City of Kingsville, Texas

AGENDA
CITY COMMISSION
MONDAY, JANUARY 23, 2023
REGULAR MEETING

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

Conference Line call: 1 (415) 655-0001 and
when prompted type access code: 126 210 9951 #
OR
Live Videostream: http://www.cityofkingsville.com/webex

I. Preliminary Proceedings.

OPEN MEETING

APPROVED BY:
Mark McLaughlin
City Manager

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting November 28, 2022

Regular Meeting December 12, 2022

Regular Meeting January 9, 2023

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

1. Public hearing on request to replat 3rd, Block 15, Lots 25, 26, 27, & 28, also known as 612 E. Richard Street, Kingsville, Texas. Jonelle Qualia, of MAN MBR, owner/applicant. (Director of Planning & Development Services).

2. Public hearing for the condemnation of unsafe structures located at 314 E. Ella, Kingsville, Texas. (Director of Planning & Development Services).

3. Public hearing for the condemnation of unsafe structures located at 1108 E. Henrietta, Kingsville, Texas. (Director of Planning & Development Services).

4. Public hearing for the condemnation of unsafe structures located at 1102 E. Henrietta, Kingsville, Texas. (Director of Planning & Development Services).

III. Reports from Commission & Staff.[2]

"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board,

Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development , Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."

IV. Public Comment on Agenda Items.[3]

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

V. Consent Agenda

Notice to the Public

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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend donation from the 81's Heroes Foundation for Police Department equipment. (Police Chief).

2. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend Criminal Justice Grant #4615001 for Police Department ballistic shields. (Police Chief).

3. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the rollover expenditure for engineered wood fiber for Park playgrounds. (Parks Director).

4. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for golf course improvements. (Parks Director).

5. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional funding for a new administrative coordinator position for Tourism. (switch PT to FT position). (Tourism Director).

6. Motion to approve a resolution authorizing the City of Kingsville to continue participation in the Texas Main Street Program, authorizing the City Manager to execute the Texas Main Street Locally Designated Program 2023 Contract, and designating Downtown Manager Alicia Tijerina as the Main Street Program Manager for the City of Kingsville to coordinate program activities. (Tourism Director).

7. Motion to approve a resolution authorizing participation in Local Border Security Program FY2024 from the Office of the Governor, Public Safety Office Homeland Security Grants Division for law enforcement personnel costs, fuel, and equipment; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.[4]

8. Consider request to replat 3rd, Block 15, Lots 25, 26, 27, & 28, also known as 612 E. Richard Street, Kingsville, Texas. (Director of Planning & Development Services).

9. Consider the condemnation of unsafe structures located at 314 E. Ella, Kingsville, Texas. (Director of Planning & Development Services).

10. Consider the condemnation of unsafe structures located at 1108 E. Henrietta, Kingsville, Texas. (Director of Planning & Development Services).

11. Consider the condemnation of unsafe structures located at 1102 E. Henrietta, Kingsville, Texas. (Director of Planning & Development Services).

12. Consider authorizing use of ARPA Funds for ADA sidewalk and ramp improvements at W. Kleberg and S. 4th Street. (City Engineer).

13. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the sidewalk and ADA ramp improvements for Kleberg and 4th Street area. (City Engineer).

14. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for surveying costs for Escondido Road Project. (City Engineer).

15. Consider a resolution authorizing the Mayor to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for a Transportation Alternatives Set-Aside (TASA) Program Project. (for pedestrian, sidewalks & curb ramp improvements). (City Engineer).

16. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for LED lights at the Train Depot and Main Street. (Tourism Director).

17. Consider authorizing use of ARP funds for Parks Revenue Replacement Projects and funding set aside for lighting projects. (Parks Director).

18. Consider a resolution authorizing the Mayor to execute an Agreement for Grant Administration Services for Mitigation Services under the U.S. Department of Housing and Urban Development Community Development Block Grant Program between the City of Kingsville and Langford Community Management Services. (CDBG-MIT-MOD). (Purchasing Manager).

19. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for emergency wastewater 8-inch line repair. (Purchasing Manager).

20. Consider a resolution accepting the bid and authorizing staff to proceed with the sale of the City's real property known as Kenedy Park located off 14th Street and East Kendy Street (5th Addition, Block 4, Lots 17-32 & E 40' of abandoned S. 13th St.) in Kingsville, Texas. (Purchasing Manager).

21. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for Chamberlain Park with proceeds from the sale of Kenedy Park. (Purchasing Manager).

22. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for server software. (Finance Director).

23. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the city manager contract increase. (Finance Director).

24. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter III-Administration; providing for revision of Article 1-City Commission, Section 10-Agenda. (Commissioner Hinojosa).

25. Executive Session: Pursuant to Section 551.071, Texas Government Code, Consultation with Attorney Exception, the City Commission shall convene in executive session to seek legal advice from the City Attorney regarding a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. (City Attorney).

VII. Adjournment.

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

NOTICE

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

Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

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

January 20, 2023 at 10:00 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

Mary Valenzuela

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

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

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

MINUTES OF PREVIOUS MEETING(S)

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, NOVEMBER 28, 2022, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:
Sam R. Fugate, Mayor
Hector Hinojosa, Commissioner
Edna Lopez, Commissioner
Ann Marie Torres, Commissioner
Norma N. Alvarez, Commissioner (Arrived at 5:08 P.M.)

CITY STAFF PRESENT:
Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Derek Williams, IT
Emilio Garcia, Health Director
Deborah Balli, Finance Director
Charlie Sosa, Purchasing Manager
Bill Donnell, Public Works Director
Diana Gonzales, Human Resources Director
Rudy Mora, Engineer
Janine Reyes, Tourism Director
Susan Ivy, Parks Director
Ricardo Torres, Chief of Police
Kobby Agyekum, Senior Planner/HPO
Uche Echeozo, Director of Planning & Development Services
Joseph Ramirez, Engineers Assistant
Michael Mora, Capital Improvements Manager

I. Preliminary Proceedings.

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

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)
The invocation was delivered by Ms. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

MINUTES OF PREVIOUS MEETING(S)

None.

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

1. Public hearing regarding alcohol variance for a Wine Only Package Store (Q) for the establishment known as Kwik Pantry #2 at 730 W. Corral Street, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:02 P.M.

Mr. Uche Echeozo, Director of Planning & Development Services stated that this location falls within 300 feet of a school, Texas A&M University-Kingsville. Notices were mailed to property owners within a 300-foot radius. The Planning Department staff received no citizen feedback regarding the alcohol variance.

Mayor Fugate announced that this is a public hearing and that if anyone would like to speak on behalf of this item may do so now with a five-minute time limit. Additional time cannot be extended by City Commission.

There being no further comments Mayor Fugate closed this public hearing at 5:04 P.M.

III. Reports from Commission & Staff.[2]

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

Mr. Mark McLaughlin, City Manager reported that the Golf Course agreement had been approved by Kleberg County Commissioners Court. He further reported that the trash service is running late this evening.

Ms. Courtney Alvarez, City Attorney reported that the next meeting is scheduled for December 12, 2022. The deadline for staff to submit their agenda items is December 2nd.

Commissioner Torres thanked everyone who participated in the opening of the VA Mobile Unit.

IV. Public Comment on Agenda Items.[3]

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

Mr. Rudy Madrid, Kleberg County Judge commented that the JK Northway Exposition project is 100% complete with 90% completion of phase 3. The rodeo arena will have the capability to hold 100 attendees which will assist with placing heads in beds in Kingsville. As the venue has been booked for the last six weeks, he would like the parking at the JK Northway to be completed soon. He further stated that he is working on additional parking areas for the venue.

Dr. Ugarte commented that he has served the community for many years. This place would not exist if the King Family wasn't here in Kingsville. Their contribution to this community has been great. He further commented that the late Helen Kleberg Groves assisted in the building that we stand on now. He further stated that he is in support of the statue that will be placed in front of City Hall.

Mrs. Mary Valenzuela, City Secretary read the following two public comments from Tadeo Pina and Rose Damron.

Mr. Tadeo Pina, 5410 Pressler, Corpus Christi, TX comment read as followed: My name is Tadeo pina Jr, 5410 Pressler, Corpus Christi, Texas. I am sending this email to express my concern about spending $280,0000 on a monument for Richard King and

his wife. The King Ranch is a byproduct of white people taking land that belonged to Hispanic and indigenous people. Most of the land was taken by lying or by force. So now you want to reward these people with a monument. Have we not learned anything after so many years? Shame on you.

Ms. Rose Damron, 315 S. Frances, Kingsville, TX comment read as followed: Mayor and Commissioners can we please concentrate on the City Parks we have already instead of adding more parks, memorials, or gardens? The City of Kingsville has not even fixed the ball fields as promised and you want to build something that kids can't even play at. I am tired of these kids being left out just because something has been the same way for 60 or 100 years or just because some city officials think that Kingsville locals are poor and uneducated doesn't mean they don't deserve better. The Kingsville kids would like for you to take pride in them and they in turn will take pride in their city. Kingsville can do better for the kids. I mean if you can build a memorial can't you fix ball fields before a monument goes up? #KVILLEKIDSFIRST.

Mr. Oscar Salazar, 724 E. Warren, Kingsville, TX commented that he has several concerns he would like to address. One is the broadband issue. He stated that back in March a study was done which cost the city more money. The second thing he would like to comment on is that he agrees with the public comment that was read regarding kids and the need for improvements at the parks. He commented that King Park is great but there are other issues that money can be used for. Mr. Salazar further commented that he would like to know, with regards to the lighting of the ball fields, which ball fields are getting lights.

Ms. Sandra Rideout-Hanzak, 1530 Virginia Avenue commented that she would like to speak about the stray animal problem in Kingsville and the number of dogs being killed by Animal Control. She stated that she has been here twice before, and many other people have made several pleas as well. In February, she stated that they were told by the City Manager that the only dogs which are killed are those that are too sick or injured to be saved without a large investment of money. She stated that this is simply not true. She further commented that according to the Facebook page this morning, six animals are scheduled to be killed tomorrow; four of them are three- to four-month-old puppies. Two puppies were kicked on November 22nd after being treated for intestinal parasites, which is a stupid misuse of money, she stated. At least two adult dogs were killed on the 18th and at least three adult dogs were killed on the 10th. She further stated that this is just what was reported on Facebook in November only. She states that this is the status quo here. Perfectly good dogs and puppies are killed every few weeks to make room for more dogs and puppies that will be killed to make room for more, etc. She stated that we have the tail wagging the dog right now. There is a never-ending supply here because the city has done nothing to curb the problem. She asks, what is your end game here? Ms. Rideout-Hanzak also stated that they don't want to be told that it is a cultural problem, as they live here as well. It isn't fair to those of them who do take care of their pets and yards to have stray dogs and cats running around lose all the time. It's not our culture she stated, but they vote too, and they elected the Commission to be the leaders. Leaders do the hard stuff. They tackle difficult situations to make positive changes in the community. She further commented that the Commission has been asked several times by several different people to create an Ad-Hoc Committee to work on a possible solution to this problem. Putting together a committee won't cost the city any money or even any effort. She commented to the Commission that if they leave here tonight without moving the needle forward at all on the stray pet problem, then they are part of the problem and saying to the city that they don't care about pets on the streets and the never-ending funneling of animals into the shelter to be killed so more pets can be placed in the shelter ad nauseam. She further commented that six dogs, including four puppies, will be killed by the City of Kingsville

tomorrow to make room for more puppies to be killed. She then asked, are you going to do anything to change the situation?

V. Consent Agenda

Notice to the Public

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.[4]

1. **Consider alcohol variance for a Wine Only Package Store (Q) for the establishment known as Kwik Pantry #2 at 730 W. Corral Street, Kingsville, Texas. (Director of Planning & Development Services).**

   Motion made by Commissioner Alvarez to approve the alcohol variance for a Wine Only Package Store (Q) for the establishment known as Kwik Pantry #2 at 730 W. Corral Street, Kingsville, Texas, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

2. **Consider authorizing the purchase of one commercial garbage truck from Doggett Freightliner of South Texas via BuyBoard Purchasing Cooperative, as per staff recommendation. (Purchasing Manager).**

   Mr. Charlie Sosa, Purchasing Manager stated that this item authorizes the purchase of one commercial garbage truck from Doggett Freightliner of South Texas. The new commercial truck will replace one of the older commercial garbage trucks. Most garbage trucks are at the end of their efficient lifespan thus increasing maintenance and operations expenses. The existing garbage truck to be replaced has exceeded the efficient lifespan and will continue to have high maintenance costs. Funds are available through Fund 087-5-1702-71100 of which $308,529.00 are available this fiscal year. The amount of the truck will be $284,894.40. It is recommended that the city purchase one commercial garbage truck from Doggett Freightliner of South Texas.

   Commissioner Hinojosa asked what the estimated date of arrival was. Mr. Sosa responded sometime in March or April 2023.

   Motion made by Commissioner Lopez to authorize the purchase of one commercial garbage truck from Doggett Freightliner of South Texas via BuyBoard Purchasing Cooperative, as per staff recommendation, seconded by

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

3. **Consider a resolution authorizing the submission of a Community Development Block Grant Council of Governments Method of Distribution (CDBG COG MOD) application to the Texas General Land Office for eligible mitigation project activities and authorizing the Mayor and City Manager to act as the City's Executive Officers and Authorized Representatives in all matters pertaining to the City's participation in the CDBG-MIT Program. (Updated projects list) (City Engineer).**

   Mr. McLaughlin stated that the city staff worked to revise the AROA Projects list for both the general and utility funds. In order to receive the GLO money, the city will be required to submit applications per CDBG Guidelines to the General Land Office.

   Motion made by Commissioner Hinojosa to approve the resolution authorizing the submission of a Community Development Block Grant Council of Governments Method of Distribution (CDBG COG MOD) application to the Texas General Land Office for eligible mitigation project activities and authorizing the Mayor and City Manager to act as the City's Executive Officers and Authorized Representatives in all matters pertaining to the City's participation in the CDBG-MIT Program. (Updated projects list), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

4. **Consider approving the revised ARPA Projects list as per staff recommendation. (Purchasing Manager).**

   Mr. Sosa stated that this item authorizes the approval of a revised ARPA Project List due to the revision of the GLO State of Texas CDBG Mitigation COG MOD Funds Project List and budget amendment for the revised ARPA Project List. Funds are available for certain types of mitigation projects that are approved by GLO. Funds available to the City of Kingsville come to a total of $3,946,500. On November 16, 2022, city staff participated in a meeting with representatives of the GLO about the city's initial proposed project list. After that meeting, staff worked on updating the list of GLO projects that were previously suggested during a City Commission meeting on November 14, 2022. Several projects that have been earmarked with ARPA funding have been realigned to be funded with FLO mitigation funds, which allows more ARPA funding to be available for city projects that do not qualify for mitigation funding. After the realignment of the COG MOD funding project list and the new ARPA project list, ARPA funds available will be $0.

   Motion made by Commissioner Hinojosa to approve the revised ARPA Projects list as per staff recommendation, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

5. **Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for ARP Projects funded in FY 22-23 but not completed and for FY22-23 approved ARP Projects not appropriated. (Finance Director/Purchasing Manager).**

   Introduction item.

6. **Consider a resolution authorizing the City Manager to execute the Master Equity Lease Agreement, the Maintenance Agreement, the Amendment to the Master Equity Lease Agreement, and the Amendment to the Full Maintenance Agreement with Enterprise Fleet Management. (Purchasing Manager).**

Mr. Sosa stated that this item authorizes the City Manager to approve and enter a Master Equity Lease Agreement and a Maintenance Agreement and amendments to each of those two documents, consisting of 12 new Service Trucks for the Utility Division through Enterprise Fleet Management through TIPS Purchasing Cooperative Contract #190402 for the Public Works Department. The new service trucks will replace older vehicles that require periodic maintenance and service, causing downtime in responding to callouts for the water and wastewater department. The existing service vehicles will be repurposed for other departments such as streets, landfill, parks, and health departments. Funds are available through the vehicle replacement fund, year one of which $89,642 are budgeted this fiscal year. Mr. Sosa further stated that it is the staff's recommendation to approve and enter into a Master Equity Lease Agreement, Maintenance Agreement, and amendments to each of those two documents for 12 new service trucks for the Utility Division through Enterprise Fleet Management through TIPS Purchasing Cooperative Contract #190402 for the Public Works Department.

Motion made by Commissioner Alvarez to approve the resolution authorizing the City Manager to execute the Master Equity Lease Agreement, the Maintenance Agreement, the Amendment to the Master Equity Lease Agreement, and the Amendment to the Full Maintenance Agreement with Enterprise Fleet Management, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

7. **Consider a resolution authorizing the Mayor to execute a Roadway Easement Agreement (public road) and a Release of Easement with the Board of Regents of the Texas A&M System for constructing, maintaining, repairing, replacing, rebuilding, and operating a public roadway (Santa Rosa curve). (City Attorney).**

The University discovered during its planning phase that the City of Kingsville easement does not accurately reflect the location of the actual roadway known as the curved intersection of Corral Ave. and Santa Rosa Street as it currently exists, the parties' purpose is to rectify the discrepancy. City staff has worked with representatives from Texas A&M University System to prepare a Roadway Easement Agreement and Release of Easement between the two parties.

Motion made by Commissioner Lopez to approve the resolution authorizing the Mayor to execute a Roadway Easement Agreement (public road) and a Release of Easement with the Board of Regents of the Texas A&M System for constructing, maintaining, repairing, replacing, rebuilding, and operating a public roadway (Santa Rosa curve), seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".

8. **Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the Downtown Planter Project that was not completed in FY21-22. (Finance Director).**

The Downtown Planter Project was started in FY 21-22, but completed in FY 22-23. This project was originally budgeted in Fund 033 for a project cost of $15,000, but the final cost was $12,290. City has received the final invoices for this project.

Introduction item.

9. **Consider approving city hall landscaping plan. (Mayor Fugate).**

Mr. Sosa stated that this item is for the landscaping and statue of Richard and Henrietta King. As Mrs. Helen Kleberg Groves did not want the use of concrete around the statue

it is being proposed to use crushed granite. There will be a sidewalk that will lead from the southwest area of the parking area to the northeast of the parking area. The area will be landscaped with benches where citizens can come to area and visit. He further stated that in the agenda packet, there is information that will show what the area will look like around the statue. The cost estimate for this project is $285,000 from ICE Engineering. This includes the engineering for the base and landscaping. Bids will be done for the contracting through the city to make sure that the procurement is done correctly.

Commissioner Alvarez asked if anyone else submitted bids for the planning. Mr. Sosa responded that this was a last-minute thing, therefore, he called out to different engineering firms to see if they could handle a project of this magnitude within the timeframe that it was needed. There were two other firms that he spoke with but were unable to meet the timeline that was being requested.

Commissioner Hinojosa commented that this was too much money for this project especially when there are other things that this money could go towards, such as potholes and other priorities. He would like to see this money spent elsewhere.

Mr. Sosa commented that the foundation is one that donated the building for the new City Hall that we sit in today and this is just one way of saying thank you.

Commissioner Hinojosa further commented that $285,000 is the amount quoted, will the city need to pay the entire amount?

Mr. Sosa responded that if it is the $285,000 that will be used for the construction, then yes, but he has not heard what the cost is for the statue which was paid by them to build it.

Commissioner Torres asked what the cost would be to maintain the statue.

Mr. Sosa responded that it wouldn't be no more than the cost to maintain the landscape. The statue is made of bronze so he would need to get with the University to see what the maintenance would be.

Commissioner Alvarez commented that she also agrees with Commissioner Hinojosa in stating that it is too much money for the project.

Mayor Fugate commented that he does not like the idea of city staff not having enough time to thoroughly investigate how to do this. It may be best to wait and see if other companies can come in and give the city a quote for the project. He further asked if the Commission could take no action on this item and bring it back in a future meeting.

Ms. Alvarez responded that the City Manager has the authority, based on the dollar amount, to hire the engineering firm. She further stated that the reason the item was brought to the City Commission is to approve the landscaping plan that was proposed. Nobody will know the actual cost until the engineering firm that the city works with goes out for bids publicly. She further stated that at that point the Commission can accept a bid or reject all bids as it is done when the city publicly bids something out.

Commissioner Alvarez asked that since the statue has been completed, is there a timeframe for when the statue needs to be delivered?

Mr. Sosa responded that it will take time to build it, and it would not be built in a week. There is still a process that needs to be taken before the statue is built.

Commissioner Torres commented that it was stated that it was a rushed job, but other projects have been put forth which they don't have any information on one project which is the $150,000 for the baseball parking lots. She further stated that what concerns her is that no one asked the city to do this first before the statue was built.

Mr. McLaughlin responded that this project started when the previous City Manager, Mr. Jesus Garza was with our city. The landscaping was part of the plan when this became City Hall and if you look around there is no landscaping. He further stated that the city is way behind on its commitment to the King Family and the late Mrs. Groves. He stated that Mrs. Groves was very clear about the landscaping around the new city hall building.

Commissioner Hinojosa asked if this landscaping project was only for the area near the proposed statue. Mr. Sosa responded yes.

Mayor Fugate suggested to the commission not to take any action on this item tonight.

The commission agreed to take no action at this time.

10. **Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the City Hall Landscape Project. (Mayor Fugate).**

Introduction item.

11. **Consider a resolution authorizing the Mayor to enter into an Interlocal Agreement between Kleberg County and the City of Kingsville for the J.K. Northway Parking Lot Project. (City Manager).**

Agenda Item #11 was discussed before agenda item #1, as per Mayor Fugate's request.

Motion made by Commissioner Lopez to approve the resolution authorizing the Mayor to enter into an Interlocal Agreement between Kleberg County and the City of Kingsville for the J.K. Northway Parking Lot Project, seconded by Commissioner Hinojosa.

Commissioner Hinojosa commented that within the $158,000, he wants to make sure what is included in that cost is labor, equipment, and whatever the cost it is that FEMA pays per hour and materials. He further asked what would happen to the debris, will it be taken to the landfill, and will the city charge any tipping fees as the city would have to pay some of the tipping fees to the state. He further commented that depending on the answer given to his questions, will determine how he votes for this item.

Mr. McLaughlin responded that the $158,998 from the city is material only. The city is absorbing the labor and any other fees for the landfill, and he doesn't think anything will be going out to the landfill from this project.

Commissioner Hinojosa asked about the cement that the county will have.

Mr. McLaughlin responded that there are no tipping fees for cement as it doesn't go into the pit. He stated that no material will be going into the pit from this parking lot project.

Commissioner Hinojosa commented that his concern is the cost of labor, equipment, and any other incidentals. He doesn't feel that the city should be paying the full amount of the labor and equipment.

Mr. McLaughlin stated that it is not the way that it was calculated.

Commissioner Hinojosa responded that it was his understanding that it would be the total cost.

Commissioner Alvarez asked if the city was providing the labor and equipment.

Mr. McLaughlin responded yes. When this was first brought up and it was said that this was the city's project to do this parking lot it is including city labor, equipment, and purchase of the aggregate.

Commissioner Hinojosa stated that he understood this when it was the city's project, but it is no longer the city's project as it was going to be under the city's control. He further stated that anytime a project is done, the number of hours worked can be tracked. As for the equipment, it would be determined at the cost that FEMA pays when there is a hurricane.

Mayor Fugate asked how long will it take to fix the parking lot. And how many employees will be working on this project?

Mr. McLaughlin responded that with perfect weather and that if all the material is delivered to the site, it will take 15 business days with the entire Street Department staff working on it, which is 13 employees.

Mayor Fugate asked Ms. Alvarez if Commissioner Lopez can amend her motion to include everything, $158,000 is what the city will give for the project which includes not only material but also labor.

Ms. Alvarez responded that Commissioner Lopez can amend her motion to include that and the second could be amended to add the language to the interlocal.

Commissioner Lopez agreed to amend her original motion, seconded by Commissioner Hinojosa.

Commissioner Torres asked if there would be any overtime for employees for this project.

Mr. McLaughlin responded that they could incur overtime.

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

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:09 P.M.

_____

Sam R. Fugate, Mayor

ATTEST:

_____

Mary Valenzuela, TRMC, CMC, City Secretary

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, DECEMBER 12, 2022, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:
Sam R. Fugate, Mayor
Hector Hinojosa, Commissioner
Edna Lopez, Commissioner
Norma N. Alvarez, Commissioner

CITY COMMISSION ABSENT:
Ann Marie Torres, Commissioner

CITY STAFF PRESENT:
Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Derek Williams, IT
Emilio Garcia, Health Director
Deborah Balli, Finance Director
Charlie Sosa, Purchasing Manager
Bill Donnell, Public Works Director
Diana Gonzales, Human Resources Director
Rudy Mora, Engineer
Janine Reyes, Tourism Director
Susan Ivy, Parks Director
Juan J. Adame, Fire Chief
Kobby Agyekum, Senior Planner/HPO
Uche Echeozo, Director of Planning & Development Services
Joseph Ramirez, Engineers Assistant

I. Preliminary Proceedings.

OPEN MEETING
Mayor Fugate opened the meeting at 5:00 P.M. with four Commission members present. Commissioner Torres is absent.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)
The invocation was delivered by Ms. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – November 14, 2022

Motion made by Commissioner Lopez to approve the minutes of November 14, 2022, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

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

1. Public hearing for a Special Use Permit for mobile home as a business office use in I2 (Heavy industrial District) at Garcia Ind Ac, Block 11, Lots 1-3, Kingsville, Texas, also known as East Santa Gertrudis, Kingsville, Texas. Saul Figueroa, owner/applicant. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:02 P.M.

Mr. Echeozo stated that the applicant is requesting a Special Use Permit to place a mobile home on the property of the new location for the Recycling Center that is currently located on 6th Street.

Mayor Fugate commented that it is good that the Recycling Center will be moving to its new location.

Mr. Mark McLaughlin, City Manager stated that he has been in contact with representatives for Naval Air Station Kingsville regarding this business moving close to the Naval Base, which will be within its airspace. He further stated that it has been mentioned to the applicant that the new location is within a potential crash site and the area of heavy jet noise. He further stated that there is a restriction that no more than 75 people be on a one-acre tract due to the location being near the airspace. Mr. McLaughlin stated that as he has spoken with representatives of Naval Air Station Kingsville regarding this business, the Navy is okay with the business moving in so close to the airspace.

Mayor Fugate announced that this is a public hearing and that if anyone would like to speak on behalf of this item may do so now with a five-minute time limit. Additional time cannot be extended by City Commission.

There being no further comments Mayor Fugate closed this public hearing at 5:04 P.M.

2. Public hearing for a Special Use Permit for daycare use in R1 (Single Family District) at 1915 Oklahoma, Kingsville, Texas, also known as Town & Country, Block 11, Lot 8. Brenda Rios, owner/applicant. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:04 P.M.

Mr. Echeozo stated that for this item, the applicant is requesting a Special Use Permit for daycare use in a single-family district. Letters were mailed to individuals within the area and staff received no feedback from those individuals. The Planning & Zoning Commission met on this item and recommends approval.

Ms. Brenda Rios, 1515 Lee Street, (applicant) stated that she will have up 12 children. She has spoken with her neighbors and they are okay with the daycare taking place in this location.

Commissioner Alvarez asked if Ms. Rios was a resident. Ms. Rios responded yes. Commissioner Alvarez further asked what age of children she will be taking in. Ms. Rios stated that there are regulations as to how many children of each age you can have in daycare such as this.

Mayor Fugate announced that this is a public hearing and that if anyone would like to speak on behalf of this item may do so now with a five-minute time limit. Additional time cannot be extended by City Commission.

There being no further comments Mayor Fugate closed this public hearing at 5:09 P.M.

III. Reports from Commission & Staff.[2]

"At this time, the City Commission and Staff will report/update on all committee assignments which may include but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports;

Streets Update; Public Works; Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water, And Wastewater Rate Study Presentation. No formal action can be taken on these items at this time."

Mr. McLaughlin spoke about the Employee Recognition & Safety Banquet. He thanked the staff for their assistance in putting this event together. He further had a brief discussion on the schedule for sanitation services during the upcoming holidays. He further gave an update on the golf course greens. He stated that the golf course greens renovation is going well. The façade on the ground has taken root already.

Ms. Courtney Alvarez commented that there is a special City Commission meeting scheduled for Thursday, December 15, 2022, at 5:00 p.m. the next regular meeting is scheduled for January 9, 2023, with the deadline for staff to submit agenda items no later than December 28, 2022.

Commissioner Lopez thanked staff for putting together the La Posada Christmas Parade Float.

Commissioner Hinojosa and Commissioner Alvarez also thanked staff for their hard work on the Employee Recognition & Safety Banque and the La Posada Parade Float.

IV. Public Comment on Agenda Items.[3]

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

No public comments were made.

V. Consent Agenda

Notice to the Public

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

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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for ARP Projects funded in FY 22-23 but not completed and for FY 22-23 approved ARP Projects not appropriated. (Finance Director/Purchasing Manager).

2. **Motion to approve final passage of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the Downtown Planter Project that was not completed in FY 21-22. (Finance Director).**

3. **Motion to approve a resolution authorizing the Police Chief to enter into a Memorandum of Understanding and a Partner Agency Working Protocol Agreement between the Children's Advocacy Center of the Coastal Bend and the Kingsville Police Department relating to protocols for reports to abuse and neglect of children. (Police Chief).**

4. **Motion to approve a resolution authorizing the Fire Chief to enter into an Agreement for training of Emergency Medical Services Students between the Kingsville Fire Department and Texas EMS Academy. (Fire Chief).**

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.[4]

5. **Consider introduction of an ordinance amending the zoning ordinance by granting a Special Use Permit for mobile home as a business office use in I2 (Heavy industrial District) at Garcia Ind Ac, Block 11, Lots 1-3, Kingsville, Texas, also known as East Santa Gertrudis, Kingsville, Texas; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).**

   Introduction item.

6. **Consider introduction of an ordinance amending the zoning ordinance by granting a Special Use Permit for daycare use in R1 (Single Family District) at 1915 Oklahoma, Kingsville, Texas, also known as Town & Country, Block 11, Lot 8; amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).**

   Introduction item.

7. **Consider accepting donation from the Texas & Southwestern Cattle Raiser Association Disaster Relief Fund for Fire Department brush, wildland, and rangeland firefighting equipment. (Fire Chief).**

   Mr. Juan J. Adame, Fire Chief stated that each year, TSCRA collects donations for its 501c3 organization, Disaster Relief Fund to aid in short-term relief during times of disaster. This year, TSCRA DRF is presenting donations to the Fire Departments in our area to assist with brush, wildland, and rangeland firefighting efforts. The donation is for $10,000.

   Commissioner Lopez asked what type of repairs and upgrades will be done. Chief Adame responded that lights and windshield upgrades.

   Commissioner Hinojosa asked if the donation from this year was larger than the donation from last year. Chief Adame responded that he is not sure.

   Motion made by Commissioner Alvarez to approve the acceptance of a donation from the Texas & Southwestern Cattle Raiser Association Disaster Relief Fund for Fire Department brush, wildland, and rangeland firefighting equipment, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alvarez, Fugate voting "FOR".

8. **Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend donation from Texas & Southwestern Cattle Raisers Association for the purchase, repair, and maintenance of wildland brush firefighting equipment. (Fire Chief).**

   Introduction item.

9. **Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend grant funds from the Ed Rachal Foundation for baseball field lighting. (Parks Director).**

   Mrs. Susan Ivy stated that the department is in receipt of grant funds from the Ed Rachal Foundation for $25,000 for the use of lighting of baseball field #6.

   Introduction item.

10. **Consider introduction of an ordinance amending City of Kingsville Code of Ordinances Chapter VII, Article 8, Section 3-Traffic Control Devices, providing for the authority to place a stop sign on Franklin Adams Road at West Trant Road for northbound and southbound traffic. (City Engineer).**

    Mr. Rudy Mora, City Engineer stated that residents have requested a traffic study near the intersection of Franklin Adams Road and W. Trant Road due to high speed along Franklin Adams Road. The Engineering Department placed traffic counters to record speeds and traffic volume for one week. A 30mile per hour sign is posted along Franklin Adams north of W. Trant Road for northbound traffic. A 40-mile-per hour is posted along Franklin Adams south W. Trant Road for southbound traffic. Approximately 90% of motorists were traveling over the speed limit. The highest recorded speeds were over 75 miles per hour. Two Traffic Accident Reports for the same accident were recorded within the past 3 years. The total cost for the stop sign is approximately $400.00 which will come from the Street Division line item.

    Mayor Fugate commented that this needs to be a four-way stop sign.

    Commissioner Lopez asked if the stop sign could be fitted with flashing lights.

    Mr. McLaughlin stated that the original request was for speedhumps to be placed, but after the traffic study was done, it was determined that a stop sign would be preferable.

    Introduction item.

11. **Consider a resolution authorizing the Mayor to enter into an Interlocal Agreement between Kleberg County and the City of Kingsville for the J.K. Northway Parking Lot Project. (Updated amounts) (Mayor Fugate).**

    Commissioner Hinojosa commented that he has met with the City Manager and was able to get his questions answered which he is satisfied with. He further commented that he likes that the general fund will be reimbursed.

    Motion made by Commissioner Hinojosa to approve the resolution authorizing the Mayor to enter into an Interlocal Agreement between Kleberg County and the City of Kingsville for the J.K. Northway Parking Lot Project, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

12. **Consider approving landscaping plan for Chamberlain Park. (City land to north of city hall). (Mayor Fugate).**

Motion made by Commissioner Alvarez to approve the landscaping plan for Chamberlain Park, seconded by Commissioner Hinojosa.

Mayor Fugate gave some background on the landscaping for Chamberlain Park. The plan is to put a walking trail covered with oak trees and a water feature with benches. The middle section of the park will be open space.

Mr. Sosa stated that this project will be paid for with the sale of Kenedy Park with the Foundation funding the remainder of the park.

Commissioner Hinojosa asked about the grass that will be planted.

Mayor Fugate responded that the King Ranch has agreed to provide the grass for this park.

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

13. **Consider approving landscaping plan for city hall grounds. (Mayor Fugate).**

Mayor Fugate commented that Mrs. Groves wanted students from Texas A&M University-Kingsville to design this, but there were 32 plans submitted for this project. He further stated that at that point he asked Mr. Sosa to have an architect design the plan and see if Mrs. Groves would approve, which she did approve the plan. He further stated that this includes landscaping only.

Motion made by Commissioner Alvarez to approve the landscaping plan for city hall grounds, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alvarez, Fugate voting "FOR".

14. **Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for a portion of the City Hall Landscape Project. (Mayor Fugate).**

Mr. McLaughlin commented that what the commission can do is amend this ordinance to show the new proposed cost.

Introduction item.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:38 P.M.

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Sam R. Fugate, Mayor

ATTEST:

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Mary Valenzuela, TRMC, CMC, City Secretary

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JANUARY 9, 2023, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:
Sam R. Fugate, Mayor
Hector Hinojosa, Commissioner
Norma N. Alvarez, Commissioner
Edna Lopez, Commissioner
Ann Marie Torres, Commissioner

CITY STAFF PRESENT:
Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Derek Williams, IT
Emilio Garcia, Health Director
Deborah Balli, Finance Director
Uchechukwu Echeozo, Director of Planning & Development Services
Charlie Sosa, Purchasing Manager
Bill Donnell, Public Works Director
Diana Gonzales, Human Resources Director
Rudy Mora, Engineer
Janine Reyes, Tourism Director
Susan Ivy, Parks Director
Kobby Agyekum, Senior Planner/HPO
Bradley Lile, Commander
Ruben Chapa, Golf Course Manager

I. Preliminary Proceedings.

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

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)
The invocation was delivered by Ms. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

MINUTES OF PREVIOUS MEETING(S)

Special Meeting November 15, 2022

Motion made by Commissioner Alvarez to approve the minutes of November 15, 2022, as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Torres, Fugate voting "FOR". Lopez "ABSTAINED".

Regular Meeting December 15, 2022

Motion made by Commissioner Lopez to approve the minutes of November 15, 2022, as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

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

1. **Public hearing for the submission of a Main Street Grant Application to the Texas Department of Agriculture as part of the Texas Community Development Block Grant Program. (Director of Planning & Development Services).**

Public hearing #1 was not heard at this time, as per staff's recommendation.

2. **Public hearing for request to replat Ronning 2, Block 3, Lots 1-6 and Lund Addn, Block 7, Lot 1, also known as 1103 to 1115 E. King Avenue, Kingsville, Texas. Ifeanyi Mbadugha, applicant/owner. (Director of Planning & Development Services).**

Mayor Fugate read and opened this public hearing at 5:04 P.M.

Mr. Uche Echeozo, Director of Planning & Development Services stated that the applicant for this property would like to replat their property which would consist of merging several lots into one big lot. The applicant is looking into building a doctor's office on said property. Letters were mailed to those in the surrounding vicinity. Staff received no complaints from any of those residents that were notified.

Mayor Fugate announced that this is a public hearing and that if anyone would like to speak on behalf of this item may do so now with a five-minute time limit. Additional time cannot be extended by City Commission.

There being no further comments Mayor Fugate closed this public hearing at 5:06 P.M

III. Reports from Commission & Staff.[2]

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

Mr. Mark McLaughlin, City Manager reported that sanitation crews are running behind schedule. He further reported that city offices will be closed on Monday, January 16, 2023, in observance of Martin Luther King Day.

Ms. Courtney Alvarez, City Attorney reported that the next scheduled City Commission meeting is on Monday, January 23, 2023, with a deadline for staff to submit their agenda items by Thursday, January 12, 2023.

Commissioner Lopez thanked and recognized all police officers for Law Enforcement Day.

Commissioner Torres reported that the Veteran Mobile Unit will serve 2,200 veterans within Kleberg County and 700 to 2,000 in the surrounding rural communities.

IV. Public Comment on Agenda Items.[3]

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

No public comments were made.

V. **Consent Agenda**

Notice to the Public

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

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

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

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

1. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, setting the speed limit at 45 MPH on US Highway 77 By-Pass Northbound Frontage Road from the southern city limits of Kingsville to FM 1356 (General Cavazos Blvd.) (City Manager).

2. Motion to approve a resolution of the City of Kingsville authorizing the release of Chapter 59 Funds of the Kingsville Police Department for donation to the Kingsville Amateur Boxing Club, Inc. for drug and alcohol prevention programs. (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.[4]

3. Consider a resolution of the City Commission of Kingsville, Texas authorizing the submission of an application to the Texas Department of Agriculture for the Texas Community Development Block Grant Program, Main Street Grant Application; and authorizing the City Manager to act as the City's Executive Officer and Authorized Representative in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program for improvements in the downtown area. (Director of Planning & Development Services).

No discussion or action was taken on this item, as per staff's recommendation.

4. Consider request to replat Ronning 2, Block 3, Lots 1-6 and Lund Addn, Block 7, Lot 1, also known as 1103 to 1115 E. King Avenue, Kingsville, Texas. (for doctor's office) (Director of Planning & Development Services).

Motion made by Commissioner Hinojosa and Commissioner Torres to approve the request to replat Ronning 2, Block 3, Lots 1-6 and Lund Addn, Block 7, Lot 1, also known as 1103 to 1115 E. King Avenue, Kingsville, Texas. (for doctor's office), seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

5. Consider accepting donation from 81's Heroes for tourniquets for the Police Department. (Police Chief).

Mr. Bradley Lile, Commander stated that this item would approve the donation of $2,529.60 from the organization named 81's Heroes. The donation will be used to purchase lifesaving tourniquets.

Motion made by Commissioner Hinojosa to accept the donation from 81's Heroes for tourniquets for the Police Department, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

6. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend donation from the 81's Heroes Foundation for Police Department equipment. (Police Chief).

Introduction item.

7. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to accept and expend Criminal Justice Grant #4615001 for Police Department ballistic shields. (Police Chief).

Ms. Courtney Alvarez, City Attorney stated that the Kingsville Police Department applied for this grant in the Fall and was successful. The purpose of the grant is for law enforcement agencies to equip peace officers with bullet-resistant shields. Funds may only be used for obtaining bullet-resistant shields. The grant amount approved is $47,969.30.

Introduction item.

8. Consider a resolution supporting the City of Kingsville's application to the Texas Department of Transportation's 2023 Transportation Alternatives Set-Aside (TA) Call for Projects (for pedestrian and/or bicycle infrastructure); authorizing the Mayor to act on the City's behalf with such program. (City Engineer).

Mr. Rudy Mora, City Engineer stated that on December 2, 2022, the Texas Department of Transportation (TxDOT) issued the 2023 Transportation Alternatives Call for Projects. The application is a two-step process. Step 1, Project Sponsors submit Preliminary Applications by January 27, 2023. Step 2, Project Sponsors submit Detailed Applications by June 5, 2023. If funds are awarded, the City would be notified in the Fall of 2023 for Transportation Alternatives FY2022 through FY2025. He further stated that the project would typically be funded by both federal at 80% and local at 20% funds. Local funds are not required since the city's local fund match will be covered by Transportation Development Credits. This year the gran also considers an adjustment factor for inflation.

Motion made by Commissioner Lopez to approve the resolution supporting the City of Kingsville's application to the Texas Department of Transportation's 2023

Transportation Alternatives Set-Aside (TA) Call for Projects (for pedestrian and/or bicycle infrastructure); authorizing the mayor to act on the City's behalf with such program, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".

9. Consider awarding bid to Musco Lighting via BuyBoard for baseball field #6 lighting project, as per staff recommendation. (Parks Director).

Mrs. Susan Ivy, Parks Director stated that she is asking City Commission to authorize the award of a BuyBoard bid to Musco Lighting for $193,00 for the installation of lighting on baseball field #6 and approve the bid from Mia Electric for $9,740 to run electric lines from the Power Panel to the light poles to be installed at baseball field #6. She further commented that Field 6 was recently completely renovated with funds from Texas Parks & Wildlife but did not have enough funding to replace the lighting that had to be torn down. She further stated that City Commission approved funding from ARP Funds previously for an among of $35,000 from Park ARP Revenue Recovery funds and $250,000 from other ARP funding specifically for ball field lighting. She stated that they have also acquired funding awards from the Brookshire Foundation and the Ed Rachal Foundation each for $25,000. This provides a total of $335,000 available to fund the project they are requesting to be approved. She stated that this will expend $202,740.00 from their available funding to complete this project.

Motion made by Commissioner Torres to award the bid to Musco Lighting via BuyBoard for baseball field #6 lighting project, as per staff recommendation, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

10. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the rollover expenditure for engineered wood fiber for Park playgrounds. (Parks Director).

Mrs. Ivy stated that this item is to authorize a budget amendment for $10,000 to fund a rollover purchase order to Playcore Systems for engineered wood fiber for playgrounds for which they have been waiting on delivery for payment.

Introduction item.

11. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for golf course improvements. (Parks Director).

Mrs. Ivy stated that this item will authorize a budget amendment to allocate $25,000 in fund balance funds from the Golf Course Capital Improvement funds to pay for repairs and improvements to the pumps at the pump house and controls for the same and equipment rental for mowers. She further stated that the pump station at the Golf Course has deteriorated such that the computer controls have become unstable and not able to be monitored or calibrated. All controls are obsolete and not available for replacement. The relief valve has a body cracked and will need to be replaced and all brass controls are deteriorated and will need to be replaced as well. Isolation valve with bolts will be replaced while the valve is removed for replacement. The quote for $20,700 is for replacing the controls and the relief valve, testing, and calibrating as necessary. She further stated that the Golf Course is still waiting on the delivery of some of the equipment ordered from John Deere last year. Staff has been advised that it will arrive in March.

Introduction item.

12. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate additional funding for a new administrative coordinator position for Tourism. (switch PT to FT position). (Tourism Director).

Ms. Janine Reyes, Tourism Director stated that in continuing the efforts to manage the gardens, modernize nature tourism in our community and seek out partnerships that help grow nature tourism, it is recommended that the replacement of a part-time Customer Service Representative be changed to a full-time Eco-Tourism Administrative Coordinator. The person serving in this role networks with existing partners while soliciting new partnerships. This position will replace the existing part-time Customer Service Representative role as this person will continue to assist with the day-to-day operations of the Tourism Department. The financial impact of replacing this position is $23,015 for the remainder of this fiscal year.

Introduction item.

13. Executive Session: Pursuant to Section 551.071, Texas Government Code, Consultation with Attorney Exception, the City Commission shall convene in executive session to seek legal advice from the City Attorney regarding a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. (City Attorney).

Mayor Fugate read the two Executive Session items, #13 and #14, and ordered the meeting into closed session at 5:25 P.M.

Executive Session item #13 started at 5:29 P.M and ended at 5:52 P.M.

14. Executive Session: Pursuant to Section 551.074, Texas Government Code, the Personnel Exception, the City Commission shall convene in Executive Session to deliberate the evaluation and duties of the City Manager. (Mayor Fugate).

Executive session item #14 started at 5:52 P.M. and ended at 6:08 P.M.

Mayor Fugate reconvened the meeting into open session at 6:09 P.M.

15. Consider a resolution authorizing the Mayor to execute an Employment Agreement for the position of City Manager with Mark McLaughlin. (Mayor Fugate).

Motion made by Commissioner Alvarez and Commissioner Lopez to approve the resolution authorizing the Mayor to execute an Employment Agreement for the position of City Manager with Mark McLaughlin, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR". Torres voting "AGAINST".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:10 P.M.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, TRMC, CMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

Pub. Hrg.

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8093

MEMO

Date: January 18, 2023

To: Mark McLaughlin (City Manager)

From: Uche Echeozo (Director of Planning and Development Services)

Subject: **Jonelle Qualia MAN MBR, Owner/Applicant; requesting the replat of 3rd, BLOCK 15, LOTS 25, 26, 27 and 28, also known as 612 E. Richard Avenue, Kingsville, Texas. 78363**

The Planning and Zoning Commission meeting held as scheduled this evening, January 18, 2023, with 5 members in attendance.

Members deliberated over the issue of granting approval for a re-plat of 3rd, BLOCK 15, LOTS 25, 26, 27 and 28, also known as 612 E. Richard Avenue, Kingsville, Texas to enable the applicant create two separate lots with two separate addresses. Letters were sent out to neighbors and the City received no feedback. Commissioners, after deliberations, voted to approve the recommendation to replat the one lot into two lots. A recorded vote of all members present was taken and Commissioners Brian Coufal, Debbie Tiffee, Mike Klepac, Larry Garcia and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 6.05 p.m.

Thank you.

Uche Echeozo
Director of Planning and
Development Services

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8093

MEMO

Date: January12, 2023

To: Planning and Zoning Commission Members

From: Uche Echeozo (Director of Planning and Development Services)

Subject: **Jonelle Qualia MAN MBR, Owner/Applicant; requesting the replat of 3rd, BLOCK 15, LOTS 25, 26, 27 and 28, also known as 612 E. Richard Avenue, Kingsville, Texas. 78363**

The applicant approached the department because they wanted to re-plat the existing property, subdividing it into two lots. The proposal as presented to the department would involve creating two properties each with their own address. Two buildings are currently on the property, but the re-plat would ensure each house has its own defined boundary. The property is currently zoned R1 – Single-family Residential.

Consequently, this application is being submitted for your consideration. The department has reviewed the application and has found no adverse impact on the environment and the development complies with the relevant codes and Ordinances. Therefore, it is recommended that you consider the said application and approve same since this will encourage housing development within the city of Kingsville.

Thank you.

Uche Echeozo
Director of Planning and
Development Services

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 612 E. RICHARD STREET Nearest Intersection 10th STREET

(Proposed) Subdivision Name THIRD ADDITION Lot 25, 26, 27, 28 Block 15

Legal Description: LOT 25 & 26, 27, 28, BLK 15, THIRD ADDITION

Existing Zoning Designation RESIDENTIAL Future Land Use Plan Designation SAME

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent JONELLE QUALIA MAN MBR Phone 361-960-6565 FAX 361-992-6565

Email Address (for project correspondence only): jqualia2000@yahoo.com

Mailing Address 6710 HOLLY ROAD City CORPUS CHRISTI State TX Zip 78412

Property Owner JENINOSE PROPERTIES LLC Phone SAME FAX

Email Address (for project correspondence only):

Mailing Address SAME City State Zip

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

__Annexation Request	No Fee	__Preliminary Plat	Fee Varies
__Administrative Appeal (ZBA)	$250.00	__Final Plat	Fee Varies
__Comp. Plan Amendment Request	$250.00	__Minor Plat	$100.00
__Re-zoning Request	$250.00	✓Re-plat	$250.00
__SUP Request/Renewal	$250.00	__Vacating Plat	$50.00
__Zoning Variance Request (ZBA)	$250.00	__Development Plat	$100.00
__PUD Request	$250.00	__Subdivision Variance Request	$25.00 ea

Please provide a basic description of the proposed project:
OUR COMPANY NEEDS TO DIVIDE THESE 2 ADDRESES

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

Applicant's Signature Jonelle Qualia Date: 12-7-22

Property Owner's Signature Date:

Accepted by: Date: 12/14/2022

200 ft Buffer at 612 E Richard Ave



Page: 1/1	Drawn By: G. AMAYA Last Update: 12/8/2022 Note: Ownership is labeled with their PROP ID's	DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	CITY OF Kingsville TEXAS	**CITY OF KINGSVILLE** **ENGINEERING DEPARTMENT** 400 W King Ave; Kingsville, TX 78363 Office: (361) 595-8007 Fax: (361) 595-8064

Trevino Judith
AKA Judith Trevino Ochoa
601 E Santa Gertrudis
Kingsville, TX 78363
#18245

Orta Eva M Est
AKA Eva M Canals Est
Belinda Garcia (Ind Exec)
1917 Southpark Dr
Kingsville, TX 78363
#11266

Martinez Raul
611 E Santa Gertrudis St
Kingsville, TX 78363
#19805

Rodriguez Rolando
Etux Delia Esther
613 E Santa Gertrudis
Kingsville, TX 78363
#20595

Velasco Jesus
Etux Idalia
619 E Santa Gertrudis
Kingsville, TX 78363
#21343

Vidaurri Isaac
623 E Santa Gertrudis St
Kingsville, TX 78363
#22117

Mendez Rodolfo G
Etux Anna Linda
625 E Santa Gertrudis
Kingsville, TX 78363
#22883

Mendez Anna Linda
Etvir Rodolfo G Mendez
625 E Santa Gertrudis
Kingsville, TX 78363
#15291

Mendoza Ofelia Rivera
629 E Santa Gertrudis
Kingsville, TX 78363
#16074

Trevino Teresa
AKA Teresa Resendez
229 Briarwood
Kingsville, TX 78363
#18246

Diaz David Est
Etux Dalia Est
Elena Diaz (Ind Exec)
2928 Wickersham LN
Austin, TX 78741
#11268

Gutierrez Rosalinda (Life Est)
Leonor Fernandez
600 E Richard Ave
Kingsville, TX 78363
#13836

Trevino Griselda (Life Est)
Diana T Calderon
600 E Richard Ave
Kingsville, TX 78363
#12222

Trevino Griselda (Life Est)
Rodolfo & Diana T Calderon
600 E Richard Ave
Kingsville, TX 78363
#12997

Garza Mucio Est
Etux Maria L Est
618 E Richard
Kingsville, TX 78363
#10619

Ramos Daniel Jr
624 E Richard
Kingsville, TX 78363
#25930

Bethel Temple Latin
% Rev M Garza
PO Box 989
Kingsville, TX 78364
#17579

Templo Betel Asambleas De Dios
Kingsville Texas
PO Box 989
Kingsville, TX 78364
#24424

Gonzalez Ruben E Est
% Melinda Kerwin
916 E Santa Gertrudis
Kingsville, TX 78363
#17256

Garcia Maria I
603 E Richard
Kingsville, TX 78363
#17279

Olivarez Frances
224 E Richard Ave
Kingsville, TX 78363
#18035

Olivarez Frances
224 E Richard Ave
Kingsville, TX 78363
#18815

Olivarez Frances
224 E Richard Ave
Kingsville, TX 78363
#19595

Trevino Manuel Est
Etux Isabel Est % Nelda Aguilar
1301 Clearfield Dr
Austin, TX 78758
#20390

Cerda Isabel Est
1601 S Congress
Austin, TX 78747
#12664

Gonzalez Eduardo
Oralia Gonzalez
701 E Richard
Kingsville, TX 78363
#13474

Kleberg CAD

Property Search > 11391 CHAPA ATILANO E for Year 2022

Tax Year: 2022

Property

Account

Property ID:	11391	Legal Description:	3RD, BLOCK 15, LOT 25-28
Geographic ID:	100501525000192	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	612 E RICHARD	Mapsco:	
Neighborhood:		Map ID:	C1
Neighborhood CD:			

Owner

Name:	CHAPA ATILANO E	Owner ID:	11227
Mailing Address:	313 W SAGE RD KINGSVILLE, TX 78363-2800	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$25,840	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$7,000	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$32,840	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$32,840	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$32,840	

Taxing Jurisdiction

Owner: CHAPA ATILANO E
% Ownership: 100.0000000000%
Total Value: $32,840

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	$32,840	$32,840	$0.00
CKI	CITY OF KINGSVILLE	0.825000	$32,840	$32,840	$270.93
GKL	KLEBERG COUNTY	0.771870	$32,840	$32,840	$253.49

SKI	KINGSVILLE I.S.D.	1.518900	$32,840		$32,840	$498.80
WST	SOUTH TEXAS WATER AUTHORITY	0.078489	$32,840		$32,840	$25.78
	Total Tax Rate:	3.194259				
				Taxes w/Current Exemptions:		$1,049.00
				Taxes w/o Exemptions:		$1,049.00

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 1096.0 sqft **Value:** $17,410

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF3	EW6	1945	1096.0
OPFA	OPEN PORCH FRAME AVERAGE	*		1945	60.0
STGL	STORAGE FRAME (LOW)	*		0	80.0

Improvement #2: RESIDENTIAL **State Code:** A1 **Living Area:** 804.0 sqft **Value:** $8,430

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF2	EW1	1945	804.0
OPFL	OPEN PORCH FRAME LOW	*		1945	144.0
SAFU	STORAGE ATTACHED FRAME UNFINISHED	*		0	56.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.3214	14000.00	100.00	140.00	$7,000	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	$25,840	$7,000	0	32,840	$0	$32,840
2021	$25,830	$7,000	0	32,830	$0	$32,830
2020	$24,750	$7,000	0	31,750	$0	$31,750
2019	$27,980	$7,000	0	34,980	$0	$34,980
2018	$29,310	$7,000	0	36,310	$0	$36,310
2017	$29,310	$7,000	0	36,310	$0	$36,310
2016	$32,330	$7,000	0	39,330	$0	$39,330
2015	$32,330	$7,000	0	39,330	$0	$39,330
2014	$32,330	$7,000	0	39,330	$0	$39,330
2013	$32,330	$7,000	0	39,330	$0	$39,330
2012	$32,330	$7,000	0	39,330	$0	$39,330
2011	$32,330	$7,000	0	39,330	$0	$39,330
2010	$23,320	$3,500	0	26,820	$0	$26,820
2009	$23,320	$3,500	0	26,820	$0	$26,820

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1		OT	Other	UNKNOWN	CHAPA ATILANO E	430	166	

Tax Due

Property Tax Information as of 12/07/2022

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (361) 595-5775

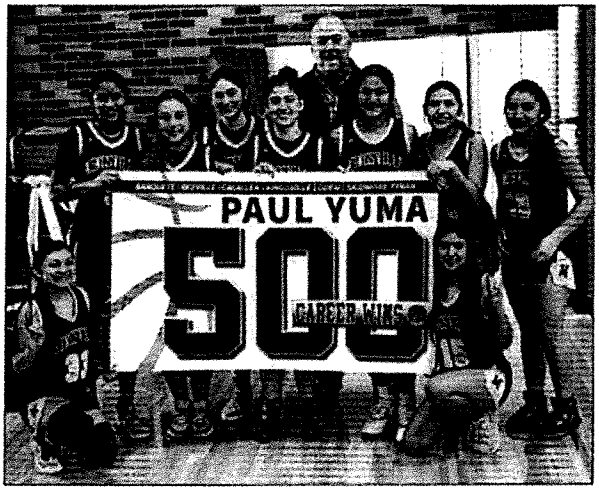
Website version: 1.2.2.33 Database last updated on: 12/6/2022 8:17 PM © N. Harris Computer Corporation

H.M. King High School Basketball Coach gets 500th win

By Ted Figueroa
Reporter

H.M. King High School Head Basketball Coach Paul Yuma is celebrating his 500th win after coaching the Lady Brahma Basketball Team to a district win against Robstown last week.

Coach Yuma is a 1981 graduate of H.M. King High and graduated from Texas A&I University with a degree in Kinesiology. Yuma began his coaching career in 1989 in Alice, as an assistant football coach and assistant basketball coach. He also coached at Tuloso-Midway and took his first head coaching job at Banquete as the boy's basketball coach. He continued coaching as the Head Girls Basketball Coach in Odem, Beeville, and Calallen before retiring in 2021.



Pictured with the Lady Brahma Basketball Team, H.M. King Head Basketball Coach Paul Yuma celebrates 500 wins
/Submitted photo

In his years of coaching, Yuma's teams have made the playoffs 19 out of 23 years. He has coached three All-Star games and will be coaching the All-Star game again this year for the 4A girls' team. His teams have won nine district titles and he has been named Coach of the Year several times in his career.

Yuma was hired by KISD in 2022 and so far, the Lady Brahma's are 14-5 overall and 3-1 in district.

"We are working hard and trying to find a way to get into the playoffs," Yuma said. "We are trying to get more consistent and the girls are getting used to me and the system we are using."

When it comes to motivating the team Yuma said, "I'm old school, we practice hard and focus on fundamentals and I try to have them believe in themselves, they are better then what they think they are."

Yuma said he was excited about the 500th win because it was a district game. "It was a big accomplishment for me and my family and I got lots of calls and text messages from a lot of my ex-players, which was great."

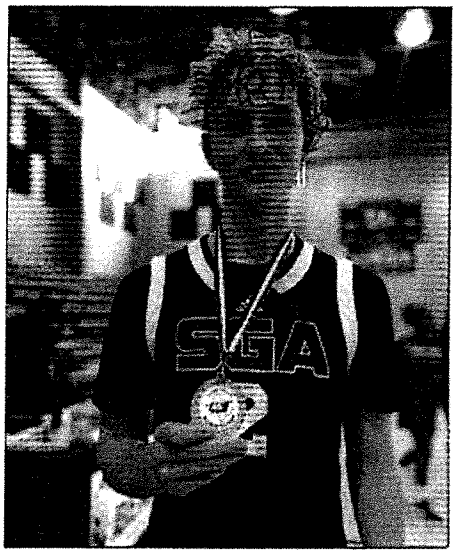
The Lady Brahma Basketball Team practices every day except Sunday now since they are in district play. They will compete in the Kingsville Lady Brahma's Christmas Classic, which will feature six teams on Dec 29-30.

The teams competing in the tournament are IWA, Miller, Kingsville, Riviera, SGA, and San Perlita.

Coach Yuma said it feels good to be back in the classroom where he teaches social studies and back on the basketball court.

"We've got good kids here and it's a good school," Yuma said. "I retired for health reasons but I was fortunate to be given this opportunity at KISD and I'm trying to stay healthy so I can be here a few more years," Yuma said. Coach Yuma has one daughter Dr. Stephanie Yuma Bray and four granddaughters.

The Lady Brahmas next district game is at home on Jan. 3 against Laredo Harmony.



Economy Awards Co. Player Of The Game

Kaylen McClure from Santa Gertrudis, dropped a 40 piece on their 55-54 win over Alligator Christian. /Submitted photo

Kenedy County-Wide CSD will conduct a public hearing for the 2021-2022 Texas Academic Performance Report (TAPR) during the Regular Meeting of the KCWCSD Board of Trustees, scheduled for Wednesday, January 18, 2023 at 7:00 pm at 150 E La Parra Ave, Sarita, Texas.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, January 18, 2023 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard. Jonelle Qualls MAN MBR Owner/Applicant; requesting the re-plat of 3RD, Block 15, Lot 25, 26, 27 and 28 also known as 812 E Richard St, Kingsville TX 78363
The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, January 23, 2023 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard
Jonelle Qualls MAN MBR Owner/Applicant; requesting the re-plat of 3RD, Block 15, Lot 25, 26, 27 and 28 also known as 812 E Richard St, Kingsville TX 78363
The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

THE KINGSVILLE RECORD

NEED TO ADVERTISE?

CONTACT THE SALES DEPT.

(361) 345-1332

PUBLIC HEARING #2

City of Kingsville
Planning and Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Kobby Agyekum, Senior Planner/HPO

DATE: January 12, 2023

SUBJECT: Properties for Condemnation

Summary: The Department of Planning and Development Services have isolated four properties for demolition and seeks City Commission's approval for their condemnation and subsequent demolition.

Background: The Code of Ordinances of the City of Kingsville provides for building condemnation if it is uninhabitable in *Section 15-1-165. - Condemned Building or structure; specifications.* The Planning and Development Services department via the Building Official carried out detailed inspections that revealed the unsafe and dilapidated state of the buildings on the properties listed below. Consequently, these buildings have been declared uninhabitable. The relevant owners have been duly notified and nothing has been done to improve or remove the dilapidated structures. Copies of the notifications are attached for review.

Financial Impact: Cost incurred will be billed to owners.

Recommendation: Staff recommends the Following properties to be authorized for demolition:

1. 1108 East Henrietta Avenue, Kingsville Texas 78363
2. 1102 East Henrietta Avenue, Kingsville Texas 78363
3. 406 East Lee Avenue, Kingsville Texas 78363
4. 314 East Ella Avenue, Kingsville Texas 78363

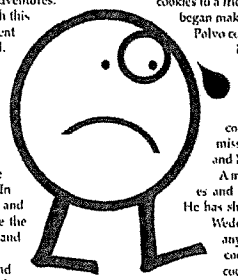
I'm Hungry: how to make Snow Ball Cookies

By Vicki Yarbrough

Life is what you bake it. Joe Longoria proved this motto to be oh so correct. His life is full of change and talents, as well as his cooking adventures.

Baking started as a youth and with this experience he developed different styles and recipes as he matured. Raised in Kingsville, he had his grandmother and mother to learn from. At the age of 13 he started working for our local CC Bakery for Mr. Cavazos and at first he worked at maintenance then was moved into the bakery section and made cookies until he moved on to another industry. In 2002, he was working for Celanese and the company downsized and gave the employees their pension packages and Joe was one of these.

He then moved to Longview and came back every couple of months to visit his parents. Joe would call a local woman and bring tubs of Pan de Polvo back to enjoy and eat with his friends in Longview. They had never tasted the treats, so early on they requested that Joe bring the cookies to a friend's wedding and so it began. Joe began making his own Snow Ball and Pan de Polvo cookies.



Now Joe is semi-retired working part-time as a Boll Weevil technician and promoting the sale of his cookies.

Most of his profits from the cookies go to his local church and missions in the poorest areas of India and Mexico.

A man of many talents, he also preaches and is a talented singer and organist. He has shared his recipe for the Snow Ball Wedding cookies below. If you have any questions or comments about cooking or would like to share your cooking secrets, email me at viva1950hotmail.com.



Joe Longoria

Snow Ball Cookies

Ingredients

- 6 Cups White Wing Flour
- 1 tablespoon vegetable oil (divided)
- 2 cups of sugar
- 1 lb Crisco
- 1 egg
- 2 cups ground pecans

Set aside and make the cinnamon tea

- 1/2 cup water
- 1/4 cup sugar
- 1 cinnamon stick

Boil for a couple of minutes.

Instructions

Whip Crisco, add egg continuing mixing then add vanilla mixing until creamed. Combine flour, sugar and pecans separately then add to the crisco mixture. Pour cinnamon tea a little at a time to mixture, combine then roll into small balls and put on baking pans. Bake at 275° for about 30 minutes.

Then roll the balls in a bowl of powdered sugar to cover.



Snow Ball Cookies

Bishop City Council appoints members to Economic Development Corp.



Bishop Police Chief Edward Day presenting information about new police units. (Photo by Ted Figueroa)

By Ted Figueroa
Reporter

During the December meeting of the Bishop City Council, there were no public comments. The City will be changing their health care provider to TML Insurance. Adam Alvarado was appointed to the Economic Development Council to fill place 3 until July 2024. Joe Cassias was also appointed to the Economic Development Council to fill place 7 until July of 2024.

The Commissioners agreed to purchase two new pick trucks and one used pick-up truck for the Bishop Police Departments to replace old police units that have been in service since 2009. The older units may be recycled to other departments as needed.

The financial statements and minutes from the last meeting were approved. Police Chief Edward Day said Blue Santa items will be delivered the week of Christmas. The Commissioners took no action on the consideration of the Police Chief salary and related budget amendments.

PUBLIC NOTICE

The City Commission will meet on Monday January 23, 2022, at 5:00 P.M. The following items are set for public hearing and discussion and / or action: Request to condemn the unsafe structures located at:

314 E. ELLA
406 E. LEE
1106 E. HENRIETTA
1102 E. HENRIETTA

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.
The meeting will be held at City Hall, 400 West King, at the Helen Kleberg Groves Community Room.

If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, January 4, 2023, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:
Ifeanyi Mbadugha applicant; requesting the re-plat of Ronning 2, Block 3, Lot 1-6 and Lund Addn, Block 7, Lot 1, also known as 1103 to 1115 E King, Kingsville TX 78363.
The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, January 9, 2023, at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard:
Ifeanyi Mbadugha applicant; requesting the re-plat of Ronning 2, Block 3, Lot 1-6 and Lund Addn, Block 7, Lot 1, also known as 1103 to 1115 E King, Kingsville TX 78363.
The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS		Initiated By	Building Official
314 E Ella		MaryAnn Trejo	Nicholas Daniels
LEGAL DESCRIPTION	**BLOCK**	**LOT**	
3RD	3	26,27	
OWNER NAME	**OWNER'S ADDRESS**	**CITY/STATE/ZIP**	
LOMAS ANTONIO EST	314 E ELLA	KINGSVILLE/TX/78363-4522	

PROPERTY CONDITION REPORT

	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
PICTURES TAKEN:	Y	YES	NO	N/A		
Building						
Condition			X		AB,B,C,D,H,L,OU,NR	1,2,4
Yard						
Condition			X		AB,OV	
Utilities						
Electric				X		
Gas				X		
Water				X		
Roof						
Covering			X		B,D,MI,OU,NR	
Walls						
Exterior			X		B,C,D,L,NR	
Interior				X		
Ceilings				X		
Windows/Doors						
Secured				X		
Condition				X		
Foundation						
Exterior			X		D,NR	
Interior				X		
Plumbing				X		
Electrical			X		B,OU,NR	

REASON CODES:

AB-Abandoned	C-Collapsed	I-Incomplete	MO-Mold	NR-Needs Repair
AS-Asbestos	D-Deteriorated	L-Leaning	OU-Outdated	
B-Broken	H-Hazardous	MI-Missing	OV-Overgrown	

COMMENT CODES:

1. AN ATTRACTIVE NUISANCE TO CHILDREN
2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
4. PARTIAL

BUILDING OFFICIAL COMMENTS: Visual observation shows a deteriorated structure that is not secure. The lack of repairs to this structure over time have left it in a dilapidated state that is in need of major repair. The current state is hazardous with signs of failure. The structure is also not secure providing an attractive nuisance to children and a harbor for vagrants, criminal and immoral people.

SIGNATURE: *CITY OF KINGSVILLE BUILDING OFFICIAL* DATE: 6/1/22

CONDEMNATION CHECKLIST

Property Address: 314 E Ella Phone: _____

Property Owner: Antonio Tomas Est Phone: _____

Owner's Address: 314 E Ella Kingsville TX 78363 Fax: _____

PLANNED DATE	ACTUAL DATE	ACTION
☐ 04-27-2022	4-27-2022	1. Identify structure unfit for human habitation.
☐ 4-27-2022	4-27-2022	2. Inspect Property. (Building Official)
		☐ a. Prepare inspection report and date.
		☐ b. Photograph property with date stamp.
☐ 6-1-2022	6-1-2022	3. Determine ownership from county assessment & tax collection record.
☐ 6-1-2022	6-1-2022	4. Obtain legal description.
☐ 6-1-2022	6-1-2022	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
☐ 6-1-2022	6-1-2022	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
☐ 8-3-2022	8-3-2022	7. 2nd Notice Sent. (10 day response) (Optional)
☐ 11-17-2022	11-17-2022	8. If response is not received or is not adequate, proceed as follows:
☐ 11-17-2022	11-17-2022	9. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
		☐ a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
☐ 11-18-2022	11-18-2022	1) Post affidavit in newspaper twice a week for one week
☐ 11-18-2022	11-18-2022	10. Post sign on property advising date the City

Council will consider condemnation of structure.

☐ _____ _____ 11. Within the Historical District. Meeting date to be heard by the Historical Development Board.

☐ 11-18-2022 11-18-2022 12. Photograph posted sign with date stamp.

☐ 12-16-2022 12-16-2022 13. Prepare information packet for each City Council member, plus one each for City Manager, City Attorney & City Secretary consisting of

☐ a. Location Map

☐ b. Photographs of the structure with date stamp

☐ c. Inspection report

☐ d. Pre-condemnation notice

☐ e. Condemnation resolution

☐ _____ _____ 14. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.

☐ _____ _____ 15. City Council adopts condemnation resolution.

☐ _____ _____ 16. File Notice of Condemnation with the County Clerk.

☐ _____ _____ 17. Send owner(s) & other vested interests the following:

☐ a. Copy of the City Council resolution.

☐ b. 45-day order to demolish

☐ _____ _____ 18. Post 45-day Order to Demolish on structure.

☐ a. Take photo with date stamp

☐ _____ _____ 19. Evaluate status of owner's action on 46th day after Order of Demolition was issued. If no action taken by owner, proceed with demolition.

☐ _____ _____ 20. Photograph posted notice with date stamp.

☐ _____ _____ 21. Notify utility companies to disconnect & remove services from structure for safe demolition.

☐ _____ _____ 22. Issue Notice to Proceed to Public Works Director and Demolition Crew.

☐ _____ _____ 23. Prepare demolition cost statement consisting of:

☐ a. Mailing fees

☐ b. Publication fees

☐ c. Demolition costs

☐ d. Landfill tipping fees

☐ e. Filing fees

☐ f. Administrative fees

☐ g. Any documentation miscellaneous costs

☐ _____ _____ 24. Send a letter & cost statement to the Collections Department so they can send out bill. Make copy of documents and send to the City Attorney requesting a lien to be place on the property.

Prop ID	Owner	%	Legal Description			Values		
16680	61990	100.00 R	**Geo: 100500319000192**	Effective Acres: 0.000000	Imp HS:	24,130	Market:	27,630
GARCIA VALERIE BUENTELLO			3RD, BLOCK 3, LOT 19, 20, ACRES .0		Imp NHS:	0	Prod Loss:	0
PO BOX 1661					Land HS:	3,500	Appraised:	27,630
KINGSVILLE, TX 78364-1661				Acres:	0.0000 Land NHS:	0	Cap:	20,842
			State Codes: A	Map ID:	A1 Prod Use:	0	Assessed:	6,788
			Situs: 326 E ELLA AVE TX	Mtg Cd:	Prod Mkt:	0	Exemptions:	HS
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			6,788	0	6,788	0.852080	57.84

17440	66384	100.00 R	**Geo: 100500321000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	14,650
JOY STAR HOLDINGS LLC			3RD, BLOCK 3, LOT 21		Imp NHS:	12,900	Prod Loss:	0
12335 KINGSRIDE LANE #34					Land HS:	0	Appraised:	14,650
HOUSTON, TX 77024				Acres:	0.0000 Land NHS:	1,750	Cap:	0
			State Codes: A	Map ID:	A1 Prod Use:	0	Assessed:	14,650
			Situs: 324 E ELLA AVE TX	Mtg Cd:	Prod Mkt:	0	Exemptions:	
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			14,650	0	14,650	0.852080	124.83

25783	63071	100.00 R	**Geo: 100500322000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	31,370
BAZAN BRENDA LEE			3RD, BLOCK 3, LOT 22		Imp NHS:	29,620	Prod Loss:	0
12501 FAR WEST DR					Land HS:	0	Appraised:	31,370
LIVE OAK, TX 78233				Acres:	0.0000 Land NHS:	1,750	Cap:	0
			State Codes: A	Map ID:	A1 Prod Use:	0	Assessed:	31,370
			Situs: 322 E ELLA AVE TX	Mtg Cd:	Prod Mkt:	0	Exemptions:	
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			31,370	0	31,370	0.852080	267.30

18205	42313	100.00 R	**Geo: 100500323000192**	Effective Acres: 0.000000	Imp HS:	28,820	Market:	32,320
GARCIA VICTOR MANUEL			3RD, BLOCK 3, LOT 23, 24		Imp NHS:	0	Prod Loss:	0
RETANA					Land HS:	3,500	Appraised:	32,320
320 E ELLA AVE				Acres:	0.0000 Land NHS:	0	Cap:	6,402
KINGSVILLE, TX 78363-4522			State Codes: A	Map ID:	A1 Prod Use:	0	Assessed:	25,918
			Situs: 320 E ELLA AVE TX	Mtg Cd:	Prod Mkt:	0	Exemptions:	HS
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			25,918	0	25,918	0.852080	220.84

18979	59630	100.00 R	**Geo: 100500325000192**	Effective Acres: 0.000000	Imp HS:	32,580	Market:	34,330
SALAS ROBERTO G			3RD, BLOCK 3, LOT 25		Imp NHS:	0	Prod Loss:	0
ETUX DOLORES					Land HS:	1,750	Appraised:	34,330
PO BOX 5204				Acres:	0.0000 Land NHS:	0	Cap:	8,533
KINGSVILLE, TX 78364-5204			State Codes: A	Map ID:	A1 Prod Use:	0	Assessed:	25,797
			Situs: 316 E ELLA AVE TX	Mtg Cd:	Prod Mkt:	0	Exemptions:	HS, OV65
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			25,797	8,400	17,397	0.852080	148.24

11224	11091	100.00 R	**Geo: 100500326000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	5,570
LOMAS ANTONIO EST			3RD, BLOCK 3, LOT 26, 27		Imp NHS:	2,070	Prod Loss:	0
314 E ELLA AVE					Land HS:	0	Appraised:	5,570
KINGSVILLE, TX 78363-4522				Acres:	0.0000 Land NHS:	3,500	Cap:	0
			State Codes: A	Map ID:	A1 Prod Use:	0	Assessed:	5,570
			Situs: 314 E ELLA AVE TX	Mtg Cd:	Prod Mkt:	0	Exemptions:	
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			5,570	0	5,570	0.852080	47.46

12040	41591	100.00 R	**Geo: 100500328000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	3,500
GALVAN JUAN M			3RD, BLOCK 3, LOT 28, 29		Imp NHS:	0	Prod Loss:	0
322 W B AVE					Land HS:	0	Appraised:	3,500
KINGSVILLE, TX 78363-3719				Acres:	0.0000 Land NHS:	3,500	Cap:	0
			State Codes: C1	Map ID:	A1 Prod Use:	0	Assessed:	3,500
			Situs: 310 E ELLA	Mtg Cd:	Prod Mkt:	0	Exemptions:	
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			3,500	0	3,500	0.852080	29.82

DELINQUENT TAX STATEMENT SUMMARY

MARIA VICTORIA VALADEZ
KLEBERG COUNTY TAX-ASSESSOR COLLECTOR
PO BOX 1457
KINGSVILLE, TEXAS 78364
361-595-8542

Certified Owner:

LOMAS ANTONIO EST
314 E ELLA AVE
KINGSVILLE, TX 78363-4522

Legal Description:

3RD, BLOCK 3, LOT 26, 27

Account No: 100500326000192

2021 Value: $5,570
Appr. Dist. No.: 11224

Legal Acres: .1607
Parcel Address: 314 E ELLA AVE

As of Date: 06/01/2022

Print Date: 06/01/2022 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY June 30, 2022 Penalty Interest	Total	IF PAID BY August 1, 2022 Penalty Interest	Total	IF PAID BY August 31, 2022 Penalty Interest	Total
2013	137 900 901 905	$169.78	$264.19	$433.97	$266.21	$435.99	$268.25	$438.03
2014	137 900 901 905	$175.52	$247.84	$423.36	$249.94	$425.46	$252.06	$427.58
2015	137 900 901 905	$152.02	$192.76	$344.78	$194.59	$346.61	$196.41	$348.43
2019	137 900 901 905	$183.70	$127.13	$310.83	$129.34	$313.04	$131.53	$315.23
2020	137 900 901 905	$178.38	$97.76	$276.14	$99.88	$278.26	$102.04	$280.42
2021	137 900 901 905	$178.97	$26.85	$205.82	$74.46	$253.43	$76.59	$255.56
TOTAL AMOUNT DUE:				$1,994.90		$2,052.79		$2,065.25

Tax Unit Codes:

137 KLEBERG COUNTY 900 CITY OF KINGSVILLE 901 KINGSVILLE ISD 905 SOUTH TX WATER AUTH

IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE TAX COLLECTOR FOR REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR FOR THE PAYMENT OF THESE TAXES.*

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT

31.1.47

Print Date: 06/01/2022

Appr. Dist. No.: 11224

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE PAYABLE TO:

MARIA VICTORIA VALADEZ
KLEBERG COUNTY TAX-ASSESSOR COLLECTOR
PO BOX 1457
KINGSVILLE, TEXAS 78364

100500326000192

If Paid By	Amount Due
June 30, 2022	$1,994.90
August 1, 2022	$2,052.79
August 31, 2022	$2,065.25
Amount Paid:	$_____

100500326000192

LOMAS ANTONIO EST
314 E ELLA AVE
KINGSVILLE, TX 78363-4522

DELINQUENT TAX STATEMENT SUMMARY

MARIA VICTORIA VALADEZ
KLEBERG COUNTY TAX-ASSESSOR COLLECTOR
PO BOX 1457
KINGSVILLE, TEXAS 78364
361-595-8542

Certified Owner:

LOMAS ANTONIO EST
314 E ELLA AVE
KINGSVILLE, TX 78363-4522

Legal Description:

3RD, BLOCK 3, LOT 26, 27

Account No: 100500326000192

2021 Value: $5,570
Appr. Dist. No.: 11224

Legal Acres: .1607
Parcel Address: 314 E ELLA AVE

As of Date: 06/01/2022

Print Date: 06/01/2022 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY June 30, 2022 Penalty Interest	IF PAID BY June 30, 2022 Total	IF PAID BY August 1, 2022 Penalty Interest	IF PAID BY August 1, 2022 Total	IF PAID BY August 31, 2022 Penalty Interest	IF PAID BY August 31, 2022 Total
TOTAL AMOUNT DUE:				$1,994.90		$2,052.79		$2,065.25

THE TAXES ON THIS PROPERTY ARE DELINQUENT. THE PROPERTY IS SUBJECT TO A LIEN FOR THE DELINQUENT TAXES. IF THE DELINQUENT TAXES ARE NOT PAID, THE LIEN MAY BE FORECLOSED.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT

31.1.47

Print Date: 06/01/2022

Appr. Dist. No.: 11224

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE PAYABLE TO:

MARIA VICTORIA VALADEZ
KLEBERG COUNTY TAX-ASSESSOR COLLECTOR
PO BOX 1457
KINGSVILLE, TEXAS 78364

100500326000192

If Paid By	Amount Due
June 30, 2022	$1,994.90
August 1, 2022	$2,052.79
August 31, 2022	$2,065.25
Amount Paid:	$_____

100500326000192

LOMAS ANTONIO EST
314 E ELLA AVE
KINGSVILLE, TX 78363-4522

KLEBERG COUNTY APPRAISAL DISTRICT
PROPERTY **11224** R
Legal Description
3RD, BLOCK 3, LOT 26, 27

OWNER ID
11091

OWNERSHIP
100.00%

PROPERTY APPRAISAL INFORMATION 2021
LOMAS ANTONIO EST
314 E ELLA AVE
KINGSVILLE, TX 78363-4522

Entities

CAD	100%
CKI	100%
GKL	100%
SKI	100%
WST	100%

Values

IMPROVEMENTS		2,070
LAND MARKET	+	3,500
MARKET VALUE	=	5,570
PRODUCTIVITY LOSS	-	0
APPRAISED VALUE	=	5,570
HS CAP LOSS	-	0
ASSESSED VALUE	=	5,570

100500326000192 Ref ID2: R11224 Map ID A1

ACRES:
EFF. ACRES:

SITUS 314 E ELLA AVE TX

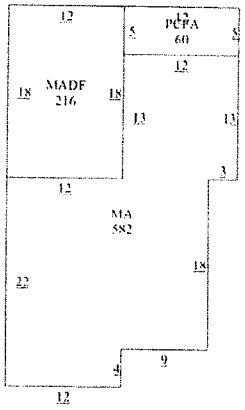
APPR VAL METHOD: Cost

GENERAL

UTILITIES
TOPOGRAPHY
ROAD ACCESS PC
ZONING
BUILDER
NEXT REASON
REMARKS FOR 2020 UPDATE ACCTS PER APPR CHG & SCHEDULES PER SITE INSP PER CT 10/24/9 4/13/20 JO -- FOR '17 CHG ADD YR & CHG DEPR % & ADD PHY FOR ROOF & WOOD - CHG PCN'S

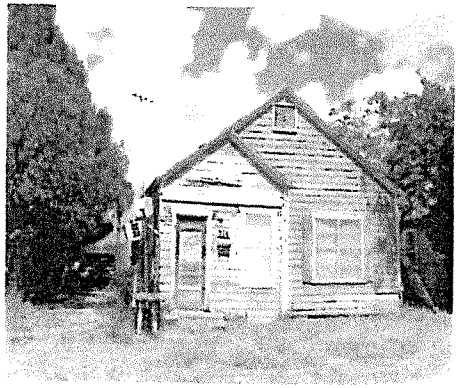
LAST APPR. CT
LAST APPR. YR 2020
LAST INSP. DATE 10/24/2019
NEXT INSP. DATE

SKETCH for Improvement #1 (RESIDENTIAL)



EXEMPTIONS

PICTURE



BUILDING PERMITS

ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL
04/10/2007	ROOF	881	A	0

SALE DT	PRICE	GRANTOR	DEED INFO
	*****	UNKNOWN	OT / /

SUBD: S005 100.00% NBHD:

IMPROVEMENT INFORMATION

I#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
	MA	MAIN AREA	R	FF3/	582.0	61.81	1	1940	1940	*	37,830	20%	20%	100%	100%	100%	0.04	1,510
	MADF	MAIN ADDITIO	R	*/	216.0	61.81	1	1940	1940	*	13,350	20%	20%	100%	100%	100%	0.04	530
	PCFA	PATIO COVERE	R	*/	60.0	12.36	1	1940	1940	*	740	20%	20%	100%	100%	100%	0.04	30
1.	RESIDENTIAL		STCD: A1		858.0	Homesite: N					51,920							2,070

IMPROVEMENT FEATURES

Plumbing	1	1.5	1,854
Foundation	1	FD6	0
Exterior Wall	1	EW1	0
Interior Finish	1	IN4	0
Roof Style		RT2,RM7	0
Flooring	1	FLA	0
Heating/Cooling	1	HA5	0
			1,854

SUBD: S005 100.00% NBHD:

LAND INFORMATION

IRR Wells: 0 Capacity: 0 IRR Acres: 0 Oil Wells: 0

L#	DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE
1.	A1		FF70D140	A1	N	FF	50X140	70.00	3,500	1.00	1.00	A	3,500	NO			0.00	0
													3,500					0

Comment: F: 50.0 R: 50.0 FF

Effective Date of Appraisal: January 1 Date Printed: 06/01/2022 10:31:27AM by SUSANDL

2022 - Values not available

Account

Property ID:	11224	Legal Description:	3RD, BLOCK 3, LOT 26, 27
Geographic ID:	100500326000192	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	314 E ELLA AVE TX	Mapsco:	
Neighborhood:		Map ID:	A1
Neighborhood CD:			

Owner

Name:	LOMAS ANTONIO EST	Owner ID:	11091
Mailing Address:	314 E ELLA AVE KINGSVILLE, TX 78363-4522	% Ownership:	100.0000000000%
		Exemptions:	

(+) Improvement Homesite Value:	+	N/A		
(+) Improvement Non-Homesite Value:	+	N/A		
(+) Land Homesite Value:	+	N/A		
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	N/A		N/A
(+) Timber Market Valuation:	+	N/A		N/A
(=) Market Value:	=	N/A		
(–) Ag or Timber Use Value Reduction:	–	N/A		
(=) Appraised Value:	=	N/A		
(–) HS Cap:	–	N/A		
(=) Assessed Value:	=	N/A		

Owner: LOMAS ANTONIO EST
% Ownership: 100.0000000000%
Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CKI	CITY OF KINGSVILLE	N/A	N/A	N/A	N/A
GKL	KLEBERG COUNTY	N/A	N/A	N/A	N/A

SKI	KINGSVILLE I.S.D.	N/A	N/A	N/A	N/A
WST	SOUTH TEXAS WATER AUTHORITY	N/A	N/A	N/A	N/A
	Total Tax Rate:	N/A			

Taxes w/Current Exemptions: N/A

Taxes w/o Exemptions: N/A

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 798.0 sqft **Value:** N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF3	EW1	1940	582.0
MADF	MAIN ADDITION FRAME	*		1940	216.0
PCFA	PATIO COVERED FRAME AVERAGE	*		1940	60.0

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.1607	7000.00	50.00	140.00	N/A	N/A

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	$2,070	$3,500	0	5,570	$0	$5,570
2020	$2,000	$3,500	0	5,500	$0	$5,500
2019	$2,190	$3,500	0	5,690	$0	$5,690
2018	$1,660	$3,500	0	5,160	$0	$5,160
2017	$1,660	$3,500	0	5,160	$0	$5,160
2016	$2,000	$3,500	0	5,500	$0	$5,500
2015	$2,000	$3,500	0	5,500	$0	$5,500
2014	$2,000	$3,500	0	5,500	$0	$5,500
2013	$2,000	$3,500	0	5,500	$0	$5,500
2012	$2,000	$3,500	0	5,500	$0	$5,500
2011	$2,000	$3,500	0	5,500	$0	$5,500
2010	$2,000	$3,500	0	5,500	$0	$5,500
2009	$2,000	$3,500	0	5,500	$0	$5,500
2008	$2,000	$3,500	0	5,500	$0	$5,500

2022 - Values not available

Account

Property ID:	11224	Legal Description:	3RD, BLOCK 3, LOT 26, 27
Geographic ID:	100500326000192	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	314 E ELLA AVE TX	Mapsco:	
Neighborhood:		Map ID:	A1
Neighborhood CD:			

Owner

Name:	LOMAS ANTONIO EST	Owner ID:	11091
Mailing Address:	314 E ELLA AVE KINGSVILLE, TX 78363-4522	% Ownership:	100.0000000000%
		Exemptions:	

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
(=) Market Value:	=	N/A	
(–) Ag or Timber Use Value Reduction:	–	N/A	
(=) Appraised Value:	=	N/A	
(–) HS Cap:	–	N/A	
(=) Assessed Value:	=	N/A	

Owner: LOMAS ANTONIO EST
% Ownership: 100.0000000000%
Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CKI	CITY OF KINGSVILLE	N/A	N/A	N/A	N/A
GKL	KLEBERG COUNTY	N/A	N/A	N/A	N/A

Google Maps 314 E Ella Ave



Map data ©2022 500 ft



314 E Ella Ave

Building

Directions | Save | Nearby | Send to phone | Share

314 E Ella Ave, Kingsville, TX 78363

Photos

CITY OF KINGSVILLE

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

6/1/2022

Antonio Est Lomas
314 E Ella Ave
Kingsville TX, 78363

Re: Legal Description

3RD, Block 3, LOT 26, 27

314 E Ella Kingsville, TX 78363

Dear Sir or Madam:

It has been determined that the structure at 314 E Ella Kingsville, TX 78363 is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.
(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.
(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:
(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.
(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety

and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM RECEIPT THIS LETTER. PLEASE REFER TO THE LOSED PROPERTY CONDITION REPORT REGARDING THE SPECIFIC VIOLATIONS REQUIRING CORRECTIVE ACTION.

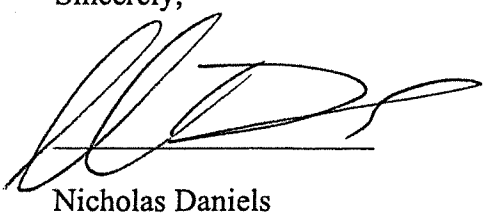
WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a condemnation will be processed through City Commission. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate the condemned structure.

If you need further information or have questions, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,



Nicholas Daniels

Building Official

CITY OF KINGSVILLE

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

08/03/2022

Antonio Est Lomas
314 E Ella Ave
Kingsville TX, 78363

Re: 3Rd 3 26, 27

314 E Ella Kingsville, TX 78363

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Sincerely,

Nicholas Daniels

Building Official

BUILDING DEPARTMENT

CITY OF KINGSVILLE
PHONE: 361-595-8019

CERTIFIED MAIL – RETURN RECEIPT #7021 0950 0000 4793 8234

NOVEMBER 17, 2022

ANTONIO LOMAS EST
314 E ELLA
KINGSVILLE, TX 78363

Re: **HEARING FOR PROPERTY AT 314 E ELLA**

Dear Sir or Madam:

On JUNE 1, 2022, a letter was sent from the City of Kingsville stating that your property located at **314 E ELLA** was a fire hazard or was dangerous to human life or constitutes a hazard to safety or health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment such that the structures located thereon are unsafe and a nuisance. In that letter, you were further advised that you needed to repair or demolish the structures within a certain timeframe. As the timeframe has passed and the unsafe structures on your property have not been repaired or demolished, the structures on your property are being recommended for condemnation before the Kingsville City Commission.

You are hereby cited to appear before the City Commission at a public hearing on **Monday, JANUARY 23, 2022,** at **5:00 p.m**. to show cause why such structures should not be condemned. You may appear in person, by agent or by counsel at the hearing. You will need to submit at the hearing proof of the scope of any work that may be required to comply with city ordinances and the time it will take to reasonably perform the work. The condemnation hearing is set for JANUARY 23, 2022.

The hearing will take place at the Alcorn Commission Chambers located on the first floor of City Hall, 200 E. Kleberg Avenue, Kingsville, Texas, during a regularly scheduled meeting of the City Commission.

If you have any questions about the condemnation process or how to get a building permit to fix the structures, please contact me at (361) 595-8019.

Sincerely,

Nicholas Daniels
Building Official

1602

City of Kin

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KINGSVILLE, TEXAS 78364

RETURNED TO SENDER

VACANT

Antonio Lomas
314 a Ella
Kingsville, TX 78363

US POSTAGE

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1602

City of Kingsville TEXAS

CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

US POSTAGE

Antonio Lomas
314 a Ella
Kingsville, TX 78363

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Kingsville TEXAS

CITY OF KINGSVILLE

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Arturo Lomas
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Kingsville

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Arturo Lomas
314 E Ella
Kingsville TX 78363

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City of Kingsville TEXAS

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Antonio Lomas
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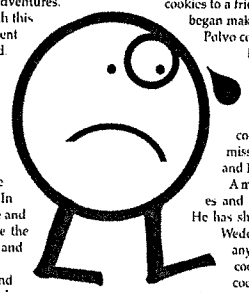
I'm Hungry: how to make Snow Ball Cookies

By Vicki Yarbrough

Life is what you bake it. Joe Longoria proved this motto to be oh so correct. His life is full of change and talents, as well as his cooking adventures.



Baking started as a youth and with this experience he developed different styles and recipes as he matured. Raised in Kingsville, he had his grandmother and mother to learn from. At the age of 13 he started working for our local CC Bakery for Mr. Cavazos and at first he worked at maintenance then was moved into the bakery section and made cookies until he moved on to another industry. In 2002, he was working for Celanese and the company downsized and gave the employees their pension packages and Joe was one of these.

He then moved to Longview and came back every couple of months to visit his parents. Joe would call a local woman and bring tubs of Pan de Polvo back to enjoy and eat with his friends in Longview. They had never tasted the treats, so early on they requested that Joe bring the cookies to a friend's wedding and so it began. Joe began making his own Snow Ball and Pan de Polvo cookies.

Now Joe is semi-retired working part-time as a Boll Weevil technician and promoting the sale of his cookies.

Most of his profits from the cookies go to his local church and missions in the poorest areas of India and Mexico.

A man of many talents, he also preaches and is a talented singer and organist. He has shared his recipe for the Snow Ball Wedding cookies below. If you have any questions or comments about cooking or would like to share your cooking secrets, email me at viva4960 hotmail.com.



Joe Longoria

Snow Ball Cookies

Ingredients

- ☐ 6 Cups White Wing Flour
- ☐ 1 tablespoon vegetable oil (divided)
- ☐ 2 cups of sugar
- ☐ 1 lb Crisco
- ☐ 1 egg
- ☐ 2 cups ground pecans

Set aside and make the cinnamon tea

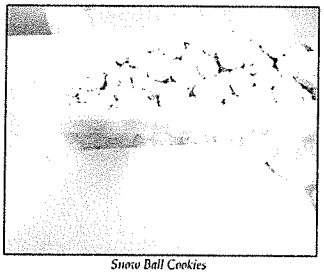
- ☐ 1/2 cup water
- ☐ 1/4 cup sugar
- ☐ 1 cinnamon stick

Boil for a couple of minutes.

Instructions

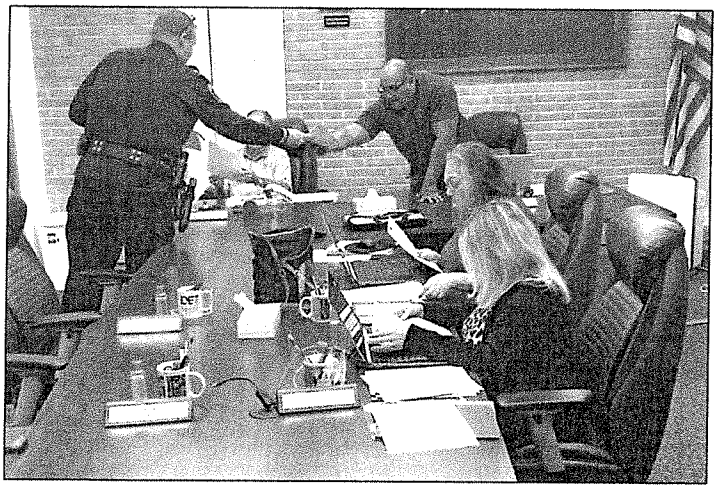
Whip Crisco, add egg continuing mixing then add vanilla mixing until creamed. Combine flour, sugar and pecans separately then add to the crisco mixture. Pour cinnamon tea a little at a time to mixture, combine then roll into small balls and put on baking pans. Bake at 275° for about 30 minutes.

Then roll the balls in a bowl of powdered sugar to cover.



Snow Ball Cookies

Bishop City Council appoints members to Economic Development Corp.



Bishop Police Chief Edward Day presenting information about new police units. (Photo by Ted Figueroa)

By Ted Figueroa
Reporter

During the December meeting of the Bishop City Council, there were no public comments. The City will be changing their health care provider to TML Insurance. Adam Alvarado was appointed to the Economic Development Council to fill place 3 until July 2024. Joe Cassias was also appointed to the Economic Development Council to fill place 7 until July of 2024.

The Commissioners agreed to purchase two new pick trucks and one used pick-up truck for the Bishop Police Departments to replace old police units that have been in service since 2009. The older units may be recycled to other departments as needed.

The financial statements and minutes from the last meeting were approved. Police Chief Edward Day said Blue Santa items will be delivered the week of Christmas. The Commissioners took no action on the consideration of the Police Chief salary and related budget amendments.

PUBLIC NOTICE

The City Commission will meet on Monday January 23, 2022, at 5:00 P.M. The following items are set for public hearing and discussion and / or action: Request to condemn the unsafe structures located at:

314 E. ELLA
406 E. LEE
1108 E. HENRIETTA
1102 E. HENRIETTA

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.
The meeting will be held at City Hall, 400 West King, at the Helen Kleberg Groves Community Room.

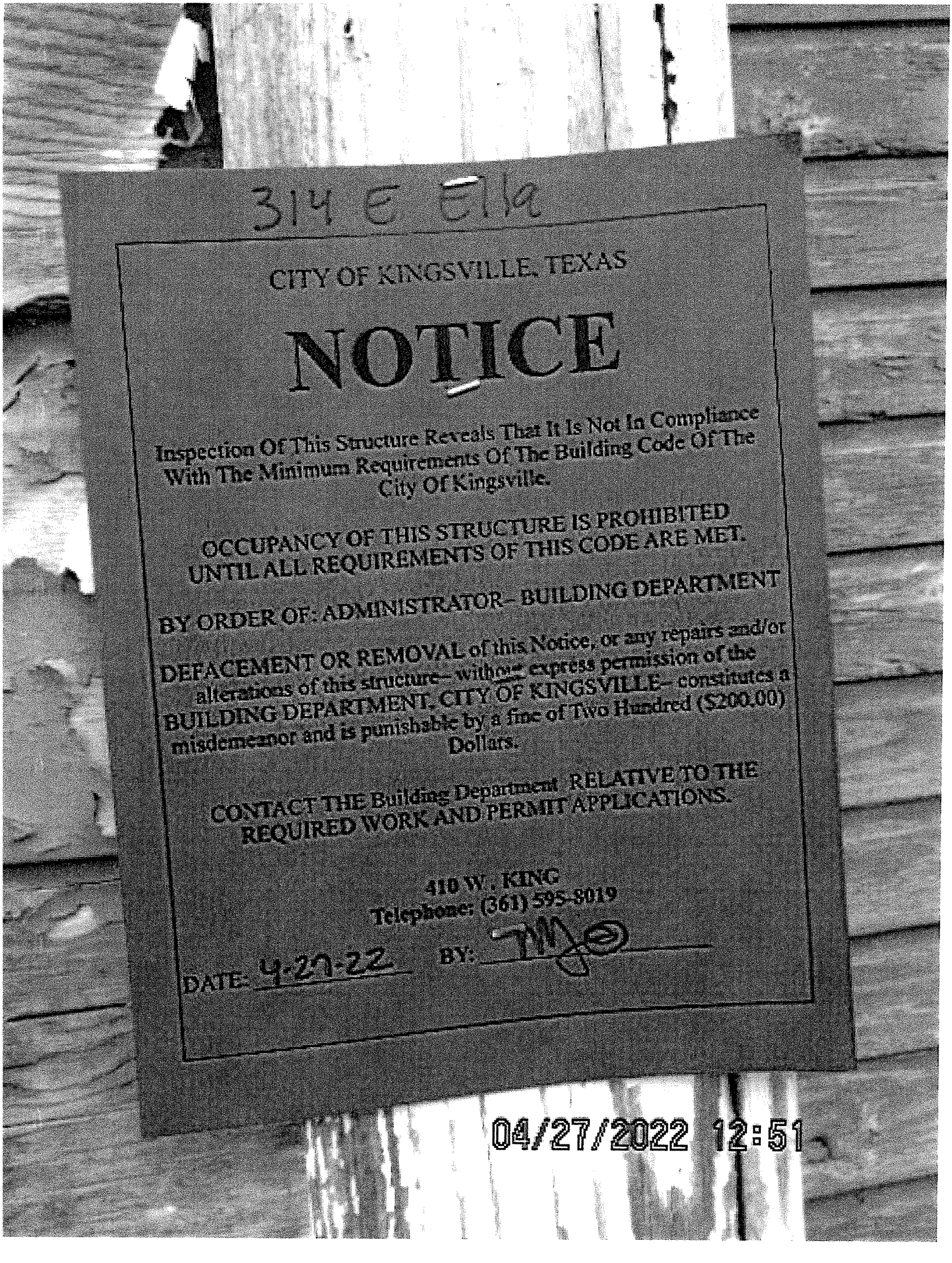
If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

PUBLIC HEARING NOTICE

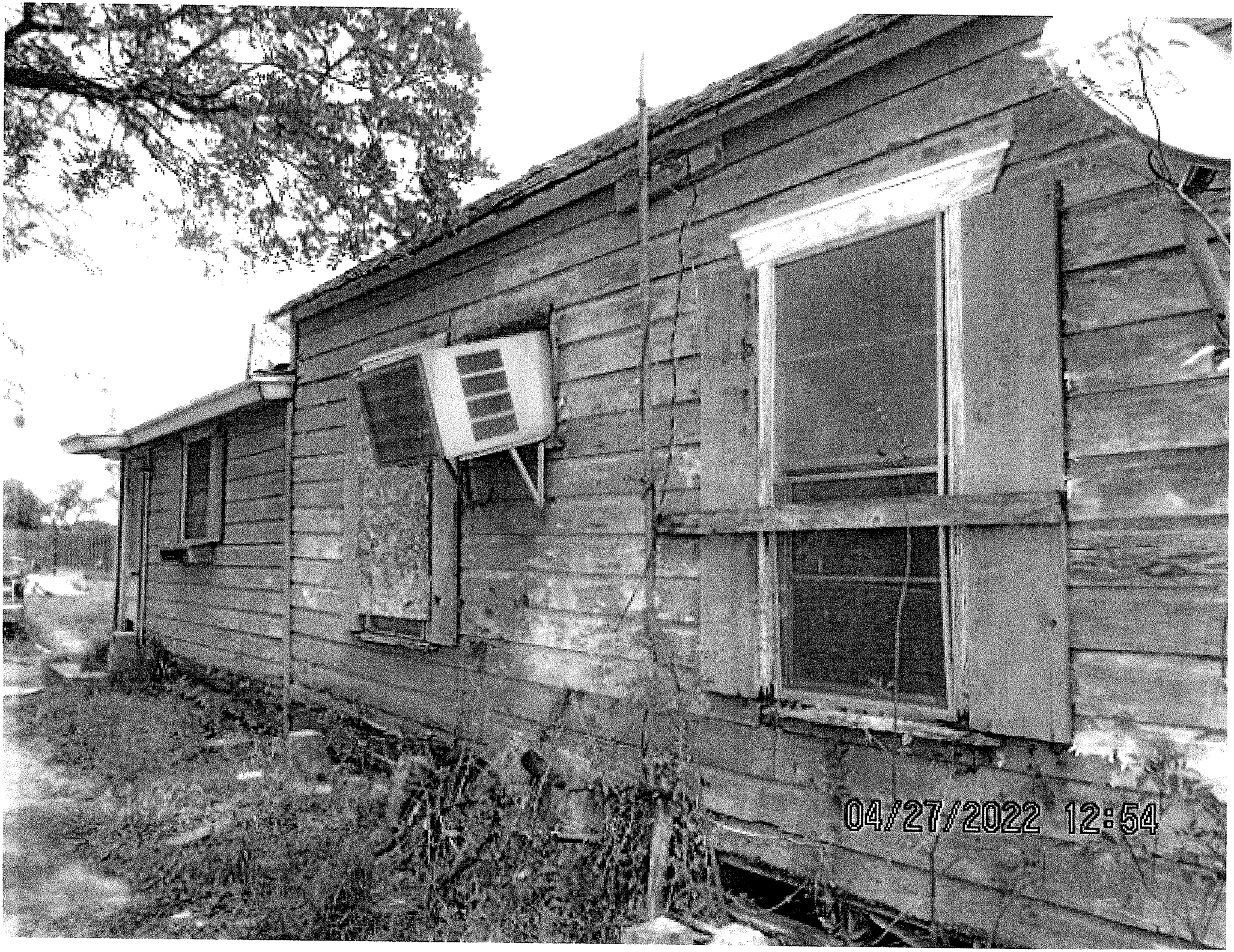
The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, January 4, 2023, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:
Ifeanyi Mbadugha applicant; requesting the re-plat of Ronning 2, Block 3, Lot 1-6 and Lund Addn, Block 7, Lot 1, also known as 1103 to 1115 E King, Kingsville TX 78363.
The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, January 9, 2023, at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard:
Ifeanyi Mbadugha applicant; requesting the re-plat of Ronning 2, Block 3, Lot 1-6 and Lund Addn, Block 7, Lot 1, also known as 1103 to 1115 E King, Kingsville TX 78363.
The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.


314 E Elm
CITY OF KINGSVILLE, TEXAS
NOTICE
Inspection Of This Structure Reveals That It Is Not In Compliance With The Minimum Requirements Of The Building Code Of The City Of Kingsville.
OCCUPANCY OF THIS STRUCTURE IS PROHIBITED UNTIL ALL REQUIREMENTS OF THIS CODE ARE MET.
BY ORDER OF: ADMINISTRATOR– BUILDING DEPARTMENT
DEFACEMENT OR REMOVAL of this Notice, or any repairs and/or alterations of this structure– without express permission of the BUILDING DEPARTMENT, CITY OF KINGSVILLE– constitutes a misdemeanor and is punishable by a fine of Two Hundred ($200.00) Dollars.
CONTACT THE Building Department RELATIVE TO THE REQUIRED WORK AND PERMIT APPLICATIONS.
410 W. KING
Telephone: (361) 595-8019
DATE: 4-20-22
BY:
04/27/2022 12:51


04/27/2022 12:54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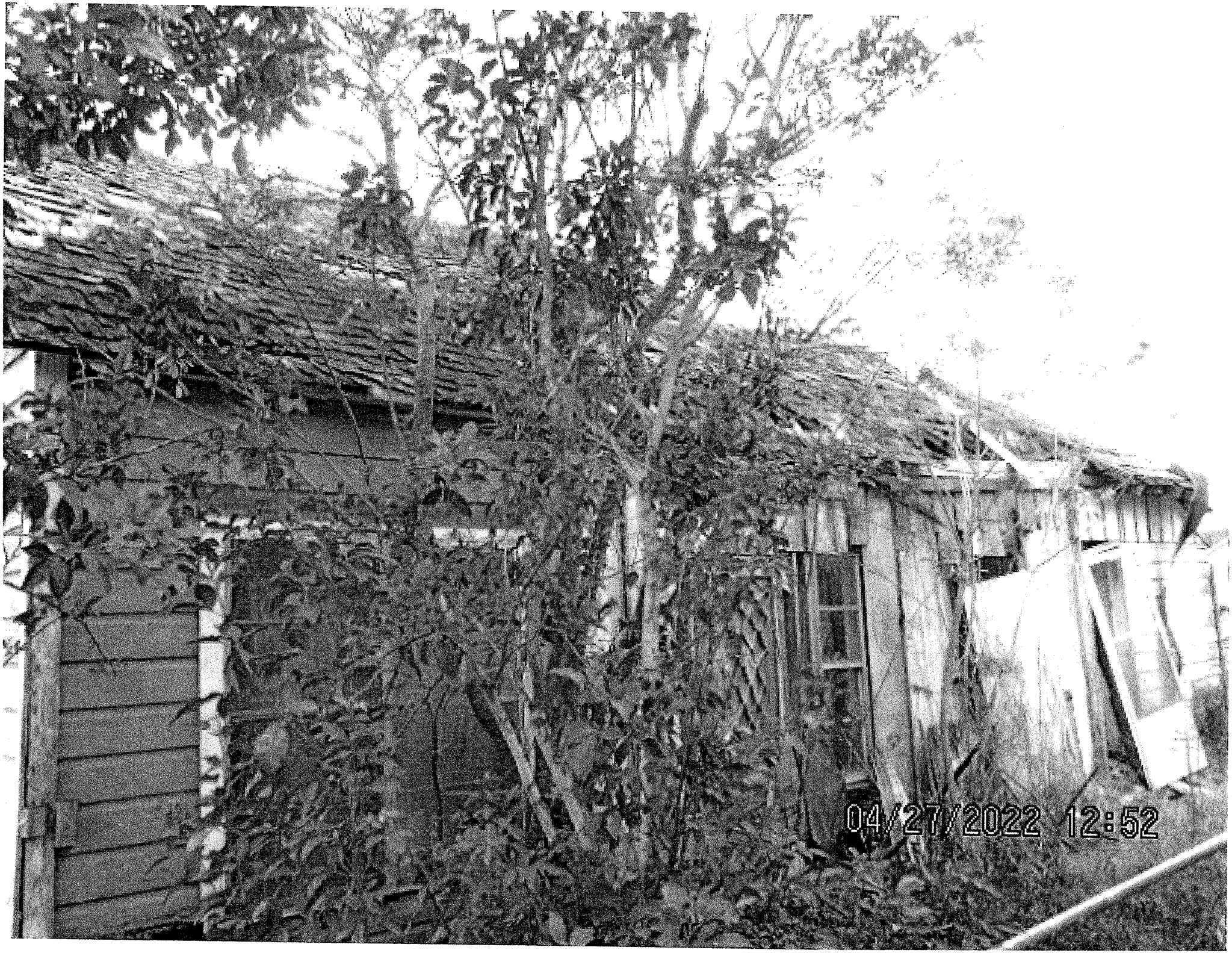
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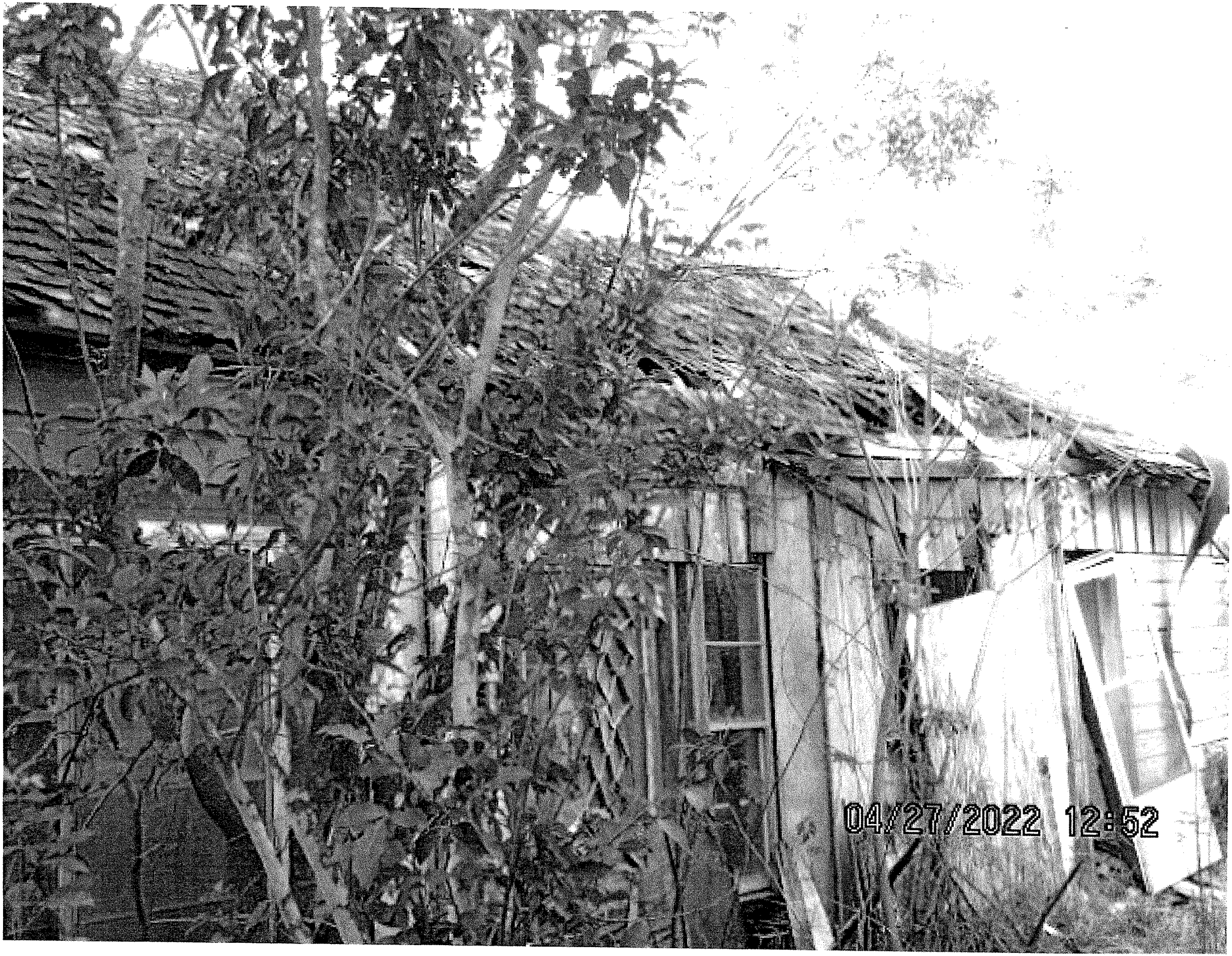
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CITY OF KINGSVILLE, TEXAS

NOTICE

THIS NOTICE IS TO ADVISE PROPERTY OWNERS THAT THE CITY COUNCIL WILL CONSIDER CONDEMNATION

OF 314 E Ella ON:

January 23, 2023

BY ORDER OF: BUILDING OFFICIAL

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CONTACT The Building Department at
410 W KING
Telephone: (361) 595-8019

DATE: 11/18/2022 BY:

11/18/2022 12:16


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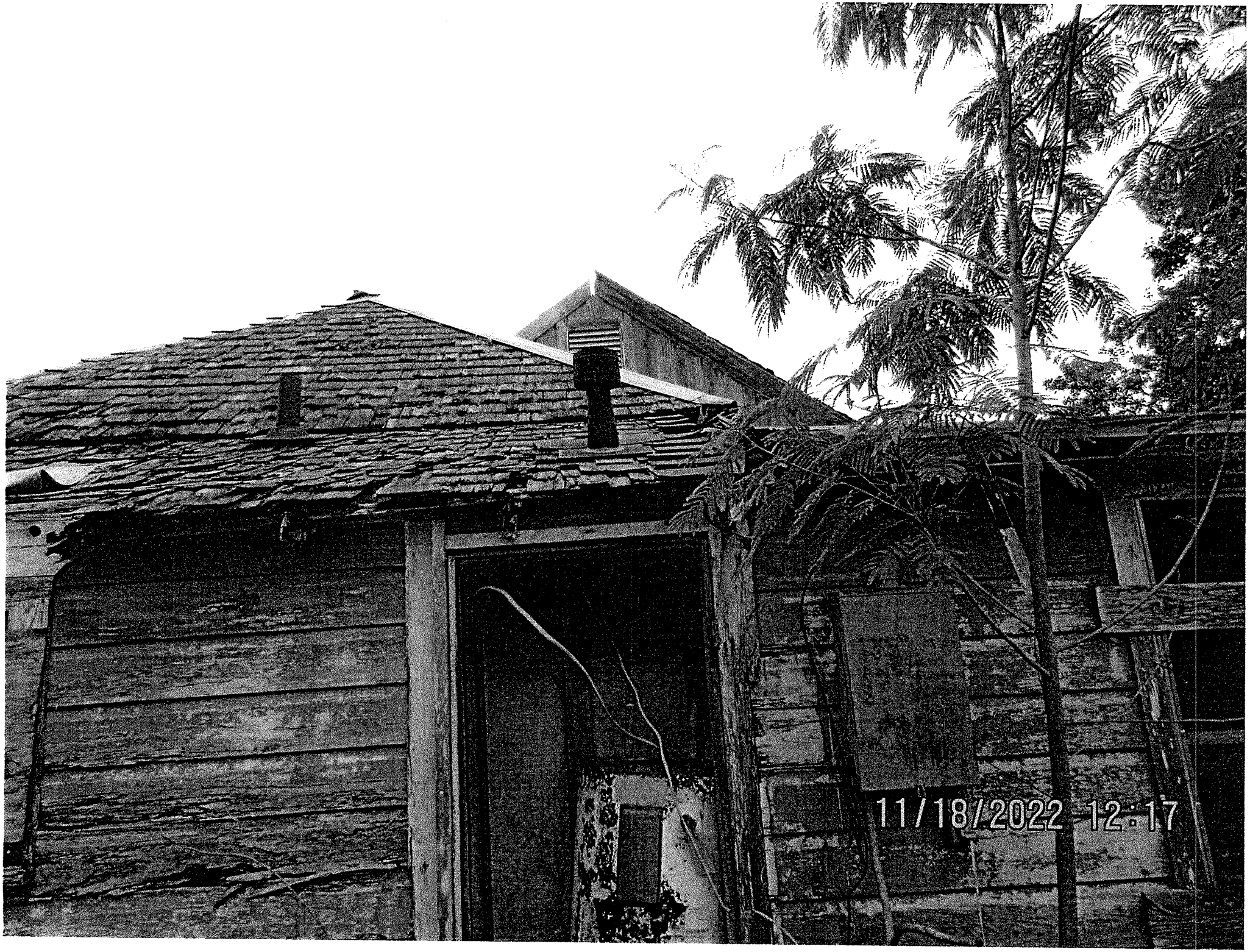
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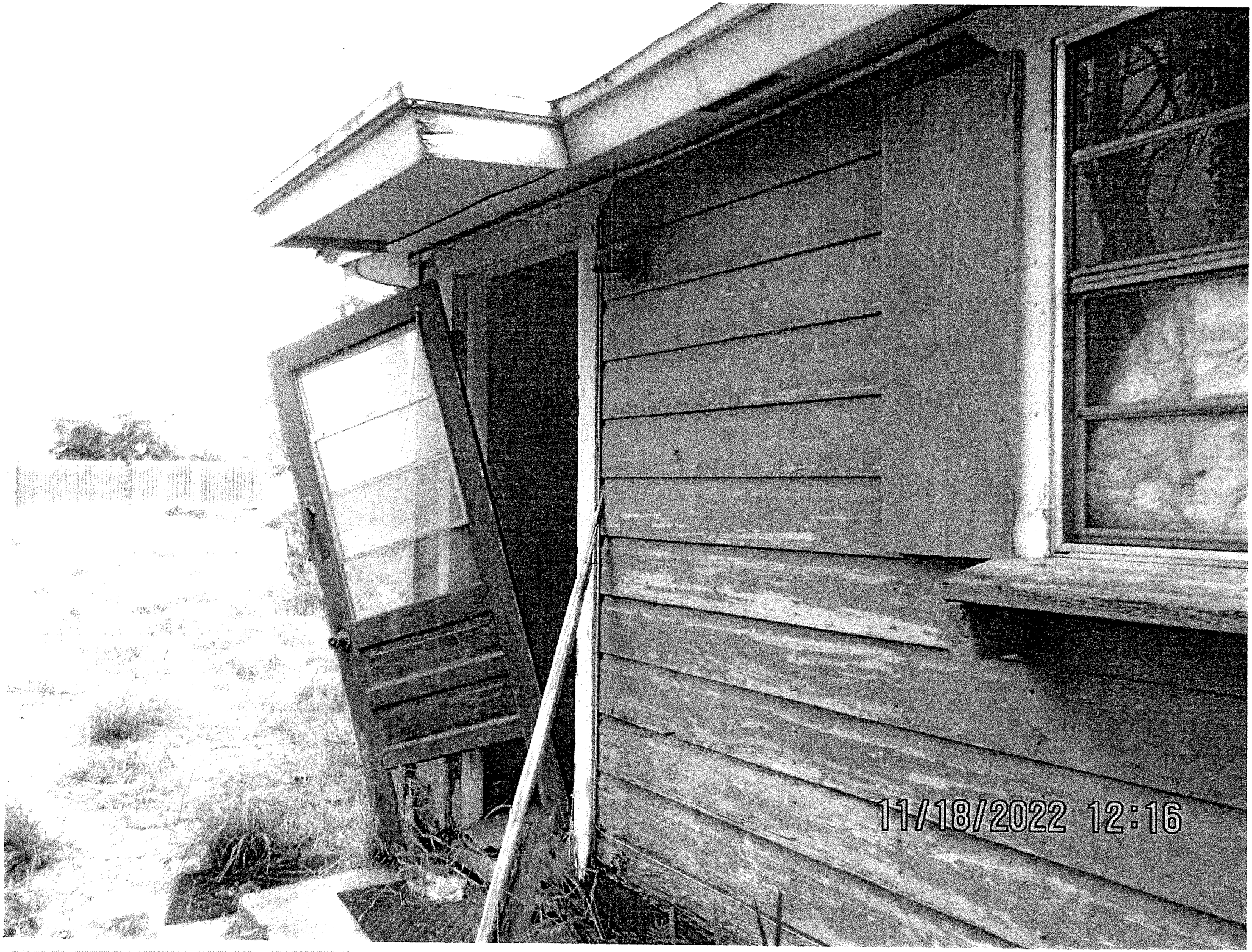
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PUBLIC HEARING #3

City of Kingsville
Planning and Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Kobby Agyekum, Senior Planner/HPO

DATE: January 12, 2023

SUBJECT: Properties for Condemnation

Summary: The Department of Planning and Development Services have isolated four properties for demolition and seeks City Commission's approval for their condemnation and subsequent demolition.

Background: The Code of Ordinances of the City of Kingsville provides for building condemnation if it is uninhabitable in *Section 15-1-165. - Condemned Building or structure; specifications*. The Planning and Development Services department via the Building Official carried out detailed inspections that revealed the unsafe and dilapidated state of the buildings on the properties listed below. Consequently, these buildings have been declared uninhabitable. The relevant owners have been duly notified and nothing has been done to improve or remove the dilapidated structures. Copies of the notifications are attached for review.

Financial Impact: Cost incurred will be billed to owners.

Recommendation: Staff recommends the Following properties to be authorized for demolition:

1. 1108 East Henrietta Avenue, Kingsville Texas 78363
2. 1102 East Henrietta Avenue, Kingsville Texas 78363
3. 406 East Lee Avenue, Kingsville Texas 78363
4. 314 East Ella Avenue, Kingsville Texas 78363

I'm Hungry: how to make Snow Ball Cookies

By Vicki Yarbrough

Life is what you bake it. Joe Longoria proved this motto to be oh so correct. His life is full of change and talents, as well as his cooking adventures.

Baking started as a youth and with this experience he developed different styles and recipes as he matured. Raised in Kingsville, he had his grandmother and mother to learn from. At the age of 13 he started working for our local CC Bakery for Mr. Cavazos and at first he worked at maintenance then was moved into the bakery section and made cookies until he moved on to another industry. In 2002, he was working for Celanese and the company downsized and gave the employees their pension packages and Joe was one of these.

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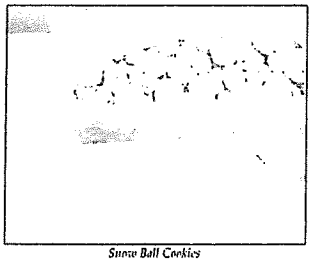
Joe Longoria



Snow Ball Cookies

Snow Ball Cookies

Ingredients

- *6 Cups White Wing Flour*
- *1 tablespoon vegetable oil (divided)*
- *2 cups of sugar*
- *1 lb Crisco*
- *1 egg*
- *2 cups ground pecans*

Set aside and make the cinnamon tea

- *1/2 cup water*
- *1/4 cup sugar*
- *1 cinnamon stick*

Boil for a couple of minutes.

Instructions

Whip Crisco, add egg continuing mixing then add vanilla mixing until creamed. Combine flour, sugar and pecans separately then add to the crisco mixture. Pour cinnamon tea a little at a time to mixture, combine then roll into small balls and put on baking pans. Bake at 275° for about 30 minutes.

Then roll the balls in a bowl of powdered sugar to cover.

Bishop City Council appoints members to Economic Development Corp.



Bishop Police Chief Edward Day presenting information about new police units. (Photo by Ted Figueroa)

By Ted Figueroa
Reporter

During the December meeting of the Bishop City Council, there were no public comments. The City will be changing their health care provider to TML Insurance. Adam Alvarado was appointed to the Economic Development Council to fill place 3 until July 2024. Joe Cassias was also appointed to the Economic Development Council to fill place 7 until July of 2024.

The Commissioners agreed to purchase two new pick trucks and one used pick-up truck for the Bishop Police Departments to replace old police units that have been in service since 2009. The older units may be recycled to other departments as needed.

The financial statements and minutes from the last meeting were approved. Police Chief Edward Day said Blue Santa items will be delivered the week of Christmas. The Commissioners took no action on the consideration of the Police Chief salary and related budget amendments.

PUBLIC NOTICE

The City Commission will meet on Monday January 23, 2022, at 5:00 P.M. The following items are set for public hearing and discussion and / or action: Request to condemn the unsafe structures located at:

314 E. ELLA
406 E. LEE
1108 E. HENRIETTA
1102 E. HENRIETTA

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.
The meeting will be held at City Hall, 400 West King, at the Helen Kleberg Groves Community Room.

If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, January 4, 2023, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:
Ifeanyi Mbadugha applicant; requesting the re-plat of Ronning 2, Block 3, Lot 1-6 and Lund Addn, Block 7, Lot 1, also known as 1103 to 1115 E King, Kingsville TX 78363.
The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, January 9, 2023, at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard:
Ifeanyi Mbadugha applicant; requesting the re-plat of Ronning 2, Block 3, Lot 1-6 and Lund Addn, Block 7, Lot 1, also known as 1103 to 1115 E King, Kingsville TX 78363.
The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

Front/Back Structure

CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS		Initiated By	Building Official
1108 E Henrietta		Manuel Buentello	Nicholas Daniels
LEGAL DESCRIPTION	**BLOCK**	**LOT**	
ESTELLA	BLOCK 2	LOT 29-30	
OWNER NAME	**OWNER'S ADDRESS**	**CITY/STATE/ZIP**	
NUNEZ OLIVIA G EST	1108 E HENRIETTA AVE	KINGSVILLE, TX 78363-4736	

PROPERTY CONDITION REPORT

	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
PICTURES TAKEN:	Y	YES	NO	N/A		
Building						
Condition			X		AB-B-C-D-H-L-OU-OV-NR	12
Yard						
Condition			X		OV	
Utilities						
Electric			X		OU-NR-H-D	
Gas				X		
Water			X		D	
Roof						
Covering			X		D-NR	
Walls						
Exterior			X		B-D-OV-NR	
Interior				X		NO ACCESS
Ceilings				X		
Windows/Doors						
Secured			X		B-NR	
Condition			X		B-NR	
Foundation						
Exterior			X		D-L	
Interior			X		L	
Plumbing				X		
Electrical			X			

REASON CODES:

AB-Abandoned	C-Collapsed	I-Incomplete	MO-Mold	NR-Needs Repair
AS-Asbestos	D-Deteriorated	L-Leaning	OU-Outdated	
B-Broken	H-Hazardous	MI-Missing	OV-Overgrown	

COMMENT CODES:

1. AN ATTRACTIVE NUISANCE TO CHILDREN
2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
4. PARTIAL

BUILDING OFFICIAL COMMENTS: Abandoned building, foundation shows signs of settling. Roof is in a state of disrepair. Building is not secure. Building is overgrown. Roof shows signs of failure. Windows and doors broken

Overall hazardous state — Water & Elec. last 2016

SIGNATURE: _____ DATE: 2-9-22

CITY OF KINGSVILLE BUILDING OFFICIAL

Front/Back Structures

CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS		INSPECTOR
1108 E. Henrietta		Manue Buentello
LEGAL DESCRIPTION	**BLOCK**	**LOT**
ESTELLA	BLOCK 2	LOT 29, 30
OWNER NAME	**OWNER'S ADDRESS**	**CITY/STATE/ZIP**
NUNEZ OLIVIA G EST	1108 E HENRIETTA AVE	KINGSVILLE, TX 78363-4736

PROPERTY CONDITION REPORT

	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
PICTURES TAKEN:	Y	YES	NO	N/A		
Building						
Condition			X		AB,C,D,H	1,2,3
Yard						
Condition			X		OV	3
Utilities						
Electric			X		D,H	
Gas			X			
Water			X		D	
Roof						
Covering			X		D	
Walls						
Exterior			X		D	
Interior			X		D	
Ceilings			X		D	
Windows/Doors						
Secured			X			
Condition			X		D	
Foundation						
Exterior			X		D	
Interior			X			
Plumbing						
Electrical						

REASON CODES:

AB-Abandoned	C-Collapsed	I-Incomplete	MO-Mold	NR-Needs Repair
AS-Asbestos	D-Deteriorated	L-Leaning	OU-Outdated	
B-Broken	H-Hazardous	MI-Missing	OV-Overgrown	

COMMENT CODES:

1. AN ATTRACTIVE NUCIANCE TO CHILDREN
2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
3. NUCIANCE FOR ROACH, RAT, MOUSE, AND OTHER VERMIN INFESTATION
4. PARTIAL
5. UNCOVERED ROOF
6. GRAFFITI

BUILDING INSPECTOR COMMENTS:

During my investigation neighbor expressed concern about a homeless man entering structure to comsume alcohol.

HAS BEEN WITHOUT WATER SINCE 7/27/2016 AND ELECTRICAL SINCE 7/1/2016

SIGNATURE: _____ DATE: 2/8/2022

CITY OF KINGSVILLE BUILDING INSPECTOR

Front/Back Structure

CONDEMNATION CHECKLIST

Property Address: 1108 E Henrietta Phone: _____

Property Owner: Olivia G Nunez Ect Phone: _____

Owner's Address: 1108 E Henrietta Fax: _____
Kingsville TX 78363

PLANNED DATE	ACTUAL DATE	ACTION
☐ 2-08-2022	2-8-2022	1. Identify structure unfit for human habitation.
☐ 2-9-2022	2-9-2022	2. Inspect Property. (Building Official)
		☐ a. Prepare inspection report and date.
		☐ b. Photograph property with date stamp.
☐ 2-9-2022	2-9-2022	3. Determine ownership from county assessment & tax collection record.
☐ 2-9-2022	2-9-2022	4. Obtain legal description.
☐ 2-9-2022	2-9-2022	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
☐ 2-15-2022	2-15-2022	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
☐ 7-19-2022	7-19-2022	7. 2nd Notice Sent. (10 day response) (Optional)
☐ 11-17-2022	11-17-2022	8. If response is not received or is not adequate, proceed as follows:
☐ 11-17-2022	11-17-2022	9. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
		☐ a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
☐ 11-18-2022	11-18-2022	1) Post affidavit in newspaper twice a week for one week
☐ 11-18-2022	11-18-2022	10. Post sign on property advising date the City

Council will consider condemnation of structure.

☐ _____ _____ 11. Within the Historical District. Meeting date to be heard by the Historical Development Board.

☐ 11-18-2022 11-18-2022 12. Photograph posted sign with date stamp.

☐ 12.16.2022 12-16-2022 13. Prepare information packet for each City Council member, plus one each for City Manager, City Attorney & City Secretary consisting of

☐ a. Location Map

☐ b. Photographs of the structure with date stamp

☐ c. Inspection report

☐ d. Pre-condemnation notice

☐ e. Condemnation resolution

☐ _____ _____ 14. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.

☐ _____ _____ 15. City Council adopts condemnation resolution.

☐ _____ _____ 16. File Notice of Condemnation with the County Clerk.

☐ _____ _____ 17. Send owner(s) & other vested interests the following:

☐ a. Copy of the City Council resolution.

☐ b. 45-day order to demolish

☐ _____ _____ 18. Post 45-day Order to Demolish on structure.

☐ a. Take photo with date stamp

☐ _____ _____ 19. Evaluate status of owner's action on 46th day after Order of Demolition was issued. If no action taken by owner, proceed with demolition.

☐ _____ _____ 20. Photograph posted notice with date stamp.

☐ _____ _____ 21. Notify utility companies to disconnect & remove services from structure for safe demolition.

☐ _____ _____ 22. Issue Notice to Proceed to Public Works Director and Demolition Crew.

☐ _____ _____ 23. Prepare demolition cost statement consisting of:

☐ a. Mailing fees

☐ b. Publication fees

☐ c. Demolition costs

☐ d. Landfill tipping fees

☐ e. Filing fees

☐ f. Administrative fees

☐ g. Any documentation miscellaneous costs

☐ _____ _____ 24. Send a letter & cost statement to the Collections Department so they can send out bill. Make copy of documents and send to the City Attorney requesting a lien to be place on the property.

KLEBERG COUNTY APPRAISAL DISTRICT

PROPERTY **15566** R

Legal Description
ESTELLA, BLOCK 2, LOT 29, 30

OWNER ID
54898

OWNERSHIP
100.00%

PROPERTY APPRAISAL INFORMATION 2021

NUNEZ OLIVIA G EST
1108 E HENRIETTA AVE
KINGSVILLE, TX 78363-4736

Entities	
CAD	100%
CKI	100%
GKL	100%
SKI	100%
WST	100%

Values		
IMPROVEMENTS		11,390
LAND MARKET	+	3,500
MARKET VALUE	=	14,890
PRODUCTIVITY LOSS	-	0
APPRAISED VALUE	=	14,890
HS CAP LOSS	-	0
ASSESSED VALUE	=	14,890

Ref ID2: R15566
123000229000192 Map ID B1

ACRES:
EFF. ACRES:

SITUS 1108 E HENRIETTA

APPR VAL METHOD: Cost

GENERAL

UTILITIES	LAST APPR.	CT
TOPOGRAPHY	LAST APPR. YR	2021
ROAD ACCESS	LAST INSP. DATE	03/22/2021
ZONING	NEXT INSP. DATE	
BUILDER		
NEXT REASON		

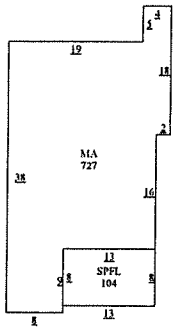
REMARKS: FOR 2021 UPDATE APPRAISAL CHGS AND/OR SCHEDULE CHGS PER SITE INSP - APPR CT 3/22/21 6/9/21 MMG -- FOR 2018 UPDATE APPR CHGS PER SITE INSP BY CT 4/23/18 5/25/18 JO

BUILDING PERMITS

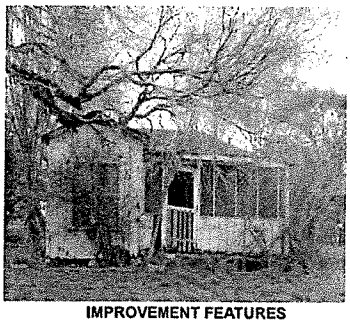
ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL

SALE DT	PRICE	GRANTOR	DEED INFO
04/17/2009		NUNEZ OLIVIA G	DEATH / /
		UNKNOWN	OT / /

SKETCH for Improvement #1 (RESIDENTIAL)



PICTURE



SUBD: S230 100.00% NBHD:

IMPROVEMENT INFORMATION

I#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
	MA	MAIN AREA	R	FF2/	727.0	54.35	1	1940	1972	*	39,510	31%	100%	100%	100%	100%	0.31	12,250
	SPFL	SCREEN PORCH	R	*/	104.0	12.50	1	1940	1972	*	1,300	31%	100%	100%	100%	100%	0.31	400
1.	RESIDENTIAL		STCD:	A1	831.0	Homesite: N					40,810							12,650
																	0.90	11,390

IMPROVEMENT FEATURES

Foundation	1	FD6	0
Exterior Wall	1	EW1	0
Interior Finish	1	IN1	0
Roof Style	RT1,RT2,RM1		0
Flooring	1	FL2	0
Heating/Cooling	1	HA5	0
Plumbing	1	1	0
			0

SUBD: S230 100.00% NBHD:

LAND INFORMATION

IRR Wells: 0 Capacity: 0 IRR Acres: 0 Oil Wells: 0

L#	DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE
1.	A1		FF70D140	A1	N	FF	50X140	70.00	3,500	1.00	1.00	A	3,500	NO			0.00	0
Comment: F: 50 R: 50 D: 140 FF																		
													3,500					0

Effective Date of Appraisal: January 1 Date Printed: 02/14/2022 05:00:14PM by VICKI

KLEBERG COUNTY APPRAISAL DISTRICT

PROPERTY **15566** R

Legal Description
ESTELLA, BLOCK 2, LOT 29, 30

OWNER ID
54898

OWNERSHIP
100.00%

PROPERTY APPRAISAL INFORMATION 2021

NUNEZ OLIVIA G EST
1108 E HENRIETTA AVE
KINGSVILLE, TX 78363-4736

Entities	
CAD	100%
CKI	100%
GKL	100%
SKI	100%
WST	100%

Values		
IMPROVEMENTS		11,390
LAND MARKET	+	3,500
MARKET VALUE	=	14,890
PRODUCTIVITY LOSS	-	0
APPRAISED VALUE	=	14,890
HS CAP LOSS	-	0
ASSESSED VALUE	=	14,890

Ref ID2: R15566
123000229000192 Map ID B1

ACRES:
EFF. ACRES:

SITUS 1108 E HENRIETTA

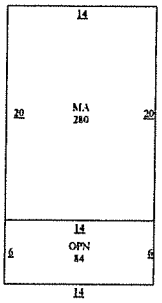
APPR VAL METHOD: Cost

GENERAL

UTILITIES	LAST APPR.	CT
TOPOGRAPHY	LAST APPR. YR	2021
ROAD ACCESS	LAST INSP. DATE	03/22/2021
ZONING	NEXT INSP. DATE	
BUILDER		
NEXT REASON		

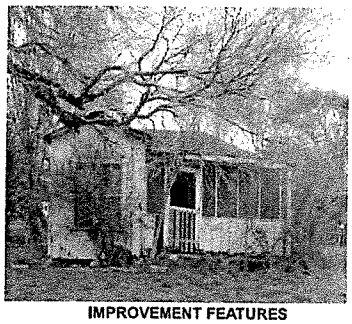
REMARKS: FOR 2021 UPDATE APPRAISAL CHGS AND/OR SCHEDULE CHGS PER SITE INSP - APPR CT 3/22/21 6/9/21 MMG -- FOR 2018 UPDATE APPR CHGS PER SITE INSP BY CT 4/23/18 5/25/18 JO

SKETCH for Improvement #2 (RESIDENTIAL)



EXEMPTIONS

PICTURE



BUILDING PERMITS

ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL

SALE DT	PRICE	GRANTOR	DEED INFO
04/17/2009		NUNEZ OLIVIA G	DEATH / /
		UNKNOWN	OT / /

SUBD: S230 100.00% NBHD:

IMPROVEMENT INFORMATION

I#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
	MA	MAIN AREA	R	FF1/	280.0	56.89	1	0	1971	*		31%	0.01%	100%	100%	100%	0.00	0
	OPN	OPEN PORCH (	R	*/	84.0	0.00	1	0	1971	*		45%	0.01%	100%	100%	100%	0.00	0
2.	RESIDENTIAL		STCD:	A1	364.0	Homesite: N					0	(Flat Values)					0.90	0

IMPROVEMENT FEATURES

SUBD: S230 100.00% NBHD:

LAND INFORMATION

IRR Wells: 0 Capacity: 0 IRR Acres: 0 Oil Wells: 0

L#	DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE

Effective Date of Appraisal: January 1 Date Printed: 02/14/2022 05:00:14PM by VICKI

Prop ID	Owner	%	Legal Description			Values		
30557	68205	100.00 R	**Geo: 123000217002192**	Effective Acres: 0.000000	Imp HS:	0	Market:	1,750
GARZA JOHN ANTHONY			ESTELLA, BLOCK 2, LOT 19		Imp NHS:	0	Prod Loss:	0
627 W AVE B					Land HS:	0	Appraised:	1,750
KINGSVILLE, TX 78363				Acres:	0.0000 Land NHS:	1,750	Cap:	0
			State Codes: C1	Map ID:	B1 Prod Use:	0	Assessed:	1,750
			Situs: 1130 E HENRIETTA	Mtg Cd:	Prod Mkt:	0 Exemptions:		
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			1,750	0	1,750	0.852080	14.91

30556	68205	100.00 R	**Geo: 123000218000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	1,750
GARZA JOHN ANTHONY			ESTELLA, BLOCK 2, LOT 18		Imp NHS:	0	Prod Loss:	0
627 W AVE B					Land HS:	0	Appraised:	1,750
KINGSVILLE, TX 78363				Acres:	0.0000 Land NHS:	1,750	Cap:	0
			State Codes: C1	Map ID:	B1 Prod Use:	0	Assessed:	1,750
			Situs: 1130 E HENRIETTA	Mtg Cd:	Prod Mkt:	0 Exemptions:		
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			1,750	0	1,750	0.852080	14.91

20073	11729	100.00 R	**Geo: 123000220000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	3,500
YBARRA GUADALUPE G			ESTELLA, BLOCK 2, LOT 20, 21		Imp NHS:	0	Prod Loss:	0
PO BOX 925752					Land HS:	0	Appraised:	3,500
HOUSTON, TX 77292-5752				Acres:	0.0000 Land NHS:	3,500	Cap:	0
			State Codes: C1	Map ID:	B1 Prod Use:	0	Assessed:	3,500
			Situs: 1126 E HENRIETTA	Mtg Cd:	Prod Mkt:	0 Exemptions:		
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			3,500	0	3,500	0.852080	29.82

20859	67669	100.00 R	**Geo: 123000222000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	38,420
ROSAS GRACIELA FIGUEROA			ESTELLA, BLOCK 2, LOT 22-24		Imp NHS:	33,170	Prod Loss:	0
103 WARWICK GLENN					Land HS:	0	Appraised:	38,420
VICTORIA, TX 77904				Acres:	0.0000 Land NHS:	5,250	Cap:	0
			State Codes: A	Map ID:	B1 Prod Use:	0	Assessed:	38,420
			Situs: 1122 E HENRIETTA	Mtg Cd:	Prod Mkt:	0 Exemptions:		
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			38,420	0	38,420	0.852080	327.37

13991	13768	100.00 R	**Geo: 123000225000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	31,520
FLORES TERESA F			ESTELLA, BLOCK 2, LOT 25, 26		Imp NHS:	28,020	Prod Loss:	0
1112 E HENRIETTA					Land HS:	0	Appraised:	31,520
KINGSVILLE, TX 78363				Acres:	0.0000 Land NHS:	3,500	Cap:	0
			State Codes: A	Map ID:	B1 Prod Use:	0	Assessed:	31,520
			Situs: 1114 E HENRIETTA	Mtg Cd:	Prod Mkt:	0 Exemptions:		
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			31,520	0	31,520	0.852080	268.58

14777	53063	100.00 R	**Geo: 123000227000192**	Effective Acres: 0.000000	Imp HS:	63,920	Market:	67,420
FLORES TERESA F			ESTELLA, BLOCK 2, LOT 27, 28		Imp NHS:	0	Prod Loss:	0
ETVIR JUAN					Land HS:	3,500	Appraised:	67,420
1112 E HENRIETTA				Acres:	0.0000 Land NHS:	0	Cap:	4,801
KINGSVILLE, TX 78363			State Codes: A	Map ID:	B1 Prod Use:	0	Assessed:	62,619
			Situs: 1112 E HENRIETTA TX	Mtg Cd:	Prod Mkt:	0 Exemptions:		HS, OV65
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			62,619	8,400	54,219	0.852080	461.99

15566	54898	100.00 R	**Geo: 123000229000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	14,890
NUNEZ OLIVIA G EST			ESTELLA, BLOCK 2, LOT 29, 30		Imp NHS:	11,390	Prod Loss:	0
1108 E HENRIETTA AVE					Land HS:	0	Appraised:	14,890
KINGSVILLE, TX 78363-4736				Acres:	0.0000 Land NHS:	3,500	Cap:	0
			State Codes: A	Map ID:	B1 Prod Use:	0	Assessed:	14,890
			Situs: 1108 E HENRIETTA	Mtg Cd:	Prod Mkt:	0 Exemptions:		
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			14,890	0	14,890	0.852080	126.87

DELINQUENT TAX STATEMENT SUMMARY

MARIA VICTORIA VALADEZ
KLEBERG COUNTY TAX-ASSESSOR COLLECTOR
PO BOX 1457
KINGSVILLE, TEXAS 78364
361-595-8542

Certified Owner:
NUNEZ OLIVIA G EST
1108 E HENRIETTA AVE
KINGSVILLE, TX 78363-4736

Legal Description:
ESTELLA, BLOCK 2, LOT 29, 30

Account No: 123000229000192
As of Date: 02/14/2022

2021 Value: $14,890
Appr. Dist. No.: 15566

Legal Acres: .1607
Parcel Address: 1108 E HENRIETTA
Print Date: 02/14/2022 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY February 28, 2022 Penalty Interest	Total	IF PAID BY March 31, 2022 Penalty Interest	Total	IF PAID BY May 2, 2022 Penalty Interest	Total
2016	137 900 901 905	$236.63	$254.62	$491.25	$257.46	$494.09	$260.30	$496.93
2017	137 900 901 905	$234.35	$218.41	$452.76	$221.23	$455.58	$224.04	$458.39
2018	137 900 901 905	$233.55	$184.04	$417.59	$186.86	$420.41	$189.64	$423.19
2019	137 900 901 905	$307.65	$198.12	$505.77	$201.84	$509.49	$205.51	$513.16
2020	137 900 901 905	$287.03	$143.52	$430.55	$146.96	$433.99	$150.40	$437.43
2021	137 900 901 905	$478.44	$33.50	$511.94	$43.05	$521.49	$52.63	$531.07
TOTAL AMOUNT DUE:				$2,809.86		$2,835.05		$2,860.17

Tax Unit Codes:
137 KLEBERG COUNTY 900 CITY OF KINGSVILLE 901 KINGSVILLE ISD 905 SOUTH TX WATER AUTH

IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE TAX COLLECTOR FOR REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR FOR THE PAYMENT OF THESE TAXES.*

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT

Print Date: 02/14/2022

31.1.46

Appr. Dist. No.: 15566

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE PAYABLE TO:
MARIA VICTORIA VALADEZ
KLEBERG COUNTY TAX-ASSESSOR COLLECTOR
PO BOX 1457
KINGSVILLE, TEXAS 78364

123000229000192

If Paid By	Amount Due
February 28, 2022	$2,809.86
March 31, 2022	$2,835.05
May 2, 2022	$2,860.17
Amount Paid:	$_____

123000229000192

NUNEZ OLIVIA G EST
1108 E HENRIETTA AVE
KINGSVILLE, TX 78363-4736

ID811-LRKC

DELINQUENT TAX STATEMENT SUMMARY

MARIA VICTORIA VALADEZ
KLEBERG COUNTY TAX-ASSESSOR COLLECTOR
PO BOX 1457
KINGSVILLE, TEXAS 78364
361-595-8542

Certified Owner:

NUNEZ OLIVIA G EST
1108 E HENRIETTA AVE
KINGSVILLE, TX 78363-4736

Legal Description:

ESTELLA, BLOCK 2, LOT 29, 30

Account No: 123000229000192

2021 Value: $14,890
Appr. Dist. No.: 15566

Legal Acres: .1607
Parcel Address: 1108 E HENRIETTA

As of Date: 02/14/2022

Print Date: 02/14/2022 **Printed By:** JLARA

Year	Tax Units	Remaining Levy	IF PAID BY February 28, 2022 Penalty Interest	Total	IF PAID BY March 31, 2022 Penalty Interest	Total	IF PAID BY May 2, 2022 Penalty Interest	Total
2016	137 900 901 905	$236.63	$254.62	$491.25	$257.46	$494.09	$260.30	$496.93
2017	137 900 901 905	$234.35	$218.41	$452.76	$221.23	$455.58	$224.04	$458.39
2018	137 900 901 905	$233.55	$184.04	$417.59	$186.86	$420.41	$189.64	$423.19
2019	137 900 901 905	$307.65	$198.12	$505.77	$201.84	$509.49	$205.51	$513.16
2020	137 900 901 905	$287.03	$143.52	$430.55	$146.96	$433.99	$150.40	$437.43
2021	137 900 901 905	$478.44	$33.50	$511.94	$43.05	$521.49	$52.63	$531.07
TOTAL AMOUNT DUE:				$2,809.86		$2,835.05		$2,860.17

Tax Unit Codes:

137 KLEBERG COUNTY 900 CITY OF KINGSVILLE 901 KINGSVILLE ISD 905 SOUTH TX WATER AUTH

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Print Date: 02/14/2022

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MARIA VICTORIA VALADEZ
KLEBERG COUNTY TAX-ASSESSOR COLLECTOR
PO BOX 1457
KINGSVILLE, TEXAS 78364

1230002290001 92

If Paid By	Amount Due
February 28, 2022	$2,809.86
March 31, 2022	$2,835.05
May 2, 2022	$2,860.17
Amount Paid:	$_____.

123000229000192

NUNEZ OLIVIA G EST
1108 E HENRIETTA AVE
KINGSVILLE, TX 78363-4736

ID811-LRKC

Kleberg CAD

Property Search Results > 15566 NUNEZ OLIVIA G EST for Year 2021 Tax Year: 2021

Property

Account

Property ID:	15566	Legal Description:	ESTELLA, BLOCK 2, LOT 29, 30
Geographic ID:	123000229000192	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	1108 E HENRIETTA	Mapsco:	
Neighborhood:		Map ID:	B1
Neighborhood CD:			

Owner

Name:	NUNEZ OLIVIA G EST	Owner ID:	54898
Mailing Address:	1108 E HENRIETTA AVE KINGSVILLE, TX 78363-4736	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$11,390	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$3,500	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$14,890	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$14,890	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$14,890	

Taxing Jurisdiction

Owner: NUNEZ OLIVIA G EST
% Ownership: 100.0000000000%
Total Value: $14,890

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	$14,890	$14,890	$0.00
CKI	CITY OF KINGSVILLE	0.840000	$14,890	$14,890	$125.08
GKL	KLEBERG COUNTY	0.771870	$14,890	$14,890	$114.93

SKI	KINGSVILLE I.S.D.	1.518900	$14,890		$14,890	$226.17
WST	SOUTH TEXAS WATER AUTHORITY	0.082426	$14,890		$14,890	$12.27
	Total Tax Rate:	3.213196				
				Taxes w/Current Exemptions:		$478.45
				Taxes w/o Exemptions:		$478.45

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 727.0 sqft **Value:** $11,390

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF2	EW1	1940	727.0
SPFL	SCREEN PORCH FRAME LOW	*		1940	104.0

Improvement #2: RESIDENTIAL **State Code:** A1 **Living Area:** 280.0 sqft **Value:** $0

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF1		0	280.0
OPN	OPEN PORCH (NO VALUE)	*		0	84.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.1607	7000.00	50.00	140.00	$3,500	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	$11,390	$3,500	0	14,890	$0	$14,890
2020	$5,350	$3,500	0	8,850	$0	$8,850
2019	$6,030	$3,500	0	9,530	$0	$9,530
2018	$3,760	$3,500	0	7,260	$0	$7,260
2017	$3,730	$3,500	0	7,230	$0	$7,230
2016	$3,730	$3,500	0	7,230	$0	$7,230
2015	$3,730	$3,500	0	7,230	$0	$7,230
2014	$3,730	$3,500	0	7,230	$0	$7,230
2013	$3,730	$3,500	0	7,230	$0	$7,230
2012	$3,730	$3,500	0	7,230	$0	$7,230
2011	$3,730	$3,500	0	7,230	$0	$7,230
2010	$3,730	$3,500	0	7,230	$0	$7,230
2009	$3,730	$3,500	0	7,230	$0	$7,230
2008	$7,450	$3,500	0	10,950	$0	$10,950

Deed History - (Last 5 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/17/2009	DEATH	DEATH - ADD EST TO OWNERSHIP	NUNEZ OLIVIA G	NUNEZ OLIVIA G EST			
2		OT	Other	UNKNOWN	NUNEZ OLIVIA G			

Tax Due

Property Tax Information as of 02/14/2022

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (561) 595-5775

Website version: 1.2.2.15 Database last updated on: 2/13/2022 8:17 PM © N. Harris Computer Corporation

Google Maps 1108 E Henrietta Ave

CITY OF KINGSVILLE

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

FEBUARY 15, 2022

Olivia G Nunez Est
1108 E Henrietta Ave
Kingsville TX, 78363

Re: Estella, Block 2 Lot 29, 30 1108 E HENRIETTA KINGSVILLE, TX 78363 FRONT AND BACK STRUCTURES

Dear Sir or Madam:

It has been determined that the structure at **1108 E Henrietta Kingsville, TX 78363** is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.
(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.
(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:
(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.
(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM RECEIPT THIS LETTER. PLEASE REFER TO THE LOSED PROPERTY CONDITION REPORT REGARDING THE SPECIFIC VIOLATIONS REQUIRING CORRECTIVE ACTION.

WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a condemnation will be processed through City Commission. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate the condemned structure.

If you need further information or have questions, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,

Nicholas Daniels

Building Official

CITY OF KINGSVILLE

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

7/19/2022

SECOND NOTICE

Olivia G Nunez Est
1108 E Henrietta Ave
Kingsville TX, 78363

Re: Estella Block 2 Lot 29, 30

1108 E Henrietta Kingsville, TX 78363

Dear Sir or Madam:

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Sincerely,

Nicholas Daniels

Building Official

BUILDING DEPARTMENT

CITY OF KINGSVILLE
PHONE: 361-595-8019

CERTIFIED MAIL – RETURN RECEIPT #7021 0950 0000 4793 8210

NOVEMBER 17, 2022

OLIVIA G NUNEZ EST
1108 E HENRIETTA
KINGSVILLE, TX 78363

Re: **HEARING FOR PROPERTY AT 1108 E HENRIETTA**

Dear Sir or Madam:

On February 15, 2022, a letter was sent from the City of Kingsville stating that your property located at **1108 E HENRIETTA** was a fire hazard or was dangerous to human life or constitutes a hazard to safety or health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment such that the structures located thereon are unsafe and a nuisance. In that letter, you were further advised that you needed to repair or demolish the structures within a certain timeframe. As the timeframe has passed and the unsafe structures on your property have not been repaired or demolished, the structures on your property are being recommended for condemnation before the Kingsville City Commission.

You are hereby cited to appear before the City Commission at a public hearing on **Monday, JANUARY 23, 2022,** at **5:00 p.m**. to show cause why such structures should not be condemned. You may appear in person, by agent or by counsel at the hearing. You will need to submit at the hearing proof of the scope of any work that may be required to comply with city ordinances and the time it will take to reasonably perform the work. The condemnation hearing is set for JANUARY 23, 2022.

The hearing will take place at the Alcorn Commission Chambers located on the first floor of City Hall, 200 E. Kleberg Avenue, Kingsville, Texas, during a regularly scheduled meeting of the City Commission.

If you have any questions about the condemnation process or how to get a building permit to fix the structures, please contact me at (361) 595-8019.

Sincerely,

Nicholas Daniels
Building Official

140.2

Kingsville TEXAS

CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

Olivia G. Nunez est
1108 E Henrietta
Kingsville, Tx 78363

NIXIE 782 DE 1 0002/25/22

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

VAC BC: 78364145858 *1310-07642-18-43

78364-1458
7836394736 0007

140.2

Kingsville TEXAS

7018 1830 0000 9352 6720

TEXAS 78364

VAC
2-22-22
3-8-22
3-18-22

Olivia G. Nunez est
1108 E Henrietta
Kingsville, Tx 78363

UNC

7836394736 0007

160.2

CERTIFIED MAIL®

King's

7021 0950 0000 4793 8135

SVILLE, TEXAS 78364

VAC
7.27.22

8-16
8-25

Olivia G Nunez
1108 E Henrietta
78362

NIXIE 782 CC 1 0108/31/22

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UN

MANUAL PROC REQ *2193-04272-31-08

56998>9999

Olivia G Nunez
1108 E Henrietta
78362

NIXIE 782 DE 1 0007/29/22

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

VAC BC: 78364145858 *1310-07499-25-40

78364>1458

Kingsville TEXAS

CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

1102

City of Kingsville TEXAS

7021 0950 0000 4793 8210

TEXAS 78364

11.21.22

FIRST-CLASS

US POSTAGE PITNEY BOWES

ZIP 78363
02 7H
0006055151

$ 007.82⁰

NOV 18 2022

Olivia G Nunez
1108 E Henrietta
Kingsville TX 78363

NIXIE 782 CE 1 0111/26/22

RETURN TO SENDER
VACANT
UNABLE TO FORWARD

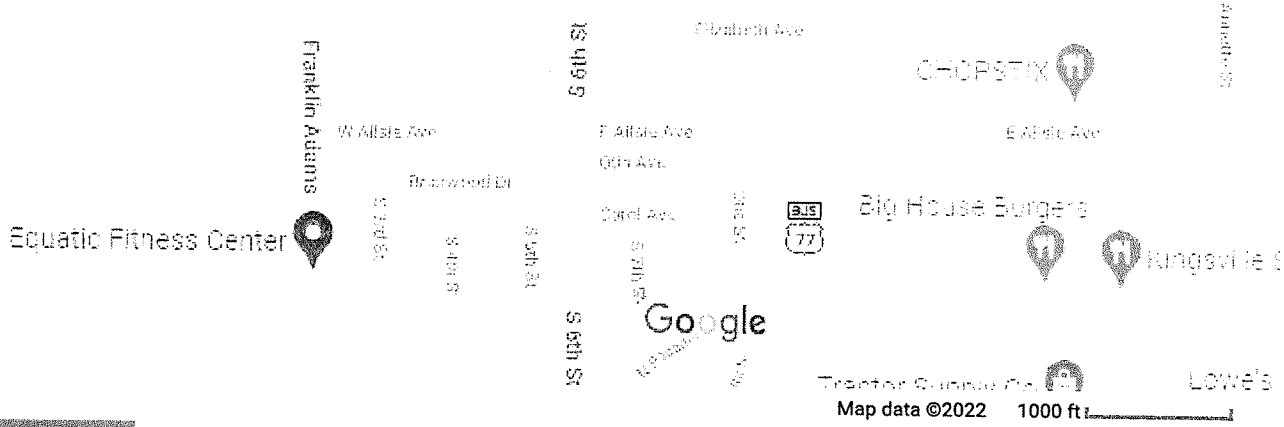
VAC

78363384736 C007

BC: 78364 *1310-11328-18-42



Javelina Stadium
Texas A&M University - Kingsville
Dollar General
Boat N Net Drive In
El Tapatio Mexican
El Dorado
W Santa Gertrudis St
Legends at Kingsville
W Santa Gertrudis St
E Santa Gertrudis St
El Pastel Bakery
King Ranch Museum
King Ranch Saddle Shop
H-E-B
Pizza Parlor
Dairy Queen
Mopac Field
Spice Station Indian Cuisine
Whataburger
Memorial Middle School
Rolling W Mobile Home Ranch and RV Park
Taco Bell
W Caesar Ave
St Gertrude the Great Catholic Church
Chamberlain Cemetery
Fernandez Tires & Service
Brahma Blvd





1108 E Henrietta Ave

Building

Directions | Save | Nearby | Send to your phone | Share

1108 E Henrietta Ave, Kingsville, TX 78363

Photos

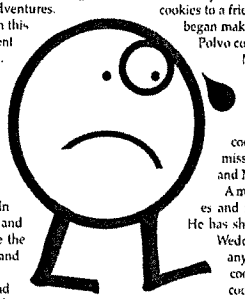
I'm Hungry: how to make Snow Ball Cookies

By Vicki Yarbrough

Life is what you bake it. Joe Longoria proved this motto to be oh so correct. His life is full of change and talents, as well as his cooking adventures.

Baking started as a youth and with this experience he developed different styles and recipes as he matured. Raised in Kingsville, he had his grandmother and mother to learn from. At the age of 13 he started working for our local CC Bakery for Mr. Cavazos and at first he worked at maintenance then was moved into the bakery section and made cookies until he moved on to another industry. In 2002, he was working for Celanese and the company downsized and gave the employees their pension packages and Joe was one of these.

He then moved to Longview and came back every couple of months to visit his parents. Joe would call a local woman and bring tubs of Pan de Polvo back to enjoy and eat with his friends in Longview. They had never tasted the treats, so early on they requested that Joe bring the cookies to a friend's wedding and so it began. Joe began making his own Snow Ball and Pan de Polvo cookies.



Now Joe is semi-retired working part-time as a Boll Weevil technician and promoting the sale of his cookies.

Most of his profits from the cookies go to his local church and missions in the poorest areas of India and Mexico.

A man of many talents, he also preaches and is a talented singer and organist. He has shared his recipe for the Snow Ball Wedding cookies below. If you have any questions or comments about cooking or would like to share your cooking secrets, email me at viva49@hotmail.com.



Joe Longoria

Snow Ball Cookies

Ingredients

- ☐ *6 Cups White Wing Flour*
- ☐ *1 tablespoon vegetable oil (divided)*
- ☐ *2 cups of sugar*
- ☐ *1 lb Crisco*
- ☐ *1 egg*
- ☐ *2 cups ground pecans*

Set aside and make the cinnamon tea

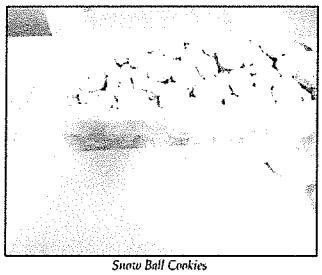
- ☐ *1/2 cup water*
- ☐ *1/4 cup sugar*
- ☐ *1 cinnamon stick*

Boil for a couple of minutes.

Instructions

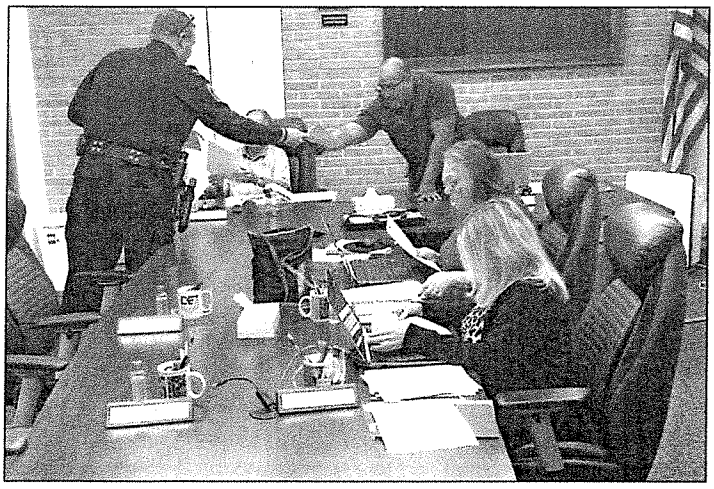
Whip Crisco, add egg continuing mixing then add vanilla mixing until creamed. Combine flour, sugar and pecans separately then add to the crisco mixture. Pour cinnamon tea a little at a time to mixture, combine then roll into small balls and put on baking pans. Bake at 275° for about 30 minutes.

Then roll the balls in a bowl of powdered sugar to cover.



Snow Ball Cookies

Bishop City Council appoints members to Economic Development Corp.



Bishop Police Chief Edward Day presenting information about new police units. (Photo by Ted Figueroa)

By Ted Figueroa
Reporter

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406 E. LEE
1108 E. HENRIETTA
1102 E. HENRIETTA

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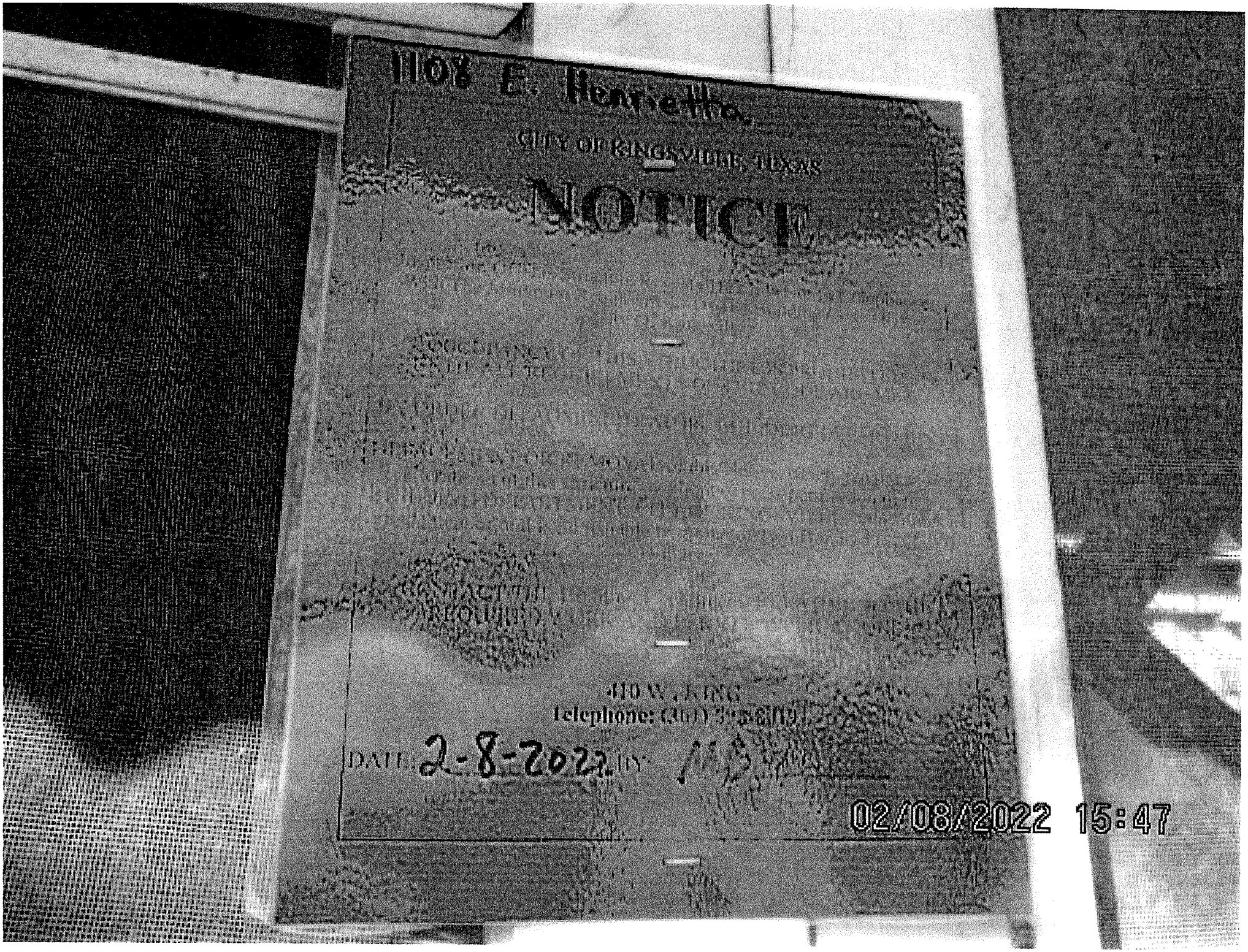
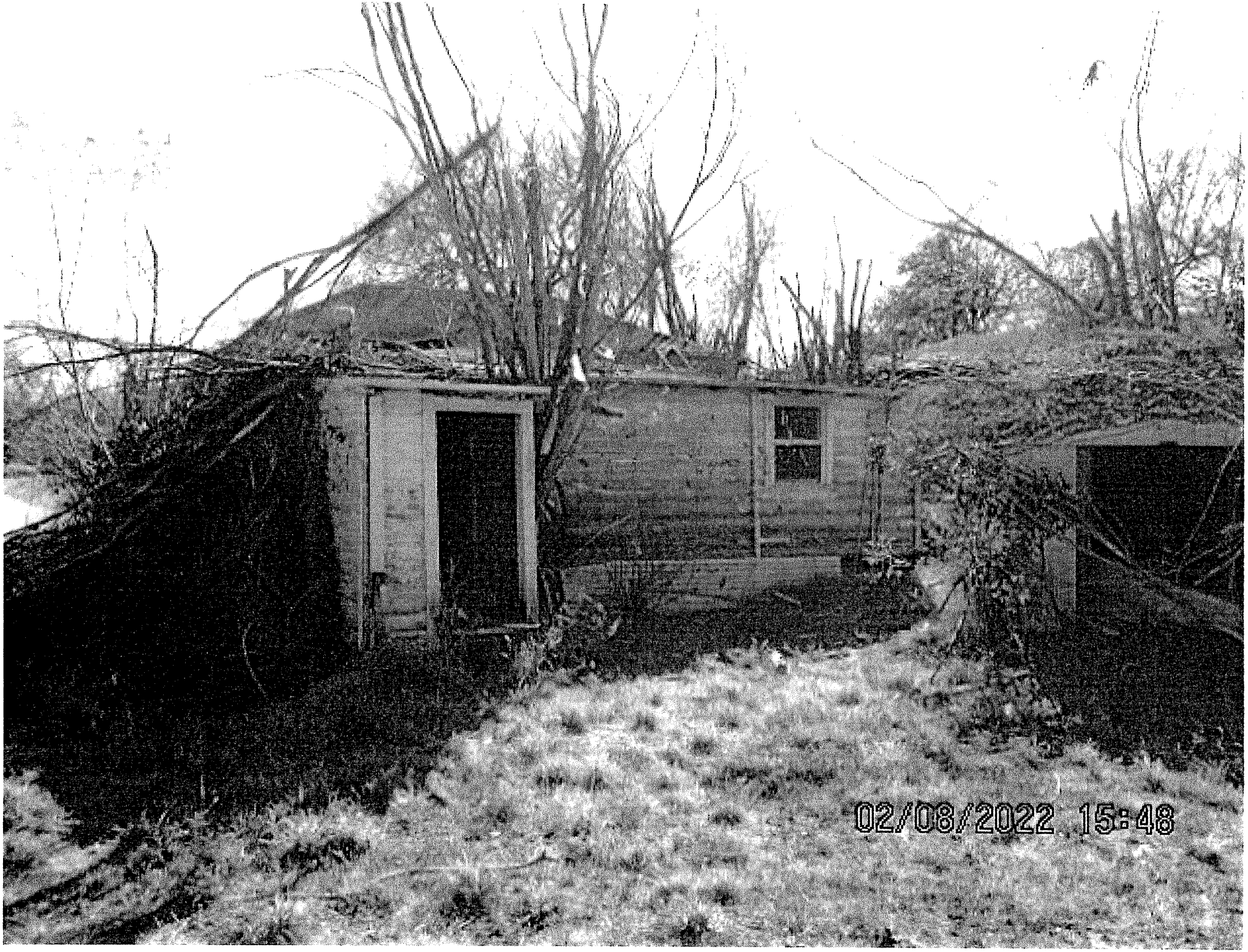
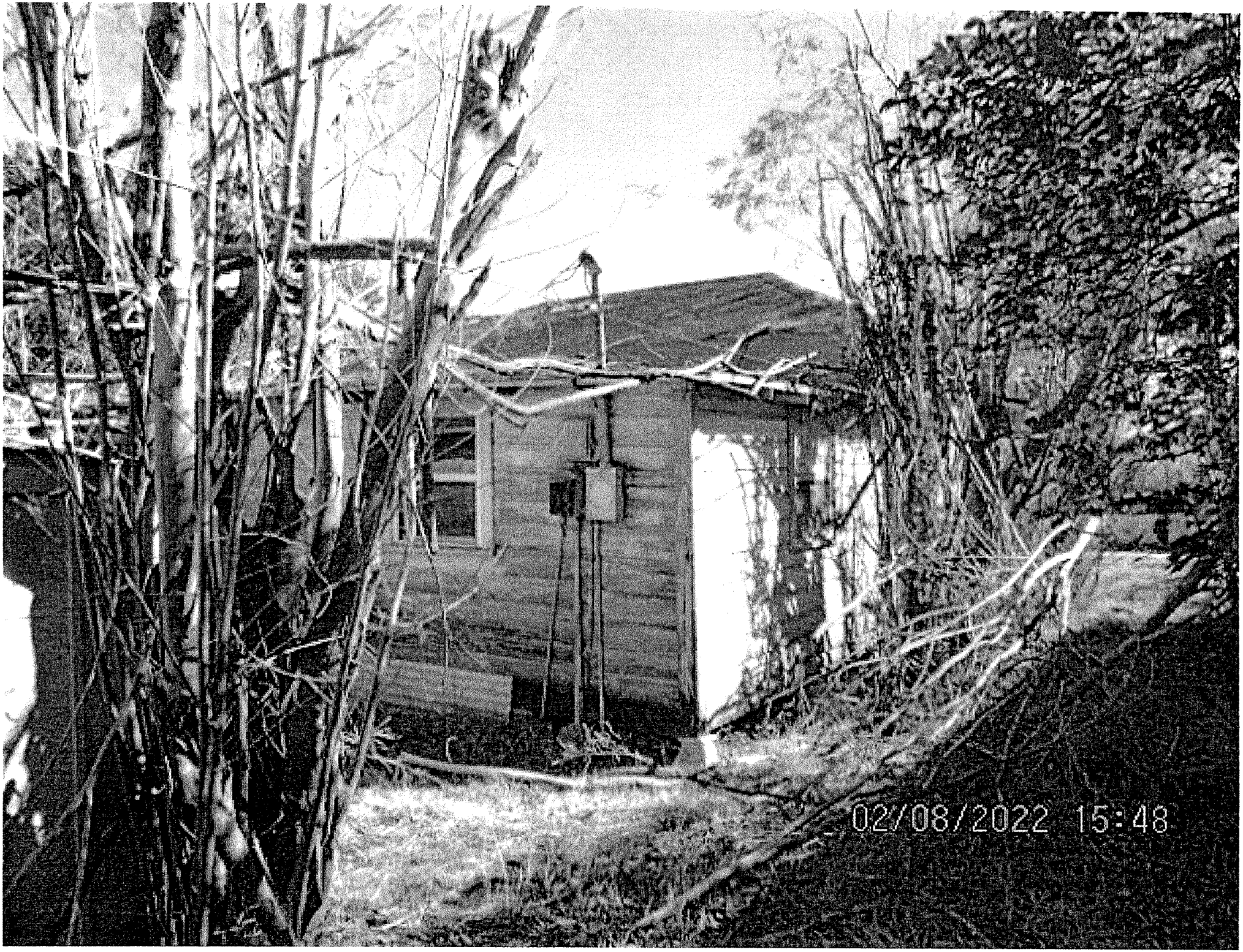

110 E. Henrietta
CITY OF KINGSVILLE, TEXAS
NOTICE
DATE: 2-8-2022
02/08/2022 15:47


02/08/2022 15:48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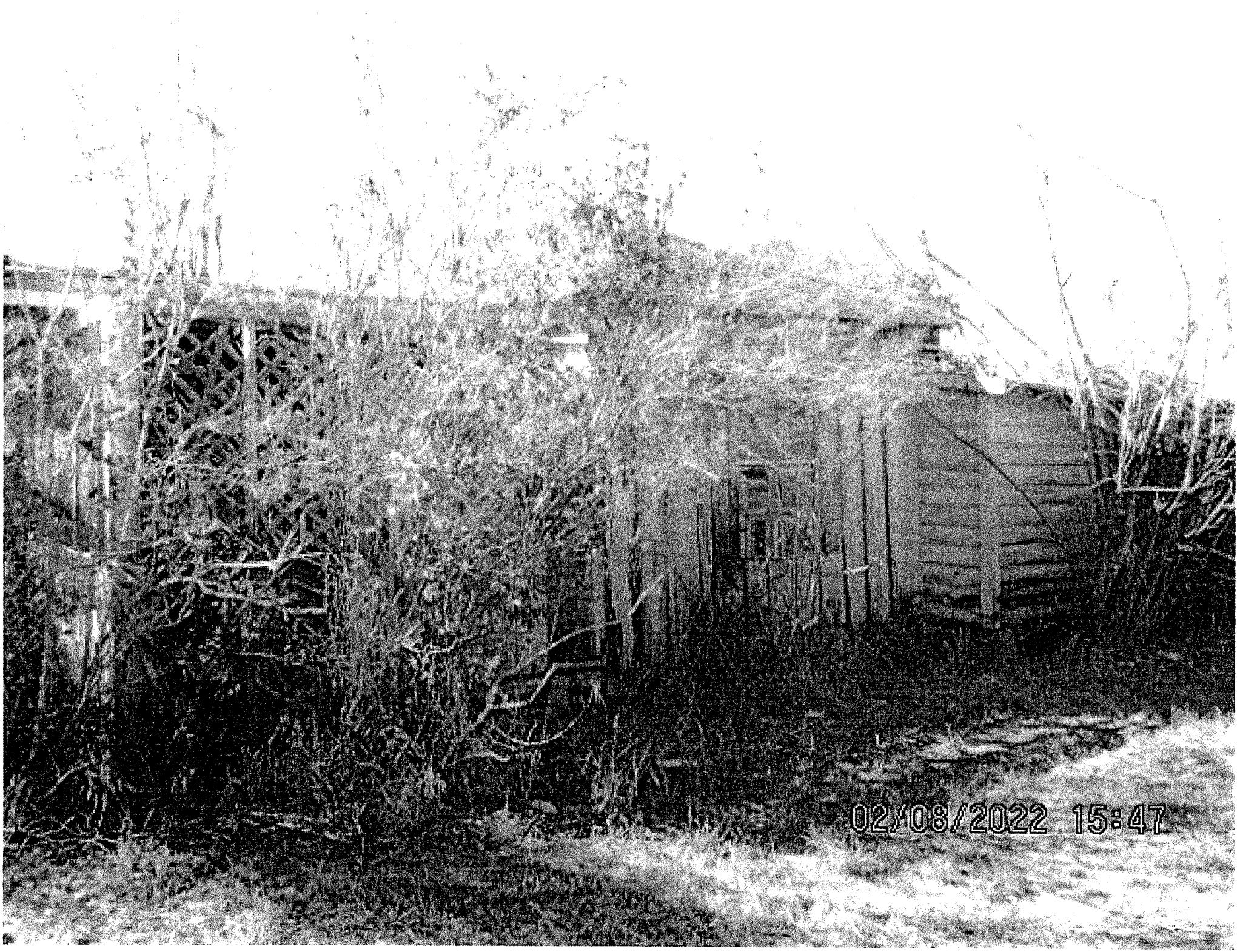
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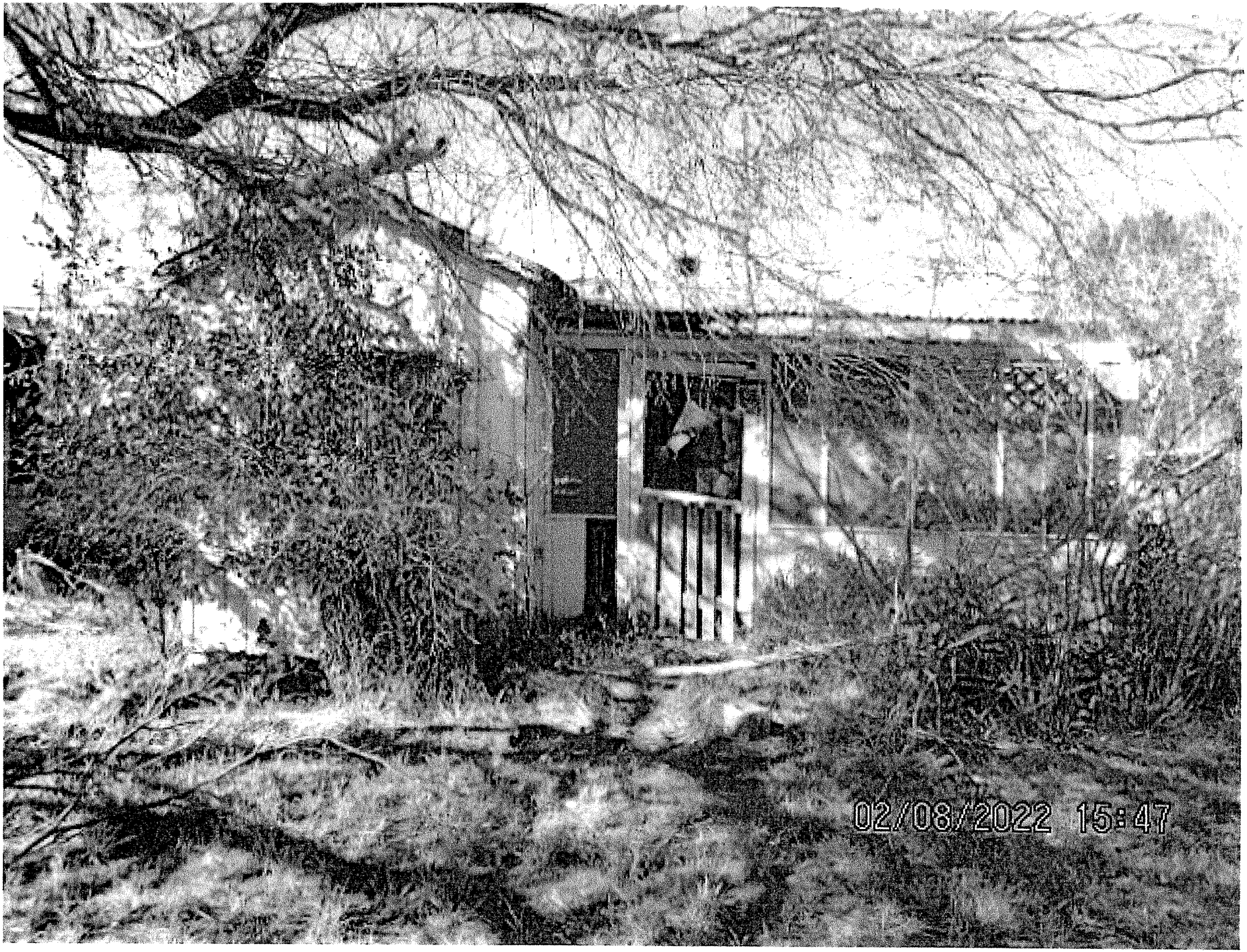

02/08/2022 15:47

CITY OF KINGSVILLE, TEXAS

NOTICE

THIS NOTICE IS TO ADVISE PROPERTY OWNERS THAT THE CITY COUNCIL WILL CONSIDER CONDEMNATION

OF 1108 E Henrietta ON:

January 23, 2023

BY ORDER OF BUILDING OFFICIAL

DEFACEMENT OR REMOVAL of this Notice, or any repairs and/or alterations of this structure without express permission of the BUILDING DEPARTMENT, CITY OF KINGSVILLE, constitutes a misdemeanor and is punishable by a fine of Two Hundred ($200.00) Dollars.

CONTACT The Building Department at
410 W KING
Telephone: (361) 595-8019

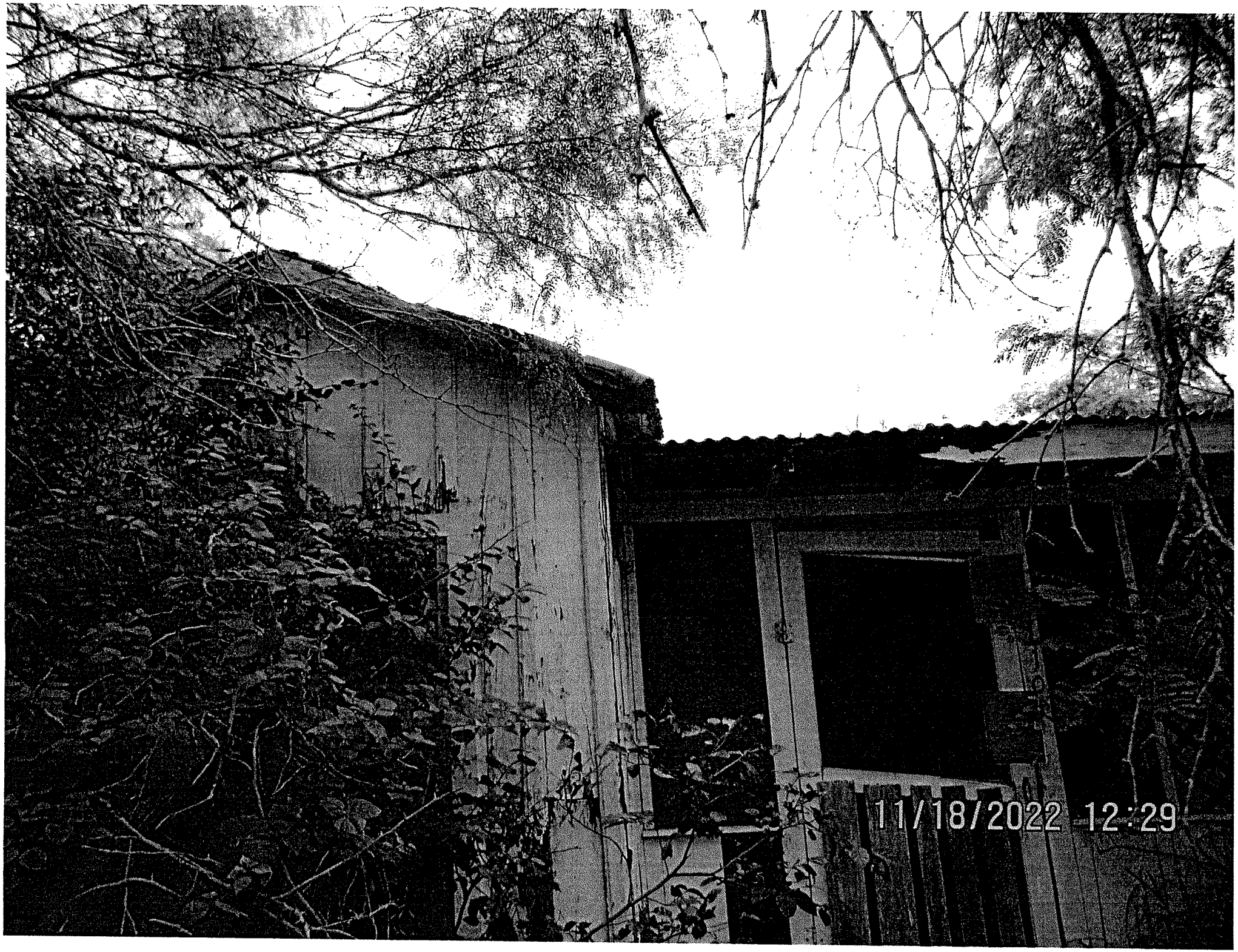
DATE: 11/18/2022 BY: [signature]

11/18/2022 12:29


11/18/2022 12:29


11/18/2022 12:29

11/18/2022 12:30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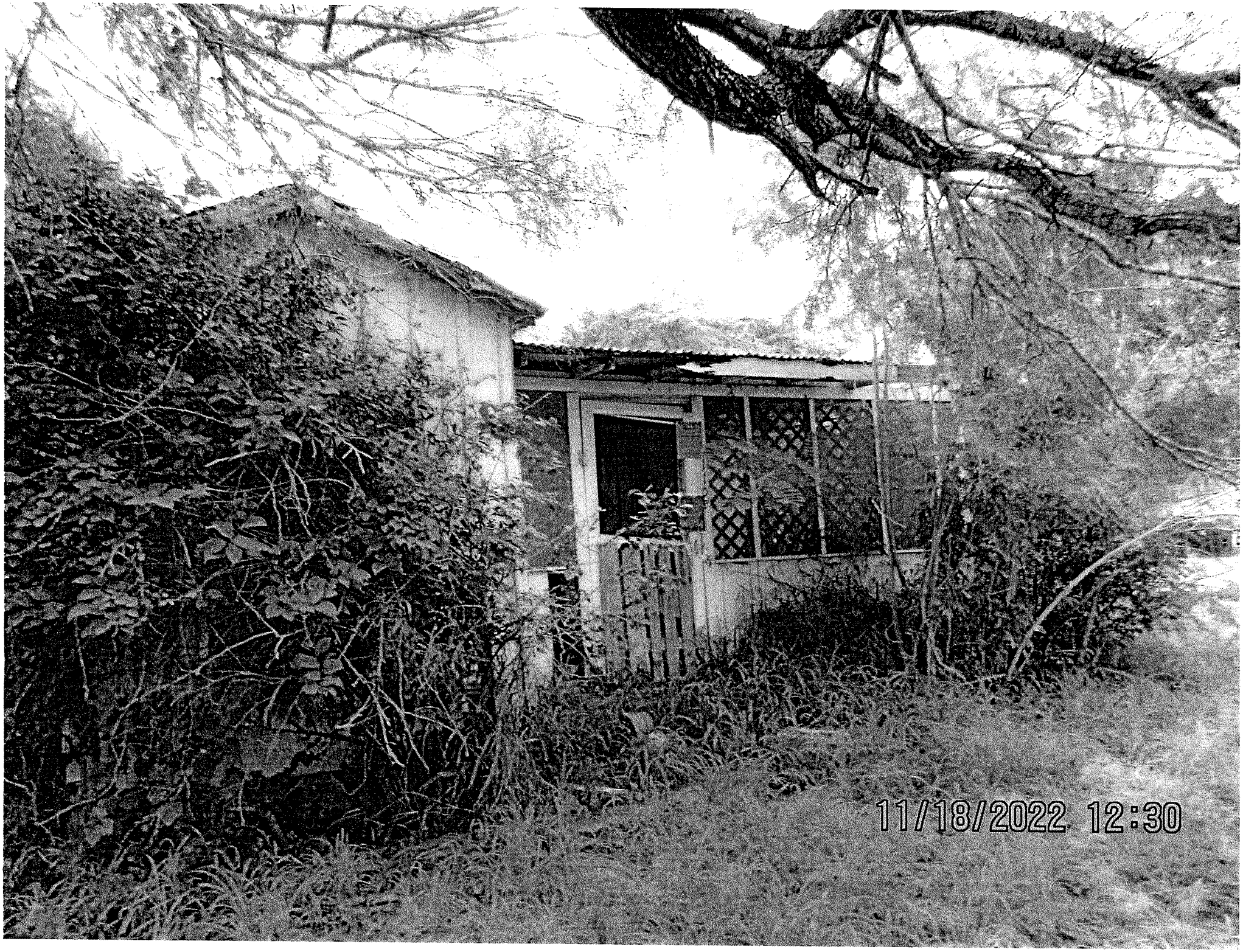

11/18/2022 12:30

PUBLIC HEARING #4

City of Kingsville
Planning and Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Kobby Agyekum, Senior Planner/HPO

DATE: January 12, 2023

SUBJECT: Properties for Condemnation

Summary: The Department of Planning and Development Services have isolated four properties for demolition and seeks City Commission's approval for their condemnation and subsequent demolition.

Background: The Code of Ordinances of the City of Kingsville provides for building condemnation if it is uninhabitable in *Section 15-1-165. - Condemned Building or structure; specifications*. The Planning and Development Services department via the Building Official carried out detailed inspections that revealed the unsafe and dilapidated state of the buildings on the properties listed below. Consequently, these buildings have been declared uninhabitable. The relevant owners have been duly notified and nothing has been done to improve or remove the dilapidated structures. Copies of the notifications are attached for review.

Financial Impact: Cost incurred will be billed to owners.

Recommendation: Staff recommends the Following properties to be authorized for demolition:

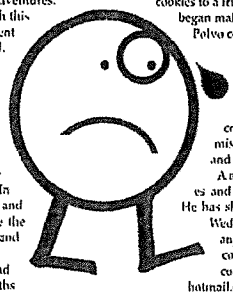
1. 1108 East Henrietta Avenue, Kingsville Texas 78363
2. 1102 East Henrietta Avenue, Kingsville Texas 78363
3. 406 East Lee Avenue, Kingsville Texas 78363
4. 314 East Ella Avenue, Kingsville Texas 78363

I'm Hungry: how to make Snow Ball Cookies

By Vicki Yarbrough

Life is what you bake it. Joe Longoria proved this motto to be oh so correct. His life is full of change and talents, as well as his cooking adventures. Baking started as a youth and with this experience he developed different styles and recipes as he matured. Raised in Kingsville, he had his grandmother and mother to learn from. At the age of 13 he started working for our local CC Bakery for Mr. Cavazos and at first he worked at maintenance then was moved into the bakery section and made cookies until he moved on to another industry. In 2002, he was working for Celanese and the company downsized and gave the employees their pension packages and Joe was one of these.

He then moved to Longview and came back every couple of months to visit his parents. Joe would call a local woman and bring tubs of Pan de Polvo back to enjoy and eat with his friends in Longview. They had never tasted the treats, so early on they requested that Joe bring the cookies to a friend's wedding and so it began. Joe began making his own Snow Ball and Pan de Polvo cookies.



Now Joe is semi-retired working part-time as a Boll Weevil technician and promoting the sale of his cookies.

Most of his profits from the cookies go to his local church and missions in the poorest areas of India and Mexico.

A man of many talents, he also preaches and is a talented singer and organist. He has shared his recipe for the Snow Ball Wedding cookies below. If you have any questions or comments about cooking or would like to share your cooking secrets, email me at viva1959 hotmail.com.



Joe Longoria

Snow Ball Cookies

Ingredients

- 6 Cups White Wing Flour
- 1 tablespoon vegetable oil (divided)
- 2 cups of sugar
- 1 lb Crisco
- 1 egg
- 2 cups ground pecans

Set aside and make the cinnamon tea

- 1/2 cup water
- 1/4 cup sugar
- 1 cinnamon stick

Boil for a couple of minutes.

Instructions

Whip Crisco, add egg continuing mixing then add vanilla mixing until creamed. Combine flour, sugar and pecans separately then add to the crisco mixture. Pour cinnamon tea a little at a time to mixture, combine then roll into small balls and put on baking pans. Bake at 275° for about 30 minutes.

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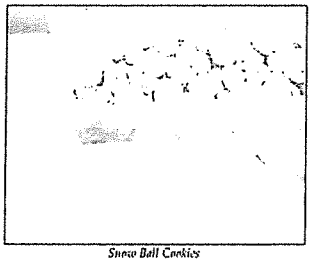

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CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS		Initiated By	Building Official
1102 E Henrietta		Manuel Buentello	Nicholas Daniels
LEGAL DESCRIPTION	**BLOCK**	**LOT**	
ESTELLA	BLOCK 2	LOT 31,32	
OWNER NAME	**OWNER'S ADDRESS**	**CITY/STATE/ZIP**	
GARCIA ROMAN M EST	1102 E HENRIETTA AVE	KINGSVILLE, TX 78363-4736	

PROPERTY CONDITION REPORT

	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
PICTURES TAKEN:	Y	YES	NO	N/A		
Building						
Condition			X		AB-B-H-I-OU-OV-MI-NR	12
Yard						
Condition			X		OV	
Utilities						
Electric			X		B-OU	
Gas				X		
Water				X		
Roof						
Covering			X		D-NR	
Walls						
Exterior			X		B-D-OV-NR	
Interior			X		D-H-MI-NR	
Ceilings			X		C	
Windows/Doors						
Secured			X			
Condition			X		NR	
Foundation						
Exterior			X		D-L	
Interior			X		L	
Plumbing				X		
Electrical			X		AB-B-H-OU-NR	

REASON CODES:

AB-Abandoned	C-Collapsed	I-Incomplete	MO-Mold	NR-Needs Repair
AS-Asbestos	D-Deteriorated	L-Leaning	OU-Outdated	
B-Broken	H-Hazardous	MI-Missing	OV-Overgrown	

COMMENT CODES:

1. AN ATTRACTIVE NUISANCE TO CHILDREN
2. A HARBOR FOR VAGRANTS, CRIMINAL AND IMMORAL PEOPLE
3. EVIDENCE OF ROACH, RAT, MOUSE, OR OTHER VERMIN FOUND
4. PARTIAL

BUILDING OFFICIAL COMMENTS: Significant fire damage has made the building no longer structurally sound. Overgrown Trees on and in building. Windows broken, doors broken. Signs of vagrants. Electrical would not be able to be turned on. Foundation shows signs of settling.

WATER SHUT OFF 3-31-2008 ELEC SHUT OFF 10-2013

SIGNATURE: _____ DATE: 2-9-22

CITY OF KINGSVILLE BUILDING OFFICIAL

CITY OF KINGSVILLE

P.O. BOX 1458
KINGSVILLE, TX 78364

REPORT ADDRESS		INSPECTOR
1102 E. Henrietta		Manue Buentello
LEGAL DESCRIPTION	**BLOCK**	**LOT**
ESTELLA	BLOCK 2	LOT 31, 32
OWNER NAME	**OWNER'S ADDRESS**	**CITY/STATE/ZIP**
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	Y OR N	ACCEPTABLE			REASON CODE	COMMENT CODES
PICTURES TAKEN:	Y	YES	NO	N/A		
Building						
Condition			X		AB,C,D,H	1,2,3
Yard						
Condition			X		OV	3
Utilities						
Electric			X		D,H	
Gas			X			
Water			X		D	
Roof						
Covering			X		D	
Walls						
Exterior			X		D	
Interior			X		D	
Ceilings			X		D	
Windows/Doors						
Secured			X			
Condition			X		D	
Foundation						
Exterior			X		D	
Interior			X			
Plumbing						
Electrical						

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3. NUCIANCE FOR ROACH, RAT, MOUSE, AND OTHER VERMIN INFESTATION
4. PARTIAL
5. UNCOVERED ROOF
6. GRAFFITI

BUILDING INSPECTOR COMMENTS:

During my investigation neighbor expressed concern about a homeless man entering structure to comsume alcohol.

HAS BEEN WITHOUT WATER SINCE 3/31/2008 AND ELECTRICAL SINCE 11/1/2013

SIGNATURE: _____ DATE: 2/8/2022

CITY OF KINGSVILLE BUILDING INSPECTOR

CONDEMNATION CHECKLIST

Property Address: 1102 E Henrietta Phone: _____
Property Owner: Roman M Garcia Phone: _____
Owner's Address: 1102 E Henrietta Fax: _____
Kingsville TX 78363

PLANNED DATE	ACTUAL DATE	ACTION
☐ 2-08-2022	2-08-2022	1. Identify structure unfit for human habitation.
☐ 2-09-2022	2-09-2022	2. Inspect Property. (Building Official)
		☐ a. Prepare inspection report and date.
		☐ b. Photograph property with date stamp.
☐ 2-9-2022	2-9-2022	3. Determine ownership from county assessment & tax collection record.
☐ 2-9-2022	2-9-2022	4. Obtain legal description.
☐ 2-9-2022	2-9-2022	5. Obtain or complete title report to verify ownership & other vested interests, such as mortgage holders, trustees, etc.
☐ 2-15-2022	2-15-2022	6. Send Notice of Violation & copy of inspection report to property owner(s) of record. Request written response from owner within 10 days from Notice of Violation indicating action the owner intends to take within the next 30 days to correct substandard conditions.
☐ 7-21-2022	7-21-2022	7. 2nd Notice Sent. (10 day response) (Optional)
☐ 11-17-2022	11-17-2022	8. If response is not received or is not adequate, proceed as follows:
☐ 11-17-2022	11-17-2022	9. Send 20-day pre notification letter owner(s) & others with vested interest in property advising the date the property will be presented to City Council for consideration of condemnation.
		☐ a. Owner unknown or whereabouts not known or such owner is a nonresident of Texas.
☐ 11-18-2022	11-18-2022	1) Post affidavit in newspaper twice a week for one week
☐ 11-18-22	11-18-2022	10. Post sign on property advising date the City

Council will consider condemnation of structure.

☐ _____ _____ 11. Within the Historical District. Meeting date to be heard by the Historical Development Board.

☐ 11-18-2022 11-18-2022 12. Photograph posted sign with date stamp.

☐ 12.16.2022 12.16.2022 13. Prepare information packet for each City Council member, plus one each for City Manager, City Attorney & City Secretary consisting of

☐ a. Location Map

☐ b. Photographs of the structure with date stamp

☐ c. Inspection report

☐ d. Pre-condemnation notice

☐ e. Condemnation resolution

☐ _____ _____ 14. Place condemnation action resolution & supporting documentation for placement on the City Council agenda.

☐ _____ _____ 15. City Council adopts condemnation resolution.

☐ _____ _____ 16. File Notice of Condemnation with the County Clerk.

☐ _____ _____ 17. Send owner(s) & other vested interests the following:

☐ a. Copy of the City Council resolution.

☐ b. 45-day order to demolish

☐ _____ _____ 18. Post 45-day Order to Demolish on structure.

☐ a. Take photo with date stamp

☐ _____ _____ 19. Evaluate status of owner's action on 46th day after Order of Demolition was issued. If no action taken by owner, proceed with demolition.

☐ _____ _____ 20. Photograph posted notice with date stamp.

☐ _____ _____ 21. Notify utility companies to disconnect & remove services from structure for safe demolition.

☐ _____ _____ 22. Issue Notice to Proceed to Public Works Director and Demolition Crew.

☐ _____ _____ 23. Prepare demolition cost statement consisting of:

☐ a. Mailing fees

☐ b. Publication fees

☐ c. Demolition costs

☐ d. Landfill tipping fees

☐ e. Filing fees

☐ f. Administrative fees

☐ g. Any documentation miscellaneous costs

☐ _____ _____ 24. Send a letter & cost statement to the Collections Department so they can send out bill. Make copy of documents and send to the City Attorney requesting a lien to be place on the property.

KLEBERG COUNTY APPRAISAL DISTRICT

PROPERTY **16342** R

Legal Description
ESTELLA, BLOCK 2, LOT 31, 32

OWNER ID
14846

OWNERSHIP
100.00%

PROPERTY APPRAISAL INFORMATION 2021
GARCIA ROMAN M EST
1102 E HENRIETTA AVE
KINGSVILLE, TX 78363-4736

Entities	
CAD	100%
CKI	100%
GKL	100%
SKI	100%
WST	100%

Values		
IMPROVEMENTS		0
LAND MARKET	+	3,500
MARKET VALUE	=	3,500
PRODUCTIVITY LOSS	-	0
APPRAISED VALUE	=	3,500
HS CAP LOSS	-	0
ASSESSED VALUE	=	3,500

Ref ID2: R16342
123000231000192 Map ID B1

ACRES:
EFF. ACRES:

SITUS 1102 E HENRIETTA

APPR VAL METHOD: Cost

GENERAL

UTILITIES	LAST APPR.	CT
TOPOGRAPHY	LAST APPR. YR	2021
ROAD ACCESS	LAST INSP. DATE	03/22/2021
ZONING	NEXT INSP. DATE	
BUILDER		
NEXT REASON		

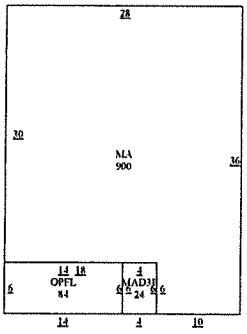
REMARKS: FOR 2021 FIRE DAMAGE - UPDATE APPRAISAL CHGS AND/OR SCHEDULE CHGS PER SITE INSP - APPR CT 3/22/21 6/9/21 MMG -- FOR '21 FLV IMPS @ 0 PER HOUSE UNSOUND - FIRE

BUILDING PERMITS

ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL

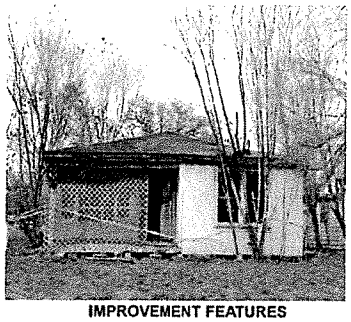
SALE DT	PRICE	GRANTOR	DEED INFO
		UNKNOWN	OT / /

SKETCH for Improvement #1 (RESIDENTIAL)



EXEMPTIONS

PICTURE



SUBD: S230 100.00% NBHD:

IMPROVEMENT INFORMATION

I#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
	MA	MAIN AREA	F	FF2/	900.0	0.00	1	1950	1971	*		100%	100%	100%	100%	100%	1.00	0
	OPFL	OPEN PORCH F	F	NV/	84.0	0.00	1	1950	1971	*		100%	100%	100%	100%	100%	1.00	0
	MAD3F	MAIN ADDITIO	F	NV/	24.0	0.00	1	1998	1971	*		100%	100%	100%	100%	100%	1.00	0
1.	RESIDENTIAL		STCD:	A1	1,008.0	Homesite: N					0	(Flat Values)					0.90	0

IMPROVEMENT FEATURES

Foundation	1	FD6	0
Exterior Wall	1	EW1	0
Interior Finish	1	IN1	0
Roof Style		RT1,RM1	0
Flooring	1	FL2	0
Heating/Cooling	1	HA5	0
Plumbing	1	1	0
			0

SUBD: S230 100.00% NBHD:

LAND INFORMATION IRR Wells: 0 Capacity: 0 IRR Acres: 0 Oil Wells: 0

L#	DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE
1.	A1		FF70D140	A1	N	FF	50X140	70.00	3,500	1.00	1.00	A	3,500	NO			0.00	0
Comment: F: 50 R: 50 D: 140 FF													3,500					0

Effective Date of Appraisal: January 1 Date Printed: 02/14/2022 05:00:13PM by VICKI

Kleberg CAD

Property Search Results > 16342 GARCIA ROMAN M EST for Year 2021 Tax Year: 2021

Property

Account

Property ID:	16342	Legal Description:	ESTELLA, BLOCK 2, LOT 31, 32
Geographic ID:	123000231000192	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	1102 E HENRIETTA	Mapsco:	
Neighborhood:		Map ID:	B1
Neighborhood CD:			

Owner

Name:	GARCIA ROMAN M EST	Owner ID:	14846
Mailing Address:	1102 E HENRIETTA AVE KINGSVILLE, TX 78363-4736	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$3,500	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$3,500	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$3,500	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$3,500	

Taxing Jurisdiction

Owner: GARCIA ROMAN M EST
% Ownership: 100.0000000000%
Total Value: $3,500

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	$3,500	$3,500	$0.00
CKI	CITY OF KINGSVILLE	0.840000	$3,500	$3,500	$29.40
GKL	KLEBERG COUNTY	0.771870	$3,500	$3,500	$27.01

SKI	KINGSVILLE I.S.D.	1.518900	$3,500	$3,500	$53.16
WST	SOUTH TEXAS WATER AUTHORITY	0.082426	$3,500	$3,500	$2.88
	Total Tax Rate:	3.213196			

Taxes w/Current Exemptions: $112.45

Taxes w/o Exemptions: $112.45

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 924.0 sqft **Value:** $0

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF2	EW1	1950	900.0
OPFL	OPEN PORCH FRAME LOW	NV		1950	84.0
MAD3F	MAIN ADDITION FRAME	NV		1998	24.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.1607	7000.00	50.00	140.00	$3,500	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	$0	$3,500	0	3,500	$0	$3,500
2020	$12,530	$3,500	0	16,030	$0	$16,030
2019	$14,140	$3,500	0	17,640	$0	$17,640
2018	$8,910	$3,500	0	12,410	$0	$12,410
2017	$12,130	$3,500	0	15,630	$0	$15,630
2016	$12,130	$3,500	0	15,630	$0	$15,630
2015	$12,130	$3,500	0	15,630	$0	$15,630
2014	$12,130	$3,500	0	15,630	$0	$15,630
2013	$12,130	$3,500	0	15,630	$0	$15,630
2012	$12,130	$3,500	0	15,630	$0	$15,630
2011	$12,130	$3,500	0	15,630	$0	$15,630
2010	$12,130	$3,500	0	15,630	$0	$15,630
2009	$12,130	$3,500	0	15,630	$0	$15,630
2008	$12,130	$3,500	0	15,630	$0	$15,630

Deed History - (Last 4 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1		OT	Other	UNKNOWN	GARCIA ROMAN M EST			

Tax Due

Property Tax Information as of 02/14/2022

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Prop ID	Owner	%	Legal Description			Values		
16342	14846	100.00 R	**Geo: 123000231000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	3,500
GARCIA ROMAN M EST			ESTELLA, BLOCK 2, LOT 31, 32		Imp NHS:	0	Prod Loss:	0
1102 E HENRIETTA AVE					Land HS:	0	Appraised:	3,500
KINGSVILLE, TX 78363-4736				Acres:	0.0000 Land NHS:	3,500	Cap:	0
			State Codes: A	Map ID:	B1 Prod Use:	0	Assessed:	3,500
			Situs: 1102 E HENRIETTA	Mtg Cd:	Prod Mkt:	0	Exemptions:	
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			3,500	0	3,500	0.852080	29.82

11191	11061	100.00 R	**Geo: 123000301000192**	Effective Acres: 0.000000	Imp HS:	39,070	Market:	42,570
SANCHEZ MARGARITO			ESTELLA, BLOCK 3, LOT 1, 2		Imp NHS:	0	Prod Loss:	0
ETUX DALIAS G					Land HS:	3,500	Appraised:	42,570
1201 E LEE AVE				Acres:	0.0000 Land NHS:	0	Cap:	3,124
KINGSVILLE, TX 78363-4752			State Codes: A	Map ID:	B1 Prod Use:	0	Assessed:	39,446
			Situs: 1201 E LEE	Mtg Cd:	Prod Mkt:	0	Exemptions:	DVHS, HS, OV65
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			39,446	39,446	0	0.852080	0.00

12007	32181	100.00 R	**Geo: 123000303000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	1,750
SANCHEZ MARGARITO			ESTELLA, BLOCK 3, LOT 3		Imp NHS:	0	Prod Loss:	0
1201 E LEE AVE					Land HS:	0	Appraised:	1,750
KINGSVILLE, TX 78363-4752				Acres:	0.0000 Land NHS:	1,750	Cap:	0
			State Codes: A	Map ID:	B1 Prod Use:	0	Assessed:	1,750
			Situs: 1205 E LEE	Mtg Cd:	Prod Mkt:	0	Exemptions:	
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			1,750	0	1,750	0.852080	14.91

20539	59245	100.00 R	**Geo: 123000304000192**	Effective Acres: 0.000000	Imp HS:	31,960	Market:	35,460
ESPINO ALBERT STEVEN			ESTELLA, BLOCK 3, LOT 4, 5		Imp NHS:	0	Prod Loss:	0
1209 E LEE AVE					Land HS:	3,500	Appraised:	35,460
KINGSVILLE, TX 78363-4752				Acres:	0.0000 Land NHS:	0	Cap:	18,663
			State Codes: A	Map ID:	B1 Prod Use:	0	Assessed:	16,797
			Situs: 1209 E LEE	Mtg Cd:	Prod Mkt:	0	Exemptions:	HS
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			16,797	0	16,797	0.852080	143.12

21280	60826	100.00 R	**Geo: 123000306000192**	Effective Acres: 0.000000	Imp HS:	0	Market:	5,410
MARTINEZ CRISTOBAL III			ESTELLA, BLOCK 3, LOT 6-8		Imp NHS:	160	Prod Loss:	0
ALFREDO MARTINEZ					Land HS:	0	Appraised:	5,410
1217 E LEE AVE				Acres:	0.0000 Land NHS:	5,250	Cap:	0
KINGSVILLE, TX 78363-4752			State Codes: A	Map ID:	B1 Prod Use:	0	Assessed:	5,410
			Situs: 1213 E LEE	Mtg Cd:	Prod Mkt:	0	Exemptions:	
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			5,410	0	5,410	0.852080	46.10

14429	64147	50.00 R	**Geo: 123000309000192**	Effective Acres: 0.000000	Imp HS:	18,995	Market:	21,620
MARTINEZ ALFREDO			ESTELLA, BLOCK 3, LOT 9-11, 50% UNDIVIDED INTEREST		Imp NHS:	0	Prod Loss:	0
1217 E LEE AVE					Land HS:	2,625	Appraised:	21,620
KINGSVILLE, TX 78363-4752				Acres:	0.0000 Land NHS:	0	Cap:	4,856
			State Codes: A	Map ID:	B1 Prod Use:	0	Assessed:	16,764
			Situs: 1217 E LEE TX	Mtg Cd:	Prod Mkt:	0	Exemptions:	HS, OV65
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			16,764	4,200	12,564	0.852080	107.06

45848	64146	50.00 R	**Geo: 123000309005192**	Effective Acres: 0.000000	Imp HS:	0	Market:	21,620
MARTINEZ CRISTOBAL III			ESTELLA, BLOCK 3, LOT 9-11, 50% UNDIVIDED INTEREST		Imp NHS:	18,995	Prod Loss:	0
1217 E LEE AVE					Land HS:	0	Appraised:	21,620
KINGSVILLE, TX 78363-4752				Acres:	0.0000 Land NHS:	2,625	Cap:	0
			State Codes: A	Map ID:	B1 Prod Use:	0	Assessed:	21,620
			Situs: 1217 E LEE TX	Mtg Cd:	Prod Mkt:	0	Exemptions:	
				DBA:				

Entity	Description	Xref Id	Freeze: (Year) Ceiling	Assessed	Exemptions	Taxable	Tax Rate	Est. Tax
CKI	CITY OF KINGSVILLE			21,620	0	21,620	0.852080	184.22

2022

Account

Property ID:	16342	Legal Description:	ESTELLA, BLOCK 2, LOT 31, 32
Geographic ID:	123000231000192	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	1102 E HENRIETTA	Mapsco:	
Neighborhood:		Map ID:	B1
Neighborhood CD:			

Owner

Name:	GARCIA ROMAN M EST	Owner ID:	14846
Mailing Address:	1102 E HENRIETTA AVE KINGSVILLE, TX 78363-4736	% Ownership:	100.0000000000%
		Exemptions:	

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$3,500	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$3,500	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$3,500	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$3,500	

Owner: GARCIA ROMAN M EST
% Ownership: 100.0000000000%
Total Value: $3,500

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	$3,500	$3,500	$0.00
CKI	CITY OF KINGSVILLE	0.825000	$3,500	$3,500	$28.88
GKL	KLEBERG COUNTY	0.771870	$3,500	$3,500	$27.01

SKI	KINGSVILLE I.S.D.	1.518900	$3,500	$3,500	$53.16
WST	SOUTH TEXAS WATER AUTHORITY	0.078489	$3,500	$3,500	$2.75
	Total Tax Rate:	3.194259			

Taxes w/Current Exemptions: $111.80

Taxes w/o Exemptions: $111.80

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 924.0 sqft **Value:** $0

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF2	EW1	1950	900.0
OPFL	OPEN PORCH FRAME LOW	NV		1950	84.0
MAD3F	MAIN ADDITION FRAME	NV		1998	24.0

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.1607	7000.00	50.00	140.00	$3,500	$0

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	$0	$3,500	0	3,500	$0	$3,500
2021	$0	$3,500	0	3,500	$0	$3,500
2020	$12,530	$3,500	0	16,030	$0	$16,030
2019	$14,140	$3,500	0	17,640	$0	$17,640
2018	$8,910	$3,500	0	12,410	$0	$12,410
2017	$12,130	$3,500	0	15,630	$0	$15,630
2016	$12,130	$3,500	0	15,630	$0	$15,630
2015	$12,130	$3,500	0	15,630	$0	$15,630
2014	$12,130	$3,500	0	15,630	$0	$15,630
2013	$12,130	$3,500	0	15,630	$0	$15,630
2012	$12,130	$3,500	0	15,630	$0	$15,630
2011	$12,130	$3,500	0	15,630	$0	$15,630
2010	$12,130	$3,500	0	15,630	$0	$15,630
2009	$12,130	$3,500	0	15,630	$0	$15,630

DELINQUENT TAX STATEMENT SUMMARY

MARIA VICTORIA VALADEZ
KLEBERG COUNTY TAX-ASSESSOR COLLECTOR
PO BOX 1457
KINGSVILLE, TEXAS 78364
361-595-8542

Certified Owner:

GARCIA ROMAN M EST
1102 E HENRIETTA AVE
KINGSVILLE, TX 78363-4736

Legal Description:

ESTELLA, BLOCK 2, LOT 31, 32

Account No: 123000231000192

2021 Value: $3,500
Appr. Dist. No.: 16342

Legal Acres: .1607
Parcel Address: 1102 E HENRIETTA

As of Date: 02/14/2022

Print Date: 02/14/2022 Printed By: JLARA

Year	Tax Units	Remaining Levy	IF PAID BY February 28, 2022 Penalty Interest	Total	IF PAID BY March 31, 2022 Penalty Interest	Total	IF PAID BY May 2, 2022 Penalty Interest	Total
2021	137 900 901 905	$112.46	$7.87	$120.33	$10.12	$122.58	$12.37	$124.83
TOTAL AMOUNT DUE:				$120.33		$122.58		$124.83

Tax Unit Codes:

137 KLEBERG COUNTY 900 CITY OF KINGSVILLE 901 KINGSVILLE ISD 905 SOUTH TX WATER AUTH

IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE TAX COLLECTOR FOR REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE TAX COLLECTOR FOR FOR THE PAYMENT OF THESE TAXES.*

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED AND THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

THE TAXES ON THIS PROPERTY ARE DELINQUENT. THE PROPERTY IS SUBJECT TO A LIEN FOR THE DELINQUENT TAXES. IF THE DELINQUENT TAXES ARE NOT PAID, THE LIEN MAY BE FORECLOSED.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT

31.1.46

Print Date: 02/14/2022

Appr. Dist. No.: 16342

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE PAYABLE TO:

MARIA VICTORIA VALADEZ
KLEBERG COUNTY TAX-ASSESSOR COLLECTOR
PO BOX 1457
KINGSVILLE, TEXAS 78364

* 1 2 3 0 0 0 2 3 1 0 0 0 1 9 2 *

If Paid By	Amount Due
February 28, 2022	$120.33
March 31, 2022	$122.58
May 2, 2022	$124.83
Amount Paid:	$_____.__

123000231000192

GARCIA ROMAN M EST
1102 E HENRIETTA AVE
KINGSVILLE, TX 78363-4736

CITY OF KINGSVILLE

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

FEBRUARY 17, 2022

Roman M Garcia Est
1102 E Henrietta Ave
Kingsville TX, 78363

Re: Estella, Block 2 Lot 31, 32 1102 E Henrietta Kingsville, TX 78363

Dear Sir or Madam:

It has been determined that the structure at **1102 E Henrietta Kingsville, TX 78363** is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

§ 15-1-165 CONDEMNED BUILDING OR STRUCTURE; SPECIFICATIONS.
(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.
(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:
(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.
(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
('62 Code, § 4-6-1)

AN INVESTIGATION HAS BEEN CONDUCTED ON THESE PREMISES FOR NON-COMPLIANCE WITH CITY ORDINANCES. YOU ARE HEREBY NOTIFIED THAT THE VIOLATIONS LISTED MUST BE CORRECTED WITHIN THIRTY (30) CALENDAR DAYS FROM RECEIPT THIS LETTER. PLEASE REFER TO THE LOSED PROPERTY CONDITION REPORT REGARDING THE SPECIFIC VIOLATIONS REQUIRING CORRECTIVE ACTION.

WE MUST RECEIVE WRITTEN RESPONSE FROM YOU WITHIN TEN (10) DAYS FROM THIS NOTICE INDICATING THE ACTION YOU INTEND TO TAKE WITHIN THE NEXT THIRTY (30) DAYS TO CORRECT SUBSTANDARD CONDITIONS.

If these violations are not mitigated within thirty (30) calendar days of the date of this letter, a condemnation will be processed through City Commission. If you should commit another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expense against the property.

Please provide proof of necessary permits and "passed" inspections for all reconstruction and/or repairs. Provide proof of proper disposal, i.e. landfill receipt or method used to remediate the condemned structure.

If you need further information or have questions, please contact me at (361) 595-8019, Monday through Friday from 8:00 AM – 12:00 PM & 1:00 PM - 5:00 P.M.

Sincerely,

Nicholas Daniels

Building Official

CITY OF KINGSVILLE

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

7/21/2022

SECOND NOTICE

Roman M Garcia Est
1102 E Henrietta Ave
Kingsville TX, 78363

Re: Estella Block 2 Lot 31, 32

1102 E Henrietta Kingsville, TX 78363

Dear Sir or Madam:

It has been determined that the structure at 1102 E Henrietta Kingsville, TX 78363 is in a significant state of disrepair and creates a safety and health hazard to the surrounding area and the community at large. The structure is in direct violation to the City of Kingsville's Code of Ordinance § 15-1-165 Condemned Building or Structure; Specifications as adopted and as stated below.

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(A) Any building or structure of any type of material, whether public or private property, existing within the city limits, which is determined to be unsafe for or dangerous to human occupancy, shall be declared and be and become a condemned building or structure.
(B) The condemned buildings or structures mentioned in division (A) shall be determined to be such under the following listed terms and conditions:
(1) Any building or structure which, for want of repair or by reason of age or dilapidated condition, or for any causes, is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein.
(2) Any building or other structure which shall be determined to have a permanent or temporary plumbing condition existing in violation of the installation, maintenance and repair provisions of the City Plumbing Code presently duly enacted or to be duly enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Plumbing Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(3) Any building or other structure which shall be determined to have a permanent or temporary electrical installation condition existing in violation of the installation, maintenance or repair provisions of the City Electrical Code as it is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the Electrical Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.

(4) Any building or structure which shall be determined to contain a faulty and defective structural condition existing in violation of the construction, maintenance and repair provisions of the City Building Code as is presently duly enacted or may be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the Building Code to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
(5) Any building or structure which shall be determined to have a permanent or temporary sanitary condition existing in violation of the various health and sanitation ordinances duly enacted and to be enacted from time to time, and which shall be further determined, by virtue of such condition in violation of the provisions of the sanitation ordinances to endanger the safety of the building or structure or other buildings or structures or other property, and to endanger the safety and health of persons who may have occasion to occupy and/or be in, on or about the premises, whether they be the owner thereof or not.
('62 Code, § 4-6-1)

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Sincerely,

Nicholas Daniels

Building Official

BUILDING DEPARTMENT

CITY OF KINGSVILLE
PHONE: 361-595-8019

CERTIFIED MAIL – RETURN RECEIPT #7021 0950 0000 4793 8227

NOVEMBER 17, 2022

ROMAN M GARCIA EST
1102 E HENRIETTA
KINGSVILLE, TX 78363

Re: **HEARING FOR PROPERTY AT 1102 E HENRIETTA**

Dear Sir or Madam:

On February 15, 2022, a letter was sent from the City of Kingsville stating that your property located at **1102 E HENRIETTA** was a fire hazard or was dangerous to human life or constitutes a hazard to safety or health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment such that the structures located thereon are unsafe and a nuisance. In that letter, you were further advised that you needed to repair or demolish the structures within a certain timeframe. As the timeframe has passed and the unsafe structures on your property have not been repaired or demolished, the structures on your property are being recommended for condemnation before the Kingsville City Commission.

You are hereby cited to appear before the City Commission at a public hearing on **Monday, JANUARY 23, 2022,** at **5:00 p.m**. to show cause why such structures should not be condemned. You may appear in person, by agent or by counsel at the hearing. You will need to submit at the hearing proof of the scope of any work that may be required to comply with city ordinances and the time it will take to reasonably perform the work. The condemnation hearing is set for JANUARY 23, 2022.

The hearing will take place at the Alcorn Commission Chambers located on the first floor of City Hall, 200 E. Kleberg Avenue, Kingsville, Texas, during a regularly scheduled meeting of the City Commission.

If you have any questions about the condemnation process or how to get a building permit to fix the structures, please contact me at (361) 595-8019.

Sincerely,

Nicholas Daniels
Building Official


1102 E Henrietta Ave,
Kingsville, TX 78363
Village Park Manufactured Home...
SouthPoint Rentals
KC Hall
El Campo Game Processing
Juan's Wreck Truck Road S
Nucky's Cocktail Bar
Love's Tra
Kingsville Lulac Manor Apartments
Mr. Jaime's Taqueria
Dollar General
Boot N Net Drive In
John S. Gillett Intermediate
El Dorado
E Santa Gertrudis St
2045
W Santa Gertrudis St
El Pastel Bakery
King Ranch Museum
King Ranch Saddle Shop
H-E-B
Dairy Queen
Wyndham
Econo Lodge K
Spice Station Indian Cuisine
Whataburger
Taco Bell
Greyhound
E Caesar Ave
Caesar Ave
St Gertrude the Great Catholic Church
Fernandez Tires & Service
Brahma Blvd
E Carlos Truan Blvd
Google
Map data ©2022
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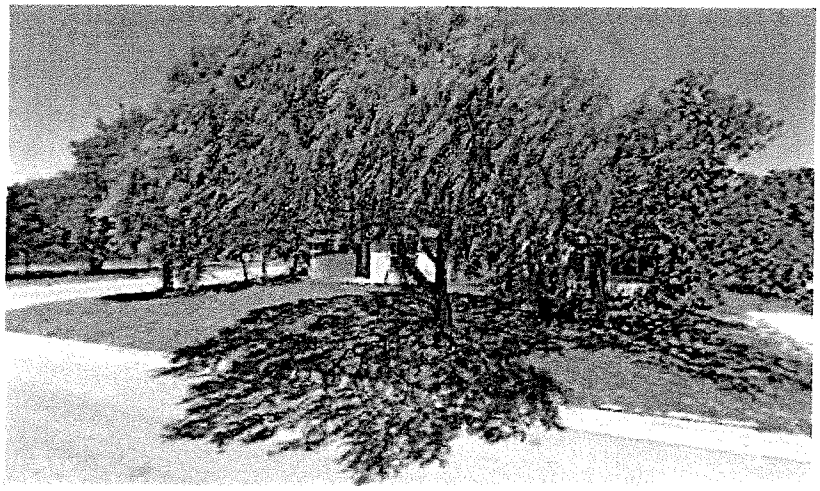


1102 E Henrietta Ave

Building

Directions | Save | Nearby | Send to your phone | Share

1102 E Henrietta Ave, Kingsville, TX 78363

Photos

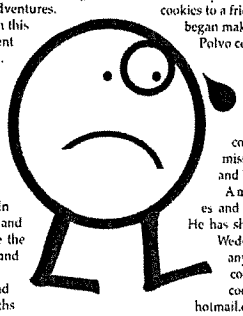
I'm Hungry: how to make Snow Ball Cookies

By Vicki Yarbrough

Life is what you bake it. Joe Longoria proved this motto to be oh so correct. His life is full of change and talents, as well as his cooking adventures.

Baking started as a youth and with this experience he developed different styles and recipes as he matured. Raised in Kingsville, he had his grandmother and mother to learn from. At the age of 13 he started working for our local CC Bakery for Mr. Cavazos and at first he worked at maintenance then was moved into the bakery section and made cookies until he moved on to another industry. In 2002, he was working for Celanese and the company downsized and gave the employees their pension packages and Joe was one of these.

He then moved to Longview and came back every couple of months to visit his parents. Joe would call a local woman and bring tubs of Pan de Polvo back to enjoy and eat with his friends in Longview. They had never tasted the treats, so early on they requested that Joe bring the cookies to a friend's wedding and so it began. Joe began making his own Snow Ball and Pan de Polvo cookies.



Now Joe is semi-retired working part-time as a Boll Weevil technician and promoting the sale of his cookies.

Most of his profits from the cookies go to his local church and missions in the poorest areas of India and Mexico.

A man of many talents, he also preaches and is a talented singer and organist. He has shared his recipe for the Snow Ball Wedding cookies below. If you have any questions or comments about cooking or would like to share your cooking secrets, email me at viva49@hotmail.com.



Joe Longoria

Snow Ball Cookies

Ingredients

- ☐ 6 Cups White Wing Flour
- ☐ 1 tablespoon vegetable oil (divided)
- ☐ 2 cups of sugar
- ☐ 1 lb Crisco
- ☐ 1 egg
- ☐ 2 cups ground pecans

Set aside and make the cinnamon tea

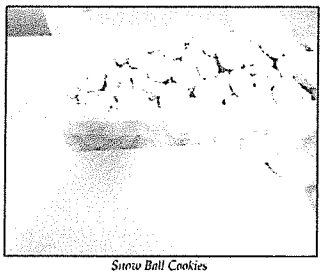
- ☐ 1/2 cup water
- ☐ 1/4 cup sugar
- ☐ 1 cinnamon stick

Boil for a couple of minutes.

Instructions

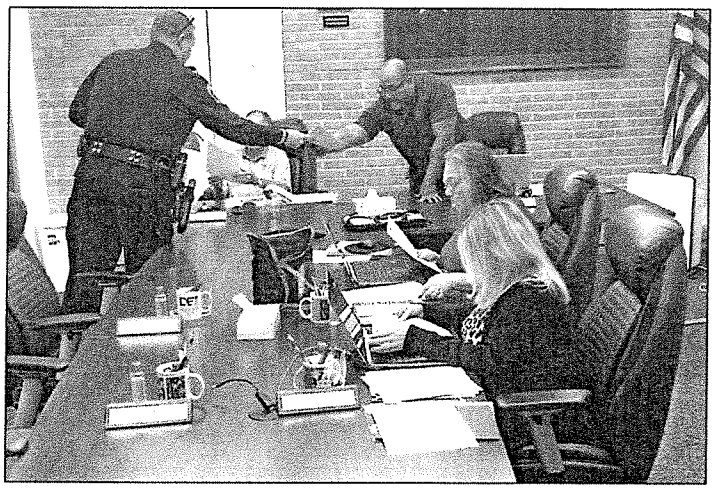
Whip Crisco, add egg continuing mixing then add vanilla mixing until creamed. Combine flour, sugar and pecans separately then add to the crisco mixture. Pour cinnamon tea a little at a time to mixture, combine then roll into small balls and put on baking pans. Bake at 275° for about 30 minutes.

Then roll the balls in a bowl of powdered sugar to cover.



Snow Ball Cookies

Bishop City Council appoints members to Economic Development Corp.



Bishop Police Chief Edward Day presenting information about new police units. (Photo by Ted Figueroa)

By Ted Figueroa
Reporter

During the December meeting of the Bishop City Council, there were no public comments. The City will be changing their health care provider to TML Insurance. Adam Alvarado was appointed to the Economic Development Council to fill place 3 until July 2024. Joe Cassias was also appointed to the Economic Development Council to fill place 7 until July of 2024.

The Commissioners agreed to purchase two new pick trucks and one used pick-up truck for the Bishop Police Departments to replace old police units that have been in service since 2009. The older units may be recycled to other departments as needed.

The financial statements and minutes from the last meeting were approved. Police Chief Edward Day said Blue Santa items will be delivered the week of Christmas. The Commissioners took no action on the consideration of the Police Chief salary and related budget amendments.

PUBLIC NOTICE

The City Commission will meet on Monday January 23, 2022, at 5:00 P.M. The following items are set for public hearing and discussion and / or action: Request to condemn the unsafe structures located at:

314 E. ELLA
406 E. LEE
1108 E. HENRIETTA
1102 E. HENRIETTA

If you are the property owner, holder of mortgage(s), or anyone having a substantial interest in any these properties, we would request that you attend the meeting.
The meeting will be held at City Hall, 400 West King, at the Helen Kleberg Groves Community Room.

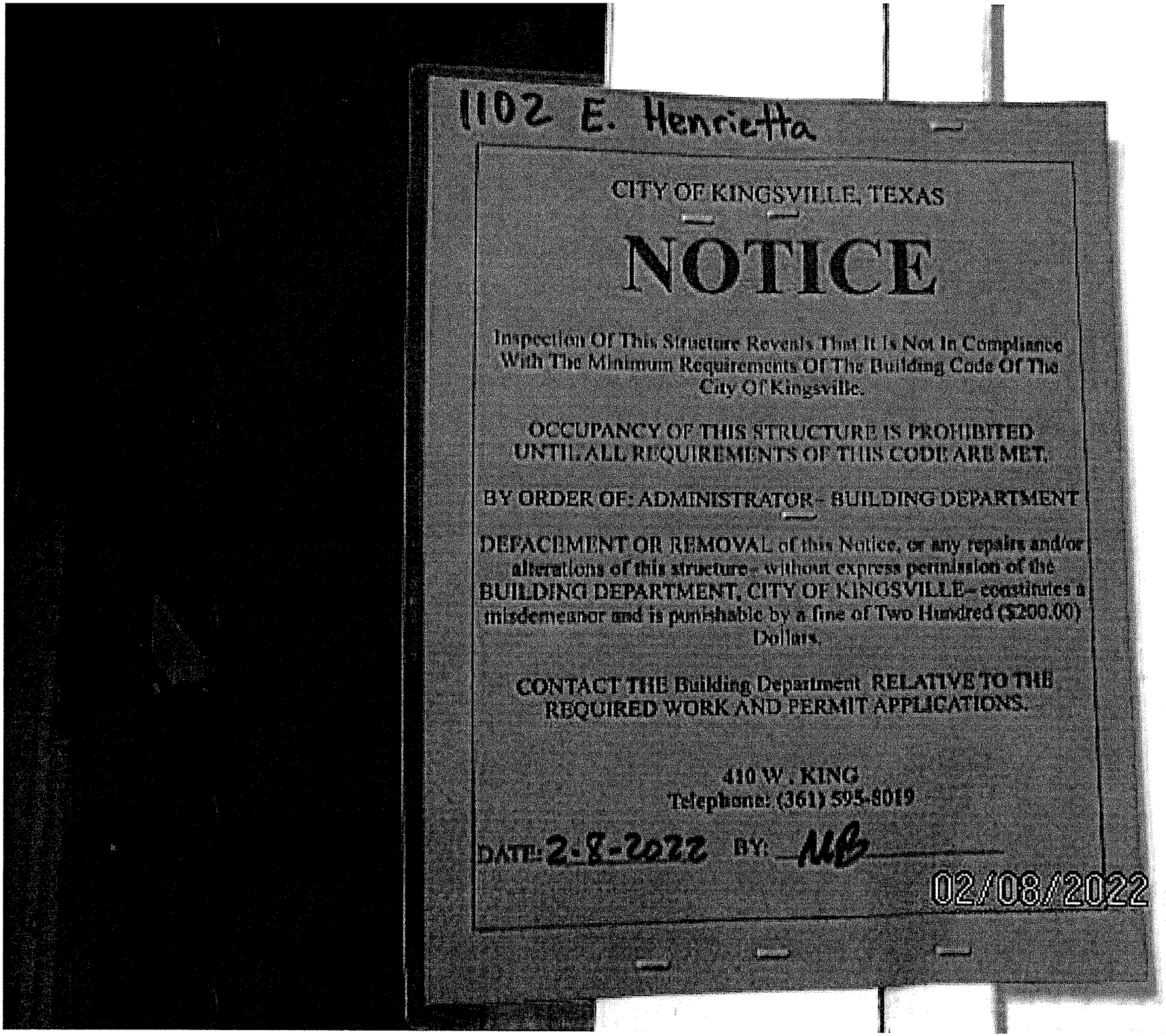
If you have any questions about the items on agenda, please contact the Building Department at (361) 595-8019 or (361) 595-8020.

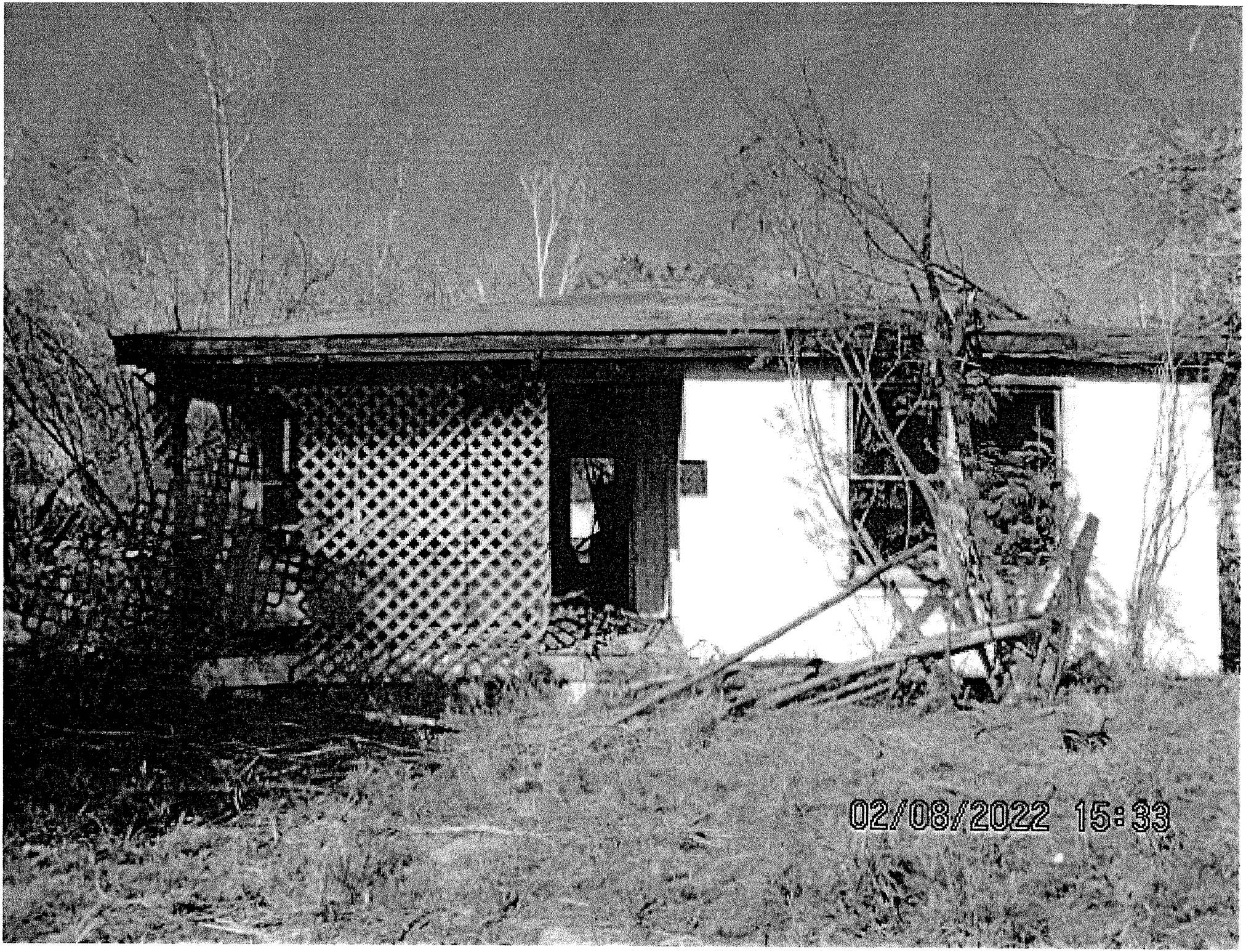
PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, January 4, 2023, at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:
Ifeanyi Mbadugha applicant; requesting the re-plat of Ronning 2, Block 3, Lot 1-6 and Lund Addn, Block 7, Lot 1, also known as 1103 to 1115 E King, Kingsville TX 78363.
The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, January 9, 2023, at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard:
Ifeanyi Mbadugha applicant; requesting the re-plat of Ronning 2, Block 3, Lot 1-6 and Lund Addn, Block 7, Lot 1, also known as 1103 to 1115 E King, Kingsville TX 78363.
The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.


1102 E. Henrietta
CITY OF KINGSVILLE, TEXAS
NOTICE
Inspection Of This Structure Reveals That It Is Not In Compliance With The Minimum Requirements Of The Building Code Of The City Of Kingsville.
OCCUPANCY OF THIS STRUCTURE IS PROHIBITED UNTIL ALL REQUIREMENTS OF THIS CODE ARE MET.
BY ORDER OF: ADMINISTRATOR - BUILDING DEPARTMENT
DEFACEMENT OR REMOVAL of this Notice, or any repairs and/or alterations of this structure - without express permission of the BUILDING DEPARTMENT, CITY OF KINGSVILLE - constitutes a misdemeanor and is punishable by a fine of Two Hundred ($200.00) Dollars.
CONTACT THE Building Department RELATIVE TO THE REQUIRED WORK AND PERMIT APPLICATIONS.
410 W. KING
Telephone: (361) 595-8019
DATE: 2-8-2022 BY: MB
02/08/2022 15:32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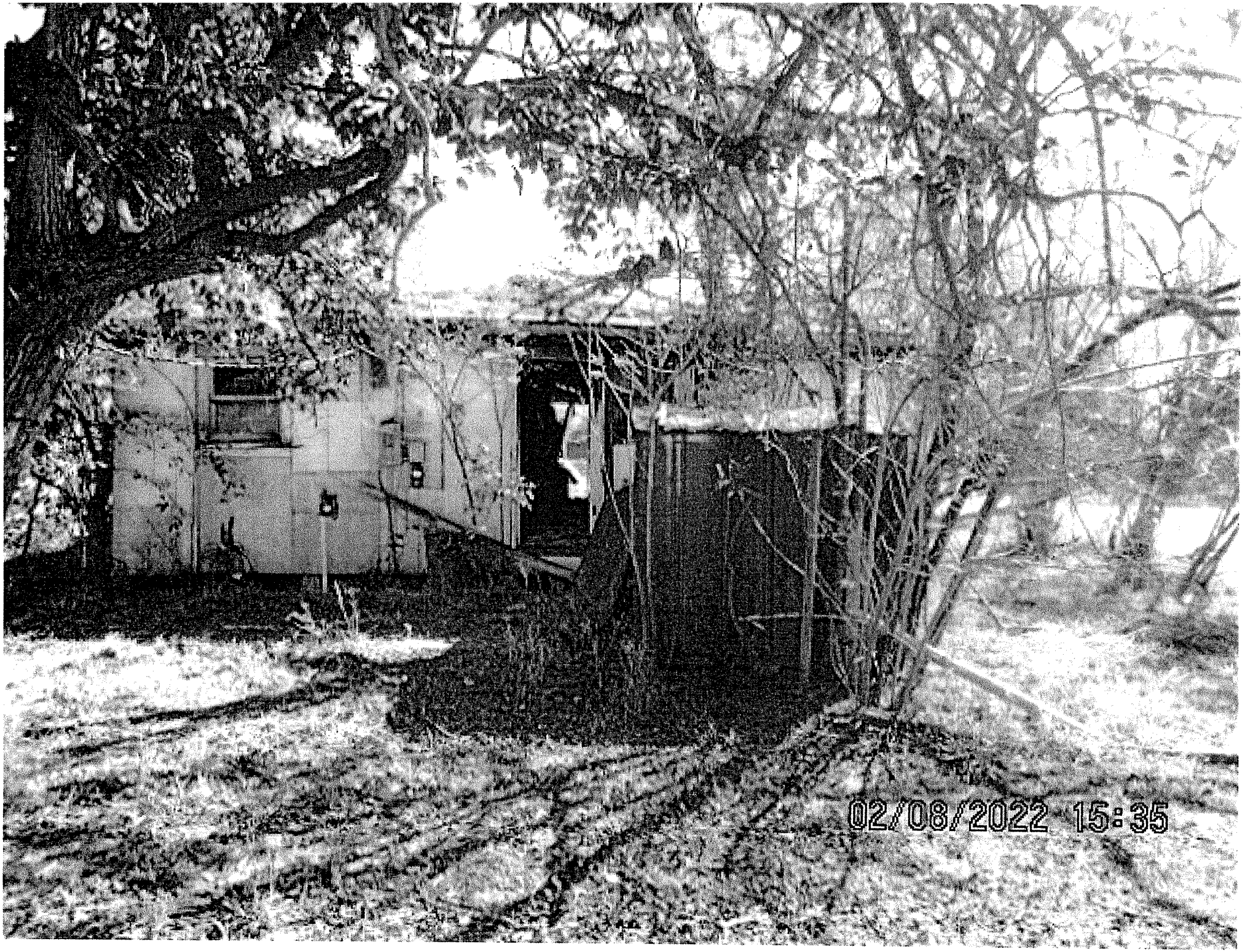
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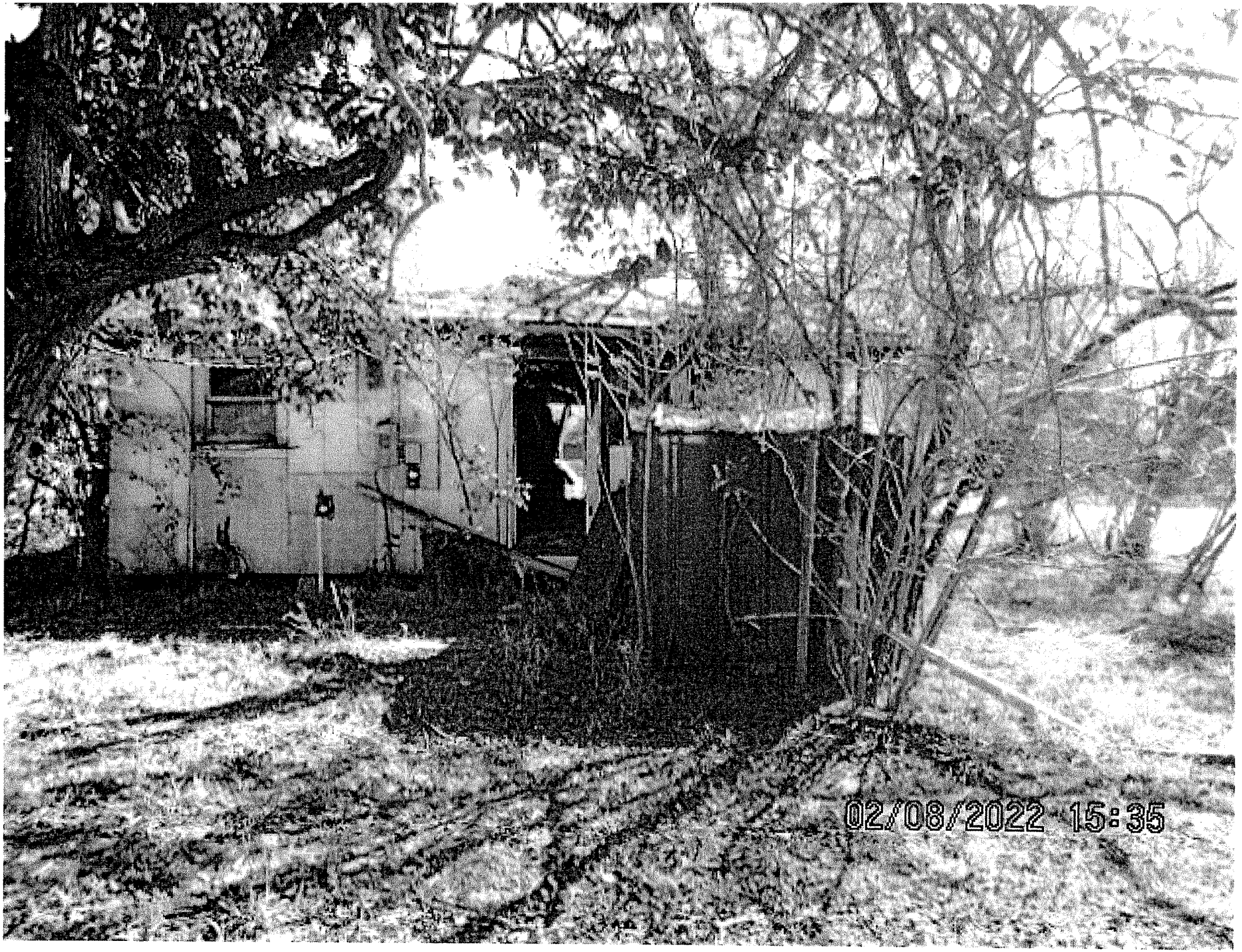
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02/08/2022 15:46

CITY OF KINGSVILLE, TEXAS

NOTICE

THIS NOTICE IS TO ADVISE PROPERTY OWNERS THAT THE CITY COUNCIL WILL CONSIDER CONDEMNATION

OF 1102 E Henrietta ON:

January 23, 2023

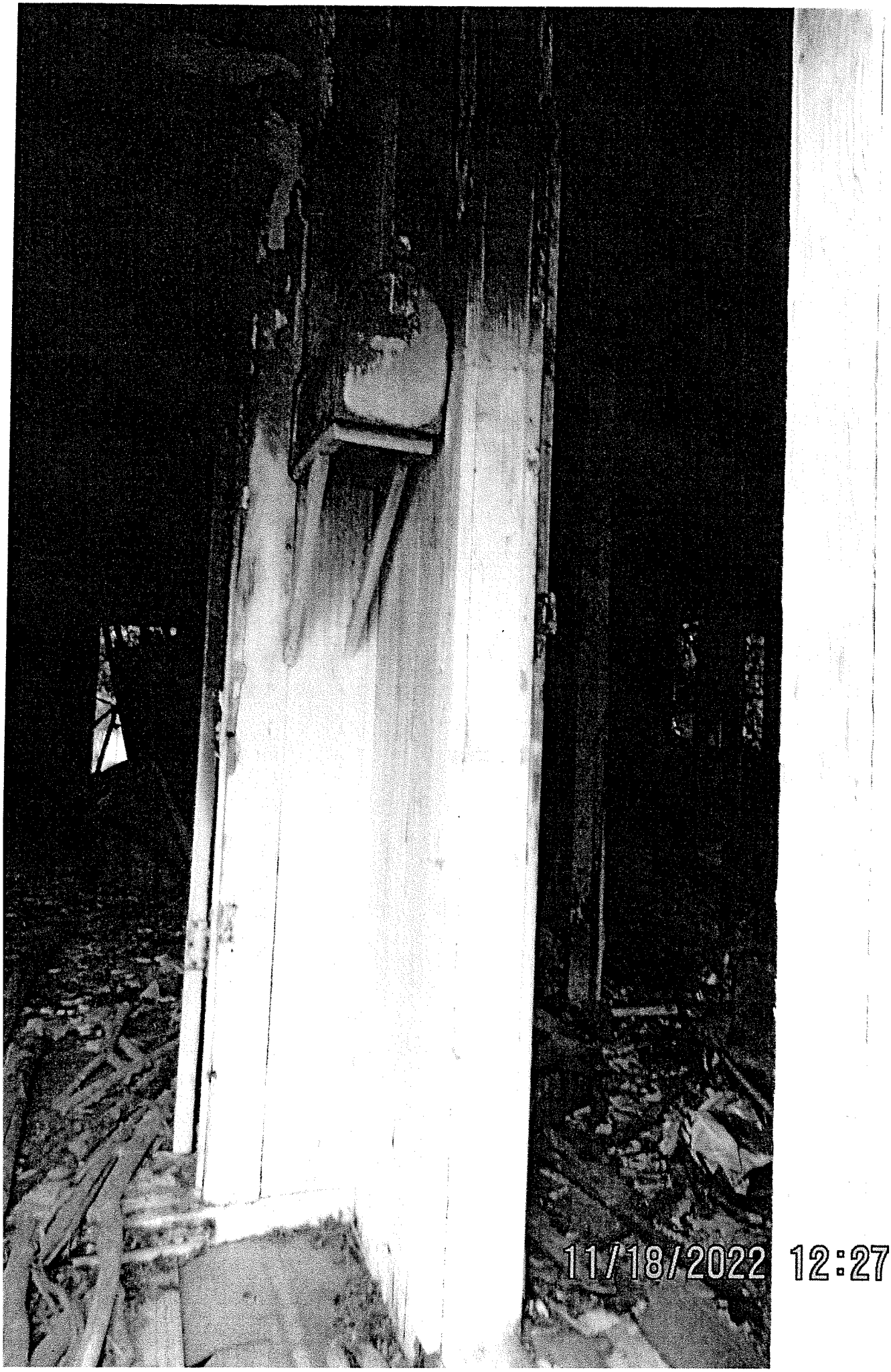
BY ORDER OF: BUILDING OFFICIAL

DEFACEMENT OR REMOVAL of this Notice, or any repairs and/or alterations of this structure– without express permission of the BUILDING DEPARTMENT, CITY OF KINGSVILLE– constitutes a misdemeanor and is punishable by a fine of Two Hundred ($200.00) Dollars.

CONTACT The Building Department at
410 W KING
Telephone: (361) 595-8019

DATE: 1/9/2023 BY:

11/18/2022 12:27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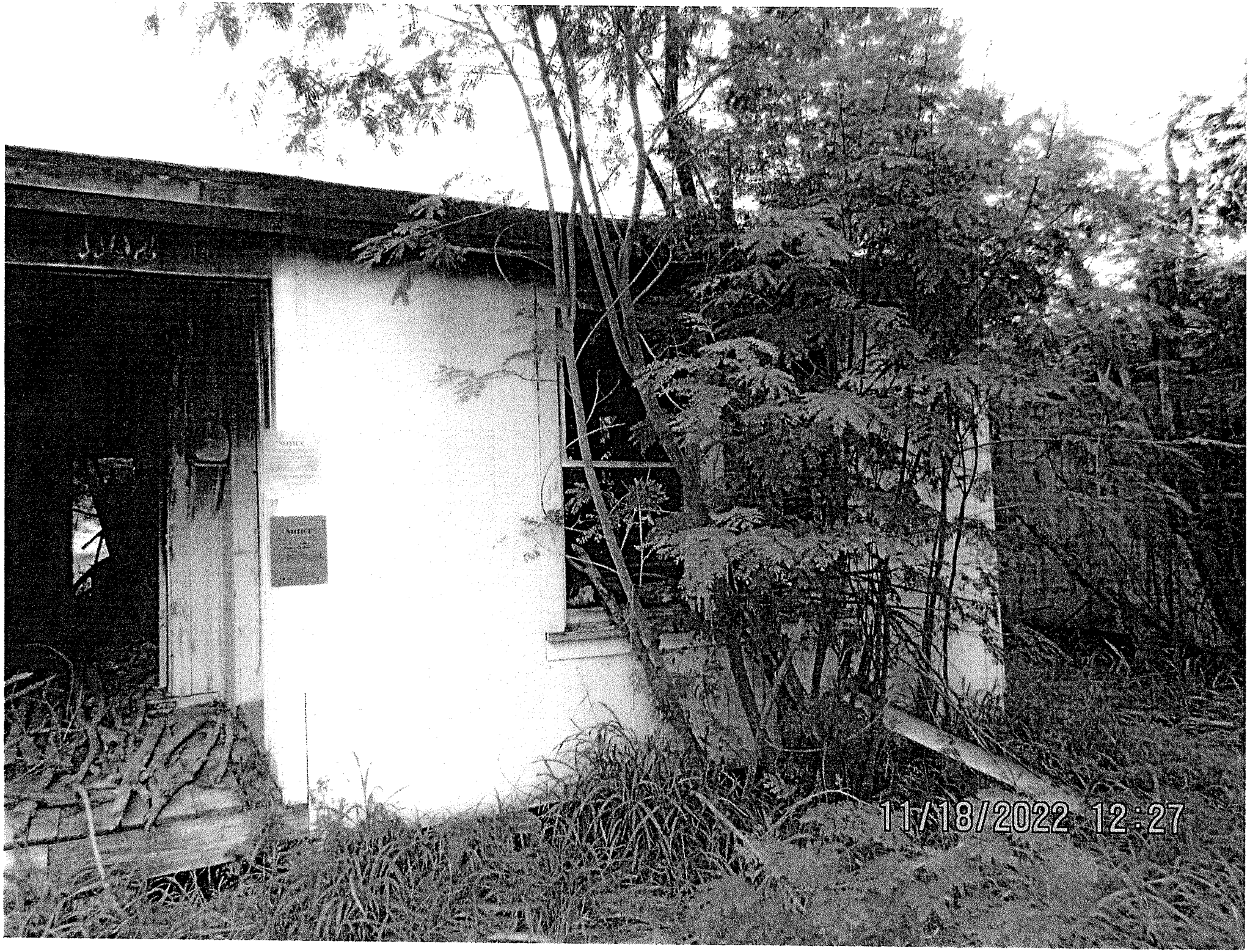
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Kingsville TEXAS

CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

US POSTAGE

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Roman M Garcia
1102 E Henrietta
Kingsville Tx 78363

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UNABLE TO FORWARD

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Kingsville

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KINGSVILLE, TEXAS 78364

Roman M. Garcia 8-11
1102 E Henrietta 8-22

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CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

VAC 2-22-22

Roman M Garcia Est
1102 E Henrietta Ave
Kingsville TX 78363

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Roman M Garcia Est
1102 E Henrietta Ave
Kingsville TX 78363

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1102

CITY OF KINGSVILLE

P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

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Roman M Garcia Est
1102 G Henrietta
Kingsville, TX 78363

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CONSENT AGENDA

AGENDA ITEM #1

Budget Am.

City of Kingsville
Police Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: December 20, 2022

SUBJECT: Receipt of Donation from 81s Heroes

Summary:
We are requesting the approval of the acceptance of a $2,529.60 donation from 81sHeroes to the Kingsville Police Department. This donation will be used to purchase lifesaving tourniquets

Background:
Someone who is severely bleeding can bleed out in under five minutes. Protecting yourself and others from injuries can be difficult. The use of a simple tool, a tourniquet and proper strategies can help to save a life. On several occasion our officers have been able to save lives here in our communities after citizens have been victims of motor vehicle accidents, stabbings, shootings where officers have been able to prolong the lives of victims and on most occasions have been able to save lives thru the use of tourniquets.

Our friends at 81s Heroes, a charitable foundation that was created in honor of our fallen officer Senior Patrolman Sherman Otto Benys Jr., have reached out to me to provide assistance to our department to help provide for not only the emotional needs of our officers but to assist us by providing tools to assist our department in providing professional service to our community. The have pledged funding to purchase (2) two tourniquets for the 51-officer allotment of the Kingsville Police Department.

Financial Impact:
Our department currently has 51 positions for police officers. This donation will fund (2) two tourniquets per officer.

102 NAR CAT Tourniquets Gen. 7 @ $24.80 each for a total of $2,529.60

This donation will increase the amount expended on supplies by $2,529.60.

City of Kingsville
Police Department

Recommendation:
We respectfully request that this donation be approved to be expended for the purpose of the purchase of tourniquets and that an associated budget amendment be approved as well.

Quote

Customer: (1001232979) KINGSVILLE POLICE DEPT
Date: 12/07/2022
Sales Rep: MA TEAM CENTRAL

Page 1 of 1
Quote Number: 22292032
Quote Expiration: 01/06/2023

Sold To:
KINGSVILLE POLICE DEPT
PO BOX 1458
KINGSVILLE, TX 78364
HAYDEE PADILLA

Ship To:
KINGSVILLE POLICE DEPT
ATTN: HAYDEE PADILLA
1700 EAST KING
KINGSVILLE, TX 78363
HAYDEE PADILLA

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	FA240 BLK	C-A-T TOURNIQUET	102		24.80	2,529.60

Quote is valid for 30 days

SUBTOTAL:	2,529.60
SHIPPING:	
TAX.....:	
TOTAL...:	2,529.60

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a $25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND DONATION FROM THE 81'S HEROS FOUNDATION FOR POLICE DEPARTMENT EQUIPMENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#19

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001-General Fund					
Revenues – 4					
2102	Patrol	Donations	72030	$2,529.60	
Expenditures - 5					
2102	Patrol	Minor Equipment	21700	$2,529.60	

[To amend the City of Kingsville FY 22-23 budget to accept and expend a donation from the 81's Heros Foundation for Police equipment. Funding will come from the donation for the stated purpose.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 9th day of January 2023.

PASSED AND APPROVED on this the 23rd day of January, 2022.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #2

City of Kingsville
Police Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: January 4, 2023

SUBJECT: Bullet-Resistant Shield Grant Program, FY2023- **UPDATED**

Summary:
The Kingsville Police Department requested a resolution to apply for and if awarded to accept and expend funds for the Bullet-Resistant Shield Grant Program, FY2023 from City Commission on September 6, 2022. The Department was recently notified of the grant award necessitating a budget amendment for those funds.

Background:
State funds for these projects are authorized by a Budget Execution Order proposed by the Legislative Budget Board and ratified by Governor Abbott on June 28, 2022, pursuant to Texas Government Code, Section 317.002 and Section 317.005(b). All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. The Public Safety Office (PSO) expects to make available $50M for FY2023.

The purpose of this grant is for law enforcement agencies to equip peace officers with bullet-resistant shields. Funds may only be used for obtaining bullet-resistant shields compliant with the National Institute of Justice (NIJ) Level III, III+, or IV.

Financial Impact:
Kingsville PD is submitting a grant application for nine (9) bullet-resistant shields. Described below:

VANGUARD Threat Level III 20"x 30" w/viewport bullet resistant shields at a cost of $5,610.45 for a grand total of $50,494.05.

Ballistic Performance
7.62 x 39mm, 123-grain PS Ball/MSC

City of Kingsville
Police Department

7.62 x 51mm, 149-grain M80
5.56 x 45mm, 55-grain M193 Ball
This grant does not require a cash match and will fund 100% of the cost of the bullet-resistant shields.

The vendor Galls has these registered via Texas BuyBoard No. 603-20 as well as Texas Share Contract 2021-073.

On December 29, 2022, the Police Department received notice that the application for funding for this grant was approved in the amount of $47,969.30. Accordingly, a budget amendment is needed to accept and expend those grant funds.

Recommendation:
We request that the City of Kingsville Commission approve the budget amendment for the awarded grant funds so they can be expended on the equipment under this grant.

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4615001	**Award Amount:**	$47,969.30
Date Awarded:	12/29/2022	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2022 - 08/31/2023	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2023	**Grantee GPI:**	$0.00
Program Fund:	SH-Bullet-Resistant Shield Grant Program	**Total Project Cost:**	$47,969.30
Grantee Name:	Kingsville, City of		
Project Title:	Kingsville PD School Shield Program		
Grant Manager:	Shayla Smothers		
Unique Entity Identifier (UEI):	MYHPJ4MJZCL4		

CFDA:	N/A
Federal Awarding Agency:	NA
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2023-SH-ST-0000
Total Federal Award/State Funds Appropriated:	$50,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	This purpose of this funding is to equip peace officers with bullet-resistant shields.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO ACCEPT AND EXPEND CRIMINAL JUSTICE GRANT #4615001 FOR POLICE DEPARTMENT BALLISTIC SHIELDS.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#21

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 083 – CJD Grant					
Revenues					
0000	Non Dept	State Grants	72010	$47,969.30	
0000	Non Dept	Transfer From Fund 001	75001	$2,524.75	
Expenditures					
2102	Police	Minor Equipment	21700	$50,494.05	
Fund 001 – General Fund					
6900	Transfer	Transfer To Fund 083	80083	$2,524.75	
1030	City Spec	Budget Amendment Reserve	86000		$2,524.75

[To amend the City of Kingsville FY 22-23 budget to accept and expend Criminal Justice Grant #4615001 for Police Department ballistic shields. Funding for the grant shortage will be funded with the funds set aside for budget amendments in General Fund.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 9th day of January, 2023.

PASSED AND APPROVED on this the 23rd day of January, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #3

Kingsville Parks & Recreation
400 W. King (mailing)
501 Santiago Park Lane (physical)
Kingsville, Texas 78363
361-221-8705
Susan Ivy, Director
361-219-9125

For Information on events and facilities
www.cityofkingsville.com/department/parks
Email:
sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

December 27, 2022

To: Mark McLaughlin, City Manager
From: Susan Ivy, Parks Director
Re: Agenda Request – Authorize Budget Amendment for Rollover Purchase order for PO#222409R1 for engineered wood fiber waiting to be delivered.

Summary: We are asking City Commission to authorize a Budget Amendment in the Amount of $10,000.00 to fund a Rollover Purchase Order #222409-R1 to Playcore Systems for Engineered Wood Fiber for playgrounds for which we have been waiting on delivery for payment.

History: This purchase order was issued originally in September, 2022 whenwe were notified that we could get the Engineered Wood Fiber Delivered. As it turned out it was not delivered until after October 1, 2022 placing it in a 2022/2023 Budget year transaction. The purchase order was rolled over into the new fiscal year and paid from funds in that line item for Red Dirt. We need to get a budget amendment to rollover the funds to cover this expense so that we can purchase the red dirt we need to prep the ball fields for spring season.

Financial Impact: This will increase the 2023 Park Maintenance fund budget line item -093-5-4503-59100 by the amount of $10,000.00.

We ask that you authorize the Budget Amendment needed to fund this Purchase Order.

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

PURCHASE ORDER

PO Number: 222409-R1 **Date:** 10/01/2022

Requisition #: REQ24278 **Vendor #:** 8414

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

SHIP TO: Susan Ivy
Attn:Susan Ivy
501 Santiago Park Lane
Kingsville, TX 78363

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1	Engineered wood fiber for playgrounds	093-5-4503-59100		10,000.00	10,000.00

Authorized by: _____

SUBTOTAL:	10,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	10,000.00

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

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR THE ROLLOVER EXPENDITURE FOR ENGINEERED WOOD FIBER FOR PARK PLAYGROUNDS.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#23

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 093 – Park Maintenance Fund					
Expenditures					
4503	Park Maint	Grounds & Perm Fixtures	59100	$10,000	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for the rollover expenditure for engineered wood fiber for Park playgrounds. Funding will come from the unappropriated fund balance for the Park Maintenance Fund.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 9th day of January 2023.

PASSED AND APPROVED on this the _____ day of January 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #4

Kingsville Parks & Recreation
400 W. King (mailing)
501 Santiago Park Lane (physical)
Kingsville, Texas 78363
361-221-8705
Susan Ivy, Director
361-219-9125

For Information on events and facilities
www.cityofkingsville.com/department/parks
Email:
sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

December 27, 2022

To: Mark McLaughlin, City Manager
From: Susan Ivy, Parks Director
Re: Agenda Request – Authorize a Budget Amendment to allocate $25,000.00 in fund balance funds from the Golf Course Capital Improvement funds to pay for repairs and improvements to the Pumps at the Pump House and controls for same and equipment rental for mowers.

Summary: We are asking City Commission to authorize the allocation of $25,000.00 from the fund balance for the Golf Course Improvement Fund #026 to pay for pump repairs and control system improvements and equipment rental for mowers needed until new mowers which have been purchased arrive in March 2023.

History: The Pump Station at the Golf Course has deteriorated such that the computer controls have become unstable and not able to be monitored or calibrated. All controls are obsolete and not available to replace. The relief valve has a body cracked and will need to be replaced, all brass controls are deteriorated and will need to be replaced as well. Isolation valve with bolts will be replaced while the valve is removed for replacement. The quote, for $20,700.00, is for replacing the controls and the relief valve, test and calibrate as necessary.
Also, the Golf Course is still waiting on the delivery of some of the equipment ordered from John Deere last year. We have been advised it will arrive in March. Ruben has been renting mowers to maintain the course but the rental of that equipment is not budgeted in his current budget. He estimates and additional $3000 will be needed to pay for the rental fees until March.

Financial Impact: This will increase the 2023 Golf Course Improvement fund budget by $25,000.000 from our available fund balance for this fund to complete this project and fund the equipment rental.

We ask that you authorize the Budget Amendment needed to move funds from the Fund Balance into the Golf Improvement funds. 026-5-4502-59100 line item.

Pumps, Motors & Controls, Inc.
PO Box 841383
Pearland TX 77584

We are an equal opportunity employer

Quote

Date	Quote #
10/31/2022	Q20220410

Name / Address	Ship To
L E Ramey Golf Course 2522 E Escondido Rd. Kingsville, TX 78363	L E Ramey Golf Course 2522 E Escondido Rd. Kingsville, TX 78363 Rubin: 361-592-1101

Terms	Rep	FOB
Due on receipt	DB	PMCI

Item	Description	Qty	U/M	Cost	Total
Service	SCOPE OF WORK: Pumping station has deteriorated to the time that the computer controls have become unstable and not able to be monitored or calibrated. All controls are obsolete and not available to replace. The relief valve has a body cracked and will need to be replaced, all brass controls are deteriorated and will need to be replaced as well. Isolation valve with bolts will be replaced while the valve is removed for replacement. This quote is for replacing the controls and the relief valve, test and calibrate as necessary.	1	ea	0.00	0.00

This quotation is valid for 30 days after the date of this estimate.

Total

Phone #
832-487-9463

Pumps, Motors & Controls, Inc.
PO Box 841383
Pearland TX 77584

We are an equal opportunity employer

Quote

Date	Quote #
10/31/2022	Q20220410

Name / Address	Ship To
L E Ramey Golf Course 2522 E Escondido Rd. Kingsville, TX 78363	L E Ramey Golf Course 2522 E Escondido Rd. Kingsville, TX 78363 Rubin: 361-592-1101

Terms	Rep	FOB
Due on receipt	DB	PMCI

Item	Description	Qty	U/M	Cost	Total
DPU.3VS	PMCI MODEL CP-3VS-120 Control Panel Upgrade for Existing Pump Station Door mounted backpan with HMI and selector switches to interface with existing pump station control panel Designed to utilize existing safety devices 2 Main Pumps and 1 Pressure Maintenance Pump Variable speed pumping station configuration AUTO-SENSORY CONTROLS INCLUDE: Microprocessor Controller with Variable Speed Intelligation Series Software Ethernet ready monitoring system Stainless Steel Pressure Transducer VFD Fault Shutdown with Auto Restart Automatic Ramp-Up Feature to Pressurize Irrigation System Panel Mounted Operator Interface for viewing and/or changing operating conditions Use Existing Electronic Flowmeter Flowmeter totalizers Low Discharge Pressure Safety Shutdown High Discharge Pressure Safety Shutdown Low Water Level Safety Shutdown Individual Run Time Meters	1	ea	15,900.00	15,900.00
10001.0400	Cla-Val, 4" ANGLE, BASIC 100-01, 150#, FLGD **Bare Valve weight 150lbs Pressure relief valve configuration with pilot and control fittings, brass	1	ea	2,850.00	2,850.00
BFV.0400	4" Lugged Type Butterfly Valve with Handle, Blue DI Buna, bolts for both sides	1	ea	175.00	175.00

This quotation is valid for 30 days after the date of this estimate.

Total

Phone #
832-487-9463

Pumps, Motors & Controls, Inc.
PO Box 841383
Pearland TX 77584

We are an equal opportunity employer

Quote

Date	Quote #
10/31/2022	Q20220410

Name / Address	Ship To
L E Ramey Golf Course 2522 E Escondido Rd. Kingsville, TX 78363	L E Ramey Golf Course 2522 E Escondido Rd. Kingsville, TX 78363 Rubin: 361-592-1101

Terms	Rep	FOB
Due on receipt	DB	PMCI

Item	Description	Qty	U/M	Cost	Total
MTECH.10	Labor and Services performed by technician on site. Minimum charge 1 day labor	1	ea	975.00	975.00
HTECH.10	Additional technicians required for services performed with technician; charge for labor at 1 day	1	day	800.00	800.00

This quotation is valid for 30 days after the date of this estimate.

Total $20,700.00

Phone #
832-487-9463

Susan Ivy

From: Ruben Chapa
Sent: Monday, December 19, 2022 10:11 AM
To: Susan Ivy
Subject: Equipment Rental Outlook

Susan,

The cost of renting a greens mower will be $800.00 a month with a $300 delivery and a $300 pick fee. We will need it from January – the end of March when we are supposed to get our two greens mowers and Fairway mower. We received a Pro Gator and a small Gator and a Frontier pull behind rough mower.

Total $ $3000.00

Also Odessa Pumps is coming out tomorrow morning to give a quote on the pump station.

Thank you,

Ruben Chapa

City of Kingsville

Golf Course Manager

361 592 1101

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR GOLF COURSE IMPROVEMENTS.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#20

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 026-Golf Course Maintenance Fund					
Expenditures - 5					
4502	Golf Course	Grounds & Perm Fixtures	59100	$25,000	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for Golf Course improvements. Funding will come from the unappropriated fund balance of Fund 026.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 9th day of January 2023.

PASSED AND APPROVED on this the 23rd day of January, 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #5

CITY OF Kingsville TEXAS

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

Date: December 29, 2022

To: City Commission via City Manager Mark McLaughlin

CC: Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

From: Janine Reyes, Director of Tourism Services

Summary: With the changing course of the Tourism industry during the COVID-19 pandemic, the City of Kingsville Tourism Department increased its already established goals to build on the existing eco-tourism efforts in our community. The King Ranch has been an integral part of this effort, having started its nature tourism program more than 25 years ago. In 2020, the City of Kingsville became a Monarch City USA member and in 2021, Tourism, Parks and Rec and Keep Kingsville Beautiful hosted its first Butterfly Blitz event.

There are currently five Monarch City USA Butterfly Buds Gardens located across our community with plans to further expand those gardens and promote nature tourism through on-line efforts such as iNaturalist posting and sharing.

In a continuing effort to manage the gardens, modernize nature tourism in our community and seek out partnerships that help grow nature tourism events and visits, Tourism recommends replacing a part-time customer service representative with a full-time Eco-Tourism Administrative Coordinator. The person serving in this role network with existing partners while soliciting new partnerships. This role will also be responsible for coordinating clean-ups to help maintain our existing gardens and help manage expectations on new ones. This role will also be expected to help plan and grow our newly developed Butterfly Blitz event series.

This position will replace the existent part-time customer service representative role as this person will continue to assist with day-to-day operations of the Tourism Department.

Financial Impact: The financial impact of replacing a part-time Customer Service Representative with a full-time Administrative Coordinator is $23,015 for the remainder of this fiscal year. The recommended funding source is the unappropriated fund balance for the Tourism Fund.

Recommendation: Staff recommends Commission approve the budget amendment for the personnel change for Tourism.

ADMINISTRATIVE COORDINATOR

Under general supervision of the Tourism Services Director, assists with coordinating and providing information on ecotourism in the Kingsville area. Responsible for assisting the director with administrative duties related to ecotourism attractions and event production, establishing relationships with constituents, and completing assigned tasks independently and collaboratively. Must have ability to interact professionally with ecotourism partners and event promoters. Ability to seek out and secure new partners for facilities and events and must display excellent strategic skills. Point of contact for and during events at City venues and provides necessary customer service while the facilities are in use.

Essential Duties:

- Schedule a variety of events to be attended by the public.
- Coordinates activities for the facilities.
- Solicits and secures volunteers to assist with maintaining Butterfly Buds Gardens.
- Effectively communicates with partners and promoters regarding event expectations.
- Assists in developing content and creating posts for social media
- Research and present potential events.
- Develop and secure strong relationships with ecotourism partners.
- Point of contact and liaison for the City of Kingsville.
- Creates schedules, itineraries, and timelines.
- Assist in budgeting and managing.
- Performs other assigned duties as directed.

Training, Experience, and/or Other Requirements:
Bachelor's degree in biology, environmental studies or similar field. Facilities or event experience required. Display an understanding of event organization and production. Demonstrated attention to detail. Excellent written and verbal communication skills. Regular and reliable attendance. Ability to work well with others in a collaborative team environment. Proven ability to meet deadlines and work on multiple projects simultaneously.

Employee Behavior and Conduct:
City employees shall conduct themselves in a professional manner and shall exhibit and extend such professional conduct appropriate for the circumstances to those with whom they come into contact both internally and externally during the performance of their duties. Examples of professional conduct include, but are not limited to, being communicative, informative, fair, honest and respectful.

All City employees are required in the course and scope of their employment to provide services for the benefit of the general public during emergency situations that threaten the safety of Kingsville's citizens. City employees must be able to work immediately before, during, and/or immediately after an emergency.

All positions require the following: 1) High School diploma or equivalent, 2) valid driver's license 3) satisfactory driving record and 4) proof of eligibility to legally work in the U.S. The successful applicant is required to pass a pre-employment drug screen and background investigation.

Download application at www.cityofkingsville.com. Applications available at City of Kingsville-Human Resources, 400 W. King Avenue, Kingsville, Texas 78363. For more information call 361-595-8017 or e-mail hradmin@cityofkingsville.com EOE.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE ADDITIONAL FUNDING FOR A NEW ADMINISTRATIVE COORDINATOR POSITION FOR TOURISM.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#22

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 002 – Tourism					
Expenditures					
1071	Tourism	Salaries	11100	$23,000	

[To amend the City of Kingsville FY 22-23 budget to appropriate additional funding for a new Administrative Coordinator for Tourism. Funding will come from the unappropriated fund balance for the Tourism Fund.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 9th day of January 2023.

PASSED AND APPROVED on this the _____ day of January 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #6

CITY OF Kingsville TEXAS

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

Date: January 12, 2023

To: City Commission via City Manager Mark McLaughlin

CC: Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

From: Janine Reyes, Director of Tourism Services

Summary: The City of Kingsville was re-certified as a Texas Main Street City in 2011 and has participated in the program every year since. Each year the City enters into a contract with the Texas Historical Commission (THC) for continued participation in the program and pays an annual participation fee. It is time to renew Kingsville's annual commitment to the program.

Background: The mission of the Texas Main Street Program is "to provide technical expertise, resources and support for Texas communities in the preservation and revitalization of historic downtowns and commercial neighborhood districts." Local Main Street programs focus on responsibly utilizing a community's historic assets for economic benefit and increased quality of life.

Texas Main Street has a staff of eight dedicated solely to serving the 90 communities that currently participate in the program. These staff members provide a variety of specialized services in the areas of localized economic development, professional design services (architect, project designers); program capacity building and maintenance, planning and small business assistance. In addition, the Texas Historical Commission provides Main Street Managers and Main Street Board members free training opportunities throughout the year. These services come at no cost beyond the program's annual participation fee. Being a Main Street community also opens us up to special grant opportunities.

Financial Impact: The 2023 annual fee for participation in the Texas Main Street Program is $535. The funding will come from Membership & Dues Tourism Fund already budgeted.

Recommendation: Staff recommends that the City continue to participate in the Texas Main Street Program.

RESOLUTION NO. 2023-_____

A RESOLUTION AUTHORIZING THE CITY OF KINGSVILLE TO CONTINUE PARTICIPATION IN THE TEXAS MAIN STREET PROGRAM, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TEXAS MAIN STREET LOCALLY DESIGNATED PROGRAM 2023 CONTRACT, AND DESIGNATING DOWNTOWN MANAGER ALICIA TIJERINA AS THE MAIN STREET PROGRAM MANAGER FOR THE CITY OF KINGSVILLE TO COORDINATE PROGRAM ACTIVITIES.

WHEREAS: The Texas Main Street Program of the Texas Historical Commission has been created to assist small cities to develop a public/private effort to revitalize their "Main Street" area, and Kingsville was selected in 2011 to participate in the Texas Main Street Program, has participated since then, and would like to continue to participate in 2023; and,

WHEREAS: The City of Kingsville desires to maintain its designation as a Texas Main Street to assist with the improvement and revitalization of our downtown area; and,

WHEREAS: The City Manager needs to execute the Texas Main Street Locally Designated Program 2023 Contract on behalf of the City to continue participation in this program, as well as the Trademark Sublicense Agreement; and,

WHEREAS: The City of Kingsville has hired Alicia Tijerina as the Downtown Manager to assist the City with overseeing the "Main Street" area and the Texas Main Street Program.

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

SECTION 1. That the City of Kingsville will continue participation in the 2023 Main Street Program with the specific goal of revitalizing the central business district within the context of the preservation and rehabilitation of its historic buildings.

SECTION 2. That the City of Kingsville will provide an adequate budget to employ a full-time Main Street Program Manager for a minimum of three years from its original designation date in 2011, which it has done, and provide funds for the training of the Main Street Program Manager and the operating expenses of the program.

SECTION 3. That the City Manager be authorized to execute the Texas Main Street Locally Designated Program 2023 Contract on behalf of the City of Kingsville as well as the Trademark Sublicense Agreement.

SECTION 4. That Alicia Tijerina, the City's Downtown Manager, be designated to supervise the Main Street Manager activities.

SECTION 5. That this Resolution shall be and become effective on or after adoption.

PASSED, APPROVED, AND ADOPTED by a majority vote of the City Commission this 23rd day of January, 2023.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

DocuSign Envelope ID: C09A1E74-0470-4E86-96C7-BBA8E58FD01A

TEXAS HISTORICAL COMMISSION

Texas Main Street Locally Designated Program 2023 Contract

I. PARTIES TO THE CONTRACT

This contract and agreement concerning **Kingsville Main Street Program** **("Agreement")** is entered into between the **City of Kingsville** (hereinafter referred to as **"Participant"**) and the **Texas Historical Commission** (hereinafter referred to as **"THC"**). **Kingsville Main Street Program** (hereinafter referred to as **"Local Program"**) is part of a larger program within the **Texas Main Street Program** (hereinafter referred to as **"TMSP"**), as defined in 13 TAC sec. 19.3(1), wherein the Participant qualifies as a **Texas Main Street Small City,** as defined in 13 TAC sec. 19.3. The purpose of the Local Program is to assist Participant with the development, revitalization, restoration, and preservation of its historic downtown or commercial neighborhood districts in accordance with the national Main Street Approach. This Agreement shall be governed by Texas Government Code, Section 442.014, and Texas Administrative Code, Title 13, Part 2, Chapter 19.

II. NATIONAL MAIN STREET CENTER BRAND AND NETWORK

This Agreement constitutes a designation of Participant as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)) and allows the use of the National Main Street Center, Inc. brand, including MAIN STREET AMERICA™ controlled by National Main Street Center, Inc. 53 West Jackson Blvd., Suite 350 Chicago IL 60604. If Participant's participation in the TMSP ceases, Participant may no longer use the term 'Main Street' to describe its local development, restoration, and preservation program; nor utilize or display the trademarks or branding of the National Main Street Center, Inc. The designation as a Texas Main Street City allows for full participation in the TMSP network, which includes eligibility to receive Texas Main Street publications and participate in Texas Main Street networking opportunities. Designated Texas Main Street Cities, such as Participant, shall execute and submit to the TMSP office the National Main Street Center's Trademark Sublicense Agreement ("TM Sublicense Agreement"), which grants the right to use the registered trademark, logos and brand of National Main Street Center's membership program - MAIN STREET AMERICA™. Participant hereby agrees to, and shall comply with, all terms and conditions of the TM Sublicense Agreement, which is attached hereto as Exhibit A, and incorporated herein by reference. Additionally, Participant acknowledges and agrees that in the event National Main Street Center develops and/or releases an updated TM Sublicense Agreement ("Updated TM Sublicense Agreement") during the Term of this Agreement, Participant shall be required to execute, and comply with, the Updated TM Sublicense Agreement or otherwise be subjected to termination pursuant to the terms of VII. (B) below. In the event National Main Street Center develops and/or releases an Updated TM Sublicense Agreement, THC will provide Participant with sixty (60) days' notice for Participant to consider, prepare and execute an updated Sublicense Agreement. Furthermore, the parties acknowledge and agree that the execution of such Updated TM Sublicense Agreement shall not require amendment of this Agreement and shall become part of this Agreement upon its execution. In the event of conflict between multiple TM Sublicense Agreements, the most recently executed version shall control.

III. RESPONSIBILITIES OF THE PARTICIPANT AND LOCAL PROGRAM

A. Local Program Staffing and Leadership.

In operation of the Local Program, Participant shall employ a full-time paid program manager who will attend at least two professional development segments annually as outlined in subsection B below. A Texas Main Street Urban City (as defined by 13 TAC 19.3(4)) shall additionally employ a full-time assistant program manager who shall also participate in the professional development under subsection B below.

If necessary and subject to TMSP approval, a Texas Main Street Small City may, after the first three years of participating in the TMSP, permit the program manager position to also perform specific economic development, tourism, and other relevant duties while remaining as a full-time paid program manager.

For the purposes of this Agreement, full-time employment means that the program manager works at least forty (40) hours per week dedicated toward the Local Program and downtown revitalization. Employees of the Participant shall be subject to the sole control and direction of the Participant. Participant shall move forward in an efficient manner to fill a program manager vacancy. Participant shall notify the TMSP immediately upon vacancy, identify an interim Local Program contact, and keep TMSP apprised monthly of progress in filling vacancies. Lengthy periods of staff vacancies may demonstrate a failure to adequately staff the program per Stipulation E Probation.

Participant shall establish and maintain a Main Street local advisory board to direct priorities of the program, provide human and fiscal support to program planning and activities, and advocate for the livelihood of the local program. Board will have a chair who is the primary spokesperson for the board and the primary point of contact for program manager. Make-up and duties of this board are to be defined locally by Participant with consultation from local program stakeholders.

B. Professional development.

The program manager will attend at least two professional development opportunities in their entirety, per year, from the list below:

1. Real Places: Preserving Texas History Conference of the THC.
2. TMSP basic training orientation series for new program managers.
3. TMSP annual professional development retreat for all program managers.
4. National Main Street Now Conference.
5. Certification programs of MAIN STREET AMERICA™.
6. Texas Downtown Conference of the Texas Downtown organization.
7. PastForward Conference of the National Trust for Historic Preservation.

With prior THC approval, experienced program managers may request to substitute an equivalent historic preservation, downtown revitalization, or economic development course, for one of the above opportunities. New program managers shall complete the TMSP basic training orientation series within their first three months of employment. If there is an assistant Main Street employee in addition to the program manager/s referenced above, that

person should also attend at least one segment of Main Street professional development annually.

If a replacement program manager is hired during this contract period who has not previously attended TMSP basic training or without significant Main Street knowledge and experience as determined by TMSP, the manager is required to complete one TMSP basic training orientation series. A $500 training fee shall be charged to Participant for the training series required under these circumstances.

To help ensure an effective Local Program, board members and volunteers are encouraged to attend TMSP educational opportunities or to contact TMSP for on-site training. No training fee is charged for their participation.

C. Commitment.

Participant agrees to carry out their Local Program work according to the Main Street Approach as promulgated by the National Main Street Center and displayed at https://www.mainstreet.org/mainstreetamerica/theapproach. Participant agrees to incorporate into their Local Program work, the following Main Street Community Accreditation Standards:

1. Broad-based Community Commitment
2. Leadership & Organizational Capacity
3. Diverse and Sustainable Funding
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Result

D. Reporting.

To measure progress, Participant shall track reinvestment statistics and quarterly activity in an approved format submitted to the TMSP office by the 10th of the month following the end of each calendar quarter. Even if there has not been reinvestment or activity in a quarter, Participant shall still submit a report noting such. Additionally, Participant shall submit an annual accreditation report that includes an evaluation of the Local Program implementation of the Main Street Community Accreditation Standards outlined in Section III. C. above for the previous calendar year.

E. Probation.

Participant agrees that their Local Program may be placed on probation, which may result in the suspension of TMSP services or possible removal from the TMSP, for any of the following reasons:

1. Failure to submit an annual accreditation report pursuant to Section III. D above;
2. Failure to achieve accreditation objectives more than two (2) consecutive years;
3. Failure to submit activity reports for more than two (2) consecutive quarters;
4. Failure to submit reinvestment reports for more than two (2) consecutive quarters;
5. Failure to adequately staff or fund the program;
6. Failure to abide by this Agreement.

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THC shall notify Participant in writing prior to implementing probation in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19. In the case of probation, Participant will work with the THC's State Coordinator or delegate to overcome any deficiencies. THC may terminate the Local Program's participation in the TMSP if Participant fails to remediate identified deficiencies within a reasonable time. No fees will be refunded in cases of probation and any outstanding fees under this Agreement will remain due. During probationary status, the stipulations called for in sections III and IV of this Agreement may be temporarily altered or suspended upon THC's discretion.

F. National Main Street America ™ membership.

Participant shall budget for and maintain membership in the National Main Street Center.

IV. SERVICES TO BE PERFORMED BY TMSP

A. On-site visits and technical expertise.

TMSP services are available to designated Texas Main Street Cities in good standing and will be delivered in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19 subject to available THC resources. issues. Services may include, but are not limited to: consultations, trainings, or site visits to address design, organization, promotion, economic vitality, and historic preservation.

B. Assistance Securing a Main Street Manager.

Should a replacement program manager be needed, the TMSP office can assist with elements of the hiring process, including job description examples, job posting options, and interview questions. Upon Participant's request, the TMSP office may assist in the hiring process; however, the responsibility for selection, salary, employment and employee-related legal matters will remain with Participant. Participant is responsible for, and shall hold THC and TMSP harmless from, all acts and omissions of its managers and all of its employees, agents, representatives, contractors and/or subcontractors.

V. GENERAL TERMS AND RESPONSIBILITIES.

A. Confidentiality and Public Information Act.

Notwithstanding any provisions of this Agreement to the contrary, Participant and THC will comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. THC and Participant agree to notify each other in writing within a reasonable time from receipt of a request for information related to Participant's work under this Agreement. Participant and THC will cooperate in the production of documents responsive to the request. Participant will notify THC within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Agreement. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Subject to the Texas Public Information Act, Participant agrees to maintain the confidentiality of

information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information.

B. Dispute Resolution.

The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by THC and Participant to resolve any dispute arising under the Agreement.

If Participant's claim for breach of Agreement cannot be resolved in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Participant shall submit written notice, as required by Chapter 2260, to the individual identified in the Agreement for receipt of notices. Compliance by Participant with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is Participant's sole and exclusive process for seeking a remedy for an alleged breach of Agreement by THC if the parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Agreement by Participant and THC nor any other conduct of any representative of the Participant or THC relating to the Agreement shall be considered a waiver of sovereign immunity to suit by THC or any governmental immunity to which Participant is otherwise entitled under Texas law.

C. Indemnification.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PARTICIPANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND THE TM SUBLICENSE AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OFFICE OF THE ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THC AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY

CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF PARTICIPANT PURSUANT TO THIS AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PARTICIPANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

D. Independent Contractor.

Participant or Participant's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing goods or services. Participant or Participant's employees, representatives, agents and any subcontractors shall not be employees of THC. Should Participant subcontract any of the services required in this Agreement, Participant expressly understands and acknowledges that in entering into such subcontract(s), THC is in no manner liable to any subcontractor(s) of Participant. In no event shall this provision relieve Participant of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement and the TM Sublicense Agreement or Updated TM Sublicense Agreement.

E. Ownership of Intellectual Property.

For the purposes of this Agreement, the term "Work Product" is defined as all reports, analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, knowledge, know-how, ideas, improvements, plans, advice, research, materials, intellectual property or other property developed, produced, or generated in part or in full by THC and/or in cooperation with Participant, in connection with this Agreement. Work Product specifically excludes pre-existing material owned by Participant, or material developed during the Term of this Agreement independently and exclusively by Participant without any THC involvement or contribution, and that does not include or incorporate any Work Product or Work Product components ("Independent Participant Material"). All Work Product generated pursuant to this Agreement is made the exclusive property of THC. All right, title and interest in and to said Work Product shall vest in THC upon creation and shall be deemed to be, and is expressly intended by the parties to be, a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such Work Product may not, by operation of law, vest in THC, or such Work Product may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to THC. THC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the Work Product subject matter, and any extensions and renewals thereof.

Furthermore, if and to the extent THC provides Participant any Work Product and/or other property owned by THC ("THC Property") to assist Participant to further the Local Program and the purpose of this Agreement, THC hereby grants Participant, commencing

upon the date that Participant is designated as a Texas Main Street City, a nonexclusive, revocable, worldwide, fully paid, royalty-free, license, for the Term of this Agreement while Participant remains designated as a Texas Main Street City, to reproduce, modify, distribute, publicly perform, publicly display and use the THC Property only to the extent such use is in furtherance of the Local Program. To the extent Participant provides any Independent Participant Material to THC in connection with this Agreement, Participant hereby grants THC, and THC accepts, a nonexclusive, perpetual, irrevocable, worldwide, fully paid, royalty-free license to use, reproduce, copy, modify distribute, publicly perform, publicly display, store, post on the Internet and creative derivative works of such Independent Participant Material, and to sublicense and transfer such Independent Participant Material to third parties to use in accordance with these license terms for THC purposes.

F. State Auditor.

In addition to and without limitation on the other audit provisions of this Agreement, and to the extent applicable, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Participant or any other entity or person receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Participant or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Participant or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Participant further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Participant shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Participant and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Participant related to this Agreement.

G. Assignment.

Participant may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it, without the prior written consent of THC. Any attempted assignment in violation of this provision is void and without effect.

VI. CONTRACT AMOUNT

In accordance with Texas Government Code, sec.442.014(d) and 13 TAC sec.19.5(d), Participant shall pay THC a fee in the amount of ** **$535.00** to defray cost of staff time and expenses for services provided under the Local Program. THC shall invoice for the fee and Participant shall tender payment within 60 days.

VII. TERM and TERMINATION

A. Term.

This Agreement begins upon the latest date the Agreement becomes fully executed by individuals who have the authority to bind the party on whose behalf he or she is signing ("Effective Date") and shall expire on December 31, 2023 unless terminated at an earlier date pursuant to subsection B below.

B. Termination.

1. Either party shall have a right to terminate all performances to be rendered under this Agreement by notifying the other party in writing at least ten (10) days in advance of the termination date.
2. In the event Participant refuses or fails to execute any Updated TM Sublicense Agreement pursuant to the terms of Section II. above within sixty (60) days of receipt thereof, THC shall have the right to immediately terminate this Agreement by written notice to the Participant.
3. Upon termination of this Agreement under subsections 1 and 2 above, Participant will no longer be designated as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)), and will no longer be allowed the use of any Work Product or THC Property, as defined herein, or the registered trademark, logos and brand of National Main Street Center's membership program MAIN STREET AMERICA™. In such event, Participant agrees to return to THC any Work Product and THC Property in its possession.
4. No funds paid under Section VI. Above shall be refunded in any case of termination.

VIII. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be in writing and signed by both parties.

IX. APPLICABLE LAW AND VENUE; NO WAIVER; SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

Nothing in this Agreement shall be construed as a waiver of THC's sovereign immunity or any governmental immunity to which Participant is entitled under Texas law. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

X. PROHIBITED FOREIGN BUSINESSES

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Participant hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.

XI. FORCE MAJEURE

THC shall not be responsible for performance under this Agreement should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of THC.

Participant shall not be liable to THC for non-performance or delay in performance of a requirement under this Agreement if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of Participant, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the above paragraph, Participant will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and Participant continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Participant shall immediately notify the THC's State Coordinator by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

XII. NOTICES.

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC.:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:
City of Kingsville, City Manager
P.O. Box 1458
Kingsville, TX 78364

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS AGREEMENT.

_____ Date: _____
Authorized Signature
(City Manager, Mayor, or Board Chair)

Signer title: City Manager

Signer printed name: Mark McLaughlin

Signer address: 400 W. King Ave., Kingsville, TX 78363 or address above

Signer phone: (361) 595-8002

_____ Date: _____
Amy Hammons, State Coordinator
Texas Main Street Program
P.O. Box 12276 Austin, TX 78711
512-463-5758 amy.hammons@thc.texas.gov

_____ Date: _____
Mark Wolfe, Executive Director
Texas Historical Commission
P.O. Box 12276 Austin, TX 78711
512-463-6100

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Exhibit A

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between Texas Historical Commission ("**Coordinating Program**") and City of Kingsville, TX ("**Sublicensee**"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Affiliate level. Sublicensee is also located within the CoordinatingCoordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

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2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

i. **MAIN STREET AMERICA™ word and logo marks**. The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Affiliate membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Affiliate Level:

MAIN STREET AMERICA™
Affiliate

As a Main Street America Affiliate™, INSERT PROGRAM NAME HERE is part of a national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development.

ii. **NATIONAL MAIN STREET CENTER® word and logo marks**. The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:

National Main Street Center
a subsidiary of the National Trust for Historic Preservation

iii. **MAIN STREET® word mark**. The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Affiliate level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized

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presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2023, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Affiliate level with NMSC. The requirements of this membership are currently available at: http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

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7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Affiliate Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

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13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To CoordinatingProgram:
Name: Texas Historical Commission
Address: PO Box 12276
Austin, TX 78711-2276
Phone: 512-463-5758
Email: amy.hammons@thc.texas.gov

To Sublicensee:
Name: City of Kingsville - City Manager
Address: P.O. Box 1458
Kingsville, TX 78364
Phone: (361) 595-8002
Email: markmclaughlin@cityofKingsville.com

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program	**Sublicensee**
By: _____	By: _____
Name, Title	Name, Title Mark McLaughlin, City Manager
Date: _____	Date: _____

AGENDA ITEM #7

City of Kingsville
Police Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: January 15, 2023

SUBJECT: 2024 Local Border Security Program (LBSP)

Summary:
The Kingsville Police Department has been invited to participate in the 2024 Local Border Security Program (LBSP). The grant period is from 09/01/2023 to 08/31/2024.

Background:
The Public Safety Office (PSO) is soliciting grant applications under the Local Border Security Program (LBSP) for projects that support Operation Border Star during state fiscal year 2024. Operation Border Star centers on the use of intelligence to increase the effectiveness of federal, state, and local law enforcement assets. The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques
for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Protection

(USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.

- Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
- Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- Increase intelligence-based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.
- Aid in the humane retrieval and processing of the remains of undocumented migrants.

Financial Impact:
The grant for "Operation Border Star" is a reimbursement type but does not require any cash match. We are requesting funds to cover personnel costs, fuel, and equipment.

Recommendation:
We would request a resolution authorizing applying for, participation, acceptance of funds, and a budget amendment when awarded. Please place this on the next available agenda. Thank you for your assistance regarding this matter.

Office of the Governor, Public Safety Office
Homeland Security Grants Division
Funding Announcement: ***Local***
Border Security Program (LBSP), FY2023

Purpose

The Public Safety Office (PSO) is soliciting grant applications under the Local Border Security Program (LBSP) for projects that support Operation Border Star during state fiscal year 2023.

Operation Border Star centers on the use of intelligence to increase the effectiveness of federal, state, and local law enforcement assets. The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

1. Increase the effectiveness and impact of Steady State and Surge Operations.
2. Reduce border-related criminal activity in Texas.
3. Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
4. Decrease the supply of drugs smuggled into and through Texas from Mexico.
5. Disrupt and deter operations of gang and cartel criminal organizations.
6. Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
7. Decrease use of specific areas for crime as targeted in directed action missions.
8. Increase the effectiveness of air operations mission planning and prioritization.
9. Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Protection (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.
10. Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
11. Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
12. Increase intelligence-based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.

Available Funding

State funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 20 for Trusteed Programs within the Office of the Governor. All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

1. Units of local government; and
2. Federally Recognized Native American tribes.
3. Eligible applicants must be located in a County within one of the six DPS Joint Operations and Intelligence Centers (JOIC) Regions including:

a) **El Paso JOIC** – El Paso County.

b) **Coastal Bend JOIC** – Aransas County, Bee County, Calhoun County, Dewitt County, Goliad County, Gonzales County, Guadalupe County, Jackson County, Jim Wells County, Karnes County, Kleberg County, Lavaca County, Live Oak County, Matagorda County, McMullen County, Nueces County, Refugio County, San Patricio County, Victoria County, and Wharton County.

c) **Marfa JOIC** – Brewster County, Culberson County, Hudspeth County, Jeff Davis County, Pecos County, Presidio County, Reeves County, and Terrell County.

d) **Del Rio JOIC** – Dimmit County, Edwards County, Kinney County, Maverick County, Real County, Uvalde County, Val Verde County, and Zavala County.

e) **Laredo JOIC** – Duval County, Frio County, Jim Hogg County, La Salle County, Webb County, and Zapata County.

f) **Rio Grande Valley JOIC** – Brooks County, Cameron County, Hidalgo County, Kenedy County, Starr County, and Willacy County.

Application Process

Applicants must access the PSO's eGrants grant management website at https://eGrants.gov.texas.gov to register and apply for funding. For more instructions and information, see *eGrants User Guide to Creating an Application*, available here.

Key Dates

Action	Date
Funding Announcement Release	01/14/2022
Online System Opening Date	01/14/2022
Final Date to Submit and Certify an Application	03/18/2022 at 5:00pm CST
Earliest Project Start Date	09/01/2022

Project Period

Projects selected for funding must begin on or after September 1, 2022 and expire on or before August 31, 2023.

Funding Levels

Minimum: None

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards (TxGMS), Federal Uniform Grant Guidance, and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. **PERSONNEL - OVERTIME**

   a) Overtime for increased patrol and/or investigative capacity for certified peace officers.

b) Overtime for law enforcement support personnel. These costs may include overtime for personnel necessary to support officers that are on patrol and participating in border security operations, such as Jailer overtime, or Communications Officer/Dispatcher overtime, necessary to maintain a safe Officer to Dispatcher ratio.

c) Overtime for non-exempt administrative personnel supporting border security grants.

d) Overtime for law enforcement support and administrative personnel should be limited and anything greater than 10% may not be funded or may require significant additional data and justification.

e) Applicants must provide a copy of the local overtime policy as approved by its governing board. This policy will be considered the official policy for grant purposes and must be used throughout the grant period. The policy must:

   i. Clearly describe how overtime will be calculated;
   ii. Be consistent with the agency's local overtime policy;
   iii. Treat overtime for grant-paid personnel the same as non-grant paid personnel.

f) Project Overtime (OT) shall be reimbursed following the grantee's overtime policy and the requirements as stated below:

   i. OT is time actually worked that exceeds the required number of hours during an employee's designated work period, as per grantee's policies and procedures.
   ii. OT must be worked to support border security operations.
   iii. The project OT rate shall be no more than one-and-one-half (1.5) times the employee's regular pay rate.
   iv. Exempt salaried employees working border security operations may be reimbursed for overtime only if the grantee's overtime policy specifically allows for this.
   v. HSGD will only reimburse the grantee for OT that does not exceed a total of 16 hours worked (regular plus OT) during any 24-hour period.

2. **PERSONNEL - REGULAR or STRAIGHT-TIME**

   a) Augmentees: Personnel costs for law enforcement personnel who are not regular employees of a funded agency, but are brought on as needed to specifically cover border security operations so that there can be a force multiplier during a period of "surge."

   b) Regular time for law enforcement personnel working border operations. Grant funds must be used to supplement existing funds and not supplant funds that have been budgeted for the same purpose.

   c) Part-time to Full-Time: Personnel costs for part-time law enforcement personnel in order to bring them to temporary full-time status.

   d) Regular time for administrative personnel supporting border security grant activities.

3. **EQUIPMENT**: Costs for equipment, or the rental of equipment, which will benefit the border security mission and will be routinely utilized during border security operations.

4. **SUPPLIES and DIRECT OPERATING EXPENSE**: Certain operational costs are also allowable, such as vehicle operating costs or costs for minor emergency repairs as described below, or for other services pre-approved by the HSGD that are critical to success of the program.

   a) The cost of fuel, lubricants, and minor emergency repairs or maintenance for vehicles, aircraft, boats, generators, and similar equipment used during the hours in which grant-funded staff are working.

   b) Only actual expenses supported by invoiced gas, oil, and repair or maintenance receipts may be reimbursed under this grant.

c) Maintenance costs must be prorated to show the usage of vehicles or equipment for regular law enforcement duties as compared to usage while officers are working grant-paid patrols.

d) The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipment used in program operations is allowable.

Program-Specific Requirements

1. Eligible applicants must agree to perform the following activities:

   a) Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOIC).

   b) Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.

   c) Report significant border-related events that occur during each 24-hour period.

   d) Conduct enhanced law enforcement patrolling activities.

   e) Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.

   f) Identify significant border-related trends or areas of interest that may be developed into focus areas for future operations.

   g) Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.

   h) Conduct Steady State operations and respond to calls for service.

   i) Integrate air, ground, marine, and remote operations.

2. Eligible applicants must agree to submit information on incidents using the Border Incident Assessment Report (BIAR).

   The grantee shall report all border-related events to the JOIC using the BIAR. BIAR reporting shall include events that occur during Enhanced Operation activities AND events that occur during Steady State activities. Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or the number of investigative bodies. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission, such as organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, human trafficking, human smuggling, home invasions with a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, vehicle thefts, or drug trafficking.

   The BIAR is the primary incident and information-reporting tool for the grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within 24 hours of the end of shift and/or the timeframes established by the JOIC.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training

programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

   Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

   Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to https://fedgov.dnb.com/webform).

6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://sam.gov/.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may **not** be used to support the unallowable costs listed in the Guide to Grants or any of the following unallowable costs:

1. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;

2. Lobbying;
3. Any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. Backfill costs for personnel participating in operations;
5. Vehicles or equipment for government agencies that are for general agency use;
6. Weapons, ammunition, tasers, or explosives;
7. Admission fees or tickets to any amusement park, recreational activity or sporting event;
8. Promotional gifts;
9. Food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel;
10. Membership dues for individuals;
11. Any expense or service that is readily available at no cost to the grant project;
12. Any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
13. Fundraising;
14. Construction;
15. Medical services;
16. Legal services for adult offenders; and
17. Any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: The Office of the Governor will screen all applications to ensure that they meet the requirements included in the funding announcement.

Peer/Merit Review: Applications will be reviewed by PSO staff in consultation with DPS Regional JOIC representatives. Funding decisions will be based on eligibility and operational content, which includes, but is not limited to, the following:

1. Compliance – Past compliance with grant requirements, reporting, and information sharing.
2. Performance – Impact and effectiveness of the Applicant's participation in previous border security operations or activities, and effectiveness in using grant funds awarded for border security.
3. Risk – The Applicant's need as indicated by data available on border-related criminal activity, population, number of officers, and other factors.
4. Other Funding – The Applicant's history of applying for, receiving, and/or effectively utilizing other sources of funding available to support border security activities (e.g. Operation Stonegarden).

Final Decisions: The Executive Director will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, or state government priorities and strategies.

The Office of the Governor may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, the Office of the Governor may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

RESOLUTION #2023-_____

A RESOLUTION AUTHORIZING PARTICIPATION IN LOCAL BORDER SECURITY PROGRAM FY2024 FROM THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE HOMELAND SECURITY GRANTS DIVISION FOR LAW ENFORCEMENT PERSONNEL COSTS, FUEL, AND EQUIPMENT; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Local Border Security Program (LBSP) FY2024 has funding to provide additional manpower by local law enforcement agencies for state led border security enhancement operations for improved border security via a grant to local law enforcement agencies for payment of personnel costs, fuel, and equipment for local law enforcement officers (commissioned peace officers); and

WHEREAS, the Office of the Governor is providing grants through funding from Local Border Security Program FY2024; and

WHEREAS, the City of Kingsville has previously applied for similar grants for the reimbursement of law enforcement personnel costs, fuel, and equipment that will assist with improved border security through enhanced patrolling of the roadways through our city, especially US 77/I-69; and

WHEREAS, the City agrees to provide the applicable matching funds for the said project, if any, as required by the Office of the Governor for the Local Border Security Grant Program grant application; and

WHEREAS, the City agrees that in the event of loss or misuse of the Office of the Governor grant funds, the City of Kingsville City Commission assures that the funds received through the grant will be returned to the Office of the Governor in full;

WHEREAS, the City Commission of the City of Kingsville designates the Kingsville Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

I.

THAT the City authorize the Kingsville Police Department through the Chief of Police to participate in Local Border Security Program FY2024 and to seek reimbursement for the

allowed expenses of law enforcement personnel costs, fuel, and equipment necessary to assist with improved border security in our area in conformance with this program. The City is approving the application and acceptance of any LBSP grant funds that the Office of the Governor, Public Safety Office, Homeland Security Grants Division allows for the period of performance of September 1, 2023 through August 31, 2024.

II.

THAT the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to Local Border Security Program FY2024 including any certifications, amendments or representations stipulated therein and that the Chief of Police will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program.

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 23rd day of January, 2023.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #8

Action Item

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8093

MEMO

Date: January 18, 2023

To: Mark McLaughlin (City Manager)

From: Uche Echeozo (Director of Planning and Development Services)

Subject: **Jonelle Qualia MAN MBR, Owner/Applicant; requesting the replat of 3rd, BLOCK 15, LOTS 25, 26, 27 and 28, also known as 612 E. Richard Avenue, Kingsville, Texas. 78363**

The Planning and Zoning Commission meeting held as scheduled this evening, January 18, 2023, with 5 members in attendance.

Members deliberated over the issue of granting approval for a re-plat of 3rd, BLOCK 15, LOTS 25, 26, 27 and 28, also known as 612 E. Richard Avenue, Kingsville, Texas to enable the applicant create two separate lots with two separate addresses. Letters were sent out to neighbors and the City received no feedback. Commissioners, after deliberations, voted to approve the recommendation to replat the one lot into two lots. A recorded vote of all members present was taken and Commissioners Brian Coufal, Debbie Tiffee, Mike Klepac, Larry Garcia and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 6.05 p.m.

Thank you.

Uche Echeozo
Director of Planning and
Development Services

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8093

MEMO

Date: January12, 2023

To: Planning and Zoning Commission Members

From: Uche Echeozo (Director of Planning and Development Services)

Subject: **Jonelle Qualia MAN MBR, Owner/Applicant; requesting the replat of 3rd, BLOCK 15, LOTS 25, 26, 27 and 28, also known as 612 E. Richard Avenue, Kingsville, Texas. 78363**

The applicant approached the department because they wanted to re-plat the existing property, subdividing it into two lots. The proposal as presented to the department would involve creating two properties each with their own address. Two buildings are currently on the property, but the re-plat would ensure each house has its own defined boundary. The property is currently zoned R1 – Single-family Residential.

Consequently, this application is being submitted for your consideration. The department has reviewed the application and has found no adverse impact on the environment and the development complies with the relevant codes and Ordinances. Therefore, it is recommended that you consider the said application and approve same since this will encourage housing development within the city of Kingsville.

Thank you.

Uche Echeozo
Director of Planning and
Development Services

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address 612 E. RICHARD STREET Nearest Intersection 10th STREET

(Proposed) Subdivision Name THIRD ADDITION Lot 25, 26, 27, 28 Block 15

Legal Description: LOT 25 & 26, 27, 28, BLK 15, THIRD ADDITION

Existing Zoning Designation RESIDENTIAL Future Land Use Plan Designation SAME

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent JONELLE QUALIA MAN MBR Phone 361-960-6565 FAX 361-992-6565

Email Address (for project correspondence only): jqualia2000@yahoo.com

Mailing Address 6710 HOLLY ROAD City CORPUS CHRISTI State TX Zip 78412

Property Owner JENINOSE PROPERTIES LLC Phone SAME FAX

Email Address (for project correspondence only):

Mailing Address SAME City State Zip

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

__Annexation Request	No Fee	__Preliminary Plat	Fee Varies
__Administrative Appeal (ZBA)	$250.00	__Final Plat	Fee Varies
__Comp. Plan Amendment Request	$250.00	__Minor Plat	$100.00
__Re-zoning Request	$250.00	✓Re-plat	$250.00
__SUP Request/Renewal	$250.00	__Vacating Plat	$50.00
__Zoning Variance Request (ZBA)	$250.00	__Development Plat	$100.00
__PUD Request	$250.00	__Subdivision Variance Request	$25.00 ea

Please provide a basic description of the proposed project:
OUR COMPANY NEEDS TO DIVIDE THESE 2 ADDRESES

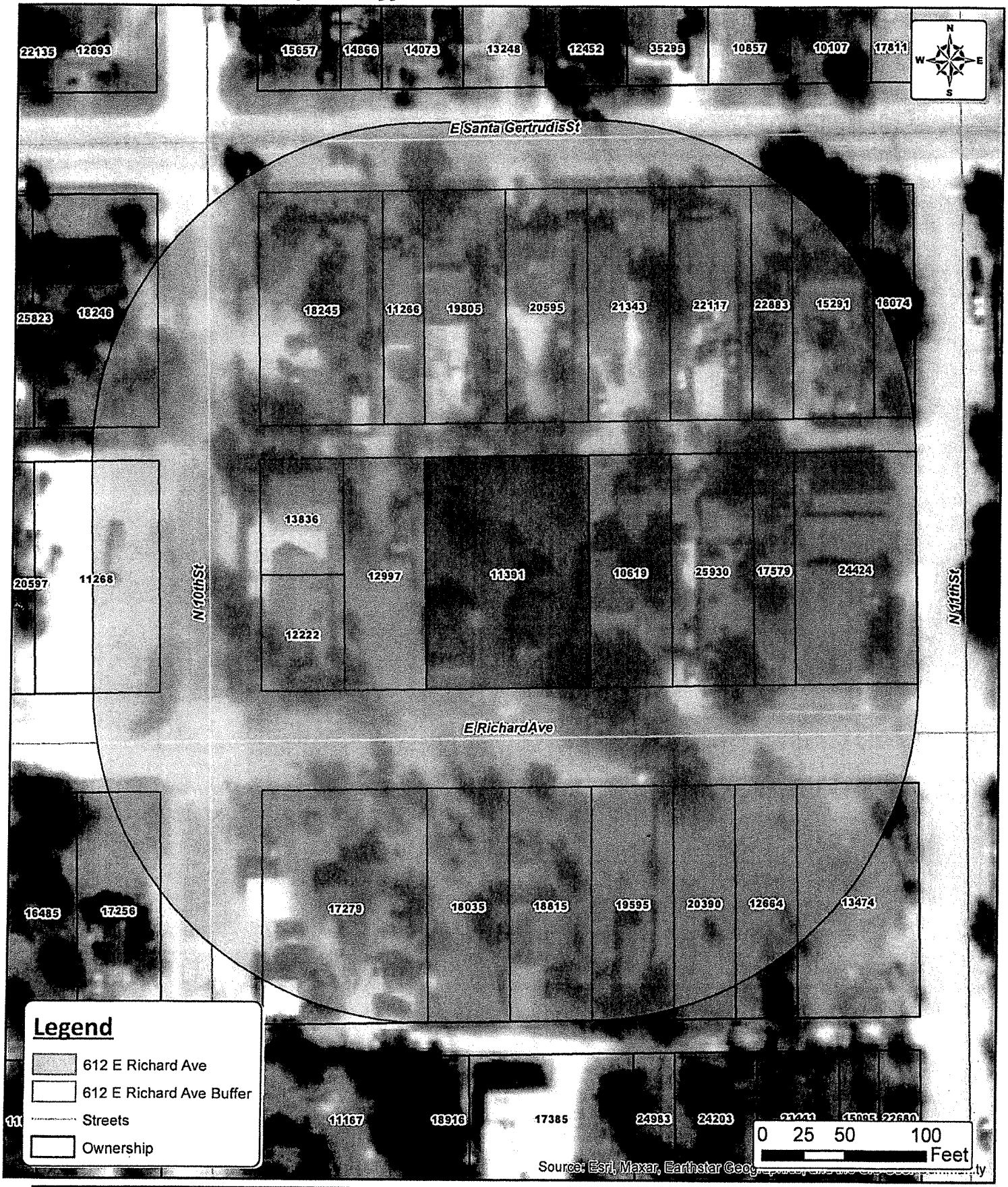
I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature Jonelle Qualia Date: 12.7.22

Property Owner's Signature Date:

Accepted by: Date: 12/14/2022

200 ft Buffer at 612 E Richard Ave



Page: 1/1	Drawn By: G. AMAYA Last Update: 12/8/2022 Note: Ownership is labeled with their PROP ID's	DISCLAIMER: THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	CITY OF Kingsville TEXAS **CITY OF KINGSVILLE** **ENGINEERING DEPARTMENT** 400 W King Ave; Kingsville, TX 78363 Office: (361) 595-8007 Fax: (361) 595-8064

Trevino Judith
AKA Judith Trevino Ochoa
601 E Santa Gertrudis
Kingsville, TX 78363
#18245

Orta Eva M Est
AKA Eva M Canals Est
Belinda Garcia (Ind Exec)
1917 Southpark Dr
Kingsville, TX 78363
#11266

Martinez Raul
611 E Santa Gertrudis St
Kingsville, TX 78363
#19805

Rodriguez Rolando
Etux Delia Esther
613 E Santa Gertrudis
Kingsville, TX 78363
#20595

Velasco Jesus
Etux Idalia
619 E Santa Gertrudis
Kingsville, TX 78363
#21343

Vidaurri Isaac
623 E Santa Gertrudis St
Kingsville, TX 78363
#22117

Mendez Rodolfo G
Etux Anna Linda
625 E Santa Gertrudis
Kingsville, TX 78363
#22883

Mendez Anna Linda
Etvir Rodolfo G Mendez
625 E Santa Gertrudis
Kingsville, TX 78363
#15291

Mendoza Ofelia Rivera
629 E Santa Gertrudis
Kingsville, TX 78363
#16074

Trevino Teresa
AKA Teresa Resendez
229 Briarwood
Kingsville, TX 78363
#18246

Diaz David Est
Etux Dalia Est
Elena Diaz (Ind Exec)
2928 Wickersham LN
Austin, TX 78741
#11268

Gutierrez Rosalinda (Life Est)
Leonor Fernandez
600 E Richard Ave
Kingsville, TX 78363
#13836

Trevino Griselda (Life Est)
Diana T Calderon
600 E Richard Ave
Kingsville, TX 78363
#12222

Trevino Griselda (Life Est)
Rodolfo & Diana T Calderon
600 E Richard Ave
Kingsville, TX 78363
#12997

Garza Mucio Est
Etux Maria L Est
618 E Richard
Kingsville, TX 78363
#10619

Ramos Daniel Jr
624 E Richard
Kingsville, TX 78363
#25930

Bethel Temple Latin
% Rev M Garza
PO Box 989
Kingsville, TX 78364
#17579

Templo Betel Asambleas De Dios
Kingsville Texas
PO Box 989
Kingsville, TX 78364
#24424

Gonzalez Ruben E Est
% Melinda Kerwin
916 E Santa Gertrudis
Kingsville, TX 78363
#17256

Garcia Maria I
603 E Richard
Kingsville, TX 78363
#17279

Olivarez Frances
224 E Richard Ave
Kingsville, TX 78363
#18035

Olivarez Frances
224 E Richard Ave
Kingsville, TX 78363
#18815

Olivarez Frances
224 E Richard Ave
Kingsville, TX 78363
#19595

Trevino Manuel Est
Etux Isabel Est % Nelda Aguilar
1301 Clearfield Dr
Austin, TX 78758
#20390

Cerda Isabel Est
1601 S Congress
Austin, TX 78747
#12664

Gonzalez Eduardo
Oralia Gonzalez
701 E Richard
Kingsville, TX 78363
#13474

Tax Year: 2022

Property

Account

Property ID:	11391	Legal Description:	3RD, BLOCK 15, LOT 25-28
Geographic ID:	100501525000192	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	612 E RICHARD	Mapsco:	
Neighborhood:		Map ID:	C1
Neighborhood CD:			

Owner

Name:	CHAPA ATILANO E	Owner ID:	11227
Mailing Address:	313 W SAGE RD KINGSVILLE, TX 78363-2800	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$25,840	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$7,000	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$32,840	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$32,840	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$32,840	

Taxing Jurisdiction

Owner: CHAPA ATILANO E
% Ownership: 100.0000000000%
Total Value: $32,840

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	$32,840	$32,840	$0.00
CKI	CITY OF KINGSVILLE	0.825000	$32,840	$32,840	$270.93
GKL	KLEBERG COUNTY	0.771870	$32,840	$32,840	$253.49

SKI	KINGSVILLE I.S.D.	1.518900	$32,840	$32,840	$498.80
WST	SOUTH TEXAS WATER AUTHORITY	0.078489	$32,840	$32,840	$25.78
	Total Tax Rate:	3.194259			

Taxes w/Current Exemptions: $1,049.00

Taxes w/o Exemptions: $1,049.00

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 1096.0 sqft **Value:** $17,410

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF3	EW6	1945	1096.0
OPFA	OPEN PORCH FRAME AVERAGE	*		1945	60.0
STGL	STORAGE FRAME (LOW)	*		0	80.0

Improvement #2: RESIDENTIAL **State Code:** A1 **Living Area:** 804.0 sqft **Value:** $8,430

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF2	EW1	1945	804.0
OPFL	OPEN PORCH FRAME LOW	*		1945	144.0
SAFU	STORAGE ATTACHED FRAME UNFINISHED	*		0	56.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.3214	14000.00	100.00	140.00	$7,000	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	$25,840	$7,000	0	32,840	$0	$32,840
2021	$25,830	$7,000	0	32,830	$0	$32,830
2020	$24,750	$7,000	0	31,750	$0	$31,750
2019	$27,980	$7,000	0	34,980	$0	$34,980
2018	$29,310	$7,000	0	36,310	$0	$36,310
2017	$29,310	$7,000	0	36,310	$0	$36,310
2016	$32,330	$7,000	0	39,330	$0	$39,330
2015	$32,330	$7,000	0	39,330	$0	$39,330
2014	$32,330	$7,000	0	39,330	$0	$39,330
2013	$32,330	$7,000	0	39,330	$0	$39,330
2012	$32,330	$7,000	0	39,330	$0	$39,330
2011	$32,330	$7,000	0	39,330	$0	$39,330
2010	$23,320	$3,500	0	26,820	$0	$26,820
2009	$23,320	$3,500	0	26,820	$0	$26,820

Deed History - (Last 5 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1		OT	Other	UNKNOWN	CHAPA ATILANO E	430	166	

Tax Area

Property Tax Information as of 12/07/2022

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions? Please call (361) 595-5775

Website version: 1.2.2.33 Database last updated on: 12/6/2022 5:17 PM © N. Harris Computer Corporation

H.M. King High School Basketball Coach gets 500th win

By Ted Figueroa
Reporter

H.M. King High School Head Basketball Coach Paul Yuma is celebrating his 500th win after coaching the Lady Brahma Basketball Team to a district win against Robstown last week.

Coach Yuma is a 1981 graduate of H.M. King High and graduated from Texas A&I University with a degree in Kinesiology. Yuma began his coaching career in 1989 in Alice, as an assistant football coach and assistant basketball coach. He also coached at Tuloso-Midway and took his first head coaching job at Banquete as the boy's basketball coach. He continued coaching as the Head Girls Basketball Coach in Odem, Beeville, and Calallen before retiring in 2021.



Pictured with the Lady Brahma Basketball Team, H.M. King Head Basketball Coach Paul Yuma celebrates 500 wins (Submitted photo)

In his years of coaching, Yuma's teams have made the playoffs 19 out of 23 years. He has coached three All-Star games and will be coaching the All-Star game again this year for the 4A girls' team. His teams have won nine district titles and he has been named Coach of the Year several times in his career.

Yuma was hired by KISD in 2022 and so far, the Lady Brahma's are 14-5 overall and 7-1 in district.

"We are working hard and trying to find a way to get into the playoffs," Yuma said. "We are trying to get more consistent and the girls are getting used to me and the system we are using."

When it comes to motivating the team Yuma said, "I'm old school, we practice hard and focus on fundamentals and I try to have them believe in themselves, they are better than what they think they are."

Yuma said he was worried about the 500th win because it was a district game. "It was a big accomplishment for me and my family and I got lots of calls and text messages from a lot of my ex-players, which was great."

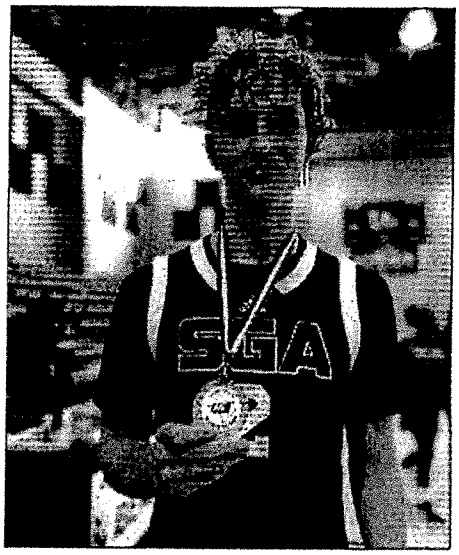
The Lady Brahma Basketball Team practices every day except Sunday now since they are in district play. They will compete in the Kingsville Lady Brahma's Christmas Classic, which will feature six teams on Dec 29-30.

The teams competing in the tournament are IWA, Miller, Kingsville, Riviera, SGA, and San Perlita.

Coach Yuma said it feels good to be back in the classroom where he teaches social studies and back on the basketball court.

"We've got good kids here and it's a good school," Yuma said, "I retired for health reasons but I was fortunate to be given this opportunity at KISD and I'm trying to stay healthy so I can be here a few more years," Yuma said. Coach Yuma has one daughter Dr. Stephanie Yuma Bray and four granddaughters.

The Lady Brahmas next district game is at home on Jan. 3 against Laredo Hermosy.



Economy Awards Co. Player Of The Game

Kaylen McClure from Santa Gertrudis, dropped a 40 piece in their 85-54 win over Allsprite Christian. (Submitted photo)

Kenedy County-Wide CSD will conduct a public hearing for the 2021-2022 Texas Academic Performance Report (TAPR) during the Regular Meeting of the KCWCSD Board of Trustees, scheduled for Wednesday, January 18, 2023 at 7:00 pm at 150 E La Parra Ave, Sarita, Texas.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, January 18, 2023 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard. Jonelle Quelia MAN MBR Owner/Applicant; requesting the re-plat of 3RD, Block 15, Lot 25, 26, 27 and 28 also known as 612 E Richard St, Kingsville TX 78363.
The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, January 23, 2023 at 6:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard.
Jonelle Quelia MAN MBR Owner/Applicant; requesting the re-plat of 3RD, Block 15, Lot 25, 26, 27 and 28 also known as 612 E Richard St, Kingsville TX 78363.
The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

THE KINGSVILLE RECORD

NEED TO ADVERTISE?

CONTACT THE SALES DEPT.

(361) 345-1332

AGENDA ITEM #9

Information for condemnation
of 314 E. Ella,
please see Public Hearing #2 information

AGENDA ITEM #10

Information for condemnation
of 1108 E. Henrietta,
please see Public Hearing #3 information

AGENDA ITEM #11

Information for condemnation
of 1102 E. Henrietta,
please see Public Hearing #4 information

AGENDA ITEM #12

Authorize ARP Funds

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: January 23, 2023

SUBJECT: Consider introduction of an ordinance amending the Fiscal Year 2022-2023 budget to cover Downtown Improvements for American with Disabilities Act (ADA) sidewalks and ramps.

Summary:
The Budget Amendment is needed to cover an extension of ADA sidewalks and ramps in the Downtown District. The project is around First Baptist Church 312 W. King Avenue. The scope of work includes 50 feet of 5-foot-wide sidewalks and 2 concrete ramps. The ramps will be located at the intersection of W. Kleberg and S. 4th Street.

Financial Impact:
The American Rescue Plan Act (ARPA) fund will cover the costs of $8,150.00.

Recommendation:
Staff recommends approval of the Budget Amendment.

Attachments:
Ordinance No. 2023-____
Bid Proposal
Exhibit of Proposed Work

Donald Hubert Const. Co. Inc.

P.O.Box 84, Kingsville, TX 78364
(361) 592-9593 Fax (361) 595-0998
E-mail: dhubertco@sbcglobal.net

January 5, 2023

City of Kingsville
Kingsville, Texas 78363

Attn: Joseph Ramirez

Re: Bid Proposal
Construct New ADA Curb Ramp and Sidewalk
Kleberg Ave and 4th St.
City of Kingsville, Texas

Mr. Ramirez:

Donald Hubert Const. Co. Inc. respectfully submits the following bid proposal:

Scope of work: Furnish all labor, material, tools, equipment, supervision, transportation and insurance necessary to:

- Excavate, Grade and Construct new 5'x 26'x 4" sidewalk
- Excavate, Grade and Construct new 5'x 24'x 4" sidewalk
  Demo existing Concrete at Corner, app. 145 sq ft
  Construct 2 ea. concrete curb ramps, and 1 ea. 5'x 5' concrete landing, tie-in to existing concrete curbs.

Total Bid: $ 8,150.00

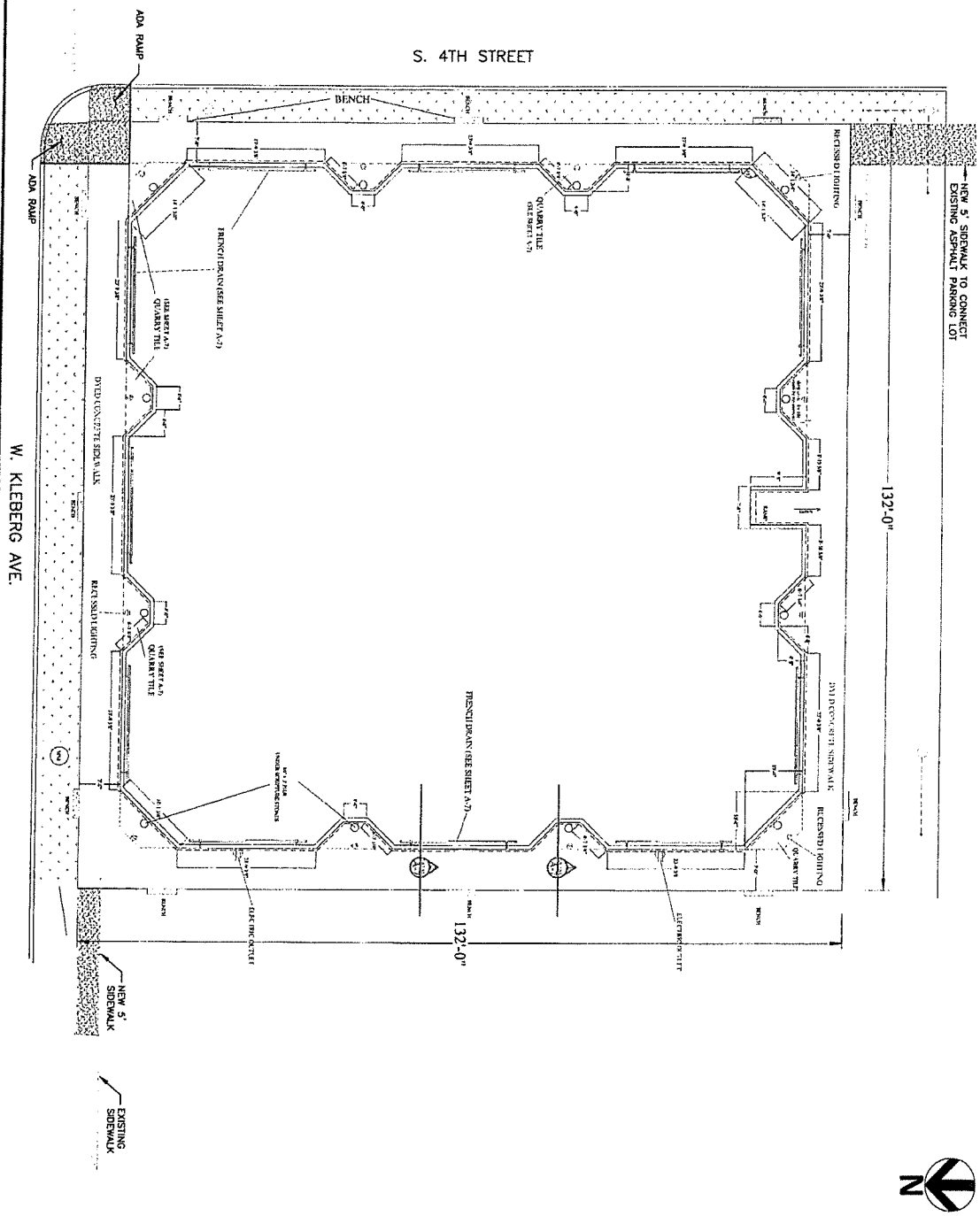
If you should have any questions, please call Donnie Hubert at (361)592-9593 or mobile at (361)675-0558.

Thank you,

Donald Hubert
President
Donald Hubert Const. Co. Inc.

Donald Hubert Const. Co. Inc.

P.O.Box 84, Kingsville, TX 78364
(361) 592-9593 Fax (361) 595-0998
E-mail: dhubertco@sbcglobal.net



FIRST BAPTIST CHURCH	SCALE : 1/8" = 1 FOOT DATE : 1 / 22 / 22 DRAWN BY : RANDY MALTBY REVISED :		MALTBY BUILDERS INC.		
312 WEST KING	FOUNDATION, ELECTRICAL TILE & DRAINAGE LAYOUTS	A-6	1030 E. AVE. D	361-592-8426	KINGSVILLE, TX.

AGENDA ITEM #13

Budget Am.

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: January 23, 2023

SUBJECT: Consider introduction of an ordinance amending the Fiscal Year 2022-2023 budget to cover Downtown Improvements for American with Disabilities Act (ADA) sidewalks and ramps.

Summary:
The Budget Amendment is needed to cover an extension of ADA sidewalks and ramps in the Downtown District. The project is around First Baptist Church 312 W. King Avenue. The scope of work includes 50 feet of 5-foot-wide sidewalks and 2 concrete ramps. The ramps will be located at the intersection of W. Kleberg and S. 4th Street.

Financial Impact:
The American Rescue Plan Act (ARPA) fund will cover the costs of $8,150.00.

Recommendation:
Staff recommends approval of the Budget Amendment.

Attachments:
Ordinance No. 2023-____
Bid Proposal
Exhibit of Proposed Work

Donald Hubert Const. Co. Inc.

P.O.Box 84, Kingsville, TX 78364
(361) 592-9593 Fax (361) 595-0998
E-mail: dhubertco@sbcglobal.net

January 5, 2023

City of Kingsville
Kingsville, Texas 78363

Attn: Joseph Ramirez

Re: Bid Proposal
Construct New ADA Curb Ramp and Sidewalk
Kleberg Ave and 4th St.
City of Kingsville, Texas

Mr. Ramirez:

Donald Hubert Const. Co. Inc. respectfully submits the following bid proposal:

Scope of work: Furnish all labor, material, tools, equipment, supervision, transportation and insurance necessary to:

- Excavate, Grade and Construct new 5'x 26'x 4" sidewalk
- Excavate, Grade and Construct new 5'x 24'x 4" sidewalk
  Demo existing Concrete at Corner, app. 145 sq ft
  Construct 2 ea. concrete curb ramps, and 1 ea. 5'x 5' concrete landing, tie-in to existing concrete curbs.

Total Bid: $ 8,150.00

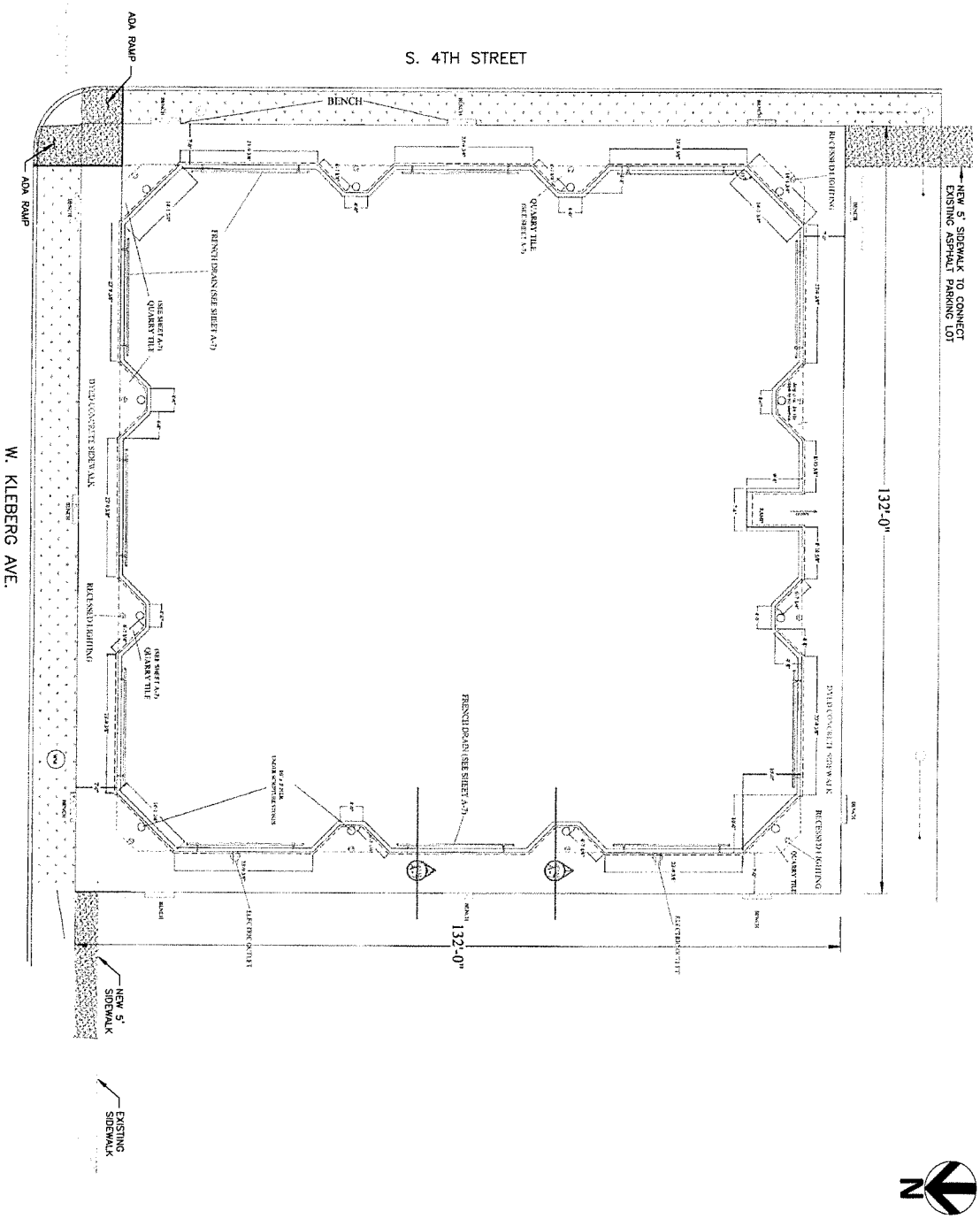
If you should have any questions, please call Donnie Hubert at (361)592-9593 or mobile at (361)675-0558.

Thank you,

Donald Hubert
President
Donald Hubert Const. Co. Inc.

Donald Hubert Const. Co. Inc.

P.O.Box 84, Kingsville, TX 78364
(361) 592-9593 Fax (361) 595-0998
E-mail: dhubertco@sbcglobal.net



FIRST BAPTIST CHURCH	SCALE: 1/8" = 1 FOOT DATE: 1/22/22 DRAWN BY RANDY MALTBY REVISED:	MALTBY BUILDERS INC.	
312 WEST KING	FOUNDATION, ELECTRICAL TILE & DRAINAGE LAYOUTS A-6	1030 E. AVE. D	361-592-8426 KINGSVILLE, TX.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR THE SIDEWALK AND ADA RAMP IMPROVEMENTS FOR KLEBERG AND 4TH STREET AREA.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#28

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 121 – GF ARP Funding					
Expenditures					
1030	City Special	Professional Services	31400	$8,150	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for the sidewalk and ADA ramp improvements at the Kleberg Ave. and 4th Street area. Funding will come from the committed broadband funding in Fund 121.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 23rd day of January 2023.

PASSED AND APPROVED on this the _____ day of February 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #14

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: January 23, 2023

SUBJECT: Consider introduction of an ordinance amending the Fiscal Year 2022-2023 budget to cover Professional Surveying Services for E. Escondido Road Right of Way (ROW) and Proposed ROW Acquisition.

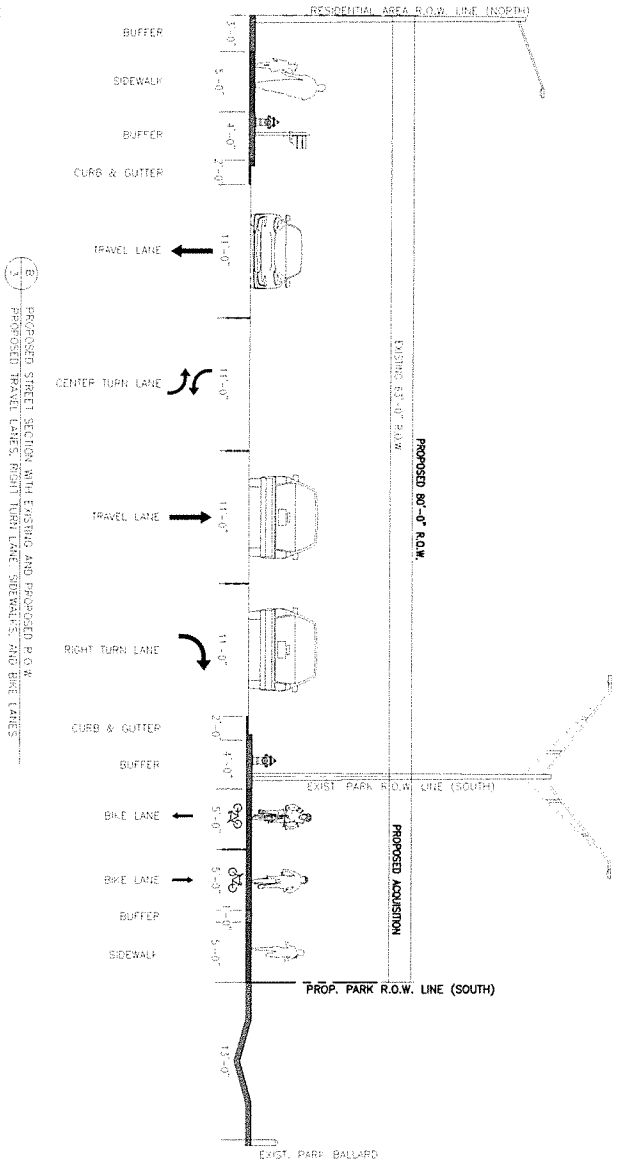
Summary:
The Budget Amendment will be allocated for Professional Services for Surveying establishing existing Right of Way (ROW) and proposed ROW Acquisition

Project includes an approximate 17' wide x 3,720' long ROW Acquisition and establishing the existing ROW for proposed improvements for 2-11 feet wide travel lanes in each direction, 11 feet wide dedicated center turning lane, 5 feet wide sidewalks on both north & south of road, 5 feet wide bike lane in each direction, proposed lighting, relocation of mailboxes and relocation of fire hydrants. This will help prevent head in parking along the south side of E. Escondido Road next to Dick Kleberg Park.

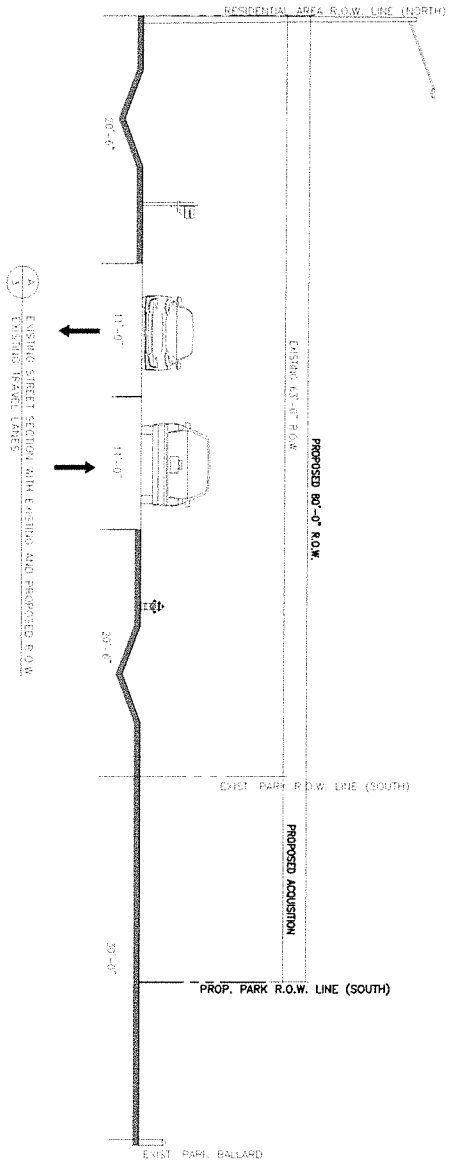
Financial Impact:
The General Fund will allocate $12,000.00 to cover surveying costs.

Recommendation:
Staff recommends approval of the Budget Amendment.

Attachments:
Ordinance No. 2023-____
Exhibit of Proposed E. Escondido Road Improvements



PROPOSED STREET SECTION WITH EXISTING AND PROPOSED R.O.W.
PROPOSED TRAVEL LANES, RIGHT TURN LANE, SIDEWALKS, AND BIKE LANES



EXISTING STREET SECTION WITH EXISTING AND PROPOSED R.O.W.
EXISTING TRAVEL LANES

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF BIDDING UNDER THE AUTHORITY OF RUBEN P. MORA, JR. P.E. # 111568 ON 1/17/22 IT IS NOT TO BE USED FOR ANY OTHER PURPOSE

SHEET 3

2022 E. ESCONDIDO RD. STREET AND DRAINAGE IMPROVEMENTS

E. ESCONDIDO RD. - S. 6TH ST. TO S. 14TH ST.

Drawn by: M. MEDRANO	
Date: 02/01/2022	
Checked by: R. MORA	
Job:	
Scale: AS NOTED	

CITY OF Kingsville TEXAS

CITY OF KINGSVILLE
ENGINEERING DEPARTMENT

400 West King
Kingsville, Texas 78363
Office 361.595.8007
Fax 361.595.8035

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement, entered into at Kingsville, Texas, on _____, 2023,

By and between the City of Kingsville, hereinafter called the "client," and

WILLIAM DOVE & ASSOCIATES, LLC., hereinafter called the "surveyor," is as follows:

The client intends to: acquire additional Right-of-Way along E. Escondido Road between S. 14th Street and 6th Street (US Bus 77). The Length of the Road is around 3,720 linear feet. The existing Right-of-Way varies and cannot accommodate road improvements, including widening the road and sidewalks, etc. The client estimates that the total width along the entire length will need to be 80 feet.

The client and the consultant, for mutual consideration hereinafter set forth, agree as follows:

A. Surveyor agrees to perform the following services: Perform a Survey of the Existing Right-of-Way which will include visible utilities and improvements within said Right-of-Way as well as Easements which adjoin the Right-of-Way; Surveyor will plot underground utilities based on utility maps provided by the Client and referenced to surface structures which will be located by the Surveyor; The Surveyor will locate existing monuments and set monuments as necessary to establish the boundary of the existing Right-of-Way; The Survey will be presented on 24" x 36" sheets at the most convenient scale (most likely 1"= 50 ft.); State Plane Coordinates will be shown for all boundary monuments shown on the Drawing as well as monumented control points not less than every 1000 feet over the length of the project; Coordinates will be established by the Survey by the RTK (real time kinematic) method, using a network system; Necessary Right-of-Way Acquisition determined by the Client will be researched by the Surveyor from Tax Maps and the indicated Deeds from those Maps shown on the Drawing. Metes and Bounds Descriptions for the Right-of-Way Acquisition will be prepared by the Surveyor.

B. Client agrees to compensate consultant for such services as follows:

Lump Sum Amount of: $12,000.00

IN WITNESS HEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, provisions above stated and on the exhibits attached hereto, the day and the year first above written.

This contract super cedes any prior agreement, either expressed or implied, oral or written.

Surveyor: William Dove & Associates, LLC.
Firm No. 10078300
111 Knoll Trail
Sandia, Texas 78383
Phone (361) 547-9665

By: _____

Name: William Douglas Dove

Title: President

Client: City of Kingsville, Texas

Phone (361) 595-8007

By: _____

Name: _____

Title:

STANDARD PROVISIONS OF CONTRACT FOR PROFESSIONAL SERVICES

The Client and Surveyor agree that the following provisions shall be part of their agreement:

1. All fees and other charges will be billed at completion and shall be due at time of billing.

2. A late payment PENALTY OF (.83%) per month which is an annual rate of ten per cent, (10%) shall be applied to any unpaid balance, commencing thirty (30) days after the date of original Invoice.

3. In the event that any staking is destroyed by an act of God or parties other than the Surveyor, The cost of re-staking shall be paid by client as extra work, provided such work is authorized by client.

4. In the event all or any portion of the work prepared by the Surveyor be suspended, abandoned, or terminated, the client shall pay the Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit here-in.

Surveyor: 

Client:

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR SURVEYING COSTS FOR ESCONDIDO ROAD PROJECT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#26

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Expenditures					
1030	City Special	Professional Services	31400	$12,000	
1030	City Special	Budget Amendment Reserve	86000		$12,000

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for surveying costs for Escondido Road Project. Funding will come from the Budget Amendment Reserve line item in the City Special Division of General Fund.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 23rd day of January 2023.

PASSED AND APPROVED on this the _____ day of February 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #15

City of Kingsville
Engineering Dept.

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: January 23, 2023

SUBJECT: Consider approving an Advanced Funding Agreement (AFA) for a Transportation Alternatives Set-Aside (TASA) Program Project from Texas Department of Transportation (TxDOT) for design and construction of ADA sidewalks, shared-use paths, bike lanes, crosswalks, and ramps.

Summary:
On January 9, 2023, the City received an Advanced Funding Agreement (AFA) for pedestrian and bicyclist improvements along S. Armstrong Street, W. Johnston Avenue and W. Caesar Ave. The Texas Transportation Commission passed a Minute Order No. 116126 awarding funding for this project on October 28, 2021 (page 2 of 19). The project federal funding is $1,248,093.00 and the state funding is $46,660.00 for a total project cost of $1,295,093.00 (Attachment B). No City match is required. The City will be responsible for any cost overruns on the project. A map of the improvements is shown in Attachment A.

Background:
On April 14, 2021, the City was notified by TxDOT that the three Preliminary Applications in Step 1 were accepted, and the City can move forward with the Detailed Applications as part of Step 2. The deadline to submit Detailed Applications was June 14, 2021.

On February 8, 2021, the City approved a resolution for submitting Preliminary Applications of 2021 TA – Harrel Elementary & Memorial Middle School - Proposed Improvements, 2021 TA – Harvey Elementary School & Jubilee Academies -Proposed Improvements and 2021 TA – Kleberg & Epiphany Elementary School - Proposed Improvements. There is no financial impact in submitting the application.

On January 15, 2021, Texas Department of Transportation (TxDOT) issued the 2021 Transportation Alternatives (TA) Call for Project. The application is a two-step process. Step 1 submit a preliminary application by March 1, 2021. Step 2 submit a detailed

application by June 14, 2021. If funds are awarded, the City would be notified in the fall of 2021 and placed on a Conditional Project List for anticipated funding 2023-2024 of $13 million.

Eligible TA Project Activities include bicycle infrastructure improvements, shared use paths, sidewalk improvements and infrastructure-related projects to improve safety for non-motorized transportation.

Project Evaluation and Selection Criteria includes Safety, Project Readiness, Geographic Equity, Connectivity & Accessibility, Community Support & Planning and Demand.

Costs not eligible for federal reimbursement include Planning Activities, Environmental Mitigation, Utility Adjustments, Landscape Improvements and Land Acquisition.

The City submitted 3 applications in 2021. Three project locations selected were Memorial Middle School/Harrell Elementary School, Harvey Elementary School /Jubilee Academies, and Kleberg Elementary School/Epiphany Elementary School. The submitted projects were funded and now the contract document between the City and the Texas Department of Transportation for the projects needs to be approved.

Financial Impact:
There is no anticipated financial impact. If project costs are over the application amount, the city would be responsible for the additional costs.

Recommendation:
Staff recommends approving the Advanced Funding Agreement for a Transportation Alternatives Set-Aside Program Project and authorizing the Mayor to sign the Agreement.

Attachments:
Advanced Funding Agreement for a TASA Program Project

RESOLUTION NO. 2023-_____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT.

WHEREAS, on October 28, 2021, via Minute Order Number 116126, the Texas Transportation Commission awarded funding for TASA projects in the TASA Program Call of the State, including a project submitted by the City of Kingsville ("City") for design and construction of ADA sidewalks, shared-use paths, bike lanes, crosswalks, and ramps; and

WHEREAS, the project will improve pedestrian and bicyclist improvements along S. Armstrong Street, W. Johnston Avenue, and W. Caesar Avenue;

WHEREAS, the TASA funds do not require a local match. As the Project Sponsor, the City of Kingsville would be responsible for all non-reimbursable costs and 100% of overruns, if any;

WHEREAS, the governing body of the City of Kingsville desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

I.

THAT the City Commission authorizes the Mayor to enter into and execute an AFA with TxDOT for this Project, as per the agreement attached hereto.

II.

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

III.

THAT this Resolution shall become effective upon adoption.

PASSED AND APPROVED by a majority vote of all members of the City Commission of the City of Kingsville on the 23rd day of January, 2023.

_____

Sam R. Fugate
Mayor

ATTEST:

_____

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

_____

Courtney Alvarez
City Attorney

TxDOT:					Federal Highway Administration:	
CSJ #	0916-02-025				CFDA No.	20.205
District #	CRP-16	AFA ID	Z00003952		CFDA Title	Highway Planning and Construction
Code Chart 64 #	22350 – City of Kingsville					
Project Name	Kingsville-Interschool & Residential Multimodal Connectivity/Accessible Network				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

TxDOT-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Kingsville, acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as Kingsville Interschool & Residential Multimodal Connectivity/Accessibility Network, and

TxDOT:					Federal Highway Administration:	
CSJ #	0916-02-025				CFDA No.	20.205
District #	CRP-16	AFA ID	Z00003952		CFDA Title	Highway Planning and Construction
Code Chart 64 #	22350 – City of Kingsville					
Project Name	Kingsville-Interschool & Residential Multimodal Connectivity/Accessible Network				*AFA Not Used For Research & Development*	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116126 (MO) dated October 28, 2021 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

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

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of construction of 6-ft wide sidewalks, buffered bicycle lanes, 10-ft. wide shared use paths from West Kenedy Avenue to West Caesar Avenue generally along South Armstrong Street, W. Johnston Avenue and West Caesar with high visibility crosswalks and ADA compliant curb ramps at all street intersections.

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-

selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or

indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor

with access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.
2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
3. Local Government withdraws from participation in Project.
4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

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

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3)

TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **State** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **State**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance

Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **State** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the

opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to

appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Kingsville ATTN: Rutilio Mora Jr. P.O. Box 1458 Kingsville, Texas 78363	Texas Department of Transportation ATTN: Jason Alvarez, P.E. 1701 S. Padre Island Drive Corpus Christi, Texas 78416

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

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Jason Alvarez, P.E. Consultant Project Manager
1701 S. Padre Island Drive
Corpus Christi, Texas 78416

All invoicing, payment, and project inquiries must include the following information:

County:	Kleberg
Local Government:	City of Kingsville
CSJ No.:	0916-02-025
Project Name:	Kingsville-PED-Pedestrian, Sidewalks & Curb Ramps
Highway or Roadway:	W. Johnston Ave. along Caesar Ave.

16. Legal Construction

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

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available

to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of

final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials

and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance

Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order
12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

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

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and

http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

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

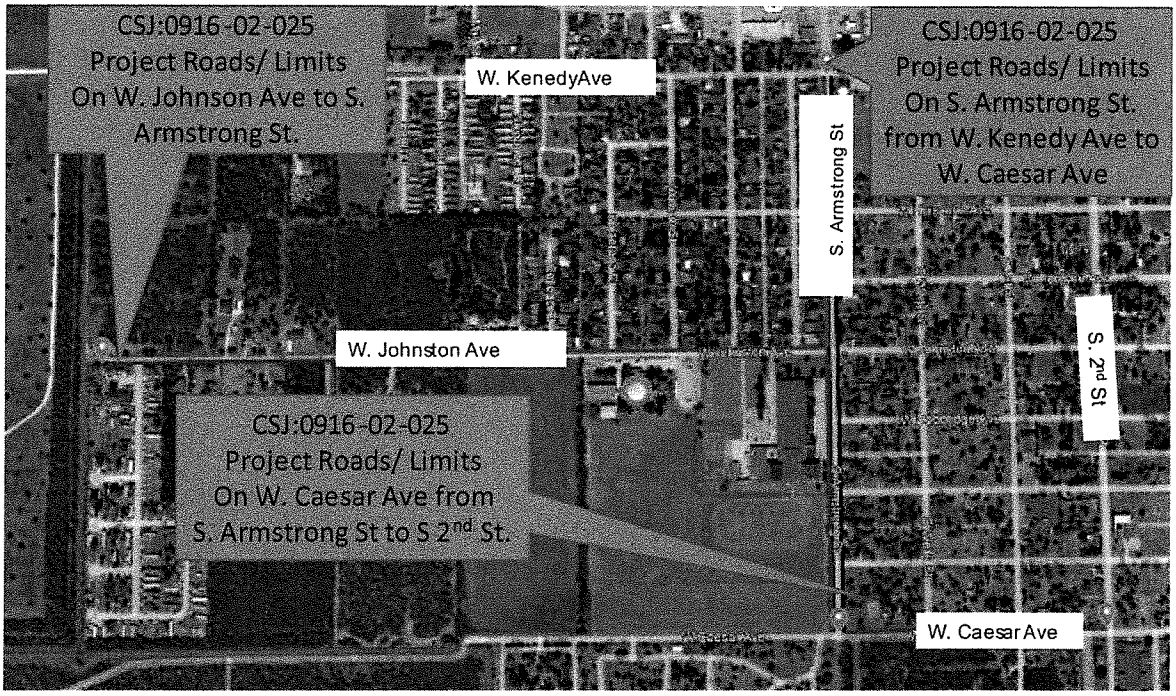
TxDOT:					Federal Highway Administration:	
CSJ #	0916-02-025				CFDA No.	20.205
District #	CRP-16	AFA ID	Z00003952		CFDA Title	Highway Planning and Construction
Code Chart 64 #	22350 – City of Kingsville					
Project Name	Kingsville-Interschool & Residential Multimodal Connectivity/Accessible Network				*AFA Not Used For Research & Development*	

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart	~~Rutilio Mora, Jr.~~ Sam R. Fugate
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	~~City Engineer~~ Mayor
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CSJ #	0916-02-025				CFDA No.	20.205
District #	CRP - 16	AFA ID	Z00003952		CFDA Title	Highway Planning and Construction
Code Chart 64 #	42600 – City of Kingsville					
Project Name	Kingsville-Interschool & Residential Multimodal Connectivity/Accessible Network				*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP



CSJ #	0916-02-025	Project Name:	Kingsville-Interschool & Residential Multimodal Connectivity/Accessible Network	AFA ID:	Z00003952

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
State Performs PE Work or Hires Consultant / State Lets Project for Construction

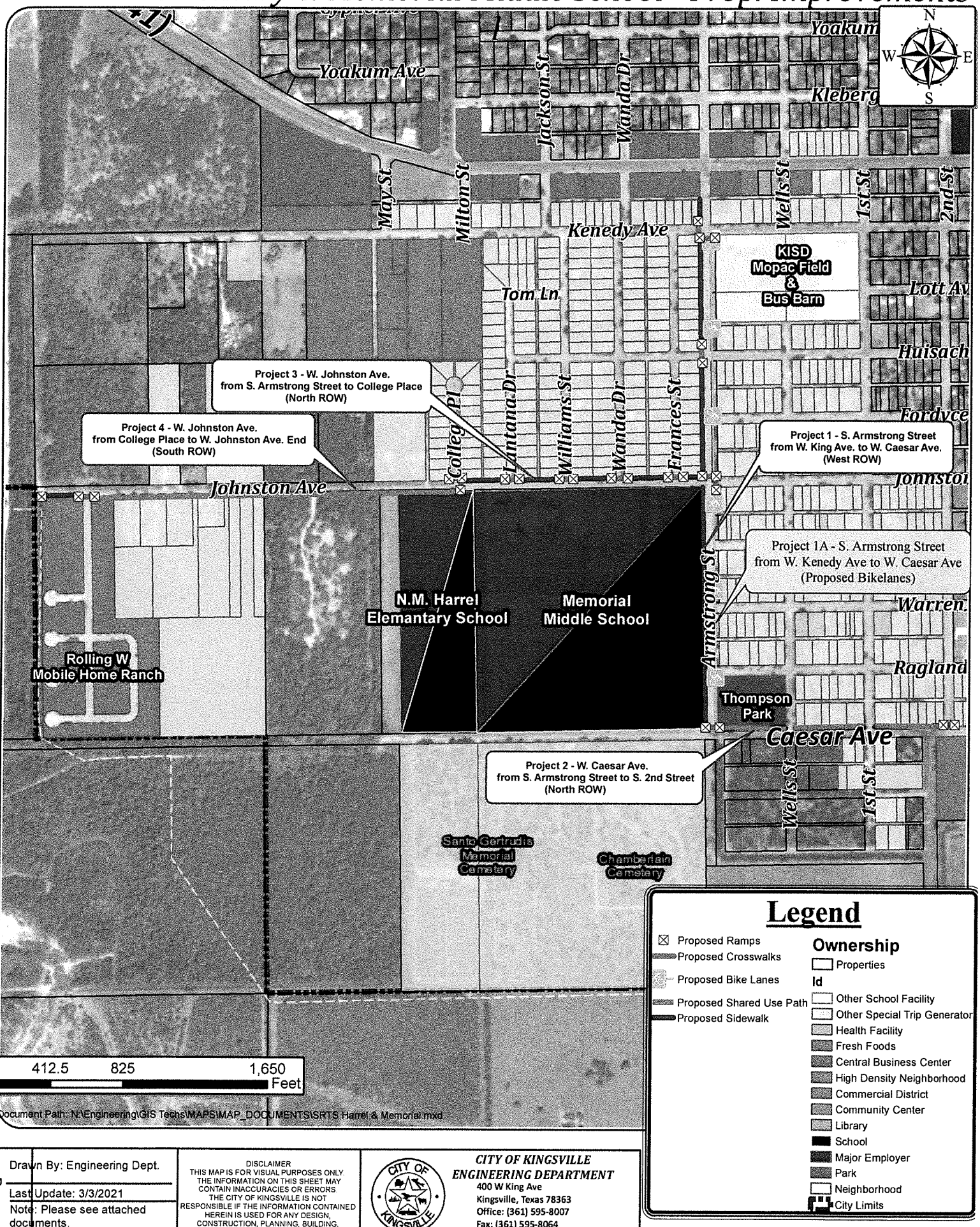
Work Performed by Local Government ("LG")								
Description of Project Costs to be Incurred		**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
			%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST		$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering		$0	0%	$0	0%	$0	0%	$0
Environmental Cost		$0	0%	$0	0%	$0	0%	$0
Right of Way		$0	0%	$0	0%	$0	0%	$0
Utilities		$0	0%	$0	0%	$0	0%	$0
Construction Cost	$							
Construction Engineering Cost	$							
Eligible In-Kind Contribution Value	$							
Total Construction Value (sum of construction cost and in-kind value)		$0	0%	$0	0%	$0	0%	$0
Work by LG Subtotal		**$0**		**$0**		**$0**		**$0**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)								
Preliminary Engineering[1]		$123,500	100%	$123,500	100%	$0	0%	$0
Environmental Cost[1]		$0	0%	$0	0%	$0	0%	$0
Right of Way[3]		$0	0%	$0	0%	$0	0%	$0
Utilities[2]		$0	0%	$0	0%	$0	0%	$0
Construction Cost[2]	$							
Eligible In-Kind Contribution Value	$	$978,203	100%	$978,203	0%	$0	0%	$0
Total Construction Value (sum of construction cost and in-kind value)								
Work by State Subtotal		**$1,101,703**		**$1,101,703**		**$0**		**$0**
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight								

CSJ #	0916-02-025	Project Name:	Kingsville-Interschool & Residential Multimodal Connectivity/Accessible Network	AFA ID:	Z00003952

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering[1]	$22,009	100%	$22,009	0%	$0	0%	$0
Environmental Cost[1]	$14,673	100%	$14,673	0%	$0	0%	$0
Right of Way[1]	$4,402	100%	$4,402	0%	$0	0%	$0
Utilities[1]	$2,935	100%	$2,935	0%	$0	0%	$0
Construction[2]	$102,711	100%	$102,711	0%	$0	0%	$0
Direct State Costs Subtotal	$146,730	100%	$146,730	0%	$0	0%	$0
Indirect State Cost	$46,660		$0	100%	$46,660		$0
TOTAL PARTICIPATION	$1,295,093		$1,248,433		$46,660		$0
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$0**

- The estimated total participation by Local Government is $0, plus 100% of overruns.
- Total estimated payment by Local Government to State is $0.
- [1]Local Government's first payment of $0 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $0 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of $249,687.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $1,248,433.

2021 Transportation Alternatives
Harrell Elementary & Memorial Middle School - Prop. Improvements



Legend

- Proposed Ramps
- Proposed Crosswalks
- Proposed Bike Lanes
- Proposed Shared Use Path
- Proposed Sidewalk

Ownership

- Properties

Id

- Other School Facility
- Other Special Trip Generator
- Health Facility
- Fresh Foods
- Central Business Center
- High Density Neighborhood
- Commercial District
- Community Center
- Library
- School
- Major Employer
- Park
- Neighborhood
- City Limits

412.5 825 1,650 Feet

Document Path: N:\Engineering\GIS Techs\MAPS\MAP_DOCUMENTS\SRTS Harrel & Memorial.mxd

Drawn By: Engineering Dept.

Last Update: 3/3/2021

Note: Please see attached documents.

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

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

AGENDA ITEM #16

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

Date: January 11, 2023

To: City Commission via City Manager Mark McLaughlin

CC: Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

From: Janine Reyes, Director of Tourism Services

Summary: On September 12, 2022, the Kingsville City Commission approved accepting a donation from Keep Kingsville Beautiful in the amount of $11,374. The funds were donated to cover the following expenses:

- Increase in materials at the Train Depot: $3,263.00
- Ceiling and planter painting: $3,265.00
- LED lights for Train Depot and Main Street: $4,819.00

While the Train Depot work was completed and paid for in Fiscal Year 2021-22, the LED lights for the Train Depot and Kingsville Main Street were not ordered and paid for until October 31, 2022. As a result, the funds collected from Keep Kingsville Beautiful dropped into the Tourism Fund Balance.

In order to correct a deficit created by payment for the lights out of the Fiscal Year 2022-23 budget, Tourism is requesting $4,368.80 be moved from the Tourism Fund Balance to the Grounds and Permanent Fixtures line item (002-5-1071-59100) to offset expenses that were paid this fiscal year.

Financial Impact: This will decrease the Tourism Fund Balance by $4,368.80. The donation was received and deposited and what was not expended last year contributed to the Tourism Fund Balance.

Recommendation: Staff recommends Commission approve this budget amendment.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR LED LIGHTS AT THE TRAIN DEPOT AND MAIN STREET.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#24

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 002 - Tourism Fund					
Expenditures					
1071	Tourism	Grounds & Perm Fixtures	59100	$4,368.80	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for LED lights at the Train Depot and Main Street. Funding will come from the unappropriated fund balance for the Tourism Fund.]

II.

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

III.

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

IV.

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

INTRODUCED on this the23rd day of January 2023.

PASSED AND APPROVED on this the _____ day of February 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #17

Kingsville Parks & Recreation
400 W. King (mailing)
501 Santiago Park Lane (physical)
Kingsville, Texas 78363
361-221-8705
Susan Ivy, Director
361-219-9125

For Information on events and facilities
www.cityofkingsville.com/department/parks
Email:
sivy@cityofkingsville.com
or follow us on Facebook
Kingsville Parks and Recreation

January 13, 2023

To: Mark McLaughlin, City Manager
From: Susan Ivy, Parks Director
Re: Agenda Request -Authorize Expenditure of ARP Park Revenue Replacement and other ARP Funds for Park Projects

Summary:
Authorize the expenditure of Parks Revenue Replacement Projects: $37,191.36
- Mowers FY 22-23 Approved Supplemental - $22,000.00
- Red Dirt FY 22-23 Approved Supplemental - $ 3,000.00
- Ball Field Lighting - $10,000.00
- Landscape Timbers surrounding new swing set in Corral Park - $2,191.36

Approve Expenditure of Funding set aside for lighting projects = $310,00.00
- Brookshire Grant – Fund 093 - $25,000.00
- Ed Rachal Grant – Fund 140 - $25,000.00
- ARP – Parks Revenue Replacement Projects Fund 121 - $10,000.00
- ARP – Lighting Project Fund 121-59113 - $250,000.00

History: Commission has approved the expenditure of donations and grants received from Brookshire Foundation and Ed Rachal Foundation for ball field lighting projects and has recently approved the expenditure of ARP funds for ball field lighting projects, trail and flag poles. The final sum of ARP Park Revenue Replacement Projects (37,191.36) has not formally been approved and we are needing to approve the expenditure of of these funds for the items detailed above so that the transactions can be recorded properly.

Financial Impact: This will authorize the expenditure totalling $37,191.36 from the ARP Park Revenue Replacement Projects Fund and $25,000.00 from Fund 093 for ball field lighting donation from Brookshire Foundation, $25,000.00 from Fund 140 Ed Rachal Foundation for ball field lighting, $250,000.00 from fund 121 ARP Lighting Project Fund, $175,000.00 for Trails from 121 ARP Park Projects Fund and $25,000.00 for Flag Poles from 121 ARP Park Projects Fund.

We ask that you authorize the Expenditures for Park Projects as detailed above.

line item	account name	project name	funding received last f/y	Budgeted this year	Expenditures Encumbrances	balance
093-5-4503-59100	park maint fund gr	red dirt	0	12,000.00	12000	0
093-5-4503-71200	maint fund machin	mowers&gator		34000	34091.04	-91.04
093-5-4503-71228	maint fund field im	field lights	25,000.00	0	0	0
121-5-4503-59100	ARP parks grounds	35000 lights		35000	0	35000
		need landscape timbers		2191.36		2191.4
		2 mowers				
		red dirt				
121-5-4503-59113	Arp Projects DKP	parking lot		150000		150000
		field lights		250,000.00		250000
		trail		175,000.00		175000
		flag pole		25000		25000
140-5-4503-	ed rachal grant	field lights		25000		25000
field light pos	193,00 musco	9740 mia electric				

correction needed	corrected balance		po for lights
-3000	9000	correct po reduce by 3000	
-22000	12000	correct po reduce by 22000	
25000	25000	amend this line item to add 2	25000
-25000	10000	need to amend approval to p	10000
	2191.94		
22000	22000	need approval to transfer purchase of these mowers from arp instead of maint fund	
3000	3000	need approval to transfer purchase of this amount of red from arp instead of maint fun	
	150000		
	250000		142740
	175000		
	25000		
	25000		25000
			202740

AGENDA ITEM #18

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa Purchasing Manager

DATE: January 17, 2023

SUBJECT: CDBG-MIT Regional Mitigation Program's Method of Distribution Development Grant

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Summary:

This item authorizes the City to enter into a contract with Landford Community Management Services, for Administration services for the CDBG-MIT Regional Mitigation Program's Method of Distribution Development GLO Grant for the City of Kingsville.

Background:

We published a Request for Proposals #23-01 in the newspaper on December 1, 2022, and December 8, 2022. Responses were accepted until 2:00 PM on December 13, 2022. Two responses were received from Grant Works of 2201 Northland Drive Austin Texas, 78756, and Langford Community Management Services of 9017 W. HWY. 29, Ste. 206, Liberty Hills, Texas 78642. Staff reviewed the responses received and found the information received to be responsive. The CDBG-MIT Regional Mitigation Program's Method of Distribution Development GLO Grant Selection Review Committee reviewed qualifications and scored the two firms based on the Administration/Professional Service Rating Sheet provided by the CDBG MIT-MOD Procurement Checklist. The firms were scored based on a point evaluation system. Based on the scoring by the Committee, the highest ranked firm was Langford Community Management Services of 9017 W. HWY. 29, Ste. 206, Liberty Hills, Texas 78642, and determined to be the most highly qualified provider based on the Administration/Professional Service Rating Sheet. The CDBG-MIT Regional Mitigation Program's Method of Distribution Development GLO Evaluation Committee recommends Langford Community Management Services for the City of Kingsville Grant Administration Services. The CDBG-MIT Regional Mitigation Program's Method of Distribution Development Grant Evaluation Committee consisted of Commissioner Norma Alvarez, Courtney Alvarez, Mary Valenzuela, Deborah Balli and Charlie Sosa. Please see Ratings below.

Committee	Mary	Deb	Courtney	Com Alavarez	Charlie	**Total**
Administration						
Grant Works	79	89	92	90	87	**437**
Landford	83	88	96	91	91	**449**

City of Kingsville
Purchasing Department

Financial Impact:
None at this time.

Recommendation:
It is recommended that the City Commission authorizes staff to enter into a contract with Langford Community Management Services of 9017 W. HWY. 29, Ste. 206, Liberty Hills, Texas 78642 Grant Administration Services for the City of Kingsville in the event the City is successful in receiving CDBG-MIT Regional Mitigation Program's Method of Distribution Development GLO Grant funding awarded to the City, and that will be brought back to the City Commission for approval at a future meeting.

RESOLUTION #2023-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR GRANT ADMINISTRATION SERVICES FOR MITIGATION SERVICES UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BETWEEN THE CITY OF KINGSVILLE AND LANGFORD COMMUNITY MANAGEMENT SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville has applied for a U.S. Department of Housing and Urban Development Community Development Block Grant-Mitigation (CDBG-MIT) Method of Distribution (MOD) grant being administered by the Texas General Land Office (GLO) for mitigation assistance;

WHEREAS, the City published Request for Proposal (RFP) #23-01 for grant administration services in the newspaper on December 1, 2022 and December 8, 2022, and accepted responses until the deadline on December 13, 2022 with two responses being received;

WHEREAS, the City's review committee reviewed the respondents' qualifications and scored the firms based on a point evaluation system, which resulted in Langford Community Management Services being selected with the highest score;

WHEREAS, the City awarded the RFP for grant administration services on December 15, 2022 to Langford Community Management Services (Langford);

WHEREAS, the City needs to hire a grant administrator to assist with grant compliance for this project with funding for such services coming from the grant;

WHEREAS, after complying with the State's solicitation process and scoring requests for proposals for grant administration services, the City awarded the RFP for professional services related to grant management for the Grant project to the firm/applicant scoring the highest in the RFP process, which was Langford Community Management Services;

WHEREAS, the City and Langford worked to prepare a contract for Grant Administration Services between the City of Kingsville and Langford for CDBG-MIT MOD improvements and the parties both agreed to the terms of the proposed contract, which needs to be approved by City Commission.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter and execute an Agreement for Grant Administration Services for Mitigation Services under the U.S. Department of Housing and Urban Development Community Development Block Grant Program between the City of Kingsville and Langford Community Management Services in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 23rd day of January, 2023.

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

GRANT ADMINISTRATION SERVICES FOR MITIGATION SERVICES UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THE City of Kingsville (the "Subrecipient") and Langford Community Management Services, Tax Identification Number 74-2804904("Provider"), each a "Party" and collectively, "the Parties," enter into the following contract for grant administration services (the "Contract") pursuant to Local Govt. Code 252 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has applied for U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation ("CDBG-MIT") Method of Distribution (MOD) funds, administered by the Texas General Land Office ("GLO") for mitigation assistance; and

WHEREAS, the CDBG-MIT program is funded under the Housing and Urban Development, Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018, Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. No. 115-123.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Activity" means a defined class of works or services authorized to be accomplished using CDBG-MIT grant funds. Activities are specified in Subrecipient Budgets as 'Category,' and the terms are interchangeable under this Contract.

"Administrative and Audit Regulations" means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee's with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

"Amendment" means a written agreement, signed by the parties hereto, which documents alterations to the Contract.

"Benchmark" or "Billing Milestone" means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

"CDBG—MIT" means the Community Development Block Grant—Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" means a document submitted by an engineer or, if none, a construction contractor, to a Grantee which, when executed by the Grantee, indicates acceptance of the non-housing project, as built.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments.

"Contract Period" means the period of time between the effective date of a contract and its expiration or termination date.

"Deliverable" means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form =.

"Federal Assurances" means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment A,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04), "Certifications Regarding Lobbying – Lower Tier Covered Transactions," also in **Attachment A**, attached hereto and incorporated herein for all purposes.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "Generally Accepted Accounting Principles."

"GASB" means the Governmental Accounting Standards Board.

"General Affirmations" means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"GLO-Vendor Contract" means the contract or contracts between the GLO and Provider procured through the Solicitation; such GLO-Vendor Contract is hereby incorporated herein by reference, for all purposes.

"Grant Administration Fee" means the amount to be paid to Provider for all services performed for a Subrecipient.

"HSP" means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/

"Non-housing" refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-MIT program grant.

"Project" means the grant administration services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-MIT non-housing or housing grant, and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines for the CDBG-MIT Program, incorporated herein by reference for all purposes in its entirety.

"Project Period" means the stated time for completion of a Project assigned by Work Order, if any.

"Prompt Pay Act" means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

"Provider" means Langford Community Management Services selected to provide the services under this Contract, if any.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Monthly Report" means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

"Scope of Work" means Provider's detailed scope of work hereby incorporated for all purposes as **Attachment C**.

"Setup" means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.

"Solicitation" means Subrecipient's Request for Proposals, including any Addenda.

"Solicitation Response" means Provider's full and complete response to the Solicitation, including any Addenda.

"Subcontractor" means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

"Subrecipient Agreement" means the contractual agreement for a CDBG-MIT housing or non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

"Technical Guidance Letter or 'TGL'" means an instruction, clarification, or interpretation of the requirements of the CDBG-MIT Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.02 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;

(c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

(f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;

(h) Time is of the essence in this Contract.

(i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, and Attachment G; Solicitation Documents; and Provider's Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed at the direction of the Subrecipient, in assistance to Subrecipient, comprehensive administration services necessary to facilitate activities or the mitigation program in areas affected under the CDBG—MIT MOD Program. Provider will assist the Subrecipient in fulfilling State and Federal CDBG-MIT statutory responsibilities related to recovery from the 2015, 2016 & Hurricane Harvey (2017) flooding by performing grant administration services for non-housing projects. Grant administrative services must be performed in compliance with (i) HUD requirements, (ii) the Non-Exclusive List of Laws, Rules, and Regulations in **Attachment D**; (iii) this Contract and all Attachments, including Provider's Scope of Work **Attachment C**; (iv) any Amendments to this Contract; (v) any Technical Guidance Letter, program requirements, or program guidance that may be issued by the GLO; and (vi) Provider's full and complete response to the RFP ("the Project").

Provider shall be responsible at all times for maintaining close oversight of approved projects and record-keeping including, but not limited to, obtaining and maintaining, through Provider's own efforts, the Subrecipient's current Performance Statement / Implementation Schedule, and Budget, including Revisions approved and Technical Guidance Letters issued by the GLO; and any other information that may be required for the satisfactory performance by Provider of the services herein described or assigned under a Work Order, as discussed below.

Grant writing and application development to include preparation of notices for paper, attendance/presentation for required public hearing, preparation of resolution authorizing submission, Regional Review Committee Scoring Criteria responses, completion of applications forms except for Table 2 and maps (to be provided by engineer) and general assistance in the development of the proposed project for the application.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

MONTHLY REPORTS – APPLICABLE TO NON-HOUSING:

MONTHLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Monthly Report in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Monthly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than monthly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Monthly Report is delinquent or deficient, in the sole discretion of the GLO.

PROJECT COMPLETION REPORTS:

NON-HOUSING SERVICES: Provider shall prepare and submit to the Subrecipient a draft Project Completion Report (PCR) by the close of business no later than thirty (30) days from Provider's receipt of the fully executed final Certificate of Construction Completion ("COCC"). Provider shall then cooperate with the Subrecipient to submit the final, signed, PCR to the GLO by the close of business no later than sixty (60) days from Provider's receipt of the fully executed final COCC. The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all Subrecipient projects, both as originally assigned and as ultimately completed, accounting for all Amendments, Revisions, and Technical Guidance Letters, if any.

II. TERM

2.01 DURATION

This Contract shall be effective as of December 15th, 2022, the date of hiring by the City and shall terminate after closing of project with GLO. Any extension will be subject to terms and conditions mutually agreeable to both parties

2.02 EARLY TERMINATION

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

The application will be completed at $0.00 amount.

The Grant Administration Fee shall not exceed an amount of **$276,255.00** (7%) The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act Tex. Govt. Code Ch. 2251.

Total CDBG-MIT Award (Non-Housing Activities)	Percentage Cap
$249,999,99 or less	13%
$250,000-$749,999.99	11%
$750,000-$999,999.99	10%
$1 million-$24,999,999.99	8%
$25 million or over	6%

The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in **SECTION 1.04**, above.

At a minimum, invoices must clearly reflect:

(a) Provider's Contract Number;

(b) Service Period

(c) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;

(d) the current amount being billed;

(e) the cumulative amount billed previously;

(f) the balance remaining to be billed; and

(g) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

MILESTONES

	Not-To-Exceed Draw Percentages					
Milestones	**Construction Funds**	**Engineering Funds**	**Grant Administration Funds**	**Special Environmental Funds**	**Environmental Funds**	**Acquisition Funds**
Project Kick-Off Meeting and Start-up Documentation			15%			
Engineering Contract Executed		30%				
Environmental Contract Executed			30%			
100% Design Approval		60%				
Special Environmental Report Approval				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertisement		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built Plans/ COCC/FWCR	100%	100%	95%			
Grant Completion Report Approval			100%			

IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated under the Housing and Urban Development, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123) enacted on February 9, 2018. It is to mitigate disaster risk and reduce future losses, and allow grantees the opportunity to transform state & local planning, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the 2015, 2016 & Hurricane Harvey (2017) Floods, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The Fulfillment of the Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.

(b) **All participants in the CDBG-MIT grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**

(c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

https://www.bpn.gov/ccr/

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

(a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.

(b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

(a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

(c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-MIT grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- **THIS CONTRACT;**
- **ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

(a) withholding of income taxes, FICA, or any other taxes or fees;
(b) industrial or workers' compensation insurance coverage;
(c) participation in any group insurance plans available to employees of the State of Texas;
(d) participation or contributions by the State to the State Employees Retirement System;
(e) accumulation of vacation leave or sick leave; or
(f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient
City of Kingsville
400 W. King Ave.
Kingsville, Texas 78363
Attention: Sam R. Fugate, Mayor

Provider
Langford Community Management Services, Inc.
9017 W. State HWY 29, Suite 206
Liberty Hill, Texas 78642
Attention: Judy Langford, President

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Kleberg County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

If the CDBG-MIT program imposes a reduction in administrative grant funds due to non-compliance and/or disallowed costs as stipulated by the agency, the contracting parties will negotiate an agreement of payment. If the non-compliance and/or disallowed costs is (are) not the fault or in control of the consulting firm, the County will be responsible for the difference in grant funds.

If the negotiation phase between the contracting entities does not reach an agreement, executives of the contracting entities, with decision-making authority, will enter into mediation to facilitate a settlement by employing a skilled neutral, not to impose a solution, but to assist the parties in reaching agreement. A final binding Arbitration Phase will occur in case the non-binding phase produces no settlement.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-MIT program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on this 17th day of January, 2023.

City of Kingsville

BY: _____
(Subrecipient's Authorized Representative)

Sam R. Fugate
(Printed Name)

Mayor
(Title)

BY: _____
(Langford Community Management Services)

Judy Langford
(Printed Name)

President
(Title)

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

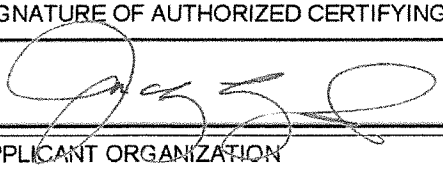
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	President
APPLICANT ORGANIZATION	DATE SUBMITTED
Langford Community Management Services	1/17/2023

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

N/A

PRINT

THIS FORM MUST BE EXECUTED

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF CONTRACTOR	AWARD NUMBER AND/OR PROJECT NAME
Langford Community Management Services	City of Kingsville MOD Application

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Judy Langford, President

SIGNATURE	DATE
	1/17/2023

1 24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.

3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.

4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.

7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (https://www.sam.gov/), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.

11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION SERVICES
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED 2
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SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-DR qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-DR application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete disaster recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the Texas CDBG Disaster Recovery program.

Grant Administration Services – General

(a) Administrative Duties:

i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.

ii. May assist in public hearings.

iii. Will work with GLO's system of record.

iv. Provide monthly project status updates.

v. Funding release will be based on deliverables identified in the contract.

vi. Labor and procurement duties:

a. Provide all Labor Standards Officer (LSO) Services.

b. Ensure compliance with all relevant labor standards regulations.

c. Ensure compliance with procurement regulations and policies.

d. Maintain document files to support compliance.

vii. Financial duties:

a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).

b. Assist subrecipient with the procurement of audit services.

c. Assist subrecipient in establishing and maintaining a bank account for disaster recovery funds.

d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.

e. Implementation and coordination of Section 504 requirements.

f. Program compliance.

g. Ensure that fraud prevention and abuse practices are in place and being implemented.

h. Prepare and submit all closeout documents.

i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.

j. Assist in preparation of contract revisions and supporting documents including but not limited to:

- Amendments/modifications,
- Change orders.

(b) Construction Management

i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.

ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.

iv. The provider may assist the subrecipient with project Activity Draws/Close Out.

v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

vi. The provider may assist the subrecipient in developing

Architectural and Engineering plans with guidance from the GLO.

vii. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

i. Ensure program compliance including all CDBG-DR requirements and all part's therein, current Federal Register, etc.

ii. Assist subrecipient in establishing and maintaining financial processes.

iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.

iv. Establish and maintain record keeping systems.

v. Assist subrecipient with resolving monitoring and audit findings.

vi. Serve as monitoring liaison.

vii. Assist subrecipient with resolving third party claims.

viii. Report suspected fraud to the GLO.

ix. Submit timely responses to the GLO requests for additional information.

x. Complete draw request forms and supporting documents.

xi. Facilitate outreach efforts, application intake, and eligibility review.

xii. Perform any other administrative duty required to deliver the project.

xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.

xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties:

i. Submit acquisition reports and related documents.

ii. Establish acquisition files (if necessary).

iii. Complete acquisition activities (if necessary).

(c) Environmental Services

i. Assist detailed scope of services

a. Review each Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;

b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;

c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;

d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;

e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;

f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;

g. Complete and submit the environmental review into GLO's system of record;

h. At least one site visit to project location and completion of a field observation report

i. Prepare and submit for publication all public

notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;

j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;

k. Process environmental review and clearance in accordance with NEPA;

l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;

m. Prepare and submit Monthly Status Report; and

n. Participate in regularly scheduled progress meetings.

Grant Administration Services – Rental Housing

a) Administrative Duties:

i. Develop and submit for approval rental guidelines.

ii. Assist the grant recipient in developing a Notice of Funding Availability (NOFA).

iii. Develop and submit for approval an Affirmative Marketing Plan on behalf of the subrecipient utilizing GLO guidance.

iv. Develop a tenant selection policy on behalf of the subrecipient based on GLO guidance.

v. Develop and submit for approval a needs assessment on behalf of the subrecipient based on GLO guidance.

vi. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.

vii. Develop and submit a monitoring plan for approved projects on behalf of the subrecipient based on GLO guidance.

viii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO Form

11.17, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO Form 11.17, as the basis for construction and payment due to the contractor.

b) Project Case Management:

i. Assist the subrecipient with any project, transaction, service or response that is "opened" and "closed" over a period of time to achieve resolution of a problem, claim, request, proposal, development or other complex activity.

ii. Assist the subrecipient in developing project application eligibility procedures, processing, and approvals.

c) Site Inspections:

i. Assist the subrecipient with Disaster Damage Assessments (Damage Inspections) - Assist in performing a visual field review of projects to determine the presence of damage to the project that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:

a. Assist the subrecipient with observations and documentation (written and photographic) of findings of disaster-related damage to the following:

i. Foundation;

ii. Exterior walls;

iii. Exterior wall finishes;

iv. Windows and doors;

v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);

vi. Floor system and structure;

vii. Electrical system components;

viii. Plumbing system components;

ix. Heating, ventilation and air conditioning system;

x. Interior wall finishes;

xi. Interior fixtures and components;

xii. Porches;

xiii. Exterior stairs and ramps;

xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.

b. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspector's report will include:

i. The reviewer's name;

ii. The property address;

iii. The homeowner's name;

iv. A checklist of housing components that may have received disaster damage, if any;

v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage;

vi. The reviewer's certification, signature, and date of review.

c. The results of the disaster damage assessment may be provided in a format similar to *Forms 11.01 or 11.01A*. The 11.01A, Initial Inspection Checklist, Short will be completed for homes that have received disaster damage that obviously cannot be rehabilitated. Form 11.01 will be completed in accordance with the guidance contained in HQS 52580.

ii. Estimated Cost of Repair Inspection (Work Write-Up):

a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a project has been determined eligible for Program

assistance, the respondent will prepare an Estimated Cost of Repair (ECR) for the program-eligible repairs.

b. ECR's will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the project into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.

c. Assistance to the subrecipient may include:

    i. Contact the project owner to schedule a date and time to perform the field review.

    ii. Travel to the project site.

    iii. Perform the visual review of the project to determine the approximate amount and extent of damage to the project. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.

    iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:

        a. a summary list of items to be addressed;

        b. a basic description of the repair approach for each item;

        c. estimated item quantities; and

        d. site photographs.

    v. Consider the following in preparation of the ECR:

        a. the specific materials needed;

        b. the quantity of those materials;

        c. trades involved;

d. the level of effort and duration for each trade;

e. estimated rates and manpower; and

f. equipment required to accomplish each of the identified repairs.

vi. Utilize the following to develop the ECR:

a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;

b. experience with projects of similar size and scope; and

c. Knowledge of the local market rates and conditions.

vii. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the subrecipient. The final ECR will include the following:

a. a completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.

viii. Assist the subrecipient with project inspections at:

a. 50% complete

b. A final inspection at 100% complete

ix. In the case of a single family rental, assist the subrecipient with reconstruction inspections:

a. Foundation

b. 33% complete progress inspection

c. 66% complete progress inspection

d. Final inspection at 100% completion

e. Arrange for and TREC inspection to be conducted prior to closing.

x. Upon notification of a project being ready for a Construction Review, the provider may:

a. Contact the project owner and or subrecipient to schedule a date and time to perform the Review.

b. Travel to the project site.

c. Conduct on-site observations (field review) of the work completed.

The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion.
During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

i. Estimated amounts owed to the Contractor.

ii. Items of work that are incomplete (Punch List items).

iii. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

d) Environmental Service

i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the program. The provider may provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.

ii. The provider may submit a request for Special Services to

subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.

iii. Special services may include, but are not limited to the following tasks:

a. Archeological study required by SHPO;

b. Lead-based paint and/or asbestos inspection; and

c. Wetlands assessment.

Grant Administration Services – Non-Rental Housing

a) Administrative Duties:

i. Develop and implement Outreach Plans detailing specific outreach for the project. Plans will be required to be submitted and approved by GLO on a project by project basis.

ii. Perform extensive community outreach to affected areas on behalf of the subrecipient utilizing GLO guidance.

iii. Develop and submit for approval Housing Guidelines on behalf of the subrecipient utilizing GLO guidance.

iv. Develop and submit for approval a Needs Assessment on behalf of the subrecipient based on GLO guidance.

v. Provide case management support to subrecipient to manage the grant applications process, including but not limited to:

a. creating eligibility procedures to lessen the fallout of applicants;

b. advising applicants on eligibility and program requirements, and assist in application preparation and submission;

c. facilitating intake of applications from grant applicants;

d. performing eligibility reviews;

e. processing applications, including necessary communications;

f. capture applicant fallout reasons; and

g. the follow-up to grant applicants.

vi. Participate in the appeals process and handling of disputes for disallowed/ineligible applications.

vii. Act as an advocate for applicants through appeals process when required.

viii. Assist applicants through housing construction process.

ix. Perform other application management and homeowner support duties as required to ensure the success of the program.

x. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.

xi. Provide construction and builder management services as required to comply with applicable construction codes and program requirements.

xii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO *Form 11.17*, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO *Form 11.17,* as the basis for construction and payment due to the contractor.

b) Site Inspections

i. Establish Disaster Damage Assessments (Damage Inspections).

a. Assist in performing a visual field review of single-family housing units to determine the presence of damage to the home that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:

b. The respondent may assist the subrecipient with:

i. Contacting the Homeowner to schedule a date and time to perform the field review.

ii. Traveling to the project site.

iii. Interviewing the Homeowner on site to gain a perspective of the pre-disaster condition of the

structure; damage resulting directly from the disaster; and damage resulting from subsequent deterioration. The provider may utilize this information to assist in its review of the housing unit.

c. Performing the visual review of the housing unit to determine the presence of damage to the home that may be attributed to a national disaster declaration. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage to the following:

i. Foundation;

ii. Exterior walls;

iii. Exterior wall finishes;

iv. Windows and doors;

v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);

vi. Floor system and structure;

vii. Electrical system components;

viii. Plumbing system components;

ix. Heating, ventilation and air conditioning system;

x. Interior wall finishes;

xi. Interior fixtures and components;

xii. Porches;

xiii. Exterior stairs and ramps;

xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.

d. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspectors report will include:

i. The reviewer's name;

ii. The property address;

iii. The homeowner's name;

iv. A checklist of housing components that may have received disaster damage, if any;

v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage; and

vi. The reviewer's certification, signature, and date of review.

The results of the disaster damage assessment may be provided in a format similar to the *11.01 or 11.01A* forms. The *11.01A, Initial Inspection Checklist, Short* will be completed for homes that have received disaster-damage that obviously cannot be rehabilitated. *Form 11.01,* will be completed in accordance with the guidance contained in HQS 52580.

ii. Estimated Cost of Repair Inspection (Work Write-Up).

a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a property has been determined eligible for Program assistance, the respondent will prepare an Estimated Cost of Repair ("ECR") for the program-eligible repairs.

b. ECRs will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the home into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.

c. Assistance to the subrecipient may include:

i. Contact the Homeowner to schedule a date and time to perform the field review.

ii. Travel to the project site.

iii. Perform the visual review of the housing unit to determine the approximate amount and extent of damage to the home. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.

iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:

a. a summary list of items to be addressed;

b. a basic description of the repair approach for each item;

c. estimated item quantities; and

d. site photographs.

iii. Consider the following in preparation of the ECR:

a. the specific materials needed;

b. the quantity of those materials;

c. trades involved;

d. the level of effort and duration for each trade;

e. estimated rates and manpower; and

f. equipment required to accomplish each of the identified repairs.

iv. Utilize the following to develop the ECR:

a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;

b. experience with projects of similar size and scope; and

c. knowledge of the local market rates and conditions.

v. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the applicable subrecipient. The final ECR will include the following:

   a. A completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.

vi. Assist the subrecipient with Rehabilitation Inspections at:

   a. 50% complete progress inspection

   b. A final inspection at 100% complete

vii. Assist the subrecpieint with reconstruction inspections at:

   a. Foundation

   b. 33% complete progress inspection

   c. 66% complete progress inspection

   d. A final inspection at 100% complete

viii. Upon notification of a home being ready for a Construction Review, the provider may contact the homeowner and contractor to schedule a date and time to perform the Review.

   a. Travel to the project site.

   b. Conduct on-site observations (field review) of the work completed. The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion. During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

   a. Estimated amounts owed to the Contractor.

b. Items of work that are incomplete (Punch List items).

c. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

c) Environmental Services

i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the Program. The provider will provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.

ii. The provider may submit a request for Special Services to subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.

iii. Special services may include, but are not limited to the following tasks:

a. Archeological study required by SHPO;

b. Lead-based paint and/or asbestos inspection; and

c. Wetlands assessment.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.)*, particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24,1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Central Insurance Agency 6000 N. Lamar Blvd Austin TX 78752	CONTACT NAME: Jesus Sanchez PHONE (A/C, No, Ext): (512) 451-6551 FAX (A/C, No): (512) 454-0183 E-MAIL ADDRESS: jsanchez@centralins.com
INSURED Langford Community Management Services, Inc. 9017 W. Hwy 29, Suite 206 Liberty Hill TX 78642	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Lloyds — 38253 INSURER B : Sentinel Ins Co, LTD — 11000 INSURER C : Travelers Casualty & Surety Co of America INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2023/24 GL w/HNO WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			65SBANN6521	01/09/2023	01/09/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EPLI	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			65SBANN6521	01/09/2023	01/09/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		65WBCAT2987	01/09/2023	01/09/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liability			106982718	09/18/2022	09/18/2023	Each Occurrence General Aggregate Deductible	$2,000,000 $2,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

INSURED'S COPY FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

Italics – Explanatory; NOT CONTRACT LANGUAGE

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., p, 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) {11))
>$10,000	*B) All contracts in excess of $10, 000 must address termination for cause and for convenience by the non-• Federal entity including the manner by which it will be affected and the basis for settlement.* Termination for Cause: If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. Termination for Convenience of the City/County: City/County may at any time and for any reason terminate Contractor 's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.	2 CFR 2:00 APPENDIX II (B)

>$50,000	***(A) Contracts for more than $50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.*** Use the following language for contracts > $50,000: <u>Resolution of Program Non-compliance and Disallowed Costs:</u> In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.	2 CFR 200 APPENDIX II (A)
Equal Opportunity Clause for Construction Contracts > $10K, including administration & engineering contracts associated with construction contracts.		
≥$10,000	2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity. Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, "and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." <u>§60-1.4(b) Equal opportunity clause:</u> *(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract. loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, the following equal opportunity clause:* During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled , terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

	orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11. 2015]	

CONSTRUCTION CONTRACTS

>$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >$100,000 for Contract Work Hours and Safety Standards Act	*Federal labor standards provisions include:* 1. *Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);* 2. *Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3): and* 3. *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)*	

>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874: 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3)* (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144 and 3146-3148 as supplemented by Department of Labor regulations {29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback " Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations {29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency	2 CFR 200 APPENDIX II (D)
≥$100,000	(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
>$100,000	(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	*2 CFR 200 APPENDIX II (G)*

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-972741

Date Filed:
01/17/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Langford Community Management Services, Inc.
LIBERTY HILL, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Kingsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
GLO-MOD Application
Grant Administrative Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Langford, Judy	Liberty Hill, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Judy Langford, and my date of birth is 12/25/60.

My address is 9017 W. State HWY 29, Suite 206 (street), Liberty Hill (city), TX (state), 78642 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 17th day of January (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

AGENDA ITEM #19

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: January 17, 2023

SUBJECT: Emergency 8" Wastewater Main Line Repair

Summary:

This item authorizes the City Manager to execute a contract and approve emergency repairs with Bridges Specialties Inc., 4233 FM 624 Robstown, Texas 78380 to repair an eight-inch wastewater main crossing General Cavazos roadway.

Background:

The existing eight-inch clay wastewater main collapsed posing a threat to the General Cavazos roadway. Wastewater Department was called out to investigate a backage at the 800 block of General Cavazos, upon the investigation the crew discovered the 8" clay line had collapsed under General Cavazos roadway at a depth of approximately 11 foot and was no longer flowing. The location and depth necessitated an emergency repair by a qualified third party. Bridges Specialties Inc. was able to mobilize and repair the emergency 8" clay line using a Pipe Burst method type of repair. Please see attached Proposal and breakdown of costs associated with repair.

Financial Impact:

Funds are available through 051-5-7001-86000 Utility Fund Budget Amendment Reserve, of which $150,000.00 are budgeted this fiscal year, the total amount of project is $84,500.00.

Recommendation:

It is recommended for the City Commission authorize the City Manager to execute a contract and approve emergency repairs with Bridges Specialties Inc., 4233 FM 624 Robstown, Texas 78380 to repair an eight-inch wastewater main crossing General Cavazos in the amount of $84,500.00. It is also recommended the City Commission approve a budget amendment for the emergency wastewater main line repairs.

City of Kingsville, TX

Budget Report
Account Summary
For Fiscal: 10/2022-09/2023 Period Ending: 01/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 051 - UTILITY FUND								
Expense								
051-5-7001-11100	Salaries & Wages	352,435.00	352,435.00	14,007.87	82,814.87	0.00	269,620.13	76.50 %
051-5-7001-11200	Overtime	18,050.00	18,050.00	775.75	5,458.68	0.00	12,591.32	69.76 %
051-5-7001-11301	Longevity - Non Civil Service	5,295.00	5,295.00	193.83	1,272.42	0.00	4,022.58	75.97 %
051-5-7001-11400	Retirement - TMRS	30,829.00	30,829.00	1,232.90	7,278.87	0.00	23,550.13	76.39 %
051-5-7001-11500	FICA	28,973.00	28,973.00	1,075.33	6,444.56	0.00	22,528.44	77.76 %
051-5-7001-11600	Group Health Insurance	106,227.00	106,227.00	5,403.03	31,185.55	0.00	75,041.45	70.64 %
051-5-7001-11700	Workers' Compensation	6,220.00	6,220.00	0.00	1,208.69	0.00	5,011.31	80.57 %
051-5-7001-11800	Unemployment Compensation	2,274.00	2,274.00	15.11	22.95	0.00	2,251.05	98.99 %
051-5-7001-12000	Certification Pay	2,950.00	2,950.00	113.12	743.36	0.00	2,206.64	74.80 %
051-5-7001-12300	Life Insurance	780.00	780.00	57.34	199.46	0.00	580.54	74.43 %
051-5-7001-21100	Supplies	4,300.00	4,300.00	0.00	701.51	0.00	3,598.49	83.69 %
051-5-7001-21300	Uniforms & Personal Wear	2,020.00	2,020.00	0.00	235.41	0.00	1,784.59	88.35 %
051-5-7001-21400	Chemicals	210,000.00	210,000.00	2,742.00	127,115.96	75,440.00	7,444.04	3.54 %
051-5-7001-21500	Motor Gas & Oil	14,500.00	14,500.00	0.00	6,307.44	0.00	8,192.56	56.50 %
051-5-7001-21700	Minor Eq/Furniture	2,900.00	2,900.00	0.00	1,034.46	0.00	1,865.54	64.33 %
051-5-7001-22100	Lab Supplies/Chemicals	15,500.00	15,500.00	0.00	1,577.86	317.50	13,604.64	87.77 %
051-5-7001-22400	Medical Supplies	260.00	260.00	0.00	0.00	0.00	260.00	100.00 %
051-5-7001-31400	Communications	7,836.00	7,836.00	495.85	2,565.82	0.00	5,270.18	67.26 %
051-5-7001-31500	Postage & Freight	280.00	280.00	0.00	0.00	0.00	280.00	100.00 %
051-5-7001-31900	Professional Services	92,200.00	92,200.00	276.50	5,609.50	65,163.13	21,427.37	23.24 %
051-5-7001-31915	Prof. Services-GPS	192.00	192.00	0.00	64.00	128.00	0.00	0.00 %
051-5-7001-31970	Prof Svcs - Audit Services	12,688.00	12,688.00	0.00	645.27	11,647.52	395.21	3.11 %
051-5-7001-32500	Printing & Publishing	200.00	200.00	0.00	0.00	0.00	200.00	100.00 %
051-5-7001-32600	Training & Travel	3,950.00	3,950.00	0.00	390.00	0.00	3,560.00	90.13 %
051-5-7001-32700	Memberships & Dues	520.00	520.00	0.00	0.00	0.00	520.00	100.00 %
051-5-7001-33800	Equipment Rent	1,900.00	1,900.00	0.00	175.32	0.00	1,724.68	90.77 %
051-5-7001-33900	Catering	1,098.00	1,098.00	0.00	311.60	0.00	786.40	71.62 %
051-5-7001-34000	State Fees	20,928.00	20,928.00	0.00	20,027.67	0.00	900.33	4.30 %
051-5-7001-34900	Utilities	240,300.00	240,300.00	0.00	37,252.98	0.00	203,047.02	84.50 %
051-5-7001-35400	Laundry	3,465.00	3,465.00	0.00	561.49	0.00	2,903.51	83.80 %
051-5-7001-38500	Insurance-Property/Liability	56,226.00	56,226.00	0.00	9,150.42	0.00	47,075.58	83.73 %
051-5-7001-41100	Vehicle Maintenance	5,000.00	5,000.00	0.00	1,650.94	0.00	3,349.06	66.98 %
051-5-7001-41400	Equipment Maintenance	2,500.00	2,500.00	0.00	1,212.25	662.44	625.31	25.01 %
051-5-7001-54300	Utility Plant	100,000.00	100,000.00	0.00	548.12	22,324.22	77,127.66	77.13 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
051-5-7001-55100	Sewer Line	100.00	100.00	0.00	25.20	0.00	74.80	74.80 %
051-5-7001-86000	Budget Amendment Reserve	150,000.00	150,000.00	0.00	0.00	84,500.00	65,500.00	43.67 %
	Expense Total:	**1,502,896.00**	**1,502,896.00**	**26,388.63**	**353,792.63**	**260,182.81**	**888,920.56**	**59.15 %**
	Fund: 051 - UTILITY FUND Total:	**1,502,896.00**	**1,502,896.00**	**26,388.63**	**353,792.63**	**260,182.81**	**888,920.56**	**59.15 %**
	Report Total:	**1,502,896.00**	**1,502,896.00**	**26,388.63**	**353,792.63**	**260,182.81**	**888,920.56**	**59.15 %**

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 051 - UTILITY FUND							
Expense	1,502,896.00	1,502,896.00	26,388.63	353,792.63	260,182.81	888,920.56	59.15 %
Fund: 051 - UTILITY FUND Total:	**1,502,896.00**	**1,502,896.00**	**26,388.63**	**353,792.63**	**260,182.81**	**888,920.56**	**59.15 %**
Report Total:	**1,502,896.00**	**1,502,896.00**	**26,388.63**	**353,792.63**	**260,182.81**	**888,920.56**	**59.15 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
051 - UTILITY FUND	1,502,896.00	1,502,896.00	26,388.63	353,792.63	260,182.81	888,920.56	59.15 %
Report Total:	**1,502,896.00**	**1,502,896.00**	**26,388.63**	**353,792.63**	**260,182.81**	**888,920.56**	**59.15 %**

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR EMERGENCY WASTEWATER 8-INCH LINE REPAIR.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#27

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 051 – Utility Fund					
Expenditures					
7001	WW	Professional Services	31400	$84,500	
7001	WW	Budget Amendment Reserve	86000		$84,500

[To amend the City of Kingsville FY 22-23 budget to appropriate funding emergency wastewater 8-inch line repair. Funding will come from the Budget Amendment Reserve line item in the Wastewater Division of Utility Fund.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 23rd day of January 2023.

PASSED AND APPROVED on this the _____ day of February 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #20

RESOLUTION #2023_____

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING STAFF TO PROCEED WITH THE SALE OF THE CITY'S REAL PROPERTY KNOWN AS KENEDY PARK LOCATED OFF 14th STREET AND EAST KENEDY STREET (5TH ADDITION, BLOCK 4, LOTS 17-32 & E 40' OF ABANDONED S. 13TH ST.) IN KINGSVILLE, TEXAS.

WHEREAS, the City of Kingsville owns approximately 1.4141 acres of land off the corner of 14th Street and East Kenedy Street known as Kenedy Park (5th Addition, Block 4, Lots 17-32 & E40' of abandoned South 13th Street), in Kingsville, Texas;

WHEREAS, the property was purchased by the City from the Kleberg Town & Improvement Company in 1944 as recorded in the Kleberg County records office in Volume 64, Page 263, #28529;

WHEREAS, the Parks Master Plan adopted in 2017 identified Kenedy Park as a location that was not needed as a park property given the proximity of other neighborhood parks that have amenities in them to service the area; and

WHEREAS, due to its size the land is underdeveloped as a park and the City has no future plans for the land;

WHEREAS, the City's Parks Master Plan determined there was already a sufficient amount of park land to serve the needs of the residents;

WHEREAS, the Texas Parks and Wildlife Code (Chapter 26) and the Texas Local Government Code (Chapter 253) require certain actions be taken prior to the use or taking of park land for non-park purposes;

WHEREAS, the City advertised in the Kingsville Record on February 3, 10 & 17, 2019 and in the Corpus Christi Caller-Times on February 3, 10 & 17, 2019 that a public hearing would be held at a City Commission meeting on February 25, 2019 for the purpose of considering decommissioning three pieces of park land, with the above-referenced property being one of those three properties;

WHEREAS, the City called for and then held a special election on May 4, 2019 to seek voter approval for the decommissioning of three pieces of park land and the measures were approved by local voters;

WHEREAS, the City Commission of the City of Kingsville via Resolution #21-46 on July 26, 2021 found it was in the best interest of the citizens of Kingsville that the approximately 1.4141 acres of land off the corner of 14th Street and East Kenedy Street known as Kenedy Park (5th Addition, Block 4, Lots 17-32 & E40' of abandoned South 13th Street), in Kingsville, Texas be decommissioned as park land to allow for it to be placed for sale as authorized by the Texas Local Government Code with any sale proceeds being placed back into the park system;

WHEREAS, the City has contacted the King Ranch regarding this proposal and they have no objection and the City desires that the proceeds from the sale of Kenedy Park be used for the development of the Chamberlain Park project to the north of City Hall;

WHEREAS, the City Commission of the City of Kingsville found on July 26, 2021 via Resolution #2021-46 that it was in the best interest of the citizens of Kingsville that the approximately 1.4141 acres of land off the corner of 14th Street and East Kenedy Street at 5th Addition, Block 4, Lots 17-32 & E 40' of abandoned S. 13th St., in Kingsville, Texas be placed for sale as authorized by the Texas Local Government Code;

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

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

WHEREAS, on July 21, 2021 the City Commission via Resolution #2021-46 found the property does not meet any of the exceptions to the bidding requirement as set out in Texas Local Government Code Section 272.001, staff previously recommended the property be sold via a broker as allowed by Texas Local Government Code Section 253.014 with the best offer coming back before the Commission for approval of the sale;

WHEREAS, the City previously approved Resolution #2021-50 on August 23, 2021 to enter into a Commercial Real Estate Listing Agreement with the exclusive right to sell with a local broker Connie Womack in order to list the property through a multiple-listing service pursuant to state law;

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

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

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

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

I.

THAT the City Commission of the City of Kingsville finds that all conditions precedent to the placing this land for sale have been met and authorizes and directs the City Manager as an act of the City of Kingsville, Texas to accept the bid received and take actions necessary to complete the real property sale in compliance with the Texas Local Government Code for the City's approximately 1.4141 acres of real property off the corner of 14th Street and East Kenedy Street at 5th Addition, Block 4, Lots 17-32 & E 40' of abandoned S. 13th St., in Kingsville, Texas.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission the 23rd day of January, 2023.

_____

Sam Fugate, Mayor

ATTEST:

_____

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____

Courtney Alvarez, City Attorney

REAL ESTATE CONTRACT

This Real Estate Contract ("**Contract**") is entered into between **CITY OF KINGSVILLE** ("**Seller**") and **VAQUERO VENTURES MANAGEMENT, LLC AND/OR ASSIGNS** ("**Purchaser**" or "**Buyer**").

1. **Property**. Seller agrees to sell and convey to Purchaser and Purchaser agrees to buy from Seller approximately 1.41 acres of land located at 900 East Kenedy Avenue Kingsville, Texas 78363, as further shown on Exhibit "A" attached hereto and incorporated herein by reference (the "**Land**") together with all buildings, structures, improvements, signage (collectively, the "**Improvements**") and systems, fixtures, equipment, and personal property of every kind and character owned by Seller and located on or used in connection with the Land or Improvements (the "**Personalty**") situated thereon and all and singular all other rights, privileges, appurtenances owned by Seller and in any way related to said property, including any right, title, and interest of Seller, in its capacity as the real property owner but not in its capacity as a governmental body, in and to adjacent streets, alleys, or rights of way and all rights of Seller, in its capacity as the real property owner but not in its capacity as a governmental body, relating to ingress and egress and all strips and gores between such real property and any adjacent land (the Land, Improvements and Personalty are collectively referred to herein as the "**Property**"). The exact size and legal description of the Property shall be determined by a survey, as provided in Section 5 hereof.

2. **Purchase Price; Earnest Money Deposit**. The purchase price for the Property shall be $395,000.00 (the "**Purchase Price**"). The Purchase Price shall be payable in cash at Closing subject to the adjustments and prorations which are provided for in this Contract. Within 10 Business Days (as hereinafter defined) after the Effective Date (as hereinafter defined) of this Contract, Purchaser shall deliver the Earnest Money (as hereinafter defined) to Title Partners, LLC, Attn: Traci R. Miller, 8350 North Central Expressway, North Mezzanine, #M1090, Dallas, Texas, 75206, Email: traci.miller@titlepartnersllc.com ("**Title Company**"). The Earnest Money shall thereafter be held by the Title Company in escrow as herein provided. The "**Earnest Money**" shall be Purchaser's check or wire in the amount of $10,000.00 and all interest accrued thereon. If the purchase and sale hereunder is consummated in accordance with the terms and provisions hereof, the Earnest Money shall be applied to the cash portion of the Purchase Price at the Closing. In all other events, the Earnest Money shall be disposed of by the Title Company as herein provided. The term "**Business Days**" as used in this Contract means Mondays through Fridays except legal holidays. Notwithstanding anything in this Contract to the contrary, $100.00 of the Earnest Money will be non-refundable to Purchaser and distributed to Seller upon any termination of this Contract as independent consideration (the "**Independent Consideration**") for Seller entering into this Contract to the exclusion of other potential purchasers and granting Purchaser the right to inspect and evaluate the Property during Purchaser's Feasibility Period (as defined below). The Independent Consideration is not refundable to Purchaser under any circumstance, but will be applied to the Purchase Price upon the Closing.

3. **Representations, Warranties and Covenants**. In order to induce Purchaser to enter into this Contract, Seller represents, warrants and covenants to Purchaser that, as of the Effective Date and the Closing Date:

(a) To the best of Seller's knowledge, (i) there is no pending or threatened condemnation, litigation, assessment, or similar proceeding affecting the Property or any part thereof, nor is any such proceeding or assessment contemplated by any governmental authority, and (ii) there is no pending or threatened governmental proceeding which would impair or limit the normal usage or access to the Property;

(b) Seller has not received any notice (written or oral) of any violation of any restrictive covenant, ordinance, regulation, law or statute of any governmental agency that may pertain to the Property;

(c) Seller has full power to execute and deliver this Contract and perform all of its obligations under this Contract. Seller is fully authorized to sell the Property without the joinder of any

other person or entity and has good and indefeasible fee simple to the Property and good and marketable title to any part of the Property constituting personal property all free of any liens, security interests, exceptions, conditions or encumbrances except the Permitted Exceptions and matters which will be released or cured on or prior to Closing;

(d) There are no unpaid charges, costs, or expenses for improvements in, on, or upon the Property which might form the basis for a claim for or affixation of any type of mechanic's, materialman's, laborer's, artisan's, or other statutory lien;

(e) The Property is vacant and there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, licensees, or trespassers. There are no options or contracts granting any rights to acquire any right, title, or interest in all or any portion of the Property;

(f) There are no contracts of employment, management, service, supply or rental outstanding that affect any of the Property or its operations that will survive Closing;

(g) There is no action, suit, proceeding or claim affecting Seller or the Property or any portion thereof relating to or arising out of any lease or the ownership, operation, use or occupancy of the Property pending or being prosecuted in any court or by or before any Federal, State, County or municipal department, commission, board, bureau or agency or other governmental instrumentality nor has any such action, suit, proceeding or claim been threatened; there is no proceeding pending or presently being prosecuted for the reduction of the assessed valuation or taxes or other impositions payable in respect of any portion of the Property;

(h) There are no attachments, executions or assignments for the benefit of creditors or voluntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened by or against Seller or otherwise affecting the Property;

(i) There are no pending actions against Seller regarding any environmental law, regulation or ordinance, and Seller has not received written notice in any form of such an action, or of a possible claim;

(j) There are no Hazardous Materials (as hereinafter defined) on, in, under or emanating from the Property. The term "**Hazardous Materials**" means any "hazardous substance" as defined in the Resource Conservation and Recovery Act, as amended, ("RCRA") the Comprehensive Environmental Response, Compensation and Liability Act, as amended, ("CERCLA") the Superfund Amendments and Preauthorization Act, as amended, any other Federal, State or local laws, ordinances and regulations pertaining to hazardous or toxic substances and substances which are toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic or mutagenic, or which contain petroleum hydrocarbons, polychlorinated biphenyls, asbestos, asbestos containing material and urea formaldehyde; all required federal, state and local permits concerning or related to environmental protection and regulation at the Property have been secured and are current; Seller is and has been in full compliance with such environmental permits, and any other requirements under any federal, state or local law, regulation or ordinance; there are no pending actions against Seller regarding any environmental law, regulation or ordinance, and Seller has not received notice in any form of such an action, or of a possible claim; there are no past or current releases of hazardous substances on, over, at, from, into, or onto the Property, as those terms are understood under the CERCLA, the RCRA and any other environmental laws which may be applicable to the Property; and Seller is not aware of any environmental condition, situation or incident on, at or concerning the Property that possibly could give rise to an action to or liability under any law, ordinance or common law theory;

(k) The Land is not subject to assessment or collection of additional taxes for prior years based upon a change of land usage or ownership. No part of the Property has been assessed for real estate taxes during the preceding 5 years by treating the Land or any part thereof as "agricultural use land," "open-space land," "qualified timberland," "qualified restrictive use timberland," or "wildlife management," within the meaning of the Texas Constitution or the Texas Tax Code nor using any other valuation method based on the Property's production capacity or by any other special appraisal method that allows for appraisal of the Property, or any portion thereof, at less than its market value. If this sale or

Purchaser's use of the Property after Closing results in the assessment of additional taxes, penalties, or interest for periods prior to Closing, the assessments shall be the obligation of Seller;

(l) Any and all liens and security interests affecting all or any part of the Property shall, at Seller's sole cost and expense, be paid and fully released on or before the Closing Date;

(m) There are no items in Seller's possession and control to be delivered to Purchaser in accordance with Section 7 that will not be delivered in accordance therewith;

(n) Intentionally deleted; and

(o) The Property constitutes a portion of a larger tract owned by Seller.

Seller's representations, warranties and covenants specified in this Section 3, including those representations and warranties restated or made at the time of Closing, shall survive the Closing for a period of 12 months. Purchaser shall have all remedies available at law or in equity for a breach of this Section 3 or Section 4 below.

4. **Interim Responsibilities of Seller**. Between the Effective Date and the Closing Date, Seller shall, at Seller's expense:

(a) operate, maintain and keep insured the Property in a reasonable, diligent and prudent manner;

(b) except as expressly provided herein, not remove any Improvements on the Property, including signage, and keep the Property in its present physical condition, reasonable wear and tear excepted;

(c) not convey or encumber all or any portion of the Property, and not enter into any lease of all or any portion of the Property, nor permit any occupancy of all or any portion of the Property, without Purchaser's prior written consent;

(d) comply with all applicable contractual arrangements referred to in this Contract;

(e) Seller shall cooperate with Purchaser in filing and pursuing governmental approvals and in seeking and making application for plat, curb cuts, zoning, licenses and permits as determined necessary by Purchaser, provided such cooperation is at no cost or expense to Seller; and

(f) prior to Closing, if Purchaser determines it necessary for its intended use of the Property, Purchaser, at Purchaser's sole cost and expense, may use reasonable efforts to secure a final plat approval of the Property to subdivide the Property as a separate tract and to record the plat of the Property in the real property records (the "**Plat**"). Seller, at no cost or expense to Seller, hereby agrees that it will, whenever and as often as reasonably requested to do so by Purchaser execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all such plats, instruments, consents, and any other documents as might be reasonably necessary, expedient or proper, in the reasonable opinion of Purchaser, to complete or assist in securing the Plat. Notwithstanding anything contained herein to the contrary, Seller agrees to assist in its capacity as the Seller but does not waive or guarantee approval of any Plat in its capacity as a governmental body responsible for ensuring compliance with existing laws. Seller's obligations under this paragraph shall survive Closing.

4.A. **Easement Agreement**. In the event Purchaser requests or requires modifications to any existing recorded instruments or access easement agreements affecting the Property, or Purchaser requests or requires any new utility, grading, drainage, and/or access easement agreement(s), for Purchaser's intended development of the Property or to protect Purchaser's interests, Seller shall reasonably cooperate with Purchaser to agree upon and obtain same.

5. **Survey; Commitment**. Within 10 days after the Effective Date, Seller shall deliver to Purchaser a copy of the most recent existing survey of the Property in Seller's possession, if any. Purchaser shall pay for the cost of the new or updated survey (the "**Survey**"). The legal description of the Property shall be updated upon receipt of the Survey, with said legal description becoming the Property to be conveyed under this Contract for all purposes. Additionally, once the Plat has been recorded in accordance

with the terms herein, the Survey shall be updated to provide the legal description of the Property as that contained in the Plat, and said legal description shall become the Property to be conveyed under this Contract for all purposes. Within 15 days after the Effective Date, Seller shall cause to be furnished to Purchaser a Commitment for Owner's Title Policy ("**Commitment**") issued by the Title Company setting forth the state of title to the Land and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting the Property which would appear in an Owner's Title Policy, if issued. Along with such Commitment, Seller shall also furnish Purchaser with true, legible copies of all documents ("**Title Documents**") affecting the title to the Land reflected in the Commitment.

6. **Review of Survey and Commitment; Purchaser's Objections; Seller's Obligations to Cure Purchaser's Objections**. In the event any exceptions appear in such Commitment, Title Documents, or Survey other than the standard printed exceptions (which shall be modified in the Owner's Title Policy as specified in Section 5 of this Contract) that are unacceptable to Purchaser, then Purchaser shall, prior to the end of Purchaser's Feasibility Period (the "**Objection Period**"), notify Seller in writing of such fact, provided that Purchaser will be automatically deemed to have provided written objection to Seller of all matters listed on Schedule "C" of the Commitment. Seller shall use diligent efforts to eliminate or modify such unacceptable exceptions to the reasonable satisfaction of Purchaser. If Seller is unable or unwilling to cure such objections within 10 days after Seller's receipt of Purchaser's objections, Purchaser may either (a) terminate this Contract by notice in writing to Seller given on or before the Closing Date and receive an immediate refund of the Earnest Money; or (b) accept such title as Seller can deliver. Any exceptions to title to which Purchaser does not object within the Objection Period or to which Purchaser objects but are uncured by Seller but subsequently accepted in writing by Purchaser, shall be deemed to be "**Permitted Exceptions**"; provided, however, that no items reflected on Schedule "C" of the Commitment shall be deemed Permitted Exceptions. Notwithstanding anything to the contrary contained herein, in the event that any update to the Commitment or Survey reveals items not previously disclosed, then Purchaser shall have the ongoing rights set forth in this Section 6 to provide objections thereto and terminate this Contract.

7. **Due Diligence Items**. Within 5 Business Days after the Effective Date, to the extent such items are within the possession or control of Seller or are reasonably available to it, Seller shall furnish to Purchaser (collectively, the "**Due Diligence Items**"):

(a) Copies of Seller's licenses, permits, and all other confirmations from governmental authorities that pertain to the Property;

(b) Copies of all environmental studies and reports, surveys, topographical surveys, soil and engineering reports, zoning reports, architectural drawings, site plans, plats, and maintenance and repair studies and reports in Seller's possession or control, if any, pertaining to the Property and all notices relating to the Property's compliance, or lack thereof, with any applicable restrictive covenant, ordinance, regulation, law, or statute, whether or not such notices have been cured coming into possession of Seller after the date hereof, and any management agreements or leases that affect the Property; and

(c) Any other documents or information which Purchaser reasonably determines is necessary or in order to enable Purchaser to make an adequate evaluation of the Property.

Seller acknowledges that its cooperation in furnishing to Purchaser the Due Diligence Items will be essential to Purchaser in Purchaser's efforts to analyze the Property, and Seller agrees to act with due diligence in complying with its obligations in this regard.

8. **Purchaser's Feasibility Period**. Purchaser's obligations under this Contract shall be conditioned upon Purchaser's determination, in Purchaser's sole discretion, that the Property is suitable for Purchaser's purposes in all respects. Purchaser may, at its election and in its sole discretion and for any reason, terminate this Contract by giving written notice thereof to Seller at any time within Purchaser's Feasibility Period (as defined below) in which event Purchaser shall be entitled to receive an immediate

refund of its Earnest Money upon Purchaser's written notification to the Title Company signed only by the Purchaser. As used in this Contract, "**Purchaser's Feasibility Period**" means the period ending the date 180 days after the Effective Date; provided, however, that Purchaser may extend the Purchaser's Feasibility Period, in Purchaser's sole discretion, for 2 additional periods of 30 days each by delivering written notice to Seller prior to the expiration of the then-existing Purchaser's Feasibility Period specifying such election and delivering the sum of $5,000.00 to the Title Company, which shall, upon delivery, become a part of the Earnest Money for all purposes of this Contract, shall be non-refundable to Purchaser except in the event of default by Seller, and shall remain applicable to the Purchase Price at Closing. Purchaser and Purchaser's employees and agents shall have the right and permission from the Effective Date to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Purchaser's cost and expense, of making all environmental, soil, utilities, mechanical, and other tests required for the completion of the feasibility study to be conducted by Purchaser. If any Phase I study or tests conducted by Purchaser indicates that the Property has had or continues to have underground storage tanks or contamination of any hazardous substances, Seller hereby authorizes Purchaser to conduct any Phase II investigations on the Property. If any structures are situated on the Property, Purchaser shall have the right, at a time agreeable to both Purchaser and Seller, to enter such structures to conduct asbestos testing. In conducting its inspections, Purchaser shall not damage any portion of the Property (except as necessary for conducting any Phase II investigations pursuant to this Section, in which case, Purchaser shall reasonably restore the surface of the Property to its condition prior to such investigation). Purchaser shall indemnify, defend, and hold harmless Seller against all liens, claims, and liability arising out of the gross negligence or intentional misconduct of Purchaser or its agents in conducting such inspections of the Property. The obligations of Purchaser under this paragraph shall survive the termination of this Contract and the Closing.

9. **Date and Place of Closing**. The Closing (herein so called) shall take place via the Title Company. The Closing shall be on or before 30 days after the expiration of Purchaser's Feasibility Period, including any extensions (the "**Closing Date**").

10. **Items to be Delivered at the Closing**.

(a) By Seller. At the Closing, exclusive and vacant possession of the Property shall be delivered to Purchaser by Seller, and Seller shall deliver to Purchaser, at Seller's sole cost and expense (except as specifically noted otherwise in this Contract), each of the following items:

(i) An Owner's Policy of Title Insurance (the "**Title Policy**") issued by the Title Company in Purchaser's favor in the full amount of the Purchase Price insuring good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions, and with the Survey exception deleted, at Purchaser's expense, except for shortages in area;

(ii) A Special Warranty Deed ("**Deed**"), duly executed and acknowledged by Seller, containing standard vendor's lien language for Purchaser's lender, if any, and conveying good and indefeasible fee simple title to the Property to Purchaser, including mineral rights, to the extent Seller has any mineral rights, subject only to the Permitted Exceptions;

(iii) An Affidavit as to Debts, Liens, and Parties in Possession in form and substance satisfactory to Purchaser and Title Company, duly executed and acknowledged by Seller, which indicates that there are no debts, liens or parties in possession as of Closing;

(iv) Evidence reasonably satisfactory to the Title Company and Purchaser of Seller's authority to consummate this transaction;

(v) A Non-Foreign Person Affidavit, duly executed and acknowledged by Seller, confirming that Seller is not a foreign person within the meaning of 26 U.S.C. § 1445 and the Regulations issued thereunder; and

(vi) A Certificate of Representations and Warranties, duly executed and acknowledged by Seller, restating each representation and warranty contained in Section 3 of this Contract as true and correct at the time of Closing.

(b) By Purchaser. At the Closing, Purchaser shall deliver to Seller the Purchase Price.

11. **Closing Costs; Prorations**. Seller shall be solely responsible for the cost of the title commitment, title policy (except that any expenses associated with the deletion of the survey exception or other modifications requested by Purchaser shall be the expense of Purchaser), 1/2 of the escrow fees charged by the Title Company, the cost of releasing any liens affecting the Property and removing or modifying any exceptions to title for which it receives objections from Purchaser, and Seller's attorney's fees. Purchaser shall be responsible for the cost of the Survey, if any, the recording costs for the deed, the cost of the recording fees for any loan documents, 1/2 of the escrow fees charged by the Title Company, any and all rollback taxes and penalties thereon, if applicable, including without limitation those resulting from agricultural exemptions preceding the Closing Date and/or resulting from a change in use of the Property after the Closing Date, and Purchaser's attorney's fees. All deposits for utility services shall remain the property of Seller. Rents, utilities, all other income and operating expenses, and ad valorem taxes for the then current year shall be prorated at the Closing Date with Purchaser treated as the owner of the Property on the Closing Date. All ad valorem tax prorations shall be based on tax rates and assessments for the calendar year containing the Closing Date, unless such rates and/or assessments are unavailable, in which case such proration shall be made based on the tax rates and assessments for the prior year. Any difference between actual and estimated taxes for the year of the Closing will be adjusted equitably between the parties promptly upon receipt of a written statement of the actual amount of taxes, but in no event later than 30 days following receipt of such written statement. Seller shall be solely responsible for any taxes and assessments attributable to the Property for any period prior to the Closing Date, and Purchaser shall be solely responsible for any taxes and assessments attributable to the Property as of and after the Closing Date. If the tax assessment is not available because the Property is assessed as a portion of a larger tract (the "**Entire Tract**") and the taxing authority is unable to separately assess the Property from the Entire Tract prior to the Closing Date, the assessment of the Property shall be based on the proportionate share of the taxable value of the Entire Tract, and Seller and Purchaser shall escrow the pro rata share of each with the Title Company for all taxes attributable to the Entire Tract. The obligations of the parties under this paragraph shall survive the Closing.

12. **Remedies**.

(a) Purchaser's Termination. If Purchaser elects to terminate this Contract pursuant to a right to do so expressly given to Purchaser in this Contract, the Earnest Money, less the Independent Consideration, shall be promptly refunded to Purchaser on written instruction to Seller and the Title Company signed only by Purchaser, and neither party shall have any further obligation or liability to the other party hereunder, except for obligations which expressly survive the termination of this Contract. Seller shall promptly, on written request from Purchaser, execute and deliver such documents as may be required to cause the Title Company to return the Earnest Money to Purchaser.

(b) Seller's Default; Purchaser's Remedies. If Seller fails to convey title to the Property in accordance with Section 10 hereof, or to consummate this Contract for any reason (other than Purchaser's default), or if any of the Conditions Precedent to Purchaser's performance specified in this Contract have not been satisfied or waived by Purchaser, Purchaser may (a) elect to enforce the specific performance of this Contract or (b) terminate this Contract and receive a refund of the Earnest Money.

(c) Purchaser's Default; Seller's Sole Remedy. If Purchaser fails to consummate this Contract for any reason (other than Seller's default or a termination of this Contract by Seller or Purchaser pursuant to a right to do so expressly provided for in this Contract), Seller may, as Seller's sole and

exclusive remedy, terminate this Contract and retain the Earnest Money as liquidated, maximum damages for breach of this Contract. Such amount is agreed upon by and between Seller and Purchaser as liquidated, maximum damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof.

(d) Cure Period. A party shall be in default under this Contract only if such party fails to cure an alleged default within 10 days of receipt of written notice from the non-defaulting party.

13. **Conditions Precedent to Purchaser's Performance**. Purchaser shall not be obligated to perform under this Contract and may terminate this Contract and receive an immediate refund of the Earnest Money (upon Purchaser's written notification to Seller and the Title Company) unless:

(a) Through the Closing Date, Seller shall have timely performed all of Seller's obligations under this Contract and all of Seller's representations and warranties shall be true and correct;

(b) Any and all liens and security interests affecting all or any part of the Property have been paid and fully released on or before the Closing Date;

(c) Seller shall have complied with the requirements set forth in Section 4 above and the Plat shall have been recorded and the Survey and Title Commitment shall have been updated at Purchaser's expense to reflect the post-Plat legal description of the Property;

(d) Purchaser shall have received all governmental approvals and permits needed for its intended development; and

(e) Seller shall be able to deliver exclusive and vacant possession of the Property to Purchaser.

All of the conditions set forth above (the "**Conditions Precedent**") are intended to be solely for the benefit of Purchaser. All decisions, approvals or reviews to be made by Purchaser shall be within the sole and absolute discretion of Purchaser. Purchaser may, at Purchaser's sole option, waive any of the Conditions Precedent to Purchaser's Performance specified in this Section 13 by giving written notice to Seller at any time on or before the Closing Date or earlier date specified for such condition precedent.

14. **Miscellaneous**.

(a) Broker's Commission. Seller and Purchaser each represents and warrants to the other that it has dealt with no broker or other intermediary in connection with this transaction that will be entitled to a broker's commission or finder's fee, except Purchaser's broker, Harry Urey Sr. of Pointer Realty, and Seller's broker, Connie Womack of Vesta Real Estate Group, who shall be paid a commission of 3% of the Purchase Price by Seller at Closing. If any broker or intermediary claims to have dealt with Purchaser or Seller in connection with this transaction or to have been the inducing cause of the sale, the party under whom such broker or intermediary is claiming shall indemnify, defend, and save the other party harmless of and from any claim for commission or compensation by such broker or other intermediary.

(b) Assignment. Purchaser may assign its rights in this Contract without the prior written consent of Seller, provided that Purchaser provides written notice of such assignment to Seller and provided that the assignee assumes all rights and obligations of Purchaser under this Contract. Upon such assignment, Purchaser shall have no further right or obligation under this Contract and the assignee will be fully obligated and entitled to exercise the rights set forth in this Contract as if it executed this Contract originally. Seller may not assign its rights or obligations in this Contract without the prior written consent of Purchaser.

(c) Notices. Any notice pursuant to this Contract shall be given in writing by (i) personal delivery, or (ii) reputable overnight delivery service with proof of delivery, or (iii) United States Mail, postage fully prepaid, registered or certified mail, return receipt requested, or (iv) confirmed legible facsimile transmission sent to the intended addressee at the address set forth below, or (v) electronic mail, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery or,

in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein or, in the case of facsimile transmission, as of the date of the facsimile transmission, or in the case of electronic mail, as of the date of the e-mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Contract shall be as follows:

If to Seller:	City of Kingsville Attn: Mark McLaughlin 400 West King Avenue Kingsville, Texas 78363 Fax No. (361) 595-8024 Email: citymanager@cityofkingsville.com
With Copy to:	City of Kingsville Attn: Courtney Alvarez 400 West King Avenue Kingsville, Texas 78364 Fax No. (361) 592-4696 Email: attny@cityofkingsville.com
If to Purchaser:	Vaquero Ventures Management, LLC Attn: Emily L. Crockett 2900 Wingate Street, Suite 200 Fort Worth, Texas 76107 Fax No. (817) 984-8373 Email: ecrockett@vaqueroventures.com
With copy to:	Vaquero Ventures Management, LLC Attn: Stephanie Reid Email: sreid@vaqueroventures.com

(d) Entire Agreement. This Contract and the exhibits attached hereto constitutes the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Contract shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

(e) Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Contract.

(f) Binding Effect. All of the provisions of this Contract are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns".

(g) Time of Essence. Time is of the essence for this Contract.

(h) Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

(i) Counterparts. This Contract may be executed in any number of counterparts via email or fax, each of which will for all purposes be deemed to be an original, and all of which are identical. The parties agree that this Contract shall be deemed validly executed and delivered by a party if a party executes this Contract by manual signature or by affixing its signature hereto by means of an electronic signature tool, application, or software (e.g., DocuSign).

(j) Applicable Law, Place of Performance. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES. ALL OF THE OBLIGATIONS CONTAINED IN THIS CONTRACT ARE PERFORMABLE IN THE COUNTY IN TEXAS IN WHICH THE PROPERTY IS LOCATED.

(k) Damage to Property; Condemnation. Seller agrees to give Purchaser prompt notice of any fire or other casualty affecting the Property between the Effective Date and the Closing Date or of any actual or threatened taking or condemnation of all or any portion of the Land or Improvements. If prior to the Closing, there shall occur:

(i) damage to all or any part of the Property caused by fire or other casualty which is not repaired to the same condition as existed prior to such damage prior to the end of Purchaser's Feasibility Period; or

(ii) the taking, condemnation or sale in lieu thereof of all or any part of the Property or the taking of any adjoining land which affects access to or use of the Property; then, in any of such events, Purchaser at Purchaser's option, may terminate Purchaser's obligations under this Contract by written notice given to Seller on or before the Closing Date and receive an immediate refund of the Earnest Money. If Purchaser does not so elect to terminate its obligations under this Contract, then the Closing shall take place as provided herein without abatement of the Purchase Price, and there shall be assigned to Purchaser at the Closing, all interest of Seller in and to any insurance proceeds or condemnation awards which may be payable to Seller on account of such occurrence and Purchaser shall receive a credit at the Closing for the amount of any deductible under any applicable insurance policies.

(l) Attorney's Fees. In the event either Purchaser or Seller should bring suit against the other in respect to any matters provided for in this Contract, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in connection with such suit.

(m) Authority. Each person executing this Contract, by its execution hereof, represents and warrants that he is fully authorized to do so, and that no further action or consent on the part of the party for whom it is acting is required to the effectiveness and enforceability of this Contract against such party following such execution.

(n) Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed at the Closing, Seller and Purchaser agree to perform such other acts, and to execute and/or deliver such other instruments and documents as either Seller or Purchaser, or their respective counsel, may reasonably require in order to affect the intents and purposes of this Contract. Further, Seller and Purchaser each agree to deliver to the Title Company affidavits and such other assurances as may reasonably be necessary or required to enable the Title Company to issue the policies of title insurance as contemplated in this Contract.

(o) Rule of Construction. The parties acknowledge that each party has reviewed and revised this Contract and has had the opportunity to review same with legal counsel, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

(p) Intentionally deleted

(q) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next

day which is neither a Saturday, Sunday, or legal holiday. The Effective Date shall be the date shown on the attached Receipt of Title Company.

(r) Confidentiality. SELLER, SELLER'S AGENT, PURCHASER AND TITLE COMPANY AGREE NOT TO CAUSE ANY PUBLIC ANNOUNCEMENTS OR PUBLIC EMAIL DISSEMINATION TO BE MADE OF THE EXECUTION OF THIS CONTRACT, THE TERMS OF THIS CONTRACT, OR THE CLOSING OF THIS TRANSACTION, AND FURTHER AGREE NOT TO DISCLOSE TO ANY PARTY, INCLUDING ANY TAX AUTHORITY, TAX ASSESSOR OR COLLECTOR, OR APPRAISAL DISTRICT, OR COMPARABLE SALES SERVICES, THE PURCHASE PRICE AMOUNT HEREUNDER OR THE TERMS HEREOF, EXCEPT THAT (i) SELLER, SELLER'S AGENT, PURCHASER AND/OR TITLE COMPANY MAY DISCLOSE ANY ASPECT OF THIS TRANSACTION UNDER THE TERMS OF A SUBPOENA OR ORDER ISSUED BY A COURT OR BY A GOVERNMENTAL BODY, (ii) SELLER AND PURCHASER MAY DISCLOSE THIS CONTRACT, THE DUE DILIGENCE ITEMS AND, TO THE EXTENT NECESSARY, THE TERMS HEREOF TO THEIR ATTORNEYS, CONSULTANTS, AND OTHER BUSINESS PROFESSIONALS ASSISTING THEM, AGENTS, REPRESENTATIVES, ENGINEERS, INSPECTORS, AND PROSPECTIVE AND ACTUAL TENANTS, LENDERS AND INVESTORS IN CONNECTION WITH THE SALE AND PURCHASE OF THE PROPERTY, AND TO CITY, COUNTY AND STATE OFFICIALS IN CONNECTION WITH ENTITLEMENTS (BUT NOT TO ANY TAX AUTHORITY, TAX ASSESSOR OR COLLECTOR, OR APPRAISAL DISTRICT) AND (iii) SELLER MAY DISCLOSE ANY ASPECT OF THIS TRANSACTION REQUIRED OR NECESSARY FOR THE SELLER'S BUDGET AMENDMENT AND TO COMPLY WITH T.O.R.A. THIS CONFIDENTIALITY PROVISION SHALL EXPRESSLY SURVIVE THE CLOSING OR TERMINATION OF THIS CONTRACT.

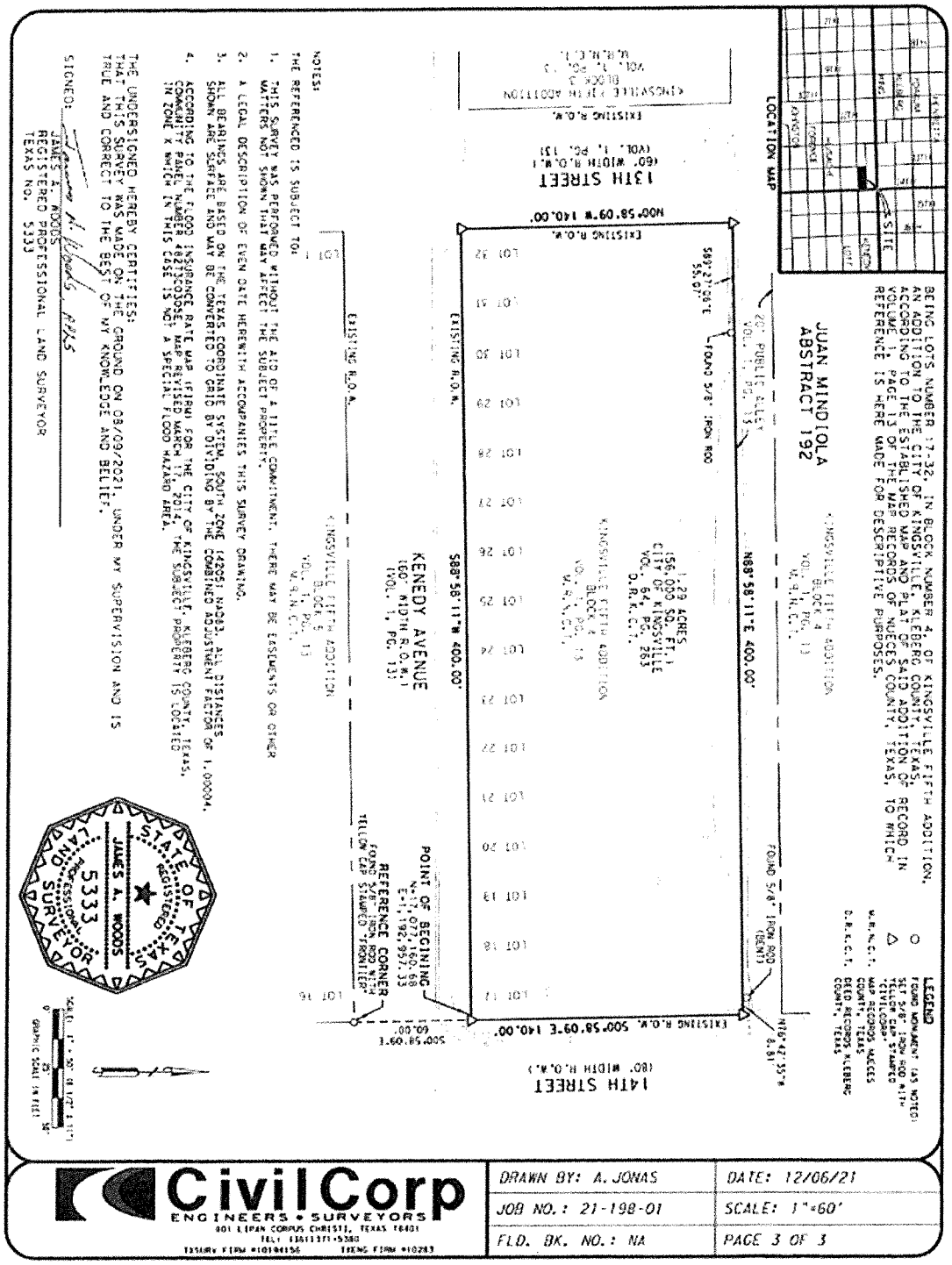
15. **Special Provision Regarding Demolition**. Prior to Closing, Seller may, but is not obligated to, demolish or move any buildings, signs or structures. After Closing, all of Seller's rights with respect to any items on the Property will expire regardless of whether or not Seller has removed all or any items on the Property. PURCHASER INTENDS TO DEMOLISH AND/OR REMOVE ALL ITEMS AND STRUCTURES ON THE PROPERTY AND WILL COMMENCE TO DO SO UPON CLOSING.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly authorized representatives.

SELLER:	PURCHASER:
CITY OF KINGSVILLE	VAQUERO VENTURES MANAGEMENT, LLC, a Texas limited liability company
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT "A"
to
Real Estate Contract



[To be updated based on Survey]

RECEIPT OF TITLE COMPANY

On this ____ day of _____, 202__, the undersigned title company acknowledges receipt of a fully executed copy of this Contract and upon receipt of the Earnest Money and the Independent Consideration, agrees to hold and disburse such Earnest Money and Independent Consideration in accordance with the provisions of this Contract. Title Company acknowledges and agrees that upon any termination of this Contract, it will distribute the Earnest Money and Independent Consideration in accordance with the provisions of this Contract, without any further documentation being signed by Purchaser or Seller. All references to the "**Effective Date**" or similar references shall mean this date.

TITLE COMPANY

By: _____
Name: _____
Title: _____

AGENDA ITEM #21

City of Kingsville
Purchasing Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa Purchasing Manager

DATE: January 18, 2023

SUBJECT: Real Estate Sale-Kenedy Park

Summary:
This item authorizes the Real Estate Sales proceeds from Kenedy Park to be appropriated for the construction of the new Chamberlain Park just north of city hall.

Background:
State statue requires sales proceeds from the sale of park land go back into the parks system. The land for this park was deeded to the City with a reversionary clause the King Ranch Inc. has advised they will waive so long as the proceeds go towards the development of Chamberlain Park. Prior to placing the property for sale, it was agreed upon by both parties to use the Kenedy Park proceeds for the construction of Chamberlain Park next to the City Hall building. This budget amendment will provide for that.

Financial Impact:
Total sale of Kenedy Park $395,000.00 Fund 206 Chamberlain Park
Estimated Broker Fees/Closing Costs $25,200.00
Estimated Total funds for the Construction of Chamberlain Park $369,800

Recommendation:
It is recommended the City Commission authorize the Real Estate Sales proceeds from Kenedy Park to be appropriated for the construction of the new Chamberlain Park after deducting the costs of sale.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR CHAMBERLAIN PARK WITH PROCEEDS FROM THE SALE OF KENEDY PARK.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#29

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 206 – Chamberlain Park					
Revenues					
0000	Non Dept	Sale of City Property	91000	$395,000	
Expenditures					
1030	City Special	Professional Services	31400	$25,200	
4503	Park Maint	Grounds & Perm Fixtures	59100	$309,800	
4503	Park Maint	Machinery & Equipment	71200	$60,000	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for Chamberlain Park. Funding will come from the sale of Kenedy Park.]

II.

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

III.

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

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

IV.

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

INTRODUCED on this the 23rd day of January 2023.

PASSED AND APPROVED on this the _____ day of February 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #22

City of Kingsville
Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: January 18, 2023

SUBJECT: Request Budget Amendment to Cover Upgrade of Server Licensing

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Summary:
The City of Kingsville is currently running Microsoft 2012R2 for all of its servers. Several key services related to city email and security are being discontinued for 2012R2 next month. General support for 2012R2 will end in October 2023. Due to Microsoft's licensing, all servers will require relicensing to be compliant.

Background:
Microsoft announced that support for 2012R2 would be ended in October 2023. Due to this staff advised at budget time that upgrades could be delayed for an additional year. Microsoft has now announced that while general support still ends in October other services are being deprecated during Q1-Q3 of 2023 calendar year.

These services enable certain email and security functions to continue to operate without interruption.

Financial Impact:
The cost of new licensing is $14,154.24 which includes upgrade rights to any new server software released in the next 3 years at no cost. Funding for this item would come from the General Fund Budget Amendment Reserve Account.

Recommendation:
Staff recommends the approval of the budget amendment for the upgraded server licensing.

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR SERVER SOFTWARE.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#30

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Expenditures					
1801	Finance	Software Maintenance	31410	$14,154.24	
1030	City Special	Budget Amendment Reserve	86000		$14,154.24

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for server software. Funding will come from the General Fund budget amendment reserve.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 23rd day of January 2023.

PASSED AND APPROVED on this the _____ day of February 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #23

ORDINANCE NO. 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR THE CITY MANAGER CONTRACT INCREASE.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#31

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
Expenditures					
1010	City Mgr	Salaries	11100	$26,893	
1010	City Mgr	Retirement	11400	$2,190	
1010	City Mgr	FICA	11500	$2,058	
1010	City Mgr	Life Insurance	12300	$35	
1010	City Mgr	Car Allowance	12000	$1,200	
1030	City Special	Budget Amendment Reserve	86000		$32,376

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for the City Manager contract increase. Funding will come from the General Fund budget amendment reserve.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 23rd day of January 2023.

PASSED AND APPROVED on this the _____ day of February 2023.

EFFECTIVE DATE:_____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #24

ORDINANCE # 2023 _____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER III-ADMINISTRATION; PROVIDING FOR REVISION OF ARTICLE 1-CITY COMMISSION, SECTION 10-AGENDA; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City Commission of the City of Kingsville needs to amend its Code of Ordinances from time to time for statutory compliance and to address issues that arise; and

WHEREAS, there is an interest in removing the language that places a limit on the time period for the return of an item to the agenda after it has failed to be approved;

WHEREAS, the provisions herein are necessary to promote and protect the health, safety, and welfare of the public and to comply with State Law.

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

I.

THAT Article 1: City Commission of Chapter III- Administration, of the Code of Ordinances of the City of Kingsville, Texas shall be amended to read as follows:

Article 1 – City Commission

GENERAL PROVISIONS

...

RULES BEFORE THE CITY COMMISSION

§ 3-1-10. - Agenda.

(A) The City Manager shall be responsible for preparation of an agenda for each City Commission meeting.

(B) The agenda shall conform to all applicable laws of the state and the following special regulations:

(1)The City Manager, City Attorney, any department head with consent of the City Manager, any member of the City Commission or the City Commission itself may place an item on the agenda; however, unless the City Manager is directed in open session to place an item on the agenda, each agenda item shall reflect the person by name or title who requested that such item be placed on the agenda.

(2) Any resident who wishes to address the City Commission on any matter may do so by notifying the City Secretary in accordance with the Texas Open Meetings Law. Any such address during the Public Comment portion of the agenda shall not exceed three minutes without permission of a majority of the Commission.

(3) Any non-resident wishing to address the Commission shall notify the City Secretary and specify his interests in the matter being considered. The City Secretary shall present such requests to the City Manager for approval before placing the name on the agenda. Any such address during the Public Comment portion of the agenda shall not exceed three minutes without permission of a majority of the Commission.

(4) Prior to considering any item on the agenda which requires deliberation, discussion, action, or consideration by the Commission, a Public Comments section will be on the agenda prior to the agenda items listed to permit persons to comment on the items set out on the agenda. Such comments shall not exceed three minutes without permission of a majority of the Commission. If a member of the public addresses the Commission through a translator, they will be given twice the amount of time as a member of the public who does not require the assistance of a translator. The provisions of this subsection shall have no application in the case of a public hearing required by law where comments shall not exceed five minutes.
(Ord. 96002, passed 1-22-96)

(5) ~~After an item has been considered by the City Commission and fails to be approved, the item shall not be considered on an agenda again until 180 days have passed~~.

...

II.

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

III.

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

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

IV.

THAT, as required by the Open Meetings Act, it is officially found and determined that the meeting at which this Ordinance is passed was open to the public and that the public notice of the time, place and purpose was given.

V.

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

INTRODUCED on this the 23rd day of January, 2023.

PASSED AND APPROVED on this the 13th day of February, 2023.

Effective Date: _____

_____
Sam R. Fugate, Mayor

ATTEST:

_____
Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

_____
Courtney Alvarez, City Attorney

AGENDA ITEM #25