code, or if Lessee, whether by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payment as set forth in Exhibit C to be included in Lessor's gross income, Lessee agrees to pay to Lessor, its Assignees and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its Assignees and any participants with such, in the same after-tax position they would have been in had such payments been excluded from the gross income of Lessor, its assignees and any participants with such under Section 103 of the Code. In addition, to the extent permitted by state law, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignee, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities of losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

19. EVENTS OF DEFAULT. The term "Event of Default", as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for five (5) days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee shall be in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.

20. REMEDIES. Upon the occurrence of an Event of Default, lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to lessee, declare an amount equal to all amounts then due under this Lease and all remaining Payments which shall become due during the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it shall), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment of sublease it for the account of Lessee, holding Lessee liable for (i) all Payments (and other amounts) due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment. In addition, Lessee shall remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

21. EARLY PURCHASE OPTION. Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee shall have fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Exhibit C attached hereto, whereupon title to the Equipment shall become unconditionally vested in Lessee and Lessor shall transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that lessor shall warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

22. ASSIGNMENT. Without Lessor's prior written consent, Lessee shall not: (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's agents or employees. Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment, and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part, to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that Lessor or the Assignee shall act as a collection and paying agent for holders of certificates of participation in this Lease, or may provide that a third-party trustee or agent shall act as collection and paying agent for any Assignee, provided Lessee receives written notification of the name and address of the trustee or the agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee shall have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease shall inure to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment shall be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it shall keep a complete and accurate record of all assignments in a form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge, in writing, any assignments if so requested. LESSEE AGREES THAT, UPON NOTICE OF ASSIGNMENT, IF SO INSTRUCTED IT SHALL PAY DIRECTLY TO THE ASSIGNEE, OR ITS TRUSTEE OR AGENT WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE HEREUNDER. LESSEE FURTHER AGREES THAT IT SHALL NOT ASSERT AGAINST ANY ASSIGNEE, TRUSTEE OR AGENT ANY DEFENSE, CLAIM, COUNTERCLAIM OR SETOFF ON ACCOUNT OF ANY REASON WHATSOEVER WITH RESPECT TO ANY PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER OR WITH RESPECT TO ANY ACTION BROUGHT TO OBTAIN POSSESSION OF THE EQUIPMENT PURSUANT TO THIS LEASE

23. NATURE OF AGREEMENT. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured party and the interest of Lessee is as a debtor, and that Lessor neither has nor shall have any equity in the Equipment. It is the agreement of Lessor and Lessee that the aggregate payments provided for hereunder constitute the purchase price of the Equipment together with interest on the unamortized amount thereof over the term of this Lease, that each installment constitutes principal and interest, in accordance with the schedule of payments set forth in Exhibit C of this Lease, which fully amortizes the purchase price of the Equipment, together with interest, over the term of this Lease, and that upon the due and punctual payment and performance of the installments of Payments and other amounts and obligations under this Lease, title to the Equipment shall vest permanently in Lessee, free and clear of any lien or security of Lessor therein.

24. AMENDMENTS. This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional exhibits attached hereto shall be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition of serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease shall operate to reduce or delay any Payments to be made hereunder without the consent of Lessor, or its Assignee.

25. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

26. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

27. GOVERNING LAW. This Lease is to be performed in Travis County, Texas, and shall be governed by the provisions hereof and by the laws of the State of Texas. Each party agrees to deal fairly with the other party and to act in good faith regarding the representation and provision contained herein and in the performance of this Lease.

28. FURTHER ASSURANCES. Lessee shall deliver to Lessor: (i) an opinion of counsel in substantially the form of Exhibit D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee shall execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease. Lessee hereby authorizes Lessor to execute and file on behalf of Lessee and as Lessee's attorney-in-fact such UCC financing and continuation statements as Lessor deems necessary to secure its and/or its Assign's interest in the Equipment or this agreement.

29. ENTIRE AGREEMENT. This Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor.

30. SEVERABILITY. This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the State of Texas. If any provision of this Lease, or the application thereto to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

31. WAIVER. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as waiver of any subsequent breach hereof.

32. DESIGNATION. In compliance with Section 149(a) of the Code, Lessee hereby designates Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership or interest in and to this Lease and Lessor hereby accepts its duties as agent, hereunder.

LESSOR: Capital City Leasing, Inc.

LESSEE: City of Kingsville

BY: \_\_\_\_\_

Signature

Charles H. Seideman, President

Name and Title

Date \_\_\_\_\_

BY: \_\_\_\_\_

Signature.

\_\_\_\_\_

Name and Title

Date \_\_\_\_\_

EXHIBIT A to Lease M 15-11A

GOVERNMENTAL LEASE/PURCHASE AGREEMENT

DESCRIPTION OF EQUIPMENT

Quantity and Description of Leased Equipment (Make, Model No., Serial No., Any Other Pertinent Identification)

1. NIMBLE CS300 2X1 GIGE DUAL GBE OP Mfg #CS300-2P-48T-<sup>10</sup>~~2400F~~<sup>3200 F</sup> CA
2. NIMBLE 4 HR PARTS DEL SW SUP NEXTGEN Mfg # SLA-4HR
3. NIMBLE INSTALL FOR ARRAY, MFG # PRO-INSTALL ARRAY

LOCATION OF EQUIPMENT

ADDRESS: \_\_\_\_\_

CITY: Kingsville

STATE: Texas ZIP

CERTIFICATION

Lessee hereby certifies that the description of the property set forth above and any additional addendum constitutes an accurate account of the Equipment as referred to in the Lease. The estimated useful life of such equipment based upon manufacturer's representations and our projected need is 7 years.

Lessee: CITY OF KINGSVILLE

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title)

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

## CAPITAL CITY LEASING, INC.

### Lease # M 15-11A EXHIBIT B to GOVERNMENTAL LEASE/PURCHASE AGREEMENT

#### DELIVERY AND ACCEPTANCE CERTIFICATE

To: Capital City Leasing, Inc.

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned ("Lessee"), and Capital City Leasing, Inc. ("Lessor"), and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the equipment has been delivered to and received by the undersigned; that all installation or other work necessary prior to the use thereof has been completed; that said equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment that is set forth on Exhibit A to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee: City of Kingsville  
(Municipal Entity)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title)

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

## EXHIBIT C

### PAYMENT SCHEDULE MULTI-YEAR ADJUSTABLE PERIOD

LESSEE: CITY OF KINGSVILLE  
LEASE NR.15-11A

INTEREST RATE:	2.9299900%	AMOUNT:	\$77,966.63
DOWN PAYMENT		PAYMENT PERIOD	4
DAYS UNTIL REGULAR PAYMENT:	365	PAYMENTS/YEAR	1
REGULAR PAYMENT AMOUNT:	\$20,940.03	FUNDING DATE:	00/00/00

PAYMENT DATE	PAYMENT AMOUNT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE
1 *	\$20,940.03	\$2,284.41	\$18,655.61	\$60,025.78
2	\$20,940.03	\$1,737.81	\$19,202.22	\$40,472.35
3	\$20,940.03	\$1,175.18	\$19,764.84	\$20,467.23
4	\$20,940.03	\$596.08	\$20,343.95	(\$0.00)
	\$83,760.11	\$5,793.48	\$77,966.63	

INITIALS:

First payment due 365 days after delivery  
and acceptance of equipment

Lessor \_\_\_\_\_

Lessee \_\_\_\_\_

EXHIBIT D to  
GOVERNMENTAL LEASE/PURCHASE AGREEMENT # M 15-11A

CERTIFICATE OF RESOLUTIONS

I, \_\_\_\_\_, do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the City of Kingsville, an agency/subdivision duly organized and existing under the laws of the State of Texas (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the \_\_\_\_\_ at a meeting duly and regularly held and convened in accordance with applicable law on the \_\_\_\_\_ day of \_\_\_\_\_, 2015

WHEREAS, the Lessee is entering a Governmental Lease/Purchase Agreement ("Lease"), with Capital City Leasing, Inc.;

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

WHEREAS, the source of funds in the current fiscal year's budget is \_\_\_\_\_ for lease/purchase payments due under the Agreement. We expect and anticipate adequate funds to be available for all future lease/purchase payments after the current fiscal year for the following reasons: \_\_\_\_\_

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Capital City Leasing, Inc. for a period of 4 years, and be it further

RESOLVED, that an official of the Lessee be, and hereby is, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

RESOLVED, that pursuant to Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

RESOLVED, the equipment as described in Exhibit "A" of such agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all of the equipment, which need is not temporary or expected to diminish in the foreseeable future. The equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the equipment was selected by us to be used as follows: Communication

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Lessee: City of Kingsville  
(Municipal Entity)

(Seal)

By: \_\_\_\_\_  
(Signature of Secretary/Clerk)

\_\_\_\_\_  
(Printed Name)



## INSURANCE REQUIREMENTS

LESSEE: CITY OF KINGSVILLE

LEASE/PURCHASE NUMBER M15-11A

Pursuant to Article 17 of the Lease/Purchase Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage's must be returned to us as soon as possible, but no later than the date on which delivery of equipment occurs.

*In the case of self-insurance, the amounts of liability and physical damage coverage are to be listed on your form of certificate. Additionally, information regarding the nature of your self-insurance program should also be forwarded to us as soon as possible.*

### INSURANCE REQUIREMENTS OF CAPITAL CITY LEASING, INC.

**1. Liability**

Minimum of \$1,000,000.00 combined single-limit on bodily injury and property damage.  
Capital City Leasing, Inc. and/or Its Assigns MUST be listed as additional insured and loss payee.

**2. Physical Damage**

All risk coverage to guarantee proceeds sufficient to pay applicable Option to Purchase Price as set forth in Exhibit C of the Agreement. Capital City Leasing, Inc. and/or Its Assigns MUST be listed as additional insured and loss payee.

The deductible amounts on the insurance policy should not exceed \$2,000.00.

**3. Endorsement**

Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.

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PLEASE FAX THE CERTIFICATE TO US AS SOON AS POSSIBLE TO (512) 346-5527 AND MAIL THE ORIGINAL TO: CAPITAL CITY LEASING, INC. AND/OR ITS ASSIGNS, 13170G POND SPRINGS ROAD, AUSTIN, TX 78729

YOUR ASSISTANCE IS GREATLY APPRECIATED. IF YOU HAVE ANY QUESTIONS, PLEASE CALL US AT (512) 346-9393.

LESSEE: CITY OF KINGSVILLE

Insurance Company: \_\_\_\_\_

EQUIPMENT:

Agents Name: \_\_\_\_\_

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

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

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

Form **8038-GC**

(Rev. May 2009)

Department of the Treasury  
Internal Revenue Service**Information Return for Small Tax-Exempt  
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

**Part I Reporting Authority** Check box if Amended Return ☐

1 Issuer's name <b>City of Kingsville</b>	2 Issuer's employer identification number <b>74</b>
3 Number and street (or P.O. box if mail is not delivered to street address) <b>200 E. Kleberg Avenue</b>	Room/suite
4 City, town, or post office, state, and ZIP code <b>Kingsville, Texas 78363</b>	5 Report number (For IRS Use Only) <b>5</b>
6 Name and title of officer or legal representative whom the IRS may call for more information <b>Charles H. Seideman</b>	7 Telephone number of officer or legal representative <b>( 512 ) 3469393</b>

**Part II Description of Obligations** Check one: a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a	<b>80205</b>	<b>13</b>
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► <b>1 / / 2015</b>			
9 Amount of the reported obligation(s) on line 8a that is:	9a		
a For leases for vehicles	9b		
b For leases for office equipment	9c		
c For leases for real property	9d	<b>80205</b>	<b>13</b>
d For leases for other (see instructions)	9e		
e For bank loans for vehicles	9f		
f For bank loans for office equipment	9g		
g For bank loans for real property	9h		
h For bank loans for other (see instructions)	9i		
i Used to refund prior issue(s)	9j		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k		
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box . . . ► <input checked="" type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) . . . ► <input type="checkbox"/>			
12 Vendor's or bank's name: <b>Capital City Leasing, Inc.</b>			
13 Vendor's or bank's employer identification number: <b>74</b> <b>2104059</b>			

**Sign  
Here**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Issuer's authorized representative	Date	Type or print name and title
Preparer's signature	Date	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code	EIN	Phone no. ( )

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that

an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

**When To File**

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev.Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.**Where To File**

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Other Forms That May Be Required**

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

**Form 8038-GC Receipt  
Acknowledgement**

If you wish to request an acknowledgement receipt of this return by the IRS you must provide the following:

- A cover letter specifically requesting the acknowledgement of this return.
- A copy (or copies, if multiple acknowledgements are requested) of the return being filed, with "Acknowledgement Copy" written across the top of the first page of each copy. For multiple requests, the copies must be stapled together.
- A self-addressed stamped envelope for each acknowledgement receipt recipient.

### Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

### Definitions

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½ % of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return.

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 3 and 4.** Enter the issuer's address. If the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

### Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue (for example, 03/15/2008 for a single issue issued on March 15, 2008), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2008, enter 01/01/2008).

**Lines 9a through 9h.** Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

**Lines 9i and 9j.** For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may

apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 9k.** Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

**Line 10.** Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

**Line 11.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 12.** Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

**Line 13.** Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

### Signature

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC.

### Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer's Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature.
- Enter the preparer information, and
- Give a copy of the return to the issuer.

### Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form . . . . . 4 hr., 46 min.  
Preparing the form . . . . . 2 hr., 22 min.  
Copying, assembling, and sending the form to the IRS . . . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W-CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File* on page 1.

# **AGENDA ITEM #26**



## Purchasing/Technology Department

361-595-8025  
361-595-8035 Fax

DATE: November 4, 2015  
TO: City Commission through City Manager  
FROM: David Mason, Purchasing/Technology Director  
SUBJECT: Water Well #22

### **SUMMARY**

This item authorizes the emergency replacement of the ground storage tank at Well # 22.

### **BACKGROUND**

The current tank at Well # 22 is leaking in several locations and is in desperate need of replacement. If allowed to continue leaking the amount of water lost will only increase and could result in catastrophic failure of the tank.

### **RECOMMENDATION**

Under section 252.022 "General Exemptions" of the Texas Local Government Code competitive bidding does not apply for:

- "(1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
- (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;
- (3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;....."

### **FINANCIAL IMPACT**

This will expend \$120,000.00 from 054-5-600.2-720.19 Utility Fund Capital Projects.



## ***Public Works Department***

361-595-8007  
361-595-8035 Fax

DATE: November 4, 2015  
TO: City Commission through Mr. Jesus Garza, City Manager  
FROM: Charlie Cardenas, Director of Public Works/City Engineer  
SUBJECT: Ground Storage Tank Well #22

Water Well #22, Ground Storage Tank was installed in 1996. This is an 84,000 gallon galvanized ground storage tank. During tank inspections this summer, the tank was showing signs of deterioration. We believed we might be able to extend its useful life one more year but the metal deteriorated faster than anticipated and the tank began to leak. These leaks are not cost effective to be repaired due to the deterioration of the galvanized coating within the rest of the tank. The tank continues to be in service but has many leaks towards the bottom of the tank and a couple at the midsection. With the current leaks the tank does not meet TCEQ regulations. Hubert Construction currently has a bid to construct the same type of ground storage for Water well #25. Staff is recommending emergency approval for Hubert Construction to remove and replace the existing ground storage tank at well #22 for the amount of \$120,000 to maintain TCEQ compliance and avoid complete failure of the tank.



P.O.Box 84, Kingsville, TX 78364  
(361) 592-9593 Fax (361) 595-0998  
E-mail: dhubertco@sbcglobal.net

October 15, 2015

LVN Engineering  
801 Navigation Blvd #300  
Corpus Christi, Texas 78408

Attn: Juan Pimentel

Re: Bid Proposal  
84,000 Gallon Ground Water Storage Tank  
Cost Breakdown (as shown on sheet 8)  
Water Well #25 Improvements – City of Kingsville

Mr. Pimentel:

Donald Hubert Const. Co. Inc. respectfully submits the following bid proposal:  
Scope of work: Provide all labor, materials, tools, equipment, supervision,  
transportation and insurance necessary to:

1. Furnish & install grade ring and limestone foundation  
per plans and specifications as shown on  
sheet 8 Water Well #25 City of Kingsville.....\$20,000.00
2. Provide & Erect 84,000 gallon ground water storage  
Tank per plans and specifications as shown on  
Sheet 8 Water Well #25 City of Kingsville.....\$88,000.00
3. Demo existing ground water storage tank.....\$12,000.00

**NOTE: Electrical and piping beyond stub outs from tank excluded.**

If you should have any questions, please call Donnie Hubert at (361)592-9593 or  
mobile at (361)675-0558.

Thank you,

A handwritten signature in black ink, appearing to read "Donald Hubert".

Donald Hubert  
President  
Donald Hubert Const. Co. Inc.

## **AGENDA ITEM #27**



# PUBLIC WORKS DEPARTMENT

DATE: November 4, 2015

TO: Jesus A Garza, City Manager

FROM: Charlie Cardenas, P.E., City Engineer/ Director of Public Works

SUBJECT: Notice of Enforcement from the TCEQ and resolution of settlement with the TCEQ.

On September 4, 2015, the City of Kingsville received a letter from the TCEQ for Notice of Enforcement in regards to alleged violations from the 3MGD North Wastewater Treatment plant. One of the violations was failure to comply with the permitted effluent limit for Total Copper daily average (mg/l) for the monitoring period of 04/30/2015 & 06/30/2015. These results were reported on those dates on the Discharge Monitoring Reports (DMRs) that we send to the TCEQ every month. These excursions can come from several different sources within the collection system. It can come from the Inflow and Infiltration (I&I) during the peak spring rain months, commercial user from oil industries depositing into our system, and/or the newly connected Naval Air Station Kingsville waste received into our system. At this time we are investigating these areas to try and determine where this problem might be coming from. Engineering is looking into different options to remove the total copper from the system, such as by way of chemical additives and precipitation of insoluble salts (ion exchange). Engineering is exploring the most efficient option to remedy the copper levels.

On October 21<sup>st</sup>, 2015, the City of Kingsville received a proposed settlement agreement from the TCEQ. In the proposed agreed order, the city will pay \$31,500.00 in fines or that amount toward a Supplemental Environmental Project (SEP), or a combination of the two. Engineering has been in contact with the TCEQ Enforcement division on the City's willingness to perform SEP projects. We have 30 days to submit a proposed SEP plan (or combination of a SEP and monetary fine, those combined total would equal the amount stated above). It is recommended we move forward with the proposed settlement.

Funds to pay for this item will come from the Utility Fund and Public Works will ask for a budget amendment for this matter.

Bryan W. Shaw, Ph.D., P.E., *Chairman*  
Toby Baker, *Commissioner*  
Jon Niermann, *Commissioner*  
Richard A. Hyde, P.E., *Executive Director*



**received**  
10-26-15

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

October 21, 2015

The Honorable Sam Fugate  
Mayor of Kingsville  
200 East Kleberg Avenue  
Kingsville, Texas 78363

Re: Proposed Agreed Order  
City of Kingsville; RN101612976; TPDES Permit No. WQ0010696001  
Docket No. 2015-1494-MWD-E; Enforcement Case No. 51346  
**FOR SETTLEMENT PURPOSES ONLY**

Dear Mayor Fugate:

The Executive Director of the Texas Commission on Environmental Quality ("Commission" or "TCEQ") is pursuing an enforcement action against the the City of Kingsville for violations of the Texas Water Code and/or Commission Rules. These violations were discovered during an investigation conducted on August 18, 2015, and documented in a letter dated September 2, 2015, from the TCEQ Compliance Monitoring Section.

Please find enclosed a proposed agreed order which we have prepared in an attempt to expedite this enforcement action. The order assesses an administrative penalty of Thirty-Nine Thousand Three Hundred Seventy-Five Dollars (\$39,375). We are proposing a one-time offer to defer Seven Thousand Eight Hundred Seventy-Five Dollars (\$7,875) of the administrative penalty if you satisfactorily comply with all the ordering provisions within the time frames listed. Therefore, the administrative penalty to be paid is Thirty-One Thousand Five Hundred Dollars (\$31,500). The order also identifies the violations that we are addressing and identifies specific technical requirements necessary to resolve them.

If you have any questions regarding this matter, we are available to discuss them in a conference in Austin or over the telephone. If we reach agreement in a timely manner, the TCEQ will then proceed with the remaining procedural steps to settle this matter. These steps include publishing notice of the proposed order in the *Texas Register*, and scheduling the matter for approval by the Commission. We believe that handling this matter expeditiously could save the City of Kingsville and the TCEQ a significant amount of time, as well as the expense associated with litigation.

Enclosed for your convenience is a return envelope. If you agree with the order as proposed, please sign and return the original order **and** the penalty payment (check payable to "TCEQ" and referencing City of Kingsville, Docket No. 2015-1494-MWD-E) to:

The Honorable Sam Fugate  
Page 2  
October 21, 2015

Financial Administration Division, Revenue Operations Section  
Attention: Cashier's Office, MC 214  
Texas Commission on Environmental Quality  
P.O. Box 13088  
Austin, Texas 78711-3088

Should you believe you are unable to pay the proposed administrative penalty, you may claim financial inability to pay part or all of the penalty amount. Please contact us immediately to obtain a list of financial disclosure documents that must be submitted within 30 days of the receipt of this letter. These documents, once properly completed and submitted, will be thoroughly reviewed to determine if we agree with the claim of financial inability. Please be aware that if financial inability is proven to the satisfaction of staff, discussions pertaining to the penalty amount adjustment will focus only on deferral and not on waiver of the penalty amount.

You may be able to perform or contribute to a Supplemental Environmental Project ("SEP"), which is a project that benefits the environment, to offset a portion of your penalty. **If you are interested in performing a SEP, you must agree to the penalty amount and submit a SEP proposal within 30 days of receipt of this proposed order.** If you are a local government you may have additional SEP options available to assist you with coming into compliance or remediating the harm caused by the violations. A local government is defined as a school district, county, municipality, junior college district, river authority, water district or other special district or other political subdivision created under the constitution or a statute of this state.

**For additional information about the types of SEPs available and eligibility criteria, please go to the TCEQ's web site link at <http://www.tceq.texas.gov/legal/sep/> or contact the Enforcement Coordinator listed below.**

Please note that any agreements we reach are subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a).

**If we cannot reach a settlement of this enforcement action or you do not wish to participate in this expedited process, we will proceed with enforcement under the Commission's Enforcement Rules, 30 TEX. ADMIN. CODE ch. 70. Specifically, if the signed order and penalty are not mailed and postmarked within 60 days from the date of this letter, your case will be forwarded to the Litigation Division and this settlement offer, including the penalty deferral, will no longer be available.** The enforcement process described in 30 TEX. ADMIN. CODE ch. 70 requires the staff to prepare and issue an Executive Director's Preliminary Report and Petition to the Commission. If you would like to obtain a copy of 30 TEX. ADMIN. CODE ch. 70, or any other TCEQ rules, the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI-032) are located on our agency website at <http://www.tceq.texas.gov> for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from the Central Office Publications Ordering Team at (512) 239-0028.

The Honorable Sam Fugate  
Page 3  
October 21, 2015

For any questions or comments about this matter or to arrange a meeting, please contact Mr. Had Darling of my staff at (512) 239-2520.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sandy Van Cleave", with a small "for" written below it.

Sandy Van Cleave, Manager  
Enforcement Division  
Texas Commission on Environmental Quality

SV/hd

Enclosures: Proposed Agreed Order, Return Envelope, Penalty Calculation Worksheet, Site Compliance History

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



**IN THE MATTER OF AN  
ENFORCEMENT ACTION  
CONCERNING  
CITY OF KINGSVILLE  
RN101612976**

**§ BEFORE THE  
§  
§ TEXAS COMMISSION ON  
§  
§ ENVIRONMENTAL QUALITY**

## **AGREED ORDER DOCKET NO. 2015-1494-MWD-E**

### **I. JURISDICTION AND STIPULATIONS**

On \_\_\_\_\_, the Texas Commission on Environmental Quality ("the Commission" or "TCEQ") considered this agreement of the parties, resolving an enforcement action regarding the City of Kingsville ("Respondent") under the authority of TEX. WATER CODE chs. 7 and 26. The Executive Director of the TCEQ, through the Enforcement Division, and the Respondent together stipulate that:

1. The Respondent owns and operates a wastewater treatment facility located at 2801 East Santa Gertrudis, approximately 2,640 feet east of United States Highway 77 on the south side of Farm-to-Market Road 2045 in Kleberg County, Texas (the "Facility").
2. The Respondent has discharged municipal waste into or adjacent to any water in the state under TEX. WATER CODE ch. 26.
3. The Executive Director and the Respondent agree that the Commission has jurisdiction to enter this Agreed Order, and that the Respondent is subject to the Commission's jurisdiction.
4. The Respondent received notice of the violations alleged in Section II ("Allegations") on or about September 7, 2015.
5. The occurrence of any violation is in dispute and the entry of this Agreed Order shall not constitute an admission by the Respondent of any violation alleged in Section II ("Allegations"), nor of any statute or rule.
6. An administrative penalty in the amount of Thirty-Nine Thousand Three Hundred Seventy-Five Dollars (\$39,375) is assessed by the Commission in settlement of the violations alleged in Section II ("Allegations"). The Respondent has paid Thirty-One

Thousand Five Hundred Dollars (\$31,500) of the administrative penalty and Seven Thousand Eight Hundred Seventy-Five Dollars (\$7,875) is deferred contingent upon the Respondent's timely and satisfactory compliance with all the terms of this Agreed Order. The deferred amount will be waived upon full compliance with the terms of this Agreed Order. If the Respondent fails to timely and satisfactorily comply with all requirements of this Agreed Order, the Executive Director may require the Respondent to pay all or part of the deferred penalty.

7. Any notice and procedures, which might otherwise be authorized or required in this action, are waived in the interest of a more timely resolution of the matter.
8. The Executive Director and the Respondent agree on a settlement of the matters alleged in this enforcement action, subject to final approval in accordance with 30 TEX. ADMIN. CODE § 70.10(a).
9. The Executive Director may, without further notice or hearing, refer this matter to the Office of the Attorney General of the State of Texas ("OAG") for further enforcement proceedings if the Executive Director determines that the Respondent has not complied with one or more of the terms or conditions in this Agreed Order.
10. This Agreed Order shall terminate five years from its effective date or upon compliance with all the terms and conditions set forth in this Agreed Order, whichever is later.
11. The provisions of this Agreed Order are deemed severable and, if a court of competent jurisdiction or other appropriate authority deems any provision of this Agreed Order unenforceable, the remaining provisions shall be valid and enforceable.

## **II. ALLEGATIONS**

As owner and operator of the Facility, the Respondent is alleged to have failed to comply with permitted effluent limits, in violation of TEX. WATER CODE § 26.121(a)(1), 30 TEX. ADMIN. CODE § 305.125(1), and Texas Pollutant Discharge Elimination System ("TPDES") Permit No. WQ0010696001, Final Effluent Limitations and Monitoring Requirements No. 1, as documented during an investigation conducted on August 18, 2015, and as shown in the table below:

Effluent Violation Table						
Monitoring Period	Permitted Effluent Limits					
	<i>Enterococci</i> Daily Average Limit = 35 CFU/100 mL	<i>Enterococci</i> Single Grab Limit = 89 CFU/100 mL	Two-Hour Peak Flow Limit = 4020 gpm	Total Copper Daily Average Concentration Limit = 0.007 mg/L	Total Copper Daily Maximum Concentration Limit = 0.016 mg/L	Total Copper Daily Average Loading Limit = 0.17 lbs/day
August 2014	c	c	c	0.0085	c	c
September 2014	c	c	6944.444	c	c	c
December 2014	41.48	297	c	c	c	c
January 2015	c	c	c	0.0073	c	c
April 2015	c	c	c	0.0341	0.12	0.691
June 2015	c	c	c	0.0129	c	0.1814

CFU/100 mL = colony forming units per 100 milliliters  
gpm = gallons per minute  
mg/L = milligrams per liter  
c = compliant  
lbs/day = pounds per day

### III. DENIALS

The Respondent generally denies each allegation in Section II ("Allegations").

### IV. ORDERING PROVISIONS

1. It is, therefore, ordered by the TCEQ that the Respondent pay an administrative penalty as set forth in Section I, Paragraph 6 above. The payment of this administrative penalty and the Respondent's compliance with all the terms and conditions set forth in this Agreed Order resolve only the allegations in Section II. The Commission shall not be constrained in any manner from requiring corrective action or penalties for violations which are not raised here. Administrative penalty payments shall be made payable to "TCEQ" and shall be sent with the notation "Re: City of Kingsville, Docket No. 2015-1494-MWD-E" to:

Financial Administration Division, Revenue Operations Section  
Attention: Cashier's Office, MC 214  
Texas Commission on Environmental Quality  
P.O. Box 13088  
Austin, Texas 78711-3088

2. It is further ordered that, within 90 days after the effective date of this Agreed Order, the Respondent shall submit written certification of compliance with the effluent limits of TPDES Permit No. WQ0010696001, including specific corrective actions that were implemented at the Facility to achieve compliance and copies of the most current self reported Discharge Monitoring Reports, demonstrating at least three consecutive months of compliance with all permitted effluent limitations. The certification shall be notarized by a State of Texas Notary Public and include the following certification language:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

The certification shall be submitted to:

Order Compliance Team  
Enforcement Division, MC 149A  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

with a copy to:

Water Section Manager  
Corpus Christi Regional Office  
Texas Commission on Environmental Quality  
6300 Ocean Drive, Suite 1200  
Corpus Christi, Texas 78412-5503

3. The provisions of this Agreed Order shall apply to and be binding upon the Respondent. The Respondent is ordered to give notice of the Agreed Order to personnel who maintain day-to-day control over the Facility operations referenced in this Agreed Order.
4. If the Respondent fails to comply with any of the Ordering Provisions in this Agreed Order within the prescribed schedules, and that failure is caused solely by an act of God, war, strike, riot, or other catastrophe, the Respondent's failure to comply is not a violation of this Agreed Order. The Respondent shall have the burden of establishing to the Executive Director's satisfaction that such an event has occurred. The Respondent shall notify the Executive Director within seven days after the Respondent becomes



aware of a delaying event and shall take all reasonable measures to mitigate and minimize any delay.

5. The Executive Director may grant an extension of any deadline in this Agreed Order or in any plan, report, or other document submitted pursuant to this Agreed Order, upon a written and substantiated showing of good cause. All requests for extensions by the Respondent shall be made in writing to the Executive Director. Extensions are not effective until the Respondent receives written approval from the Executive Director. The determination of what constitutes good cause rests solely with the Executive Director.
6. This Agreed Order, issued by the Commission, shall not be admissible against the Respondent in a civil proceeding, unless the proceeding is brought by the OAG to: (1) enforce the terms of this Agreed Order; or (2) pursue violations of a statute within the Commission's jurisdiction, or of a rule adopted or an order or permit issued by the Commission under such a statute.
7. This Agreed Order may be executed in separate and multiple counterparts, which together shall constitute a single instrument. Any page of this Agreed Order may be copied, scanned, digitized, converted to electronic portable document format ("pdf"), or otherwise reproduced and may be transmitted by digital or electronic transmission, including but not limited to facsimile transmission and electronic mail. Any signature affixed to this Agreed Order shall constitute an original signature for all purposes and may be used, filed, substituted, or issued for any purpose for which an original signature could be used. The term "signature" shall include manual signatures and true and accurate reproductions of manual signatures created, executed, endorsed, adopted, or authorized by the person or persons to whom the signatures are attributable. Signatures may be copied or reproduced digitally, electronically, by photocopying, engraving, imprinting, lithographing, electronic mail, facsimile transmission, stamping, or any other means or process which the Executive Director deems acceptable. In this paragraph exclusively, the terms "electronic transmission", "owner", "person", "writing", and "written" shall have the meanings assigned to them under TEX. BUS. ORG. CODE § 1.002.
8. The effective date of this Order is the date it is signed by the Commission. A copy of this fully executed Order shall be provided to each of the parties.

## SIGNATURE PAGE

### TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

\_\_\_\_\_  
For the Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Executive Director

\_\_\_\_\_  
Date

I, the undersigned, have read and understand the attached Agreed Order. I am authorized to agree to the attached Agreed Order on behalf of the entity indicated below my signature, and I do agree to the terms and conditions specified therein. I further acknowledge that the TCEQ, in accepting payment for the penalty amount, is materially relying on such representation.

I also understand that failure to comply with the Ordering Provisions, if any, in this order and/or failure to timely pay the penalty amount, may result in:

- A negative impact on compliance history;
  - Greater scrutiny of any permit applications submitted;
  - Referral of this case to the Attorney General's Office for contempt, injunctive relief, additional penalties, and/or attorney fees, or to a collection agency;
  - Increased penalties in any future enforcement actions;
  - Automatic referral to the Attorney General's Office of any future enforcement actions; and
  - TCEQ seeking other relief as authorized by law.
- In addition, any falsification of any compliance documents may result in criminal prosecution.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed or typed)  
Authorized Representative of  
City of Kingsville

\_\_\_\_\_  
Title

**Instructions:** Send the original, signed Agreed Order with penalty payment to the Financial Administration Division, Revenue Operations Section at the address in Section IV, Paragraph 1 of this Agreed Order.



# Penalty Calculation Worksheet (PCW)

Policy Revision 4 (April 2014)

PCW Revision March 26, 2014

TCEQ

<b>DATES</b>	<b>Assigned</b>	8-Sep-2015	<b>Screening</b>	22-Sep-2015	<b>EPA Due</b>	5-Dec-2015
	<b>PCW</b>	24-Sep-2015				

## RESPONDENT/FACILITY INFORMATION

<b>Respondent</b>	City of Kingsville				
<b>Reg. Ent. Ref. No.</b>	RN101612976				
<b>Facility/Site Region</b>	14-Corpus Christi	<b>Major/Minor Source</b>	Major		

## CASE INFORMATION

<b>Enf./Case ID No.</b>	51346	<b>No. of Violations</b>	2
<b>Docket No.</b>	2015-1494-MWD-E	<b>Order Type</b>	1660
<b>Media Program(s)</b>	Water Quality	<b>Government/Non-Profit</b>	Yes
<b>Multi-Media</b>		<b>Enf. Coordinator</b>	Had Darling
		<b>EC's Team</b>	Enforcement Team 1
<b>Admin. Penalty \$ Limit Minimum</b>	\$0	<b>Maximum</b>	\$25,000

## Penalty Calculation Section

**TOTAL BASE PENALTY (Sum of violation base penalties)** **Subtotal 1** **\$22,500**

### ADJUSTMENTS (+/-) TO SUBTOTAL 1

Subtotals 2-7 are obtained by multiplying the Total Base Penalty (Subtotal 1) by the indicated percentage.

**Compliance History** **75.0%** **Adjustment** **Subtotals 2, 3, & 7** **\$16,875**

Notes

Enhancement for five months of self-reported effluent violations and two orders without denial of liability.

**Culpability**

No

**0.0%**

Enhancement

**Subtotal 4** **\$0**

Notes

The Respondent does not meet the culpability criteria.

**Good Faith Effort to Comply Total Adjustments**

**Subtotal 5** **\$0**

**Economic Benefit**

**0.0%** Enhancement\*

**Subtotal 6** **\$0**

Total EB Amounts **\$963**  
Estimated Cost of Compliance **\$10,000**

\*Capped at the Total EB \$ Amount

**SUM OF SUBTOTALS 1-7**

**Final Subtotal** **\$39,375**

**OTHER FACTORS AS JUSTICE MAY REQUIRE**

**0.0%**

**Adjustment** **\$0**

Reduces or enhances the Final Subtotal by the indicated percentage.

Notes

**Final Penalty Amount** **\$39,375**

**STATUTORY LIMIT ADJUSTMENT**

**Final Assessed Penalty** **\$39,375**

**DEFERRAL**

**20.0%**

Reduction

**Adjustment** **-\$7,875**

Reduces the Final Assessed Penalty by the indicated percentage. (Enter number only; e.g. 20 for 20% reduction.)

Notes

Deferral offered for expedited settlement.

**PAYABLE PENALTY**

**\$31,500**

Screening Date 22-Sep-2015

Docket No. 2015-1494-MWD-E

PCW

Respondent City of Kingsville

Policy Revision 4 (April 2014)

Case ID No. 51346

PCW Revision March 26, 2014

Reg. Ent. Reference No. RN101612976

Media [Statute] Water Quality

Enf. Coordinator Had Darling

Violation Number 1

Rule Cite(s) Tex. Water Code § 26.121(a)(1), 30 Tex. Admin. Code § 305.125(1), and Texas Pollutant Discharge Elimination System ("TPDES") Permit No. WQ0010696001, Final Effluent Limitations and Monitoring Requirements No. 1

Violation Description Failed to comply with permitted effluent limits, as documented during a record review conducted on August 18, 2015, and shown in the attached violation table.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR

	Major	Harm Moderate	Minor
Release Actual			x
Potential			

Percent 15.0%

## &gt;&gt; Programmatic Matrix

Falsification	Major	Moderate	Minor

Percent 0.0%

Matrix Notes

A simplified model was used to evaluate total copper to determine whether the discharged amounts of pollutants exceeded levels protective of human health or the environment. Flow and Enterococci were also considered. The amounts discharged at the time of the violations were insignificant and did not exceed levels protective of human health or the environment.

Adjustment \$21,250

\$3,750

## Violation Events

Number of Violation Events 2

123 Number of violation days

mark only one  
with an x

daily	
weekly	
monthly	
quarterly	x
semiannual	
annual	
single event	

Violation Base Penalty \$7,500

Two quarterly events are recommended for the quarters containing the months of August 2014, September 2014, December 2014, and January 2015.

## Good Faith Efforts to Comply

0.0%

Reduction \$0

	Before NOE/NOV	NOE/NOV to EDRP/Settlement Offer
Extraordinary		
Ordinary		
N/A	x	(mark with x)

Notes The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$7,500

## Economic Benefit (EB) for this violation

## Statutory Limit Test

Estimated EB Amount \$963

Violation Final Penalty Total \$13,125

This violation Final Assessed Penalty (adjusted for limits) \$13,125

Screening Date 22-Sep-2015

Docket No. 2015-1494-MWD-E

PCW

Respondent City of Kingsville

Policy Revision 4 (April 2014)

Case ID No. 51346

PCW Revision March 26, 2014

Reg. Ent. Reference No. RN101612976

Media [Statute] Water Quality

Enf. Coordinator Had Darling

Violation Number 2

Rule Cite(s) Tex. Water Code § 26.121(a)(1), 30 Tex. Admin. Code § 305.125(1), and TPDES Permit No. WQ0010696001, Final Effluent Limitations and Monitoring Requirements No. 1

Violation Description

Failed to comply with permitted effluent limits, as documented during a record review conducted on August 18, 2015, and shown in the attached violation table.

Base Penalty \$25,000

## &gt;&gt; Environmental, Property and Human Health Matrix

OR

Release	Harm		
	Major	Moderate	Minor
Actual		x	
Potential			

Percent 30.0%

## &gt;&gt; Programmatic Matrix

Falsification	Major	Moderate	Minor

Percent 0.0%

Matrix Notes

A simplified model was used to evaluate total copper to determine whether the discharged amounts of pollutants exceeded levels protective of human health or the environment. The amounts discharged at the time of the violations were significant and did not exceed levels protective of human health or the environment.

Adjustment \$17,500

\$7,500

## Violation Events

Number of Violation Events 2

60 Number of violation days

mark only one with an x	daily	
	weekly	
	monthly	x
	quarterly	
	semiannual	
	annual	
	single event	

Violation Base Penalty \$15,000

Two monthly events are recommended for the months of April 2015 and June 2015.

## Good Faith Efforts to Comply

0.0%

Reduction \$0

Before NOE/NOV NOE/NOV to EDP/PRP/Settlement Offer

Extraordinary		
Ordinary		
N/A	x	(mark with x)

Notes

The Respondent does not meet the good faith criteria for this violation.

Violation Subtotal \$15,000

## Economic Benefit (EB) for this violation

## Statutory Limit Test

Estimated EB Amount \$0

Violation Final Penalty Total \$26,250

This violation Final Assessed Penalty (adjusted for limits) \$26,250

**City of Kingsville**  
**TPDES Permit No. WQ0010696001**  
**Docket No. 2015-1494-MWD-E**

Effluent Violation Table						
Monitoring Period	Permitted Effluent Limits					
	<i>Enterococci</i> Daily Average Limit = 35 CFU/100 mL	<i>Enterococci</i> Single Grab Limit = 89 CFU/100 mL	Two-Hour Peak Flow Limit = 4020 gpm	Total Copper Daily Average Concentration Limit = 0.007 mg/L	Total Copper Daily Maximum Concentration Limit = 0.016 mg/L	Total Copper Daily Average Loading Limit = 0.17 lbs/day
August 2014	c	c	c	0.0085	c	c
September 2014	c	c	6944.444	c	c	c
December 2014	41.48	297	c	c	c	c
January 2015	c	c	c	0.0073	c	c
April 2015	c	c	c	0.0341	0.12	0.691
June 2015	c	c	c	0.0129	c	0.1814

CFU/100 mL = colony forming units per 100 milliliters

gpm = gallons per minute

mg/L = milligrams per liter

c = compliant

lbs/day = pounds per day



# Compliance History Report

**PENDING** Compliance History Report for CN600674246, RN101612976, Rating Year 2015 which includes Compliance History (CH) components from September 1, 2010, through August 31, 2015.

<b>Customer, Respondent, or Owner/Operator:</b>	CN600674246, City of Kingsville	<b>Classification:</b>	SATISFACTORY	<b>Rating:</b>	8.75
<b>Regulated Entity:</b>	RN101612976, CITY OF KINGSVILLE 3.0 MGD WASTEWATER TREATMENT PLANT	<b>Classification:</b>	SATISFACTORY	<b>Rating:</b>	25.60
<b>Complexity Points:</b>	5	<b>Repeat Violator:</b>	EX		
<b>CH Group:</b>	08 - Sewage Treatment Facilities				
<b>Location:</b>	2801 East Santa Gertrudis, approximately 2,640 feet east of United States Highway 77 on the south side of Farm-to-Market Road 2045 in Kleberg County, Texas				
<b>TCEQ Region:</b>	REGION 14 - CORPUS CHRISTI				
<b>ID Number(s):</b>					
<b>WASTEWATER PERMIT</b>	WQ0010696001	<b>WASTEWATER EPA ID</b>	TX0023418		
<b>WASTEWATER LICENSING LICENSE</b>	WQ0010696001				
<b>Compliance History Period:</b>	September 01, 2010 to August 31, 2015	<b>Rating Year:</b>	2015	<b>Rating Date:</b>	09/01/2015
<b>Date Compliance History Report Prepared:</b>	September 22, 2015				
<b>Agency Decision Requiring Compliance History:</b>	Enforcement				
<b>Component Period Selected:</b>	September 22, 2010 to September 22, 2015				
<b>TCEQ Staff Member to Contact for Additional Information Regarding This Compliance History.</b>					
<b>Name:</b>	Herbert Darling		<b>Phone:</b>	(512) 239-2520	

## Site and Owner/Operator History:

- |  |     |
|--|-----|
| 1) Has the site been in existence and/or operation for the full five year compliance period?       | YES |
| 2) Has there been a (known) change in ownership/operator of the site during the compliance period? | NO  |
| 3) If YES for #2, who is the current owner/operator?   | N/A |
| 4) If YES for #2, who was/were the prior owner(s)/operator(s)?                                     | N/A |
| 5) If YES, when did the change(s) in owner or operator occur?                                      | N/A |

## Components (Multimedia) for the Site Are Listed in Sections A - J

### **A. Final Orders, court judgments, and consent decrees:**

- |   |   |   |
|---|---|---|
| 1 | Effective Date: 08/13/2011  | ADMINORDER 2011-0123-MWD-E (Findings Order-Agreed Order Without Denial) |
|   | Classification: Major   |   |
|   | Citation: TWC Chapter 26 26.121   |   |
|   | Rqmt Prov: Permit Conditions 2.g.(pg 7) PERMIT  |   |
|   | Description: Failure to prevent unauthorized discharge of wastewater or any other waste.                    |   |
|   | Classification: Moderate  |   |
|   | Citation: 2D TWC Chapter 26, SubChapter A 26.039(b)   |   |
|   | Rqmt Prov: Monitoring and Reporting 7.b.i.(pg 5) PERMIT   |   |
|   | Description: Failure to submit the noncompliance notification within 24 hours after the discharge occurred. |   |
| 2 | Effective Date: 11/01/2013  | ADMINORDER 2013-0223-MWD-E (Findings Order-Agreed Order Without Denial) |
|   | Classification: Major   |   |
|   | Citation: 2D TWC Chapter 26, SubChapter A 26.121(a)(1)  |   |
|   | 30 TAC Chapter 305, SubChapter F 305.125(5)   |   |
|   | Rqmt Prov: Permit Conditions (2)(g) PERMIT  |   |
|   | Permit Conditions No. 2.g PERMIT  |   |

Item 26	July 23, 2013	(1117399)
Item 27	November 26, 2013	(1140883)
Item 28	December 05, 2013	(1153411)
Item 29	December 16, 2013	(1147354)
Item 30	February 24, 2014	(1160749)
Item 31	March 20, 2014	(1167399)
Item 32	May 09, 2014	(1180719)
Item 33	June 17, 2014	(1187621)
Item 34	June 24, 2014	(1198912)
Item 35	August 19, 2014	(1198913)
Item 36	September 15, 2014	(1138613)
Item 37	November 24, 2014	(1218679)
Item 38	December 18, 2014	(1224459)
Item 39	March 20, 2015	(1248835)
Item 40	April 29, 2015	(1255721)
Item 41	June 23, 2015	(1269606)

**E. Written notices of violations (NOV) (CCEDS Inv. Track. No.):**

A notice of violation represents a written allegation of a violation of a specific regulatory requirement from the commission to a regulated entity. A notice of violation is not a final enforcement action, nor proof that a violation has actually occurred.

1	Date: 09/30/2014 (1212430)	CN600674246	
	Self Report? YES	Classification:	Moderate
	Citation: 2D TWC Chapter 26, SubChapter A 26.121(a) 30 TAC Chapter 305, SubChapter F 305.125(1)		
	Description: Failure to meet the limit for one or more permit parameter		
2	Date: 12/31/2014 (1231049)	CN600674246	
	Self Report? YES	Classification:	Moderate
	Citation: 2D TWC Chapter 26, SubChapter A 26.121(a) 30 TAC Chapter 305, SubChapter F 305.125(1)		
	Description: Failure to meet the limit for one or more permit parameter		
3	Date: 01/31/2015 (1242492)	CN600674246	
	Self Report? YES	Classification:	Moderate
	Citation: 2D TWC Chapter 26, SubChapter A 26.121(a) 30 TAC Chapter 305, SubChapter F 305.125(1)		
	Description: Failure to meet the limit for one or more permit parameter		
4	Date: 04/30/2015 (1262441)	CN600674246	
	Self Report? YES	Classification:	Moderate
	Citation: 2D TWC Chapter 26, SubChapter A 26.121(a) 30 TAC Chapter 305, SubChapter F 305.125(1)		
	Description: Failure to meet the limit for one or more permit parameter		
5	Date: 06/30/2015 (1277148)	CN600674246	
	Self Report? YES	Classification:	Moderate
	Citation: 2D TWC Chapter 26, SubChapter A 26.121(a) 30 TAC Chapter 305, SubChapter F 305.125(1)		
	Description: Failure to meet the limit for one or more permit parameter		

**F. Environmental audits:**

N/A

**G. Type of environmental management systems (EMSs):**

N/A

**H. Voluntary on-site compliance assessment dates:**

N/A

**I. Participation in a voluntary pollution reduction program:**

N/A

**J. Early compliance:**