HISTORICAL DEVELOPMENT BOARD

Wednesday, February 24, 2021 4:00 pm Special Meeting (Re-Scheduled from 2/17/21) Helen Kleberg Groves Community Room, 1<sup>st</sup> Floor of City Hall 400 W King, Kingsville, Texas

<u>Conference Line Call: 415-655-0001 and when prompted type access code:</u> 1262109951#

OR

<u>Live Videostream: https://cityofkingsville.my.webex.com</u> <u>Access code: 1262109951</u>

#### **BOARD MEMBERS**

Maggie Salinas, Chairman Jonathan Plant Daniel J. Burt Tamara Brennan Lupita Perez Lupita Salazar Weeks Jeri L.S Morey Dr. Maria de Jesús Ayala-Schueneman

#### **CITY STAFF**

Brenda Joyas, CNU-A Downtown Manager/ Historic Preservation Officer

Stephannie Resendez Administrative Assistant II

#### The following rules of conduct pertaining to public comments have been adopted by this Board:

- 1. Give your name and complete address.
- 2. No one may speak more than twice on the same item.
- 3. No one may speak more than five minutes at a time without permission from the Chairman.
- 4. No one may speak a second time on a question until every person who wants to speak has done so
- 5. All submissions of evidence, i.e. photos, drawings, will be retained by the Historical Development Board and will become a part of the permanent file.

## When speaking at the podium, if necessary, adjust the microphone and clearly speak into the microphone.

- CALL TO ORDER
- ROLL CALL
- APPROVAL OF MINUTES FROM PREVIOUS MEETING(s)- 12.16.2020 & 1.20.2021

- \*\*AUDIENCE AND PRESENTER SOCIAL DISTANCING AND PUBLIC TESTIMONY • AND PUBLIC HEARING INPUT AT PUBLIC MEETINGS OF THE CITY BOARDS. To reduce the chance of COVID-19 transmission, public meetings will be held in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with members of Community, City Staff, and City Boards. Public testimony and public hearing input for Public Comment and all items on the agenda at public meetings of the City Boards shall be provided in written format and presented to the Board Secretary and/or designee prior to the start of each meeting of the Historical Development Board. This testimony and/or public input shall be in accordance with the Board Secretary's instructions, which shall be posted on the Board Secretary's outdoor public bulletin board at City Hall and on the City website and allow for electronic submission. The written public testimony shall be provided to members of the City Boards prior to voting on measures for that meeting. Written testimony shall be limited in accordance with the Board Secretary requirements and shall be placed into the record of each meeting. This written testimony shall serve as the required public testimony pursuant to Texas Government Code section 551.007 and shall constitute a public hearing for purposes of any public hearing requirement under law. The meeting may be held telephonically or via videoconference; and, if so conducted, the public may participate remotely by following the instructions of the Board Secretary which would be posted on the Board Secretary's outdoor public bulletin at City Hall and on the City website.
- PUBLIC COMMENTS FOR ALL AGENDA & NON-AGENDA ITEMS (SEE MEETING RULES)
- POSTPONEMENTS/ADJUSTMENTS TO THE AGENDA
- AGENDA ITEMS

Item #1: Discuss and Consider Action on a request to demolish the garage at 6<sup>th</sup>, BLOCK 9, LOT 3, 4 also known as 605 Henrietta Avenue. The applicant is the owner, Martha C. Alegria. The contractor is to be determined.

Item #2: Discuss and Consider Action on a request to remodel the outside of the residence at 6<sup>th</sup>, BLOCK 9, LOT 3, 4 also known as 605 Henrietta Avenue. The applicant is the owner, Martha C. Alegria. The contractor is Estevan Elizondo.

Item #3: Discuss and Consider Action on a request to add a room addition to the residence at 6<sup>th</sup>, BLOCK 9, LOTS 3, 4 also known as 605 Henrietta Avenue. The applicant is the owner, Martha C. Alegria. The contractor is Estevan Elizondo.

Item #4: Discuss and Consider Action on a request to remodel the outside residence at ORIG TOWN, BLOCK 72, LOTS 11, 12 also known as521 East Lott. The applicant is Oscar Soliz, P.E. representative of the owner NOVUS Property Group, LLC. The contractor is Oscar Soliz, P.E.

Item #5: Discuss and Consider Action on a request to remodel the residence at ORIG TOWN BLOCK 22, LOT E/2, 11, 12 ACRES .0 also known as 323 East Alice Avenue. The applicant is the owner and contractor, Javier E. Canales.

Item #6: Discuss and Consider Action on a request to remodel the residence at ORIG TOWN, BLOCK 60, LOT 9-11 also known as 313 West King Avenue. Applicant is Kendrick Lashawn Carter in behalf of property owner Randall E. Nielsen. The contractor is Alazan Builders, LP.

Item #7: Discuss and Consider Action on a request to add a canopy to the commercial building at ORIG TOWN, BLOCK 41, LOT 30-32, (TOTES & THINGS), also known as 400 East Kleberg Avenue. Applicant is owner David Thibodeaux. The contractor is John Maupin of South Texas Canvas.

Item #8: Discuss and Consider Action on a request to change the colors of the Train Depot located at JUAN MENDIOLA, LOT 192, (RINCON DE SANTA GERTRUDIS), (RR DEPOT), ACRES .91 also known as 100 East Kleberg Avenue. The applicant and contractor is the City of Kingsville.

- STAFF REPORT: None
- MISCELLANEOUS Any topic may be discussed but no action taken at this time.
- ADJOURNMENT

#### **PUBLIC NOTICE**

It is the intention of the City of Kingsville to comply in all aspects with the Americans with Disabilities Act (ADA). If you plan on attending a meeting to participate or observe and need special assistance beyond what is routinely provided, the city will attempt to accommodate you in every reasonable manner. Please contact the City Secretary at 361-595-8002 at least two business days prior to the meeting to inform the City of your specific needs and to determine if accommodation is feasible.

I certify that this agenda was posted at least seventy-two (72) hours before the commencement of the Historical Development Board Meeting scheduled for Wednesday, February 24, 2021.

Brenda Joyas, CNU-A Downtown Manager /Historic Preservation Officer



#### HISTORICAL DEVELOPMENT BOARD REGULAR MEETING December 16, 2020 @ 4:00 PM CITY OF KINGSVILLE HELEN KLEBERG GROVES COMMUNITY ROOM 400 W KING AVE

#### Minutes

Staff:

#### Attendance:

**Historical Board Members Present:** 

Brenda Joyas, Historic Preservation Officer Stephannie Resendez, Administrative Assistant II

Maggie Salinas Lupita Perez Tamara Brennan Lupita Salazar Weeks Jeri Morey Dr. Ayala-Schueneman

**Historical Board Members Not Present:** Jonathan Plant Daniel Burt

1. Call meeting to order: Meeting was called to order at 4:09 PM

#### 2. Discuss and approve minutes from previous meeting -

Tamara Brennan made a motion to approve the minutes with minor changes from the October 28, 2020 meeting. Lupita Perez seconded. All in favor; none opposed. Motion Carried.

Lupita Perez made a motion to approve the minutes of the November 18, 2020 meeting as presented. Dr. Ayala-Schueneman seconded. All in favor; none opposed. Motion Carried.

#### 3. Public comments on items on or off the agenda: - None.

#### 4. Postponements/Adjustments to the Agenda: None.

5. <u>Discuss and Consider Action on a request for the demolition of the residence at</u> <u>ORIG TOWN, BLOCK 79, LOT 25, 26 also known as 418 W. Huisache Avenue.</u> <u>The applicant is Sandra Herrera, project manager for James W. Turner</u> <u>Construction. The owner is the Zoraida Lopez. Contractor is James W. Turner</u> <u>Construction, LTD.</u>

Brenda Joyas told the board that this was an application from the General Land Office with monies from Hurricane Harvey. The Lopez family has qualified for this grant. The GLO had done an assessment and unfortunately their home had many items that won't let them live there anymore. It has asbestos, lead based paint, mold and debris. Ms. Joyas stated that she went out there and took some pictures that were in the member's packets as well as the GLO house assessment. Ms. Joyas summarized the assessment and stated that the issues wouldn't allow the home to remediated.

Ms. Salinas added that it should be noted that the home had no historical significance. It's been deteriorated beyond repair.

Lupita Salazar Weeks if anyone had been living in the home, Ms. Joyas replied that there are some people living there now but will be staying at a hotel during the construction of their home.

Jeri Morey made the motion to approve the request for demolition of the residence at ORIG TOWN, BLOCK 79, LOT 25, 26 also known as 418 W. Huisache Avenue. Lupita Perez seconded. All in favor; none opposed. Motion Carried.

6. <u>Discuss and Consider Action on a request for the new construction of a single-family</u> home at ORIG TOWN, BLOCK 79, LOT 25, 26 also known as 418 W. Huisache Avenue. The applicant is Sandra Herrera, project manager for James W. Turner Construction. The owner is the Zoraida Lopez. Contractor is James W. Turner Construction, LTD.

Ms. Joyas told the board that they received the engineered plans from Turner Construction. They show the home being remodeled and they have engineered stamps on everything. These are not custom to the homeowner; these are from a set of 12 plans approved by the Governor. Those 12 plans are used throughout the State. Ms. Salinas stated that from the engineered plans and the job number 35687 looks very

Mis. Salinas stated that from the engineered plans and the job number 35687 looks very much complete and according to all the rules and specifications.

Ms. Perez asked how long after the demolition will they be able to start the construction? Ms. Joyas stated that they would start immediately after demolition. Ms. Perez asked if there was a timeline. Ms. Joyas responded that depending on the weather, they usually take 2-3 months.

Jeri Morey made a motion to approve the request for the new construction of a singlefamily home at ORIG TOWN, BLOCK 79, LOT 25, 26 also known as 418 W. Huisache Avenue. Dr. Ayala Scheunemann seconded. All in favor; none opposed. Motion Carried.

7. <u>Discuss and Consider Action on a request to build a privacy fence in the backyard at COOPER, BLOCK Z-1, LOT 1-3 also known as 729 W. Henrietta Avenue. The applicant is Amy Dominguez owner and contractor.</u>

Ms. Salinas commented that the home had come before the board about three years ago and some of the repairs that were done were approved by the board.

Ms. Morey told the board that this home is directly diagonally from her home and thinks the fence will be a very good addition. Attaching to the back edge of the house, they're not covering up any of side part of the house which can be seen from Armstrong. Ms. Morey added that the fence design is identical to the vast majority of the fences in that part of the district.

Ms. Joyas told the board that the fence is not going to stay the height that it is now, it has to be at the highest, 6 ½ feet so they will bring it down a little to match that height. Lupita Salazar Weeks made a motion to approve the request to build a privacy fence in the backyard at COOPER, BLOCK Z-1, LOT 1-3 also known as 729 W. Henrietta. Jeri Morey seconded. All in favor; none opposed. Motion Carried.

#### 8. <u>STAFF REPORT – NONE.</u>

9. Miscellaneous – Ms. Joyas told the board that Mr. Fuentes wants to put a canopy on his existing building and is in the process of submitting an application for the board. Ms. Salazar Weeks told the board that she is happy about all the activity going on in the Historical District.

Ms. Salinas wished everyone on the board, staff and citizens a Happy Holidays.

#### 10. Adjournment: Meeting adjourned at 4:23 PM

#### HISTORICAL DEVELOPMENT BOARD REGULAR MEETING January 20, 2021 @ 4:00 PM CITY OF KINGSVILLE HELEN KLEBERG GROVES COMMUNITY ROOM 400 W KING AVE

#### Minutes

#### Attendance:

Historical Board Members Present: Jonathan Plant Daniel Burt Tamara Brenan Jeri Morey Dr. Ayala-Schuenenan Historical Board Members Not Present: Staff: Brenda Joyas, Historic Preservation Officer Stephannie Resendez, Administrative Assistant II

- 1. Call meeting to order: Meeting was called to order at 4:11 PM
- 2. Discuss and approve minutes from previous meeting No action was taken on the minutes as they were not included in the packet due to clerical error.
- 3. Public comments on items on or off the agenda: None.
- 4. Postponements/Adjustments to the Agenda: None.
- 5. <u>Discuss and Consider Action on a request to demolish the residence at ORIG TOWN,</u> <u>BLOCK 56, LOT 17, 18 also known as 330 East Kenedy Avenue. The applicant is Devon</u> <u>Littlefield on behalf of the owners Roberto and Cecilia Pacheco. The contractor is DSW</u> <u>Homes.</u>

Brenda Joyas told the board that they want to demolish the home and rebuilt it again. The home does have plenty of mold, asbestos and lead throughout the home. Ms. Joyas added that it needs a completely new roof and a lot of other issues. The GLO did a thorough job on processing all the paperwork and Ms. Joyas added that it is almost a 200-page report.

Jonathan Plant asked Ms. Joyas what her recommendation was, Ms. Joyas replied that her recommendation is that they demolish the home as it will be for the benefit of the Pacheco family to be able to live in a home where they're not exposed to all these elements of mold, asbestos and lead.

Tamara Brennan made a motion to approve the request to demolish the residence at ORIG TOWN, BLOCK 56, LOT 17,18 also known as 330 East Kenedy Avenue. Dr. Ayala-Schueneman seconded. All in favor; none opposed. Motion Carried.

6. <u>Discuss and Consider Action on a request to build a residence at ORIG TOWN, BLOCK</u> 56, LOT 17, 18 also known as 330 East Kenedy. The applicant is Devon Littlefield on behalf of the owners Roberto and Cecilia Pacheco. The contractor is DSW Homes.

Ms. Joyas told the board that she had found out that the applicant had been trying to apply for the grant even before Cynthia Martin left. Ms. Joyas added that there was a lot of back and forth on how the home should be built, what style and GLO historians were brought in for the project. Ms. Joyas stated that they looked through it and said that nothing too much significant, but they

did try to match the design of the home as much as possible to the area. Ms. Joyas stated they would be using Hardie Cedar Mill siding with a Beige color and the trim will be an Oyster White. The roof will be Architectural Shingles that are the colored Weathered Wood. Ms. Joyas commented that it should match the home that was there prior.

Mr. Plant asked that if the sketch in the packet was of the existing home. Ms. Joyas responded that there is a site plan of the existing home and there should be another of the new home; two in total. Ms. Joyas added that there should also be architectural drawings of the new home.

Ms. Morey commented that there weren't enough windows but wasn't really the board's concern and added that it was a good design.

Jeri Morey made a motion to approve the request to build a residence at ORIG TOWN, BLOCK 56, LOT 17, 18 also known as 330 East Kenedy under Standard 10 of the Secretary of Interior Standards of Rehabilitation. Dr. Ayala-Schueneman seconded. All in favor; none opposed. Motion Carried.

7. <u>Discuss and Consider Action on a request to repaint the 1904 Train Depot different colors</u> <u>located at JUAN MENDIOLA, LOT 192, RINCON DE SANTA GERTRUDIS), (RR</u> <u>DEPOT), ACRES .91 also known as 100 East Kleberg Avenue. The applicant is the City of</u> <u>Kingsville. The contractor is the City of Kingsville.</u>

Ms. Joyas stated for the record that there was a typo under Background and Pertinent Date on the Staff Report where it should read 100 East Kleberg, not 330 East Kenedy.

Ms. Joyas told the board that she added a lot of pictures that she found from the same era. She wanted to show that most of them are their natural red brick color and very bright roofs. They are also red and green, very vibrant colors. Ms. Joyas added that there was a lot of yellow but still very vibrant.

Ms. Joyas stated that the last picture was of the L & N Railroad in Pensacola, Florida and it looked a lot similar because of the arches that it has, the supports, red roof, they have on it. It resembled most of the Train Depot that Kingsville has. Ms. Joyas added that she felt that these colors would really make it pop as right now it blends into the background of the city. Ms. Joyas added that she'd like the board's opinions and if its something they'd like or if they had any other color, they'd be interested in seeing on the depot.

Ms. Brennan commented that she liked the L&N Pensacola.

Mr. Plant stated that he knew a lot of the railroads have specific color schemes that are associated with the lines. He asked if there was a Mopac color scheme that was a designated color scheme they used?

Ms. Joyas replied that she didn't find one specifically on depots and considering it used to be also Union Pacific, she wasn't sure which one the board would be more pertinent in applying as there was more than one train company that passed through.

Ms. Joyas stated that she reached out to the Kleberg County Historical Foundation and is checking with them since the organization was made specifically for the Depot. Once the board approves a certain color scheme, she will bring the recommendation to them as well as City Commission.

Mr. Plant asked if the green coloring is associated with the L & N because certain lines use the forest green and other lines use different colors. Mr. Plant asked what the Union Pacific color scheme is?

Ms. Joyas stated that most of the Union Pacific ones that she looked at were green roofs with red brick. Dr. Ayala-Scheuneman stated that it is green and red brick.

Ms. Joyas commented that as much as she'd like to leave the natural brick color that the depot has on it right now, the bottom half of the depot is already painted. The brick seems to be deteriorating and if they can patch up some of the brick as much as they can and then paint over it. It will help protect the brick longer instead of having to restore the whole thing.

Mr. Plant what colors the Train Depot is now, Ms. Joyas stated that the natural brick is a light tan and everything else is different shades of brown, beige, khaki colors.

Ms. Joyas added that there's a lot of work that needs to be done on the depot, but it may be a year or two before they could get all the fixtures done.

Ms. Joyas stated that when she spoke to the Kleberg County Historical Foundation, she asked to see if they would assist in getting some funding since that was their main activity, which was to maintain the depot.

Mr. Plant asked Ms. Joyas in her research if she found any colored photos. Ms. Joyas replied that those were the only ones she found in color, the rest were in black and white. Mr. Plant asked if she found any postcards with the Depot on them and she replied that she did not.

Mr. Plant stated that he wondered if the South Texas Archives would have colored postcards of the depot.

Mr. Plant asked if they paint the natural brick, is it going to be enough of a preservative to slow down the deterioration? Ms. Joyas stated that she spoke with a contractor and that they said if they added a sealant before the paint, it would help.

Dr. Ayala-Schueneman stated that when she went to the Archives, she found mostly picture in black and white, but she didn't check the postcard collection but can do that the next day. Jonathan Plant made a motion to table the item. Jeri Morey seconded. All in favor; none opposed. Motion Carried.

#### 8. STAFF REPORT - NONE.

9. Miscellaneous – Ms. Joyas told the board that Mr. Plant was going to be reappointed in the next City Commission meeting for a three-year term.

10. Adjournment: Meeting adjourned at 4:37 PM

# **ITEM # 1**

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#### Agenda Item 1 Staff Report to the HISTORICAL DEVELOPMENT BOARD

by Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer, City of Kingsville

REQUEST FOR APPROVAL TO DEMOLISH THE GARAGE AT 6<sup>th</sup>, BLOCK 9, LOTS 3, 4, ALSO KNOWN AS 605 EAST HENRIETTA AVENUE. THE APPLICANT AND OWNER IS MARTHA C. ALEGRIA.

Applicant: Martha C. Alegria Contractor: To Be Determined Date of HDB Hearing: February 17, 2021

#### EXHIBITS PRESENTED

- Historical Development Board Review Application
- Kleberg County Appraisal Card
- Pictures of Garage

#### BACKGROUND AND PERTINENT DATA

The detached garage was built circa 1945. The detached garage has a dirt floor with wood frame and sheet metal hinged doors. It has termite, water, and mold that has caused structural damage causing the garage to tilt and roof to buckle.

#### STAFF REVIEW AND RECOMMENDATIONS

The structure is no longer structurally safe and it is best to demolish and rebuild at a later time.

#### **BOARD REVIEW**

In general, Historical Development Board considers the following factors when making a recommendation concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or part of any building, structure or appurtenance within a historic district:

(1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.

(2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.

(3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its' conformity to the general character of the particular historic area involved.

(4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.(5) The value of the historic district as an area of unique interest and character shall not be impaired.

Prepared by:

Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer

## Historical Development Board Review Application

Date of Request: Oct. 5, 2020 Property is zoned: 20 he 2	
Property Location and Description: 605 E. Henvietta Ave	
Single Family dwelling; exterior wood structure	
Year Built: <u>1945</u> Style, Period, Condition, Context or other Comments: <u>Built</u> at the	
end of what it; house is in fair condition	
Description of Work: Replace rotted exterior siding with the	
Same Kind of siding (Recho de Paloma) and ve-paint.	
Extend the east wall of back room approx. 6 ft. ; Denolish gava	fc
Applicant: Martha C. Alegnia	
Address: 603 1/2 E. Henrietta Ave.	
361-522- 361-593 361-592- Contact: Cell: <u>8586</u> Office: <u>2809</u> Home: <u>5013</u> Email: <u>Martha.alegriceatt.net</u>	
Contractor: Esteban Elizondo	
361-246 Contact: Cell: <u>0815</u> Office: Home: Email:	
Documents Required: Req'd Have	
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	

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

C Alequie Signature: arthig Print Name: M Hearing Date: Approved Disapproved with conditions  $\Box$ Disapproved

- Meetings are held at City Hall, Helen Kleberg Groves Community Room, 400 W King Ave.
- 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 Boards decision by informing the City within the 5 day period.
- The Board only hears cases when the owner is present or represented.
- Call 361-595-8055 for information.

JBD: S008 100.00% NBHD: DESCRIPTION CLS TABLE SC HS METH DIMEN A1 N FF DIMEN Iment: F: 50 R: 50 FF	JBD: S008     100.00%     NBHD:     II       TYPE     DESCRIPTION     MTHD     CLASS/SUBCL     AREA     UNIT PRICEUNITS     B       MANAREA     MAINAREA     R     FF3/     864.0     58.05     1     1       OPFA     OPEN PORCH F     R     Y     220.0     11.61     1       DGFU     DETACHED GAR     R     Y     280.0     17.42     1       Residential     STCD:     A1     1,433.0     Homesile: N	LE DT PRICE GRANTOR DEED INFO 28/2018 ***** GUTIERREZ JULIAN WD 316943 02/1995 ***** GUTIERREZ GUADALWILL / 115 / 526 ***** UNKNOWN OT / /	BUILDING PERMITS IUE DT PERMIT TYPE PERMIT AREA ST PERMIT VAL 30/1999 MISC	NEXT INSP. DATE FOR '20 CHG EFF YR - KEEP PHY % I FOUNDATION PER AYG 12/4/19 12/5/ FOR 2019 ADD IMP NBHD PER CT/AY JO FOR 2019 UPDATE APPR CHGS	GENERAL ITIES LAST APPR. AYG OGRAPHY LAST APPR. YR 2020 D ACCESS PAV LAST INSP. DATE 12/04/2019	Ref ID 2: R14930 Map ID C1 S 605 E HENRIETTA	PERTY 14930 R OWNER ID I Description BLOCK 9, LOT 3, 4 OWNERSHIP 100.00%
LAND INFORMATION 50X140     INF Wells: 0 WIT PRICE 80.00     Capacity: 0 RR Ac 4,000     IRR Ac ADJ 1.00     IRR Ac MAT VAL 1.00       MASS ADJ 30     VAL SRC 4,000     MASS ADJ 4,000     VAL SRC 4,000     MKT VAL 4,000	MPROVEMENT INFORMATION           UILT         EFF YR         COND.         VALUE         DEPR         PHYS         ECON         FUNC         COMP         ADJ           945         1973         50,160         35%         60%         100%         100%         100%         100%         100%         100%         100%         0.21           945         1973         4,880         35%         60%         100%         100%         100%         0.21           945         1973         4,880         35%         60%         100%         100%         0.21           945         1973         56,390         35%         60%         100%         100%         0.21           945         1973         56,390         35%         60%         100%         100%         0.21           945         1973         56,390         35%         60%         100%         100%         0.21           945         1973         0.35%         60%         100%         100%         0.21           945         1973         0.35%         60%         100%         100%         0.21           959         359         35%         60%	$ \begin{array}{c} \begin{array}{c} \begin{array}{c} \begin{array}{c} \begin{array}{c} \begin{array}{c} \begin{array}{c} \begin{array}{c}$	864 25	10 PCFA 10 224 10 13 11 <u>6</u> MA	SKETCH for Improvement #1 (RESIDENTIAL)	ACRES: EFF. ACRES: APPR VAL METHOD: Cost	ALEGRIA MARTHA C 603 1/2 E HENRIETTA AVE KINGSVILLE, TX 78363-4643 SKI WST
IRR Acres: 0     Oil Wells: 0       T.VAL 4,000     AG APPLY NO     AG CLASS     AG TABLE     AG UNIT PRC 0.00     AG VALUE       4,000     NO     0.00     0     0	ADJ VALUE 10,530 Foundation 10,530 Exterior Wall 10 Interior Finish 10 Roof Style 10 Flooring 11,020 Flooring 11,020 Heating/Cooling 1 FLA 1 HA5 1 HA5 1 HA5 1 HA5 1 1 HA5 1 HA5 1 1 1 HA5 1 1 1 HA5 1 1 1 1 HA5 1 1 1 HA5 1 1 1 HA5 1 1 1 HA5 1 1 1 1 HA5 1			PICTURE	SNC	APPRAISED VALUE = 15,030 HS CAP LOSS - 0 ASSESSED VALUE = 15,030	0       100%       IMPROVEMENTS       11,030         100%       LAND MARKET       +       4,000         100%       MARKET VALUE       =       15,030         7       100%       PRODUCTIVITY LOSS       -       0

1 of 1

Effective Date of Appraisal: January 1 Date Printed: 11/04/2020 11:38:15AM

by VICKI





## **ITEM # 2**

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#### Agenda Item 2 Staff Report to the HISTORICAL DEVELOPMENT BOARD

by Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer, City of Kingsville

REQUEST FOR APPROVAL TO REMODEL THE OUTSIDE OF THE RESIDENCE AT 6<sup>th</sup>, block 9, lots 3, 4, also known As 605 East henrietta Avenue. The Applicant and owner is martha c. alegria.

Applicant: Martha C. Alegria Contractor: Esteban Elizondo Date of HDB Hearing: February 17, 2021

#### EXHIBITS PRESENTED

- Historical Development Board Review Application
- Kleberg County Appraisal Card
- Material List Zarsky Lumber
- Pictures of Exterior of Home

#### BACKGROUND AND PERTINENT DATA

The home was built circa 1945. It is a one-story rectangular-plan front-gabled residential building with front-gabled partial-width offset porch supported by square box columns, narrow wood siding, exposed rafter tails, sash windows with shutters, and rear additions.

#### STAFF REVIEW AND RECOMMENDATIONS

The structure has had some dis-repair but still has a solid frame to work with and good wooden floors in great condition. With new siding, paint, and windows the house can continue its historic presence for many more years.

#### **BOARD REVIEW**

In general, Historical Development Board considers the following factors when making a recommendation concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or part of any building, structure or appurtenance within a historic district:

(1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.

(2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.

(3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its' conformity to the general character of the particular historic area involved.

(4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.

(5) The value of the historic district as an area of unique interest and character shall not be impaired.

Prepared by:

Brenda Joyas, CNU/A, Downtown Manager/Historic Preservation Officer

## Historical Development Board Review Application

Date of Request: Oct. 5, 2020 Property is zoned: 20 Me 2
Property Location and Description: 605 E. Henvietta Ave
Single Family dwelling; exterior wood structure
Year Built: 1945 Style, Period, Condition, Context or other Comments: Built of the
end of what is house is in fair condition
Description of Work: Replace rotted exterior siding with the
Same kind of siding (Pecho de Paloma) and re-paint.
Extend the east wall of back room approx. 6 ft; Denolish gavage
Applicant: Martha C. Alegria
Address: 603 1/2 E. Henrietta Are.
361-522- 361-593 361-592- Contact: Cell: <u>8586</u> Office: <u>2809</u> Home: <u>5013</u> Email: <u>Martha.alequic</u> eatt.net
Contractor: Esteban Elizondo
36(-246         Contact: Cell:       0815         Office:          Home:
Documents Required: Req'd Have
1. Building or Planning Department Application(s)
<ol> <li>Sketch, Drawing, Plans, Site Plans, Mock-ups</li> <li>Photographs (Historic, Current, Surrounding Structures)</li> </ol>
4. Materials List or Samples
5. Proof of Ownership

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

Print Name: Martha C Alegric Signature: Hearing Date: Approved 🗌 Disapproved with conditions  $\Box$ Disapproved

- Meetings are held at City Hall, Helen Kleberg Groves Community Room, 400 W King Ave.
- 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 Boards decision by informing the City within the 5 day period.
- The Board only hears cases when the owner is present or represented.
- Call 361-595-8055 for information.

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Building On Service

Invoice Address Cash Sales Zarsky Kingsville 223 S. 6th St. Kingsville, TX 78363 Phone: (361) 592-4341 Fax: (361) 592-2124 Email: kingsvillestatements@zarsky.com

**Delivery Address** Cash Sales Zarsky

## Quotation

Quote No Quote Date 50310 09/29/2020

Expiration Date Customer Contact Name Contact Number Job Your Ref Delivery Taken By Sales Rep 10/29/2020 CASH

By 09/29/20 Noe Espino House



ine	Product Code	Description	Qty/	Footage	Price	UOM	Total
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 Sales Tax 8.25%
 \$237.27

 Quotation Total
 \$2,113.23

Subject to our terms and conditions of sale. Further copies available on request.

Date

Buyer















## **ITEM # 3**

#### Agenda Item 3

### Staff Report to the HISTORICAL DEVELOPMENT BOARD

by Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer, City of Kingsville

Request for Approval to add a room addition to the residence at 6<sup>th</sup>, block 9, lots 3, 4, also known As 605 East henrietta Avenue. The Applicant and owner is martha c. alegria.

Applicant: Martha C. Alegria Contractor: Esteban Elizondo Date of HDB Hearing: February 17, 2021

#### EXHIBITS PRESENTED

- Historical Development Board Review Application
- Kleberg County Appraisal Card
- Pictures of Exterior of Home Room Addition Area
- Architectural drawings of Room Addition

#### BACKGROUND AND PERTINENT DATA

The home was built circa 1945. It is a one-story rectangular-plan front-gabled residential building with front-gabled partial-width offset porch supported by square box columns, narrow wood siding, exposed rafter tails, sash windows with shutters, and rear additions.

#### STAFF REVIEW AND RECOMMENDATIONS

The structure has had some dis-repair but still has a solid frame to work with and good wooden floors in great condition. With new siding, paint, and windows the house can continue its historic presence for many more years.

#### **BOARD REVIEW**

In general, Historical Development Board considers the following factors when making a recommendation concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or part of any building, structure or appurtenance within a historic district:

(1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.

(2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.

(3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its' conformity to the general character of the particular historic area involved.

(4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.

(5) The value of the historic district as an area of unique interest and character shall not be impaired.

Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer Prepared by:

### Historical Development Board Review Application

Date of Request: OA. 5, 2020 Property is zoned: 20 he 2
Property Location and Description: 605 E. Henviette Ave
Single Family dwelling; exterior wood structure
Year Built: 1945 Style, Period, Condition, Context or other Comments: Built of the
end of what is house is in fair condition
Description of Work: Replace rotted exterior siding with the
Same kind of siding (Recho de Paloma) and re-paint.
Extend the east wall of back room approx. 6 ft; Denolish gavage
Applicant: Martha C. Alegria
Address: 603 1/2 E. Henrietta Ave.
361-522- 361-593 361-592- Contact: Cell: <u>8586</u> Office: <u>2809</u> Home: <u>SD13</u> Email: <u>Martha.alegrice</u> att.net
Contractor: Esteban Elizondo
36(-246 Contact: Cell: <u>0815</u> Office: Home: Email:
Documents Required: Req'd Have
<ol> <li>Building or Planning Department Application(s)</li> <li>Sketch, Drawing, Plans, Site Plans, Mock-ups</li> <li>Photographs (Historic, Current, Surrounding Structures)</li> <li>Materials List or Samples</li> </ol>
5. Proof of Ownership

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

arthy C Alegnic Signature: Print Name: M Hearing Date: Approved 🗌 Disapproved with conditions  $\Box$ Disapproved

- Meetings are held at City Hall, Helen Kleberg Groves Community Room, 400 W King Ave.
- 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 Boards decision by informing the City within the 5 day period.
- The Board only hears cases when the owner is present or represented.
- Call 361-595-8055 for information.

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PRODUCED BY AN AUTODESK STUDENT VERSION


## PRODUCED BY AN AUTODESK STUDENT VERSION

# **ITEM # 4**

#### Agenda Item 4 Staff Report to the HISTORICAL DEVELOPMENT BOARD

by Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer, City of Kingsville

REQUEST FOR APPROVAL TO REMODEL THE OUTSIDE RESIDENCE AT ORIG TOWN, BLOCK 72, LOTS 11, 12 ALSO KNOWN AS 521 EAST LOTT AVENUE. THE APPLICANT IS OSCAR SOLIZ, P.E. ON BEHALF OF OWNERS NOVUS PROPERTY GROUP, LLC. THE CONTRACTOR IS OSCAR SOLIZ, P.E.

Applicant: Oscar Soliz, P.E. Contractor: Oscar Soliz, P.E. Date of HDB Hearing: February 17, 2021

#### EXHIBITS PRESENTED

- Historical Development Board Review Application
- Letter of Representation
- Proof of Ownership
- Letter of Request
- Pictures of Exterior Damage of Home to be Remodeled
- Architectural drawings of Remodel
- Materials List

#### BACKGROUND AND PERTINENT DATA

The home was built circa 1945. It is a one-story wooden frame house with a front portico and craftsman style windows. The home is not listed on the Texas Historical Commission Kingsville Historical Resources Survey.

#### STAFF REVIEW AND RECOMMENDATIONS

The structure has had some dis-repair but still has a solid frame to work with. The remodel will bring the home a fresh start and a great presence for many years enhancing our historic district.

#### **BOARD REVIEW**

In general, Historical Development Board considers the following factors when making a recommendation concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or part of any building, structure or appurtenance within a historic district:

(1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.

(2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.

(3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its' conformity to the general character of the particular historic area involved.

(4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.

(5) The value of the historic district as an area of unique interest and character shall not be impaired.

Prepared by: Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer

# Historical Development Board Review Application

Applicant: Oscar Soliz, P.E. on behalf of NOVUS Property Group, LLC
Address: 226 Summers Lane, Alice, TX 78332
Contact: Cell: 361-793-9461 Home:
Email: novuspropertygroupllc@gmail.com
Property Owner: NOVUS Property Group, LLC
Address: 226 Summers Lane, Alice, TX 78332
Contact: Cell: 361-774-1325 Home:
Property Location and Description: 521 E. Lott Ave.
Lots Eleven (11) and Twelve (12), Block Seventy-two (72), Original Townsite
Description of Work: Remodel and renovation of existing home, including
modifications to the front exterior
Contractor: NOVUS Property Group, LLC
Contact: Cell: 361-774-1325 Home:
Email: novuspropertygroupllc@gmail.com
<ol> <li>Documents Required:</li> <li>Sketch, Drawing, Plans, Site Plans, Mock-ups</li> <li>Photographs (Historic, Current, Surrounding Structures)</li> <li>Materials List or Samples</li> <li>Proof of Ownership</li> </ol>
5. Letter of Representation and Work Approval from Property Owner

(If Applicable)

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

(Applicant) Print Name: Oscar Soliz, P.E. Signature: P.E. Date: 120/2021 MAAC 18

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# LETTER OF REPRESENTATION

January 11, 2021

City of Kingsville Planning and Development Services 410 W King St Kingsville, TX 78332

To whom it may concern,

I, Melinda R. Soliz, on behalf of NOVUS Property Group, LLC, give consent for Oscar Soliz, P.E. to act on behalf of the company regarding the submittal of all required documents and applications for the proposed residential renovations at 521 E. Lott Avenue.

Respectfully,

6/12/

Melinda R. Soliz Managing Member/Registered Agent

# **PROOF OF OWNERSHIP**

#### SPECIAL WARRANTY DEED

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

> I I

i.

THE STATE OF TEXAS

#### KNOW ALL MEN BY THESE PRESENTS:

#### COUNTY OF KLEBERG

THAT NAVY ARMY COMMUNITY CREDIT UNION (herein after "Grantor"), whose address is P.O. Box 81349, Corpus Christi, Texas, 78468, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid and caused to be paid in the manner hereinafter stated by NOVUS PROPERTY GROUP, LLC, A TEXAS LIMITED LIABILITY COMPANY (herein after "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, whose address is P.O. Box 3404, Alice, Texas, 78333, all of that certain parcel of real property and all appurtenances thereto and improvements constructed thereon (the "Property"), in Kleberg County, Texas, legally described as:

#### LOTS ELEVEN (11) AND TWELVE (12), BLOCK SEVENTY-TWO (72), ORIGINAL TOWNSITE OF KINGSVILLE, KLEBERG COUNTY, TEXAS, AS PER MAP OR PLAT THEROF RECORDED IN ENVELOPE 96, MAP RECORDS OF KLEBERG COUNTY, TEXAS.

This conveyance is made and accepted subject to conditions, reservations, restrictions, and easements appearing of record, if any, in Kleberg County, Texas, which affect the hereinabove described property.

Ad valorem taxes and maintenance fees, if any, have been prorated between Grantor and Grantee as of the date hereof, and Grantee assumes the obligations to pay the same as they become due and payable subsequent to the date hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, and appurtenances thereto in anywise belonging, unto the said Grantee, their heirs and assigns, forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the Property conveyed unto the said Grantee, Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor, but not otherwise.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

BUYER EXPRESSLY ACKNOWLEDGES THAT SELLER MAKES NO WARRRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

As a material part of the consideration for this contract, Buyer represents that, prior to closing, Buyer conducted a complete and thorough independent investigation of any and all matters concerning the property. By consummating this purchase and closing, Buyer accepts the property, its improvements, fixtures, personal property and any rental agreements, tenancies, occupancies, or business conducted thereon AS IS AND WITH ALL FAULTS, AND WITHOUT SELLER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY, HABITABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE) AND BUYER HEREBY EXPRESSLY WAIVES AND RELEASES ALL CLAIMS, RIGHTS AND REMEDIES WITH RESPECT THERETO. IT IS THE INTENTION OF BUYER AND SELLER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION, HABITABILITY AND FITNESS FOR ANY PARTICULAR USE OR PURPOSE, ALL WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY, AND ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, except the warranty of title expressly set forth herein. In addition, there are no warranties or representations, expressed or implied, as to the accuracy or completeness of any data, information or materials, if any, heretofore or hereafter furnished in connection with the property. Any and all data, information and material furnished was provided as a convenience only and any reliance on or use of the same is at Buyer's sole risk. The terms, covenants and conditions contained in this paragraph shall survive closing.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this the 30<sup>th</sup> day of December 2020.

NAVY ARMY COMMUNITY CREDIT UNION

BY:

RÓMAN ESCOBAR, CHIEF LENDING OFFICER – MORTGAGE

ACCEPTED AND AGREED TO BY GRANTEE:

#### NOVUS PROPERTY GROUP, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY:

MELINDA R. SOLIZ, MEMBER

THE STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged before me on the 30 day of December, 2020, by ROMAN ESCOBAR, CHIEF LENDING OFFICER – MORTGAGE, for NAVY ARMY COMMUNITY CREDIT UNION, on behalf of said credit union.

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Notary Public, State of Texas

THE STATE OF TEXAS

COUNTY OF NUECES

This instrument was acknowledged before me on the  $\underline{30}$  day of December, 2020, by MELINDA R. SOLIZ, MEMBER of NOVUS PROPERTY GROUP, LLC, a Texas limited liability company, on behalf of such limited liability company.



Notary Public, State of Texas

January 12, 2021

City of Kingsville Historic Development Board 410 W King St Kingsville, TX 78332

Dear Sir or Madam,

Please consider this application and related documents pertaining to the planned residential renovations at 521 E. Lott Avenue.

It is our understanding that the original structure was built circa 1945 but we have no other historical information. The existing structure is a stick-frame, single family dwelling on a pier and beam foundation. The current condition of the dwelling is in disrepair and the foundation requires leveling. The existing roof is covered with traditional three-tab asphalt shingles which are worn and weathered, and portions of the wood eave/soffit are moisture rotted. The exterior walls are currently covered with cementitious horizontal siding in fair condition. The existing windows throughout the dwelling are single-paned, single-hung windows in various states of disrepair. Most of the window trim has also experienced moisture rot.

Our plans for the exterior of the home include removal and replacement of the roof covering with 30-yr architectural dimensional asphalt shingles and reconstruction of the eave and soffit. The windows will be replaced with double-paned, energy-efficient single-hung windows and the window trim will be replaced in a traditional craftsman style. The cementitious siding will remain and will be painted in neutral earth tones. Additionally, the existing enclosed portico will remain, although the windows on each side of the portico will be replaced.

The accompanying drawings further illustrate our intentions to upgrade the home while keeping the historical integrity in-tact. We respectfully request that our application be approved.

Sincerely,

Melinda Seliz

Melinda R. Soliz Managing Member/Registered Agent

# PHOTOGRAPHS











# DRAWINGS





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# MATERIAL LIST

1. Shingles - Architectural Dimensional Shingles



2. Soffit - Primed Fiber Cement Vented Soffit



3. Fascia - Primed Grooved Fascia



4. Window Trim - Fiber cement and Primed pine lumber



# **ITEM # 5**

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#### Agenda Item 5 Staff Report to the HISTORICAL DEVELOPMENT BOARD

by Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer, City of Kingsville

REQUEST FOR APPROVAL TO REMODEL THE RESIDENCE AT ORIG TOWN, BLOCK 22, LOT E/2, 11, 12 ACRES .0 ALSO KNOWN AS 323 EAST ALICE AVENUE. THE APPLICANT IS THE OWNER AND CONTRACTOR, JAVIER E. CANALES.

Applicant: Javier E. Canales Contractor: Javier E. Canales Date of HDB Hearing: February 17, 2021

#### EXHIBITS PRESENTED

- Historical Development Board Review Application
- Kleberg County Appraisal District Card
- Location of Home and Pictures
- Material List

#### BACKGROUND AND PERTINENT DATA

The home was built circa 1945. It is one-story domestic single dwelling. One-story hip-on-gable-roofed rectangular-plan residential building with a hip-on-gable-roofed wing on front, shed-roofed offset partial-width entry porch supported by decorative wood supports, wood-framed sash windows, and asbestos siding. It is listed in the Texas Historical Commission Kingsville Historical Resource Survey but does state it is contributing to the history of Kingsville but does not state how.

#### STAFF REVIEW AND RECOMMENDATIONS

The structure has had some dis-repair but still can be salvaged. The remodel will bring the home a fresh start removing the asbestos and replacing it with current materials that would enhance the original. The historic design of the home will remain the same.

#### **BOARD REVIEW**

In general, Historical Development Board considers the following factors when making a recommendation concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or part of any building, structure or appurtenance within a historic district:

(1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.

(2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.

(3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its' conformity to the general character of the particular historic area involved.

(4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.

(5) The value of the historic district as an area of unique interest and character shall not be impaired.

Prepared by:

Brenda Joyas, CNUA, Downtown Manager/Historic Preservation Officer

# Historical Development Board Review Application

Description of Work: (Exterior Work) work on the removal of the existing siding and window. Follow up by the installation of a waterproof barrier, covered by D105 wood siding, primed, and painted, and install Larson Aluminum Low-E White windows. And replacing all exterior trim boards. NO roof repairs needed at this time. (Interior Work) will include upgrading of electrical wiring, replacing all plumbing fixtures. Install R-13 insulation to all exterior walls and install R-30 or better insulation to ceiling area. Covered by 4x8x1/2 gypsum board (Sheetrock) *** all electrical and plumbing will be done by respected contractors.									

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

Print Name:	Javier E.	Canales	Signature:	Jan	26	Coml
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Page 1 of 2

Effective Date of Appraisal: January 1 Date Printed: 06/10/2020 01:48:26PM

by VICKI



house wrap	X	Q

### > Kingsville Lowe's Open until 9 PM >



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

### ilding Supplies / Insulation & Accessories / House Wrap



\$99.95	
View Q&A	
🐌 BUY 5 G	BET 15% OFF
	t x 150-ft House Wrap 3 Modet#59150
Install be penetrati	meath the exterior siding to reduce air infiltration and water
Allows tr	apped moisture to escape from wall
UV prote	cted for up to 9 months of exposure
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۲	Free Store Pickup 10 Available at Kingsville Lowe's ~ Aisle 47   Bay 11
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# **BETTER TOGETHER**



Lowe's 9-ft x 150-ft House Wrap Lowe's 1.875-in x 165-ft Housewrap Tape

Fas-n-Tite 1-in 12-Gauge Electro-Galvanized Steel Cap Nails (3000-Count)

#### ıy all 3

Lowe's 9-ft x 150-ft House Wrap \$99.96

Lowe's 1.875-in x 165-ft Housewrap	Гаре
\$12.68	

Fas-n-Tite 1-in 12-Gauge Electro-Galvanized Steel Cap Nails (3000-Count) \$27.48

Subtotal \$140.12

Add 3 Items to Cart

/ERVIEW

Install beneath the exterior siding to reduce air infiltration and water penetration

Allows trapped moisture to escape from wall

UV protected for up to 9 months of exposure

Made of cross-woven polyolefin for superior tear resistance

Replaces grade D building paper

Use in residential and commercial construction

## SPECIFICATIONS

ngth (Feet)

150

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#### > Kingsville Lowe's Open until 9 PM >



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

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#### oulding & Millwork / Wall Panels & Planks / Wall Planks





View Q&	
7.125-in : (l)	x 12-ft Unfinished Pine Shiplap Wall Plank (Coverage Area: 7.125-sq
Itom #7493	7 Model#11441
Stain g	arade Southern Yellow Pine
	a pattern to compliment existing decor
True la	ap edges
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0	217
	Add to Gard
•	Free Store Pickup
3	91 Available at Kingsville Lowe's 🐱
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	Available

#### /ERVIEW

Unique pattern to compliment existing decor True lap edges Can be used with ceilings Easy to install Great for DIY projects

CA Prop 65 PDF

Residents: 🔥 Prop 65 Warning(s)

## **SPECIFICATIONS**

ries Name	N/A	Actual Width (Inches)	7.125
olor/Finish Family	Brown	Coverage Area (Sq.	7.125
inufacturer vlor/Finish	Unfinished	Feet)	
		Theme	N/A
lish	Unfinished	Madavial	
		Material	Wood
int Grade		CARB Compliant	N/A

+ Show All

### **REVIEWS**



**COMMUNITY Q & A** 

window	V O

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#### Singsville Lowe's Open until 9 PM >



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

#### indows & Doors / Windows / Storm Windows



#### /ERVIEW

r better insulating storm windows are easy to install outside your home and feature Low-E glass for superior year-round protection.

and reduces harmful UV rays that cause fading	-	
Meets ENERGY STAR® certification requirements in northern and north- central climate zones	D	Ins Gui PD
Accidental glass breakage warranty coverage for peace of mind		PD
Adding an insulating layer reduces drafts up to 40% by mounting over existing window to create a thermal barrier		
Weatherstrip blocks drafts and reduces air infiltration for a more comfortable and energy-efficient home		
Bottom expander adjusts for a tight fit		
Half screen included for easy ventilation		
Glass and screen are removable for easy cleaning		
The Attachment Energy Rating Council certifies this product's energy		

performance and rates as 69 out of a possible 110 in a dominantly cool climate and 24 out of a possible 55 in a dominantly warm climate

Residents: A Prop 65 Warning(s)

D Installation Guide PDF Warranty Guide PDF

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## SPECIFICATIONS



+ Show All

### **REVIEWS**

COMMUNITY Q & A
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window	X	S	

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## ) Kingsville Lowe's Open until 9 PM >

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Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

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### indows & Doors / Windows / Storm Windows



### **VERVIEW**

Ir better insulating storm windows are easy to install outside your home and feature Low-E glass for superior year-round stection.

summer, and reduces harmful UV rays that cause fading

Meets ENERGY STAR® certification requirements in northern and north-central climate zones

Accidental glass breakage warranty coverage for peace of mind

Adding an insulating layer reduces drafts up to 40% by mounting over existing window to create a thermal barrier

Weatherstrip blocks drafts and reduces air infiltration for a more comfortable and energy-efficient home

Bottom expander adjusts for a tight fit

Half screen included for easy ventilation

Glass and screen are removable for easy cleaning

The Attachment Energy Rating Council certifies this product's energy performance and rates as 69 out of a possible 110 in a dominantly cool climate and 24 out of a possible 55 in a dominantly warm climate

Residents: <u>A Prop 65 Warning(s)</u>

## Installation Warranty Guide ODF PDF

## **SPECIFICATIONS**

ndow Type	Storm	W	Varranty	10-year limited
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ass Insulation	Low-E	No	orth/Central Zone	
eatherstripped Panels	0		NERGY STAR Certified outhern Zone	X
ame Material	Aluminum		ough Opening Height nches)	55

+ Show All

REVIEWS

## **ITEM # 6**

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## Staff Report to the HISTORICAL DEVELOPMENT BOARD

by Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer, City of Kingsville

Request for Approval to remodel the residence at orig town, block 60, lot 9-11, also known As 313 West King Avenue. The applicant is Kendrick Lashawn Carter. The contractor is Alazan Builders, LP.

Applicant: Kendrick Lashawn Carter Contractor: Alazan Builders, LP Date of HDB Hearing: February 17, 2021

### EXHIBITS PRESENTED

- Historical Development Board Review Application
- Description of Work Report with Pictures
- Contract to Purchase

## BACKGROUND AND PERTINENT DATA

The home was built circa 1920. Two-story L-plan cross-gabled residential building with shed-roofed entry porch set in ell supported by square box columns, wood eave brackets, exterior brick chimney, replacement sash windows, vinyl siding, and rear additions. It is listed in the Texas Historical Commission Kingsville Historical Resource Survey but does state it is contributing to the history of Kingsville but does not state how.

### STAFF REVIEW AND RECOMMENDATIONS

The structure has some minor repair needed to bring back to its original grandeur. The remodel will bring the home a fresh start replacing items with original materials. The historic design of the home will remain the same.

### **BOARD REVIEW**

In general, Historical Development Board considers the following factors when making a recommendation concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or part of any building, structure or appurtenance within a historic district:

(1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.

(2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.

(3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its' conformity to the general character of the particular historic area involved.

(4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.

(5) The value of the historic district as an area of unique interest and character shall not be impaired.

Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer Prepared by:

## Historical Development Board Review Application

Applicant: Kendrick Lashawn Carter
Address: 4363 Summer Wind Drive
Contact: Cell: (979) 922-9431 Home:
Email: kendrick.carter88@gmail.com
Property Owner: Randal E. Nielsen
Address: 403 S. 6th St, Kingsville, Texas 78363
Contact: Cell: Home:(361) 592-9000
Property Location and Description: Orig Town, Block 60, Lot 9-11
Known as: 313 W. King Ave, Kingsville, Texas 78363
Description of Work: Replace with existing pitch, Kitchen Double Doors: Replace double doors with single door, Windows:
Repair/replace existing hung windows and paint "white". Remove exterior storm-windows, repair broken ones (and/or replace with equivalent), and paint "black"
Steps and Porches outside: replace all rotting wood with treated wood paint "white", Exterior Siding: SEE ATTACHMENT "Description of Work" for more DETAILS.
Contractor: ALAZAN BUILDERS, LP
Contact: Cell: (361) 548-1200 Home:
Email: lee@alazanbuilders.com
Documents Required:
1. Sketch, Drawing, Plans, Site Plans, Mock-ups
<ol> <li>Photographs (Historic, Current, Surrounding Structures)</li> <li>Materials List or Samples</li> </ol>

4. Proof of Ownership

5. Letter of Representation and Work Approval from Property Owner (If Applicable)

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

(Applicant) Print Name:	Kendrick Lashawn Carter			
Signature:	-G-	Date:	01/31/2021	



Residential Investment Rental Property:

313 W. King Ave Kingsville, Texas 78363

Presented by Applicant: Kendrick Lashawn Carter



## **ROOF REPLACEMENT**

## Description of Work:

 Replace old roof with new roof while maintaining existing pitch and structural design.

- Composite Shingles (light or dark gray)
- Roofing Standard Metal Edging
- New Decking with (plywood)
- Roofing Standard Vents
- · Roofing Standard Underlayment (leak prevention)

## WOOD SIDING REPLACEMENT

## Description of Work:

 Repair/replace all exterior dry rotting wood with new treated wood and maintain existing structural design. Paint all exterior siding and trim (White and/or Light Gray).

- Standard Treated Wood for Siding & Trim
- Standard Treated Plywood

## VINYL / PLASTIC SIDING REPAIR or REPLACEMENT

## Description of Work:

 Repair/replace all damaged siding with new vinyl siding equivalent to existing siding design. Clean existing siding and paint (White or Light Gray).

- Vinyl Siding or Equivalent in Design.
- Standard Exterior Paint White and/or Grey.







- Replace all damaged exterior door framing with wood framing equivalent to existing design. Re-paint door framing (White or gray).
- Remove Existing Kitchen Double Doors and framing and install standard single door framing for new single metal door installation.
- Install new wood siding in place of double door change into single door.

# **EXERIOR DOOR FRAMING REPLACEMENT**



- Standard Wood Framing for Single Door.
- Standard Doorknob and Deadbolt locking installation.
- Paint Doors Framing (White or gray).
- Paint Doors (Front Side Door: Black or Dark Gray).
- Standard Treated Wood Siding paint (White or gray)

## SINGLE HUNG WOODEN WINDOWS, FRAMING & STORM-WINDOWS

## Description of Work:

- Repair/replace/remove all damaged wooden windows with standard new construction Vinyl Single Hung windows (White) equivalent to existing design and/or treat existing damaged wood. Remove existing paint and re-paint wooden windows (White) or install new construction Vinyl Single Hung windows (White) equivalent to existing design.
- Repair/replace/remove all damaged stormwindow parts including framing, damaged or broken glass, and screens with new parts that are equivalent to existing. Paint all storm-window frames (black).





## SINGLE HUNG WOODEN WINDOWS, FRAMING & STORM-WINDOWS (continued)

Description of Work:

 Replace/repair/remove all wooden windows that are not operational or (sealed/screwed shut). Replace with new construction Vinyl Single Hung Windows (White).

- Standard Wood Framing for Windows
- Standard Aluminum Single Hung Stormwindows/parts
- Standard Vinyl Single Hung Windows



## FRONT PORCH

## Description of Work:

- Remove and replace all damaged front porch wood boards with new treated wood boards equivalent to existing design. Paint front porch (Dark Grey or equivalent to existing)
- Front Entry Way: Maintain existing brick entry way in as is condition. Paint top of brick entry way (Dark Grey or equivalent to existing porch flooring)

- Standard Treated Wood Decking
  - Exterior Paint (White)



# FRONT PORCH ENTRY WAY ADD-ON

## Description of Work:

 Add treated wooden steps and railing to front entry of porch. Paint steps and railing (White).

- Standard Treated Wood Decking
- Exterior Paint (White)



## **REAR PORCH**

## Description of Work:

 Remove/replace all damaged rear porch wood boards with new treated wood boards equivalent to existing design with side wood railing added. Wood stainer added for preservation or paint (White)

- Standard Treated Wood Decking
- Standard Wood Stainer
- Exterior Paint (White)



## **REAR PORCH**

## Description of Work:

 Add additional shutters equivalent to the existing shutter design. Paint (Dark Grey, Black). preservation or paint (White)

- Standard Treated Wood Decking
- Standard Wood Stainer
- Exterior Paint (White)



# PERIMETER WOOD FENCING ADD-ON

Description of Work:

Add standard wood perimeter fencing.

Materials:

- Standard Treated Fencing Wood
- Apply Wood Staining for Preservation Purposes

Fencing Perimeter

Fencing Entry Gates



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	PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)
	TRACE AND TICE: Not For Use For Condominium Transactions
1.	PARTIES: The parties to this contract are (Seller) and
1	(Seller) and Kendrick Lashawn Carter (Buver).
	Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined
2.	
	A. LAND: Lot 9 Block 60 Orig Town, Block 60, Lot 9-11 Addition, City of Kingsville , County of Kleberg , Texas, known as 313 W King Ave 78363-5438
1	Teras known as Kingsville, County of Kieberg,
1	(address/zip code), or as described on attached exhibit.
	B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures chandeliers water software
	system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping,
1	outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
	C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and (iii) other
	improvements and accessories. D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must
	be removed prior to delivery of possession: n/a
	E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3.	SALES PRICE:
	A. Cash portion of Sales Price payable by Buyer at closing
4.	party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of
	which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: n/a
5.	EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver
	\$ 250.00 as earnest money to <u>Bailey Applegate</u> , as escrow agent, at 216 E Kleberg Ave. Kingsville TX 78363 (address). Buyer shall deliver additional earnest money of \$ <u>n/a</u> to escrow agent within <u>n/a</u> days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.
6.	<ul> <li>TITLE POLICY AND SURVEY:</li> <li>A. TITLE POLICY: Seller shall furnish to Buyer at X Seller's Buyer's expense an owner policy of title insurance (Title Policy) issued by <u>Kleberg County Title</u> (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:         <ol> <li>Restrictive covenants common to the platted subdivision in which the Property is located.</li> <li>The standard printed exception for standby fees, taxes and assessments.</li> </ol> </li> </ul>
TXF	R 1601 Initialed for identification by Buyer and Seller KEN TREC NO. 20-14

Cere Ceastel Realty, 5420 Holly Rd. Cerpus Christi TX 78411 Phone: (361)960-0536 Fax: 361-985-0188
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Authentisign (	D: 280568C4-A74C-4D04-B1D6-C4B53460ADC0
	313 W King Ave           Contract Concerning         Kingsville, TX 78363-5438         Page 2 of 10         2-12-18
	(Address of Property) (3) Liens created as part of the financing described in Paragraph 3
	<ul> <li>(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.</li> <li>(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.</li> </ul>
	(6) The standard printed exception as to marital rights
	<ul> <li>(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.</li> <li>(8) The standard printed exception as the time standard printed exception as the time.</li> </ul>
	<ul> <li>(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:</li> <li>X (i) will not be amended or deleted from the title policy; or</li> <li>(ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.</li> </ul>
	Insurance.
	B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer
	C. SURVEY: The survey must be made by a registered professional land surveyor eccentraliant
	X (1) Within <u>10</u> days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not accentable to Title Company or
	Buyer's lender(s), Buyer shall obtain a new survey at X Seller's Buyer's expense no later than 3 days prior to Closing Date. (2) Within days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual
	<ul> <li>(3) Within days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.</li> </ul>
	D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: Buyer must object the earlier of (i) the Closing Date or (ii)
	<ul> <li>the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period. Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period. (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.</li> <li>E. TITLE NOTICES: <ul> <li>(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.</li> </ul> </li> </ul>
L.,	TXR 1601 Initialed for identification by Buyer and Seller

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Contract Concerning

## 313 W King Ave

Kingsville, TX 78363-5438 Page 3 of 10 2-12-18 (Address of Property) subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property. Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used. (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract. (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used. (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information. PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE (6) PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property. (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property. (8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee

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Contract Concerning

### 313 W King Ave Kingsville, TX 78363-5438

(Address of Property)

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obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer. Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

### 7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
  - (Check one box only)
- (1) Buyer has received the Notice.
- (2) Buyer has not received the Notice. Within <u>5</u> days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- (3) The Seller is not required to furnish the notice under the Texas Property Code.
- C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.
- D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
  - (Check one box only)
- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: <u>Repair plumbing p traps and leaks</u>.

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.
- G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used

313 W King Ave Contract Concerning Kingsville, TX 78363-5438 Page 5 of 10 2-12-18 (Address of Property) H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$\_\_\_\_\_\_. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas. 8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements. 9. CLOSING: A. The closing of the sale will be on or before February 4 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the nondefaulting party may exercise the remedies contained in Paragraph 15. B. At closing: (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property. (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent. (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy. (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default. (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit. 10. POSSESSION: A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: X upon closing and funding according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss. B. Leases: (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent. (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract. 11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holder from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.) Seller, at sellers expense shall pay buyer and seller closing costs with the exception of buyer's agent real estate commission of 2.5% of the purchase price. Seller ensures that the property will have utilities connected for inspections. Seller agrees to extend buyers option period if necessary to ensure utilities are connected for inspections. 12. SETTLEMENT AND OTHER EXPENSES: A. The following expenses must be paid at or prior to closing: (1) Expenses payable by Seller (Seller's Expenses): (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract. (b) Seller shall also pay an amount not to exceed \$ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental Joan programs, and then to other Buyer's Expenses as allowed by the lender.

and Seller

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(Address of Property)

- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.
- 13. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- 14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:
  - A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
  - B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
  - C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly

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and Seller

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		of Property)
	<ul> <li>b)jection to the demand from the other para earnest money to the party making demaincurred on behalf of the party receiving the same to the creditors. If escrow agent corporty hereby releases escrow agent from earnest money.</li> <li>D. DAMAGES: Any party who wrongfully fails escrow agent within 7 days of receipt of t damages; (ii) the earnest money: (iii) reasonable and the same to the creditors.</li> </ul>	fective when sent in compliance with Paragraph 21
19.	REPRESENTATIONS: All covenants, represent	
	closing. If any representation of Seller in this be in default. Unless expressly prohibited by the Property and receive, negotiate and accept back up	contract is untrue on the Closing Date, Seller will written agreement, Seller may continue to show o offers.
20.	foreign status to Buyer that Seller is not a "fa sales proceeds an amount sufficient to comply the Internal Revenue Service together with	is a "foreign person," as defined by Internal fails to deliver an affidavit or a certificate of non- oreign person," then Buyer shall withhold from the with applicable tax law and deliver the same to appropriate tax forms. Internal Revenue Service acy in excess of specified amounts is received in
21.	NOTICES: All notices from one party to the	e other must be in writing and are effective
	when mailed to, hand-delivered at, or transmitted by fax To Buyer	
	at:	To Seller at:
	Phone:	Phone:
	Fax:	Fax:
	E-mail: kendrick.carter88@gmail.com	E-mail:
22.	AGREEMENT OF PARTIES: This contract and cannot be changed except by their writte contract are (Check all applicable boxes):	contains the entire agreement of the parties n agreement. Addenda which are a part of this
X	Third Party Financing Addendum	Environmental Assessment, Threatened or
	Seller Financing Addendum	Endangered Species and Wetlands Addendum
	Addendum for Property Subject to	Seller's Temporary Residential Lease
	Mandatory Membership in a Property Owners Association	Short Sale Addendum
	Buyer's Temporary Residential Lease	
	Loan Assumption Addendum	Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
	Addendum for Sale of Other Property by Buyer	X Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-
	Addendum for Reservation of Oil, Gas and Other Minerals	based Paint Hazards as Required by Federal Law
	Addendum for "Back-Up" Contract	Addendum for Property in a Propane Gas
	Addendum for Coastal Area Property	System Service Area
	Addendum for Authorizing Hydrostatic Testing	Other (list):
	Addendum Concerning Right to	$\sim$
	Terminate Due to Lender's Appraisal	
TXR	1601 Initialed for identification by Buyer	and Seller TREC NO. 20-14
	Froduced with Lone Wolf Transactions (zinForm Edition) 231 Shearen	on Cr. Cambridge, Onlario, Canada N1T 1J5 www.lwolf.com 313 W King Ave

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		(Addres	s of Property)	
	acknowledged b within 3 days to terminate this Effective Date 5:00 p.m. (loca stated as the prescribed, this unrestricted righ prescribed, the Buyer. The Opti essence for required.	<b>OPTION:</b> For nominal co y Seller, and Buyer's agreement to after the Effective Date of thi contract by giving notice of termina of this contract (Option Period I time where the Property is lo Option Fee or if Buyer fails paragraph will not be a par at to terminate this contract. I Option Fee will not be refund- on Fee X will will not be ci <b>this paragraph and strict</b>	o pay Seller \$ <u>50.00</u> s contract, Seller grant ation to Seller within l). Notices under this boated) by the date sp to pay the Option F int of this contract ar f Buyer gives notice ed; however, any earne redited to the Sales Pri compliance with the	(Option Fee) ts Buyer the unrestricted right <u>14</u> days after the paragraph must be given by ecified. If no dollar amount is fee to Seller within the time ad Buyer shall not have the of termination within the time est money will be refunded to ice at closing. Time is of the time for performance is
24.	CONSULT AN holders from givin	ATTORNEY BEFORE SIG	NING: TREC rules RACT CAREFULLY.	prohibit real estate license
	Buyer's Attorney is:		Seller's Attorney is:	
	Phone:		Phone:	
	Fax:		Fax:	
	E-mail:		E-mail:	
	EXECUTED the (BROKER: FIL	e <u>30</u> day of <u>Dece</u> L IN THE DATE OF FINAL ACC	EPTANCE.)	_, <u>20</u> (Effective Date).
	Authontisign Kendrick Lashae		Jandal	the second se
	Buyerz <b>Handrick</b> 1	Sashawn Carter	Seller Randal E. Niels	en
	Buyer		Seller	
TI	REC intended validity of transaction	n of this contract has been approve for use only by trained real estate or adequacy of any provision in ons. Texas Real Estate Commissio o://www.trec.texas.gov) TREC NO. 20-14	license holders. No repre any specific transactions. on, P.O. Box 12188, Au	sentation is made as to the legal It is not intended for complex stin, TX 78711-2188, (512) 936-
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## **ITEM # 7**

## Historical Development Board Review Application

Applicant: DAvid THiBODeaux	
Address: 3822 S. 6th St. Kingsville 78363	
Contact: Cell: <u>5127979053</u> Home:	
Email: LDThibodeaux @ aol. com	
Property Owner: SFDT Land holdings LLC D.Thibukany Sterl Address:	es
Contact: Cell: Home:	
Property Location and Description: 400 East Kleberg	
Description of Work: New awning 2 on front and Side	
Contractor: South Texas Canvas John Maupin	
Contact: Cell: <u>36/884</u> 1876 Home:	
Email: Canvas @ South texas Canvas, Net	
Documents Required:	
1. Sketch, Drawing, Plans, Site Plans, Mock-ups	
2. Photographs (Historic, Current, Surrounding Structures)	
3. Materials List or Samples	
<ol> <li>Proof of Ownership</li> <li>Letter of Representation and Work Approval from Property Owner (If Applicable)</li> </ol>	

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

AVID THIBODeanx Im Date: 2-4-2021 (Applicant) Print Name: Signature:





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## David Thibodeaux 40 E. Kleberg Kingsville, Texas







Materials and details: (1.1) Aluminum tube - welded (6063 - T5 / .93) (1.2) Fabric Cover - "Sunbrella" (1.3) Hilti HIT-HY 200-R epoxy (1.4) 3/8" dia. all thread anchor bolt

Agenda Item 7

## Staff Report to the HISTORICAL DEVELOPMENT BOARD

by Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer, City of Kingsville

REQUEST FOR APPROVAL TO ADD A CANOPY TO THE COMMERCIAL BUILDING AT ORIG TOWN, BLOCK 41, LOT 30-32, (TOTES AND THINGS) ALSO KNOWN AS 400 E. KLEBERG AVENUE. THE APPLICANT IS DAVID THIBODEAUX. THE CONTRACTOR IS JOHN MAUPIN OF SOUTH TEXAS CANVAS.

Applicant: David Thibodeaux Contractor: John Maupin, South Texas Canvas Date of HDB Hearing: February 17, 2021

## EXHIBITS PRESENTED

- Historical Development Board Review Application
- Rendition of Building with Awnings
- Architectural Drawing of Awning

## BACKGROUND AND PERTINENT DATA

The home was built circa 1940. Two-story one-part commercial block stuccoed building on corner lot with three storefronts, vertical plank siding on the corner, modern wood-shingled hip-roof wraparound canopy on corner, metal canopy of other two storefronts, large display windows, and double metal-framed glass doors It is listed in the Texas Historical Commission Kingsville Historical Resource Survey but does state it is contributing to the history of Kingsville but does not state how.

## STAFF REVIEW AND RECOMMENDATIONS

The structure has been empty for some time. The owner David Thibodeaux is also the owner of the Salazar Building and also planned his own restoration of the same building. He is now bringing his fervor for historic restoration for Main Street. The canopy mirrors the same canopy that was originally installed with the difference being the original canopy was retractable. Seeing that a retractable canopy will be more of a nuisance, it will be replaced with a fixed canopy. Both the old and new design will be the original white and black stripes. Staff recommends approval.

### **BOARD REVIEW**

In general, Historical Development Board considers the following factors when making a recommendation concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or part of any building, structure or appurtenance within a historic district:

(1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.

(2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.

(3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The

criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its' conformity to the general character of the particular historic area involved.

(4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.

(5) The value of the historic district as an area of unique interest and character shall not be impaired.

Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer Prepared by:

## **ITEM # 8**

## Agenda Item 8 Staff Report to the HISTORICAL DEVELOPMENT BOARD

by Brenda Joyas, CNU-A, Downtown Manager/Historic Preservation Officer, City of Kingsville

REQUEST FOR APPROVAL TO CHANGE THE COLORS OF THE TRAIN DEPOT AT JUAN MENDIOLA, LOT 192, (RINCON DE SANTA GERTRUDIS), (RR DEPOT), ACRES .91 ALSO KNOWN AS 100 EAST KLEBERG AVENUE. APPLICANT AND CONTRACTOR IS THE CITY OF KINGSVILLE.

Applicant: City of Kingsville Contractor: City of Kingsville Date of HDB Hearing: February 17, 2021

## <u>EXHIBITS PRESENTED</u>

- Historical Development Board Review Application
- Pictures of Various 1900 Depot's
- Picture of 1900 Pensacola Florida L&N Railroad (colored)
- Color Palette from Dunn Edward Paints of the 1900 Spanish colonial/revival/mission

## BACKGROUND AND PERTINENT DATA

The 1904 Train Depot Museum (Depot) has not received any maintenance since it's inauguration in 2004. The Depot will start receiving repairs throughout the next two years. In accordance with the Vision Plan for the Future of the Downtown District, new colors to match the vibrancy of the era are being requested. After researching Union Pacific, Missouri-Pacific, International & Great Northern, Topeka & Santa Fe, C&O, and L & N railroad depots of the early 1900's colors were shown to be the majority red, green, white, and yellow with the natural red brick showing. The Depot has a natural beige brick color and has been painted different shades of brown that make it blend into the background. The new colors of green walls, yellow trim, and red windows would bring the Depot back to life to the vibrant era it once existed in.

## STAFF REVIEW AND RECOMMENDATIONS

Staff recommends approval of change of color to enhance the structure, preserve the brick, and attract more tourists.

## **BOARD REVIEW**

In general, Historical Development Board considers the following factors when making a recommendation concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or part of any building, structure or appurtenance within a historic district:

(1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.

(2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.
(3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its' conformity to the general character of the particular historic area involved.

(4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.

(5) The value of the historic district as an area of unique interest and character shall not be impaired.

Brenda Joyas, CNU/A, Downtown Manager/Historic Preservation Officer Prepared by:

Historical Development Board Review Application

Applicar	at: City of Kingsville	
	410 W. King Ave	
Contact:	Cell: <u>219-9325</u> Home:	
Email: _	bjoyas @ city of Kingsville. Com	
Property	Owner: Union Pacific RailRoad	
Address:	1400 Douglas St. Stop 1604, Dmaha, NE	68179
Contact:	Cell: Home:	
Property	Location and Description: 100 E Kleberg Ave 1 Train Depot Museum	
Descripti	ion of Work: New paint Colors	
Contract	or: City of Kingsville	
Contact:	Cell: <u>219-9325</u> Home:	
	bjoyas (& city of Lingsville. com	
	Documents Required:	
	<ol> <li>Sketch, Drawing, Plans, Site Plans, Mock-ups</li> <li>Photographs (Historic, Current, Surrounding Structures)</li> <li>Materials List or Samples</li> <li>Proof of Ownership</li> <li>Letter of Representation and Work Approval from Property Owner (If Applicable)</li> </ol>	

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

City of Kngpvill Date: 1-6-2021 (Applicant) Print Name: Signature:





Wissouri - Pacific Burton, TX.



Union Pacific Dickinson, TX



Missouri-Pacific Milam County TX







C&O Depot Thurmond, W.V.





Pensacola, 41.

Then, Now & Forever <sup>TM</sup>		Spanish Colonial Mission
Color Name	Era	Color Archives and Story
DET416 La Vie en Rose	Spanish Colonial Mission	Mission San Miguel - interior La Vie en Rose, a softy, misty pink, was located on the interior of Mission San Miguel. The name, roughly translated as "Life in Rosy Hues" or "Life Through Rose-Colored Glasses," was the signature song of French cabaret singer Édith Piaf.
DET432 Rose de Mai	Spanish Colonial Mission 20th-century Revival; Art Deco; Victorian. General Notations: Sunset magazine archives (1940-1955)	Carmel Mission - interior Rose de Mai, also known as cabbage rose, is a dusty, tea rose hue found on the interior of the Carmel Mission. It was also discovered in other architectural research on Art Deco and Victorian styles.
DET434 City of Pink Angels	Spanish Colonial Mission Victorian. General notations: Dunn-Edwards Decovel card (1957); Dunn-Edwards Simple Intermix fan deck	Mission San Miguel - interior This light coral pink was identified on the interior of Mission San Miguel and was noted in Victorian research. The name, City of Pink Angels, is a play on the nickname for Los Angeles — "City of Angels."
DET435 Presidio Peach	Spanish Colonial Mission	Mission San Miguel - interior This salmon-peach hue was noted as one of the original colors on the interior of Mission San Miguel. The color name, Presidio Peach, refers to one of the most beautiful, historic parks in San Francisco, CA, and its historic military ties to the U.S., Mexico and Spain.
DET450 Prairie Clay	Spanish Colonial Mission Arts and Crafts/Craftsman; Victorian	Mission San Miguel - interior; Carmel Mission - interior This earthy, dark clay red was detected in ARG research on Mission San Miguel and Carmel Mission. Concurrent with the bungalow was the Prairie style home. Many architects from the Midwest, where the style was most popular, moved West and set up practices that then adapted the style to the warmer climate. These homes emphasized horizontal lines and took advantage of the larger lot sizes available in the rural setting
DET468 Santa Fe Sunrise	Spanish Colonial Mission International; Victorian; Arts and Crafts/Craftsman. General notation: Accents by Dunn-Edwards (1980)	Mission San Miguel - interior This restrained, tanned, earthy orange was noted on the interior of the Mission San Miguel chapel and was also found in later International, Victorian and Arts & Crafts research. Santa Fe, known as one of the most beautiful places in the American West state of New Mexico, showcases an abundance of colorful, photography-worthy sunrises.

Carmel Mission - interior	Arts and Carmel Mission. So popular, it is noted in many other architectural era documents. O,, Spred (1960)	Carmel Mission - interior Earl This clear, apple green, discovered on the interior of the Carmel Mission, was also noted in Victorian and Arts and Crafts documentation. Cloisters reference a space originally devoted to religious seclusion at monasteries or convents and built generally with an open space surrounded by covered walks or open galleries, with open arcades on the inner side running along the walls of buildings. Victorian cloistered gardens were popularized as women and men of the era inhabited separate sections of the home.	Mission San Miguel - interior eral This dark, jewel green, was identified on the interior of Mission San Miguel and was also noted in Victorian and Arts & Crafts research. Mission Jewel is named after original ARG research conducted at Mission San Miguel Arcángel, a Spanish mission located in San Luis Obispo, CA.	Mission San Miguel - interior           tsman.         This pale, blue-green hue, located at Mission San Miguel, was also noted in many           tch Boy         other historical color documents as well as in Beaux Arts, Victorian and Arts & Crafts           terior         research. Little Beaux Blue, a play on words of "Little Boy Blue," was named as an           rd         homage to the Beaux Arts style of architecture.	Mission San Miguel - interior Summer shade, a soft and airy whitened blue, was found as one of the original colors on the interior of Mission San Miguel.	Mission San Miguel - interior           Mission Bay Blue, named for the lagoon community located in San Diego, CA, is a midtone gray-blue. This hue was one of the original colors noted on the interior of Mission San Miguel.           Dodtex
Spanish Colonial Mission	Victorian; 19th-C Revival; 20th-C Revival; Arts and Crafts/Craftsman. General notations: Dunn- Edwards - Interior finishes catalogue (1960), Convenience Twins (1970), Colors in Interior Arch finishes (1969), Decovel color card (1957), Spred Satin card (1961), Interior colors fan deck (1960)	Spanish Colonial Mission Victorian. Arts and Crafts/Craftsman. General notations: Live Colorfully with Dutch Boy card (1958)	Spanish Colonial Mission Arts and Crafts/Craftsman; Victorian. General notations: General Paint catalogue (1930)	Spanish Colonial Mission Beaux Arts;Victorian; Arts and Crafts/Craftsman. General notations: Live Colorfully with Dutch Boy card (1958), Dunn-Edwards Decoarator interior finishes (1960), Dunn-Edwards Decovel card (1957), Dunn-Edwards Suprema Decovel Interior Colors card (1960)	Spanish Colonial Mission General Paint Catalogue (1930); Dunn-Edwards Interior Decorator Finishes (1960)	Spanish Colonial Mission Dunn-Edwards Palette (1980); Dunn-Edwards Exterior Colors Flat Finishes Cementex/Woodtex
DET470 Honey Nectar		DET523 Cloistered Garden	DET539 Mission Jewel	DET549 Little Beaux Blue	DET561 Summer Shade	DET563 Mission Bay Blue

Spanish Colonial MissionMission San Miguel - interiorArts and Crafts/Craftsman;Victorian; Art Moderne.This wintery, storm-churning blue, found at Mission San Miguel, was also noted in General notations: General Paint Co catalogue(1930), Socony Mobil Valdura Maintenance Coatings catalogueVictorian, Art Moderne, and Arts & Crafts research. San Miguel Arcángel, a the shade of blue found on the chapel walls at Mission San Miguel Arcángel, a Spanish mission founded in 1821 in San Luis Obispo, as part of California's 21 historic missions.	Casa de la Guerra - interior       Casa de la Guerra - interior         val; Victorian.       Shadow Effect, a deep soot gray hue, was discovered at the historic Casa de la         Palette (1980)       Guerra - It is also noted in Victorian and Mission Revival Research. The inspiration for the name is a term used in the art and film industries, also called shadow play, prevalent in Los Angeles.	dission          Casa de la Guerra - interior         notations: Sears, Roebuck & Co       Gray Monument, a steely blue-gray, was noted as a color discovery on the interior of         casa de la Guerra and was also noted in Victorian research. The inspiration for the name was the myriad sculptures and statues dotting the American landscape, reminders of important people, places and occasions.	Mission San Miguel - interior This nutmeg, golden hue is named in honor of the hue discovered in the chapel of Mission San Miguel, located in San Luis Obispo, CA. It was also noted in Arts & Crafts and Victorian research.	
Spanish Colonial Mission Arts and Crafts/Craftsman;Victorian; Art Mode General notations: General Paint Co catalogue (1930), Socony Mobil Valdura Maintenance Coatings catalogue	Spanish Colonial Mission 20th-century Revival/Mission Revival; Victorian. General notations: Dunn-Edwards Palette (1980)	Spanish Colonial Mission Victorian. General notations: Sear catalogue	Spanish Colonial Mission Victorian; Arts and Crafts/Craftsman	Spanish Colonial Mission Victorian; 19th-century Revival/Colonial Revival. General notation: Dunn-Edwards Cementex/Woodtex Exterior Colors fandeck
DET569 San Miguel Blue	DET597 Shadow Effect	DET602 Gray Monument	DET685 Mission Gold	DET694 Carmel Mission